



# A COLLECTIVE BARGAINING AGREEMENT

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09/17/2013

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**AND**



**THE LORAIN COUNTY METROPARKS**

Effective:

January 1, 2013 through December 31, 2015

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## **PREAMBLE**

This Agreement entered into between the LORAIN COUNTY METROPOLITAN PARK DISTRICT, hereinafter referred to as the "Employer" and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "Union", has as its purpose the following:

- Section 1. To achieve and maintain a satisfactory and stabilized Employer/employee relationship and to promote improved work performance.
- Section 2. To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the department.
- Section 3. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117 Ohio Revised Code, Federal Laws, and the Constitutions of the State of Ohio and the United States of America.
- Section 4. To ensure the right of every employee to fair and impartial treatment.
- Section 5. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.
- Section 6. To provide for orderly, harmonious and cooperative employee relations in the interest, not only of the parties, but of the citizens of Lorain County.

## **ARTICLE 1 UNION RECOGNITION**

- Section 1. The Employer recognizes the Union as the sole and exclusive representative for the employees who are employed by the Employer as defined below, for the purpose of establishing wages, hours of work and other terms and conditions of employment of the bargaining unit.
- Section 2. Members of the bargaining unit shall consist of regular full-time and regular part-time employees working the classifications as set forth in Appendix A.
- Section 3. Excluded from the bargaining unit are management, casual, seasonal and temporary employees, the Assistant Aquatics Manager, Accounting Manager, Life Guards and Water and Safety instructors.
- Section 4. Except as limited herein, the term "employee" or "employees" wherever used in this Agreement, shall refer to an employee or employees in the bargaining unit described in Section 2 hereof.
- Section 5. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A) Full-time: A bargaining unit member who is employed at least forty (40) hours per week.
- B) Part-time: A bargaining unit member who is employed year round and who works less than 1850 hours per calendar year.
- C) Current employees shall be scheduled no less than their current guaranteed minimum number of hours as reflected in Appendixes D, E, and F.

If a current bargaining unit employee vacates his or her position for whatever reason, the Employer shall afford, if the vacancy is filled, a replacement employee the opportunity to be scheduled the same guaranteed minimum number of hours per year.

If a vacant position is refilled during the year, the guaranteed minimum number of hours shall be pro-rated for the balance of the year from the date of hire.

- D) Vacation hours, personal days and sick leave hours shall be deemed hours worked for purposes of Section 5(C) of this Article.

Section 6. This agreement shall not apply to those temporary employees who may be employed to replace permanent employees for the duration of a permanent employee's leave of absence or for vacation fill in.

## **ARTICLE 2 UNION SECURITY AND CHECK-OFF**

Section 1. All present employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of union membership. Any employee that chooses not to become a member of the Union shall be required to pay a fair share fee to the extent consistent with Chapter 4117 of the Ohio Revised Code. For the purposes of this article "eligible employees" are bargaining unit employees on payroll for more than sixty (60) days, who have not claimed a religious exemption.

Section 2. Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of the Agreement, shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee.

Section 3. Any future employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee.

Section 4. The Employer will deduct initiation fees and monthly dues from the pay of the employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, with the exception of non-

members who, if Section 2, 3 and 4 of this Article are applicable, shall have fair share fees deducted in accordance with Ohio Revised Code Section 4117.09(C). Deductions will be made from the pay of all employees during the first pay period of each month. In the event of an employee's first month pay being insufficient for such purpose, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if that is insufficient, a subsequent period.

- Section 5. All deductions under this Article, accompanied by an alphabetical list of all employees for who deductions have been made, showing the type of deduction made, shall be transmitted to the Union, Care Of: FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or other address as set by the Union from time to time, no later than the tenth (10th) day 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. Immediately upon hiring a new employee who is subject to a fair share fee, the Employer will provide to the Union, names and addresses of said employees. The Union will distribute to such employees all literature which the Union feels explain such fee. The Employer will likewise furnish names and addresses of other employees becoming subject to the fair share fee at least thirty days prior to deduction.
- Section 6. The Union will indemnify and save the Employer harmless from any action growing out of deductions made by the Employer hereunder and commenced by an employee against the Employer (or the Employer and Union jointly).
- Section 7. All employees who are not members of the Union shall have all rights and privileges set forth in Ohio Revised Code Section 4117.09(C) pertaining to political expenditures by the Union.
- Section 8. The Chief Steward or steward shall be given at least thirty (30) minutes to introduce himself/herself to new members and to review the necessary new member packets to said new employee.
- Section 9. The Metro Parks agree to deduct and transmit to the Fraternal Order Of Police/Ohio Labor Council the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Fraternal Order Of Police/Ohio Labor Council. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee. The Union agrees to hold the Employer harmless for any deductions made in accordance with this section.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The Employer retains the right and the authority to administer its business and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct its operation to promulgate reasonable rules and regulations, and more particularly, including but not limited, the following:

- (1) Determine matters on inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, including work processes and facilities, budget, utilization of technology, qualifications of applicants and employees, the entering into of cooperative agreements, and organizational structures;
- (2) Direct, supervise, transfer, assign, consolidate, evaluate, schedule of hours/shifts, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of the Park operations;
- (4) Determine the overall methods, process, means, or personnel by which the Park operations are to be conducted;
- (5) Suspend (with or without pay), discipline, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the overall mission of the Employer as a unit of government;
- (7) Effectively manage the work force and determine standards of quality and quantity of work;
- (8) Subcontract work.

The prerogative of the Employer to retain and exercise the management rights contained in this Article shall be restricted only to the extent this Agreement specifically and expressly provides.

### **ARTICLE 4 PLEDGE AGAINST DISCRIMINATION**

Section 1. The parties to this agreement agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, politics, national origin, age, sex, handicap or disability as defined by the Americans With Disabilities Act and union or non-union membership,

Section 2. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 5  
NO STRIKE/NO LOCK-OUT**

- Section 1. The Employer agrees there will be no lock-out during the term of this Collective Bargaining Agreement.
- Section 2. The Union agrees for itself, its agents, representatives and members that during the term of this Collective Bargaining Agreement neither it nor its members will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, slow down, work stoppage, picketing, "call-ins", any failure to report to work or interference of any kind with the Employer's operations, deliveries and suppliers whether the same be in connection with a dispute between the Union and the Park District, or between the Union and any other union, or between the Union or any other union with any other employer, or between the Park District and any other union or organization or group of individuals.

**ARTICLE 6  
UNION VISITATION - BULLETIN BOARD**

- Section 1. The business representative of the Union shall be permitted to enter the Metro Parks premises during working hours, but at no time shall such visitations rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the Employer.
- Section 2. The Employer shall provide the Union with a board at mutually selected locations. Provided that:
- A-1. No notice or other writing may contain anything political or critical of the Metro Parks or any County Official or any other institution or any employee or other person.
  - A-2. While the Union may not use the bulletin board(s) for partisan political means, it is clearly understood that the Union may recruit volunteers (known as political organizers) to work on political campaigns through the posting of notices on the bulletin board(s).

