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COLLECTIVE BARGAINING AGREEMENT

**GREAT PARKS OF HAMILTON COUNTY
and
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

January 1, 2015 through December 31, 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 EQUAL EMPLOYMENT OPPORTUNITY	1
ARTICLE 4 OPBA BUSINESS.....	2
ARTICLE 5 DUES DEDUCTION	4
ARTICLE 6 PROBATIONARY EMPLOYEES	5
ARTICLE 7 MANAGEMENT RIGHTS.....	5
ARTICLE 8 NO STRIKE OR LOCKOUT.....	7
ARTICLE 9 LABOR/MANAGEMENT COMMITTEE.....	8
ARTICLE 10 PERSONNEL RECORDS.....	8
ARTICLE 11 DISCIPLINE	9
ARTICLE 12 GRIEVANCE PROCEDURE	11
ARTICLE 13 ARBITRATION PROCEDURE	13
ARTICLE 14 COMPUTING TIME.....	14
ARTICLE 15 SENIORITY	15
ARTICLE 16 LAYOFF AND RECALL	16
ARTICLE 17 HOURS OF WORK AND OVERTIME	16
ARTICLE 18 SHIFT BIDS	18
ARTICLE 19 DISTRICT TRANSFERS	18
ARTICLE 20 SPECIAL DETAILS	18
ARTICLE 21 SICK LEAVE.....	19
ARTICLE 22 VACATION	22
ARTICLE 23 PERSONAL DAY.....	23
ARTICLE 24 HOLIDAYS.....	24
ARTICLE 25 INSURANCE	25
ARTICLE 26 FMLA AND ADA OBLIGATIONS.....	25
ARTICLE 27 MILITARY LEAVE	25
ARTICLE 28 OUTSIDE EMPLOYMENT	26
ARTICLE 29 WAGES.....	26
ARTICLE 30 UNIFORMS AND EQUIPMENT.....	28
ARTICLE 31 DRUG AND ALCOHOL TESTING	29
ARTICLE 32 LEGAL DEFENSE/LIABILITY.....	30
ARTICLE 33 OPERS RETIREMENT	30

ARTICLE 34 GREAT PARKS' RETIREMENT BENEFITS.....31
ARTICLE 35 EDUCATIONAL REIMBURSEMENT31
ARTICLE 36 EMPLOYEE COMPLIMENTARY PRIVILEGES32
ARTICLE 37 SERVICE WEAPON/RETIREMENT32
ARTICLE 38 MODIFICATION AND SEPARABILITY32
ARTICLE 39 DURATION33

ARTICLE 1

PREAMBLE

Section 1.1 This Agreement, entered into between Great Parks of Hamilton County (“Great Parks” or “Employer”) and the Ohio Patrolmen’s Benevolent Association (“OPBA” or “Union”) acting on behalf of the full-time Park Rangers (“Employee”), has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code (“O.R.C.”). Great Parks and the Union also may be referred to collectively as “Parties.”

Section 1.2 All Sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with O.R.C. Section 4117.10(A). The Parties agree that some Sections of the Agreement may specifically identify certain Ohio laws that are or are not superseded. Where applicable under O.R.C. Section 4117.10(A), if a Section does not specifically indicate that Ohio law is superseded and that Section is inconsistent with Ohio law, that Section shall nevertheless be interpreted to supersede Ohio law.

ARTICLE 2

RECOGNITION

Section 2.1 Great Parks recognizes the OPBA as the sole and exclusive representative of its Full-Time Park Rangers, pursuant to the certification of SERB in Case No. 2014-REP-04-0051, dated August 14, 2014, as follows:

Included: Full-Time Park Rangers

Excluded: All other employees

Section 2.2 Any dispute between the Parties as to future inclusions or exclusions from the bargaining unit resulting from the establishment of new or changed classifications or titles shall be governed by O.R.C. 4117.

ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITY

Section 3.1 Great Parks and the Union agree to provide equal employment opportunities to all persons consistent with applicable federal, state, and municipal equal employment opportunity laws prohibiting discrimination and/or harassment based on race, sex (including pregnancy), age (40 and older), disability, military status, genetic information, religion, ancestry, color, national origin, or any other statutorily protected group status. Great Parks and the Union also agree there will be no discrimination or retaliation toward Employees because of their participation or non-participation in Union affairs.

Section 3.2 Great Parks and the Union promote a workplace free from all forms of harassment or discrimination consistent with applicable federal, Ohio and municipal laws. Accordingly, all Employees shall abide by, and refer to, Great Parks’ “Equal Employment Opportunity” and “Harassment and Discrimination” policies set forth in the Employee Handbook – which may be changed from time to time.

Section 3.3 References to the masculine gender will be read and construed in the feminine gender as well – unless otherwise indicated.

ARTICLE 4

OPBA BUSINESS

Section 4.1 Great Parks recognizes the Union's right to select 2 members and 1 alternate member of the bargaining unit to serve as OPBA Directors to conduct approved Union business under this Agreement. The alternate shall act as a Director when one of the OPBA Directors is absent from work.

Section 4.2 The Union is authorized to select up to 3 representatives to conduct approved Union business for the bargaining unit. An OPBA Director, upon giving prior reasonable notice and receiving prior authorization from the Chief Ranger or Designee, will be allowed reasonable time off from his regular work assignment during his scheduled on duty time to investigate a grievance, consult with Great Parks in processing a grievance, or to assist in the settlement of disputes (e.g., attend disciplinary, grievance, and/or arbitration hearings) – so long as it does not interfere with Great Parks' operational needs nor create overtime. An OPBA Director will be paid at his regular rate of pay for such time spent on a no-loss, no-gain basis. The OPBA recognizes the operational needs of Great Parks and shall cooperate to keep such lost work time to a minimum. Absent prior written approval by the Chief Ranger or Designee, at his sole discretion, OPBA business, other than that expressly provided herein, shall not be conducted by an OPBA Director (or any other Employee) on Great Parks' time. Additionally, absent the above-referenced prior written approval, no OPBA activity shall interfere with the involved Employee's work assignment nor the work assignment of any other Employee.

Section 4.3 No later than 30 calendar days after the Effective Date of this Agreement, the Union agrees to provide Great Parks with:

- a. the name, address, and telephone number of the professional staff member who will act as representative for the Union local; and
- b. the names of the 3 local OPBA Directors.

It also shall inform Great Parks of any changes no later than 30 calendar days after the change.

