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**AGREEMENT**

*between*

**NATIONAL TRAIL PARKS AND RECREATION  
DISTRICT**

*and the*

**OHIO COUNCIL 8, LOCAL 1608  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)  
AFL-CIO**

***July 1, 2012 through June 30, 2014***

**CITY OF SPRINGFIELD**  
**OHIO COUNCIL 8, LOCAL 1608, AFSCME**  
**NATIONAL TRAIL PARKS AND RECREATION DISTRICT**  
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## **ARTICLE 1 - PURPOSE**

THIS Contract is made by and between The National Trail Parks and Recreation District, hereinafter referred to as "NTPRD" or "Management", and Ohio Council #8, Local 1608 of the American Federation of State, County and Municipal Employees, of the AFL-CIO, hereinafter referred to as the "Union", for the purpose of providing a fair and responsible method of enabling employees covered by this Contract to participate through the Union in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties.

## **ARTICLE 2 - RECOGNITION OF UNION**

### **SECTION 1 - REPRESENTATION**

The NTPRD recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as hereinafter defined.

### **SECTION 2 - UNIT DEFINED**

The bargaining unit shall consist of all employees assigned to classifications herein listed:

Building Maintenance Worker  
Equipment Maintenance Worker  
Turf Maintenance Worker  
Turf Laborer

If a position which formerly was in the bargaining unit is later reinstated or a position with substantially similar duties is created, such positions will be within the bargaining unit. The assignment of such new or re-created positions to a pay classification shall be negotiated when and if such situation arises.

### **SECTION 3 - EXCLUSIONS FROM BARGAINING UNIT**

All employees whose classification is not listed in Section 2 shall be excluded from the bargaining unit.

In addition, the following groups of employees are specifically excluded from the bargaining unit:

- (a) Temporary, seasonal and/or part-time employees.
- (b) Management, Professional, Technical and Administrative classes.
- (c) Individuals in the CEO's office, Personnel Department, Finance Department, Law Department and Office of the District Board, including its various boards and commissions.
- (d) Supervisory classes.

**SECTION 4 - EMPLOYEES DEFINED**

- (a) The term "employee or employees" as used in this Contract shall refer to those persons included in the bargaining unit. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.
- (b) The term "temporary employee" shall be defined as an employee who is employed for less than thirty working days.
- (c) The term "part-time employee" shall be defined as an employee who is scheduled to work less than forty (40) hours per week.
- (d) The term "seasonal employee" shall be defined as an employee who works in a position where the work is not continuous throughout the year, but recurs in each successive calendar year. Seasonal positions shall not be utilized in situations where to do so would result in replacement of current bargaining unit employees.

The term "current" as utilized in this Article refers to the status held at the time this Contract is executed.

**ARTICLE 3 - SUBJECTS FOR BARGAINING**

The Union has sole and exclusive bargaining rights under this Contract on the following subjects:

- (A) Wages
- (B) Hours
- (C) Fringe Benefits
- (D) Working Conditions

**ARTICLE 4 - NONDISCRIMINATION**

**SECTION 1**

The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, handicap, Union affiliation or lack of Union affiliation. The Union and the Management shall share equally the responsibility for applying this provision of the Contract.

**SECTION 2**

The Union and Management shall comply with existing Federal and State EEO regulations and promote Affirmative Action in the Union and employment in The National Trail Parks and Recreation District.

## **ARTICLE 5 - MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by a specific provision of this Contract, the NTPRD shall have the sole exclusive right to manage the operations, control the premises, select and direct the working forces, and maintain efficiency of operations. Specifically, the NTPRD's exclusive Management rights include, but are not limited to: the sole right to hire; discipline, suspend and discharge for just cause; lay off; and promote or demote; to promulgate and enforce employment rules and regulations; to reorganize, discontinue, enlarge or reduce any department or division; to transfer employees (including the assignment and allocation of work) within the department/division or to other departments/divisions; 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, the number of shifts required, scheduling the work and production; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked. The NTPRD shall not exercise these rights in violation of the provisions of this Contract or in violation of the provisions of any state or federal law currently in effect or having become law during the life of this Contract. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The NTPRD, therefore, retains all Management rights not otherwise covered in this Contract.

## **ARTICLE 6 - UNION BUSINESS**

### **SECTION 1 - STEWARDS**

The Union may select two stewards, each of which must be based at separate work locations. The Union shall furnish the Personnel Department with the names of the stewards and their work divisions. This list shall be kept up to date at all times by the Union. Time away from the job for Union business shall not be granted unless an employee is on the list of stewards. Such permission will not be unreasonably denied.

### **SECTION 2 - UNION OFFICER REPRESENTATIVE**

The President and Vice-President shall have the same privileges accorded a steward by this Contract, when it is known that a steward and/or chapter chairperson will be absent or unavailable.

### **SECTION 3 - UNION LEAVE WITHOUT PAY**

An employee elected or appointed to office in the Union or selected by the Union for a Union assignment which takes such employee from his/her employment with the NTPRD may be granted leave of absence without pay not to exceed twelve (12) months, mutually approved by the Management and the Union. And, upon his/her return, if within such leave of absence period, shall be reinstated at work generally similar to that performed last, prior to such leave of absence.

#### **SECTION 4 - UNION PRESIDENT PAID LEAVE**

The President of Local 1608 or his designee shall be permitted to be absent with pay for a total of twenty (20) days or 160 hours each twelve (12) month period of this Contract, to attend AFSCME meetings and conferences and/or perform Union administrative duties. Unused days of any twelve (12) month period will be carried over into the following year. An additional forty (40) hours annually will be authorized to attend national, state, or local conventions, seminars or training sessions. Meetings with the NTPRD shall not be chargeable to this type of leave unless the meeting is requested by an employee or the Union. Such time may be taken in increments of one (1) hour or more. The President shall request in advance such time in writing to the CEO or his designee.

#### **SECTION 5 - UNION MEMBERS PAID LEAVE**

The NTPRD shall grant Local 1608, in addition to the above, an aggregate total of not more than five (5) days or forty (40) hours of paid leave per year of the Contract for use by the Union members for conducting Union business. No more than three (3) Union members shall make use of paid leave at any one time. Union absence without pay will be granted up to a total of not more than eighty (80) additional hours. No more than three (3) Union members shall make use of this leave at any one time. During such leave, fringe benefits will be continued. The Union may utilize the aforementioned paid leave by notifying the employee's supervisor, in writing, who in turn will notify the CEO or his designee no less than eight (8) calendar days prior to the start of the leave, and providing no more than two (2) employees from any one division are designated by the Union for said leave at any given time unless otherwise agreed to in writing between the NTPRD and the Union.

#### **SECTION 6 - ON-DUTY PAY**

- (a) A steward or chapter chairperson complying with Article 6, Section 1 of this Certificate of Contract who is away from the job and is released from his/her required work duties for the purpose of investigating the grievance of an employee shall be continued in an on-duty pay status during such absence.
- (b) The NTPRD will continue the on-duty pay for a maximum of three (3) witnesses called under this Contract's grievance procedure or no more than the total number of employee witnesses called by management and for a maximum of two (2) Union officers (including stewards) who may represent the aggrieved as defined in Article 27, Grievance Procedure.
- (c) The NTPRD will continue the on-duty pay for the Union members of the Labor/Management Committee and Safety Committee for periods when attending such meetings, during their regular duty hours.
- (d) Negotiating Committee. The President and Recording Secretary shall be standing members of the bargaining committee. Each division shall be limited to no more than two (2) members (including the standing members) on the bargaining committee, unless prior approval of the NTPRD is requested and received to expand such number. Further, paid status within the above limitations shall be limited to two (2) from the Parks unit, excluding the President and Recording Secretary if they are NTPRD employees.

- (e) No overtime or compensatory time will be paid for the above-mentioned periods.

In all of the above-mentioned uses of on-duty pay, it is necessary for the Union member, steward or officer to notify his/her immediate supervisor in advance of his/her Union activity.

#### **SECTION 7 - UNION LEAVE FORM**

Union business leave and continuation of on duty pay for grievance investigations shall be granted upon submission of a "union leave form" approved by the Union President or his designee and the CEO or his designee.

#### **SECTION 8 - UNION COMMITTEE APPOINTMENTS**

Where practical, to avoid disruption to the work force, Union committee appointments will be structured on a broad base of employee involvement, averting multiple assignments to various committees.

#### **SECTION 9 - NEW HIRES**

An officer of the Union will be permitted to discuss the role of the Union and Union business with all new hires to bargaining unit positions as part of the orientation process.

### **ARTICLE 7 - PAYROLL DEDUCTIONS**

#### **SECTION 1 - AUTHORIZATION AND FAIR SHARE**

Employees who are members of the Union shall deliver to the NTPRD signed dues authorization cards authorizing the NTPRD to deduct regular monthly dues from their wages. The amount of the regular monthly dues to be deducted shall be certified to the NTPRD by the Union President or Treasurer.

All employees in the bargaining units defined herein who, sixty (60) days from the date of hire, are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the NTPRD by the Secretary-Treasurer of the Local Union. The NTPRD shall be financially responsible for failure to withhold "fair share fees" after the Union has notified the NTPRD, in writing, of a specific instance of failure to withhold. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Contract. The Union will indemnify and save the NTPRD and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the NTPRD and the Union, jointly.

The Union agrees to establish a fair share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the NTPRD with a copy of the Union's fair share fee procedure.