**ARTICLE 7  
UNION REPRESENTATION**

- Section 1. The Employer recognizes the right of the Union to select a Chief Steward as well as a Steward and an Alternate Steward to represent the employees on grievances arising under this Agreement.
- Section 2. A Steward shall be permitted to attend scheduled Steward's meetings, called by the Union, not to exceed three (3) hours per month and to investigate and process a grievance within any location and attend the meetings as provided in the Grievance Procedure during working hours without loss of regular (straight-time) pay, and such activity shall be with proper regard for the Parks operational needs and work requirements. The monthly Union Stewards' meetings shall be held on the second Tuesday of each month

from 1:00 to 4:00 p.m. during the term of the contract. However, both parties may mutually agree to reschedule the meeting. All transportation shall be treated as any other work related travel as such, and the employee shall be allowed to use a vehicle when available for transportation, within the park district system only. The Chief Steward shall have access to a phone to deal with legitimate contract matters and shall reimburse the Park District for long distance charges and calls in excess of \$15.00 per month. All Stewards shall cooperate in good faith with the Park District in keeping to a minimum the time lost from work due to grievance handling and Union meetings. Within the time limits set forth in the Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the Employer and the Union.

Section 3. The Union shall furnish the Employer with a written list of the names of Stewards and their work locations.

Section 4. A. A Steward investigating or processing a grievance, as defined herein, shall notify his/her immediate supervisor and obtain the supervisor's authorization prior to conducting the processing or investigation.

B. When it is necessary for a steward to enter a department (or section of a department) supervised by a supervisor other than his/her own, he/she shall report first to the supervisor in charge and advise him/her of the purpose of his/her being there.

C. An employee may request the opportunity to review his/her personnel file, and shall be permitted to have a representative of the Union present if so requested. Any warning, complaint, investigations or other disciplinary action shall be removed from the personnel file after an eighteen (18) month retention period from the date of issuance, provided that there has been no discipline imposed for repeated or related offenses.

D. The provision of C above shall not apply to evaluations and/or documents required to be kept under State or Federal Law.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Section 1. A grievance is any matter concerning the interpretation, application or alleged violation of a specific and expressed written provision(s) of this Agreement between the Employer and the Union, or which alleges an employee has been discharged or disciplined without just cause. If any such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance.

Section 2. A grievance which affects a group of employees, arising from the same event and/or set of facts, shall be known as a "Policy Grievance." A Policy Grievance may be filed at step two of the grievance procedure. A Non Policy Grievance shall name the employee grieving.

Section 3. A grievance relating to discharge, suspension, job bidding, layoff, recall or bumping rights, may be filed at step three of the grievance procedure.

Verbal and written discipline shall be grievable. Verbal and written reprimands shall be grievable through step two which shall be the final level of review. Verbal and written reprimands shall not be subject to arbitration under this Agreement.

- Section 4. A grievance under this procedure may be brought by any employee who is in the bargaining unit and/or the Union.
- Section 5. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. Any grievance not timely processed or answered by the Employer within the specified time limit may be appealed to the next step of the grievance procedure. The time limits specified for either party may be extended only by the written mutual agreement between the Employer and the Union. A day used in this Agreement shall mean calendar days, excluding Saturdays, Sundays and Holidays.
- Section 6. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted without the intervention of FOP/OLC, provided that the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and will be non-precedent setting, and as long as the bargaining representative has the opportunity to be present at the adjustment.
- Section 7. Except at step one, all grievances shall include the name and position of the grieving party; the identity of the provisions of the Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the alleged grievance, if known to the grievant; and a general statement of the nature of the grievance and the remedy sought by the grievant.
- Section 8. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be given to the grievant with a copy to the Union Steward. The grievant may request a Union representative at any step of the grievance procedure.
- Section 9. Grievances shall be administered in accordance with the following steps of the grievance Procedure:

#### Step 1 – Immediate Supervisor

An employee who believes he/she may have a grievance shall notify his/her Immediate Supervisor within five (5) days of the occurrence of the fact(s) giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and the Chief Steward, if the Chief Steward is reasonably available, if not then a Union Steward, if such representation is requested by the employee. Within five (5) days of such notice by the employee, the issue in dispute will be discussed with the objective of resolving the matter informally. The Supervisor shall respond to the employee or designated representative within five (5) days of the meeting.

This decision of the Supervisor shall be non-precedent setting as to future grievances, on the same or similar issues.

#### Step 2 – Assistant Director or Designee

If the grievance is not resolved informally at step one it shall be reduced to writing by the grievant with the Chief Steward, if the Chief Steward is reasonably available, if not then a Union Steward, if the grievant desires, and presented to the Assistant Director or Designee(s) within five (5) days of the informal meeting or notification of the Supervisor's decision at step one, whichever is later. A meeting will be scheduled within five (5) days after receiving the written grievance. The Assistant Director or Designee(s) shall provide a written answer within five (5) days of the meeting to the grievant or designated representative.

#### Step 3

If the grievant is not satisfied with the written decision at the conclusion of step two, a written appeal of the decision may be filed with the Director or Designee(s) within five (5) days from the date the decision was rendered in step two. Copies of the written decisions shall be submitted with the appeal. The Director or Designee(s) shall meet with Staff Representative and the grievant within ten (10) days of receipt of the appeal, to discuss the matter. Within ten (10) days from the date of this meeting a written response shall be sent to the Union.

Section 10. If the grievance is not settled at step three, the matter will then be submitted to the FOP/OLC following receipt of the step three answer and if it is the decision of the FOP/OLC to submit the matter to binding arbitration, such matter will then be submitted. The FOP/OLC, upon due consideration, may deny approval for the submission of the grievance to arbitration. No grievance may be submitted to arbitration without the approval of the Union. Further, the FOP/OLC may approve the submission of any matter to arbitration on its own motion. The FOP/OLC must demand arbitration within thirty (30) days of the Step Three hearing response. If the Union submits a matter to arbitration, it must contact the arbitrator and the Park District within thirty (30) days of its demand for arbitration, to schedule the arbitration hearing date.

Section 11. Once a grievance has been approved for arbitration, the parties will mutually select a permanent panel of three (3) arbitrators who will decide all contract disputes for the life of this Agreement. The parties shall be bound to select an arbitrator within twenty-one (21) days through the strike off method. The Union and the Park District will alternately strike a name from the panel, the last remaining arbitrator to be deemed the mutual selection of the parties. The agreed to arbitrators are as follows: (1) James Mancini; (2) Harry Graham; and (3) Rob Stein.

Section 12. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association. All fees and expenses of the arbitrator will be equally divided between the parties. All other costs incurred by the parties will be paid by the party incurring the cost. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the hourly rate for all hours during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 13. The decision of the arbitrator shall be final and binding upon the Park District, the Union, and the employee(s) and shall be implemented within fifteen (15) working days. The arbitrator's authority shall be limited to interpretation and application of this Collective Bargaining Agreement and he/she shall have no authority to add to, subtract from, alter or modify in any way the provisions of this Agreement, to pass upon issues governed by law, or to make an award in conflict with law.

Section 14. Claims for improper wage payments shall be limited to one hundred and eighty (180) days prior to the date of the written filed grievance.