Section 4.4 The Union further agrees to keep such lists current, and Great Parks has no obligation to recognize or communicate with any Union official or Director not so designated.

Section 4.5 Rules governing the activity of Union representatives are as follows:

- a. the Union agrees that no representative of the Union (Employee or non-Employee) shall interfere, interrupt or disrupt the normal work duties of other Employees unless authorized by this Agreement or with the express prior approval of the Chief Ranger or Designee. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express prior approval of the Chief Ranger or Designee.

- b. except as expressly provided herein, or is otherwise previously approved, in writing, by the Chief Ranger or Designee (in his sole discretion), the Union shall not conduct Union activities in any work area during work hours. The Union agrees it cannot exclude non-Union members from common areas to discuss Union business.

Section 4.6 The Union representative or Employee shall cease unauthorized Union activities immediately upon the request of any supervisor of the area in which Union activity is to be or is being conducted.

Section 4.7 The Union is permitted to have up to 3 Employees released to attend scheduled collective bargaining negotiation sessions (as well as all other applicable alternate dispute resolution proceedings set forth in O.R.C. Chapter 4117) with Great Parks. Those OPBA bargaining committee members will receive their regular hourly rate on bargaining negotiation days solely for those hours that coincide with their regularly scheduled work hours on that day. They shall not be compensated for pre-or post-bargaining negotiation session activities with the Union. They will be required to work their regular shift hours before the Parties' bargaining session start time and after that session ends. No overtime payment will be made to Employees serving on the negotiation committee. If a work emergency arises during a bargaining session that requires their attendance, the bargaining committee member will be released to attend to that emergency.

Section 4.8 Great Parks shall make available a bulletin board at each District Office for Union business purposes. Union Directors shall be responsible for posting and/or approving the posting of notices, which Employees may read when reporting to or leaving their work stations, or during their non-duty time.

The Union agrees no notices will be placed on the bulletin board which contain any language or visuals that contain:

- a. personal attacks upon any Great Parks employee (whether or not he is a bargaining unit member) or Great Parks official;
- b. scandalous, scurrilous or derogatory attacks upon Great Parks or any other person or entity;
- c. any material violative of Great Parks' equal employment opportunity, workplace harassment/discrimination, or workplace violence policies; or
- d. comments upon a candidate for public or Union office.

If Great Parks determines a posted notice violates this sub-Section, it will immediately remove the notice and schedule a meeting with the Union. If an agreement cannot be reached concerning the notice or posting in question, Great Parks shall implement its determination, subject to challenge by the Union through the grievance and arbitration procedure.

Section 4.9 The OPBA shall provide an advance written request to the Chief Ranger or Designee of its desire to have space made available on Great Parks' premises for Employees to vote on various Union business on certain date(s) and time(s). If granted, such Union activity shall not: be conducted on Great Parks' time; interfere with Employees' work assignments; interfere with Great Parks' operational needs; or create overtime.

Section 4.10 Whenever the word “Employee” or “Bargaining Unit” is used in this Agreement, it shall be deemed to mean the Employee(s) in the bargaining unit covered by this Agreement.

ARTICLE 5

DUES DEDUCTION

Section 5.1 Upon presentation of a written deduction authorization signed by the Employee, Great Parks, on a monthly basis, will cause the deduction of the periodic dues, initiation fees and assessments (“dues deduction”) of Union members covered by this Agreement and the Union’s Office Manager will promptly issue a receipt to Great Parks for all membership dues, initiation fees, and assessments within 10 calendar days of payment. The dues deduction shall be in an amount certified by the Union. The Union also shall provide Great Parks with a membership roster no later than 30 calendar days after the Effective Date of this Agreement and any updates as necessary.

Section 5.2 The Union agrees that it will indemnify and hold Great Parks (and all Great Parks Employees involved in the payroll process) harmless from any and all claims against Great Parks by reason of any action taken under this Article and from any and all costs and expenses arising out of any such claims.

Section 5.3 Great Parks shall be relieved from making such dues deductions upon:

- a. termination of employment;
- b. transfer to a job other than one covered by the bargaining unit;
- c. lay off from work;
- d. an approved leave of absence without pay;
- e. written revocation of the dues deduction authorization by the Employee (in which case a fair share fee shall be deducted per Sections 5.7 and 5.8); or
- f. decertification of the OPBA as the exclusive representative for the Employees.

Section 5.4 Great Parks shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

Section 5.5 If an Employee believes a refund is due from the Union, he shall notify the Union directly. Great Parks shall not be liable for any such refund. If Great Parks, for some reason, inadvertently fails to make a dues deduction for a Union member, then it shall make that deduction in the next applicable pay period after it is notified of the error.

Section 5.6 Great Parks will forward all applicable membership dues collected to the Union’s Office Manager. Along with forwarding those membership dues, Great Parks also will forward a list of names and addresses of all Employees whose membership dues have been deducted.

Section 5.7 Employees who choose not to become members of OPBA shall, as a condition of continued employment, within 60 calendar days of the effective date of this Agreement (or within 60 calendar days of their date of hire), pay to OPBA a Fair Share Fee on a

monthly basis. This provision shall not require any Employee to become or remain a member of OPBA, nor shall the Fair Share Fee exceed the dues paid by members of OPBA in the same bargaining unit. OPBA is responsible for notifying Great Parks of the Fair Share Fee amount. OPBA shall comply with Ohio Revised Code Section 4117.09(C) and any applicable regulations regarding Fair Share Fees and rebate procedures.

Section 5.8 OPBA maintains an internal Fair Share Fee notice, rebate, and appeal procedure and it shall administer its Fair Share Fee rebate procedure pursuant to applicable Ohio law. All disputes concerning the amount of the Fair Share Fee shall not be subject to the grievance and arbitration procedure of this Agreement. Rather, such disputes solely shall be resolved under the OPBA's internal rebate reduction procedure.

ARTICLE 6

PROBATIONARY EMPLOYEES

Section 6.1 Newly hired full-time Employees or full-time Employees new to the Ranger Department shall be considered probationary for a period of 365 calendar days from the first day that the Employee reports to work as a full-time Ranger. Employees retained by Great Parks beyond the probationary period acquire seniority as of their most recent full-time hire date. Benefits for newly hired Employees shall become effective upon the first date of employment as a full-time Ranger, except as otherwise indicated in this Agreement.