The NTPRD will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deduction shall be made from the bi-weekly pay of all bargaining unit employees. In the event an employee's pay is insufficient for the deduction, the NTPRD will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to AFSCME Ohio Council 8 no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The NTPRD shall provide the following information to the Union on a monthly basis:

- (a) List of Union members from whom deductions were made, the name, Social Security number of each member, and the amount deducted.
- (b) List of fair share fee employees from whom deductions were made, the name, Social Security number of each member, and the amount deducted.

## **SECTION 2 - PAYROLL DEDUCTIONS**

The NTPRD will provide the availability of two (2) "check off" slots for voluntary programs sponsored by the Union.

# **ARTICLE 8 - WAGES**

## **SECTION 1 - RATES**

### (a) Schedule of Rates

1. Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classification, and rates for jobs of employees covered by and for the duration of this contract.
2. If, between July 1, 2012 and June 30, 2014, a general increase in wages is granted to the City of Springfield's non-bargaining unit employees, the same general increase shall be granted to bargaining unit employees on the same basis, effective immediately upon the implementation of the raise to the non-bargaining unit employees.

### (b) Regular Hourly Rate

Regular hourly rate of pay is the hourly rate set forth in Schedule A attached, corresponding with the class title, grade, and step for an employee in the bargaining unit. The regular hourly rate will be paid for the following:

1. The first eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.

2. The first eighty (80) hours worked in the employee's pay period, less all time for which overtime has been earned.
3. Time worked during the regular working hours of any shift which starts the day before and continues into a specified holiday.

## **SECTION 2 - DEFERRED COMPENSATION**

The NTPRD shall maintain the deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

## **ARTICLE 9 - LONGEVITY**

### **SECTION 1 - LONGEVITY PAY**

- (a) Longevity pay shall be provided for all bargaining unit employees employed prior to January 1, 2008 who attain five (5) years of service with the employer at the rate of \$92.50 per year of service.
- (b) Bargaining unit employees that are hired on or after January 1, 2008 who attain five (5) years of service with the employer shall be entitled to longevity pay at the rate of \$46.25 per year of service.
- (c) Longevity checks shall be distributed with the last pay in November. Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If a milestone anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the employee to the NTPRD or deducted from any compensation which may be due him from the NTPRD.
- (d) Employees who resign, are laid off, or retire from NTPRD employment will be entitled to any earned longevity pay when the final paycheck is issued; however, employees who are discharged from NTPRD employment shall forfeit all rights to longevity payment.
- (e) Longevity payments shall be included in the base rate only for the purpose of calculating overtime compensation.

## **ARTICLE 10 - HOURS OF WORK**

### **SECTION 1 - WORK DAY**

A work day shall consist of eight (8) consecutive hours, exclusive of lunch periods.

## **SECTION 2 - WORK WEEK**

A work week shall consist of five (5) eight (8) hour days during the period beginning at 12:01 A.M. Monday and ending at Midnight (12:00) Sunday.

## **SECTION 3 - DEFINITIONS-EMPLOYEE CATEGORIES**

(a) Normal Schedule

The normal schedule of hours shall consist of eight (8) consecutive hours per day, exclusive of lunch periods, five (5) consecutive days per week, Monday through Friday, starting 12:01 A.M. Monday to midnight (12:00) Friday.

(b) Continuous Operations Schedule

The normal schedule of hours may include Saturday and Sunday work where there is a continuous twenty-four (24) hours per day operation or where there is a continuous seven (7) days a week operation made necessary because of the nature of the work.

The first regular scheduled day off shall be considered as the sixth day of work if an employee is required to work. The second regularly scheduled day off shall be the seventh day of work if the employee is required to work.

## **SECTION 4 - HAZARDOUS WEATHER**

In the event of hazardous weather conditions the CEO or his/her designated representative shall determine if employees are to work or not and notify the news media only if they are not to report to work. In the event the weather conditions materially worsen during the work period, the CEO or his/her designated representative shall confer with the appropriate Union steward regarding weather conditions. The final decision regarding the employees working shall be made by the CEO or his/her designated representative.

## **SECTION 5 - REPORTING PAY**

Employees who are scheduled and report for work and are then prevented from working by conditions within the control of the NTPRD, not including acts of God or labor disturbances, will be paid for a minimum of four (4) hours at their regular rate.

## **SECTION 6 - CALL-IN PAY**

All employees of the bargaining unit who are called from home in case of an emergency shall be credited with the actual time they work for the purpose of computing their compensation for such work at the appropriate rate. However, in no event shall they be credited with less than three (3) hours time and in no case will duplicate call-out fees be paid unless the employee has returned home prior to the subsequent notification and the previous call-out period of three (3) hours has expired.

## **SECTION 7 - WORK BREAKS**

An employee shall be granted two (2) breaks in the work area per work day of fifteen (15) minutes each, one (1) in the first half of the shift and one (1) in the last half

of the shift, subject to the scheduling requirements of Management.

### **SECTION 8 - REPORTING ABSENCE OR TARDINESS**

Employees who are unable to report to work at their scheduled starting time are required to report their absence or tardiness by telephone. Employees will be advised by their supervisor as to the number to call and to whom to report. Different times for reporting absence or tardiness may be established for different operations based on the requirements of the work.

## **ARTICLE 11 - OVERTIME**

### **SECTION 1 - PAY FOR OVERTIME/TIME AND ONE-HALF (1.5) RATE**

The NTPRD shall pay overtime at the rate of time and one-half (1.5) times the accumulated hourly rate for all hours worked in excess of eight (8) on any work day (12:01 A.M. to 12:00 P.M.) or for all hours worked in excess of forty (40) in the work week (12:01 A.M. Monday to 12:00 P.M. Sunday), provided that:

- (a) For employees who are on shift assignment, overtime shall be paid for time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning such period with the starting time of the employee's regularly scheduled shift.
- (b) For time worked on the first day off of the scheduled work week, provided the employee has completed forty (40) hours at his/her accumulated hourly rate in said week in/on paid status. Provided, however, that in the case of an employee whose work schedule includes hours for which overtime is to be paid by reason of subsection (a) hereof, such an employee shall have such hours treated as hours worked at his/her accumulated hourly rate for purposes of determining whether such employee satisfies the requirements of this subsection (b).
- (c) As stated in Article 16.

### **SECTION 2 - PAY FOR OVERTIME/DOUBLE TIME (2.0) RATE**

- (a) The NTPRD shall pay overtime at the rate of double time (2.0 times the accumulated hourly rate) for time worked during a shift which starts the seventh (7th) day of the work week or the second (2nd) day off, providing the employee has already completed forty (40) hours at his/her accumulated hourly rate in said week in/on paid status. Provided, however, that in the case of an employee whose work schedule includes hours for which overtime is to be paid by reason of Section 1, subsection (a) hereof, such an employee shall have those hours treated as hours worked at his/her accumulated hourly rate for purposes of determining whether such employee satisfies the requirements of this Section 2.
- (b) Emergency time on a recognized holiday.

### **SECTION 3 - PAID LEAVE AND HOLIDAYS**

Paid leave and holidays will be considered when computing first (1st) and second (2nd) work days off.

### **SECTION 4 - LIMITS**

Overtime in excess of both hourly and weekly limits shall not be paid more than once on an overtime basis.

### **SECTION 5 - PYRAMIDING**

There shall be no pyramiding of overtime pay beyond shift differential. Time for which compensation at overtime rate is paid shall not be counted for purposes of calculation eligibility for other overtime payment, except as otherwise provided in Section 1(b) and Section 2(a) hereof.

### **SECTION 6 - OVERTIME CALCULATIONS**

All overtime shall be calculated after rounding to the nearest tenth of an hour.

### **SECTION 7 - DISTRIBUTION OF OVERTIME**

#### **(a) Overtime Procedures**

Overtime will be offered on a work unit basis before any offer is made outside of the work unit. Work units shall be defined as Snyder Park Golf, Reid Golf and Parks Maintenance. Overtime will be offered by position classification to all qualified permanent employees within a class, within a work unit. Overtime will next be offered to qualified permanent employees within a class in the related work unit (Snyder Golf - Reid Golf) before being offered to temporary, seasonal, intern or other employees. Emergency call-outs (less than twenty-four (24) hours advance notice) will be offered on a work unit basis only. Overtime lists will be established with listings on an NTPRD seniority basis. Overtime will be distributed on a straight rotation basis. Employees refusing overtime will be placed on the bottom of the list. Employees who report for work will be placed at the bottom of the list.

Employees who cannot be contacted will be offered overtime when next occurring; thereafter, overtime shall be offered in ranking order to employees as they appear on the list. The overtime list shall be used to make three efforts to offer overtime. Once three individuals have been contacted and shall have refused, the overtime will be assigned, and the employee shall be required to perform the work.

Seasonal employees will not be moved from work unit to work unit to avoid overtime payment to full time employees.

#### **(b) Establishment of Overtime List**

All individuals wishing to be contacted for overtime will be required to sign on to an overtime list. The duration of the list shall be indefinite; however, it shall be open on the first of each month for additions or deletions. Additions will be ranked by NTPRD seniority and added to the bottom of the existing

list. Only those who indicate a willingness to work each period will be eligible unless an emergency shall exist.

(c) Temporary, Seasonal, Intern, Welfare, or C.E.T.A. Employees

Employees such as temporary, seasonal, intern, welfare, and C.E.T.A. employees will be permitted to work overtime when they are part of a crew completing work as the result of an extended work day.

