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METRO PARKS SERVING SUMMIT COUNTY

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION ("OPBA")

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April 15, 2013 – June 30, 2015

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Metro Parks / OPBA Agreement
2013-2015

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PREAMBLE

This Agreement is made between the Metro Parks, Serving Summit County hereinafter referred to as the "Park District" and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "Union" for the purpose of providing an opportunity for the Union and Park District to negotiate over wages, hours and conditions of employment, it being understood that this Agreement pertains to all employees within the bargaining unit defined hereunder except those specifically exempted. Whenever a male pronoun is used in this Agreement the female also is intended unless otherwise indicated.

ARTICLE I – THE COLLECTIVE BARGAINING UNIT

The parties agree that the following classifications are included in the bargaining unit:

A. Park Ranger

B. Part-Time Park Ranger

ARTICLE 2 - FAIR SHARE FEE

As a condition of continued employment,

A. All non-probationary employees in the bargaining unit on the effective date of this agreement shall:

   1. Maintain membership in the Union; or
   2. Become members of the Union; or
   3. Pay a fair-share fee to the Union in an amount equivalent to the monthly dues the Union requires to maintain membership

B. On the effective date of this Agreement or sixty days after beginning employment, whichever is less, any newly hired employee in the bargaining unit shall:

   1. Become a member of the Union; or
   2. Pay a fair-share fee to the Union in an amount equivalent to the monthly dues the Union requires to maintain membership

C. Any employee who becomes a member of the bargaining unit after the effective date of this Agreement or sixty days after beginning employment, whichever is less, shall:

   1. Become a member of the Union; or
   2. Pay fair-share fee to the Union in an amount equivalent to the monthly dues the Union requires to maintain membership

Article 3 - Probationary Period and Evaluation

Section 1

All newly-hired employees will be considered probationary employees during the first calendar year of their employment. During an employee's one year probationary period, the employee will be evaluated by the Park District to determine whether the employee should be permitted to continue as a Park District employee. Probationary employees may be laid off or terminated at any time during their one-year probationary period without prior warning or notice, and with or without just cause. The decision as to whether a probationary employee will be terminated will be within the exclusive discretion of the Park District, and neither the probationary employee nor the Union will have the right to pursue a grievance over the layoff or termination of a probationary employee. Similarly, the Disciplinary Action provision of this Agreement shall not apply to the termination of a probationary employee. No employee shall be entitled to seniority rights until after he has successfully completed his one-year probationary period, at which point his seniority shall be measured from his original hire date.

Section 2

After successful completion of the probationary period, each bargaining unit member will be evaluated at least every six months regarding their performance. Bargaining Unit employees who receive an unacceptable evaluation will be placed on a ninety (90) day retraining period, and will be provided with a specific performance improvement plan. Failure to improve performance to an acceptable level will result in disciplinary action.

Article 4 - Park District Rights

Except as specifically limited by an explicit provision appearing elsewhere in this Agreement, the Park District shall have the exclusive right to manage all of its operations, control its premise, direct its working forces, and the complete right to maintain the efficiency of its overall operations. Specifically, by way of example only, but not limited thereto, the Park District's exclusive management rights include the right to hire, discipline and discharge for just cause; lay off and promote; to establish written policies and procedures; to promulgate and enforce rules and regulations; to determine the schedule of hours, shifts and services; to reorganize, discontinue or enlarge any department or park; to transfer employees (including the assignment and allocation of work) whether within departments, or to other departments or parks, with the understanding that rangers will not be taken out of their classification; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force and judge competency; to establish, modify, consolidate, or abolish jobs (or classifications); to determine the staffing patterns including, but not limited to the assignment of employees and the number of employees to be employed, duties each are to perform, and qualifications of each employee; and to carry out the ordinary and customary functions of management. Nothing in this Agreement infringes upon any right retained for the Park District in Ohio Revised Code Section 4117.08.

Article 5 – Wage Schedule for Covered Employees

See Appendix A.

Article 6 - Sick Leave

Section 1

All employees earn sick leave at the rate of 4.6 hours for each 80 hours of paid service with the Park District, up to a maximum of 4.6 hours per pay period. For one full year of paid service employees receive 119.6 hours of sick leave. Service credit is given, for all time worked and for unworked time for which payment is received from the Park District for vacations, funeral leave and sick leave but not for time on unpaid leave of absence or layoff. The accumulation of sick leave shall be in accordance with Park policy (See Article 6, Section 9 and Appendix G). Employees who leave employment with the Park District shall forfeit all accumulated sick leave, except as provided in state law for transfer to another agency.

Section 2

Employees may use paid sick leave in the case of absence due to personal illness, pregnancy-related condition, or during an industrial injury or illness. With the approval of the employer, sick leave may also be used by the employee for the following reasons:

1. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family living in the employee's household, other than a parent who may reside outside of the household, and where the employee's presence is reasonably necessary for the health and welfare of the affected family member.

2. Examination or treatment of an employee, or member of his immediate family living in the employee's household, other than a parent who may reside outside the household, where the employee's presence is reasonably necessary, including medical, psychological, dental, or optical examination by an appropriate practitioner.

For events under (1) and/or (2) above, the employee shall notify the Chief of Rangers or other Ranger Supervisor seven (7) days in advance of a medical appointment or medical treatment, unless emergency circumstances prevent such notice. Exceptions may be granted by the Chief of Rangers, or his designee.

To qualify for sick leave payment the employee must provide a written statement from the doctor or dentist indicating the date and time of the appointment or examination and the duration of the visit.

For purposes of this section, the definition of immediate family shall include spouse, children, mother, father or someone who stands in the place of a mother or father, legal guardian, subject to approval of the Park District.

Section 3

An eligible employee who is pregnant will be eligible for a leave of absence to the extent permitted by law.

Section 4

When an employee is unable to work due to illness or injury, the employee is required to report off. The employee reporting off must call the Ranger Supervisor or Park Manager where scheduled for work by telephone in sufficient time by calling Ranger Supervision at least one (1) hour before his normal start time for a replacement to be contacted. Voice mail messages, text messages and emails will not be accepted. Failure to report off properly before the start of the work day will be considered tardy; however, the employee will be paid sick leave as long as he does report off and meets the requirements as stated in Article 6, Sick Leave.

An employee reporting off pursuant to this Article who notifies the field office he will be off for more than three (3) work days, and who reports off once each week thereafter (in the event of illnesses lasting more than three (3) work days), shall be deemed to have reported off properly.

The fact that the employee does not have a telephone does not relieve him of the responsibility for reporting off properly.

An employee, at his discretion, may use his accumulated vacation for time off due to illness or injury as outlined above, in lieu of sick leave.

If an employee is to be absent from work, however, he must notify his supervisor at the time he gives notice of the absence if he intends to use a sick day or vacation day. Failure to notify at the appropriate time will authorize the charge against the employee's sick leave.

Section 5

An original doctor's certificate (a photocopy will not be accepted) stating the dates of treatment, the nature of the illness or injury that prevented him from performing his job function for the period of his absence, and that he is now able to return to full duty shall be required for any absence of three (3) or more work days absence due to illness or injury. A leave request form in lieu of a doctor's statement will be acceptable as satisfactory evidence of illness or injury except under the following circumstances:

a. Sick leave days immediately after pay days, before and after holidays, first days of hunting seasons, before or after scheduled days off, and at other similar times.

b. When an employee has used more than five (5) sick days in the previous twelve (12) month period, and such days were not used because of an extended illness or injury of three (3) or more

consecutive days and the above days were not verified by a doctor's certificate, the employee may be required to submit a doctor's certificate to verify any further illness or injury, regardless of the length of the absence.

Incomplete doctor's certificates will not be approved and will be returned to the employee to be corrected by the doctor. Falsification of either a written, signed statement or a doctor's certificate shall be grounds for disciplinary action up to and including dismissal.

Section 6

Requests for one (1) day, part of one (1) day or two (2) days sick leave pay immediately after pay days, before and after holidays, first day of hunting seasons, the day before or after scheduled days off, and on weekends must be confirmed with a doctor's certificate or approval given by the employee's Ranger Supervision for payment.