Section 6.2 During the probationary period, Great Parks may terminate or discipline any probationary Employee at will and such termination or other discipline shall not be subject to the Grievance and Arbitration procedure of this Agreement. The probationary Employee also shall not receive a pre-disciplinary hearing for any discipline (including termination) he receives. In all non-disciplinary matters, the probationary Employee is entitled to Union representation including the Grievance and Arbitration procedure.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1 Except as expressly modified or restricted by a specific provision in this Agreement, the Union recognizes that Great Parks shall have the exclusive right to manage its operations, control the premises, direct the workforce, and maintain efficiency of operations. These management rights include Great Parks' right to:

- a. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of Great Parks, standards of services, its overall budget, subcontracting permitted by law, utilization of technology, and organizational structure;
- b. to direct, supervise, and evaluate the work of Employees;
- c. maintain and improve the efficiency and effectiveness of Great Parks' operations;
- d. to determine the mission of the Safety Department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission and

conduct its operations, including the assignment of other non-bargaining unit Ranger employees to cover certain work hours or shifts;

- e. to determine the size (including the creation of new positions), composition, and job duties of the workforce;
- f. to suspend, discipline, reduce, demote, or terminate Employees for just cause;
- g. to lay off Employees or abolish positions;
- h. to hire, schedule, promote, demote, transfer and assign Employees;
- i. to recruit, select, and determine the qualifications and characteristics desired in new hires;
- j. to schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- k. to determine the locations, size and number of facilities;
- l. to determine the quality standards and level of service required to promote efficient operations;
- m. to schedule Employees and establish their hours, shifts, location, and days of work;
- n. to select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;
- o. to determine the adequacy of the workforce, as well as to make, amend, and require conformance to rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- p. to train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- q. to generally manage the Ranger Department's business as it deems best;
- r. to enforce a Drug and Alcohol Policy permitting discipline, up to and including termination, for any violation thereof, subject to the "just cause" provisions of this Agreement;
- s. to establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof, subject to the "just cause" provisions of this Agreement;
- t. to promulgate rules and regulations, general orders, policies, and standard operation procedures or guidelines (collectively "Rules"); and
- u. to take necessary action during emergency situations.

Section 7.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by Great Parks.

Section 7.3 Great Parks will give the Employees prior notice of any proposed Rules that directly affect Employees and permits the Employees, upon request, to meet and discuss them. The Union will provide any written objections to the Chief or authorized designee within 7 calendar days of any such meeting.

ARTICLE 8

NO STRIKE OR LOCKOUT

Section 8.1 Great Parks and the Union agree that a work stoppage of any kind may create a clear and present danger to the health and safety of the public. This Agreement, in turn, provides a process for the orderly resolution of grievances. Therefore, the Parties agree that during the term of this Agreement, no Employee shall engage in any strike, slow-down, speed-up, cessation, stoppage or refusal to perform work or engage in any other concerted activity which would interrupt Great Parks' operations or services, including any intermittent strike.

Section 8.2 The Union, its officers and agents, shall not in any way authorize, assist, condone, encourage, or participate in any strike, slow-down, speed-up, cessation, stoppage or refusal to perform work, including any intermittent strike during the term of this Agreement.

Section 8.3 In addition to any liability, remedy, or right provided by applicable law or statute, should a strike, slow-down, speed-up, cessation, stoppage or refusal to perform work occur during the term of this Agreement, the Union, within 24 hours of a written request by Great Parks to the OPBA attorney, and with good cause shown, shall:

- a. shall issue a media press release and respond to any media inquiry that the OPBA publicly disavows such action by the Employees;
- b. advise Great Parks, in writing, that such action by Employees has not been caused, sanctioned, supported, or approved by the Union;
- c. notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
- d. post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 8.4 Great Parks agrees that it will not lockout Employees during the term of this Agreement.

Section 8.5 Nothing in this Article shall be construed to limit or abridge Great Parks' or the Union's right to seek other available remedies provided by law to address any unauthorized or unlawful work stoppages or lockouts.

ARTICLE 9

LABOR/MANAGEMENT COMMITTEE

Section 9.1 If requested by either Party, a Quarterly Labor Management Meeting will be held between Great Parks and the Union at a mutually agreeable date and time. Those meetings also may be held on a more frequent, as-needed, basis upon agreement of the Parties. Said committee may be composed of up to 3 representatives of Great Parks and up to 3 representatives selected by the Union. At least 7 calendar days in advance of the scheduled meeting, either Party may submit a written agenda outlining the items to be discussed.

Such meetings may include discussion of: the administration of the Agreement, information of general interest, and/or health and safety matters.

Section 9.2 The OPBA committee members will receive their regular hourly rate for their attendance at Labor/Management Committee meetings solely for those hours that coincide with their regularly scheduled work hours on that day. They shall not be compensated for pre- or post-meeting activities with the Union. They will be required to work their regular shift hours before the Parties' meeting start time and after that meeting ends. No overtime payment will be made to Employees serving on the Labor/Management Committee. If a work emergency arises during a meeting that requires his attendance, the Employee will be released to attend to that emergency.

ARTICLE 10

PERSONNEL RECORDS

Section 10.1 An Employee (provided he has not made a request more than one time in any 30 calendar day period) may inspect his personnel file (or medical records file – kept in a separate file). In doing so, he shall make an appointment with an Employee Services representative during normal business hours, Monday through Friday, which will be scheduled at a mutually convenient date and time.

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

Section 10.2 There shall be one official personnel file for each Employee, which shall be maintained in the Employee Services Office. A copy of all documents relating to conduct, discipline or work performance in the official file shall be given to the Employee at the time of its placement.

Section 10.3 If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, he may write a memorandum or letter explaining his position and have it attached to the document(s) in question.

Section 10.4 Any Employee's or OPBA representative's request for copies of material in his personnel file is subject to a reasonable copying charge imposed at Great Parks' discretion.

Section 10.5 Great Parks will notify an affected Employee of any requests for his personnel file under the Ohio Public Records Act. The Employee and/or the Union may request a meeting with Employee Services to discuss the release of records. The Ohio Public Records Act shall govern any and all such requests.

ARTICLE 11

DISCIPLINE

Section 11.1 Just Cause. Great Parks shall have the right to terminate, suspend or discipline any Employee for just cause. In issuing discipline, Great Parks may take into account the nature of the infraction, the Employee's disciplinary record, the Employee's seniority date, and/or his performance record.

