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AGREEMENT

BETWEEN

CLEVELAND METROPARKS

AND

CLEVELAND METROPARKS EMPLOYEES ASSOCIATION

Effective January 1, 2014 through December 31, 2016

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AGREEMENT

This Agreement is entered into between Cleveland Metroparks, hereinafter referred to as "Employer", and the Cleveland Metroparks Employees Association, hereinafter referred to as the "Association" or "Bargaining Unit".

ARTICLE 1 PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of Cleveland Metroparks, and to establish an orderly procedure for the resolution of differences between the Employer and members of the Association.

ARTICLE 2 RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative for all hourly-paid employees of the Employer excluding any employees currently covered by a collective bargaining agreement with a labor organization, supervisors, management level employees, confidential employees, students whose primary purpose is educational training, or who work as part-time employees less than 50% of the normal work year, and seasonal employees.

ARTICLE 3 AGENCY SHOP -DUES DEDUCTION

A Upon the effective date of this Agreement, or within sixty (60) days thereafter, all employees in the Bargaining Unit shall either become dues paying members of the Association, or, as a condition of continued employment, remit to the Association a fair share fee, to be determined by the Association, in accord with the provisions of Ohio Revised Code Section 41 17.09(C). Any newly hired employees in the Bargaining Unit shall within sixty (60) days of employment either elect to become members of the Association or remit the fair share fees.

B. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become or remain a member of the Association.

C. The Employer agrees to deduct Association dues from any Association member of the Bargaining Unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 41 17.09(C).

D. The Association shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

E. Deductions for dues and fair share fees will be made and paid monthly to the Association.

ARTICLE 4 CONFLICT AND AMENDMENT

A. (1) Should any provision of this Agreement be declared invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

(2) Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

B. This Agreement may not be amended during its term except by mutual agreement, in writing.

ARTICLE 5 NON-DISCRIMINATION

The parties agree that neither the Employer nor the Association shall discriminate against any individual on the basis of his or her membership or participation in Association matters. Both parties further agree that equal opportunity will be provided to all Bargaining Unit employees regardless of race, color, creed, age, sex, national origin or disability. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 6 MANAGEMENT RIGHTS

Unless otherwise limited by specific provisions set forth elsewhere in this Agreement, the management and direction of the working force in all its phases are vested exclusively with the Employer, and this shall include but shall not be limited to the right to: manage the operations; control the premises, direct the working forces; maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote, to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, reduce or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within classification; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs; to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas

worked, meal periods and leave of absence; and all other rights of management except those limited by any specific provision of this Agreement.

The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, there are no other agreements that are not set forth herein.

The Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 7 HOURS OF WORK AND OVERTIME

A. The normal work day shall be eight (8) or ten (10) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period and the normal work week shall be forty (40) hours. The normal work week shall consist of four (4) or five (5) consecutive days. The normal starting times shall be between 4:00 a.m. and 9:00 a.m., except that for individual cases, or when operational needs require, other starting times may be established after notification to the CMEA, and discussion, if requested. Employees who are scheduled to start their shift after 9:00 a.m. shall receive a shift differential of fifty-five cents (\$0.55) per hour for all hours worked on that shift. When operations require an other than a Monday through Friday schedule or a regularly-scheduled shift beginning after 9:00 a.m., volunteers will first be solicited from the work location or specialized crew in question. If no person qualified to perform the necessary work volunteers for the schedule, the least senior person qualified to perform the work (including employees hired subsequent to the involuntary assignment) will be assigned the schedule. When changes in employees work schedules are made, Cleveland Metroparks will give affected employees as much advance notice as possible, but not later than seven (7) calendar days (or fourteen (14) calendar days for changes to/from 1st and 2^d shift) before the effective date of the schedule changes, except in cases of emergency.

Forty percent (40%) of the bargaining unit as of the ratification date of this contract may be subject to a work schedule that starts after 9:00 a.m. but ends no later than midnight. Employees assigned to a work shift that starts after 9:00 a.m. may be assigned to the work schedule for a minimum of two (2) weeks up to a maximum of five (5) months in a rolling twelve (12) month period.

The 40% provision does apply to anyone hired after November 1, 2014. All new hires shall be subject to a work schedule that begins after 9:00 a.m. throughout his/her employment with the Cleveland Metroparks without any restriction related to minimum/maximum duration.

B. Employees will be entitled to receive time and one-half their regular hourly rate for work in excess of eight (8) consecutive hours in any work day, or in excess of forty (40) hours in any work week. Double-time shall be paid for hours in excess of twelve (12) worked in any work day. For purposes of this Article, the work day is defined as the twenty-four (24) hour period beginning with the starting time of a scheduled shift.

C. For the purpose of computing overtime pay, vacation time off, and paid holiday time off which occur during an employee's scheduled days of work shall be counted as hours worked.

D. An employee who works six days in a workweek will be paid at time and one-half the regular hourly rate for work performed on the sixth day (his off day).

E. An employee who works seven days in a workweek will be paid at double time the regular hourly rate for work performed on the seventh day (his second off day).

F. There shall be no duplication or pyramiding of overtime or premium pay.

G. Scheduled overtime shall be assigned in increments of not less than two (2) hours.

H. Overtime will be paid in quarter hour increments when employees work one or more minutes during a quarter hour increment, payment for that quarter hour will be approved. All overtime must be approved by Cleveland Metroparks management personnel.

I. Overtime will first be offered to bargaining unit employees.

J. Punching in six (6) minutes or less after the start of the shift or six (6) minutes or less before the end of the shift will not result in a loss of pay, but can be considered a violation of time clock/attendance/tardiness policies.

ARTICLE 8 GRIEVANCE PROCEDURE

A. It is understood that the prompt presentation and answering of grievances is desirable in the interest of sound relations between the employees, the Association, and the Employer. The procedures specified in this Article are intended to provide a system for a fair, expeditious and orderly adjustment of grievances of employees in the Bargaining Unit.

B. A grievance is any dispute or difference between the Employer and the Association, or between the Employer and an employee, which concerns the interpretation and/or application of and/or compliance with any express provisions of this Agreement, including all disciplinary actions.

C. The following procedure shall apply to all grievances arising under this Agreement.

STEP 1: An employee who has a grievance must meet with his immediate supervisor (and/or other appropriate personnel) to attempt to resolve the grievance on an informal basis.

STEP 2: If the matter is not resolved in Step 1, a written grievance must be filed with the next level supervisor within seven (7) working days of the alleged violation of this Agreement. Within seven (7) working days after the filing of the grievance, a meeting will be held with the immediate supervisor and the next level supervisor, the aggrieved employee(s), and the employee's Steward. Within seven (7) working days of this meeting, a management representative shall issue a written answer to the grievant and the Union Steward.

STEP 3: If the grievance is not satisfactorily settled in Step 2, the Association may appeal the Step 2 answer to the Department Director within seven (7) working days after the Step 2 answer. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the Step 2 answer is unacceptable. Within seven (7) working days after receipt of the appeal, a grievance meeting shall be scheduled between the Department Director and the Association President or designee. The Department Director, within seven (7) working days after the close of such meeting, shall issue a written decision to the grievance.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the grievance shall be submitted to the Association Screening Committee. The Screening Committee will review the merits of the grievance and decide not later than fourteen (14) working days after the Step 3 answer was received, whether or not to recommend further appeal. Should the Committee decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure and the Committee's decision shall be final and binding. Should the Committee decide to process the grievance further, the Association may file, within fourteen (14) working days after the Employer's Step 3 answer was received, an appeal with the Executive Director-Secretary and/or the Director of Human Resources. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the Association believes the Step 3 answer is unacceptable. The Executive Director-Secretary and/or the Director of Human Resources shall reply in writing within ten (10) days from the receipt of that appeal.