Section 7

It is the responsibility of the employee to complete a leave request form and turn it in to their supervisor immediately upon the day they return to work.

Section 8

By January 31 of each year the payroll department will prepare a statement of time accrued for the preceding year for each employee showing:

a. Total sick leave days earned;
b. Total sick leave days used;
c. Total sick leave days remaining.

Section 9

Upon retirement from the Park District an employee shall be paid in cash for the value of his accrued, but unused sick leave per the terms of the Park District's "Sick Leave Accrual Redemption Policy," (a copy of which is attached as Appendix G). Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for unused sick leave upon retirement shall cancel all sick leave accrued by the employee and credited to him to the date of retirement. Such payment shall be made only once to any employee.

In the event of the death of an employee, all unused accrued sick leave shall be paid to the employee's estate or to anyone appropriately designated in a valid Will.

It is understood that minor child is defined as a child who is 18 years of age or younger and dependent adult includes an unmarried child who has attained age nineteen (19) while the child is mentally or physically incapable of earning his own living, and proof of incapacity and

dependence is furnished to the Park District. Dependent also includes unmarried children under twenty-five (25) years of age, while they are students in regular, full-time attendance at an accredited secondary school, college or university and are dependent upon the employee for the majority of their support and maintenance.

It is also understood that the expression "all unused accrued sick leave" is in accordance with the limitations of sick leave payoff upon retirement.

Section 10

Employees who transfer from another public agency in the State of Ohio to the Park District shall be credited with the unused balance of their accumulated sick leave from their employment in the former agency. It is the employee's responsibility to provide evidence of such sick leave balance.

Section 11

An employee who has used paid sick leave in lieu of Workers' Compensation wage benefits may repurchase any part of such paid sick leave at the option of the employee. (See Appendix B.)

Article 7 – Leaves of Absence

Section 1

All leaves of absence and any extensions thereof must be applied for in writing by the employee. (See Appendix C.) Such written application shall be made prior to taking or extending said leave, whenever possible. Any request for a leave of absence shall be answered promptly in writing by the Park District. If the request is denied, a reason shall be given in writing. The approval or disapproval of any request for a leave of absence without pay shall be left to the discretion of the Park District and will be subject to the provisions under Section 8 and Section 10 of this Article.

Section 2

An employee may, upon request, be permitted to return to work prior to the anticipated expiration of a leave of absence but only if such early return is approved by the Park District. Any employee who has been off work on an unpaid leave of absence for personal medical reasons shall, at the request of the Park District, submit a written medical certificate satisfactory to the Park District, verifying the employee's mental and/or physical fitness to perform the essential functions of his job. The Park District reserves the right to require any such employee to submit to a physical examination by a doctor of the Park District's choosing, before allowing such employee to return to work. If the employee's doctor and the doctor chosen by the Park District disagree as to the fitness of the employee to return to work at his regular job, the two doctors shall agree upon a third Akron-area doctor to examine the employee. The opinion of that third doctor shall be final and binding upon the Park District, the Union and the employee. The cost of the services of the third doctor shall be shared equally between the Park District and the employee (Union.)

Section 3

Seniority shall continue to accumulate during any paid and/or or unpaid leave of absence under this Agreement except as outlined in Section 10. An eligible employee shall be covered by the Park District employee group health benefit plan for the duration of a leave of absence with pay and/or because of an allowed Workman's compensation injury or illness, as well as while on a leave of absence under the Family and medical Leave Act. This benefit coverage shall extend only for the approved and/or allowed period of any such leave of absence.

For any non-FMLA leave of absence without pay approved by the Park District, an eligible employee may elect to continue the life insurance or the Park District health benefit plan for the approved duration of such unpaid leave of absence by making arrangements prior to departing for such leave to pay the appropriate premiums for the continuation of such plans. Such premiums must be paid in a timely fashion each month by the eligible employee, and any failure to make such payments shall relieve the Park District from continuing such coverage. If the unpaid leave of absence begins after the first day of a month, the benefit premium payment

must be made by the day the leave of absence begins, in an amount pro-rated from the date the leave of absence begins to the end of that month. If an unpaid leave of absence is expected to conclude before the end of a month, the amount of the benefit premium to be paid by the eligible employee will be pro-rated to the date of anticipated return to work. In the event that an unpaid leave of absence should end earlier than expected and the employee returns to work during the month after making payment for continuation of health benefit, no refund of payment will be made.

Section 4

Upon returning from an approved leave of absence, the employee will be returned to the job classification which he formerly held at the then current rate of pay. Such returning employees always shall supplant probationary or other employees who were hired to fill their positions on a temporary basis. Vacancies created by employees going on leaves of absence shall be filled, if the Park District decides to fill such positions at all, by qualified full-time or part-time employees insofar as practical. If such qualified employees are not available, then temporary employees may be hired to replace employees who are on leave.

Section 5

Employees on leaves of absence who accept other employment, except as provided for herein, employees who misrepresent facts to obtain a leave of absence or employees who perform work activities outside the medical restrictions provided to the Park District or of a physical nature or similar in its physical demands to that performed by the employee for the Park District; or employees who fail to report for employment at the expiration of the leave of absence, may be disciplined up to and including discharge from employment by the Park District.

Section 6

In case of a compensable industrial illness or injury, an unpaid leave of absence must be requested in writing by the injured or ill employee. (See Appendix F). Such leave will be granted by the Park District when supported by appropriate medical evidence.

If an employee is absent from work due to an industrial illness or injury and is not physically able to prepare or sign a written request for a leave of absence, the Park District will consider the circumstances in determining whether to waive the requirement that a leave of absence must be requested in writing.

The Park District reserves the right to consult at any time with the employee's attending physician and a consulting doctor for substantiation of the need for any such requested leave of absence, and the provisions of Section 2 hereof shall apply if the employee's doctor and the doctor chosen by the Park District disagree.

Section 7

The Family and Medical Leave Act of 1993 shall govern the length of unpaid leaves of absence for serious personal health conditions, or for the care of a newly born, adopted or foster child, or for the care of the eligible employee's spouse, parents, or children who suffer from a serious health condition requiring such care and this time may be extended by the Park District.

Section 8

As permitted by the Family and Medical Leave Act of 1993, the Park District may require, or the eligible employee may elect, the use of paid vacation and/or sick leave days during an approved leave falling within the scope of the Family and Medical Leave Act of 1993.

Section 9

Eligible employees who participate in short-term training duty as members of the organized reserves of the Armed Forces of the United States or as members of the National Guard shall be granted military leave in accordance with the rights to which they are entitled under applicable federal and state laws, so long as such absence is necessary to maintaining their status as reservists. A copy of the orders for active duty must be provided to the employer as soon as possible upon receipt by the employee. An employee on this type of leave may use vacation for this purpose, if the employee so chooses.

It is the mutual intention of the parties to observe and comply with the applicable Veterans' Re-employment rights under law. The Park District and the Union shall comply with federal regulations as applicable to military leaves of absence. Eligible employees who qualify under this section shall not suffer any loss of seniority status, sick leave accrual, vacation accrual or group health benefits.

Section 10

Upon specific written request of an employee and if approved by the Park District, an eligible employee may be permitted to take an unpaid leave of absence for educational purpose for a period of up to one year. During any such leave the eligible employee shall not accumulate seniority and shall not be entitled to any of the benefits of this Agreement, including employee group health benefits, but the eligible employee shall not lose previously accumulated seniority, except as provided by Federal Law.

Section 11

Any provisions of this Article which are in conflict with the Family and Medical leave Act of 1993, or the regulations implemented pursuant thereto by the United States Department of Labor, shall be superseded by the relevant statutory and/or administrative provisions. However, when any benefit covered under this Agreement exceeds that of the FMLA, said benefit shall not be reduced.

Article 8 – Holidays

Section 1

There shall be twelve (12) holidays for which eligible employees shall be paid provided they work the full scheduled day preceding the holiday and the full scheduled day following the holiday, unless they are sick and are in compliance with Article 9, Sick Leave or are excused by their department head. The holidays shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Veteran's Day	Martin Luther King Day

The eleventh (11) and twelfth (12) holidays may be taken as a personal day with the approval of the eligible employee's supervisor. Personal Days must be used in the year accrued.