Section 11.2 Examples. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance, or violations of local, state, or federal law or Great Parks' rules, regulations, policies, general orders, standard operating procedures or guidelines (collectively "Rules") shall be just cause for disciplinary action.

Section 11.3 Written Discipline. All discipline will be reduced to writing and shall state the specific actions of the violation, the specific Rule(s), if applicable, alleged to have been violated, and the amount of discipline imposed. Employees shall be advised of all discipline and provided a copy of all disciplinary actions. Forms of discipline are: counselings; reprimands; training; suspension without pay; and/or termination.

Section 11.4 Grievance and Arbitration Procedures – Exclusive Recourse. The Grievance and Arbitration Procedures of this Agreement shall be the Employee's sole and exclusive recourse to challenge any issued discipline. Written discipline (except suspension without pay or termination) may be appealed to Steps 1, 2, and 3 of the Grievance Procedure but shall not be appealed to Step 4 (Arbitration). Suspensions without pay and terminations shall be initiated at Step 3 of the Grievance Procedure and may be appealed to Step 4 (Arbitration).

Section 11.5 Unsubstantiated Complaints. Unsubstantiated complaints against an Employee will not be placed in an Employee's personnel file.

Section 11.6 Utilization of Past Discipline. After 18 months (each month represents 30 consecutive calendar days), if no further corrective or disciplinary action has been taken against the Employee, written discipline (except suspensions without pay or termination), will not be utilized in determining subsequent disciplinary actions. After 3 years, if no further corrective or disciplinary action has taken place against the Employee, suspensions without pay of 5 days or less will not be utilized in determining subsequent disciplinary actions. After 5 years, if no further corrective or disciplinary action has taken place against the Employee, suspensions without pay of 6 or more days will not be utilized for determining subsequent disciplinary actions.

Section 11.7 Criminal Investigations. An Employee who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his Miranda rights.

Section 11.8 Internal Investigations. During an internal investigation, and where applicable, Employees required to respond to questions will be informed of their Garrity rights. Employees also will be advised that any refusal to answer questions truthfully and completely, or participate in an internal investigation, may result in discipline up to and including termination. All Employees, as law enforcement personnel, shall fully cooperate in any such internal investigation. Failure of Great Parks to provide such information shall not effect (and is independent from) any discipline that may be assessed against the Employee based on the conduct that triggered the internal investigation.

At any time an internal investigation concerning an Employee occurs where discipline will or may reasonably result to him, the Employee will be notified when he is first questioned, that such result is possible.

Any time an Employee is required to answer questions as a part of a disciplinary investigation, and he is the subject to the disciplinary investigation, Great Parks shall advise him of the general nature of the complaint and/or allegations against him; that he is the subject of the disciplinary investigation; and that he may request the presence of a Union representative (whether a local Employee or an OPBA attorney).

When an Employee suspected of a violation is being interviewed, such interview shall be recorded at the request of either Party by the requesting Party. If recordings are made, the other Party shall be provided a copy.

Nothing herein shall be construed as restricting Employees from reporting violations of Departmental Rules or policy committed by other Employees. All Employees shall be responsible for reporting violations of Department Rules and regulations, statutes, and appropriate standards of conduct.

Section 11.9 Pre-Disciplinary Hearing. Whenever Great Parks determines that an Employee may be suspended without pay or terminated, a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Pre-disciplinary hearings will be conducted by the Chief Ranger or Designee. Not less than 84 hours prior to the scheduled starting time, Great Parks will provide to the Employee a written outline of the charges which may be the basis for disciplinary action. At that time, Great Parks shall provide the Employee with copies of all records comprising the administrative investigation, provided such records already have not been provided to the Employee and are not protected from disclosure by any applicable law. The formal charge of misconduct shall: (a) be placed in writing; (b) specify the misconduct; and (c) disclose the witnesses to be relied upon (other than as rebuttal witnesses) – except in cases in which the Chief Ranger or Designee determines that the identity of a witness shall not be disclosed in advance. In such a case, a continuance will not be opposed by Great Parks once the identity is disclosed. The Employee may choose to:

- a. appear at the hearing to present an oral or written statement in his defense with a Union representative (which may be an OPBA Director and/or OPBA attorney) also present;
- b. appear at the hearing to present an oral or written statement in his defense and/or have a Union representative (which may be an OPBA Director and/or OPBA attorney) present an oral or written statement in defense of the Employee;

- c. appear at the hearing to present an oral or written statement in his defense and/or request that legal counsel present an oral or written statement on his behalf; or
- d. elect to waive (in writing) the opportunity to have a pre-disciplinary hearing.

The Employee (directly by him or indirectly through a Union representative) must elect to exercise, in writing, one of the options listed above concerning a pre-disciplinary hearing. An Employee also may elect to waive the pre-disciplinary hearing, but the waiver must be in writing. An Employee's request for an OPBA attorney to participate as his Union representative will not result in a delay of more than 24 hours from the start of the pre-disciplinary hearing.

At the pre-disciplinary hearing, the Chief Ranger or Designee will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.

At the pre-disciplinary hearing, the Employee and Employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. Great Parks may be represented by any person(s) it chooses. The Employee shall provide a list of witnesses to the Chief Ranger or Designee as far in advance as possible, but no later than 36 hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his witnesses that he desires their attendance at the pre-disciplinary hearing.

At the pre-disciplinary hearing, the Employee or his Union representative and Great Parks and its representative will be permitted to cross-examine witnesses. An Employee who chooses not to speak on his behalf at the pre-disciplinary hearing will not be considered a witness. A written report will be prepared by the Chief Ranger or Designee which will contain a finding of whether or not the alleged misconduct occurred. The Chief Ranger or Designee will decide what discipline, if any, is appropriate. A copy of the Chief Ranger's findings will be provided to the Employee within 14 calendar days following the hearing.

Pre-disciplinary hearings shall be recorded. A copy of the recording may be furnished to the Employee, at the Employee's request, within 48 hours of the close of the hearing. The Employee may also record the hearing.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by Great Parks' applicable Rules (defined in Article 7, sub-Section 7.3), Federal and/or State laws, and/or by the United States or State of Ohio constitutions.

Section 12.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving a suspension without pay or termination shall be initiated at Step 3 of the Grievance procedure. The aggrieved Employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to

that effect, or by permitting the time requirements at any step to lapse without further appeal. The withdrawal of any grievance shall have no prejudicial effect.