ARBITRATION: If the grievance is not satisfactorily settled at Step 4, the Association may submit the grievance to arbitration by notifying the Executive Director-Secretary or the Director of Human Resources in writing of its intent to do so within ten (10) calendar days after the Step 4

answer was issued. If the Employer and the Association cannot agree upon an impartial arbitrator, the Association may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Association's then applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

D. TIME LIMITATIONS

1. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed or appealed under this Article shall be considered void.

2. Where a grievance is originally filed in a timely manner and the Employer fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

3. Once a grievance is originally timely filed, the parties may by mutual agreement in writing extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

E. The Association shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

F. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the Employer, the Association, and the employees.

G. There shall be one (1) steward in each of four (4) major geographic areas and one (1) additional steward for the Golf Turf department of the Employer's operations. The steward in each area shall handle grievances in his area and be the primary point of contact. The CMEA will provide the Employer with the names of those unit members holding the position of steward. If the President of CMEA believes that his presence at a grievance session would be useful, he will notify the Director of Human Resources who will attempt to arrange his involvement on a no-loss no-gain basis.

H. Representatives of CMEA to a maximum of five (5) persons performing grievance handling for the CMEA will receive 25¢ more per hour than their current wage rates during their term of Office. On an annual basis, during January of each contract year, the

CMEA President will notify the Director of Human Resources, in writing, of the identity of the representatives.

I. The grievant and the Steward from his area shall receive their regular rate of pay on a no-loss, no-gain basis when involved in the above grievance and/or arbitration procedures. Each party shall bear the expense of its own witnesses.

J. A grievance as to discharge shall be filed in writing within three (3) working days after the discharge and shall be presented in Step 3.

K. Cleveland Metroparks will prepare and supply written grievance forms.

ARTICLE 9 SAFETY COMMITTEE

A. The purpose of the Safety Committee is to support Cleveland Metroparks commitment to providing a safe work environment and involves employees in accident prevention. The Safety Committee is comprised of members from throughout the Park District, but shall include no less than ten (10) members of the Association who will serve as representatives to this Committee. Membership on the Committee is voluntary; however, the Association may notify the Employer of any individuals it wishes to recommend for membership. The Committee shall be advisory in nature only.

B. Meetings will be held no less than on a quarterly basis at a mutually agreeable time and place. Individual grievances will not be a subject matter for discussion at these meetings. Association representatives shall be paid their regular hourly rate while attending said meetings.

C. The Association recognizes that it is the obligation of each employee to use the safety equipment provided by the Employer and to observe the Employer's safety rules.

D. Employees are urged to report unsafe conditions promptly to their supervisors.

ARTICLE IO PERSONNEL FILES AND POLICY

A. An employee may be permitted to review on an annual basis his or her personnel file with a least a five (5) day written request. In addition, an employee may inspect his or her file in direct response to a pending grievance or official matter.

B. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

C. Written reprimands will be null and void after twenty-four (24) months if no further disciplinary action has occurred.

D. The Employer shall forward to the CMEA during the month of February each year the following information in writing: a list of all former and current CMEA represented employees including those participating in the DII program who were employed during the preceding year with their classification, date of hire, hourly wage rates and earnings for that year.

ARTICLE 11 BULLETIN BOARDS

Bulletin boards will be maintained at the existing locations and at the present size of 2' x 3' with a clear front panel (plate glass, plexiglass) with a small hasp lock to secure posted material. The CMEA will supply the small hasp locks.

ARTICLE 12 NO STRIKE/NO LOCKOUT

A. The Association shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walk-out, concerted "sick" leave, work stoppage, or an unlawful interference of any kind with any operations of the Employer.

B. In the event any violation of Section A of this Article occurs, the Association shall immediately notify all employees that the strike, concerted "sick" leave, slowdown, work stoppage, or unlawful interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Association.

C. The Employer shall not lock out employees for the duration of this Agreement.

ARTICLE 13 SENIORITY

A. The first one hundred twenty (120) days of work by a newly-hired employee shall be a probationary period. During that period, the Employer may layoff, transfer or terminate the employee without recourse to the grievance procedure. In determining seniority as to employees hired to start on the same date, the date of application shall be used. If the application date is the same, the lower of the alphabet of the employee's surnames shall control. However, probationary employees shall not receive a self-initiated transfer or promotion during the pendency of their probation.

B. Cleveland Metroparks seniority of each employee shall be based upon his most recent hire date by the Employer within the Bargaining Unit.

C. In the event of a reduction in forces within a work location, the employee at that work location with the least bargaining unit seniority shall first be laid off. If so laid off

from his work location, the Employee shall be permitted to displace the least senior employee in another work location over whom the laid off employee has more bargaining unit seniority and whose work he has the ability to perform. Recalls shall follow the reverse procedure.

Prior to any reduction in force, Cleveland Metroparks will provide CMEA with at least two weeks' notice. During such period, the parties will meet to discuss alternatives to avoid any layoff, as well as individuals who would be impacted by the reduction in force.

D. Those vacancies within the Bargaining Unit which the Employer intends to fill from within Cleveland Metroparks shall be first filled from within the CMEA Bargaining Unit, provided however, that if no qualified employee bids, the Employer may fill the vacancy with an non-CMEA Cleveland Metroparks employee.

E. As between two bidders for a vacancy, relative Bargaining Unit seniority shall be the primary factor, subject to the relatively equal ability and other factors of the bidders to perform the available job, in the Employer's opinion.

F. Posting of vacancies will be made Bargaining Unit-wide for a period of five (5) working days, and externally at the same time if so determined by management. The Employer may fill a temporary vacancy by an employee of its choice. Temporary shall mean not in excess of ninety (90) days.

G. For the purposes of layoff and recall only, the President, Vice President, Treasurer, Secretary and Committee-person at Large of the Association shall have top seniority.

H. A job will be considered vacant whenever its incumbent quits, retires, is terminated, or is promoted, and the management decides to fill the job. If it decides not to fill the job, it will so notify the CMEA. If it subsequently decides to fill the job, it will be posted. A promotion will be publicized when made. The Employer will use good faith efforts to fill such vacancies--Within a reasonable period of time under the circumstances.

I. A successful bidder shall have no more than forty-five (45) work days within which to establish his ability to perform the duties of the promoted job. If the management decides that a promoted employee cannot satisfactorily perform, the employee will be entitled to return to his former job classification, but in the geographic area of his replacement or where an opening is available in his job classification.

J. Any employee may request a lateral transfer to another type of work, department/division, shift or geographical location. Employee transfer requests may be subject to the review of the Director of Human Resources. All qualified employees are given equal consideration for transfer without regard to age, sex, race, color, religion, disability, or national origin. Selection depends upon position requirements, individual performance, seniority and the needs of the Park District.

Lateral transfer requests are submitted to the Department of Human Resources' employment manager in letter form. This written request must include the

employee's current position title, location, transfer request and reason for lateral transfer request. Lateral transfer requests are valid for one year. When an opening occurs, the transfer request file is reviewed by the Department of Human Resources' employment manager before the opening is posted. The Department of Human Resources' employment manager will contact the immediate supervisor and the hiring supervisor when an opening occurs. A lateral transfer request is reviewed by the hiring/immediate supervisor based on the following criteria: job performance, attendance, employee qualifications for the job under consideration, and seniority with the Park District and the needs of the Park District. If the transfer is approved, the immediate supervisor will initiate a Personnel/Payroll Change Form. An employee selected for lateral transfer is usually released to the new assignment within ten (10) work days from the date of acceptance. Longer retention is a matter of agreement between the employee's immediate supervisor and the hiring supervisor. An employee whose lateral transfer request is not accepted is advised by the hiring supervisor.

K. Employees who have successfully bid into or transferred to a new position/location may not bid on another location or transfer for a period of twelve (12) months.

ARTICLE 14 HEALTH BENEFITS

A. The parties agree that a Benefit Study Team is established as set forth below to recommend group insurance and related benefits and submit for approval of the Executive Director- Secretary and the Board of Park Commissioners.