Section 2

Eligible employees who are required to work on a holiday shall be paid at their regular rate of pay for the time worked and shall have a nearby day off with pay in place of the holiday. Employees who are required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at their regular rate of pay for the time worked but shall be given compensatory time off with pay at the rate of 1-1/2 hours for each hour worked.

The day off may be scheduled in conjunction with the eligible employee's normal days off, if the employee so requests. However, days taken in lieu of regular holidays must be taken with 60 days of the regular holiday***, or they will be paid for in the next pay period.***

An eligible employee's scheduled holiday in lieu of the calendar holiday will be considered his holiday.

Section 3

All paid holidays shall be considered as time worked for the purpose of computing and paying overtime.

Article 9 – Vacation

Section 1

Vacation shall be determined on the basis of the fiscal year of the Park District, which is January 1 to December 31. Vacation shall be pro-rated from the date of employment to the end of the first fiscal year in which a person is employed. All vacation time is credited as of the end of the fiscal year and vacations may not be taken until credited. Vacation shall accrue for time worked and for unworked time for which payment is received from the Park District.

Section 2

Eligible employees shall be entitled to 80 hours of paid vacation each year after one (1) full year of employment.

Eligible employees with less than six (6) months of service at the end of a fiscal year shall have vacation time pro-rated for the part of the year employed and shall be eligible to take the pro-rated vacation after six (6) months of employment.

Eligible employees with six (6) months service but less than one (1) year at the end of the fiscal year shall have their vacation pro-rated to the end of the fiscal year and shall be eligible to take said vacation time at that time.

Section 3

Eligible employees with eight (8) years or more of continuous service shall receive 120 hours of vacation with pay each year.

Section 4

Eligible employees with fifteen (15) years or more of continuous service shall receive 160 hours of vacation with pay each year.

Section 5

Eligible employees with twenty-five (25) years or more of continuous service shall receive 200 hours of vacation with pay each year.

Section 6

Eligible employees with thirty-five (35) years or more of continuous service shall receive 240 hours of vacation with pay each year.

Eligible employees may be allowed to carry over 40 hours or less of vacation from year to year. Exceptions may be granted by the Park District.

Section 7

An eligible employee who leaves the employ of the Park District will be paid for all accrued but unused vacation.

Section 8

Eligible employees shall be permitted to take their vacation at any time of the year after it has been credited, except during the period between memorial Day and Labor Day, provided that such vacation time does not interfere with the efficient operation of the park District and subject to the approval of the Chief of Rangers. The employer may grant up to forty (40) hours of vacation during the period between Memorial Day and Labor Day, per eligible employee by seniority, upon written request.

Section 9

An eligible employee may, with Park District approval, sell back accrued, unused vacation time up to a maximum of forty (40) hours per year. Written requests for vacation buy-back must be received by the 15th day of November each year. Redeemed vacation accruals must be earned between January 1 and December 31 of the previous year and will be paid out in the January following the year they were earned.

Section 10

The Park District will permit each eligible employee to take vacation time in four (4) or eight (8) hour increments up to forty (40) hours in each calendar year, providing it is requested prior to the posting of the two-week schedule, unless it is an emergency situation. The vacation time will not be granted if, in the opinion of the eligible employee's department head, it will interfere with normal operations.

Article 10 – Overtime Pay

Section 1

When an eligible employee is required by his supervisor to work in excess of a forty hour work week the eligible employee shall be compensated for each hour or fraction thereof in excess of forty (40) hours at a rate of one and one half times his base hourly rate. Overtime pay will be included in the pay period such overtime was worked unless it is agreed between the Park District and the Ranger that it can be compensatory time as stated below. Holidays and vacation days shall not be a part of the standard forty-hour work week for the purpose of computing overtime.

Section 2

All eligible employees who work overtime as described in the above paragraph shall have the ability, with the approval of the Park District and the Ranger, to receive the overtime as compensatory time at the rate of one and one half times the actual hours worked as overtime. Accumulated compensatory time shall not exceed four hundred eighty (480) hours and such overtime must be used within one hundred eighty (180) days from the actual day such overtime was worked. Scheduling the compensatory time shall be agreed to between the Park District and the Ranger and shall in no way interfere with the normal operation of the Park District. The decision on the compensatory time shall be made during the pay period when the overtime is worked.

Section 3

Any eligible employee who is required to appear in court as a witness in conjunction with his duties for the Park District outside of his scheduled work hours shall be compensated at a minimum of two (2) hours pay, or at a rate of one and one half (1.5) times his regular rate of pay for actual time spent in connection with his court appearance, whichever is greater.

Section 4

Rangers called in for non-court duty shall earn at least four (4) hours pay or actual time worked, whichever is greater.

Section 5

Rangers scheduled and reporting for training shall be paid a minimum of two (2) hours pay or actual time training, whichever is greater.

Article 11 – Funeral leave

Section 1

An eligible employee who suffers a death of a brother, sister, mother-in-law, father-in-law, grandparents, or grandchildren shall be entitled to funeral leave with pay on the basis of two (2) days leave to attend a funeral within fifty (50) miles and three (3) days leave to attend a funeral over fifty (50) miles from the center of Akron. The fifty (50) miles shall be determined by a circle whose radius is fifty (50) miles and whose center is the First National Tower of Akron.

An eligible employee who suffers a death of his spouse, children, parents or legal dependent in the household, shall be entitled to five (5) days funeral leave with pay.

Section 2

When there is a need for more time to attend a funeral, the eligible employee may use vacation time, with permission of the Chief of Rangers, providing there is unused vacation due the employee.

Section 3

The eligible employee, upon request of the Park District, shall furnish proof of attendance at a funeral and proof of the death of a relative.

Section 4

Funeral leave shall not be deducted from sick leave.

Article 12 – Disciplinary Action

Section 1

Without limitation upon any right of discharge or discipline provided elsewhere in this Agreement, the Park District shall have the right to discharge, suspend or otherwise discipline any employee for just cause such as violation of its written policies, work practices, procedures or work rules or regulations. The Park District shall have up to thirty (30) days from the date of knowledge of the alleged offense to take disciplinary action against an employee. Failure to do so within the time limit shall result in dismissal of the charges.

Section 2

It is agreed that the Park District, except for serious causes which shall be justification for suspension or immediate discharge:

a. May provide a verbal counseling when it is established that an employee has violated a work practice.

b. Shall provide a warning, in writing, to an employee when it is established that said employee has violated the Park District's established written policies, rules or regulations.

c. May suspend an employee without pay for a period not to exceed five (5) working days when it is established that said employee has violated the Park District's established written policies, rules or regulations and has previously been warned for a similar violation.

d. May discharge an employee when it is established that the employee has violated the Park District's established written policies, rules or regulations and has previously been warned and suspended for similar violations.

Section 3

Without limitation of any rights set forth in Section 1 of this article the Park District shall conduct an investigation into any alleged misconduct by any employee to determine if the employee has violated any of the policies, practices or work rules of the Park District. If on the basis of the investigation it appears necessary to discipline the employee a hearing will be held to record the facts of the case. The subject employee shall have the right to be represented by his Union representative during the hearing. Written notice will be provided to the employee and the Union 72 hours before the hearing. The written notice will state the specific charge of misconduct brought against the employee.

If at any time it appears that a criminal charge may be brought by the Park District against an employee, the employee will be afforded all of the rights and warnings afforded to criminal suspects as required by current law and applicable court rulings.