(d) Snow Overtime List

Each November 1, individuals wishing to be contacted for snow events may sign on to an exclusive snow overtime list. Overtime under this section shall be administered under the procedures identified in (a) and (b) above, but without regard to classification.

### **SECTION 8 - COMPENSATORY TIME**

An employee has an option to take compensatory time off in lieu of overtime pay at the applicable overtime rate for each overtime hour worked. Such compensatory time may only be utilized with the approval of the supervisor and upon eight (8) days advance notice. In the sole discretion of the supervisor, the applicable notice period may be waived. Employees may accrue compensatory time only up to a maximum of eighty (80) hours. All overtime accrued beyond the eighty (80) hour maximum shall be paid as overtime compensation. Compensatory time usage shall not be approved where such usage would result in overtime to another employee. Requests for accrual of compensatory time which would cause the 80 hour cap to be exceeded may be granted for administrative convenience.

## **ARTICLE 12 - ASSIGNMENT PAY**

### **SECTION 1 - PURPOSE**

The purpose of assignment pay is to afford Management a method of meeting the requirements of production when one or more employees are absent. Qualified, available employees shall be offered the assignment in order of division seniority. If the more senior qualified available employees decline the offer, the least senior qualified available employee shall be assigned. Assignment pay will not be paid an employee undergoing training. Only after such training is acquired by said employee and the employee has demonstrated proficiency in doing the job duty(ies) shall the employee receive assignment pay as per Section 2 of this Article. If an employee is unable to demonstrate the required proficiency after a reasonable period of time, not to exceed forty (40) hours within a two (2) year period, the employee will no longer be eligible for such an assignment.

"Qualified" means that in opinion of management the employee has the ability to perform substantially all of the job duties of the higher classification. "Available" means that the employee is at the work site. Management is not required to disrupt an established crew to make temporary assignments.

## **SECTION 2 - PAYMENT**

Any employee assigned to perform a job duty(ies) of a classification higher than his/her permanent classification for four (4) hours or more shall be entitled to be paid at the higher rate of pay while so assigned. Such assignments to a higher rated job will be made only when necessary and will not be changed between employees arbitrarily so as to avoid payment at the higher rate of pay. An employee entitled to a higher rate shall be placed in the lowest step of the higher pay range which affords him/her at least a step in his/her lower job classification. If the rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher step equal to a full step or more in the lower class, not to exceed the top step of the higher class.

## **SECTION 3 - TEMPORARY WORKING SUPERVISOR**

Management may, in its discretion, temporarily assign employees to act as working supervisors when necessary to cover the absence of a supervisor. Such assignments shall be made pursuant to the procedure set forth in Section I of this Article, and the payment shall be based on the provisions of Section 2. Employees in such temporary positions shall retain their other rights under this Contract.

Temporary working supervisor assignments shall not exceed ninety (90) calendar days unless no other qualified employees are available or interested in the assignment.

# **ARTICLE 13- RATE OF PAY PROGRESSION**

## **SECTION 1 - PAY STEP INTERVALS**

The length of time an employee will be required to serve in each step of his current classification shall be as follows: 1-2: 12 months; 2-3: 12 months; 3-4: 12 months; 4-5: 12 months; 5-6: 12 months.

Newly hired employees shall be required to satisfactorily serve a probationary period of ninety (90) working days.

## **SECTION 2 - MERIT REVIEW**

Advancements in the salary steps shall be made under a uniform plan based upon both seniority and merit as determined by the Employee Performance Evaluation.

- (a) Supervisor shall complete an Employee Performance Evaluation Form and review this form with each employee following six (6) months' service in any pay grade above 1. The employee will be advised of his/her current performance evaluation. The employee will then have the remainder of the required months of service in which to modify or improve his/her performance to acceptable levels prior to his/her next merit increase date. The supervisor shall advise the employee if the performance level is acceptable or not and if not, whether the step will be delayed or denied. The employee's informal performance evaluation shall be conducted at least 30 days prior to the date of the employee's regularly scheduled performance evaluation whenever possible.

- (b) Employees who are denied a step pay increase shall sign an evaluation form indicating that an evaluation conference has been held. Within three (3) days, the employee may appeal this decision to the CEO. The supervisor shall complete an additional employee evaluation within sixty (60) days after the delay or denial of the initial evaluation.
- (c) Work time lost through an unauthorized leave of absence or unpaid status will not be counted toward the seniority required in each step to qualify an employee for a merit increase.
- (d) All employees and supervisors shall sign Personnel Action Forms implementing salary adjustments to insure that a review session has been held and the employee advised of the amount of adjustment due.

## **ARTICLE 14 - PROMOTIONS**

### **SECTION 1**

"Promotion" as used in this Contract refers to the act of placing an employee in a position, the classification for which carries a higher salary range.

### **SECTION 2**

Notices of vacancies and new positions within the bargaining unit will be posted in all departments with bargaining unit employees for at least five (5) working days prior to the closing date for making applications. Failure to so post will result in re-posting the vacancies for an additional five (5) working days. Notices will include the position title, department, normal job site, and the minimum qualifications required for the position.

### **SECTION 3**

It shall be the policy of NTPRD to fill vacant positions by promoting incumbent employees when there are incumbent employees available who have appropriate skills, abilities and work experience.

NTPRD may consider external candidates and internal candidates for the same vacant position. If the external candidate is selected, internal candidates shall be given a written statement explaining why the external candidate was selected.

### **SECTION 4**

Employees who are promoted shall be required to serve a transitional period of ninety calendar (90) days. If the service of the transitional employee is unsatisfactory, he may be reduced at any time after completion of one-half of his transitional period. Upon demotion, the employee will be offered the position from which he was promoted or a similar position. The salary paid in case of such demotion shall be no less than that which was received prior to promotion.

### **SECTION 5**

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

- (a) He/she shall be placed in the lowest step of the higher pay range which provides at least a step in the lower job classification. If the rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher rate of pay which is equal to a full step or more in the lower class, not to exceed the top step of the higher class.
- (b) If, upon or after the promotion of any employee, the CEO determines that the increase of compensation payable to such employee occasioned by such promotion is not sufficient to afford adequate compensation for any additional duties and responsibilities imposed as a result of such promotion, the CEO may direct that such employee be advanced to the next higher step of the appropriate salary range.

## **SECTION 6**

An employee who is voluntarily demoted shall be placed in the new grade at the same step as he was in the previous grade.

# **ARTICLE 15 - POSITION VACANCIES**

## **SECTION 1 - LATERAL TRANSFERS**

A lateral transfer is a permanent transfer to a vacant position within the same job classification in a different division. Only those employees who have completed their probationary period are eligible for lateral transfers. In the event a position is posted and a qualified employee in the same classification desires, they may apply for the position. All requests for lateral transfers must be in writing and approved by the director of the department where the vacancy exists.

## **SECTION 2 - SHIFT TRANSFERS**

A shift transfer is a permanent transfer to a vacant position within the same job classification/work unit from one shift to another. Each employee desiring a shift transfer must notify his/her immediate supervisor of such desires. All requests for shift transfers must be in writing and approved by the employee's supervisor.

## **SECTION 3 - WORK CREW TRANSFERS**

A work crew transfer is a permanent transfer to a vacant position within the same job classification/work unit from one work crew to another. Each employee desiring to transfer from one work crew to another must notify his/her immediate supervisor of such desires. In case of a vacancy, a work crew transfer will be made prior to a lateral transfer. All requests for work crew transfers must be in writing and approved by the employee's supervisor.

## **SECTION 4 - VOLUNTARY DEMOTIONS**

Applications for voluntary demotions shall be considered in accordance with Article 14 - Promotions, and shall not be unreasonably denied.

Employees who take a voluntary demotion shall serve a ninety (90) calendar day transitional period. If the service of the transitional employee is unsatisfactory, he may be returned to the position from which he was demoted at any time during the

transitional period.

## **ARTICLE 16 - HOLIDAYS**

### **SECTION 1 - HOLIDAYS**

(a) Employees in the bargaining unit shall be entitled to the following holidays off with pay:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) Presidents Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Veterans Day
- (h) Thanksgiving Day
- (i) Day After Thanksgiving
- (j) Christmas Eve
- (k) Christmas Day

### **SECTION 2 - HOLIDAY IMPLEMENTATION DEFINITIONS**

(a) Calendar Holiday: The actual date of the holiday.

(b) Observed Holiday: Holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

### **SECTION 3 - DAY BEFORE AND DAY AFTER**

In order for an employee to receive his/her regular pay for a holiday, he/she must work his/her full regular shift (day) before and his/her full regular shift (day) after a holiday. Employees on vacation, sick leave or other approved paid leave shall be considered as working their regular schedule for pay purposes. Upon request of the employee, the supervisor may permit an employee who is late for bona fide reasons on the day before or day after a holiday to make up such lateness consistent with scheduling requirements.

### **SECTION 4 - PAY FOR HOLIDAYS**

An employee who is not scheduled to work on a designated holiday as set forth in Section 2 above shall be paid for eight (8) hours work at applicable accumulated hourly rate.

An employee who has satisfied the requirements of Section 3 above and who works either the calendar holiday or the observed holiday shall receive time and one-half for the time worked in addition to the eight (8) hours holiday pay for either the calendar holiday, or the observed holiday but not both.

### **SECTION 5 - PERSONAL LEAVE DAYS**

After six (6) months from date of hire, each employee will be entitled to up to

three (3) days of personal leave per contract year (July 1 to June 30) with pay. The days shall be used in units of not less than two (2) hours and shall not be cumulative or converted for cash payment, except for payment upon termination of employment as provided in Article 17, Section 6.