B. Employees will continue to pay the same monthly premium contributions for their health benefits as were in effect on the date of ratification through December 31, 2014 for the benefits outlined in Appendix A.

Effective January 1, 2015, employee monthly premium contributions for health benefits will be as follows:

Plan A	18% of premium or fully-insured equivalent
Plan B	13% of premium or fully-insured equivalent

C. The parties agree that a Benefit Study Team will be operative during the term of the Agreement. A Benefit Study Team member(s) will be in the approximate proportion to the ratio of employees he (they) represent. The groups represented and the number of representatives is shown below. Each Union will select their representative(s).

Rangers (FOP/OLC)	1 member
Ranger Sergeants (FOP/OLC)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members
Non-Union	4 members
Ranger Dispatcher (FOP/OLC)	1 member (non-voting)

D. A representative of Cleveland Metroparks Department of Human Resources will serve as an advisor and facilitator.

E. The Benefit Study Team may recommend plan design changes that it believes to be in the best interest of the participants. Any recommended changes in benefit levels affecting employees of the CMEA bargaining unit, must be voluntarily agreed upon by Cleveland Metroparks and CMEA prior to any implementation.

F. The goal of the Benefit Study Team is to reach a consensus recommendation. However, if a consensus recommendation cannot be reached, a vote will be conducted and a recommendation supported by the majority will be recommended. Changes recommended must be approved by the Executive Director-Secretary and the Board of Park Commissioners. If the recommendation from the Benefit Study Team is not approved, it will be returned to the Benefit Study Team for further review. The Benefit Study Team will then submit new recommendations until a recommendation is approved by the Executive Director-Secretary and the Board of Park Commissioners. These approved recommended changes, if any, will be implemented each January 1. Nothing in this provision gives the Benefit Study Team the authority to make changes to benefits that would change or reduce the current level of benefits except where provided in section B and E above.

G. Cleveland Metroparks will advise Union officials thirty (30) days prior to implementing any changes. It is agreed that any changes will not require approval of the Union or the Union membership during the life of the Agreement.

H. The Employer will provide a \$15,000 term life insurance policy for employees at the employer's cost.

I. Cleveland Metroparks will pay the following expenses separate from the Health and Welfare caps listed above.

- i. Insurance consultant fees;
- ii. Cost of 3rd party flexible spending account administration;
- m. Long term disability premiums, and
- iv. Life insurance premiums (paragraph H).

ARTICLE 15 MISCELLANEOUS PAYROLL DEDUCTIONS

For the term of this Agreement, employees will be permitted to continue to make payroll deductions for the Cleveland Postal Employees Credit Union, U.S. Savings Bond purchase plan, life insurance purchase plan, as well as the current deferred compensation plan provided the continuation of these plans is within the control of Cleveland Metroparks.

ARTICLE 16 SICK LEAVE

A. Sick leave is defined as an absence with pay necessitated by personal illness, injury, exposure to contagious disease, medical exams, treatment for pregnancy and/or childbirth, and from illness, injury or death in the immediate family. The immediate family includes mother, father, brother, sister, step-brother, step-sister, spouse, daughter, son, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parents, grandparent, grandchild, and legal guardian or other person who stands in the place of a parent.

B. To attend a funeral, an employee may be granted, based on need, a bereavement leave of absence up to a maximum of three (3) consecutive working days (five (5) days if funeral is out of state) in the event of a death in the employee's immediate family. Three (3) days, up to and including the day after the funeral (the first three (3) days of an out of state bereavement leave), are a paid benefit. The fourth (4th) and fifth (5th) day of an out of state bereavement leave may be paid from accumulated sick leave.

C. ~~An~~ employee may request a working day off to attend the funeral of a person other than a member of the immediate family. Accrued sick pay may be used for this purpose. An employee may be required to confirm the reason for using this leave if requested by the employee's supervisor.

D. The employee shall notify his supervisor prior to the start of his shift on the first day of any absence which is to be charged to sick leave. The supervisor is to be kept informed of conditions and of the expected date of return to work. Paid sick leave may be forfeited if the employee fails to give proper notice or lack of satisfactory evidence. If an employee leaves his job during his shift because of illness, he must first notify his immediate supervisor. If the immediate supervisor is not available, the employee must leave a note for him.

E. An employee injured at work who requires medical attention who is advised by the emergency doctor not to return to work on that day will be paid for the remainder of the day if he provides written medical evidence from the emergency doctor. This payment will not be deducted from accumulated sick leave.

F. An employee must supply medical evidence to support a sick leave of over three (3) days. Cleveland Metroparks may authenticate necessity of the leave or continuance thereof by a doctor of its choice, and at its expense. The employee may be required to supply a doctor's certificate substantiating the employee's ability to return to the employee's regular job after a sick leave of over three (3) days.

G. If the employee returns to work after a period of disability and still shows disability on the job, the Employer may require the employee to have a physical examination by a doctor chosen or approved by the Employer. This exam will be paid for by the Employer.

H. Sick leave is earned at the rate of 4.6154 hours for each eighty (80) hours worked; unused sick leave may be accumulated without limit. Vacation and sick time are

earned while an employee is on paid sick leave status. Cleveland Metroparks holidays are not counted in the reporting of paid sick leave.

I. Employees who have prior public service credit accrued within the past ten (10) years may transfer their sick time from their previous public employer. Employees hired after the date of ratification of the 2014-2016 Agreement are not eligible for this credit.

J. If illness or disability exceeds the period covered by sick time, the employee may be granted a leave of absence or a disability leave.

K. An employee with ten (10) or more years of continuous employment with Cleveland Metroparks and who resigns or retires shall be paid for one-fourth (1/4) of his sick leave balance accrued through his last date of service. This is a one-time payment. If the employee is reinstated, he will earn sick leave as if he were a new employee and he will not be eligible again to receive any compensation for any portion of his accumulated unused sick leave as used to compute the one-time payment above, upon subsequent termination or retirement.

L. In the case of an employee who dies after having ten (10) or more years of continuous employment with Employer, accumulated sick leave shall be paid to his designated beneficiary, or his estate if no beneficiary is designated, under the same terms and in the same manner as provided in K above.

M. Newly-hired employees shall not be entitled to be paid sick leave during the first ninety (90) days of employment but shall accumulate sick leave credits during that ninety (90) day period. No sick leave shall be due for injuries sustained in outside employment.

N. If during the term of this Agreement, Cleveland Metroparks changes its current sick leave program, it will extend any improvement to the CMEA unit.

O. The Employer reserves the right to implement policies governing the use of sick leave, including a no-fault attendance policy. The Employer will notify the Union prior to the implementation of those policies and will meet and confer with the Union regarding the policies. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

ARTICLE 17 HOLIDAYS

A. All employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In addition, each employee who has completed his probationary period shall be entitled to one (1) personal day each calendar year as an emergency day, without prior notice. An employee may take four (4) two (2) hour periods (in lieu of the personal day) if he gives his supervisor twenty-four (24) hour notice.

B. A holiday falling on a Sunday will be observed on the following Monday; a holiday falling on a Saturday will be observed on the preceding Friday.

C. Employees with work schedules other than Monday through Friday are entitled to pay for any holiday which is observed on their day off.

D. Employees will be paid for any holiday which occurs while on vacation or on sick leave.

E. Employees required to work on a holiday shall receive holiday bonus pay at time and one-half for the hours worked, plus the holiday pay. In lieu of the eight (8) hours holiday pay, an employee who works on a holiday may elect to take a substitute day off by mutual agreement between management and the employee.

F. In order to receive holiday bonus pay, the employee must work his regularly scheduled day before and after the holiday.