Article 13 – Grievance Procedure

Section 1

A grievance is any dispute or difference between an employee and the Park District and/or Union and Park District regarding a condition of employment or the violation, application, interpretation, or compliance with any provision of this Agreement. In the interest of promoting harmonious relations, both parties shall encourage the settlement of grievance at the earliest possible step.

a. When an employee feels that he has been unjustly dealt with or the provisions of this Agreement have been violated, the employee may, within seven (7) calendar days, take the matter up with the Ranger Supervisor. The Ranger Supervisor shall meet with the aggrieved and render his decision within seven (7) calendar days after the matter is submitted to him.

b. In the event the grievance has not been satisfactorily settled at the first step, the grievance may, within seven (7) calendar days after receipt by the employee of the Step (a) answer, be reduced to writing and filed with the Chief of Rangers on a grievance form setting forth the details of the grievance i.e., the facts upon which the grievance is based, the relief or remedy requested and the section or sections of the Agreement alleged to have been violated, dated and signed by the employee. The Chief of Rangers shall meet with the employee and the Union Chairperson, and the OPBA representative may attend, to review the matter within seven (7) calendar days after the grievance has been filed and shall provide a written answer to the employee within seven (7) calendar days of such meeting. Grievances involving safety issues may be brought initially to this step of the grievance procedure. Grievances involving a group of employees may be filed by the Union at Step (b) of the grievance procedure. Such grievance must be filed within seven (7) calendar days of the event on which the grievance is based.

c. In the event there has not been a satisfactory adjustment to the grievance at Step (b), the Union may, within seven (7) calendar days, appeal the matter to the Director. Within seven (7) calendar days of receipt of the appeal, the Director shall meet with the employee and the Union Chairperson, and the OPBA representative may attend, to review the Grievance. The Director shall give his answer in writing to the employee within seven (7) calendar days after the meeting.

d. If the grievance is not satisfactorily settled at the Director step it may be submitted to arbitration by the Union. Any request for arbitration must be made in writing within thirty (30) calendar days after the Director or his designee has given the required written answer to the grievance.

Section 2

Upon written notice of the Union's intent to arbitrate a grievance the parties shall select an arbitrator in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the FMCS another list of
seven (7) names until a mutually agreed arbitrator is selected.

Upon notification by either party, the arbitration proceedings shall be held at the arbitrator's earliest convenience. The fees and expenses of the arbitrator shall be borne equally by the Park District and the Union.

Section 3

The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of this Agreement and shall decide same in accordance with the expressed terms hereof and shall not have the power to add to, subtract from or modify such expressed terms, or to rule on any issue not before him.

Section 4

All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Union and the Park District shall be final, conclusive and binding on the Park District, the Union and the employees, except where the decision is a violation of law. The arbitrator shall render a decision to the parties within thirty (30) calendar days of the close of the hearing.

Section 5

The proceedings shall be conducted between the hours of 10:00 a.m. and 4:30 p.m. in the office of the Park District located at 975 Treaty Line Road, Akron, Ohio.

Section 6

The time limit specified for each step and response thereto may be extended by mutual agreement in writing. If a grievance is not initiated or appealed within the time limits specified the grievance is considered settled. Failure to provide a timely answer at any step of the grievance shall be deemed as an automatic appeal to the next step of the grievance procedure.

Section 7

The settlement of a grievance at any step in the grievance procedure and/or the decision of the arbitrator shall be binding on the employee and all other remedies for the employee are waived. The Union shall have the right to withdraw a grievance at any step of the grievance procedure.

Article 14 – No Strike/No Lock Out

The Union agrees for itself, its representatives and members that neither will directly or indirectly call for, instigate, sanction, or encourage a strike or any other concerted work stoppage or other job action designed to impair or impede the functions of the Park District or any part thereof.

The Union agrees to actively seek stoppage of any type job action by a member or members of the bargaining unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

The administration agrees not to lock out any employee in the Union bargaining unit during the term of this Agreement.

Any and all bargaining unit members participating in any activity prescribed herein shall be subject to disciplinary action.

Article 15 – Employee Rights

Section 1

It is agreed that employees have the right to join the Union for mutual aid or protection and to bargain collectively. However, recruiting shall not be permitted during working hours.

Section 2

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 3

Neither the Park District or the Union shall attempt to erode the rights of bargaining unit employees or adversely affect the safety of employees.

Bargaining unit members shall continue to operate with full and complete police powers pursuant to Ohio Revised Code Section 1545.13 and the written policies and procedures of the Park District.

Section 4

An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary interviews.

An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is at that time a witness and not under investigation, he shall be so advised.

Before an employee may be charged with any violation of the written Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis for disciplinary action.

An employee may request an opportunity at reasonable times and intervals to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the union present when reviewing his file, along with an employer representative. A request for copies, at a reasonable cost, of items included in the file shall be honored. All items in an employee's file, with regard to complaints and investigations, will be signed as acknowledged by the employee, and clearly marked with respect to final disposition.

All formal complaints by civilians shall be filed in person and in writing. Should the complaint be resolved by the shift supervisor, it shall be so noted on the complaint.

In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complainant. Records of disciplinary action not resulting in time off which are two years old will not be considered for the purposes of progressive discipline, if there have been no occurrences of a similar type incident within the two (2) year period.

Article 16 – Non-Discrimination

The parties to this Agreement will not discriminate for or against any employee on the basis of membership or position in the OPBA and/or the Union.

Article 17 – Hours of Work

Section 1

The typical work week shall consist of forty (40) hours; five (5) consecutive days of eight (8) consecutive hours each, with two (2) consecutive days off. Shifts will not be changed as a form of punishment.

The employer will post all work schedules, unless extenuating circumstances prevent such posting, at least fourteen (14) calendar days in advance of the effective date of said work schedule.

Section 2

Alternative Schedule

1. The Employer may request a limited number of trained employees to work four (4) days during the regular work week, ten (10) hours each day, for the Alternative Schedule.

2. An employee requested to work on Alternative Schedule for a four (4) day – ten (10) hour schedule, at the employee's option, may accept this schedule.

3. The employee working ten (10) hours, four (4) day week shall be paid overtime for hours worked in excess of ten (10) hours per day or in excess of a total of forty (40) hours in a work week, at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Overtime shall be computed on the basis of either daily or weekly overtime worked, but an employee shall not be paid for both daily and weekly overtime for the same overtime worked.

Section 3

All employees will be enrolled in the direct deposit system. Vouchers are available to the employees on-line and the address will be provided to employees and posted on the Union bulletin boards in each field office. Should an employee wish a paper payroll voucher, he/she may obtain it, on non-working time, from the main office by making a request in advance.

Section 4

An employee required to work (non-voluntary) more than sixteen (16) consecutive hours shall be entitled to ten (10) hours of unbroken rest before being rescheduled and may be scheduled for less than eight (8) hours if he is not needed beyond his normal shift.

Article 18 – Training

Section 1

Upon prior approval of the Park District, eligible employees may have their schedules adjusted in order to attend job related training courses at certified schools in the State of Ohio if the rescheduling does not interfere with the normal operations of the Park District.

Section 2

The Park District shall have the right to require eligible employees to attend any training required by the State of Ohio, the Federal government or the Park District, which shall be during the eligible employee's regularly scheduled work week whenever possible. The Park District will pay 100% of the cost of required training. If the training time exceeds the eligible employees' forty hour work week, the eligible employee shall receive either one and one half (1.5) times his hourly rate of pay or any fraction thereof, or compensatory time, at the eligible employee's option.

Section 3

Any eligible employee may request permission to attend any applicable training provided by the Ohio Peace Officers Training Academy (OPOTA), or other appropriate job related school or seminar. The Park District will post information regarding available schools on the Departmental bulletin boards. Eligible employees will make all requests for training in writing to the Chief of Rangers or his designee. The Chief of Rangers or his designee will determine if the training program requested is applicable and job related. The Chief of Rangers will respond to all requests for training in writing. Written permission of the Chief of Rangers or his designee will be necessary to attend applicable training. The Park District will not deny requests for training unreasonably.

Section 4

The Park District will reimburse the eligible employee for 50% of the cost of the tuition for applicable training programs upon successful completion of the course. The eligible employee shall present verification of the successful completion of the course and the payment of the course fee to secure reimbursement.

Section 5

An eligible employee may use any unused vacation, holiday, personal day, or approved leave of absence to attend any applicable course, seminar, or training.

Article 19 – Rules and Regulations

Section 1

The Park District shall have the right to promulgate rules and regulations necessary for the orderly and efficient operations of the District. Such rules and regulations shall not conflict with the express terms of this Agreement.