Any grievance not answered by Great Parks' representatives within the stipulated time limits may be advanced by the Employee to the next step in the Grievance procedure. Any grievance that is not processed within the time limits set forth in this Agreement shall be considered resolved based on Great Parks' last answer. Time limits set forth herein may only be extended upon mutual written agreement.

A grievance may be brought by any Employee. Where a group of Employees desire to file a grievance involving a situation affecting more than one Employee in a similar manner, one Employee selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance. Each aggrieved Employee who desires to be included in such grievance shall sign the grievance.

Wherever used in this Grievance procedure, the word "day" shall mean calendar day. The computing of any time period will be governed by Article 14, Computing Time.

Section 12.3 An Employee may orally discuss any dispute he may have with his supervisor but for such dispute to be filed as a grievance, it shall be reduced to writing. Moreover, such written grievance must be submitted under the Grievance procedure no later than 7 calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. Moreover, under this "knows or should have known" standard, no such grievance shall be filed more than 60 calendar days after the actual occurrence that gave rise to the grievance.

Section 12.4 All grievances must be submitted on a form agreed to by the Parties and must contain the following information to be considered:

- a. aggrieved Employee's name and signature;
- b. date, time, and location of grievance;
- c. description of incident giving rise to the grievance;
- d. date incident was first discussed with supervisor, if applicable;
- e. name of supervisor with whom incident was first discussed, if applicable;
- f. date grievance was filed in writing;
- g. article(s) and Section(s) of the Agreement alleged to have been violated; and
- h. desired remedy to resolve the grievance.

Section 12.5 Any grievant may, if he so desires, have a Union representative (which may be an OPBA Director and/or OPBA attorney) accompany him at any step or meeting provided for in this Article. The Union representative also may submit the grievance at the applicable step on the Employee's behalf. An Employee's request for an OPBA attorney as his Union representative will not result in a delay of more than 24 hours from the start of any meeting.

Section 12.6 It is the mutual desire of Great Parks and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every

responsible effort shall be made by Great Parks and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

- Step 1: Within the established time limits, the aggrieved Employee shall submit his written grievance to the Captain or Designee. It shall be the responsibility of the Captain or Designee to investigate the matter and to provide a written response to the aggrieved Employee no later than 10 calendar days after his receipt of the grievance.
- Step 2: If the grievance is not resolved in Step 1, the Employee may within 10 calendar days after receipt of the Step 1 reply, refer the grievance to the Chief Ranger or Designee. The Chief Ranger or Designee shall have 10 calendar days in which to schedule a meeting with the grieved Employee and any desired Union representative. The Chief Ranger or Designee shall investigate and respond in writing to the grievance no later than 10 calendar days after the meeting date or 10 calendar days after receipt of the grievance, whichever is later.
- Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the Executive Director or Designee within 10 calendar days after receiving the Step 2 reply. The Executive Director or Designee has 10 calendar days in which to schedule a meeting with the aggrieved Employee and any desired Union representative. The Executive Director or Designee shall investigate and respond in writing to the grievant and/or appropriate Union representative no later than 14 calendar days following the meeting.
- Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of Article 13 below.

ARTICLE 13

ARBITRATION PROCEDURE

Section 13.1 The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within 15 calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify Great Parks in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the Party or Parties canceling the arbitration. Any grievance not submitted to arbitration within the 15 calendar day period described above shall be deemed settled on the basis of the last answer by Great Parks or its representative(s).

- a. The arbitrator shall be selected in the following manner: The Parties shall jointly request a panel list of 9 arbitrators whose primary residence is within 125 miles of Cincinnati, Ohio from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select an arbitrator from an FMCS panel by the alternate strike method. Either Party may once reject the initial FMCS panel and request another panel from FMCS. FMCS rules shall apply to the conduct of hearings. The Parties may at any time mutually agree, in writing, to an alternate arbitration service or method of selection of an arbitrator.

- b. If either Party challenges the arbitrability of a grievance, it shall notify the other Party of its challenge and intent to raise the issue on or before Step 3 of the Grievance Procedure. At the arbitration hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator in the same hearing.
- c. The arbitrator shall have no power or authority to add to, subtract from, modify, or otherwise alter this Agreement.

The sole function of the arbitrator shall be judicial (not legislative), where he interprets the written provision(s) of this Agreement and applies them to the specific facts presented at the hearing.

- d. The decision of the arbitrator shall be final and binding on the grievant, the Union, and Great Parks, subject to applicable law. The arbitrator shall be requested to issue his decision within 30 calendar days after the conclusion of testimony and arguments and submission of final briefs.
- e. The fees and other costs for the services of the arbitrator shall be borne equally by Great Parks and the Union. The fees and costs of any non-Employee witnesses shall be borne by the Party calling them. The fees of the court reporter shall be paid by the Party asking for one, or split equally by the Parties if both Parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours occur during his regularly scheduled working hours on the day of the hearing. He, however, shall not be compensated for his attendance at any such hearing, or part of that hearing, that occurs after his regularly scheduled work hours.

Each Party solely shall be financially responsible for their hearing exhibits. The arbitration hearing will be held at Great Parks' Winton Road facility. If either Party demands the arbitration hearing be held at another location that involves a room rental fee, then that Party solely shall be financially responsible for the entire room rental costs.

Section 13.2 Written discipline (except suspensions without pay or termination) may be appealed to Steps 1, 2 and 3 of the Grievance procedure. They shall not be appealed to Step 4 (Arbitration). Suspensions without pay and terminations shall be initiated at Step 3 of the Grievance Procedure and may be appealed to Step 4 (Arbitration).

Section 13.3 This Agreement provides for final and binding arbitration of grievances, including disciplinary actions set forth in Article 11, consistent with O.R.C. 4117.10.

ARTICLE 14

COMPUTING TIME

Section 14.1 In computing any period of time prescribed by this Agreement, the day of the act, event, or occurrence from which the designated period of time begins to run shall not be included. If the last day of a designated period ends on a Saturday, Sunday, or recognized

Great Parks holiday, then the designated period shall extend to the next calendar day which is not a Saturday, Sunday, or recognized Great Parks' holiday.

ARTICLE 15

SENIORITY

Section 15.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Ranger in the service of Great Parks from his most recent full-time hire date. If 2 or more Employees have the same full-time hire date, then the Employee with the lowest last digit in his Social Security number will be considered "most senior." If that last digit is the same number, then the same process will continue with the next to last digit and so on.

