



AGREEMENT

between the

BOARD OF PARK COMMISSIONERS OF THE  
MILL CREEK METROPOLITAN PARK DISTRICT

and

LOCAL UNION 288  
OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES AND OHIO COUNCIL 8,  
AFSCME

12-MED-09-0992  
3036-02  
K30348  
01/08/2014

Effective January 1, 2013 through December 31, 2015

## LABOR AGREEMENT

Consistent with Chapter 4117 of the Ohio Revised Code and subject to all other controlling laws and the ultimate authority of the Board to make final decision in all such matters, it is agreed by and between the BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK DISTRICT, hereinafter referred to as "BOARD" and LOCAL UNION 288 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AND OHIO COUNCIL 8, AFSCME, hereinafter referred to as "UNION" for the purpose of establishing harmonious relations between and among the Board, the Union and the various employees of the Board subject to this Agreement, as follows:

### ARTICLE 1 - RECOGNITION: DEFINITIONS: CHECK-OFF

1.01. The Board recognizes Local Union 288 of the American Federation of State, County and Municipal Employees and District Council 8 AFSCME, as the sole and exclusive representative for full-time regular employees occupying jobs listed on Exhibit "A", for the purpose of negotiating with the Board with respect to wages, hours, terms and other conditions of employment.

1.02. A newly hired full-time regular employee shall serve a probationary period of twelve (12) months during which time he/she may be dismissed at the discretion of the Board without recourse. A probationary employee shall be eligible for paid holidays and check-off and to accrue sick leave beginning with the date of hire, and shall be eligible for insurance and use of accrued sick leave sixty (60) calendar days from the date of hire.

1.03. Check-off - The Board will deduct from the wages of the eligible full-time employees who are members of the Union their Union Dues upon the written authorization of the respective employees. The amounts to be deducted shall be certified to the Board by the Union on the form to be provided by the Union, and the Board agrees it shall remit monthly to the Union the aggregate deductions of all such employees together with an itemized statement of such deductions. The deduction will commence with the next full pay period following the date on which the Union informs the Board that the employee has become a Union member. The authorization of dues check-off may be revoked by furnishing the Board or the Executive Director a Notice of Revocation within thirty (30) days prior to the end of any calendar year during the term hereof, on the form to be provided by the Union, signed and dated by the employee. A copy of the Notice of Revocation will be furnished to the Union upon receipt thereof by the Executive Director or the Board. Such revocation shall become effective thirty (30) days after receipt by the Board of the signed Notice of Revocation. Other provisions of Section 1.03 notwithstanding, the Union shall have the option of changing from monthly deduction and monthly remittance to the bi-weekly method. The Union shall give the Board thirty (30) days notice of any change.

1.04. The Board will deduct from the wages of each full-time employee, whether or not a member of the Union, a "fair share fee". In the case of members of the Union, this amount shall be equal to the dues regularly paid by Union members; in the case of employees who are not members of the Union and have not signed dues deduction authorization forms, the amount to be so deducted shall be certified to the Board by the Union. The aggregate amount of all such deductions from

members and non-members shall be remitted as per Section 1.03 of this Article.

1.05. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of Sections 1.03 and 1.04 of this Article, or in reliance on any certification or form furnished by the Union. The Union assumes full responsibility for the disposition of the monies deducted pursuant to this Article once such monies have been turned over to the properly designated official of the Union.

1.06. The authorization of dues check-off with respect to any employee transferred out of the bargaining unit shall automatically terminate on the first day of the month succeeding such transfer.

## ARTICLE 2 - MANAGEMENT

The Board has the sole and exclusive right to manage the operation of the Mill Creek Metropolitan Park District including but by no means limited to the right to decide the duties to be performed, the tools, equipment and machinery used in such performance, to maintain order and efficiency in its operations, to hire, lay-off, assign, transfer, promote and demote employees, to schedule hours to be worked including starting and quitting times, to schedule overtime hours, to discipline, suspend or discharge employees for just cause and all other rights and responsibilities as listed in Section 4117.08(C) of the Ohio Revised Code. Any action taken by the Board pursuant to its reserved authority hereunder shall be consistent with the provisions of this Agreement.

The Board has entered into a Joint-Use Agreement with The Ohio State University concerning the use of the educational building and supporting facilities at the Mahoning County Experimental and Educational Farm. The University is permitted to use University employees or students or volunteer personnel, or any combination of the three, in connection with the activities being conducted by the University at the facility. Such University employees will not be covered by this Agreement and shall in no way be considered to be employees of the Board.

## ARTICLE 3 - HOURS OF WORK: SCHEDULES

3.01. Workweek - The normal workweek for a full-time regular employee shall consist of FIVE (5) DAYS of work. Wherever possible, these days shall be consecutive. Exceptions will occur in those weeks in which a paid holiday falls, or in case of continuous operation requiring seven (7) days a week, 24 hour schedules. A continuous operation is defined as one requiring 24 hour coverage, seven (7) days a week.

3.02. Workday - The normal workday for a full-time regular employee shall consist of EIGHT (8) HOURS of work within a 24 hour period starting at 6:00 A.M. of the day in question, exclusive of a one-half (1/2) hour unpaid lunch period except in continuous operations. Wherever possible, the eight (8) hours shall be consecutive. Normally, each employee shall be assigned a regular work shift with established starting and quitting times; provided that the Board

may temporarily change the starting or quitting time of any employee to accommodate any bona fide special situations that may arise.

3.03. Meal Period; Coffee Break; Wash-up Time - There shall be a one-half (1/2) hour unpaid meal period occurring in each eight (8) hour workshift except for continuous operations. Wherever possible, this meal period shall be scheduled near the middle of the workshift. Where necessary, or where mutually agreed, an employee may be scheduled to work during his meal period and paid for that time. A 10 minute coffee break will be allowed in the first part of the workshift, and another 10 minute coffee break in the latter part of the workshift. A 10 minute wash period prior to quitting time shall be allowed.

3.04. Schedules - Work schedules showing employees' shifts, work days and hours shall be posted in each respective department for those employees whose shift, work days and hours vary from week to week. Schedules may be changed from time to time due to the nature of the work involved or the seasonal character of the assignment, in which event the employees affected shall be given a week's advance notice if possible. Every effort will be made to avoid sudden or repeated changes in schedules.

3.05. Overtime - Compensation will be paid at the rate of time and one-half (1 1/2) the normal hourly rate of overtime work performed:

- (i) in excess of EIGHT (8) HOURS in any workday, except in case of a change in shift assignment, or changes in schedule made to accommodate the request(s) of one or more employees;
- (ii) in excess of FORTY (40) HOURS per week. For each separate "off day" on which the employee is scheduled to, and actually performs work, the employee will receive the overtime payment described in this subsection (ii) or a payment equivalent to four (4) hours at the employee's regular hourly rate, whichever is greater.
- (iii) on holidays, in addition to the regular holiday pay.

Overtime work is considered work which an employee is required to perform past the normal quitting time of his normal workshift, or work in excess of the employee's normal workweek (excluding emergency work as defined). Dependent upon the type of overtime work involved, overtime will be distributed as fairly and equitably as possible among the employees who normally perform the work involved, in the department affected, over a reasonable period of time. Employees shall be notified of the scheduling of overtime work as far in advance as conditions and situations permit.