Changes in existing rules and regulations or the promulgation of new rules and regulations made after the effective date of this Agreement shall be reduced to writing, posted and provided to each member of the bargaining unit.

Section 2

Since all employees within the bargaining unit are required to possess a valid State of Ohio motor vehicle operator's license, if any employee has had his driver's license suspended, the employee shall be relieved of duty immediately and shall be placed on unpaid leave for a period not to exceed sixty (60) days. If during the period of drivers license suspension or at the end of the sixty (60) day period the employee's driving privileges have not been reinstated, the employee will be subject to immediate discharge.

Section 3

Any employee covered by this Agreement shall notify the Park District immediately, in writing, if the employee's driver's license is limited, suspended, revoked, or canceled. Failure of any employee to notify the Park District of a suspension, revocation, cancellation, or limitation of his drivers; license will result in disciplinary action.

The term "immediately" as used in this section means that: Written notification of any of the above actions will be made by the employee before the commencement of the employee's next scheduled work shift or assignment.

Article 20 – Jury Service

Section 1

An eligible employee summoned for jury service shall be paid his normal wages for time so devoted on any regularly scheduled work shift, less any jury duty pay received by the eligible employee. Written proof of dates and times served will be required.

Section 2

In the event an eligible employee reports for jury duty and is dismissed two (2) hours or more prior to his normal quitting time he shall report for work as soon as possible. Failure to do so will result in deduction of wages for the hours which could have been worked following dismissal from jury duty.

Article 21 – Part-Time Employees

Section 1

Any part-time employee required by law or by the Park District to attend a training course will receive his regular hourly rate of pay for the time spent in such training.

Section 2

Any part-time employee required by the Park District to appear in court or before an administrative agency shall receive his regular hourly rate of pay for the time spent in attendance, or two hours pay, whichever is greater.

Section 3

References to "employees," "any employees," or "all employees" who are eligible for specified benefits throughout this Collective Bargaining Agreement are to full-time employees. Part-time employees are entitled to receive the following benefits, on a pro-rata basis:

a. Sick Leave

b. Leave of Absence

c. Overtime Pay, if applicable

d. Reimbursement of 50% for applicable and pre-approved training provided by the Ohio Peace Officers Training Academy (OPOTA)

e. Reimbursement of 50% of the cost of purchasing the prescribed uniform, except the firearm with proof of purchase.

f. Uniform maintenance allowance of $50.00 per year upon presentation to the employer of paid receipts showing the date and place of purchase, the item purchased, and the purchase price.

g. Swim Pass for the part-time employee and his/her immediate family members

h. Reimbursement of damages, pursuant to Article 33, with proper receipt for repair.

i. OPERS

k. Any other payment or benefits required under applicable federal, state, or local laws

Article 22 – Uniform Maintenance Allowance

Section 1

The Park District shall arrange credit for up to Eight Hundred Dollars ($800.00) per Ranger per year at one or more stores approved from time to time by the Chief of Rangers, and Rangers may select items from the approved list at said stores. All orders must be placed on or before October 31 each year. Unused balances will not carry over from year to year. The uniform allowance is to defray the costs of purchase of new uniform items and additions to the existing uniform. Repairs of uniforms due to ordinary wear and tear, cleaning and maintenance of the uniform shall be the Rangers' responsibility.

Section 2.

New hires will be given the option to purchase a bulletproof vest and the Park District will reimburse the Ranger for 50% of the cost of the vest, up to a maximum of $300.

Any Ranger who does not currently have a bulletproof vest will be reimbursed for 50% of the cost up to a maximum of $300, once they have purchased the bulletproof vest.

Any Ranger who currently has a bulletproof vest and chooses to replace it, in accordance with the manufacturer's warranty, will be reimbursed for the cost of the replacement up to a maximum of $300. Upon proof that a vest is no longer effective for any reason other than the neglect or abuse of the vest by the Ranger, the vest may be replaced prior to the warranty.

Bulletproof shirt vests may be purchased as part of the uniform allowance.

If a grant(s) become available, the park district will assist the Rangers in obtaining the grant as an off-set to their portion of the cost of the bulletproof vest, as long as the Rangers meet all eligibility requirements of the grant.

Article 23 – Legal Defense/Liability

The Park District will provide professional liability insurance for each eligible employee at the Park District's expense, to protect the eligible employee from liability incurred in the lawful performance of his duties, which are performed within the course and scope of his employment with the Park District.

Article 24 – Swim Pass

Upon application, the Park District shall provide each eligible employee and members of his immediate family, without cost, a season pass for admission to Munroe Falls and Silver Creek Metro Parks during the swimming session. The passes will be issued and used in accordance with the same rules that apply to the public sale and use of season passes.

Article 25 – O.P.E.R.S.

The full amount of the statutorily required contribution to the Ohio Public Employees Retirement System shall be withheld from the gross pay of each bargaining unit member and shall be "picked up" (assumed and paid to the Public Employee Retirement System) by the Park District for the purpose of deferring federal, state and city income taxes. No member of the bargaining unit shall have the option to receive the contributed amount directly.

Article 26 – Life Insurance

Eligible employees will receive a $25,000 group term life insurance policy paid by the Park District. If an employee dies in the line of duty, the term insurance will be paid out double indemnity. Rangers may declare any person beneficiary for this life insurance policy. If the present insurance rate is raised during the term of this contract, the parties shall meet within thirty (30) days of notice of such change to renegotiate (the) this provision.

Article 27 – Health Benefit Plan

Section 1

The Park District shall provide an employee group health benefits plan for all full-time, year-round employees covered by this Agreement. This plan shall include dependent coverage, where applicable.

Effective May 1, 2013, the health care plan will be amended to include a per pay premium share of $17.88 for Employee, $39.05 for Employee/Spouse, $31.60 for Employee/Children, $53.75 for Family.

Effective June 1, 2014, the health care plan will be amended to include a per pay premium share of $20.11 for Employee, $43.93 for Employee/Spouse, $35.54 for Employee/Children, $60.46 for Family.

Effective June 1, 2015, the health care plan will be amended to include a per pay premium share of $22.35 for Employee, $48.81 for Employee/Spouse, $39.49 for Employee/Children, $67.18 for Family.

Effective May 1st, 2013, the health care plan will be amended to increase the deductible to $500.00 for individuals and $1,000.00 for families and all categories of out-of-pocket expenses are increased to reflect this increase, i.e., $250.00 for individuals and $500.00 for families.

Effective May 1st, 2013, the health care plan will be amended to increase the co-pays from $15.00 to $20.00.

Effective May 1st, 2013, the health care plan will be amended to increase the prescription co-pays to $20.00 for generic and $40.00 for non-generic.

During the term of this Agreement, no substantial changes in coverage shall be made without the mutual agreement of the parties. The parties hereby agree to meet to discuss and approve such changes in the plan. The changes will be in writing and signed by both parties.

Section 2

The Park District shall provide to eligible employees, the vision plan now in effect or its substantial equivalent.

Section 3

The Park District will offer and pay for smoking cessation seminars or clinics selected by the Park District. Eligible employees must complete any seminar or clinic for which the Park District has paid a fee. An eligible employee who fails to complete a seminar or clinic program must reimburse the Park District for any fees paid. A smoking cessation seminar or clinic shall be offered to an eligible employee a maximum of three times during the term of this agreement.

Section 4

The Park District shall provide the dental benefit to eligible employees and their eligible dependents.

Section 5

The Union and the Park District agree to cooperate with each other and take all actions necessary to comply with all applicable requirements of the Americans With Disabilities Act, the Family and Medical Leave Act, and the Patient Protection and Affordable Care Act, regardless of whether such actions are in conflict with other provisions of this Agreement, it being the intent and commitment of both parties to ensure full compliance with these federal statutes.

Article 28 – Alcohol and Drug Policy

Section 1

In the interest of providing a safe, productive work environment at all Park District facilities and to safeguard Park District property, the health of its employees and the safety of the general public, the parties agree that bargaining unit members shall be prohibited from using, selling, transferring, or possession of alcohol, illegal drugs or controlled substances on Park District premises. This prohibition also extends to such conduct in Park District vehicles wherever they may be located.