ARTICLE 18 LEAVE OF ABSENCE

A. Cleveland Metroparks recognizes that there are occasions when an employee will require time off due to disability caused by illness or injury, personal reasons, bereavement, jury duty and military service obligations. These include time off for any of the reasons set forth in the Family Medical Leave Act (FMLA) of 1993:

- 1) the birth of a son or daughter to the employee;
- 2) the placement of a son or daughter with the employee for adoption or foster care
- 3) in order to care for the spouse, son, daughter or parent of the employee, if such family member has a serious health condition; or
- 4) because of a serious health condition which renders the employee unable to perform the functions of the position of such employ.

All such requests for leave of absence require a written statement signed by the employee, submitted to his immediate supervisor, indicating the purpose, beginning and ending dates of the leave.

A leave may be paid or unpaid. Eligibility for and use of available paid time off balances (i.e. sick pay, vacation, etc.) are considered prior to a leave. Family and/or medical leave requests will be measured on a rolling month for the subsequent twelve (12) month

period. If an approved leave of absence exceeds twelve (12) work weeks in a twelve (12) month period, Cleveland Metroparks obligation under FMLA is satisfied.

B. C. A medical leave of absence, for a serious health condition, which includes a medical leave for disability due to pregnancy, childbirth, and related medical conditions, may be requested by an employee. A leave may be granted for a maximum of six (6) months, based on written medical verification from the employee's treating physician; one (1) additional leave of up to six (6) months may be granted (to a maximum of twelve (12) months of total leave). Before returning to work, the employee shall submit written medical verification from his treating physician that he can fully assume his work duties and confirm the employee's return to work date. Should an employee not return on or before the date on the approved leave form, employment with the Park District will automatically be terminated. Please see sick pay policy (407) to determine eligibility for payment of lost work days.

A Personnel/Payroll Change form must be initiated and signed by the employee's immediate supervisor, department director and Director of Human Resources, with supporting medical statement from the treating physician. The medical certification should state (1) the commencement date and probable duration of the condition; and (2) the medical facts substantiating the condition. If the authorized medical leave of absence is six (6) months or less, Cleveland Metroparks will return the individual to the same or to an equivalent position upon completion of the leave. If the medical leave extends beyond six (6) months, Cleveland Metroparks will make efforts to return the individual to the same or to a comparable position, based on the length of the leave, the nature of the job, the individual's skills, and the needs of Cleveland Metroparks. Where no position is available, Cleveland Metroparks, at the individual's request, will place the individual on a priority rehire list. The Park District reserves the right to substantiate a medical leave of absence, or the ability to return to work from a medical leave of absence by seeking an independent medical opinion. Also see Family and Medical Leave Act of 1993(204).

D. A personal/family leave of absence, (i.e. the birth of a son or daughter to the employee; the placement of a son or daughter with the employee for adoption or foster care; or the care for a spouse, son, daughter or parent of the employee, if such family member has a serious health condition) may be granted to a Cleveland Metroparks employee who has at least one (1) year of service and may be granted for a maximum period of six (6) months. This type of leave is not granted to facilitate employment with another agency or company. This leave requires the approval of the employee's supervisor, department director and Director of Human Resources. The request is made using a Personnel/Payroll Change form, attaching a narrative request statement from the employee stating the specific reasons (example: education) for the requested leave of absence. The Executive Director-Secretary and/or Director of Human Resources will determine whether a personal/family leave of absence request will be granted or denied. If the authorized personal/family leave of absence is three (3) months or less, Cleveland Metroparks will return the individual to the same or to a comparable position upon completion of the leave. If the personal/family leave extends beyond three (3) months, Cleveland Metroparks will make efforts to return the individual to the same or to a comparable position, based on the length of the leave, the nature of the job, the individual's skills, and the needs of Cleveland Metroparks. Where no position is available, Cleveland Metroparks, at the individual's request,

will place the individual on a priority rehire list. Also see. Family and Medical Leave Act of 1993 (204).

E. A husband and wife who are eligible for FMLA leave and are employed by Cleveland Metroparks are permitted to take only a combined total of twelve (12) weeks of leave during any twelve (12) month period if the leave is taken 1) for birth of a son or daughter or to care for the child after birth, 2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or to care for a parent (not parent "in-law") with a serious health condition. The combined twelve-week limit does not apply to leave for a personal serious health condition or a child or spouse with a serious health condition.

F. Intermittent or reduced leave schedules are available only where the employee provides certification that such schedule is medically necessary. If intermittent or reduced leave is medically necessary, Cleveland Metroparks may require that the employee temporarily transfer to an available, comparable alternative position for which the employee is qualified that better accommodates the requested leave.

G. Employees requesting leave must provide thirty (30) days advance notice. If such is not possible because of unforeseen circumstances, please contact the Department of Human Resources. In any event, no request will be considered beyond fifteen (15) days after the commencement of the leave.

ARTICLE 19 MILITARY LEAVE OF ABSENCE

A. All employees of Cleveland Metroparks who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year.

B. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

C. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, for longer than one hundred seventy-six (176) hours in each calendar year in which the employee performed service in the uniformed services, is entitled, during the period designated in the order to act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

1. The difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month,
2. Five hundred dollars (\$500.00).

D. The employee shall be responsible for notifying the Employer upon notification, to report for military duty. During the period the employee is on leave, he/she shall be compensated for the difference between his normal rate of pay and the rate compensated for his/her military service. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

E. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so, on the part of the employee, will result in the time off without compensation.

F. Employees who have worked for Cleveland Metroparks long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

G. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

H. An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

I. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

J. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

1. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
2. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.

3. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
4. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - a. Sick Leave - that amount which had been accumulated at the time of entering service.
 - b. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
 - c. Automatic Salary Adjustment (step increases).
 - d. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 20 JURY DUTY - COURT APPEARANCE

An employee summoned for any jury duty, or subpoenaed to appear in court as a civic duty shall be allowed time away from work without loss of pay. Any money received for jury duty and/or court appearance must be turned over to the Employer.

ARTICLE 21 UNIFORMS

A. The Employer will supply uniforms of its choice to all regular full-time employees. Uniforms are to be worn only on its premises, including travel to and from work.

B. Employees are required to wear the uniforms provided while they are on duty. They are not permitted to alter their uniforms and must keep them clean and in good repair.

ARTICLE 22 VACATIONS

A. Vacations shall be granted based on the following schedule:

Years	Hours earned per 80 hours <u>worked</u>	Total hours earned per <u>year</u>
1 through 7 years	3.6924	96 (12 days)
8 through 14 years	5.5385	144 (18 days)
15 through 19 years	7.3847	192 (24 days)
20 or more years	7.6924	200 (25 days)

B. Each employee who has worked six (6) months is able to take the vacation time which has accumulated. Computation of years of service shall be based on the anniversary date of the employee's hire date.

C. Employees who have worked less than 2,080 straight-time hours have their vacation time determined by a fraction - the number of hours worked to 2,080. Straight-time hours or overtime hours which exceed 2,080 are not counted when vacation time is computed. Holidays, vacation and sick leave which have been paid are included when determining vacation earned.

D. Vacation time may be accumulated up to three (3) times the yearly rate at which an employee earns vacation time (288 hours, 432 hours, 576 hours and 600 hours) respectively.

E. Upon termination, the employee will be paid unused vacation time up to the three (3) year limit. The same shall apply in case of death of an employee, in addition to any vacation time accumulated during the year of death.

F. Vacation leave will be arranged by mutual agreement between the employee and the employee's administrative supervisor. When employees' vacation requests conflict, preference will normally be based on seniority with Cleveland Metroparks. The needs of the Employer shall have priority in determining when to schedule vacation time.

G. Vacation Longevity Bonus - \$7.50 per year of service for employees with ten (10) or more years of service, \$10.00 per year of service for employees with fifteen (15) or more years of service, \$12.50 per year of service for employees with twenty (20) or more years of service, and \$15.00 per year for employees with twenty-five (25) or more years of service. The bonus will be paid the first pay week of vacation taken or the first week of December to the eligible employees, whichever week the employee chooses.