#### **ARTICLE 9 PROBATIONARY PERIOD**

Section 1. New employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days. The Metro Parks shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this agreement, provided however, the Employer will not discharge a probationary employee for an illegal reason. Bargaining unit employees employed as of the date of this Agreement shall maintain the one hundred twenty (120) calendar day probationary period.

#### **ARTICLE 10 SENIORITY**

Section 1. Bargaining unit seniority shall be an employee's length of continuous service with the Lorain County Park District from first date of actual work. An employee shall have no seniority during the probationary period, but upon successful completion of the probationary period, bargaining unit seniority shall be retroactive to the first date of actual work. Seniority shall be lost when an employee:

- A. Quits or resigns;
- B. Is a non-probationary employee and is discharged for just cause;

- C. Is laid off for a period of more than twenty-four (24) consecutive months from the first day of the layoff, and has not responded to any recall notice issued to his/her last known address by the Employer;
- D. Is absent for three (3) or more consecutive working days without notice;
- E. Fails to return to work after a layoff within ten (10) calendar days after being notified in writing to report to work, by certified mail addressed to the employee's last known address, with a copy of such notice sent to the Union. It shall be the responsibility of the employee to maintain and update his/her current address with the Park District.

Section 2. Classification seniority is the length of time an employee has been continuously employed in a particular classification covered by this Agreement. Classification seniority shall be used for the purposes of vacation scheduling, for layoff and recalls as hereinafter set forth.

Section 3. For purposes of bargaining unit seniority and classification seniority, part-time employees shall have their seniority pro-rated. Employees who are on an Employer approved leave of absence shall accumulate seniority for the first year of the leave. After one (1) year of leave, the employee's seniority shall be frozen for the remainder of the leave.

Section 4. Whenever it is necessary to reduce the working force of the Employer, employees shall be laid off by classification seniority within the affected classification. Employees shall be laid off in the following order: probationary employees, temporary employees, casual employees, seasonal employees, part-time employees then full-time employees. An employee may bump into another classification for which he/she has the necessary skill and ability to perform the work, provided that he/she has more seniority than the employee being displaced.

Section 5. A reduction in hours of a full-time employee shall be treated as layoff and the same procedure shall apply. A reduction in hours of a part-time employee is not a layoff.

Section 6. No employee shall be laid off until after all normal attrition and bumping rights have been effectuated.

Section 7. The Union will be notified in writing of the reduction at least thirty (30) work days prior to the effective date. The Employer will notify the employee after notifying the Union.

Section 8. If no issue of bargaining unit seniority is entertained, or if the employees have identical bargaining unit seniority dates, then the lay-off shall be determined by a coin toss.

Section 9. Employees who are laid off or eventually bumped out of their classification shall be placed on a recall list for all classifications from which they have been laid off or bumped, for a period not to exceed twenty four (24) months

from the date of layoff. Each recall list will rank employees in accord with their service classification on that list. Employees will be recalled to work or placed back to their previous classification in the inverse order of lay off from that classification. An employee on lay off will be given ten (10) calendar days notice of recall from the date on which the Employer sent the recall notice to the employee by certified mail to his last known address, as shown by the Employer's record.

## **ARTICLE 11 HOURS OF WORK**

Section 1. Normal work week for all full-time employees shall be forty (40) hours. Part-time employees shall work less than forty (40) hours per week. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday. The normal work day for full-time employees shall be eight (8) or, when mutually agreed upon, ten (10) hours. Whenever possible, the 8/10 hours will be consecutive. Part-time employees are considered to work flex-time and can be scheduled on an as needed basis by the Employer. Part-time employees will be scheduled a minimum of four (4) hours in any one time period. The need for part-time employees will be determined by the Employer and can vary week to week, subject to Article 1, Section 5.

Full-time employees will be assigned to either a day shift or an afternoon shift. The day shift can begin anytime between 5:00 am. and 12:00 noon. The afternoon shift can begin anytime after 12:00 noon. The Employer will establish the hours, shift and starting times for all employees. Starting times within a shift can be different for each employee. The Employer can change shift assignments for all employees when the next schedule is posted, per Article 11, section 7.

Section 2. When an employee is required to work more than forty (40) hours per week, he shall be compensated for such time at one and one-half (1 1/2) times his regular rate of pay. The employee may elect to take compensatory time off in lieu of cash overtime payment. The stipulation of cash overtime payment and banked compensatory time shall be at the discretion of the employee.

Section 3. Employee(s) shall be scheduled as needed to meet the operational needs of the Employer. The Employer shall be the sole judge of the need for overtime. Employer reserves the right to limit the number of persons to be scheduled off work at any one time.

Section 4. For purposes of calculating overtime, time off on vacation and holiday leave shall be considered hours worked. Overtime compensation shall be based on actual hours worked beyond forty (40) hours in a week.

Section 5. Employees who work more than four (4) hours shall be granted an unpaid meal period of thirty (30) minutes near the mid-point of each work schedule. Such meal period shall be scheduled by the supervisor, and, at the employee's option, away from the work area. Employees who are required by the Employer to be on call during their thirty (30) minute meal period shall

be paid for their meal period. Employees who are required by the Employer in an on duty status with no scheduled meal period shall receive compensation for time worked at their straight time regular rate, except when the employee is on overtime status. A paid rest period of not more than fifteen (15) minutes shall be granted to each employee for every four (4) hours of work. The rest period shall be scheduled by the employee's supervisor.

- Section 6. Except in the case of an emergency, no employee shall be scheduled to work split shifts.
- Section 7. Work schedules shall be for fourteen (14) day periods and shall be posted fourteen (14) days in advance. Work schedules will consist of a period of work with fixed starting and ending dates and times. The Employer will attempt to schedule employees so as to have two (2) consecutive days off. An employee may agree to waive the fourteen (14) day schedule notice. All requests for leave must be made in writing at least thirty (30) days prior to the posting of the schedule.
- Section 8. All requests for schedule change must be approved by the employee's immediate supervisor. Schedule changes shall not create an overtime liability for the Employer. All requests must be in writing and submitted two (2) weeks prior to the schedule change. The Employer may waive the time restriction.
- Section 9. Should an employee be called back to work outside of his regular hours for an emergency, he shall be paid time and one-half or four (4) hours straight time pay, whichever is greater.
- Section 10. During a law enforcement special operations assignment, every attempt shall be made to schedule two (2) rangers to work together in the same work location. This excludes any public relations special events.
- Section 11. All employees must be willing to work in an emergency.
- Section 12. Employees scheduled to attend a seminar will be compensated at straight time not to exceed eight (8) hours a day unless attendance at the seminar causes the employee to work more than forty (40) hours per week whereupon Section 2 of this article shall apply. The Employer reserves the right to adjust work schedules for employee(s) that attend seminar(s) so that attendance at the seminar does not cause employee(s) to work more than forty (40) hours per week.
- Section 13. Employees may accumulate up to a maximum of one hundred twenty (120) hours of compensatory time per year. Employees may elect to take off compensatory time with reasonable notice to and consent of the Employer, which shall not be unreasonably withheld, and may not be denied such time for the sole purpose of avoiding overtime. Any hours accumulated over the one hundred twenty (120) maximum shall be paid out in the pay period of which the overtime has accrued at the appropriate overtime rate of pay.