Section 2

Drug or alcohol screening or testing shall be conducted upon the finding of reasonable suspicion. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug or alcohol screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Park District from other administrative action but such actions shall not be based solely upon the test results. Reasonable suspicion is created by but not limited to an employee's abnormal behavior, impaired work performance, or involvement in an accident that would cause a supervisor to reasonably believe that the employee may be under the influence of, or is impaired due to use of an illegal drug or alcoholic beverage. Reasonable suspicion may also include atypical behavior by the employee; a change in the pattern of an employee's prior performance, attendance, and punctuality; observation of apparent drug or alcohol use, possession, sale or distribution of apparent illegal drugs; physical symptoms such as slurred speech, dilated pupils or pinpoint pupils, odor of alcoholic beverages, or marijuana, staggering, etc; a report of alcohol or other drug use as provided by a reliable and credible source; the identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking; or repeated or flagrant violations of the Park District's safety or work rules that pose a substantial risk of physical injury or property damage.

Section 3

All drug or alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure if that test is applicable to the substance being tested. For the purpose of alcohol testing, impairment will be consistent with current state statute.

Section 4

Drug or alcohol screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists. The employee may have a second confirmatory test done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test.

a. If all the screening and confirmatory tests are positive the Park District shall require the employee to participate in a rehabilitation or detoxification program as determined by appropriate medical personnel. The cost of the program will be covered by the employee's health benefit plan.

b. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or personal days for the period of the rehabilitation. If no such leave credit is available the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.

c. Upon completion of the program and retest that demonstrates that the employee no longer is illegally using a controlled substance or alcohol the employee shall be returned to his position. The employee may be subject to periodic re-testing upon return to his position for a period of one (1) year from the date of his return.

d. Any employee in the above mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

e. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, he shall be subject to immediate discharge.

f. Except as otherwise provided herein, the cost of all drug screening shall be borne by the Park District.

g. The employee will be allowed one opportunity to enroll in the above rehabilitation program. If having successfully completed the program once and the employee returns to the same or substantially similar behavior he will be subject to immediate discharge.

h. Nothing in this Article will prevent the employer from disciplining an employee for any improper conduct committed while under the influence of drugs or alcohol, up to and including discharge.

Section 5

For the purpose of implementing the provisions of this Article each employee shall execute medical releases in order for the Park District to obtain the results of the drug screening provided for in this Article. The release referred to in this section shall authorize only the release of examination results pertaining to the drug screening test. The medical release forms shall be provided by the Park District.

Article 29 – Personnel Files

Section 1

Any employee requesting, at a reasonable time, to review his personnel file shall be granted his request within a seventy-two (72) hour period. Any employee who reviews any adverse materials in his files shall be permitted to submit a letter of rebuttal or explanation to be attached to the adverse material. The letter of rebuttal or explanation shall be submitted not later than 30 days after the employee has inspected his file.

Section 2

If an employee is given a written warning the written warning will be repeated instead of giving a suspension or termination if a subsequent offense is committed more than two (2) years after the previous offense.

Section 3

The Park District shall provide a copy of the periodic performance evaluation to each Park Ranger.

Article 30 – Safety

The parties hereby agree that the employees are able to raise safety issues to the Park District at any time. Any such issues are to be submitted in writing to the Chief of Rangers regarding a safety issue concerning the employees. The Park District shall arrange a meeting with no more than two (2) members of the bargaining unit regarding the issue as soon as possible after the issue is submitted in writing to the Park District. The members attending the meeting shall be paid for the time so spent and the parties understand that frivolous safety concerns are not to be submitted.

Within fifteen (15) days after such meeting the Park District shall reply in writing regarding the safety concerns raised by the employees.

Article 31 – Saving Clause

Section 1

If any clause or provision in this Agreement shall become invalid under any existing or future Federal or State legislation or the decision of a court of competent jurisdiction the remainder of the provisions shall not be affected thereby.

Section 2

In the event a provision of this Agreement becomes invalid the parties shall meet within ten (10) days to negotiate a legal alternative provision.

Article 32 – Representation

Section 1

Negotiations shall be carried on by a committee representing the Park District and a committee representing the Union.

The Park district shall designate its representatives to the committee and the Union shall select not more than three (3) members who are employees of the Park District to act in their behalf.

Section 2

The non-employee representative(s) of the Union shall be admitted to the Park District's premises for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement with the prior approval of the chief of Rangers or his designee. The Park District shall facilitate any necessary contact between the representative(s) and an on duty bargaining unit member provided that the arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 3

The Union may schedule special meetings of on and off duty members of the bargaining unit on Park District property in so far as those meetings are not disruptive of the duties of the employees of the Park District or the efficient operation of the Park District. Special meetings of the rank and file members (are) for the purpose of taking a ratification vote on an issue relating to the Agreement between the Park District and the Union may be held at any hour during the normal hours of operation of the Ranger Department.

The Union may request the use of a Park District facility for a scheduled special meeting of the bargaining unit provided the request is made at least 48 hours prior to the meeting. The request shall be made to the Chief of Rangers or his designee. The Park District will provide a facility at no cost for a Union special meeting subject to the availability of the location requested.

Section 4

Reasonable provisions shall be made by the Park district so that a maximum of three bargaining unit members selected by the Union as representatives on their negotiating committee will be carried in an on duty status for the actual time spent in negotiations. If the time spent in negotiating is less than eight hours, the remainder of the eight hour shift will be completed at a duty assignment to be made at the time of the conclusion of the meeting. In the event that a meeting extends longer than eight (8) hours the bargaining unit members will not accrue overtime as a result of the negotiating activities.

Section 5

The Union shall be authorized a delegate time bank. Each year of this Agreement bargaining unit members shall be authorized to donate a minimum of four (4) hours and a maximum of eight (8) hours of accrued vacation leave or one personal day to said time bank. The donation will be verified on a voucher form provided by the Union. The form will be signed by the donor and the delegate and a copy provided to the Park District.

The Union delegate may utilize all aforementioned provisions of this section to attend Union functions such as, but not limited to, conventions, educational meetings, or conferences. The Delegate or his designee shall notify the Chief of Rangers as soon as practicable upon learning of the need for such leave. In any event, the request to utilize any leave granted under this section shall be made not less than three (3) days prior to the posting of the work schedule during which the leave is to take place.

Section 6

The Union shall have use of suitable existing bulletin boards for the posting of Union notices or other business materials.

Article 33 – Reimbursement of Damages

If in the performance of his duties as a Park Ranger he should suffer damage due to the intentional act of another to his eyeglasses, wristwatch, dentures, uniform, or other items of authorized equipment, he shall be reimbursed for said damages in an amount up to $400.00 per claim. Proof of loss shall be submitted to the Park District for approval. Proof shall be submitted within ten (10) calendar days of the loss. This time limit may be extended with Park District approval.

Article 34 – Promotions

It shall be the policy of the Park District to promote from within the organization when qualified employees are available. Opportunities for advancement or promotion to jobs outside the bargaining unit will be posted on the bulletin board at each field office. Before filling the position all qualified applicants will be evaluated by the Park District. The determination of the best qualified applicant or applicants shall be made solely by the Park District.

An employee promoted to a position outside the bargaining unit who is unable to perform satisfactorily in the position during a ninety (90) day probationary period shall be reinstated to the position within the bargaining unit from which he was promoted. The determination of satisfactory performance shall be made solely by the Park District.

When a job outside the bargaining unit is posted and applied for by an employee in the bargaining unit he shall be given an answer to his application immediately after the selection has been made.

Article 35 – Labor Management Committee

A labor management committee shall be established consisting of two (2) representatives of the Park District and two (2) members of the Union. Meetings of the committee shall be held periodically at a time and location mutually agreed upon. A representative of the OPBA may attend any of the meetings of the committee. Meetings shall not interfere with the operational needs of the Park District.

An agenda containing the items to be discussed shall be exchanged at least three (3) working days prior to any scheduled meeting.