Except for unanticipated circumstances, application, in writing, for personal leave shall be made four (4) days in advance of the leave requested. In cases of unanticipated circumstances, a shorter time period may be used for such application. If the unanticipated circumstances are such that the application cannot be made in advance, the employee shall notify his/her immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

## **ARTICLE 17 - VACATION**

### **SECTION 1 - PURPOSE**

The National Trail Parks and Recreation District shall provide leave by way of vacation time off for use by the employees of the bargaining unit for rest and relaxation.

### **SECTION 2 - SCHEDULE OF EARNED VACATION**

- a) All employees that are employed prior to January 1, 2008 shall accrue vacation leave in accordance with the following schedule:

Upon twelve (12) months employment - five (5) days.  
After 1 year - 4 hours vacation per pay period.  
After 4 years - 4.93 hours vacation per pay period.  
After 9 years - 5.54 hours vacation per pay period.  
After 14 years - 6.46 hours vacation per pay period.  
After 19 years - 7.08 hours vacation per pay period.  
After 24 years - 7.70 hours vacation per pay period.  
After 29 years - 8.62 hours vacation per pay period.

- b) All employees that are hired on or after January 1, 2008 shall accrue vacation leave in accordance with the following schedule:

Upon six (6) months employment – three (3) days.  
After six (6) months employment – 1.23 hours vacation per pay period.  
After 1 year – 3.08 hours vacation per pay period.  
After 5 years – 4.62 hours vacation per pay period.  
After 10 years – 6.16 hours vacation per pay period.

Vacation time shall not be accrued on overtime hours worked in accordance with Article 11, Overtime.

### **SECTION 3 - VACATION ACCRUAL LIMIT**

- (a) A maximum of three hundred twenty (320) hours of vacation credit may be carried over from one calendar year to the next. For purposes of determining the number of hours an employee may carry over into the next year, such employee's total accrued vacation hours shall be determined at

the close of the last bi-weekly pay period in December of the year from which vacation hours are being carried over. The number of accrued hours of vacation up to three hundred twenty (320) shall be carried over into the next weekly pay period and accrual of vacation hours for the next year shall commence with the beginning of such next weekly pay period and end with the last biweekly pay period of December of the following year.

- (b) Notwithstanding the foregoing paragraph (a) hereof, in the event an employee anticipates his/her retirement within one (1) year after the end of the last biweekly pay period of December in any year, such employee, upon written request made not later than two (2) weeks prior to the end of such last biweekly pay period made to his/her department director, shall be permitted to carry over all vacation hours accrued at the end of such bi-weekly pay period into such year in the manner described in subparagraph (a) hereof. The right to carry in excess of three hundred twenty (320) hours set forth in the immediately preceding sentence hereof is only exercisable once by an employee.

#### **SECTION 4 - VACATION SCHEDULING**

An employee will be required to give five (5) days' notice for vacation scheduling. In the sole discretion of the supervisor, the applicable notice period may be waived. Notice of cancellation of scheduled vacation by an employee must occur no later than forty-eight (48) hours prior to the scheduled vacation. Vacation time may be taken in no less than one (1) hour increments. At least once a year, employees shall schedule time off so as to arrive at seven (7) consecutive days off.

#### **SECTION 5 - VACATION PREFERENCE**

In each department and/or division, the employee with the most NTPRD seniority will be given his/her choice of vacation periods. Each employee under this employee in terms of seniority will likewise be offered his/her choice of remaining periods, always subject to the department or division requirements. Once a yearly choice is made, it will be permanent for that year, except when a person of greater seniority leaves the division, at which time changes may be made with the same stipulations in force.

#### **SECTION 6 - UNUSED VACATION PAYOFF**

Upon resignation, retirement or other termination of an employee, vacation time accrued and unused personal leave earned during the calendar year shall be determined as of the date such resignation, retirement or other termination is effective. In such event, the employee shall be paid a lump sum equal to the total number of such hours multiplied by his then-applicable hourly rate.

Upon layoff, an employee shall have the option to be paid for accrued and unused vacation and personal leave hours up to the date of layoff in the manner described in the preceding paragraph. An employee desiring to exercise such option shall do so in writing directed to the CEO or his designee. In the event an employee not electing payment pursuant to the first sentence of this paragraph is on layoff status for a period of two (2) consecutive years, payment of accrued, unused vacation and personal leave time shall be made in conformity with the first paragraph of this Section.

## **ARTICLE 18 - SICK LEAVE**

### **SECTION 1 - ACCRUAL**

Employees shall accrue sick leave credits at the rate of .0575 hours for each hour in a paid status up to a maximum of 2,080 hours annually.

### **SECTION 2 - USAGE OF SICK LEAVE**

Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor or department head concerned:

- (a) Illness, injury, medical conditions or exposure of the employee to a contagious disease which could be communicated to other employees.
- (b) Illness or injury to a member of the employee's immediate family as in (e) below, except in cases where the member is not residing in the same household with the employee. The resident requirement does not apply to the employee's parents or children. Such leave shall continue for such period of time as the employee's personal care and attention is required, or until the employee is reasonably able to make arrangements for longer term care.
- (c) Medical, dental or optical examination or treatment of the employee or a member of his/her immediate family as in (e) below, subject, however, to the same restrictions as stated in (b) above.
- (d) Death of a member of the employee's immediate family. Sick leave usage in this case will be limited up to five (5) days and will be allocated by the supervisor or department head according to the circumstances involved.
- (e) Immediate family is defined as the following relatives of the employee: grandparent, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, father, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).
- (f) When an employee leaves work because of a sickness or injury and does not return to the shift following medical treatment, the balance of the shift will be charged to sick leave. Work time credit will be given for those hours worked during the shift.
- (g) For sick leave requested to care for members of the immediate family, a Leave Request Form must be completed. The department head may require a physician's certificate to the effect that the employee's presence is in fact necessary to care for the family member.

### **SECTION 3 - CERTIFICATION OF SICK LEAVE USAGE**

The employee requesting sick leave shall complete the Leave Request Form. A completed Leave Request Form signed by the employee's physician or a certification and release signed by the employee's physician releasing such employee to return to

regular work duties shall be presented to the employee's supervisor by the employee who has been ill or injured for five (5) or more consecutive days before the employee punches in and goes to work. An employee shall not be permitted to return to work unless he/she complies with the preceding sentence. The physician shall indicate the nature of the employee's illness/injury and his/her capacity to return to work. A completed Leave Request Form signed by a physician may be required for less than five (5) days absence if the supervisor has reasonable cause to suspect sick leave abuse. Three separated absences within a six (6) month period may constitute reasonable cause to suspect sick leave abuse. Failure to complete a Leave Request Form may result in loss of pay or disciplinary action for the time absent.

Doctor's certificates and other documents which contain diagnoses or other confidential medical information shall be segregated from files available for public inspection to the extent legally permissible.

#### **SECTION 4 - TIME OF CALL-IN ON SICK LEAVE**

In requesting sick leave, the department shall be notified at the place directed by the department head and to the person or persons so designated to receive calls. This notice must be received no later than one (1) hour prior to the start of the employee's shift in any continuous operation or no later than fifteen (15) minutes after the work starting time then in force in all other operations. This system shall be uniformly applied. Calls received after that time will be judged by the supervisor and/or department head solely on the merits of the case. Unexcused failure to so notify may result in disciplinary action.

#### **SECTION 5 - DAILY CALL-IN WHILE ON SICK LEAVE**

In cases of serious illness, injury, hospitalization or other situations where the employee will be absent for several days, the employee shall notify the department head's designated representative of such projected use of sick leave and upon approval, daily call-ins will not be necessary.

#### **SECTION 6 - SICK LEAVE/INJURY LEAVE**

When an employee sustains an injury on duty and acting non-negligently in the line of duty, the employee shall make application for and actively prosecute claims under the Workers' Compensation laws of Ohio.

If eligible for such compensation, an employee may elect to receive wage compensation from the Bureau of Workers' Compensation (BWC), or may file a request for injury leave with the NTPRD, provided a minimum balance of 80 hours sick leave is available at the time of injury. Such request shall be filed in a timely manner. The employee who elects to receive sick/injury leave, is not eligible to receive compensation from the BWC for the same period of absence. An employee who fraudulently receives sick/injury wages as well as BWC wage compensation for the same period of absence may be subject to termination of employment.

If the application for injury leave benefits is approved by the NTPRD, such employee may convert up to 347 hours of his accumulated sick leave balance to injury leave. Such conversion shall be at the rate of three (3) hours of injury leave for every one (1) hour of accumulated sick leave balance. An aggravation of a pre-existing

condition, which is ultimately determined by the Bureau of Worker's Compensation to be a separate and distinct new injury, and which occurs while an employee is on duty and acting non-negligently in the line of duty shall constitute a separate incident for the purpose of this article.

If such employee is unable to return to his normal duties at the expiration of the injury leave benefit provided herein, or the employee was not eligible for injury leave, such employee may then utilize his accumulated sick leave balance plus any other accrued leave balances available.

If the employee is still unable to return to his normal duties after the expiration of all such paid leave, such employee may be placed on an unpaid leave of absence at the discretion of the NTPRD.

If 30 days or more following the injury or upon aggravation of a pre-existing injury, medical reports indicate that the possibility of the injured employee's return to his regular duties is remote, the employee shall apply for disability retirement.