There shall be no duplication (that is, pyramiding) of overtime payments for the same hours worked.

Vacation hours, holiday hours and sick leave hours shall count as time worked for the purposes of computing overtime pay under Paragraph (ii) above, provided the hours in excess of forty (40) are actually worked. Hours paid but not worked shall not exceed eight (8) in any one day. Hours paid but not worked with reference to a paid holiday shall be charged as holiday hours. If an employee is scheduled to report for work on a holiday and fails to report without being excused, such holiday hours shall not count as time worked hereunder. Employees scheduled for overtime in advance are expected to follow normal procedures in reporting for work.

3.06. Emergency Work - Emergency work is defined as work due to a sudden or unexpected occasion of an emergency nature, such as clearing snow, slagging streets, removing fallen trees, securing buildings, diverting flood waters, or due to any situation which, in the judgment of supervision, requires immediate attention to protect life or property. All employees must be willing to participate in emergency work as it may occur from time to time. Dependent upon the type of emergency work involved, all emergency work will be distributed as fairly and equitably as possible among the employees who normally perform the work involved, in the department affected. Whenever possible in an emergency, supervisory help will be used for supervision only.

3.07. Call-Out-Pay - An employee called out for work occurring outside his regular working schedule (other than emergency work, as defined) shall be paid one and one-half (1 1/2) times his regular rate for each hour worked on such call-out, with a minimum payment of four (4) times his regular hourly rate; if the call-out is for emergency work, as defined, he shall be paid two (2) times his regular hourly rate for each hour spent on emergency work with a minimum of four (4) times his regular hourly rate. Neither the minimum payment nor the premium rate shall apply to hours tacked onto his regular scheduled hours.

3.08. Schools and Seminars - Attendance at any school or seminar session required by State Law or Federal Law will be compensated at straight time not to exceed eight (8) hours in any one day.

Attendance at any school or seminar session required by The Park District will be compensated at straight time until hours worked exceed forty (40) per week after which the employee will be compensated at one and one-half (1 1/2) times his regular rate of pay.

3.09. Compensatory Time - Subject to the conditions of this Section 3.09, an employee may take compensatory time in lieu of overtime resulting from work performed in excess of forty (40) hours per week as provided in Section 3.05(ii). Accumulated compensatory time shall not exceed forty (40) hours at any given time. Compensatory time will be accumulated at the rate of one and one half hours of compensatory time for each hour of overtime work. Compensatory time will be used in eight (8) hour increments. Requests for the use of accumulated compensatory time may be denied if the use of compensatory time unduly disrupts the Employer's operations. Unused compensatory time may be carried forward to the next calendar year, and will not be liquidated in cash, except that on termination of employment, accrued unused compensatory time shall be liquidated in cash at the employee's then current pay rate. Requests for compensatory time shall be reviewed on a first- come, first-served basis.

## ARTICLE 4 - HOLIDAYS

4.01. The following days shall be recognized as paid holidays for full-time regular employees:

|                                  |                        |
|----------------------------------|------------------------|
| New Years Day                    | Columbus Day           |
| Martin Luther King Day           | Veterans Day           |
| Presidents Day                   | Thanksgiving Day       |
| Memorial Day (4th Monday in May) | Day after Thanksgiving |
| 4th of July                      | Christmas Day          |
| Labor Day                        |                        |

4.02. For each of the foregoing holidays, an employee will receive eight (8) hours' pay at his regular rate whether or not he is scheduled to work on said holiday; provided, however, that in order to qualify for holiday pay the employee must work as scheduled on his last scheduled day before the holiday is observed and his first scheduled day after the holiday is observed, unless excused; and provided further, that if he is scheduled to work on the holiday but fails to report, he will not receive his holiday pay unless his absence has been excused. An employee who reports off sick the day before or the day after the holiday, or on the holiday itself (if scheduled), must verify his sickness by a doctor's certificate on a form provided by the Board.

4.03. If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on Sunday, it shall be observed on the succeeding Monday.

4.04. An employee scheduled to work on one of the foregoing holidays shall be paid time and a half (1 1/2) for each hour of work in addition to his holiday pay.

## ARTICLE 5 - SICK LEAVE

5.01. Each employee shall accrue one and one quarter (1 1/4) days of sick leave for each month of employment up to a maximum accumulation of ONE HUNDRED FIFTY (150) Days. Any sick leave used shall be deducted from the employee's balance at the end of the month preceding the loss of time.

5.02. An employee who is absent on account of bona fide illness or injury shall, upon presentation of a doctor's certificate (except as provided in Section 5.07) on the Metropolitan Park District form presently provided, stating the nature of the illness or injury causing the absence from work, and the period of time during which the employee was unable to work, receive full compensation during such absence not to exceed the total number of days accumulated prior to the commencement of such absence. Presentation of the doctor's certificate must be made immediately upon return to work if sick leave benefits are to be paid.

5.03. All contract benefits directly related to continuous service, including additional sick leave days, shall continue to accrue during absence on paid sick leave.

5.04. Absence from work on account of a compensable injury shall not be deducted from accumulated sick leave if the employee elects to receive disability benefits under the Workers' Compensation law. The election must be made on the election form provided by the Board at the same time the employee is directed to complete an "Employee's Official Statement of Injury/Accident Form" by the employee's supervisor. If the employee is unable to complete the above forms, the Board will temporarily make the election for the employee in favor of the benefits provided by the Bureau of Workers Compensation. If the employee wishes to revoke this election, revocation must be submitted in writing to the employee's supervisor. The revocation will take effect with the next pay period.

Sick leave payments shall not be available to an employee absent from work because of a compensable injury incurred at another place of employment.

5.05. Payment for sick leave shall be based on an EIGHT (8) HOUR day and a FORTY (40) HOUR week.

5.06. An employee who is absent from work in order to attend a member of his immediate family (spouse, child, or relative living with the employee, employee's parents, or employee's spouse's parents not living in employee's household) who is ill or injured may receive sick leave pay for such absence, provided that, if the absence exceeds one day, a doctor's certificate stating that the employee is needed to attend the ill or injured person shall be required.

5.07. An employee at his discretion may take up to three (3) consecutive work days leave with full compensation in case of death of a member of the employee's immediate family. One of the days of the leave must be the day of the funeral. The Executive Director may grant more time in exceptional circumstances upon request of the employee. Depending upon circumstances, employees may be required to provide verification. The phrase "immediate family" shall be interpreted to mean wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, step-parents of either the employee or his spouse, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, niece or nephew of the employee.

5.08. A doctor's certificate will not be required for any absence because of bona fide illness or injuries not exceeding one (1) day, provided the employee furnishes a written statement on the form provided of the reason for the absence immediately upon return to work. An employee, to qualify for sick pay after the first day of absence, shall produce evidence in the form of a doctor's certificate on the form presently used in such cases by the Park District, except that on no more than two (2) occasions during a calendar year this shall occur after the second day of absence. The doctor's certificate must be signed by the doctor and must show the dates the employee is excused from work and the date upon which he is expected to return. Certification hereunder shall be presented to the Park District before payment of wages covering the absence may be properly disbursed.