ARTICLE 23 WAGES

- A. Wage rates as set forth in Appendix B attached.
- B. The parties agree that the PERS Pickup Plan shall be continued in effect.
- C. All employees with ten (10) years, but less than twenty (20) years of full-time park-wide service shall receive a longevity payment equal to 1.7% of the applicable base wage as shown in Appendix C, and all employees with twenty (20) years of full-time park-wide service shall receive a longevity payment equal to 2.0% of the applicable base wage as shown on Appendix C. Longevity payments will be made in a lump sum with the first pay of January of each year. Any employee with ten (10) or more years of full-time park-wide service who resigns or retires before the end of the year shall be entitled to a pro-rated longevity payment based on the applicable percentage.

Commencing with the 25th anniversary of full-time park-wide service with Cleveland Metroparks, employees will be paid on each and every anniversary thereafter, a longevity bonus equivalent to one day's pay. Payment will be made with the pay immediately following such anniversary date.

ARTICLE 24 SHOW-UP TIME

A. If an employee is required to report on a day or time not scheduled for him (for example, a fallen tree blocking a road or a broken water line), the employee shall be paid for the hours worked by him at time and one-half (but for a minimum of two and one-half [2 Yi]hours). This provision shall not be applicable if the employee works such time prior to his regular shift and continues thereafter to work his regular eight (8) hour shift. If an employee who has worked six (6) days in a workweek is required to report on the seventh day of a workweek (his second off day), hours will be paid at double time (but for a minimum of two and one-half [2 Yi]hours).

ARTICLE 25 CONTINUOUS COMMUNICATION COMMITTEE

A. A Continuous Communication Committee (CCC) shall be established to ensure that the parties will meet on a continual basis to confer about and discuss matters of mutual concern. The CCC shall be composed of the CMEA Union President and two other permanent representatives designated by the CMEA President and three permanent members designated by Cleveland Metroparks. The CCC shall meet each month provided that one of the parties has provided the Director of Human Resources an agenda of items to be discussed at the meeting, no later than noon on Friday. The Director of Human Resources shall be an ex-officio

member of the CCC and shall handle its scheduling. The CCC shall, in no case, meet less than quarterly.

B. Within sixty (60) days of ratification of the 2014-2016 Agreement the parties will convene a CCC meeting to discuss and address issues pertaining to the duties and number of employees assigned to the lead assignments.

ARTICLE 26 MISCELLANEOUS

A. The CMEA will be permitted use of one of the maintenance sheds (if available) within which the CMEA may conduct membership meetings.

B. Except in the event of necessity for immediate action, Cleveland Metroparks will notify the CMEA President, or his designee, in advance of any meeting with an employee which may result in loss of time.

C. The CMEA will participate in Cleveland Metroparks new employee orientation process (see letter of understanding attached). Any lost time due to travel by the President, or his designee, shall be borne by the CMEA.

D. During any calendar year, the CMEA President and/or his designee, shall be permitted up to forty (40) hours of time to attend association business as it affects the CMEA and Cleveland Metroparks. Said time shall be cumulative from year to year. The CMEA will reimburse Cleveland Metroparks for wages paid to the CMEA President or his designee for this purpose.

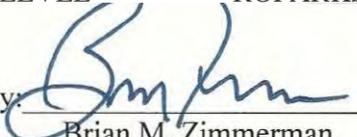
E. The Association shall be permitted the first option each year to schedule their annual CMEA picnic on Cleveland Metroparks properties.

ARTICLE 27 TERM OF AGREEMENT

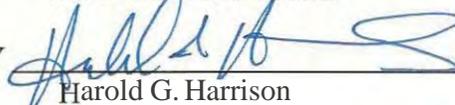
This Agreement shall become effective upon the date of ratification (November 7, 2014) and continue in full force and effect until December 31, 2016, and shall continue in effect from year to year thereafter unless either party desires to change or modify it, in which case that party shall give notice to the other party in writing at least sixty (60) days prior to the expiration date of this Agreement or of any subsequent anniversary date hereof.

Dated at Cleveland, OH this 9/8 day of 2014

FOR THE EMPLOYER
CLEVELAND METROPARKS

By: 

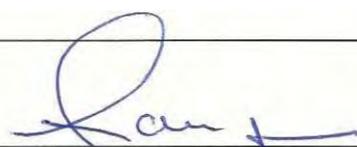
Brian M. Zimmerman
Chief Executive Officer

BY 

Harold G. Harrison
Chief Human Resources Officer
(Subject to Board approval)

FOR THE
CLEVELAND METROPARKS EMPLOYEES ASSOCIATION

BY 
_____ -PN!>k,f

BY: 

Robert M. Phillips, Esq.
Attorney for the CMEA

I hereby certify that there are funds of the Board of Park Commissioners of the Cleveland Metropolitan Park District in the amount of this estimate not appropriated for **its** purpose.

DAVID J. KUNT, TREASURER

DATE: 9/8/14

APPENDIX A

Cleveland Metroparks Full-time Benefits Summary
Effective January 1,2014 -December 31,2014

	A Plan Medical Mutual of Ohio SuperMed Plus.	B Plan Medical Mutual of Ohio SuperMed Plus
In-Network Benefits		
Annual Deductible Individual	\$300	\$750
Annual Deductible Family	\$600	\$1,500
Annual Out-of-Pocket Maximum		
Per Person	\$1,500	\$4,500
Maximum Per Family	\$3,000	\$9,000
Preventive Care		
Annual Physical	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full
Professional		
Office Visit – Primary Care	\$20 Copay	\$25 Copay
Office Visit – Specialist	\$40 Copay	\$50 Copay
Teladoc Consultation	\$10 Copay	\$10 Copay
Diagnostic Services	20% Coinsurance	25% Coinsurance
Inpatient Professional Services	20% Coinsurance	25% Coinsurance
Hospital/Facility		
Inpatient Care	20% Coinsurance	25% Coinsurance
Outpatient Facility Charges	20% Coinsurance	25% Coinsurance
Facility Charges (non-hospital)	20% Coinsurance	25% Coinsurance
Mental Health/Substance Abuse		
Outpatient	\$20 Copay	\$25 Copay
Inpatient	20% Coinsurance	25% Coinsurance
Other Services		
Emergency use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance
Urgent Care	\$30 Copay	\$75 Copay
Out-of-Network Benefits		
Annual Deductible Individual	\$1,000	\$1,500
Annual Deductible Family	\$2,000	\$3,000
Preventive Care, Professional, Hospital/Facility, Urgent Care and Mental Health/Substance Abuse Services	30% Coinsurance	40% Coinsurance
Annual Out-of-Pocket Maximum Per Person	\$3,000	\$6,000
Annual Out-of-Pocket Maximum Per Family	\$6,000	\$12,000
Emergency Use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance
Lifetime Maximum	Unlimited	Unlimited
Annual Maximum	Unlimited	Unlimited

Wellness Requirement	Monthly Premium Credit (Employee Completes)	Monthly Premium Credit (All Dependents Complete)
Submit Preventative Care Certification from Primary Care Physician	\$15	\$10
Non-Tobacco User Certification/Affidavit	\$10	\$5
Reoister for Teladoc	\$5	\$5
Completion of Health Risk Assessment	\$15	\$5
Total Available Credits	\$45	\$25

APPENDIX B WAGE SCHEDULE

Technician / Sr. Technician

Effective January 1, 2014 (2.7%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Senior Technician	23.80	24.30	24.80	25.30	25.93	26.56	27.22	27.84	28.49
Technician	21.95	22.45	22.95	23.45	23.89	24.33	24.78	25.21	25.66

Effective January 1, 2015 (2.3%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Senior Technician	24.38	24.88	25.38	25.88	26.53	27.17	27.85	28.48	29.15
Technician	22.49	22.99	23.49	23.99	24.44	24.89	25.35	25.79	26.25

Effective January 1, 2016 (2.0%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Senior Technician	24.89	25.39	25.89	26.40	27.06	27.71	28.40	29.05	29.73
Technician	22.97	23.47	23.97	24.47	24.93	25.39	25.86	26.31	26.78

Step 4 shall serve as the base rate for the Technician and Senior Technician classifications. Newly hired employees in the Technician or Senior Technician classification will be placed at Step 1 upon hire. The employee will move up a step after each six (6) months of service until they reach Step 4. Advancement beyond Step 4 shall only occur in accordance with the CMEA step increase program.