Section 15.2 Accrual. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to his full-time hire date.

Section 15.3 Loss of Seniority. An Employee's seniority and employment status shall terminate when he:

- a. voluntarily resigns;
- b. is terminated for just cause;
- c. fails to report to work at the termination of an authorized leave of absence;
- d. fails to notify Great Parks of his intent to return to work on a recall from layoff, within 10 calendar days following the date of receipt or attempted delivery of the recall letter, with a copy to the Union to the last address furnished to Great Parks by the Employee. It shall be the responsibility of the Employee to advise Great Parks of his current address.
- e. fails to return to work within 14 calendar days following the receipt or attempted delivery of the recall notice – unless a different return to work date is specified in the notice;
- f. retires; or
- g. has been laid off for a period in excess of 18 months (each month equals 30 calendar days) without being recalled.

Section 15.4 Application. Except for calculating vacation (Article 22), this seniority definition will govern all other aspects of this Agreement where seniority is a factor.

Section 15.5 Seniority List. Great Parks will provide the Union with 1 copy of a seniority list within 30 calendar days after the Effective Date of this Agreement. That list will include the Employee's name, job classification, and last date of hire as a full-time Ranger with Great Parks. Great Parks also will provide the Union with a current seniority list on the first work day of each applicable payroll year of this Agreement.

ARTICLE 16

LAYOFF AND RECALL

- Section 16.1 Great Parks, in its sole discretion, may lay off Employees in the bargaining unit. If Great Parks determines it is necessary to lay off one or more Employees, then the principle of seniority (as defined in Article 15, Seniority) shall be used to determine which Employee(s) shall be laid off. Employees will be laid off by inverse seniority.
- Section 16.2 Employees who are laid off shall be placed on a recall list for a period of 18 months (each month equals 30 calendar days). If there is a recall, Employees who still are on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within 180 calendar days of the recall.
- Section 16.3 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. Great Parks shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.
- Section 16.4 The recalled Employee shall have 10 calendar days following the date of receipt or attempted delivery of the recall notice to notify Great Parks of his intention to return to work and shall have 14 calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 17

HOURS OF WORK AND OVERTIME

- Section 17.1 Standard Work Period. The standard work period shall consist of 14 consecutive 24 hour periods during which an Employee shall be assigned to five 8-hour workdays followed by two consecutive days off and/or four 10-hour workdays followed by three consecutive days off. While working either of those two schedules: (a) an Employee will not be scheduled to work more than two different shifts in a standard work period, excluding overtime hours; and (b) there shall be at least 12 hours between an Employee's scheduled shifts, excluding overtime hours. The preceding sentence applies to the first and last day of a shift trade but is subject to an Employee waiver with Great Parks' consent – on a case-by-case basis. Employees generally will be scheduled to work 80 hours per pay period. Work schedules are posted electronically in the Ranger Schedule Database. Employees shall also be dressed for work and begin work at the start of their designated shift and shall remain dressed until the end of their designated shift.
- Section 17.2 Assignment/Computing Overtime. Great Parks has the right to require Employees to work overtime. Work performed in excess of 80 actual hours in an established 14 day consecutive work period of 80 hours shall be compensated at the rate of 1 ½ times the Employee's regular rate of pay. Work hours, for purposes of calculating overtime, include vacation, sick, holiday, and personal time.

- Section 17.3 Reporting Off. If any Employee is scheduled to work overtime but reports off for any reason, his scheduled overtime is cancelled and he shall not receive any otherwise applicable pay for that time off.
- Section 17.4 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.
- Section 17.5 Overtime Authorization and Reporting Procedures. The use of overtime, including without limitation, special meetings, trainings, events, and other non-emergency activities relating to the Employee's duties at Great Parks shall require prior and proper authorization to work in excess of his normally scheduled shift. In emergency situations, Employees shall notify a supervisor as soon as possible. Overtime authorization shall be approved by the Chief Ranger or Designee. Employees that work an authorized overtime period shall complete, validate, and submit an overtime explanation with their timecards.
- Section 17.6 Court Appearance. An Employee will be paid a Court Pay Differential for a minimum of 3 hours at 1½ times the Employee's hourly straight time pay rate for any required court appearances that occur outside of their scheduled shift. An Employee will be considered "on the clock" starting 30 minutes prior to his designated Court Appearance time.
- Section 17.7 Extended Shift Pay Differential. An Employee will be paid an Extended Shift Pay Differential for any required time that occurs outside of his scheduled shift. In such a situation, he will be paid at 1½ times the Employee's hourly straight time pay rate pursuant to the Safety Operation Manual, which may be changed from time to time, and with approval from his supervisor.
- Section 17.8 Time Off Requests. Employees shall submit to their supervisor all time off requests, including vacation, holiday, and personal time off requests. Written requests for 1-3 consecutive shifts off, unless exigent circumstances arise, should be delivered to the District Supervisor or Designee no later than 48 hours in advance. Written requests for more than 3 consecutive shifts off, unless exigent circumstances arise, should be delivered to the District Supervisor or Designee no later than 28 calendar days in advance. The failure of an Employee to deliver a time off request within the above-referenced time periods shall not automatically result in denial of the request. All time off requests (including those submitted in less than the required notice period) may be denied for operational reasons. Sick time off requests are governed by Article 21.
- Section 17.9 Required Off-Duty Training. An off-duty Employee who is required to attend (and attends) training or firearms qualification will be paid at the applicable pay rate for a minimum of 2 hours. An Employee will be considered "on the clock" starting 30 minutes prior to the start of his required firearms qualification time.
- Section 17.10 Shift Trades. Employees may temporarily trade shifts solely with other Employees within their assigned District subject to all of the following conditions:
- a. all written requests must be approved, in advance and in writing, by the District Supervisor or Designee;
 - b. shift trades shall not create overtime liability for Great Parks; and

- c. the denial of shift trades are subject to the Grievance Procedure but shall not be subject to Arbitration. The approval of shift trades shall not be subject to the Grievance and Arbitration Procedure.