5.09. An employee may take up to two (2) personal days with full compensation in each calendar year of this Agreement. A personal day must be taken in an increment of eight (8) hours. Any day taken as a personal day will be deducted from the employee's accrued sick leave. If an employee does not use all personal days in the calendar year, no deduction will be made from sick

leave for the unused personal day or days, but there will be no carry-over of the personal days from year to year. A Personal day will be scheduled in the same manner as vacation days are scheduled, according to Article 6, Section 6.03 of this Agreement; that is, in writing (except that the parties may agree to dispense with the writing requirement in cases of unusual circumstances or emergencies) with as much advance notice as is possible.

5.10. Upon retirement, an employee shall be eligible to receive in cash a payment equivalent to FIFTY PERCENT (50%) of his accumulated but unused sick leave at the time of retirement not to exceed sixty (60) days.

5.11. Any leave taken pursuant to Article 5 which qualifies as leave for purposes of the Family and Medical Leave Act of 1993 ("FMLA") shall be subject to the Board's rules concerning FMLA leave requests. Such rules will include, but will not be limited to, notice before taking leave, substitution of paid leave, medical certifications, fitness-for-duty certificates and related matters. In general, any leave which qualifies as leave for purposes of the FMLA will be deducted from the employee's annual FMLA entitlement from the beginning of each period of such leave.

5.12. Any employee who works an entire calendar year without using any sick leave, workers' compensation leave, leave time under any other leave of absence, or disciplinary time off will receive in the first pay period of the ensuing year a perfect attendance bonus of \$250.00. Leave taken as a personal day, or sick leave taken in case of the death of an immediate family member will not count as leave taken for purposes of the perfect attendance bonus.

## ARTICLE 6 - VACATION

6.01. The following vacation benefit program is in effect:

- (i) Starting with the 2nd year of employment for each year through the sixth year, 2 weeks vacation;
- (ii) For the seventh year of employment through the 13<sup>th</sup> year, 3 weeks vacation;
- (iii) For the 14<sup>th</sup> year of employment through the 20<sup>th</sup> year, 4 weeks vacation; and
- (iv) For the 21<sup>st</sup> year and for each year thereafter; 5 weeks of vacation.

6.02. Upon termination of employment, each employee will receive his unused vacation benefits for that year of employment. The date of termination shall be the last day of actual work. In addition he will receive a pro rata vacation benefit which shall bear the same ratio to the vacation benefit for which he would qualify on his anniversary date following termination, as the number of weeks he has worked since his last anniversary date prior to termination bears to 52 weeks.

6.03. Vacations shall be assigned with preference to the employees with most seniority, if applied for before March 1 of each year, subject to scheduling requirements for the orderly operation of the Metropolitan Park District. A list of employees so selecting vacations, and the

vacation period selected by each, shall be posted by March 15. After March 1, vacation will be assigned on a first come first serve basis. Limitations on taking vacation during certain periods of the year depending upon the nature of the operation and the department may be imposed.

6.04. Each employee shall give a minimum of one weeks' notification, in writing, upon the Metropolitan Park District form, to his department head when requesting vacation time. Less notification may be permitted by the department head in special cases.

6.05. Vacation pay shall be calculated at the employee's regular rate of forty (40) hours each vacation week.

6.06. Employees may receive their vacation pay prior to the start of their vacation with the following stipulations:

- (i) Only one advance vacation check will be granted per year.
- (ii) Any employee requesting advance vacation pay must notify the Payroll Officer no later than three weeks prior to the first day of requested vacation.
- (iii) An employee will receive advance vacation pay on the last payday prior to the first day of requested vacation.
- (iv) Any vacation time taken without the above advance notice will be paid in the normal pay period.
- (v) No less than five (5) days of vacation pay will be granted under the advance notice procedure.
- (vi) All deductions normally made in any specific pay period will be made from any advance vacation pay.

6.07. Eligibility for vacation shall be based on anniversary date of full-time employment. Vacation must be taken in the year accrued but an employee may carry over a maximum of one (1) week, from year to year with permission of the Executive Director.

## ARTICLE 7 - INSURANCE BENEFITS

The Board shall provide for each employee the following insurance benefits:

- a. \$25,000 group life insurance.
- b. A health and dental benefits program at the benefit levels, and with the deductible and co-payment features, presented in Exhibit B, unless prior to August 1, 2010, the parties agree to a revised program.

Employees shall contribute to the cost of health and dental benefits program premiums through July 31, 2010, as follows:

- a. \$30.00 per month for employees with single coverage.
- b. \$60.00 per month for employees with family coverage.

Beginning August 1, 2010, employees shall contribute five percent (5%) of the cost of health and dental benefits program premiums for single coverage and family coverage.

Employee contributions shall be by payroll deduction.

All such insurance benefits shall be specifically provided by, and subject to, the language of contracts with the respective insurance carriers.

Nothing in this Agreement shall prohibit the reduction of any insurance benefit because of an employee's age so long as the payment made or the cost incurred by the Board with respect to such employee is not less than the payment made or cost incurred for other covered employees.

If during the term of this Agreement, federal or state legislation is enacted establishing mandatory requirements for employer-sponsored health insurance or other benefit programs, there will be no duplication of benefits under any insurance program provided in this Agreement. Any resultant savings will not be used to increase present benefits or add new benefits, nor shall such legislation give the Employer the right to reduce the level of benefits. In no event shall the Board be required to pay a sum exceeding that set forth in this Agreement for the provision of insurance benefits, regardless of the source.

## ARTICLE 8 - SENIORITY, LAYOFFS, AND RECALLS

8.01. Seniority will be computed by length of continuous service from the last hiring date as a full-time employee.

8.02. An employee newly hired full-time shall serve a probationary period of twelve (12) months. During that probationary period an employee may be dismissed as determined by the Board, without recourse. Employees who complete their probationary period shall accrue continuous service retroactively from the date of hire.

8.03. Subject to ability and fitness to do the required work, layoffs and recalls shall be in order of departmental seniority, employees having the least departmental seniority being the first to be laid off and the last to be recalled. Except in unusual circumstances and subject to considerations of ability and fitness, no regular full-time employees shall be laid off permanently while any seasonal employees are working at equivalent type work in the department where the reduction in work force is occurring.

8.04. Job Vacancies - Any vacancy in a full-time job within the bargaining unit shall be

posted on the respective bulletin boards for a period of one (1) week. Employees interested in filling the vacancy may indicate their interest by completing and submitting a job application. Ability and fitness being equal, employees of longer service will be given preference. Promotion shall be made by the Executive Director. If no applicant is qualified, the Executive Director may hire an employee from the outside to fill the position. Employees assigned from within shall serve a trial period not to exceed ninety (90) working days in the new position. If the employee is unable to perform satisfactorily the duties of the new position at any time during the trial period after the first two weeks, the Board reserves the right to return the employee to the employee's former position.

#### ARTICLE 9 - WAGES

9.01. Paychecks shall be issued bi-weekly. Pay stub will show regular hours, overtime hours and any special pay allowance.

9.02. Work will be recorded in the nearest fifteen (15) minutes and will be paid on such basis.

9.03. When a Crew Supervisor is off work, an employee may be designated as Acting Crew Supervisor, and shall receive a rate of one dollar (\$1.00) per hour more than his existing hourly rate.

9.04. The wage rates set forth in Exhibit "A" attached shall be in effect for the jobs indicated and shall remain in effect for the life of this Agreement.