Compensatory time shall carry over from year to year but shall not exceed one hundred and twenty (120) hours per year.

## **ARTICLE 12 PERSONAL LEAVE**

- Section 1. For those employees who have completed at least one (1) year of service, a personal leave of absence may be granted, at the sole discretion of the Employer, without pay or benefits, for good cause shown for a period not to exceed six (6) months.
- Section 2. Any employee who is required to appear in court where the Employer is a party, shall be compensated at straight time unless the time spent in court causes the employee to work more than forty (40) hours per week whereupon Article 11, Section 2 shall apply.
- Section 3. Leave with pay at regular rates shall be granted to full-time employees for service upon a jury. Full-time employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, all employees shall report to work as soon as reasonably possible after notification that his services will not be needed. Full-time employees called to jury duty shall submit to the Employer any juror fees.

## **ARTICLE 13 SICK LEAVE**

- Section 1. Sick leave shall be defined as an absence with pay necessitated by;
- 1) illness or injury to the employee;
  - 2) exposure by the employee to a contagious disease communicable to other employees; and/or
  - 3) serious illness or injury in the employee's immediate family (see 13.09).
- Section 2. All bargaining unit employees shall earn and accrue sick leave at the rate of 4.6 hours for every 80 hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.
- Section 3. An employee who is absent on sick leave shall notify the supervisor at least one (1) hour prior to the scheduled beginning hour of the shift. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established, the employee will notify his/her supervisor every day pursuant to agency reporting procedure. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee

forfeiting any right to pay for the day, and may subject the employee to disciplinary action.

- Section 4. Sick leave may be used in a minimum of segments of one-half (1/2) hour.
- Section 5. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the supervisor and paid by the Employer. In the event an employee is absent for more than two (2) consecutive days, a physician's report is required to be eligible for paid sick leave.
- Section 6. If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the supervisor finds there is not satisfactory evidence of illness, injury or death, sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.
- Section 7. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the supervisor. Employees shall attempt to schedule doctor's appointments at times that will be least disruptive to park operations and preferably prior to or after scheduled work hours or on days off.
- Section 8. The supervisor may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.
- Section 9. When the use of sick leave is due to illness or injury in the immediate family, for the purpose of this article, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren who reside in the employee's home, father, and mother.
- Section 10. Sick leave benefits shall be calculated based on the employee's base pay at the time of absence and shall not include any special forms of compensation, such as overtime pay.
- Section 11. Subject to the following conditions, if qualified, each full-time employee shall be paid for the value of his accrued but unused sick leave credit, up to a maximum of one-half (1/2) of 960 hours (120 days @ 8 hours per day), at the time of the employee's (a) retirement, or (b) permanent and total disability which commences while such employee is a full-time employee, or (c) death which occurs while such employee is a full-time employee.

This accrued but unused sick leave credit shall only be paid upon retirement, total and permanent disability or death of such full-time employee, while a full-time employee, if such employee meets one of the following conditions:

Minimum Age	and	Minimum Years of LCMPD Full-time Employment
65		10
60		15
55		20
50		25
48		30 (Rangers – 25 years)

Payment for accrued but unused sick leave credit shall be computed at the employee's rate of pay at the time of retirement or permanent and total disability which commences while such employee is a full-time employee, or death which occurs while such employee is a full-time employee.

This sick leave pay-out shall only be calculated for those hours accrued while an employee of Lorain County Metro Parks.

- Section 12. An employee who is terminated for cause, or resigns after service of a notice of Disciplinary Action, or does not give a two-week notice, shall not be compensated for his unused sick leave regardless of length of service.
- Section 13. Any employee who is reinstated shall earn sick leave as if he were a new employee and shall not be eligible again to receive any compensation for any portion of his accumulated unused sick leave upon subsequent termination or retirement.
- Section 14. Disability leave for personal illness or injury shall be limited to one year. An employee on a recognized workers' compensation claim will not be affected by this section and the duration of said leave shall be for the entire period of the illness or disability.
- Section 15. Employees may donate sick time to another employee provided that employee has a critical need, the Employer consents, and provided further the maximum amount of donated sick hours cannot exceed one thousand (1000) hours.

**ARTICLE 14  
BEREAVEMENT LEAVE**

- Section 1. A full-time employee shall be granted a three (3) day leave of absence with pay in the event of the death of a member of his/her immediate family to attend the funeral if within the State of Ohio or five (5) days when the funeral is outside the State of Ohio. If additional time is needed, the Employer may grant additional time off without pay. In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a

leave of absence without pay, for three (3) days to attend the funeral if within the State of Ohio or five (5) days when the funeral is outside the State of Ohio. For the purpose of this Article, an employee's immediate family, as referred to herein, shall include his spouse, mother, father, child, stepchildren, brother, sister or grandparent.

Section 2. To be eligible for bereavement leave, an employee must provide the Employer with a funeral form and must attend the funeral.

## **ARTICLE 15 TEMPORARY TRANSFERS**

Section 1. The Employer may temporarily transfer or assign employees from one job classification to another job classification either within the same department or to another department. A temporary transfer shall not exceed fifteen (15) calendar days except:

1. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or
2. To provide vacation relief scheduling.
3. In the event of an emergency.

If the Employer temporarily transfers an employee to another job classification position the employee shall:

1. Receive his/her regular rate of pay, if the rate of pay for such other classification is lower than his/her regular rate,
2. Receive the higher rate of pay for the classification if such rate is higher than his/her regular rate and the temporary transfer exceeds two (2) days.

## **ARTICLE 16 HOLIDAYS**

Section 1. All full-time employees shall receive the following paid holidays:

- 1) New Year's Day (January 1)
- 2) Memorial Day (last Monday in May)
- 3) Independence Day (July 4)
- 4) Labor Day (first Monday in September)
- 5) Thanksgiving Day (fourth Thursday in November)
- 6) Christmas Day (December 25)

Section 2. In order to be eligible for the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first scheduled work day after the holiday, or the holiday if the employee is scheduled to work the holiday, or the employee is on vacation or sick leave with medical verification from a physician. The holidays shall be observed on those dates listed above.

Section 3. A full-time employee who works on a recognized holiday as set forth in Section 1, shall be paid eight (8) hours of holiday pay and also be paid at time and one half (1.5) for all hours worked on the holiday. A full-time Employee who does not work on a holiday shall only be paid eight (8) hours of holiday pay.

A part-time employee who does work on a recognized holiday as set forth in Section 1 shall be paid time and one-half for all hours worked.

Section 4. In addition to the recognized holidays, full-time bargaining unit employees shall receive five (5) personal/floating holidays per year. Part-time employees on Appendix D shall receive two (2) personal/floating holidays per year. Part-time employees on Appendix E shall receive three (3) personal/floating holidays per year and F shall receive four (4) personal/floating holidays per year. Such holidays shall be scheduled with the prior approval of the employee's supervisor. All new hires shall have their holidays prorated based on the date of hire. Floating holidays not taken during the calendar year shall be forfeited. If an employee is terminated or resigns for other than a disability, that employee's personal/floating holidays shall be prorated to the last date of employment. If on the last date of employment, an employee has taken more than his/her prorated personal/floating holidays for the year, then in such event the employee shall reimburse the Employer, or alternatively, the Employer shall deduct the holiday/personal day pay, as calculated in Section 3 above, from the employee's last pay check.