Article 36: Sexual and Other Unlawful Harassment

All Park District employees have the right to work in an environment free from intimidation and/or harassment of any kind, including sexual harassment. The Park District and Union will not tolerate sexual harassment, or harassment on any basis, of or by any of its employees or third parties. Actions, words, jokes, requests or comments based on an individual's sex, race, ethnicity, age, religion, disability or any other legally protected characteristic, will not be tolerated in the park system. Such misconduct demeans the fellow workers and undermines the integrity of the employment relationship. The parties agree to follow the Board policy on Sexual and Other Unlawful Harassment adopted 12/04/98.

Article 37 – Seniority

Section 1

An employee's in-grade seniority shall be interpreted as the date he assumes a full-time classification (i.e. 40+ hours schedule and receiving benefits).

Section 2

All newly appointed bargaining unit members are considered probationary employees for the first twelve (12) months of employment. Probationary employees are not able to exercise the application of any seniority rights established in this Agreement. If any employees share the same date and time of hire, the month and date of birth of the affected employees will be used to set their position on the seniority list. The absolute value of the cardinal number representing the month of birth will be used first. If the Park Rangers are still tied, the absolute value of the cardinal number representing the day of birth will be used to establish the position on the seniority list.

Section 3

The Park District will furnish a seniority list to the Union upon the request of the Union but not more often than once per calendar year.

Section 4

The Park District shall utilize the most up to date seniority list. With this list, the Park District shall maintain accordance with employee's seniority; commencing with the employee with the most seniority to least for the application of the following sections, jobs, and details:

a. Establishing Paid Time Off
b. Establishing overtime staffing and scheduling
c. Establishing staffing and scheduling for extra security as articulated in Article 39
d. Employee layoff/recall as articulated in Article 42

Article 38 – Ranger in Charge

Section 1

Temporary assignments of Park Rangers to perform some of the duties of a Ranger Supervisor in the capacity of Ranger in Charge shall be made by the Chief of Rangers or his designee.

A temporary assignment to Ranger in Charge may be refused with permission of the Chief of Rangers or his designee.

Section 2

Any bargaining unit member assigned as Ranger in Charge, and/or a Field Training Officer shall receive a one-dollar ($1.00) per hour stipend for each regular hour worked as Ranger in Charge, and/or Field Training Officer. Any overtime earned as Ranger in Charge and/or Field Training Officer shall be based on the hourly rate of pay including the stipend.

Section 3

Any eligible employee temporarily assigned as Ranger in Charge shall maintain his classification as a bargaining unit member, seniority, and grievance and arbitration rights for the period of temporary assignment.

Section 4

The Swim Parks Aquatics Supervisor and Volunteer Bike Patrol Supervisor will receive an annual stipend of $400.00 for their work payable, on the payroll period immediately proceeding Memorial Day.

For the school programs coordinators, the completion of the assignment shall be deemed to be June 30 of each year.

Range officers, school programs coordinators, and CPR instructors will be given an annual stipend of $200.00, the first pay day after Thanksgiving Day.

Article 39 – Extra Security

If the Chief of Rangers determines or if a user of Park facilities decides that extra security is needed beyond what is normally scheduled by the Chief for that event, the security position will be offered first to off-duty Bargaining Unit members before being offered to Park Managers, Park Ranger Supervisors or outside police agencies. Existing events will be manned as they have been historically, regardless of this Section. This Section does not apply to persons or groups who are normally accompanied by personal security (e.g., school children or celebrities) nor does it apply to non-park events whose traffic control, etc. is provided by the local law enforcement agencies on city streets which go through the Parks. This Section is intended to apply only to events held in the Park where extra security is needed as determined by the Chief of Rangers or the event sponsor.

Article 40 – Fitness Testing

INTRODUCTION

There is a recognized need for commissioned officers/rangers to maintain a minimum physical conditioning due to the nature of the work they perform. To that end, management will provide voluntary physical fitness testing and voluntary compliance for all commissioned rangers who were hired prior to January 1, 2009. Mandatory physical fitness testing and mandatory compliance will be required of all commissioned rangers hired after January 1, 2009.

The testing standard the department will use is the "OPOTC Fitness Testing Entry Standard". All commissioned bargaining unit rangers who successfully complete this minimum standard of the annual physical fitness test shall receive either 8 compensatory hours, or $100. The "pre-employment test" for new hires will not be applicable to completion of the "annual physical standards test" and will not initiate the compensatory allowance.

PHYSICAL STANDARDS TESTING

The Ohio Peace Officer Basic Training Program has established minimum physical fitness standards an applicant must possess to become a peace officer. Employees hired after January 1, 2009 as commissioned rangers in the department will be required to meet or exceed these standards on an annual basis. Incumbents hired prior to 1/1/09 will be encouraged to meet these standards annually.

There are three (3) physical fitness components that comprise the physical standards testing;

1. One-Minute Sit-ups. This measures abdominal, or trunk, muscular endurance. While lying on his/her back, the person being tested will be given one (1) minute to do as many bent leg sit-ups as possible.

2. Maximum Push-ups. This measures the muscular endurance of the upper body. This component consists of doing as many push-ups as possible in one (1) minute.

3. 1.5 Mile Run, or 3 mile walk. This measures aerobic power or cardiovascular endurance (stamina over time). To complete this component you must run/walk as fast as possible, a distance of 1.5 miles, or walk only as fast as possible for the 3 mile walk.

The results of these tests will then be applied to the OPOTA established minimum standards to determine successful completion. Testing will be conducted on a annual basis. The ranger, to pass the physical standards test, must attain the current age/gender minimum scores required by OPOTC. These rates are subject to change as determined by the OPOTC. All participating in testing will be required to sign an informed consent form prior to testing. Applicants considered for selection as commissioned rangers after January 1, 2009, will be required to comply with these minimum fitness standards as a condition of employment pursuant

to the department's policies regarding the hiring process of Park District rangers. As stated previously, the pre-employment test will not be applicable to completion of the annual physical standards test.

MANDATORY TESTING

All rangers hired and/or commissioned after January 1, 2009 will be required to comply with the OPOTC Fitness Standards on an annual basis. Failure to successfully meet the Fitness Standards at the initial test will result in a retest in approximately 4 weeks. Failure of the second test will result in a third test, which will take place approximately 4 weeks from the date of the second test. Failure of the third test will result in a fourth and final test, which will be conducted approximately 4 weeks from the date of the third test. Tests may be conducted sooner if agreed to by the parties.

CORRECTIVE ACTION

Failure of a mandatory physical standards test by those required to pass will result in two retraining opportunities. Failure to pass on a third attempt will lead to a verbal warning. A fourth failure to pass will lead to a written warning. A fifth failure to pass will lead to a one day suspension. A sixth failure to pass will result in a three day suspension. Subsequent failures will result in five day suspensions.

Physical restrictions will be acknowledged when a documented, medical excuse is presented prior to or at the time of qualification. Rangers are qualified for one year with successful completion. However, if a Ranger is on disability leave during fitness qualification, the Ranger must re-qualify on return to duty.

VOLUNTARY TESTING

All commissioned rangers hired and/or commissioned before January 1, 2009 will be offered the opportunity to comply with the OPOTC Fitness Standards. All voluntary tests will occur during the scheduled testing hours and shall receive 8 compensatory hours, or $100, for successfully passing the OPTC minimum fitness standard. Any ranger who fails the test may be allowed one retest opportunity within 4 weeks of the original test date.

TESTING ADMINISTRATION

Instructors who have been instructed in physical fitness standards protocol by OPOTA or equivalent will administer physical fitness tests and the instructors will follow the OPOTA testing standards as practicable.

COMMITMENT TO FITNESS

To assist in physical fitness, under the guidance of Ranger Supervision, all Rangers will be given a period of two (2) hours per month on the Park District's time to work on physical training specific to the Fitness Testing standards, i.e., push ups, crunches, running, etc.

Article 41 – Duration

Section 1

This Agreement shall be effective as of the 15th day of April, 2013 and remain in full force and effect until the 30th day of June, 2015.