ARTICLE 18

SHIFT BIDS

Section 18.1 Great Parks will supply the seniority list and shift schedule to each District. Employees will bid for their desired shift in their assigned District annually by seniority (defined in Article 15). Such bidding (within the assigned District) will be completed during the period November 1 through 10 of the preceding payroll year for the work schedule to commence on the first day of the first pay period of the new payroll year. The District Supervisor or Designee will submit the final shift bids by District to the Chief Ranger or Designee no later than November 10. If no shift bid(s) or incomplete shift bid(s) are submitted for a District by the Employees, then the current shift assignments for that District will remain in place for the new payroll year.

ARTICLE 19

DISTRICT TRANSFERS

Section 19.1 District Vacancy. When a District opening becomes available, Great Parks will notify the Employees by email. Employees interested in transferring to that District opening must respond by email no later than 14 calendar days after the date of the email notification. The District opening will be assigned to the Employee with the highest Great Parks' seniority (defined in Article 15). The transferring Employee will assume that open shift for the remainder of the payroll year.

Section 19.2 Administrative Transfer. In order to maintain and improve the efficiency and effectiveness of its operations, Great Parks can transfer an Employee(s) to a different District. Unless otherwise not practicable, Great Parks will provide 14 calendar days notice prior to the transfer. The Employee, however, may waive any or all of that 14 calendar day notice period. The transferred Employee(s) will assume the applicable shift in that District for the remainder of the payroll year.

ARTICLE 20

SPECIAL DETAILS

Section 20.1 The following procedure shall govern Special Detail Assignments. A single list of all sworn Rangers (listed in order of Great Parks' seniority – see Article 15 for calculation of full-time Employee seniority) shall be maintained and utilized to fill extra Special Detail Assignments. This list will include (from top to bottom) full-time Rangers, Sergeants, part-time Rangers, seasonal Rangers, the Lieutenant, and the Captain (collectively "Rangers" in this Article 20) in order to distribute such assignments within the Ranger Department in a fair and equitable manner. Special Detail Assignments will be offered on a rotating basis to the above-referenced Rangers in the order listed above.

Section 20.2 The offer will be communicated by telephone to the applicable Ranger's cell phone (work cell if on duty, personal cell if off duty). Great Parks will utilize the personal cell number maintained by Ranger Dispatch. If the Ranger immediately answers the call, he will be given 15 minutes to accept or reject the offer. When that Ranger accepts or rejects a Special Detail Assignment, the next Ranger on the list will be eligible for the next Special Detail opening. If the Ranger does not take the call (or the message goes to his voicemail), then the next Ranger on the list will be contacted. If the Ranger who could not be reached directly calls back and an opening still exists, then he can accept or reject that particular opening.

Section 20.3 Unless he receives prior written authorization from the Chief Ranger or Captain, no Ranger will be permitted to select more than one Special Detail Assignment (i.e., each available time slot) per telephone call.

Section 20.4 Great Parks will create and maintain a Special Details Assignment list. The list will contain the following information:

- a. all sworn Rangers listed by Great Parks seniority as follows:
 - Employees: seniority defined in Article 15;
 - Sergeants: seniority defined by promotion date;
 - Part-Time: seniority defined by most recent part-time Ranger hire date;
 - Seasonal: seniority defined by most recent seasonal Ranger hire date;
 - Lieutenant;
 - Captain.
- b. description of the Special Detail Assignment to be filled;
- c. date/time of the telephone call to the Ranger;
- d. results of the telephone call (e.g., accept, reject, no answer/voicemail, call back); and
- e. the next Ranger in line for the next available Special Detail Assignment opening.

ARTICLE 21

SICK LEAVE

Section 21.1 Calculation. Sick leave is granted at a rate of 4.62 hours for every 80 hours paid, with a maximum accumulation of 15 days (120 hours) per payroll year. Overtime hours are not counted in the granting of sick leave hours. While sick leave may be utilized during an otherwise unpaid leave of absence, time spent on an unpaid leave will not be credited toward the calculation of any additional sick leave hours. All time taken for sick leave is subject to approval of the supervisor. Sick time can be used in increments of no less than 30 minutes. Sick time can only be used on scheduled workdays. Sick leave cannot be taken when an Employee is on vacation or holiday time unless previously approved by his supervisor and Employee Services. When sick leave has been depleted, and the Employee is not able to return from sick leave, the Employee must then exhaust any other unused and applicable benefit time. Immediate family, for purposes of this policy, is defined as spouse, children (step), parent (in-law), sister, brother, legal guardians, foster parents, and legal dependents.

Section 21.2 Reasons. Sick leave may be taken for the following reasons:

- a. Personal or work-related illness or injury.
- b. Illness or injury in the Employee's "immediate family" that requires the Employee to be at home or at a medical facility with that family member. Employees, with prior approval from their supervisor, may be granted sick leave to run medical errands for a member of their immediate family who is ill or injured.
- c. Medical, dental or optical examination or treatment that cannot be scheduled during non-working hours or if the Employee is required to take a member of the immediate family to such an examination or treatment. There is a maximum of 3 hours per workday which can be taken for these purposes, unless there are extenuating circumstances. Employee must receive prior approval from the supervisor prior to the appointment.
- d. Fathers may use sick leave upon the birth or adoption of their child. There is a maximum of five days of paid sick which may be granted for this purpose. The Employee also may be eligible for Family and Medical Leave for this purpose.

Section 21.3 Bereavement. Sick leave may be taken for the following reasons:

- a. Death of an immediate family member with a maximum of 5 sick days.
- b. Death of a relative other than immediate family. Employee will be allowed sick time off to attend the funeral up to 3 work days maximum for this purpose with prior approval from the supervisor.

Employees requesting time off for the death of a close friend or a Great Parks' employee may be granted unused and applicable vacation, holiday, or personal time with prior approval from the supervisor.

Section 21.4 Timing of Request. Employees must request and receive approval from their supervisor in advance. When the timing for the need for sick leave is unforeseeable, an Employee must provide notice to his District Supervisor or Designee no later than 1 hour before his scheduled shift start and then each and every subsequent absence day. In foreseeable situations (e.g., planned medical procedure), the Employee must provide at least 5 calendar days' notice to his District Supervisor or Designee – unless the Employee is directed by his physician that the planned medical procedure must be completed in less than 5 calendar days.

Section 21.5 Supporting Documentation. In order to return to work, an Employee that is off work for 5 or more consecutive scheduled shifts or 40 hours (due to his medical condition) is required to submit a Fitness For Duty certificate in FMLA (except, in most cases, an intermittent/reduced leave situation) and non-FMLA situations. The Fitness For Duty form can be obtained from their supervisor.