## **ARTICLE 17 VACATIONS**

Section 1. All employees will be eligible for vacation after completing one calendar year of service with the Park District.

Section 2. Accrual of vacation is based upon years of service in a full-time bargaining unit position. When a part-time employee becomes a full-time employee, their years of service for vacation purposes shall be recalculated on a two thousand eighty (2080) hour work year. As an example, a twenty (20) hour per week part-time employee that has maintained that schedule for ten (10) years that becomes a full-time employee, shall be credited with five (5) years of service. Service time as a seasonal or any other non-bargaining unit position will not count toward vacation accrual.

YEARS OF SERVICE		HOURS EARNED PER 80 HOURS ACTUAL WORKED
Beginning	Ending	
0 to 7 (0 days to 2555 days)		3.1 hours
8 to 14 (2556 – 5110 days)		4.6 hours
15 to 24 (5111 – 8760 days)		6.2 hours
25 plus (8761 + days)		7.7 hours

Hours worked in excess of 80 hours per pay period will not be counted in determining hours of accrued vacation leave. Vacation leave will not accrue during intervals of non-paid employment (such as unpaid leaves of absence). Vacation leave is to be utilized in one-half hour increments. Vacation leave must be requested in writing, on forms provided by the Park District per Article 11, Section 7.

- Section 3. Employees shall be entitled to accrue up to a maximum of 240 hours of vacation leave. Any vacation time in excess of 240 hours that is earned and not taken by the end of the calendar year (Dec.31), will be forfeited, unless the Employer has canceled a vacation leave due to an unforeseen emergency. In this case, the Employee shall be paid out for all hours earned but not taken. The Employer may not unreasonably deny a vacation request.
- Section 4. Upon termination of employment, an employee (or in case of his death, his estate) shall be compensated for his unused vacation leave accumulated as provided up to the time when such accumulation occurs, except as provided for in Section 6. However, in no event shall accumulation exceed the 240-hour limitation.
- Section 5. When an emergency exists, all leaves including vacations, may be canceled, however, Section 3 shall apply with regard to payout of time, if the Employee is unable to utilize his time prior to December 31 of the current calendar year.
- Section 6. Vacation leave and sick leave will accrue when an employee is on approved paid leave status including vacation, sick leave and personal days.
- Section 7. Prospective employees who have not retired from another Ohio public employer, but who have prior service as regular full-time employees (40 hours per week) shall be given credit for years of service with that public employer for purposes of this article.

## ARTICLE 18 CONTRACTING & BARGAINING UNIT WORK

- Section 1. The Employer may subcontract work, as long as use of subcontractors does not cause a reduction of hours or cause a lay-off of full-time bargaining unit employees. Likewise, since current part-time employees are offered a guaranteed minimum number of hours under Article 1 Recognition, Section 5, sub-sections C and D, subcontracting shall be permissible so long as current part-time employees are offered their guaranteed number of hours.

Section 2. All management level, supervisors, administrative staff, seasonal employees and volunteers shall be permitted to perform bargaining unit work, so long as such work does not result in a reduction of hours or lay-off of full-time bargaining unit employees in the affected classification.

## **ARTICLE 19 SAVINGS CLAUSE**

Section 1. Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of or contrary to municipal, state, or federal acts, statutes, ordinances, regulations or orders, or revision thereof, now effective, or which may become effective during the term of this Agreement shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

## **ARTICLE 20 INSURANCE**

Section 1. The Employer shall provide full-time employees on the Park District's payroll as of August 31, 2007, with a choice of the "15100", "2080" or "1580" hospitalization and dental coverage through the Park District's Plan subject to the following limitations. If an employee's spouse is offered health insurance through the spouse's employer, then in such an event the Park District shall not be required to provide the spouse hospitalization or dental coverage.

Section 2. Full-time employees hired after September 1, 2007 shall be provided with the "1580" coverage. If the new employee has a spouse who is offered health coverage through the spouse's employer, then in such an event the Park District shall not be required to provide the spouse hospitalization or dental coverage.

Section 3. The premiums for health coverage shall be allocated between the Employer and the employees according to Appendix C. The employee's portion of the premium shall be deducted from the employee's pay monthly. The Employer shall have the right to change insurance carriers or third party administrators providing the insurance coverage is comparable to existing coverage.

Section 4. The Employer shall continue to provide life insurance for each full-time employee in the amount of \$15,000.00.

**ARTICLE 21  
WAGES**

Section 1. Employees shall be paid in accordance with the wage rates listed in Appendix B.

**ARTICLE 22  
UNIFORMS**

Section 1. The Employer shall determine and provide, at no cost to the employee, uniforms, which shall be worn during work hours.

Section 2. Vests will be provided to bargaining unit Rangers at no cost.

**ARTICLE 23  
JOB BIDDING**

Section 1. When permanent vacancies in the bargaining unit occur, or new jobs within the bargaining unit are created, the Employer shall post a notice and at its option caused to be published a notice of the opening or openings, stating the job classification, a brief description of the work to be performed, the qualifications required to perform the job, the rate of pay, and reporting location. Such notice shall remain posted for seven (7) calendar days, excluding Saturday and Sunday and if applicable, shall be published at least once and the notice published shall provide the date on which applications must be received and the identity of the Employer's representative authorized to receive the applications. For purposes of this article, a vacancy is defined as a position that is vacant due to an employee retiring, resigning or having been terminated and one which the Employer elects to fill in lieu of transferring a current employee to the position.

All applications filed within the said time limits will be reviewed by the Employer and the job will be awarded on the basis of skill, ability to perform the work, experience and seniority in that order. If the skill, ability and experience of two (2) or more applicants are substantially equal, bargaining unit seniority shall govern. The Employer may deny an applicant appointment to a vacancy if the appointment is to the same job classification held by the applicant. The Employer's decision to transfer an employee from one work location to another does not create a vacancy.

A new employee awarded the job shall be subject to the probationary period. A bargaining unit employee awarded the job shall be allowed up to thirty (30) days to meet the standards applicable for the job. During the trial period, the employee shall be given reasonable help and supervision. He will be considered to have met the standards for the job when he satisfactorily performs its duties with no more supervision than is required by other qualified employees on the same or similar jobs. If he fails to qualify, he shall be returned to the job from which he came, those who followed in the

advance also set back, to the extent necessary. If, before the expiration of the trial period, the employee, in the opinion of the Employer, cannot qualify, the matter shall be discussed with the employee's steward before the employee's return to his former job.

Section 2. No employee shall be denied the right to make application for a posted job, except employees who, on the day of the posting of a job or jobs, are in one of the following classes:

- (a) Probationary employees;
- (b) Employees who, within the previous twelve (12) months, have been returned to their former job because of failure to qualify on a job in the same classification as they now seek to bid on;
- (c) Employees, who within the previous twelve (12) months, have declined a job after having been awarded the same in the same classification as they now seek to bid on.

For the purpose of this section, a "vacancy" is defined as a job opening where the Employer has increased the number of regular jobs available in a particular job classification, or where an opening occurs in an existing job as a result of a promotion, or transfer, or quit or discharge, or other termination of employment and the Employer has declared the job opening is to be filled.