Section 2

In the event either party desires to modify this Agreement, notice in writing shall be given to the other party at least one hundred twenty (120) days prior to the termination date of this Agreement. In the event such notice is given negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 3

In the event either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the first paragraph of this Article.

Article 42 – Lay Offs

Section 1

In the event a layoff becomes necessary, employees shall be laid off in the following order:

- Any temporary Ranger (Seasonal Ranger, Casual Ranger. and the like, but excluding Reserve Ranger);
- Any part-time Ranger;
- Any probationary full-time Ranger;
- Any full time Ranger.

Such employees shall be laid off in the inverse order of the employee's seniority, commencing with the employee with the least amount of seniority, etc.

The Park District shall give an employee who is to be laid off a minimum of two (2) weeks written notice, where possible, indicating the circumstances which make the layoff necessary, with a copy furnished to the Union.

Section 3

The Park District adheres to the agreement that no new employees shall be hired in the classification of Temporary, Part-Time, Probationary Full-Time, or Park Ranger (Full-Time/non-probationary), nor shall any promotions be made in that classification until all employees on a layoff status from that job classification desiring to return to work have been recalled to that job classification, and until all employees in layoff status from some other job classification desiring to return to work, and having the qualification, skill and ability to perform the work satisfactorily and efficiently have been recalled.

The Park District adheres to the agreement that no non-paid employees other than Reserve Rangers shall be utilized in any manner, until all employees on a layoff status from any Ranger job classification desiring to return to work have been recalled to that job classification.

Section 4

When the Park District increases the work force in a job classification following a layoff employees will be recalled to their job classification in accordance with their seniority commencing, with the employee with the most seniority, etc. The Park District shall notify employees being recalled to work after layoff by certified mail sent to the employees last known address not less than five (5) calendar days prior to the time the employee is requested to return to work, with a copy furnished to the Union.

Section 5

It shall be the responsibility of each employee to keep the Park District informed of his current correct address and telephone number, and any employee who fails to report to work at the time required without good cause shall forfeit his seniority and employment.

IN WITNESS WHEREOF, the parties hereto have set their hands, this 27 day of JUNE, 2013.

Keith D. Shy, Director-Secretary
For the Park District

Michael Hostler, Esq.
For the O.P.B.A.

Douglas J. Shepard, Chief of Rangers

Michael L. Phillips

Travis A. Hiegel

Jesse L. LeMasters

Date 6/27/13

Date 6/27/13

APPENDIX A : WAGE SCHEDULE FOR COVERED EMPLOYEES

Effective April 15, 2013, Rangers will be paid according to the following scale:

	Years of Service	Wage
Level 1	0-1 years	$ 17.47
Level 2	1-3 years	$ 19.38
Level 3	4-5 years	$ 19.89
Level 4	5-14 years	$ 20.83
Level 5	15 years and above	$ 22.55

Effective April 1, 2014, Rangers will be paid according to the following scale:

	Years of Service	Wage
Level 1	0-1 years	$ 17.81
Level 2	1-3 years	$ 19.76
Level 3	4-5 years	$ 20.28
Level 4	5-14 years	$ 21.24
Level 5	15 years and above	$ 23.00

APPENDIX B: SICK LEAVE/WORKMAN'S COMPENSATION

In Re: _____
(Print Name)

Claim: _____
(Workers Compensation Number)

On the _____day of _____, 20_____, at Akron, Ohio in the County of Summit, this agreement between Metro Parks, Serving Summit County, the employer, and

_____, the employee, was executed under the following terms and conditions:

The employer has, since the inception of employee' disability resulting from an accident suffered by the employee on the _____ day of _____, 20_____, while in the course of his employment, said an advancement of wages in order to provide him with the necessities of life, in consideration of which the employee has agreed to reimburse the employer for the amounts so advanced insofar as possible out of payment of Workers Compensation allotments made to the employee out of the State Insurance Fund.

This agreement shall be the authority to send all warrants for Temporary Total to the employee care of the employer for no more than the first 12 weeks of compensation closely following the date of injury.

_____	_____	_____
(Period of Sick Leave/Vacation)	(Hours)	(Gross Pay)

_____	_____
(Claimant's Signature)	(Employer's Signature)

APPENDIX C: REQUEST FOR LEAVE OF ABSENCE

NAME:_____**DATE:**_____

I hereby request a Leave of Absence beginning:_____

Planned date of return to work: _____

Reason for leave: _____ Education _____ Medical _____ FMLA

Other (please explain):

_____

_____

_____

Please attach documentation supporting Reason for Leave of Absence.

Vacation/Sick pay requested?: _____Yes _____ No
(Note: Metro Parks may require use of Vacation/Sick time for certain leaves of absence.)

Received by: _____ Date: _____

APPENDIX G: SICK LEAVE ACCRUAL REDEMPTION

Serving Summit County
Since 1921
975 Treaty Line Road

Akron, OH 44313-5898
www.summitmetroparks.org

Sick Leave Accrual Redemption Policy
June 21, 2006, 72.2006
Revised February 25, 2009, Resolution 44.2009
Revised January 28, 2010, Resolution 8.2010
Revised August 31, 2010, Resolution 155.2010
Revised May 20, 2011, Resolution 106.2011
Revised April 10, 2012, Resolution 77.012

BE IT RESOLVED THAT, Metro Parks, Serving Summit County will maintain a Sick Leave Accrual Redemption program that will pay current full-time employees hired prior to January 1, 2009 one-half (1/2) of the sick leave hours accumulated over 180 days on an annual basis or upon retirement at their current hourly rate. Employees are limited to a future maximum of 180 days, once paid down to 180 days.

Full-time employees employed after January 1, 2009 will mandatorily participate and accrue up to 180 days. Annually thereafter, full-time employees will be paid one-third (1/3) of the hours over 180 days at their current hourly rate, or upon retirement, full-time employees will be paid 1/3 for their remaining sick leave hours, at their current hourly rate.

Full-time bargaining unit employees hired prior to January 1, 2009 shall have the right to participate in the Sick Leave Accrual Redemption program on a voluntary basis and may elect to enroll in the program annually by the first of January in any year. Once an employee enrolls into the program, it becomes permanent All other full-time employees hired prior to 1/1/2009 and who are enrolled in the program, will automatically have their accumulated sick leave hours over 180 days put up for redemption each year and redeemed on a pro-rata basis.

The redemption of sick leave accruals over one hundred twenty hours, if any, will be determined based on budget availability on a year-to-year basis. Redemption will come after the annual year-end accruals audits are completed. Year end accrual audits are conducted each January for the previous year's accruals. The sick leave accrual benefit provides the accrual rate of 4.6 hours for every 80 hours worked, not to exceed 119.60 hours of accrued sick leave between January 1 and December 31 of any given year.

CONVERSION OF SICK LEAVE ACCRUALS FOR OPERS PURPOSES:

The first one hundred twenty hours of redeemed sick leave accruals will **only** be paid out in January of each year, must be earned between January 1 and December 31of the previous year, and the amount redeemed will be minus any sick leave used in the previous year. Sick leave redemptions are funded on an annual basis and not subject to budget constraints.

«CL2:405024_3»

Side Letter
June 21, 2013

Regarding Article 27 (Health Benefit Plan), Section 1 of the Metro Parks/OPBA Collective Bargaining Agreement (2013-2015), the parties have agreed that because the Employer believes that the language with regard to premium shares should include "or fifteen percent (15%) of the then total COBRA premium, whichever is higher", and because the Union believes that the language with regard to premium shares should not contain the language described above, the parties have agreed to execute the contract with the "or fifteen percent (15%) of the then total COBRA premium, whichever is higher" language removed, on a provisional basis.

However, if during the term of this agreement the premium share as indicated in the above Article 27 (Health Benefit Plan), Section 1 falls to less than 15% of the total COBRA premium, the parties will submit the issue of whether the relevant language should be included or excluded from Article 27 to arbitration. That grievance will follow the Grievance Procedure outlined in Article 13 of the Collective Bargaining Agreement in order to reach a final and binding resolution.

Keith D. Shy, Director-Secretary
For the Park District

Michael Hostler, Esq.
For the O.P.B.A.

«CL2:406292_1»