Grounds Maintenance

Effective January 1, 2014 (2.7%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grounds Maintenance	17.20	18.20	19.20	19.54	19.88	20.21	20.54	20.88	21.51	22.00	22.34	22.75	23.17	23.58

Effective January 1, 2015 (2.3%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grounds Maintenance	17.65	18.65	19.65	19.99	20.34	20.67	21.01	21.36	22.00	22.43	22.85	23.27	23.70	24.12

Effective January 1, 2016 (2.0%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grounds Maintenance	18.04	19.04	20.04	20.39	20.75	21.09	21.43	21.79	22.44	22.88	23.31	23.74	24.17	24.60

Step 3 shall serve as the base rate for the Grounds Maintenance classification. Newly hired employees in the Grounds Maintenance classification will be placed at Step 1 upon hire. The employee will move up a step after each six (6) months of service until they reach Step 3. Advancement beyond Step 3 shall only occur in accordance with the CMEA step increase program.

APPENDIX C STEP INCREASES

The parties have agreed to the following and further agree that they are part of the Agreement between Cleveland Metroparks Employees Association and the Board of Park Commissioners for the period January 1, 2014 through December 31, 2016.

Job Title and Job Classification Change

The Service Worker and Senior Service Worker position titles will be changed to "Grounds Maintenance." Grounds Maintenance will be a single job classification with 14 steps.

Step Increases

Cleveland Metroparks ("CMP") and Cleveland Metroparks Employees Association ("CMEA") have agreed to implement a program which will allow CMEA represented employees to receive step increases pursuant to the Wage Schedule set forth in Appendix B over the course of the 2014-2016 collective bargaining agreement. A committee will be established to oversee this program, composed of three members of management appointed by Cleveland Metroparks and three members of the bargaining unit appointed by CMEA. Both CMEA's President and Cleveland Metroparks Director of Human Resources will be among the appointees and will serve as co-chairpersons. The committee will make decisions by majority vote.

The purpose of the program is to provide step increases to CMEA employees who obtain job-related licenses, certifications and/or training on their own time which enhances their value to Cleveland Metroparks' employees. No employee is eligible to receive more than one step increase per year.

Grounds Maintenance will be granted one step increase when they obtain a Commercial Driver's License ("CDL"). Retention of the CDL is a condition of maintaining the step increase.

Grounds Maintenance will be granted one step increase when they obtain a pesticide license (Core and appropriate categories) or herbicide license (golf). Retention of the license is a condition of maintaining the step increase:

Grounds Maintenance presently with both CDL and Pesticide/Herbicide license will be moved to Step 3.

Once a Ground Maintenance employee is at Step 3, on an annual basis, the employee will meet with his or her supervisor and a member of the human resources staff to establish a career plan that will include what the worker must do to obtain the next step increase, which must be approved by the Step Increase Committee ("SIC"). If approved by SIC, the increase will not be part of the annual step increase allotment.

Other examples of licenses, training and certifications for which step increases will be given include: International Society of Arboriculture certification, Automotive Service Excellence certification, welding training, vocational-education certification in trades, horticulture, arboriculture, or small engine repair, certified parks and recreation professional, National Playground Safety Institute certification, Freon recovery license, various associate degrees and programs (including correspondence courses).

Because the number of acceptable programs is varied, employees will submit their planned program to the committee for approval prior to beginning the program. The committee will review each employee's course or program and will determine whether a step increase will be granted upon successful completion of such course or program. The decision of the committee is final and is not subject to appeal or the contractual grievance procedure.

The step increase allotment will be set at 15 per year, unless otherwise approved by management.

It is understood that many issues will arise as the implementation and the governance of the program. The committee, guided by principles of fairness and equity, as well as the purpose of the program detailed above, will make all decisions concerning implementation and governance, which will not be subject to appeal or grievance.

Advance Standing Bonus

Employees who are at the highest step for their classification shall be eligible for one Advance Standing Bonus per year. An employee desiring such bonus shall apply to the Step Increase Committee ("SIC") which shall be composed of three members of the bargaining unit appointed by CMEA and three members of management appointed by Cleveland Metroparks. The employee shall detail to SIC the course of study or program the employee desires to take in order to receive the Advance Standing Bonus. SIC may either approve, disapprove or modify the application. All actions of SIC shall be by majority vote and shall not be grievable. Failure to obtain a majority vote shall be deemed disapproval which also shall not be grievable.

An Advance Standing Bonus shall be \$600 payable in a separate check upon the successful **completion of the course and/or program approved by SIC.**

No employee may receive more than one Advance Standing Bonus per year. Said bonuses shall not decrease the number of step increases available. No employee may receive a step increase and an Advance Standing Bonus in the same calendar year.

Weekend Work

All Grounds Maintenance employees not assigned to the golf courses will be eligible to work on Saturday or Sunday as regular days of work as part of their basic five-day schedule, i.e., other than a Monday through Friday schedule. For such work they will receive a \$1.00 per hour-

weekend differential. They may be assigned any work within the Grounds Maintenance job description. They may be assigned snowplowing of all purpose trails, shoveling and/or blowing access ways, walkways to nature centers and restrooms.

The Metroparks can regularly schedule golf course maintenance employees on the weekends at straight time from March 1 through November 30. The current two most senior employees (Jeffrey Rolen and James Hayes) are excluded from this regular, straight-time weekend schedule.

For the months of December, January and February, the Metroparks will staff no more than ten (10) golf course maintenance employees to a straight-time weekend schedule. Any additional employees scheduled on the weekend shall be eligible for overtime for such hours worked consistent with the terms of the parties' collective bargaining agreement. Employees shall be selected for the regular, straight-time weekend assignments first through volunteers and then, if there are an insufficient number of volunteers, based on inverse seniority.

The Metroparks will provide a \$1.00 per hour premium for all straight-time weekend hours worked by golf course maintenance employees.

Lead Persons

Employees chosen for this assignment will hold the classification of Senior Technician or Technician. Lead persons do not have the authority to hire, fire, suspend, demote or discipline, and their authority is limited to assigning work, under the instructions given by management, and reporting facts to management for its decision. Should there be a need to increase the number of lead workers, the Employer will make these assignments over time as additional Grounds Maintenance employees (those in Step 7 and above) vacate their positions and are replaced by Ground Maintenance employees in Step 1 or below. Lead persons will be paid \$.61 per hour above their hourly pay rate.

Flex Time

Management understands that occasions will arise when an employee may need to leave work for a period of several hours to accommodate personal needs on an occasional temporary basis. It is agreed that any CMEA member may request directly from his/her supervisor to be permitted to make up the work on a pre-shift or post-shift basis, within the same pay period, at no cost to Cleveland Metroparks at least forty-eight (48) hours in advance, except that if the need for said request is unanticipated said notice requirement will be waived. It is understood that in considering the request, the immediate supervisor will evaluate the impact on the operational necessities of completing the work in question and that the ultimate determination of management is non-grievable.



Administrative Offices
 4101 Fulton Parkway
 Cleveland, Ohio 44144
 216-35-3200
 FAX 216-635-3286
 TTY 216-351-0808

Board of Park
 Commissioners
 Fred Rzepka
 President

Bruce G. Rinker
 Vice President

David W. Whitehead
 Vice President

Executive
 Director/Secretary
 Vern J. Hartenburg

February 26, 2010

Mr. Gary A. Bainbam
 CMEA President
 6325 York Rd. #205
 PannaHts., OH 44130

RE: Letter of Agreement - Four (4) Ten (10) Hour Shifts Per Week

Dear Mr. Bainbam:

It is agreed by the parties that if the Employer makes a decision to implement a schedule of four (4) ten (10) hour days in a work week, negotiation will be held before implementation for this specific subject.