Medical insurance benefits for employees on paid leave status shall be maintained in accordance with the terms of this Contract. Employees on unpaid leave may have their insurance continued under the provisions set in Article 22, Section 8 of this agreement, which will run concurrently with any right for continuation of insurance provided by the employer's FMLA Policy.

An employee given a job related disability separation shall have the right to reinstatement within three years after having been given a disability separation to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized, the employee shall be placed in a similar classification.

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the NTPRD, or upon the submission of other appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists. The examination must show that the employee has recovered sufficiently from the disabling illness, injury or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee. The NTPRD may require the employee to submit to an additional examination prior to return to services to determine whether the disabling illness or injury continues to exist.

## **SECTION 7 - UNUSED SICK LEAVE**

An employee who is eligible for retirement, based on age and years of service, and who does so retire having accumulated sick leave of over 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5% of his/her regular hourly rate of pay for such accumulation in excess of 300 hours. Except as provided for in Section 11 below, this provision shall apply to an employee quitting his/her job, resigning or otherwise terminating his/her employment in any manner, except by discharge for cause, providing in all cases other than retirement that such

employee shall have been in the employ of The National Trail Parks and Recreation District for a period of six (6) years or more.

An employee who is laid off and who has accumulated over three hundred (300) hours of sick leave and has been in the employ of the NTPRD for a period of six (6) years or more, shall have the option of receiving the payment for unused sick leave authorized in the first paragraph of this section. Such option may be exercised at any time after notice of layoff to such employee has been given, but no later than the time when such employee ceases to be laid off, and in no event later than two (2) continuous years after layoff status commences. An employee shall do so by submitting a written request therefore directed to the CEO or his designee.

All accumulated days of sick leave referred to herein shall be sick leave accumulated while in the actual employ of the NTPRD. Service time referred to in this article shall be as defined by Article 38 of this agreement.

#### **SECTION 8 - UNUSED SICK LEAVE-DISABILITY RETIREMENT**

Employees who become disabled will apply for disability retirement under provisions of Ohio law. In the event the NTPRD should find it necessary to declare a job or classification open, or for other reasons find it necessary to terminate an employee who is going on disability retirement before the employee has exhausted his/her accumulated sick leave, the employee shall be paid 100% for any accumulated sick leave, and Section 7 of this Article shall not apply.

#### **SECTION 9 - FALSE CLAIM**

The NTPRD reserves the right to withhold sick leave benefit payment to any employee who submits a false claim or abuses the privileges in this Article and may take disciplinary action, including discharge.

#### **SECTION 10 - ANNUAL PAY-OUT**

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the member may, at his option, be paid for all or any part of the unused forty-eight (48) hours, plus eight (8) hours. Sick leave used as the result of an injury or illness covered by the terms of Section 6 (Injury Leave) or Funeral Leave shall not be chargeable to the employee when computing entitlement or extent of annual pay-out. The employee's sick leave balance shall be reduced by the number of hours for which he elects to take pay.

An employee may not elect to take pay for unused sick leave if that reduces his accumulated sick leave balance below three hundred (300) hours.

Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current year.

Payment will be made at the straight-time day shift rate in effect at the end of the last full pay period in the year. Payment will be made only in full hour increments, at the time of the last full pay period in January.

#### **SECTION 11 - DEATH BENEFIT**

An employee who dies while in the employ of the NTPRD and who, at the time of

his death, has been in the employ of The National Trail Parks and Recreation District for a period of six (6) years or more, shall have payment made to the duly appointed and acting representative of such estate for all earned and unused sick leave hours. The payment provided for herein shall be subject to and made in conformity with the general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

## **ARTICLE 19 - MILITARY LEAVE**

### **SECTION 1 - LONG-TERM MILITARY LEAVE**

Military leave shall be granted as governed by the State of Ohio as set forth in Section 5903.02 of the Ohio revised Code. Restoration of a public employee following military service shall be as set forth in Section 5903.03 of the Ohio revised Code, rights of a restored employee, as set forth in Section 5904.04 of the Ohio Revised Code.

### **SECTION 2 - SHORT-TERM MILITARY LEAVE**

Short-term military leave shall be granted in accordance with Ohio state law, Section 5923.05 of the Ohio Revised Code.

- (a) Employees shall be granted military leave with pay not to exceed 176 hours in any one calendar year. Leave without pay may be granted in excess of these hours based on military orders.
- (b) Employees covered by this Article include members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of armed forces of the United States.
- (c) Employees shall receive the difference between their regular NTPRD pay and military pay, less all military allowances and NTPRD scheduled days off.
- (d) Military pay includes only base pay plus longevity pay. It does not include allowances for travel, subsistence or quarters.
- (e) To qualify for granting the leave, the employees must show their field orders to their supervisor prior to reporting for duty or training.
- (f) To receive the difference in pay, the employee must submit an affidavit to the payroll section of the Finance Department.
- (g) For the purpose of computing vacation or sick leave, short-term military leave will count as full service with the NTPRD.

## **ARTICLE 20 - JURY DUTY**

### **SECTION 1**

An employee required to serve on jury duty before a Court empowered by law to require such service shall be excused from work with pay for the time required for such

service. The employee will turn in all jury fees to the NTPRD received for periods when he/she is on payroll status.

## **SECTION 2**

When called for jury duty, the employee shall show the subpoena to his/her supervisor and shall report back for work when released as a juror, unless his/her shift has ended or there is one (1) hour or less remaining in the shift.

## **ARTICLE 21 - SPECIAL LEAVE**

### **SECTION 1 - COURT SUBPOENA**

The NTPRD will permit the use of vacation benefit in increments as low as one (1) hour (each) for employees who are subpoenaed to appear in civil court proceedings. The NTPRD will continue paid status for any employee who is subpoenaed to appear in court for any proceedings which result from his/her position with the NTPRD. In addition, the NTPRD will continue paid status for any employee subpoenaed to appear as a witness in any public (not personal) felony proceedings or called to testify before any grand jury. The employee shall show the subpoena to his/her supervisor and shall report back for work when released as a witness, unless his/her shift has ended or there is one (1) hour or less remaining of his/her shift time. The employee will turn in all witness fees to the NTPRD received for periods when he/she is on payroll status, other than vacation.

### **SECTION 2 - BLOOD BANK**

Employees who donate blood to the municipal employees blood group will be permitted up to two (2) hours of paid NTPRD time for the purpose of donating such blood. No overtime wages will be paid for this purpose.

## **ARTICLE 22 - INSURANCE**

### **SECTION 1 - MEDICAL/HOSPITAL INSURANCE**

1. The NTPRD shall make health care benefits coverage available to employees under the NTPRD's health care plan, substantially comparable to the plan in effect July 1, 2012, which shall include, at a minimum; the following:
  - a. Hospitalization/Surgical Coverage
  - b. Diagnostic, X-Ray, and Laboratory Services
  - c. Obstetrics Coverage
  - d. Prescription Drug Coverage
  - e. Hospice and Home Health Care Coverage
  - f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
  - g. Mental Health/Substance Abuse Services
  - h. Major Medical

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the NTPRD's health care plan. The plan is responsible for

amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the NTPRD's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

2. Cost Sharing - Employees shall pay, by wage withholding, 10% of the total Medical / Hospital insurance premium for family or single coverage. Employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.
3. If an HMO, HMP, PPO or other similar program is implemented by the NTPRD during the term of this agreement with regard to any other group of employees, then such program shall be offered to employees covered by this agreement within six months of the implementation of the program. Within 60 days of the NTPRD's offer to the Union of such a program, the Union shall notify the NTPRD whether its members, as a group, elect to join the new program.

## **SECTION 2 - COORDINATION OF BENEFITS**

Hospital and surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

## **SECTION 3 - SUBROGATION**

If a member covered by this Contract incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, carrier shall be subrogated to all of member's right of recovery against said third party to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of subrogation.

## **SECTION 4 - COVERAGE-LIFE**

The NTPRD will pay the full cost of a group term life insurance policy for each employee covered by this Contract in the amount of \$15,000.00, with accidental death, dismemberment and disability waiver of premium. Coverage will be in effect for employees in paid status and for employees on approved leave of absence not to exceed six (6) months. Such policies shall provide for conversion to another policy upon leaving NTPRD employment. Effective July 1, 2013, the term life insurance amount shall increase to \$20,000.00.

## **SECTION 5 - UNEMPLOYMENT COMPENSATION**

The NTPRD shall provide unemployment compensation as set forth in the provisions of the State of Ohio Unemployment Compensation Act of 1973 for employees covered herein.

## **SECTION 6 - WORKERS' COMPENSATION**

The NTPRD shall provide workers' compensation coverage for all employees of

this bargaining unit to cover an illness or injury incurred in the scope of his/her employment.

#### **SECTION 7 - FALSE CLAIM**

The NTPRD reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim working for another employer while off work and receiving workers' compensation benefits.

#### **SECTION 8 - CONTINUATION OF INSURANCE**

Employees who are granted leave without pay as a result of injuries or sickness who have run out of paid leave will have NTPRD's share of their insurance premiums paid for sixty (60) days following expiration of paid status or until they obtain other employment, whichever comes first.

#### **SECTION 9 - DENTAL INSURANCE**

The NTPRD and the Union will, in cooperation with other groups of NTPRD employees, select an appropriate optional dental insurance plan. The NTPRD will pay one-half of the premium cost to a maximum of \$25.00 per month, the balance will be paid by wage withholding.