The parties agree that the wage rates for bargaining unit employees shall remain the same for the contract, except if members of the police union receive a wage increase during the 3 years, members of AFSCME will receive the same increase.

9.05. Employee PERS contributions will be tax deferred.

#### ARTICLE 10 - JURY DUTY, MISCELLANEOUS

Jury Duty - An employee who is required to report for jury duty, or to testify under subpoena as a witness in a court proceeding on days which he would otherwise have worked will be paid an amount equal to the difference between the amounts he receives as jury pay or as witness pay and his regular wages which he would have earned had he worked as scheduled. In order to receive such allowance, such employees shall submit to the Treasurer evidence as provided by the court of his pay while on jury or witness duty, and shall be available to work during hours he is not scheduled to report for jury or witness duty.

#### ARTICLE 11 - SAFETY, GENERAL WELFARE AND MISCELLANEOUS

11.01. Proper and adequate equipment and personnel, as deemed reasonably necessary by supervision, shall be made available when employees are required to perform hazardous and/or

unsanitary duties.

11.02. A joint safety committee shall be established consisting of two representatives of the Board and two representatives designated by the Union and the names certified in writing to the Union and the Board respectively. The joint safety committee shall meet upon request by either party.

11.03. Coveralls - Coveralls will be supplied to all full-time regular employees occupying jobs listed on Exhibit A. Any deviation from coveralls will be subject to the Park District's approval and on availability from vendors. In lieu of coveralls, with prior supervisory approval, an employee may have the option of purchasing other work-related clothing. Payment will be made directly to the vendor according to the Park District's regular procedures. The clothing allowance provided by this Section will be a maximum of Two Hundred Dollars (\$200.00) in each contract year.

11.04. Any member of the bargaining unit who wishes to become a member of the Mill Creek Park Employees Association will have deducted from his/her wages association dues upon the written authorization of the respective employee.

11.05. The employee records of all members of the bargaining unit, for example; applications, evaluations, disciplinary actions and recommendations, health and medical records, unlisted telephone numbers, payroll deductions and any other information of a similar nature, will be considered confidential and not available for public inspection. Access is restricted to the employee, his direct supervisor and his other superiors. These records may not be released without the written consent of the employee.

11.06. Commercial Driver's License - Each employee at any time occupying a bargaining unit position for which federal, state, or local law requires (or may in the future require) a Commercial Driver's License (CDL) must possess a valid CDL as a condition of his employment. It is the responsibility of all current members of the bargaining unit required to have a CDL to obtain a CDL within sixty (60) days of the effective date of this Agreement. The total renewal fee for any employee required to maintain a CDL certification shall be reimbursable by the Park District.

In the event any bargaining unit employee shall suffer a suspension or revocation of his CDL, he must notify the Executive Director in writing within forty-eight (48) hours from the time the employee is notified of such suspension or revocation. Failure to comply will subject the employee to disciplinary action up to and including discharge.

Any bargaining unit employee who suffers such a suspension or revocation may be disciplined, including suspension without pay, demotion, or discharge, at the sole discretion of the Board or the Executive Director.

11.07. Other Certifications - It shall be a condition of employment of all employees in the bargaining unit to obtain and to continue in full force all licenses and certifications as may, from time to time, be required by law. Any employee who fails to obtain, or who suffers a suspension or revocation, of any such required licenses or certifications may be disciplined, including suspension without pay, demotion, or discharge, at the sole discretion of the Board or the Executive Director.

11.08. In matters of employee disability or handicap, the parties acknowledge that the Board may take actions necessary to comply with the requirements of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and state and local laws prohibiting disability or handicap discrimination, and such actions, including reasonable accommodation to employees or applicants for employment, shall not be considered a violation of any provision of this Agreement. Furthermore, such actions shall not be used as evidence of precedent or past practice in any subsequent situation.

11.09. It is the policy of the Board and the Park District, for the protection of Park District visitors and employees, for the protection of private and public property, and for the preservation of the reputation enjoyed by the Park District and its employees, to maintain a work environment free from alcohol and illegal or improperly used drug substances. Therefore, the Union and the Board agree to adhere to the Mill Creek MetroPark's Drug and Alcohol Free Policy, a copy of which is attached to and incorporated in this Agreement as Exhibit C.

## ARTICLE 12 - GRIEVANCE PROCEDURE, NEGOTIATION AND MODIFICATION PROCEDURE

### A. GRIEVANCE PROCEDURE

12.01. Any grievance or dispute, except those involving matters reserved to public employers under Section 4117.08 of the Ohio Revised Code, which may arise between the parties shall be settled in the following manner:

STEP 1 - The aggrieved employee or employees may take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence. The grievance will be presented in writing upon the form provided by the Union. The supervisor shall attempt to adjust the matter and shall respond to the employee or employees in writing within five (5) working days of his notification of the grievance.

STEP 2 - If the grievance is not settled, it may be presented in writing, on a form provided by the Union, to the Executive Director or his representative, within seven (7) working days of the conclusion of Step 1. The aggrieved employee, with or without a Union representative as the employee may choose, and his immediate supervisor will then meet with the Executive Director or his representative relative to the grievance. Any meetings as a result of this step in the grievance procedure will be held at a time other than during the aggrieved employee's scheduled work shift immediately after the employee's quitting time whenever possible, unless the Executive Director or his representative agrees otherwise. The Union and the aggrieved employee(s) shall be advised in writing as to the decision in Step 2 within five (5) working days.

STEP 3 - Grievances not satisfactorily settled in Step 2 may be appealed to arbitration by filing with the Executive Director a written notice of appeal identifying the grievance and signed by a staff representative of the Union. The notice of appeal shall be filed within thirty (30) days after receipt of the decision in Step 2. If it is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2.

12.02. The grievance shall be heard in Step 3 by an impartial arbitrator selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within thirty (30) days after the notice of appeal is filed, either party may request the Federal Mediation and Conciliation Service to appoint an arbitrator.

12.03. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance. The arbitrator's function is to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement. The arbitrator shall have no jurisdiction or authority to establish any wage structure, or to enlarge, for any reason except by agreement of the parties, any of the time limitations contained in this Agreement.

The arbitrator in making an award is restricted to actual, net out-of-pocket losses incurred by the employee, and in formulating any backpay award, shall make deductions based upon, for example but without limitation, unemployment compensation received or receivable and any amount paid to or received by the employee as wages in any other employment.

12.04. The decision of the arbitrator shall be final and binding upon the Board, the Union and the employees, and, unless the parties agree otherwise, must be rendered within thirty days from the close of the hearing. The expenses and salary incident to the service of the arbitrator shall be shared equally by the Board and by the Union.

12.05. Any grievance may be withdrawn by the Union at any point in the foregoing procedure, without prejudice; or may be settled by mutual agreement between the Board and the Union, which settlement shall be binding upon all concerned.

12.06. Any grievance not presented or appealed within the time limits set forth in this Subsection shall not be entitled to consideration and shall be considered to have been settled at the last step at which timely presentation was made.

12.07. The Union may designate no more than two (2) employees as stewards. The names of employees selected as stewards shall be certified in writing, to the Board, by the Union annually and/or when changed. The individuals so certified shall constitute the Union Grievance Committee. Meetings of the Grievance Committee with representatives of the Board shall be held during working hours and without loss of pay. The purpose of such meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances.