#### **ARTICLE 24 SUBSTANTIAL CHANGE IN JOB CONTENT**

Section 1. The Employer shall provide the Union with bargaining unit job descriptions. If there is a substantial change in the job content of a bargaining unit job, the Employer shall notify the Union of the changes within ten calendar (10) days.

#### **ARTICLE 25 HEALTH AND SAFETY**

The Lorain County Metro Parks shall be responsible for providing a safe work environment, including necessary training when and where required.

**ARTICLE 26  
EMPLOYEE COMPLIMENTARY PRIVILEGES**

Employees and their dependents are eligible for complimentary privileges to facilities and special events, discounts on programs, admissions and other privileges as contained in the Employee Handbook. Bargaining unit employees shall have the same privileges as all other Lorain County Metro Park employees during the term of this Agreement.

**ARTICLE 27  
COURT TIME**

Section 1. Any employee who is required to appear in court where the Employer is a party, shall be compensated at straight time unless the time spent in court causes the employee to work more than forty (40) hours per week whereupon Article 11, Section 2 shall apply.

Section 2. Leave with pay at regular rates shall be granted to full-time employees for service upon a jury. Full-time employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, all employees shall report to work as soon as reasonably possible after notification that his services will not be needed. Full-time employees called to jury duty shall submit to the Employer any juror fees.

**ARTICLE 28  
SAFETY ADVISORY COMMITTEE**

Occupational safety and health is a mutual concern of the Employer and of the FOP/OLC and of the employees. The FOP/OLC will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to the extent possible to operate and maintain a safe working environment for all employees.

The Employer and employees shall comply with applicable Federal and State laws, rules and regulations and Employer safety rules.

All employees shall promptly report all unsafe conditions related to a manager. If the unsafe condition remains unabated, the matter will be referred by the employee to a supervisor above their immediate supervisor. The employee shall not be subject to discipline for so reporting.

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the manager in charge concludes that the equipment is not unsafe, the employee shall operate the equipment.

The FOP/OLC recognizes the right of the Employer to establish and change safety rules. Any new or changed rules will be first communicated to the employees and to the FOP/OLC.

Safety Advisory Committee. A joint Safety Advisory Committee will be established. The committee shall consist of five (5) persons, three (3) management and two (2) union. The union members will be selected by the Union. Its responsibilities will be to provide recommendations for a safe and healthful work place by recognizing abatement of hazards and education programs. The committee shall:

- A. Meet on a definitely established schedule put forth by the chairman, but in no case less than once each year.
- B. Promote health and safety education.
- C. The committee shall operate and establish its rules consistent with the above principles.
- D. The members of the committee shall be paid at their regular rate while performing committee duties on a no-loss, no-gain basis.

## **ARTICLE 29 PERSONNEL RECORDS**

Section 29.1 Inspection. An employee may inspect his personnel file upon making an appointment with the Director during normal business hours, Monday through Friday, which appointment will be scheduled without undue delay. The employee, or his representative, may also examine his personnel file if a pending grievance or disciplinary hearing requires such examination.

The employee may authorize, in writing, his bargaining unit representative to act on his behalf in this regard. When such an inspection is made, an entry shall be made showing the date and name of the inspector. Except as required by the Ohio Open Records Act, the employee's file shall not be made available to any person or organization other than the Employer.

Section 29.2 Personnel Files/Documents. There shall be only one (1) official personnel file for each employee, which shall be maintained in the Human Resources Office. (The employee's medical records shall be maintained in a separate file for each employee.) Additional personnel files may be maintained provided that no material relating to conduct, discipline or job performance shall be kept therein which is not in the official file. A copy of all documents relating to conduct, discipline or work performance in the official file shall be given to the employee at the time of its placement.

Section 29.3 Inaccuracies. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the member may write a memorandum or letter explaining his position and have said attached to the documents in question.

Section 29.4 Any member or representative granted permission in writing by a member may obtain a copy of material contained in his file without cost.

Section 29.5 In any case in which a written reprimand, suspension or dismissal is overruled by an arbitrator or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel file subject to the records retention law of Ohio.

Section 29.6 Records of disciplinary action against an employee for the violation of rules, but not involving a penalty of time off, will not be used by the Employer in any arbitration proceeding where such action occurred more than eighteen (18) months prior to the date of the most recent event, as long as the current discipline is not directly related to prior charges.

### **ARTICLE 30 RIGHT TO UNION REPRESENTATION AT DISCIPLINARY HEARING**

Lorain County Metroparks may take disciplinary action against any employee only for just cause.

At any point at which the Employer initiates discipline, the Union shall be notified by the Employer or employee, and Union Representation shall be afforded to each bargaining unit member prior to any questioning or interviewing of any employee, at the employee's request.

### **ARTICLE 31 MILITARY LEAVE**

Lorain County Metroparks agrees to comply fully with all Federal and State laws with regard to re-employment and other rights of employees who return from military service.

### **ARTICLE 32 DURATION OF AGREEMENT AND EFFECTIVE DATES**

Section 1. This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2015. The wage increases provided for herein shall be effective January 1, 2013. All other provisions shall be effective date of ratification.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

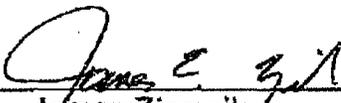
Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the F.O.P. and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the F.O.P. each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement.

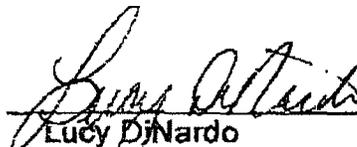
**SIGNATURE PAGE**

In Witness Whereof, the parties have hereunto signed by their authorized representatives the 20 day of August, 2013.

FOR THE LORAIN COUNTY  
METROPOLITAN PARK DISTRICT

FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL, INC.

By:   
James Ziemnik  
Director/Secretary

By:   
Lucy DiNardo  
Staff Representative

And: \_\_\_\_\_

By: 

**Appendix A**

**Classification of Positions  
in Bargaining Unit**

Status	Job Classification
Fulltime	Asst. Golf Course Superintendent
Fulltime	Asst. Park Manager (Commissioned)
Fulltime	Senior Bookkeeper
Fulltime	Horticulturist Assistant
Fulltime	Park Maintenance Worker 1, 2 and 3
Fulltime	Park Mechanic Maintenance
Fulltime	Park Naturalist 2 and 3
Fulltime	Receptionist/Reservation Clerk
Fulltime	Park Secretary
Fulltime	Service Ranger
Fulltime	Program Naturalist
Fulltime	Bookkeeper 1 & 2
Fulltime	Assistant Park Mechanic
Fulltime	Assistant Park Manager (Non-Commissioned)
Fulltime	Aquatics Technician 1
Year-round Part-time	Custodian
Year-round Part-time	Receptionist
Year-round Part-time	Aquatics Maintenance Tech.
Year-round Part-time	Receptionist/Data Entry
Year-round Part-time	Program Reservationist
Year-round Part-time	Service Ranger
Year-round Part-time	Park Maintenance Worker
Year-round Part-time	Program Receptionist