### **ARTICLE 23 - SENIORITY**

#### **SECTION 1 - DEFINITIONS**

(a) NTPRD Seniority

NTPRD Seniority is defined as length of continuous service with The National Trail Parks and Recreation District as a permanent, full-time employee. Employees who have service with the City of Springfield, Clark County Park District or Clark County immediately prior to employment by NTPRD shall have their seniority defined in accordance with Article 38 of this agreement.

(b) Division Seniority

Division seniority is defined as length of service in a particular division. If an employee transfers out of a division as provided for in Article 15 and subsequently returns to his/her original division as provided for in that section, they shall retain credit for previous service as measured prior to such transfer.

(c) Classification Seniority

Classification seniority is defined as the length of service of an employee, beginning with the date of his/her last appointment to his/her present position classification within his/her present division.

#### **SECTION 2 - ACCRUAL OF SENIORITY**

A permanent employee is credited with NTPRD seniority back to his/her last date of hire, following successful completion of the probationary period.

### **SECTION 3 - SENIORITY LISTS**

Seniority lists shall be prepared on the basis of service for which seniority is considered. Where the same date of seniority exists, the lower employee number will apply for establishing rank order. A seniority list prepared by the NTPRD will be considered correct if no grievances are filed within five (5) calendar days from the date of posting of such list.

### **SECTION 4 - LOSS OF SENIORITY**

An employee will lose all seniority when he/she is terminated, resigns, accepts other employment while on an authorized leave of absence, or is separated permanently from his/her position for any other reason. An employee who is on an authorized leave of absence/unpaid status shall continue to accumulate seniority for the duration of such leave. An employee who is on unauthorized leave of absence/unpaid status for any reason will not earn seniority for the duration of such leave/unpaid status.

An employee who accepts a disability retirement and subsequently returns to his position of employment under the terms of the disability retirement status shall, upon his return, be credited with the seniority credit earned prior to his disability retirement.

### **SECTION 5 - SENIORITY IN ASSIGNMENTS**

If, in the judgment of supervision, the employees' skills and capabilities are equal, daily assignments for fill-in, in a given period, within a classification, will be done on the basis of division seniority. Management is not required to disrupt an established crew to make temporary assignments.

### **SECTION 6 - SUPERSENIORITY**

In the event that the Union President, Vice-President, Recording Secretary, and/or Treasurer are NTPRD employees, they shall be given super seniority only for the purpose of layoff, shift assignments and vacations, in that the employee filling the above positions will have the highest seniority when layoffs or shift assignments are made or when vacations are selected. Changes in Union offices shall not require a change in assignments or vacations.

## **ARTICLE 24 - LAYOFFS - RECALL**

### **SECTION 1 - LAYOFF AND BUMPING**

- (a) Whenever it becomes necessary due to lack of funds, lack of work or abolishment of positions to reduce the work force within a position classification within a department, all emergency, provisional, temporary, part-time, seasonal and probationary employees within the effected department shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their seniority within the affected position classification with that employee having the least seniority within the position classification within the department being laid off first then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he/she may receive payment for earned but unused vacation with his/her final check.

- (b) In the event a layoff occurs, the affected employee(s) may bump employees in an equal or lower paying classification within the bargaining unit who have less NTPRD seniority provided that the bumping employee has previously held the position of the employee he displaces. The employee who is bumped may then exercise his bumping rights, if any.
- (c) Employees may bump into positions in an equal or lower paying classification which they have not previously held, provided they have demonstrated the minimum qualifications for the position and subject to the successful completion of ninety (90) calendar days probationary period in the new position. If the employee does not successfully complete the probationary period, he may be laid off.

Employees shall not be ineligible for promotional consideration or examinations during this probationary period.

## **SECTION 2 - LAYOFF/TERMINATION**

An employee who is on layoff for a period of six (6) years is automatically terminated and loses all seniority.

## **SECTION 3 - RECALL ORDER**

Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

## **SECTION 4 - RECALL NOTIFICATION**

- (a) Each employee to be laid off shall be given advance written notice of the layoff by the appointing authority stating the reasons therefore. Such written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the appointing authority. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff and the day of hand delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given seventeen (17) calendar days before layoff and the day of posting shall be the first day of the seventeen (17) day period.
- (b) Each employee recalled from layoff shall be notified of the offer of recall by certified letter addressed to the last known address. Each such employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his/her intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed; otherwise, five (5) calendar days to return to work if unemployed.
- (c) If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.
- (d) In the event of extenuating circumstances (e.g., illness, injury, absence from

the NTPRD, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the NTPRD may grant a reasonable extension, but not to exceed thirty (30) days.

- (e) For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

## **SECTION 5 - RECALL RIGHTS**

An employee recalled to a job not within his/her position classification shall retain prior right to recall to a vacancy existing within his/her position classification for six (6) years. If at any time during the six (6) years an employee shall refuse a call to a job within his/her laid off position classification, he/she shall forfeit his/her prior seniority rights and his/her job seniority shall begin to accumulate as of the first day of employment in his/her new position classification and/or work unit.

# **ARTICLE 25 - SAFETY**

## **SECTION 1 - PHYSICAL EXAMINATIONS**

When the NTPRD orders an employee to report for a physical examination or inoculation, the NTPRD will pay the complete cost of any specified examination. The NTPRD will select the physician and will retain a copy of the examination report in the employee's personnel file, with a copy given to the employee upon request.

## **SECTION 2 - SAFETY ITEMS**

The NTPRD will pay the cost of acquiring safety items it requires. Serious consideration shall be given regarding all matters involving safety recommendations mutually agreed upon by the joint safety committee. Employees who violate rules pertaining to use of such equipment or practices shall be subject to discipline unless so ordered by supervision. The Union agrees not to process grievance action which is safety related where the facts warrant the disciplinary action taken as justifiable.

The NTPRD will determine positions requiring steel-toed shoes. After consultation with the Union, the NTPRD will develop specifications for and implement a policy with regard to such shoes. The NTPRD will reimburse employees required to wear steel-toed shoes up to \$50.00 per year for such shoes upon inspection of worn out shoes and presentation of original receipts from purchase of new steel-toed shoes. Reimbursements for shoes will only be honored for receipts dated during the calendar year for which the reimbursement is requested.

## **SECTION 3 - SAFETY COMMITTEE MEMBERSHIP**

The NTPRD agrees that there shall be two (2) members appointed to the NTPRD-wide safety committee by the Union President. Employees appointed will receive on-duty pay when the meeting occurs within the scheduled work shift. Overtime will not be paid without prior approval for safety committee attendance.

## **SECTION 4 - EQUIPMENT AND VEHICLE OPERATION**

Each employee who operates or uses any equipment or vehicle shall be responsible for a daily inspection before operation or usage and after operation report

any deficiencies.

An operator of equipment or vehicle who finds the equipment or vehicle is unsafe or inoperable shall report such finding to their immediate supervisor. Upon so being notified, the employee's supervisor as well as the CEO or his/her designee shall inspect said equipment or vehicle and determine if it is in safe or operating condition. If he/she determines the equipment or vehicle is safe and should be operated, he/she shall then notify the employee of his/her decision. If the employee still feels the equipment or vehicle is unsafe or inoperable, then he/she shall note same on the vehicle inspection report. The CEO or his/her designee shall be required to affix his/her signature on the vehicle inspection report that the employee was ordered to operate the equipment or vehicle. The employee who files the vehicle inspection report shall receive a true copy of such report upon request.

If the equipment or vehicle is found by the supervisors to be unsafe or inoperable, then it shall be removed from service until such time as necessary repairs are made. The NTPRD shall reimburse the fine and court costs of an employee charged as a result of a safety violation that has been properly reported.

## **ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE**

### **SECTION 1- PURPOSE**

A Labor-Management Committee shall be established which shall meet on a regular basis to discuss matters of mutual interest of Management and employees covered by this Contract. These meetings should lead to mutual recommendations to the concerned department heads and Union members and should increase the understanding between the parties of this Contract, thereby increasing efficiency in the NTPRD.

### **SECTION 2 - MEMBERSHIP**

The Labor-Management Committee shall consist of no more than eight (8) members, half of which shall be appointed by the Union and half appointed by Management. On-duty pay will be made to those Union members attending the meeting on their regular shift. If a member is unavailable an alternate may attend upon advance notice to either side.

### **SECTION 3 - MEETINGS**

Meetings will be held no more than once every thirty (30) days, except upon mutual agreement of both parties. The meetings will be alternately chaired by Management and Labor. Meetings will be scheduled at mutually agreeable times.

### **SECTION 4 - AGENDA**

An agenda shall be prepared prior to the meeting covering the items to be discussed. The agenda will be distributed to each member of the committee. It is understood that problems and conditions leading to grievances and problems which relate to negotiable subjects may, from time to time, be discussed by the committee, but any such discussions shall not in any way affect the resolution of grievances or collective bargaining negotiations, since specific procedures covering grievances and

negotiations are provided elsewhere. The members chairing the meeting will be responsible for the preparation and distribution of the agenda for that meeting.

### **SECTION 5 - MEETING MINUTES**

The meeting minutes shall be prepared in writing of the items discussed. These minutes will be distributed to each member prior to the next meeting for review and approval at the meeting. Copies shall be initialed by each side and retained for future reference. Copies shall be distributed for posting on bulletin boards.