12.08. The Board shall have the right to initiate proposals within the framework of this Agreement, to present grievances, and to submit issues to arbitration. Where the Board invokes the grievance procedure, the Board shall observe the specified procedures and time limits with respect to appealing and the Union shall observe the specified procedures and time limits with respect to answering.

12.09. Mediation of Grievances - After the exhaustion of the procedure set forth in STEP 2

above, either party may request of the other party that the grievance be submitted to mediation in an attempt to reach resolution. If the parties mutually agree to mediation, a representative of the Federal Mediation and Conciliation Service, who shall be mutually agreeable to the Park District and the Union, or any other mediator upon which the parties may agree, shall be called upon to assist the parties. Representatives of the Park District and the Union will continue to attempt to settle the grievance with the advice and assistance of such mediator, it being understood that the mediator will not decide the issue. If the grievance is not resolved within forty-five (45) days of the Park District's decision in STEP 2 above, then the matter may be appealed to arbitration in accordance with STEP 3. In the event the parties agree to use the alternate procedure set forth in this paragraph, the written notice of appeal to arbitration provided in STEP 3, to be timely, must be filed within forty-five (45) days after receipt of the decision in STEP 2. If it is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in STEP 2. Any expenses incident to the service of the mediator shall be shared equally by the Park District and the Union.

## B. NEGOTIATION AND MODIFICATION PROCEDURE

12.10. The following settlement procedure which the parties specifically agree supercedes any procedure provided in Section 4117.14, or any other provision of the Ohio Revised Code, shall apply:

Either party desiring to terminate or modify the Contract under Article 14 as of January 1, 2016 shall give written notice to the other party on or before September 1, 2015. If notice is not given by either party by such date, the Contract will continue in effect without change from year to year unless either party shall give written notice to the other party on or before the September 1 prior to any expiration date.

12.11. The parties shall meet to negotiate as soon as mutually convenient after September 1. If agreement is not reached by the ensuing November 15, either party may request the Federal Mediation and Conciliation Service to assign a mediator to assist with the negotiations. If the FMCS for any reason does not assign a mediator, the parties shall request a mediator through the State Employee Relations Board.

12.12. If the parties do not reach agreement on or before the expiration date of this Agreement the Union may thereafter, after giving ten (10) days notice as required by statute (O.R.C. 4117.11) engage in a strike.

12.13. In order to expedite negotiations, both the Board and the Union may designate no more than three (3) employees each to the negotiating committee. The names of the employees will be certified in writing to the Union and to the Board respectively. This limit does not apply to other representatives of the Board or Union who are not regular employees of the Metropolitan Park District.

## ARTICLE 13 - DISCIPLINE

13.01. Disciplinary action including reprimand, suspension or dismissal may be taken with respect to any employee for dishonesty, negligence, insubordination, immorality, violation of work rules and personnel policies, and for other just cause. Disciplinary action involving suspension and/or dismissal shall be given in writing and may be appealed within seven (7) days by the aggrieved employee to Step 2 of the Grievance Procedure if he is dissatisfied.

13.02. All reprimands and complaints entered into an employee's file shall be signed by the employee with a copy to the steward and the employee.

13.03. For the purpose of imposing discipline, an employee's record shall be used only for the previous two (2) years, except for repeat offenses during the two (2) year period.

#### ARTICLE 14 – LABOR – MANAGEMENT COMMITTEE

14.01. In the interest of promoting harmonious relations, there is hereby created a Labor-Management Committee, consisting of three (3) representatives of Labor and three (3) representatives of Management. Other individuals may be invited to attend the meetings on an ad hoc basis, should the other side reasonable believe such individual or individuals have information reasonably related to the discussion of and resolution of issues to be addressed by the Committee.

14.02. For the life of this Agreement, the Committee shall meet at least once quarterly, and at a mutually convenient time for the parties. The parties may call additional meetings of the Committee by mutual consent.

14.03. Not less than five (5) working days in advance of the scheduled meeting, the parties shall exchange a list which shall include the names of those individuals who shall be in attendance at the meeting, as well as a summary of each of the issues proposed to be discussed.

14.04. The purpose of the Committee created herein is to promote sound relations between the parties. To that end, the parties may discuss the following items:

- (i) The administration of this Agreement;
- (ii) Changes in the policies, operations, or other working conditions that have been or will be made by the Employer, and which changes affect the members of the bargaining unit;
- (iii) The dissemination of information and methods for improving safety, productivity, and efficiency; and
- (iv) Training, educational and developmental opportunities for current employees to meet future needs of the Department.

14.05. The meetings of the Committee are not for the purpose of attempting to alter or amend the provisions of this Agreement.

14.06. If the meetings of the Committee are scheduled during normal working hours, employees shall be paid for their attendance at the meetings. However, should the meetings exceed the normal working hours of those employees, such time shall not be calculated or considered as hours worked, and any employee attending the meeting shall not be paid overtime or otherwise compensated for any time spent in the meetings beyond normal working hours.

#### ARTICLE 15 – P.E.O.P.L.E. CONTRIBUTION

**Section 1.** The Employer will deduct voluntary contributions to AFSCME’s Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer for PEOPLE and transmitted to AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer’s obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Upon Receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### ARTICLE 16 - TERM AND SCOPE OF AGREEMENT

16.01. This Agreement shall become effective on January 1, 2013, and shall remain in effect until December 31, 2015. It shall automatically renew itself from year to year thereafter

unless either party shall give timely written notice to terminate or modify as provided in Article 12B of this Agreement.

16.02. During the negotiations resulting in this Agreement, the Board and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employees Collective Bargaining Act imposes an obligation to bargain. This Agreement embodies all restrictions on the Park District's actions and the Park District is relieved of its duty to negotiate regarding matters not specifically set forth in this Agreement. As used in this subsection, "duty to negotiate" includes the right to require the Park District to provide information to the Union.

LOCAL UNION 288, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES AND  
OHIO COUNCIL 8, AFSCME

BOARD OF PARK COMMISSIONERS OF  
THE MILL CREEK METROPOLITAN  
PARK DISTRICT

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY Louis Sch  
\_\_\_\_\_

Valencie Morrow  
\_\_\_\_\_

Robert J. Duvick  
\_\_\_\_\_

[Signature]  
\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## EXHIBIT A

### 1. BARGAINING UNIT DEFINED

Included - All full-time hourly employees in the Maintenance Person and Skilled Maintenance Person categories.

Excluded - All others.

### 2. OTHER PROVISIONS OF THIS AGREEMENT NOTWITHSTANDING, THE BARGAINING UNIT AS CERTIFIED BY THE STATE EMPLOYMENT RELATIONS BOARD SHALL NOT BE ADDED TO OR SUBTRACTED FROM.