This will confirm that the Forestry Department will continue four (4) ten (10) hour shifts per week for the period of January 1, 2010 through December 31, 2013, subject to the conditions outlined below which will continue to be operative.

It is agreed that the following contractual changes will be operative for four (4) ten (10) hour shift per week.



Article 7 - Hours of Work and Overtime

- A. Change first sentence as follows:
 The normal work day shall be ten (10) consecutive hours, ...
 excluding one-half (1/2) hour unpaid lunch period....
- Change the second sentence as follows:
 The normal work week shall consist of four (4) consecutive days:
- Change the fourth sentence as follows:
 Monday to Thursday
- B. Change the first sentence as follows:
 Employees will be entitled to receive time and one-half (1 1/2) their regular hourly rate for work in excess of ten (10) consecutive hours in any work day....

- B. Change as follows:
 Any work on Sunday will be paid at two (2) times the employee's regular hourly rate.

Article 13 - Seniority

- A. Change the "first one hundred and twenty (120) days" to "twenty-four (24) work weeks"

Article 16 - Sick Leave

- B. It is understood that a day of scheduled work equals ten (10) hours.



C. It is understood that an employee would use ten (10) hours of sick pay.

Article 17 - Holidays

B. Change as follows:

A holiday falling on a Sunday will be observed on the following Monday; a holiday falling on a Friday or Saturday will be observed on the preceding Thursday.

C. Change second sentence as follows:

In lieu of the ten (10) hours holiday pay, an employee who works on a holiday may elect to take a substitute day off by mutual agreement between management and the employee.

Miscellaneous

A. Article 16B, first sentence bereavement shall read "up to a maximum of 24 consecutive hours" instead of "three (3) consecutive working days..."

B. Article 16B, second sentence bereavement shall read "Twenty-four (24) hours, up to and including the day after the funeral (the first 24 hours of an out-of-state bereavement leave) are a paid benefit" -- instead of "three (3) days..."

The parties agree that employees will work an extra eight (8) hour day for every four (4) holidays in which they receive ten (10) hours of pay. Therefore, if an employee takes three (3) holidays, he will work one six (6) hour day. If the employee does not work the extra day, he agrees to reimburse the Employer, through payroll deduction, or otherwise, the amount of money received for payment of those hours.

(Signature)
Diana I...

Director of Human Resources.

(Signature)
Gary A. Bambam, CMEA President

3/8/10
Date

Agreement Between Cleveland Metroparks and
Cleveland Metroparks Employees Association

Letter of Understandillg

This Jetter of understanding is in compliance with ArticJe 26, Paragraph C, of the Collective Bargairung Agreement between the parties.

Itis agreed that the CMEA will provide th.e Department of Human Resources with a greeting letter" for newly hired employees covered by the Collective Bargaining Agreement. The Department of Human Resources will fill in the name of the new employee and forward such "greeting letter" to the new employee with. copies to the CMEA President and the local representative.

Cleveland Metroparks Employees Association will designate approximately eight(8) representatives to present a short orientation to new employees (the duration of such meeting will be fifteen [JS] minutes or less). This orientation wiU be at the new employee's job location in conjunction with the part of the orientation program where the Director of Human Resources meets with the new employee. In addition, the Department of Human Resources will supply a list of CMEA employees, hired, terminated, transferred, placed on a leave of absence, etc., shortly after each pay period.

For the Union:



For the Employer:



3/8/10

Date

**Cleveland
Metroparks**

February 23, 2010

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4101 Fulton Parkway
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216-635-3200
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Gary Barnham
President, CMEA
6325 York Road, Suite 205
Parma Heights, Ohio 4413

Board of Park
Commissioners
Fred Rzepka
President
Bruce G. Rinker
vpe President
David W. Whitehead
Vice President

Executive
Director
Vern J. Hartenburg



RE: Letter of Agreement **Id To Senio** Technician Lfoens Reqtllreen

Dear Mr. Barnham;

Once a CMEA senior technician is required to obtain a State of Ohio Contractor's License to work within his/her professional category, i.e., HVAC, electrical, plumbing, hydronics or refrigeration, actually attain such required license, as well as welders who obtain and maintain all of the following certifications: Tig Pipe; 5G & 6G A.S.M.E. Pipe; Vertical and Pipe Welding; and 3GUP, he/she will receive a premium of \$50 per hour during 2010 and 2011 and \$62 per hour in 2012 and 2013. The effective date of the licensure payment will be the pay period immediately following proof of the employee's attainment of his/her licensure.

Once such license has been obtained, continuation classes required to renew the contractor's license may be taken on park time. Failure to maintain his/her license or allowing the license to lapse for any reason will forfeit such licensure increase.

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Director of Human Resources

Cc: B. Binggeli, Director of Park Operations
P. Nawalaniec, Building Trades Manager

It is so agreed

hf o

Date

**CLEVELAND METROPARKS EMPLOYEES ASSOCIATION
SUBSTANCE ABUSE POLICY**

Section 1. Policy Statement

Both the Union and the Cleveland Metroparks recognize illegal drug usage and workplace alcohol abuse/misuse to be both a threat to the public safety and welfare and to the employees of Cleveland Metroparks. Thus, the Cleveland Metroparks will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy as hereinafter set forth is education, prevention, and rehabilitation.

Section 2. Definitions

(a) The term "drug" includes any controlled substances as defined in the Ohio Revised Code.

(b) The term "illegal drug usage" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) The term "drug test" means a urinalysis test consisting of an initial screening step and confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedures consistent with the U.S. Department of Transportation ("DOT") regulations.

(d) The term "Misuse of Alcohol" means the non-work related use, or possession of ethyl, methyl, or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph (e) for the presence of alcohol in an employee's system while at work).

(e) The term "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e. below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

(f) "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Human Resource Director and members of the Employee Assistance Program and/or covered by the employee's insurance plan.

Section 3. Notice and Education of Employees Regarding Drug/Alcohol Testing

All employees will be informed of the Metroparks drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and/or alcohol misuse. All new employees will be provided with this information when initially hired.

Section 4. Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse

Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

(a) Reasonable Cause Testing

When a supervisor has reasonable grounds to believe that any employee is using or is under the influence of alcohol or controlled substances, the employee in question may be requested to submit to a drug and/or alcohol test.

Reasonable suspicion to request a drug and/or alcohol test is based on a totality of circumstances that may include but are not limited to:

- (1) Abnormal conduct or aberrant behavior;
- (2) Observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- (3) The smell of alcohol on the employee's breath.

A supervisor ordering an employee to take a drug/alcohol test shall give the Human Resource Director, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons will be provided to the employee upon request.

(b) Prior to a return to duty after participation in a substance abuse rehabilitation program, regardless of the duration of the program or the basis for referral, the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(c) PostAccident Testing

Drug and/or alcohol testing may be ordered when an employee is involved in a significant accident.

(d) Random Testing

Cleveland Metroparks shall also implement a random drug/alcohol program for all employees hired after the effective date of this contract. The following conditions and procedures shall apply.

(1) Employees in Cleveland Metroparks hired on or after January 1, 2010 shall be eligible for random testing regardless of position or assignment.

(2) The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify the Manager of HR Administration of the random selection and will coordinate the test scheduling of the selected employees.

(3) Random selection shall be defined as a method of selection in which each and every member of the pool force, regardless of position or assignment, has an equal chance to be selected *for* drug testing each and every time a selection is conducted. Every quarter on a day selected by the testing organization, 10% (rounded to the nearest whole number) of the eligible employees will be drug/alcohol tested on a random selection basis.