### **SECTION 6 - SPECIFIC AGENDA ITEMS**

Determinations on position reclassifications or classifications assigned to pieces of equipment not used by the NTPRD previously will be submitted to the Union prior to the Labor-Management meeting, then placed on the Labor-Management Committee agenda for discussion prior to final implementation. Rates of pay assigned to new position classifications or reclassifications shall be subject to the grievance procedure in this Contract.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

### **SECTION 1 - PROCEDURE**

There shall be an earnest and honest effort to settle differences and disputes promptly. If any controversy or differences arise between an employee and the NTPRD and/or the Union and the NTPRD with respect to the interpretation or application of this Contract or the rights, obligations or liabilities of the parties herein, then such controversies or differences shall be handled as follows:

#### **Step 1**

The employee or group of employees will present their grievance to his/her or their immediate supervisor in an attempt to resolve the dispute. The employee or group of employees may, if he/she or they so desire, be accompanied by a Union representative. This will be done within five (5) work days of the time the employee becomes aware of the alleged grievance. The Union representative or grievant must specifically state that he considers his meeting with the supervisor to be a Step 1 grievance prior to the end of the meeting. The supervisor will reply to the Union or the aggrieved by the end of the shift on the second day after it has been presented to him/her. Class grievances must be filed within five (5) work days of the grievance. If the aggrieved employee does not refer his/her grievance to the second step of the procedure within five (5) work days after the receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved. If the supervisor has failed to reply, the Union may proceed to the second step by notice to the department head within five (5) working days.

#### **Step 2**

If the problem is not resolved to the employee's or employees' satisfaction, the problem becomes a grievance to be presented in writing to the employee's immediate division head by the employee and/or Union representative. The written grievance shall contain the employee's signature, a statement of the

specific facts giving rise to the grievance, reference to the article, section or subsection of this Contract which is alleged to have been violated, and a statement of the remedy sought. The division head or his/her designee will render a decision in writing within five (5) working days from the day he/she receives the grievance. If the division head has failed to reply, the Union may proceed to the third step by notice to the CEO within five (5) working days. If the grievance is not referred to the third step of the procedure within five (5) working days of the receipt of the division head's reply, it shall be considered to be satisfactorily resolved.

### Step 3

The grievance, together with all correspondence, shall be submitted to the CEO and the Personnel Director. The inadvertent omission of part of the grievance correspondence shall not result in the termination of the grievance. The CEO or his/her representative, with the assistance of the Personnel Director or his/her representative, shall investigate and hold a grievance meeting. The CEO shall schedule a grievance hearing within seven (7) working days of the receipt of the grievance. The CEO shall render a decision, in writing, with copies to the Union and the grievant within five (5) working days after the close of the hearing. Both the Union and the NTPRD shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by two (2) Union officers and/or the Union Business Representative. If a written notice of intent to file under the Arbitration Procedure, Step #4, is not received by the Personnel Director within ten (10) work days of receipt of the CEO's reply, it shall be considered to be satisfactorily resolved. If the CEO has failed to reply, the Union may proceed to the fourth step by notice to the CEO within five (5) working days.

### Step 4 - Arbitration Procedure

Within ten (10) working days after receipt of the written intent to file under the grievance procedure, the Personnel Director or his/her representative and not more than two (2) other representatives of Management and the Union Staff Representative or his/her authorized representative and not more than two (2) other representatives of the Union, shall meet for the purpose of attempting to resolve the dispute and/or requesting an impartial arbitrator. If an agreement is not reached at this meeting, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Within 30 days following receipt of such names, the authorized representatives of Management and the Union shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the NTPRD, the Union.

Evidence which was available and not presented at the earlier steps of the grievance process shall not be received for the first time by the arbitrator. The arbitrator shall reduce his/her award in writing and state his/her reasons for reaching the decision. Said award shall be submitted to the parties in a period not to exceed an established number of days from the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating.

Both the NTPRD and the Union shall share equally in the cost of arbitration, except as provided in Section 2.

### **SECTION 2 - TIME LIMITS**

It is to be understood that the time limits imposed in this Article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. The terms "days" and "working days" as used in this Article mean the days worked by the individual who is required to meet the specific time limitation at issue. Absence from work by the individual required to meet the specific time limitation at issue shall not extend the specific time limitation for a period in excess of two (2) weeks. In the case of the Union, "days" and "working days" refers to days worked by the President. Requests for extensions shall not be unreasonably denied. Notification of grievance meetings in the third (3rd) and fourth (4th) steps shall be in writing, as well as extensions of time requirements. If the NTPRD fails to respond within the time limitations set forth in Section 1 of this Article, the NTPRD shall pay the entire cost of any arbitration commenced with regard to that grievance.

### **SECTION 3 - SCOPE**

Grievances within the meaning of the grievance procedure and of this clause shall consist only of disputes about the interpretation or application of particular clauses in this Contract and about alleged violations of the Contract. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract, nor shall the arbitrator substitute his/her discretion for that of the NTPRD or the Union, nor shall he/she exercise any responsibility or function of the NTPRD or the Union.

### **SECTION 4 - PROBATIONARY EMPLOYEES**

Probationary employees shall not have recourse to the grievance procedure set forth herein with regard to discipline and discharge.

### **SECTION 5 - CLASS GRIEVANCE DEFINED**

In the event that employees have a grievance which affects two (2) or more employees in such a manner which entitles the class of employees to the same or similar relief, such grievance may be processed as a class grievance.

A class grievance must be signed by the individual employees affected and the Union representative. The processing of a grievance as a class grievance shall not preclude individualized relief.

## **ARTICLE 28 - DISCIPLINE**

### **SECTION 1**

Disciplinary action shall be taken by the NTPRD only for just cause. Anonymous citizens' complaints shall not serve as the sole basis of disciplinary action.

### **SECTION 2**

The principles of progressive discipline shall be utilized in the administration of this Contract. An employee and the Union shall be given notice of the basis of the allegation, his right to Union representation, and an opportunity to respond to charges

prior to the imposition of discipline which would result in lost time. Upon request, the employee shall be given copies of statements to be used against him 48 hours in advance of the hearing. The employee has a right to have his steward with him at the time he is questioned. The employee shall be informed of the Administrator's decision and the reason for it in writing.

### **SECTION 3 - REPRIMANDS**

Reprimands issued to employees shall be removed from the employee's departmental record and file after two (2) years from the date of issue and shall not be considered in subsequent determination of discipline. When the Personnel Department files are used under the Grievance Procedure in the Contract, the two-year limitation on reprimands shall apply.

### **SECTION 4 - DISCIPLINARY ACTION**

Any disciplinary action by the NTPRD against an employee shall be initiated within ten (10) working days of the NTPRD's knowledge of the alleged violation leading to disciplinary action. This ten (10) day period can be extended for one ten (10) working day period by delivery of written notice to the Union, if the alleged violation involves criminal conduct. Any further extensions will be granted only upon written mutual consent. The NTPRD will be considered to have knowledge only when it has probable cause to believe that a specific individual has been involved in specific conduct.

If a suspension occurs during a period in which a holiday falls, the suspended employee shall not receive holiday pay; however, the holiday shall be counted as one (1) day of the suspension period. If a suspension ends or begins on the day before or the day after a holiday, employees shall not lose their holiday pay, unless the holiday is a part of the suspension.

Employees may be removed from active duty before any disciplinary hearing required under Section 2 of this Article by being placed on administrative leave with pay.

## **ARTICLE 29 - BULLETIN BOARDS**

The NTPRD shall provide space for the Union's use for the placement of a Union bulletin board for the exclusive use of the Union. The space shall be in the proximity of the time clock, or if no such space is available, at a location mutually agreed upon.

## **ARTICLE 30 - AGREEMENT PRINTING**

The NTPRD shall pay for the number of copies it desires printed and the Union shall pay for the number of copies it desires printed.

## **ARTICLE 31 - CONTRACTING OF SERVICES**

It is the position of The National Trail Parks and Recreation District that it must

provide the necessary services for its citizens and while it is hoped that the employees of the NTPRD and particularly the employees in the bargaining unit will perform their duties as required by law and as required by the Contract between the Union and the NTPRD, the paramount duty of the NTPRD is to assure its citizens of the necessary services. Therefore, it is the position of The National Trail Parks and Recreation District that as long as the employees of Local 1608 faithfully carry out the terms of this Contract with the NTPRD that the NTPRD will not seek to contract out services which would result in permanent displacement of employees from their classification without Management first meeting and conferring with the Union thirty (30) days prior to any such contracting to discuss the contracting of services and its effects.

If an employee is displaced as a result of contracting out, in order to avoid layoff, the NTPRD will offer employment to the displaced employee, provided:

- (a) There is a vacancy within the Bargaining Unit which the NTPRD desires to fill.
- (b) There is no eligibility list for the position.
- (c) The laid-off employee meets the position's minimum qualifications.
- (d) The laid-off employee is physically capable of performing the job's functions, as determined by a physical given by a competent medical authority appointed by the NTPRD.

An employee desiring to accept an offer made by the NTPRD shall do so prior to exercising bumping privileges, as provided for in the Layoff Procedures.

## **ARTICLE 32 - MISCELLANEOUS**

### **SECTION 1 - LICENSE PAY SUPPLEMENT**

All employees of the bargaining unit who are licensed (certified) or who become licensed (certified) by a governmental or professional agency as a result of completing the requirements of the agency and who will use or needs the license (certificate) in his/her work will be compensated in the following amounts:

- (a) Public Operator's License (Chemical Applications License): Core plus at least one category: \$5.00 per week.