### 3. RATES OF PAY \*

#### Classification

|                                     |       |
|-------------------------------------|-------|
| Probationary Maintenance Person     | 15.29 |
| After 1 Yr. - Maintenance Person 1  | 17.11 |
| 2 Yrs. - Maintenance Person 2       | 17.64 |
| 3 Yrs. - Maintenance Person 3       | 18.05 |
| Maintenance Person 4                | 18.26 |
| Maintenance Person 5                | 18.59 |
| Maintenance Person 6                | 19.08 |
| Probationary Skilled Maintenance    | 17.73 |
| After 1 Yr. - Skilled Maintenance 1 | 18.59 |
| 2 Yrs. - Skilled Maintenance 2      | 18.87 |
| 3 Yrs. - Skilled Maintenance 3      | 19.44 |
| Skilled Maintenance 4               | 19.89 |
| Skilled Maintenance 5               | 20.32 |

All full-time hourly maintenance employees, both skilled and regular, will be hired at the probationary rate. After successful completion of the probationary period, the employee will proceed automatically to the next step. Employees in either the Maintenance Person or Skilled Maintenance Person category receiving time in grade wage adjustments will have their rates adjusted automatically at the beginning of the first pay period after the required time in grade is reached.

## EXHIBIT A

An individual promoted from the Maintenance Person category to the Skilled category will start at the lowest Skilled Rate that exceeds that individual's current rate. If the individual successfully completes the forty-five day trial period in the new position, time in grade will accrue from the date of the promotion.

Individuals hired in the Maintenance Person category will be those performing general maintenance tasks such as: golf course maintenance, park maintenance, gardening, forestry work, helping Skilled Maintenance Persons with tasks such as carpenters helper and painters helper, operating tractors, trucks, loaders, back-hoes, sewer-jets, tampers, chain saws, chippers, bucket trucks and other similar equipment, and all other tasks traditionally accomplished by individuals in this category.

Individuals hired in the Skilled Maintenance Person category will be those performing skilled maintenance tasks such as carpentry, painting, mechanical work or arborist but not helpers in such tasks.

4. The letter of understanding dated July 10, 1984 concerning the scope of the bargaining unit shall remain in effect during the term of this Agreement.

5. Any full-time forestry crew member who successfully passes the test and receives an arborist certification will be reimbursed by the MetroParks the cost of taking the test along with the cost of the study guide (receipts must be provided). In addition, the MetroParks will pay the cost of recertification every three years and provide the opportunity for the individual to receive the necessary CEU's for recertification.

6. While the discretion whether to grant an increase remains with the Employer, the parties agree that bargaining unit employees may apply for an increase from their current rate to a higher pay rate within their classification as outlined in Exhibit A. The employee will make the request in writing to his or her supervisor. The Employer will review the employee's performance and issue a written response to the employee no later than 30 days from the date the written request is received. If a wage increase is granted, the employee shall receive the new rate effective the pay period immediately after the response.

**EXHIBIT B**

**MILLCREEK METROPOLITAN PARK DISTRICT  
SCHEDULE OF BENEFITS/MEDICAL  
EFFECTIVE 8/1/2010**

**BENEFITS**

|                            |                                 |
|----------------------------|---------------------------------|
| *Preadmission Testing      | Usual, Customary and Reasonable |
| *Second Surgical Opinion   | Usual, Customary and Reasonable |
| * Annual Routine Physical  | Usual, Customary and Reasonable |
| *Annual Gynecological Exam | Usual, Customary and Reasonable |
| *Well Child Care           | Usual, Customary and Reasonable |

\*Deductible and Coinsurance do not apply to In-Network Providers only Non-Network Providers Subject to the Non-Network deductible and coinsurance

**MAJOR MEDICAL BENEFITS**

|                                | <b>Network</b>  | <b>Non- Network</b> |
|--------------------------------|-----------------|---------------------|
| Deductible (per calendar year) |                 |                     |
| Per Individual.....            | \$500.00.....   | \$1000.00           |
| Per Family .....               | \$1000.00 ..... | \$2000.00           |

**Benefit Percentage/Coinsurance**

|                        |                   |                                       |
|------------------------|-------------------|---------------------------------------|
| Office Visit Copay     | \$20.00 per visit | Subject to deductible and coinsurance |
| Specialist Visit Copay | \$50.00 per visit | Subject to deductible and coinsurance |

NOTE: Network Office and Specialist Visit not subject to deductible or coinsurance

Eye Doctor Office Visit \$20.00 per visit (limited to 1 per year)

NOTE: Eye Doctor Visit – network not required and not subject to deductible or coinsurance

|                                   |                |                |
|-----------------------------------|----------------|----------------|
| Emergency Room – Illness/Accident | \$150.00 / 80% | \$150.00 / 60% |
|-----------------------------------|----------------|----------------|

NOTE: Emergency Room copayment waived if admitted; Non-network exception for life-threatening emergencies (co-pay applies, covered at 80%

|   |          |     |
|---|----------|-----|
| Per calendar year after deductible..... | 80%..... | 60% |
|---|----------|-----|

|  |           |           |
|--|-----------|-----------|
| *Individual out-of-pocket maximum including the deductible ..... | \$1500.00 | \$3000.00 |
|--|-----------|-----------|

\*Family out-of-pocket maximum including the deductible ..... \$3000.00 \$6000.00

\*(Charges over UCR do not apply)

**Note: The In-Network and Out-of-Network deductibles, copayments and out-of-pocket limits are separate and do not accumulate toward each other.**

**SCHEDULE OF BENEFITS (con't)**

Hospital Expense Benefit  
 Room and Board..... Semi Private Rate  
 subject to deductible and coinsurance  
 Intensive Care..... Usual, Customary and Reasonable  
 subject to deductible and coinsurance  
 Maximum Duration..... Unlimited days;  
 subject to deductible and coinsurance  
 Miscellaneous Services (Inpatient) ..... Usual, Customary and Reasonable;  
 subject to deductible and coinsurance  
 Inpatient Mental/Nervous and Substance Abuse..... Semi Private Rate  
 Maximum Duration..... Unlimited days  
 subject to deductible and coinsurance  
 Surgical Expense Benefit..... Usual, Customary and Reasonable  
 subject to deductible and coinsurance  
 Anesthesia Benefit ..... Usual, Customary and Reasonable  
 subject to deductible and coinsurance  
 In-Hospital Medical Care Benefit  
 Maximum Duration ..... Usual, Customary and Reasonable  
 Subject to deductible and coinsurance  
 Unlimited days  
 Diagnostic X-Ray and Laboratory ..... Usual, Customary and Reasonable  
 Subject to deductible and coinsurance  
 Radioactive and X-Ray Therapy ..... Usual, Customary and Reasonable  
 Subject to deductible and coinsurance  
 Skilled Nursing Facility ..... Semiprivate room rate  
 Subject to deductible and  
 coinsurance up to 120 days per  
 calendar year  
 Home Health Care ..... Usual, Customary and Reasonable  
 Subject to deductible and  
 coinsurance 90 visits per  
 calendar year  
 Hospice Care..... Usual, Customary and Reasonable  
 Subject to deductible and coinsurance  
 180 days per lifetime

Chiropractic/Manipulative Therapy .....Usual, Customary and Reasonable  
 Subject to deductible and coinsurance  
 12 visits per calendar year  
 therapeutic / chronic conditions  
 3-2-1 rule per accident

**SCHEDULE OF BENEFITS (con't)**

Outpatient Mental/Nervous & Substance Abuse... Usual, Customary and Reasonable  
 Subject to deductible; 80% In Network  
 and 60% Non Network  
 coinsurance

Supplemental Accident Benefit..... Usual, Customary and Reasonable  
 Subject to deductible; 80% In Network  
 and 60% Non Network  
 coinsurance

Inpatient Preadmission Certification.....Required for all inpatient  
 Hospital, Mental Health and  
 Substance Abuse  
 admissions, \$500.00  
 penalty if not obtained

Mandatory Second Surgical Opinion..... \$250.00 penalty if not obtained

**Plan Maximum Amounts**

Calendar Year Substance Abuse Maximum .....\$10,000.00  
 Lifetime Substance Abuse Maximum.....\$35,000.00  
 Maximum Lifetime Benefit..... \$1,000,000.00

**ALL BENEFITS**

Eligible Dependent Children Covered to Age.....19 years or 23 years  
 if full time student

Effective Date of Coverage .....60 days after date of hire

Spousal Coverage .....No coverage for spouse if other insurance available

All covered charges are subject to usual, customary and reasonable fees.