(4) Employees on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the Manager of HR Administration.

Section 5. Urine Samples

Prior to testing, the employee will be provided by personnel at the testing location with a "Consent to a Urinalysis Test and Authorization for Release of Medical Information." The form will notify the employee that the results of the drug/alcohol test can result in termination from employment, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to submit to a duly authorized drug test and will constitute a disobedience to an order and will subject the employee to disciplinary action, which could include dismissal.

Specimen collection will occur in a medical setting and conform to DOT regulations. The procedures should not knowingly demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken.

The employee designated to give a sample must show a Metroparks ID card or driver's license, or similar identification, prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

Section 6. Testing Procedure

The Laboratory selected by the Cleveland Metroparks to conduct the analysis must be a professionally qualified laboratory. A five (5) panel drug test shall be used. The testing or processing phase shall consist of a two step procedure: (i) initial screening step, and (ii) confirmation step. The urine sample is first testing using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Samples of negative specimens will not be kept. A positive tested specimen will be retained by the medical provider for a period of one year for use by the employee, in the event he/she should elect to challenge a positive test result by means of independent testing of the specimen at the employee's expense. If that test should prove negative, Cleveland Metroparks shall reimburse the employee for the reasonable cost of such retesting. This reimbursement shall be in addition to any other remedy awarded by an Arbitrator or through the grievance procedure if an employee is found to have been improperly terminated.

If a positive drug test was dilute, it will be treated as a positive test. If a negative drug test is dilute, the employee may be directed to take another test immediately under direct observation.

Section 7. Disciplinary Action

(a) Cleveland Metroparks believes that it is desirable to rehabilitate employees suffering from substance or alcohol or substance abuse. Towards that end, Cleveland Metroparks will continue its policy that employees who test positive for the presence of drug and/or alcohol will, in the absence of circumstances where there has been serious harm to Cleveland Metroparks, its personnel, vendors or the public or a violation of law, not be terminated but will be provided with one last chance to be a dependable employee. As a condition of continued employment, the employee must sign a last chance agreement requiring (1) participate in and satisfactory completion from a drug and alcohol rehabilitation program; (2) no further violation of Cleveland Metroparks drug policy and/or positive tests; (3) random drug and alcohol testing at the direction of Cleveland Metroparks; and (4) acknowledgement that violation of the last chance agreement will result in termination.

(b)- Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall be grounds for dismissal.

Section 8. Right to Appeal

An employee disciplined as a result of a drug test has the right to challenge such discipline through the grievance procedure.

Section 9. Voluntary Participation in a Dependency Program

Employees in need of assistance in dealing with a personal drug and/or alcohol problem are encouraged to voluntarily seek professional assistance through the Employee Assistance Program and/or other acceptable treatment programs. Voluntary assistance should be sought BEFORE drug and/or alcohol abuse affects job performance and endangers fellow employees or members of the public.

The Director of Human Resources or his/her designee shall be advised when an employee is hospitalized or is an out patient as part of drug dependency rehabilitation. Also, upon written request of the employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Section 10.

Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any rule violation or unsatisfactory work performance even though such rule violation or performance may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

Section 11. Procedures Regarding Prescription Medications and Safety Sensitive Employees

If an employee is prescribed a drug or controlled substance with potential behavior influencing or mind-altering characteristics, by a physician, podiatrist, dentist, or other medical professional licensed to prescribe, administer, or dispense, the below procedures will be followed:

At the time a prescription has been written, it is incumbent on the employee to make inquiry of the physician as to the possible side effects as they relate to the employee's ability to perform the essential functions of his/her job. If it is indicated that ingesting the prescription prior to reporting for duty or during work hours may negatively affect the ability to perform the essential functions of the safety sensitive employee's job, same should be reflected in writing by the physician.

The documentation should indicate:

(a) Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the employee to remain at full duty; or

(b) Whether (in short term situations) the employee should be placed on limited duty during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

If the medication is intended as a long-term therapy, and has the potential to affect the ability to perform essential functions, the employee will not be deemed fit for duty unless the treating physician indicates he/she is being closely monitored and the medication is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

The Department Director or his designee will review instances covered in this section and will, if a question exists as to an employee's ability to perform the essential functions of their position, consult with a physician then render a determination.

The Department Director may on a case by case basis, as a condition of employment, with the advice of a physician, require a closer or more frequent monitoring of an employee on certain long-term medication therapy, i.e., psychotropic drugs.

November 4, 2008



Mr. Gary Barnham
CMEA President
6325 York Road, #205
Parma Heights, Ohio 44130

Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144
216-635-3200
FAX 216-635-3286
TTY 216-351-0808

Re: Letter of Understanding • Department of Park Operations and Golf Turf Managers Related to "Hands on" Work by such Managers

Board of Park Commissioners

William J. Ryan
President

Fred Rzepka
Vice President

David W. Whitehead
Vice President

Executive Director-Secretary

Vern J. Hartenburg

Dear Gary:

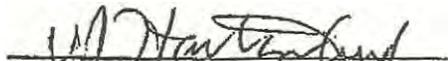
This Letter of Understanding, effective November 1, 2008, serves to underscore the supervisory responsibility and role of Department of Park Operations and Golf/Turf managers, clarifying parameters for "hands on" work that may be performed by such managers. Specifically, park and/or golf turf managers should not engage in non-supervisory work except given the following circumstances:

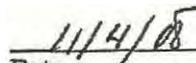
1. Emergency situations whereby managers can and must respond to an emergency necessary to address unanticipated circumstances and/or conditions (emergencies do not include project deadlines).
2. Operation of equipment and/or work tasks for the purpose of teaching, instructing, or demonstrating practices to new, transferred, or promoted employees, etc., and/or for training/demonstration purposes.
3. Managers may "lend a hand," but must not displace personnel. Further, managers should not schedule jobs in such a manner as to purposely leave a particular job or person short-handed so as to necessitate managers having to help with "hands on" work.
4. Managers must not schedule themselves for regular work for the purpose of avoiding or reducing overtime, or for any other reason.

Non-compliance with this Letter of Understanding includes all remedies provided in the CMEA bargaining agreement and/or any administrative remedies deemed appropriate by the Executive Director. Furthermore, to help assure compliance, the Executive Director requests immediate notification upon occurrence of alleged non-compliance.

This correspondence acknowledges that the position description for manager of golf construction will be reviewed and rewritten by December 1, 2008, to accurately reflect the functions of that position. It is recognized that the uniqueness of that position requires flexibility in "hands on" work involving golf course construction, rehabilitation, and/or golf course design.

Sincerely,


Vern J. Hartenburg, Executive Director


Date

It is Hereby Agreed:


Gary Barnham, CMEA President

cc; Diane McDaniel, Director of Human Resources

C.M.E.A. CONSTITUTION AND BYLAW CHANGES

-ARTICLE V, Section 3; shall add after paragraph (a.) an additional paragraph (b.) which will state the following;Any member of the C.M.E.A. Executive Committee and Stewards that apply for a Management or Manager Trainee position within the Cleveland Metroparks,shall withdraw immediately from their C.M.E.A. Executive or Steward post.

-ARTICLE VIII; Section 4 and Section 5 will be deleted an replaced with a new Section 4 as follows; Annual compensation for the C.M.E.A. Executive Committee and Stewards are as follows: President=\$1000, Vice-President=\$800,Committee=\$600,Steward=\$200.These amounts are to be divided and paid on a quarterly basis.

-ARTICLE IX, Section 4; This paragraph shall be deleted and updated with the following;Dues for the year of 2014 shall not increase and will remain at \$25.75. Dues will increase each following year at the percentage equal to the negotiated wage increase for that year. Dues for the year 2015 will increase 2.3% to total \$26.34.Dues for the year of 2016 will increase 2.0% to total \$26.87.

These changes have been authorized by the C.M.E.A. Executive Committee

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Michael E.Wagner

CMEAPresident