The NTPRD shall pay the cost of required training, testing and license fees for the above licenses subject to prior NTPRD approval as to whether the license is needed or utilized on the job. The employee shall, as condition of NTPRD payment of these costs sign an agreement which states that if the employee does not successfully complete training or testing requirements, or leaves the employment of the NTPRD within one year of the completion of training or testing, the employee shall repay to the NTPRD the amount the NTPRD has expended for training and testing. (See, for example Appendix 1).

Payments for Certificates/Licenses shall not be cumulative. Payment will be made for the highest Class of Certificate/License earned and maintained within a category which is used in the employee's working area. Payments shall not be a part of the employee's regular hourly rate.

## **SECTION 2 - EARLY RETIREMENT**

The employees of AFSCME Local 1608 will be given the same consideration afforded other employees by the NTPRD when determining the feasibility of implementing the early retirement program authorized by the State Public Employee Retirement system.

## **SECTION 3 - JOB DESCRIPTIONS**

The NTPRD retains the sole and exclusive right to determine job duties and classifications. In the spirit of cooperativeness between the parties, whenever a question about job duties and classifications arises, the NTPRD will provide the Union with the most current job description of the job(s) in question.

## **SECTION 4 - CROSS-DIVISION WORK**

When management determines that a temporary condition requires a prompt response beyond the resources of the particular department or division which would normally respond, it may draw resources from other departments or divisions to perform the service required. Assignment pay provisions shall apply except in the case of an emergency as defined in Article 34.

## **SECTION 5 - UNIFORMS**

The NTPRD may require employees to wear uniforms. If the NTPRD does require uniforms for some or all groups of employees, the NTPRD will pay the cost of furnishing the uniforms.

## **ARTICLE 33 - NO STRIKE OR LOCKOUT**

The NTPRD agrees that as long as this Contract is in effect there shall be no lockouts. The Union, its members, officers, agents, and employees covered by this Contract agree that as long as this Contract is in effect, there shall be no strikes, sit-downs, sick-out, slow down of work, or any other unlawful acts that interfere with the NTPRD's operations. In the event of an unauthorized job action on the part of the employees, the Union shall immediately disavow the same advocating strict adherence to the agreement by all employees, and shall make a diligent effort to resolve the dispute. Should the Union fail to exercise such action, the NTPRD will be relieved of any such limitation of its right to contract for such services.

## **ARTICLE 34 - EMERGENCY WAIVER**

- (a) In cases of an emergency declared by a competent legal authority due to circumstances beyond the control of the NTPRD, such as acts of God, riot, flood, and civil disorder, the following conditions of this Contract shall be automatically suspended until the emergency has been officially ended:

1. Time limits for replies on grievances.
  2. Limitations on distribution of work assignments in accordance with the provisions of this Contract.
  3. Limitations on distribution of overtime by seniority.
- (b) In addition and notwithstanding other articles of the Contract, the administration reserves the right during any such emergency to assign employees to work without regard to their employment classifications.
- (c) The NTPRD shall continue to make reasonable provisions for the health and safety of its employees during such emergency.
- (d) Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Grievance Procedure in Article 27.

## **ARTICLE 35 - SAVINGS CLAUSE**

### **SECTION 1**

In the event any provision of the City Charter, State Constitution, Federal Constitution or State or Federal Statute be held to conflict with any of the provisions of this Contract, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portions of the Contract shall continue in full force and effect.

### **SECTION 2**

It is understood and agreed that should any Article, Section or portion of this Contract be held unlawful or unenforceable by any Court, or administrative agency of competent jurisdiction, or be held to be in conflict with any provision of the City Charter, State Constitution, Federal Constitution or State or Federal Law, then the NTPRD and the Union shall meet within ten (10) days following notice of such legal determination, and negotiate a lawful Article, Section or portion of the Contract to replace the Article, Section or portion of the Contract found unlawful or unenforceable.

## **ARTICLE 36 – DRUG TESTING**

A drug testing policy shall be maintained by the NTPRD. Such a policy may require testing only in the following circumstances:

- a. Prior to employment;
- b. Upon reasonable cause;
- c. Following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- d. Prior to and after return from duty after failing a drug test;

- e. After completion of rehabilitation treatment.
- f. Prior to transfer into a position which requires a C.D.L.
- g. As required by law.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services. The policy will require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

There shall be no random testing of employees except as required by law. The NTPRD shall bear the cost of testing required by the NTPRD.

### **ARTICLE 37 - TUITION REIMBURSEMENT**

If NTPRD adopts a tuition reimbursement policy, bargaining unit employees shall be entitled to participate on the same terms and conditions as are available to other NTPRD employees generally. The parties acknowledge that funding and reimbursement levels are subject to the NTPRD's discretion.

### **ARTICLE 38 - PRIOR SERVICE DEFINITION**

Employment anniversary dates for such issues as vacation accrual, longevity, and seniority with respect to employees who have service with the City of Springfield, Clark County Park District or Clark County immediately prior to their employment by NTPRD shall be as they stood on the records of the City, Park District or County as of the date of hire by NTPRD.

Employees with accruals of sick leave, vacation and compensatory time arising from immediately prior employment by the City, Park District or County shall be credited with such accruals as of the date of hire by NTPRD.

Employment histories, attendance records and disciplinary records related to such immediately prior employment are adopted by NTPRD and shall be utilized as if such records pertained to employment by NTPRD.

### **ARTICLE 39 - TERM OF AGREEMENT**

#### **SECTION 1 - EFFECTIVE DATE**

This Contract shall continue in full force and effect from July 1, 2012 until June 30, 2014, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months, unless at least sixty (60) days prior to the end of any twelve month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Contract. In this event, the parties shall meet and attempt to reach an agreement with respect to the proposed change or changes at least sixty (60) days prior to the expiration date of the Contract. In the event the parties do not reach a written agreement by the expiration date of June 30, 2014 in the particular year as provided for herein, then this Contract shall in all respects be deemed void and terminated. The parties hereto, by written agreement, may extend said period for the purpose of reaching a new Contract.

**SECTION 2 - WAIVER**

The parties acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the NTPRD and the Union for the life of this Contract each voluntarily and unqualifiably waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Contract.

**IN WITNESS WHEREOF**, the Union and the NTPRD have caused this Contract to be executed in their names by their duly authorized representatives at Springfield, Ohio, this 16th day of August, 2012.

FOR:  
THE NATIONAL TRAIL PARKS AND  
RECREATION DISTRICT (NTPRD)

Acann Casitto  
Jeff A. Lundy  
W. J. Sp

FOR:  
A.F.S.C.M.E. OHIO COUNCIL 8  
LOCAL 1608

Marcin Krop 8/16/12  
[Signature] 8/23/12

**NATIONAL TRAIL PARKS & RECREATION DISTRICT  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2012**

CLASS TITLE	GRADE/STEP	07/01/2012 HOURLY WAGE	BIWEEKLY	ANNUAL
* Turf Maintenance Worker	408 1	11.83	946.40	24,606.40
	408 2	13.05	1,044.00	27,144.00
	408 3	14.38	1,150.40	29,910.40
	408 4	15.85	1,268.00	32,968.00
	408 5	17.46	1,396.80	36,316.80
	408 6	19.24	1,539.20	40,019.20
Turf Maintenance Worker	413 1	15.12	1,209.60	31,449.60
	413 2	16.15	1,292.00	33,592.00
	413 3	17.83	1,426.40	37,086.40
	413 4	18.30	1,464.00	38,064.00
	413 5	18.69	1,495.20	38,875.20
	413 6	19.24	1,539.20	40,019.20
Building Maintenance Worker I	416 1	15.66	1,252.80	32,572.80
Equipment Maintenance Worker	416 2	16.72	1,337.60	34,777.60
	416 3	18.51	1,480.80	38,500.80
	416 4	18.99	1,519.20	39,499.20
	416 5	19.51	1,560.80	40,580.80
	416 6	20.13	1,610.40	41,870.40

\* For employees appointed to this position after June 30, 2004

## APPENDIX 1

### Training/Testing Reimbursement Policy

An employee's job duties may require attendance at, and successful completion of, certain job-related training and certification testing. Employees may also request support for other organized training and certification testing.

The National Trail Parks and Recreation District, in an effort to encourage employees to maintain and upgrade job-related skills and certifications, agrees to pay the cost of approved training and certification testing subject to the following conditions:

1. Voluntary requests for training and certification testing will be evaluated and approved based on job relatedness and budget resources.
2. Transportation to and from classes and testing sites is the employee's responsibility. If NTPRD vehicles are available, their use will be scheduled through the employee's supervisor.
3. Employees will receive no additional compensation for training or testing held outside of regular working hours.
4. The employee's supervisor shall be kept fully informed of training/testing status and dates and times, well in advance, so as to assess progress and make necessary work schedule changes.
5. Employees may be required by their supervisors to report for work and be relieved in time to attend training/testing or will be required to report to assigned work if a replacement is unavailable.
6. Employees are responsible for obtaining and completing assignments for classes they are unable to attend.
7. Failure to complete or pass required or voluntary approved training/testing will require reimbursement of all NTPRD prepaid costs.
8. Employees resigning or retiring (excluding disability retirement) from NTPRD employment within twelve (12) months after training/testing completion, shall reimburse to the NTPRD all prepaid training, testing, and license fees.

I have read the above conditions and requirements and indicate my acceptance by my signature below:

TRAINING/TESTING NAME: \_\_\_\_\_

DEPARTMENT/DIVISION: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_ DATE: \_\_\_\_\_