APPENDIX B

		2012						2013 WADES						2014						2015					
		hourly wage	FTE	hours	annual	hire date	2012 hourly wage	INCREASE 1.75 %	TOTAL HOURLY WAGE	TOTAL ANNUAL	2014 hourly wage	INCREASE 1.75 %	2014 TOTAL HOURLY WAGE	2014 TOTAL ANNUAL	2015 hourly wage	INCREASE 1.75 %	2015 TOTAL HOURLY WAGE	2015 TOTAL ANNUAL							
																			2013 hourly wage	2013 INCREASE 1.75 %	2013 TOTAL HOURLY WAGE	2013 TOTAL ANNUAL	2014 hourly wage	2014 INCREASE 1.75 %	2014 TOTAL HOURLY WAGE
Asst Park Mgr Non Com	BROWN	1	\$17.03		2080	\$35,122.40	4/6/1994	\$17.28	0.30	\$17.58	\$36,671.99	\$17.83	0.31	\$18.14	\$37,740.19	\$18.39	0.32	\$18.72	\$38,930.09						
Horticulture Asst	GARGARZ	2	\$16.47		2080	\$34,157.60	4/6/2002	\$16.97	0.30	\$17.27	\$35,918.31	\$17.62	0.31	\$17.92	\$37,072.99	\$18.07	0.32	\$18.39	\$38,220.80						
Park Maint Wkr 1	HRUSCH	3	\$16.82		2080	\$34,559.60	6/18/2009	\$17.37	0.30	\$17.67	\$36,761.87	\$18.17	0.32	\$18.49	\$38,483.40	\$18.88	0.32	\$19.21	\$40,194.71						
Bookkeeper 1	KLEMBARA	4	\$13.97		2080	\$28,848.80	2/9/2007	\$14.12	0.26	\$14.37	\$29,889.67	\$14.82	0.26	\$15.07	\$30,934.93	\$15.72	0.26	\$15.99	\$32,008.10						
Recreation Leader	MALDONADO	5	\$15.19		2080	\$31,612.00	6/18/2011	\$15.40	0.27	\$15.67	\$32,592.58	\$16.32	0.28	\$16.60	\$33,698.09	\$17.45	0.29	\$17.74	\$34,816.74						
Reservoir Clerk	SANTIAGO	6	\$15.47		2080	\$26,937.60	1/8/2007	\$16.72	0.22	\$16.94	\$26,920.61	\$18.19	0.23	\$18.49	\$27,620.92	\$19.67	0.24	\$19.91	\$28,339.53						
Greenhouse Tech.	STEFFANIN	7	\$15.09	hired in 2013	2080	\$31,304.00	3/31/2013	\$15.09	0.00	\$15.09	\$31,304.00	\$16.30	0.27	\$16.57	\$32,390.92	\$17.82	0.28	\$18.09	\$33,478.89						
Aquatic Tech Custodian	BYNDER	8	\$16.39		2080	\$31,928.00	2/26/2011	\$16.80	0.27	\$17.07	\$33,016.58	\$18.12	0.28	\$18.41	\$34,122.72	\$19.68	0.29	\$19.93	\$35,248.88						
Senior Bookkeeper	SUSTERBIC	9	\$17.74		2080	\$36,899.20	3/31/2009	\$17.99	0.31	\$18.20	\$38,074.04	\$19.55	0.22	\$19.86	\$39,269.49	\$21.15	0.33	\$21.46	\$22,465.75						
Asst. Park Mechanic	HAHLCH	11	\$14.82		2080	\$29,788.80	6/30/2012	\$14.97	0.25	\$15.22	\$30,898.95	\$15.67	0.28	\$15.94	\$31,904.88	\$16.89	0.27	\$17.06	\$32,992.11						
Urban Plog 2	WHITFIELD	12	\$15.16		2080	\$31,612.00	9/7/2012	\$15.40	0.27	\$15.67	\$32,592.58	\$16.92	0.29	\$17.20	\$33,692.09	\$18.46	0.29	\$18.74	\$34,816.74						
Naturalist 2	BREHL	13	\$15.16		2080	\$31,612.00	6/18/2011	\$15.40	0.27	\$15.67	\$32,592.58	\$16.92	0.29	\$17.20	\$33,692.09	\$18.46	0.29	\$18.74	\$34,816.74						
Naturalist 2	MORRIS	14	\$18.24		2080	\$33,779.20	11/5/1999	\$18.49	0.28	\$18.76	\$34,889.44	\$19.62	0.30	\$19.93	\$35,999.28	\$21.89	0.21	\$22.08	\$37,199.06						
Asst Park Mgr Comm.	ODX	15	\$18.90		2080	\$39,312.00	3/25/1990	\$19.16	0.34	\$19.49	\$40,329.08	\$20.74	0.35	\$20.99	\$41,787.49	\$22.33	0.36	\$22.69	\$43,027.45						
Asst Park Mgr Comm.	DIJEGAN	16	\$17.68		2080	\$36,774.40	11/22/2002	\$17.93	0.31	\$18.24	\$37,847.05	\$19.48	0.32	\$19.82	\$39,140.23	\$21.07	0.33	\$21.40	\$40,384.29						
Asst Park Mgr	BYNDER	17	\$18.00	hired in 2013	2080	\$31,200.00	2/5/2013	\$18.00	0.00	\$18.00	\$31,200.00	\$19.69	0.27	\$19.82	\$32,278.10	\$21.77	0.29	\$21.94	\$33,469.01						
Asst Park Mgr Comm.	SWIFT	18	\$16.40		2080	\$32,118.00	7/5/2009	\$16.85	0.29	\$17.14	\$33,239.09	\$17.19	0.30	\$17.49	\$34,383.93	\$17.74	0.31	\$18.05	\$35,549.54						
Asst Park Mgr Comm.	MURRAY	19	\$17.18		2080	\$33,892.80	6/11/2005	\$17.41	0.30	\$17.71	\$34,848.92	\$17.90	0.31	\$18.29	\$35,920.44	\$18.87	0.32	\$19.28	\$37,014.60						
Asst Park Mgr Comm.	PATALON	20	\$16.88		2080	\$32,984.40	4/7/2003	\$16.93	0.33	\$17.26	\$34,099.43	\$18.51	0.34	\$18.85	\$35,299.66	\$20.10	0.36	\$20.46	\$41,545.40						
Service Ranger	WARE	21	\$16.00		2080	\$33,200.00	6/14/2010	\$16.26	0.27	\$16.52	\$32,278.10	\$16.77	0.28	\$17.04	\$33,369.01	\$18.29	0.29	\$18.66	\$34,462.07						
Service Ranger	MACLEAN	22	\$16.88		2080	\$34,882.80	4/18/04	\$16.91	0.30	\$17.21	\$35,788.99	\$17.40	0.31	\$17.76	\$36,949.72	\$18.91	0.32	\$19.33	\$38,119.33						
Service Ranger	POLING	23	\$16.30		2080	\$31,824.00	4/8/2009	\$16.69	0.27	\$16.92	\$32,918.02	\$17.07	0.28	\$17.35	\$34,018.05	\$18.60	0.29	\$18.89	\$35,139.41						
Service Ranger	BOHMIDY	24	\$14.83		2080	\$30,948.00	6/10/2012	\$15.08	0.28	\$15.34	\$31,918.31	\$16.59	0.27	\$16.87	\$33,002.93	\$18.12	0.28	\$18.40	\$34,109.58						
Park Maint Wkr 2	SHOWALTER	25	\$14.92		2080	\$29,788.80	6/30/2012	\$14.87	0.28	\$14.82	\$30,835.85	\$16.07	0.28	\$16.34	\$31,904.06	\$18.69	0.27	\$18.88	\$32,992.11						
Park Maint Wkr 2	PERKINS	26	\$15.21		2080	\$31,556.00	3/17/2008	\$15.71	0.27	\$15.99	\$32,248.84	\$16.48	0.29	\$16.77	\$33,489.79	\$17.27	0.30	\$17.58	\$34,657.45						
Park Maint Wkr 2	QUARRO	27	\$16.88		2080	\$32,872.00	10/22/2007	\$16.91	0.28	\$17.19	\$33,871.92	\$18.48	0.28	\$18.77	\$34,889.79	\$19.27	0.30	\$19.58	\$35,957.45						
<b>PART TIME</b>																									
Aquatic Tech/Custodian	BRUCE HARRIS	1	\$16.44	PT	32	\$529.28	9/1/2004	\$16.80	0.30	\$17.08	\$34,430.68	\$17.93	0.30	\$17.63	\$35,598.21	\$17.78	0.31	\$17.69	\$36,858.38						
Program Reservationist	LUDIE HARRIS	2	\$11.90	PT	24	\$285.60	8/22/2004	\$11.55	0.30	\$11.76	\$17,111.09	\$12.00	0.21	\$12.21	\$17,780.91	\$12.48	0.22	\$12.69	\$18,462.44						
Program Reservationist	E FERNANDEZ	3	\$11.90	PT	20	\$238.00	1/1/2010	\$11.55	0.30	\$11.76	\$17,111.09	\$12.00	0.21	\$12.21	\$17,780.91	\$12.48	0.22	\$12.69	\$18,462.44						
Custodian	WORMAN	4	\$11.90	PT	24	\$285.60	10/29/2006	\$11.55	0.30	\$11.76	\$17,111.09	\$12.00	0.21	\$12.21	\$17,780.91	\$12.48	0.22	\$12.69	\$18,462.44						
Custodian	MULLER	5	\$10.78	PT	24	\$258.72	2/1/2010	\$11.01	0.14	\$11.20	\$16,911.09	\$11.45	0.20	\$11.65	\$16,968.51	\$11.90	0.21	\$12.11	\$17,434.20						
Custodian	VANCE (hired in 2013)	6	\$10.94	PT	24	\$262.56	3/7/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.10	\$11.22	\$16,993.60						
Maintenance	BYNDY	7	\$11.08	PT	24	\$265.92	9/7/2011	\$11.29	0.20	\$11.39	\$19,788.77	\$11.78	0.21	\$11.96	\$17,448.28	\$12.23	0.21	\$12.45	\$18,189.01						
Program Reservationist	Slater (hired in 2013)	8	\$10.94	PT	24	\$262.56	4/22/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.19	\$11.22	\$16,993.60						
Program Reservationist	REBERSON	9	\$11.20	PT	18	\$201.60	2/16/2012	\$11.45	0.20	\$11.69	\$18,892.99	\$11.90	0.21	\$12.11	\$17,850.17	\$12.36	0.22	\$12.57	\$18,909.07						
Program Reservationist	BECKWITH (hired in 2013)	10	\$10.94	PT	24	\$262.56	7/27/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.19	\$11.22	\$16,993.60						
Program Reservationist	COLLIER (hired in 2013)	11	\$10.94	PT	24	\$262.56	7/18/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.19	\$11.22	\$16,993.60						
Custodian	ALBIN (hired in 2013)	12	\$10.94	PT	24	\$262.56	7/18/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.19	\$11.22	\$16,993.60						
Program Reservationist	VANWORMER (hired in 2013)	13	\$10.94	PT	24	\$262.56	7/18/2013	\$10.94	0.00	\$10.94	\$10,668.04	\$10.94	0.19	\$10.78	\$16,668.97	\$11.09	0.19	\$11.22	\$16,993.60						
Custodian	OSMAN	14	\$10.94	PT	24	\$262.56	10/22/2011	\$10.94	0.19	\$10.99	\$15,999.99	\$11.24	0.20	\$11.44	\$16,960.36	\$11.89	0.20	\$12.09	\$17,312.10						