## PRESCRIPTION DRUG BENEFITS

\*Prescription Drug Card Program \$15.00 copayment per item,  
(34 -day supply) generic

\$30.00 copay per item  
brand name formulary

\$60.00 copay per item  
non-formulary  
Generic Mandate/Cost Difference Applies

## MANDATORY

\*Mail Order Prescription Drug Benefit \$30.00 copayment per item  
(90 -day supply)

\$60.00 copay per item  
brand name formulary

\$120.00 per item  
non-formulary  
Generic Mandate/Cost Difference Applies

\*Charges for prescription copayments are not covered  
under the Medical Benefits

..... **DENTAL BENEFITS**

Annual Deductible ..... \$100.00 Per Person

**Benefit Percentage - After deductible**

Diagnostic, Preventative ..... 100%; no deductible  
Basic Restorative ..... 80%  
Oral Surgery ..... 80%  
Major Restorative, Prosthodontics ..... 50%  
Orthodontics ..... 60%

Calendar Year Maximum ..... \$1,000.00 Per Person

**Other Maximum**

Orthodontics (Lifetime) ..... \$1,000.00 Per Person

**DENTAL SERVICES**

**Diagnostic and Preventative Oral**

Exams and Cleaning  
Fluoride Treatment  
Emergency Pain Treatment  
Space Maintainers  
Diagnostic X-Rays

**Oral Surgery**

Impacted Teeth/Extractions  
General Anesthesia  
(medically necessary)  
Oral Surgical Procedures

**Basic Restorative**

Fillings - Amalgam, Silicate, Acrylic  
Root Canal Therapy, Endodontia Treatment of Gum Disease  
Repair of Bridgework and Dentures Extractions

**Major Restorative**

Inlays, Onlays, Gold Fillings, Crowns Initial Installation of Fixed Bridgework Installation of Partial or Full Dentures Replacement of Existing Bridgework or Dentures

**Orthodontia**

Full-Banded Orthodontia Treatment Appliance for Tooth Guidance Retention Appliances – Not in connection with full-banded treatment.

## EXHIBIT C

### MILL CREEK METROPARKS DRUG AND ALCOHOL FREE POLICY

#### INTRODUCTION

Studies show that alcohol and drug abuse is a pervasive problem not only in our society in general, but specifically in the workplace. Figures released by the United States Department of Labor show that substance abuse costs United States employers over \$100 Billion annually, resulting in higher absenteeism, increased accidents and injuries to those employees who engage in substance abuse and their co-employees, higher medical costs, and lower productivity and quality. Drug and alcohol related problems are one of the top four reasons for the rise in workplace violence.

Recognizing the value of a workplace free of substance abuse, both to itself and to its valued employees, the Park District is introducing and implementing this policy to ensure that the Park District will be a drug free workplace and to provide for all of Park District employees a safe and healthy work environment.

I. POLICY STATEMENT. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The MILL CREEK METROPARKS has a commitment to protect people and property; and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all Employees and the Public we serve.

#### II. DEFINITIONS

a.) MetroParks Property – The term “MetroParks Property” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased, or used by the MILL CREEK METROPARKS.

b.) Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by federal regulations (21 C.F.R. Sections 1300.11 through .15), look alike drugs and designer drugs and alcoholic beverages in the possession of or being used by EMPLOYEES on the job.

c.) EMPLOYEES – All individuals who perform work for the MILL CREEK METROPARKS.

d.) Accident – Any event resulting in injury to a person or property to which EMPLOYEES contributed as a direct or indirect cause.

a.) A pre-employment drug and alcohol test will be administered to applicants for full-time employment and any other applicant deemed necessary by the Executive Director of the MetroParks.

b.) A test may be administered in the event a supervisor has a just cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing just cause for testing, an EMPLOYEE has the right to notify his or her on-site representative and/or Union Representative of the impending test and request either person be present. The MILL CREEK METROPARKS will request drug/alcohol testing during working hours only. The drug/alcohol testing itself may extend past the schedule of working hours.

c.) Testing may be required if EMPLOYEES are involved in a workplace accident/incident of if there is a workplace injury. The health care provider will make the determination if a drug test is needed.

d.) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period.

e.) EMPLOYEES may also be tested on a voluntary basis.

EMPLOYEES to be tested will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy.

Drug testing will be conducted by WorkMed. The testing may consist of blood, breath, or urine tests, as required. In the case of a positive test result, EMPLOYEES shall have the opportunity to contest the result by having an appropriate portion of the sample re-tested at an independent accredited laboratory selected by EMPLOYEES from those listed below.

MILL CREEK METROPARKS will bear the costs of all testing procedures except that EMPLOYEES will pay the cost of any retest requested by EMPLOYEES.

#### IV. TESTING PROCEDURES

1) All samples for testing will be taken by appropriately qualified personnel (e.g. medical personnel for drawing blood).

2) To the greatest extent possible, the privacy of EMPLOYEES will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed.

a) There shall be no visual observation of the act of urination unless there is no other practical alternative to ensure genuine collection of EMPLOYEES' specimen;

b) If the person at the collection site does not know EMPLOYEES to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site;

c) The person at the collection site will ask EMPLOYEES to remove unnecessary outer garments such as coats and jackets and to leave personal belongings such as purses and bags with other garments. EMPLOYEES may retain their wallet;

d) EMPLOYEES shall be instructed to wash and dry their hands prior to urination;

e) EMPLOYEES may provide his or her specimen in the privacy of a stall or partitioned area;

f) Bluing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available;

g) The person at the collection site shall remain outside the stall until EMPLOYEES hand that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination; and

h) If the test results are below the level set by the laboratory as positive, the results will be reported as negative and all documentation regarding supervisors' observations and testing will be destroyed.

3) Regarding both urine and blood samples, the following procedures will be observed:

a) The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of EMPLOYEES. The label shall contain only an identification number and date, and shall be initialed by EMPLOYEES;

b) The identification number will be entered into a ledger, which will then be signed by EMPLOYEES and the person at the collection site;

c) A chain of custody form will be completed by the person at the collection site and initialed by EMPLOYEES

d) The chain of custody form and the specimen should be immediately shipped to the laboratory; and

e) Appropriate security measures will be taken at the collection site.

4) Initial testing of urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

5) Reports shall be made in writing and sent to the single person designated by MILL CREEK METROPARKS. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the confirmatory test shall be reported as positive. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to EMPLOYEES and MILL CREEK METROPARKS.

6) Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least 365 days or longer if requested by employer or EMPLOYEES depending on the laboratory's availability to accommodate these storage periods.