APPENDIX B-1

Bargaining Unit

Entry Level Wages

Addendum to APPENDIX B			
Job Title	1/1/2013	1/1/2014	1/1/2015
Asst. Park Manager Commissioned Ranger	16.40	16.66	16.95
Service Ranger	15.00	15.26	15.52
Asst. Manager	17.03	17.32	17.62
Park Maintenance I	16.62	16.91	17.20
Park Maintenance II	14.32	14.57	14.82
Naturalist II	15.15	15.41	15.67
Greenhouse Tech	15.05	15.31	15.57
Aquatics Tech I	15.35	15.61	15.88
Horticulturalist II	16.47	16.75	17.04
Assistant Aquatics Manager	15.00	15.26	15.52
Cultural arts Programmer	13.79	14.03	14.27
Recreation Leader	15.15	15.41	15.67
Urban Programmer	15.15	15.41	15.67
Asst. Mechanic	14.32	14.57	14.82
Senior Bookkeeper	17.74	18.05	18.36
Bookkeeper	13.87	14.11	14.35
Reservationist Clerk/Receptionist	12.47	12.68	12.90
PART TIME POSITIONS			
Custodian	10.34	10.52	10.70
Program Reservationist	10.34	10.52	10.70
Receptionist	10.34	10.52	10.52
Receptionist/Data Entry	10.34	10.52	10.70
Maintenance	11.08	11.27	11.46
Aquatics Tech II	16.44	16.72	17.01

LAD 8/28/13  
 JE 9/22/13

**Appendix C**  
**Percentage of the Monthly Insurance Premium to be Paid**  
**By the Employer and Employee for Full-time**  
**Employees in the Bargaining Unit**

For the length of this contract the Monthly Insurance Premium will be as follows:

If rate increase is 0 to 10% - Employer pays 90% & Employee pays 10%

If rate increases is over 10% employees pays additionally half the amount over 10%.

The maximum contribution by employees is 15%.

Example:

2013 increase is 14% then employer pays 88% and employee pays 12%. (Employees pay 2% additionally)

2014 increase is 12% then employer pays 87% and employee pays 13%. (Employees pay 1% additionally)

2015 increase is 18% then employer pays 85% and employee pays 15%. (Max. of 15% reached)

If the first year the increase is 20% or more then the employees will pay 15% for the remainder of the contract.

**Appendix D  
Hours Offered to Part-Time Bargaining Unit Employees (1000 hrs)**

Class	Hours offered on an annual basis
Receptionist	1000
Graphic Artist	1000
Bookkeeper II	1000

**Appendix E  
Hours Offered to Part-Time Bargaining Unit Employees (1248 hrs)**

Class	Hours offered on an annual basis
Custodian	1248
Receptionist/Data Entry	1248
Program Reservationist	1248