7) All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

#### V. ROLE OF THE SUPERVISOR

MILL CREEK METROPARKS will take responsibility for training its supervisors in terms of their responsibilities for supporting this policy. Supervisors will be trained about the impact of alcohol and drugs on the workplace; their responsibilities in relationship to the policy; how to recognize, document and confront a possible substance abuse problem; and how to initiate reasonable suspicion testing.

a) All supervisors will receive at least four hours of initial skill-building and information-sharing training concerning the Policy. Thereafter, two hours of additional training as a refresher will be received each subsequent year.

b) At least the following topics will be considered and treated during supervisory training:

- Recognition of possible alcohol or drug problems
- Documentation of behaviors that demonstrate an alcohol or drug problem
- Initiation of reasonable suspicion and post accident testing
- Approach to employees with possible alcohol or drug problems from observed behaviors
- Referral techniques for assessment or assistance
- Follow up techniques for returning employees
- Handling of supervisory responsibilities in general and consistent with applicable collective bargaining agreements.

#### VI. EMPLOYEE EDUCATION

Mill Creek MetroParks will educate all employees about it's commitment to providing a safe workplace and to ensure that all employees understand the provisions and expectations of them as provided by this policy.

a. All employees will receive at least two hours annually of training.

b. At least the following topics will be covered about the basics of alcohol and other drugs, including:

\*Major problems represented by substance abuse in the workplace

- \*What constitutes substance abuse and misuse as defined here.
- \*Disease model for alcohol and other drugs.
- \*Signs and symptoms of substance abuse.
- \*Effects of commonly used drugs in the workplace.
- \*Assistance available to employees and family members that have a substance abuse problem.
- \*A shared list of helping resources in the community that employees and their families can turn to.

## VII. REBUTTABLE PRESUMPTION

a) The results of any test administered under this Policy, or the employee's refusal to submit to any test under this Policy may affect the employee's eligibility for workers compensation and benefits pursuant to § 4123.54 of the Ohio Revised Code.

b) Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

c) The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

## VIII. CONFIDENTIALITY

a) All parties to this policy and program have only the interests of employees in mind. Therefore, we encourage any EMPLOYEES with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An EMPLOYEES assistance program will provide guidance and direction for you during your recovery period. MILL CREEK METROPARKS will also take action to assure that your illness is handled in a confidential manner.

b) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know" within MILL CREEK METROPARKS.

c) No test results will be disclosed to persons outside the MILL CREEK METROPARKS or the UNION except in response to subpoena.

d) The persons with a "need to know" are designated as follows: MILL CREEK METROPARKS' Executive Director, Administrative Services Director, and the Department Director.

## IX. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

1) Rules. All EMPLOYEES must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. EMPLOYEES shall not:

- a) Use, possess, dispense or receive prohibited substances on or at the job site; or
- b) Report to work while under the influence of a prohibited substance.

2) Discipline. When MILL CREEK METROPARKS has just cause to believe EMPLOYEES are under the influence of a prohibited substance, for reasons of safety, the Department Director will call the EMPLOYEE in and inform him/her that if his/her actions continue, he/she will be tested. EMPLOYEES may be suspended until test results are available. If no test results are received after three (3) working days, EMPLOYEES, if available, shall be returned to work with back pay. If the test results prove negative, EMPLOYEES shall be reinstated with back pay. In other cases:

a) Applicants testing positive for drug use will be suspended from consideration for a period of two months, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.

b) EMPLOYEES will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.

c) EMPLOYEES found in possession of drugs will be subject to discipline as provided by subsection e) of this section.

d) EMPLOYEES found to be under the influence of a prohibited substance, including alcohol, while on duty shall be subject to discipline as provided by subsection e) of this section.

e) The following stages of discipline shall be imposed:

1) On the first violation of this policy, EMPLOYEES shall be suspended for up to six weeks without pay and shall be required to complete a rehabilitation program as a condition of further employment.

2) On the second violation of this policy, EMPLOYEES shall be terminated.

f) EMPLOYEES who interfere with or attempt to interfere with the accuracy of any test administered under this policy shall be discharged.

3) Prescription Drugs. EMPLOYEES using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all EMPLOYEES, MILL CREEK METROPARKS will consult with you and your physician to determine if a re-assignment of duties is necessary. MILL CREEK METROPARKS will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4) Sale and Distribution. Any sale and/or distribution of a prohibited substance on MILL CREEK METROPARKS property is grounds for immediate termination.

5) All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

#### X. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

EMPLOYEES are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an EMPLOYEE voluntarily notifies supervision that he or she may have a substance abuse problem, MILL CREEK METROPARKS will assist in locating suitable EMPLOYEES assistance program for treatment, and will counsel EMPLOYEES regarding medical benefits available under MILL CREEK METROPARKS' health insurance program.

If treatment necessitates time away from work, MILL CREEK METROPARKS shall provide for EMPLOYEES an unpaid leave of absence and/or permit EMPLOYEES to use accrued sick leave for purposes of participation in an agreed upon treatment program. EMPLOYEES who successfully complete a rehabilitation program shall be reinstated to their former employment status, if work for which they are qualified exists.

EMPLOYEES returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

#### XI. NOTIFICATION

This policy will go into effect one month after its announcement to current employees. All applicants will be informed of the policy. All employees will be required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment which form is marked as Exhibit C, attached hereto and made part of this AGREEMENT.

Revised 2/23/08

MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL 288 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES AND OHIO COUNCIL 8, AFSCME

AND

BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK  
DISTRICT

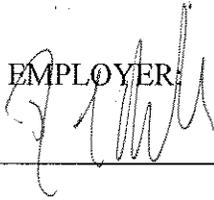
The purpose of this Memorandum is to confirm the parties' understandings reached during negotiations for the January 1, 2010 collective bargaining agreement concerning a Joint Health Care Committee ("the Committee").

The Union and the Employer agree that a Committee will be formed to make recommendations to the Employer concerning the health insurance programs to be provided by the Employer to the Union. The Committee will consist of representatives of the Employer, two (2) representatives of the Union, and two (2) representatives of the Fraternal Order of Police, Ohio Labor Council. The Committee will meet at such times as are mutually agreed for the purpose of soliciting bids and proposals for health care insurance coverage, obtaining information concerning available health care insurance options, including the existing insurance programs, and other matters related to the provision of health insurance coverage for employees of the Employer.

The Committee will make recommendations to the Employer concerning all aspects of the health insurance program, including change of features, deductibles, out-of-pocket expenses, premium contributions, coverages, and other benefits. Should the Employer agree to institute the recommendations of the Committee, such changes will be implemented with respect to the Union and other covered employees.

Should the parties fail to reach agreement on a health insurance program by August 1, 2010, the program of medical and dental insurance benefits previously presented to the Union as "Option B" will be implemented by the Employer effective August 1, 2010.

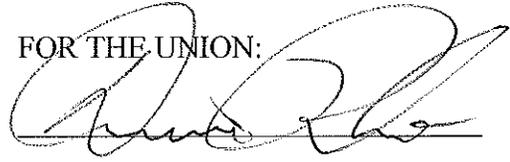
FOR THE EMPLOYER:

  
\_\_\_\_\_

DATE:

12/06/13

FOR THE UNION:

  
\_\_\_\_\_

DATE:

11-12-13