Section 21.6 Pattern/Doubt. If an Employee shows a pattern of absences, uses a large number of sick days, or Great Parks receives information that it believes casts doubt on the use of sick days, Great Parks may require him to submit signed and dated medical documentation (or a recertification in FMLA situations). In certain non-FMLA situations, Great Parks may require a second medical opinion or additional information from the Employee's physician. Great Parks will pay for any Great Parks' required examination. When sick

leave is taken concurrently with FMLA, the request for a medical certification will comply with FMLA. If Great Parks determines the Employee's alleged "excuse" for an absence is not credible or not true, then discipline up to and including termination will be administered.

Section 21.7 Sick Payout. An Employee will receive a cash payment for unused and applicable sick leave if he meets all of the below requirements:

- a. retired with OPERS and is receiving a monthly pension benefit from OPERS (a lump sum withdrawal does not qualify as an OPERS retirement and therefore forfeits the sick payout). Or be retired from SERS, STRS, or other state plans since those Employees legally cannot retire from two state systems; the Employee would need to provide proof of retirement from one of the other state plans;
- b. has 10 or more years of active service with Great Parks; and
- c. retire from Great Parks in good standing. Terminated Employees are not eligible.

Payment will be based on the Employee's rate of pay at time of retirement and eliminates all of the Employee's unused and applicable sick leave credit balance at the time payment is made.

An Employee hired in a full-time capacity prior to September 1, 2012 will be provided a lump sum payment, less applicable legal deductions, of any unused and applicable sick leave credit at the rate of one hour of pay for every two hours of unused and applicable sick leave credit up to a maximum of 720 hours paid.

An Employee hired in a full-time capacity on or after September 1, 2012 will be provided a lump sum payment, less applicable legal deductions, of any unused and applicable sick leave credit at the rate of one hour of pay for every four hours of unused and applicable sick leave credit up to a maximum of 480 hours paid.

For any Employee who is promoted from a non-benefited position (seasonal) to a full-time capacity, the promotion date is the date used to determine which payout policy applies. For anyone who left Great Parks, whether voluntary or involuntary, and then is rehired to a full-time capacity, the rehire date is the date used to determine which payout policy applies.

Section 21.8 An Employee who dies with 10 years or more of service with Great Parks and who would have qualified to retire under OPERS regulations at the time of his death will be eligible for a payout of sick leave. Any unused and applicable sick leave will be paid to the Employee's estate as outlined above. Payment will be based on the Employee's rate of pay at the time of his death.

ARTICLE 22

VACATION

Section 22.1 Calculation. The granting of vacation time for Employees, based on his seniority date*, is as follows:

- From the date of hire as a full-time Great Parks' employee through completion of his 7th year, the Employee will be granted 80 vacation hours per payroll year. Such vacation hours will be granted at a rate of 3.10 hours per 80 hours of pay.
- From the start of his 8th year through completion of his 14th year, the Employee will be granted 120 vacation hours per payroll year. Such vacation hours will be granted at a rate of 4.62 hours per 80 hours of pay.
- From the start of his 15th year through completion of his 24th year, the Employee will be granted 160 vacation hours per payroll year. Such vacation hours will be granted at a rate of 6.20 hours per 80 hours of pay.
- From the start of his 25th year and forward, the Employee will be granted 200 vacation hours per payroll year. Such vacation hours will be granted at a rate of 7.70 hours per 80 hours of pay.

Vacation pay, for eligible Employees, is based on their then current rate of pay.

*The seniority date solely used to determine the granted rate of vacation is determined by the Employee's Great Parks' most recent date of hire – whether as a part-time or full-time position. If an Employee is promoted to a full-time position from a seasonal position, then his seniority will be adjusted to recognize prior Great Parks' service. Great Parks will recalculate his applicable seniority date based on his original date of hire and the number of hours worked within each pay period. Pursuant to O.R.C. 9.44, an Employee who is eligible for vacation with Great Parks will be eligible to have his prior service with the State of Ohio or any political subdivision of the State of Ohio counted as service with Great Parks for purposes of computing vacation rates.

**Overtime hours are not counted in computing granted vacation hours. Vacation time is determined by the applicable hourly rate multiplied by the total hours paid, excluding overtime. While vacation hours may be utilized during an otherwise unpaid leave of absence, time spent on an unpaid leave will not be credited toward the calculation of any additional vacation hours.

Section 22.2 Eligibility. Employees will be eligible to use applicable vacation leave after their first pay period with prior approval from their supervisor.

Section 22.3 Vacation Rate Adjustments. At the start of the 8th, 15th, and 25th year, based on their seniority date*, Employees will progress to the next applicable rate referenced above. The adjusted rate will take place in the pay period which includes the seniority date. For example, an Employee hired on July 1, 2000 would advance to the next rate on July 2, 2007. Employees who wish to have their prior service with the State of Ohio or any political subdivision of the State of Ohio as set forth in Section 22.1 above, shall follow the process for seeking such adjustment per Great Parks' "Prior Public Service" policy located in the Employee Handbook, which may change from time to time. As more fully set forth in that Employee Handbook policy, it is the Employee's responsibility to inform Employee Services of his prior public service and request the applicable public agency to send a confirmation letter to Employee Services.

Section 22.4 Scheduling. Vacation requests will be addressed as a “Time Off Request” as set forth in Article 17.8.

Section 22.5 Limitations. Vacation time can be used in increments of no less than 30 minutes. Except as set forth in sub-Section 22.6 below, vacation should be taken the year it is granted.

Section 22.6 Accumulation/PayOut. Vacation time may be accumulated up to a maximum of 2 years of the Employee’s current applicable level as set forth below. After 1 year of employment, any Employee whose employment ends, voluntarily or involuntarily, is eligible for compensation at his current rate of pay, based on his seniority date as defined in Section 22.1, for any unused and applicable vacation as follows:

- From the date of hire as a full-time Great Parks’ employee through completion of his 7th year, the maximum vacation hours balance allowed is 160 hours.
- From the start of his 8th year through completion of his 14th year, the maximum vacation hours balance allowed is 240 hours.
- From the start of his 15th year through completion of his 24th year, the maximum vacation hours balance allowed is 320 hours.
- From the start of his 25th year and forward, the maximum vacation hours balance allowed is 400 hours.

ARTICLE 23

PERSONAL DAY

Section 23.1 Definition. Employees are eligible for one paid Personal Day per payroll year and it may be taken, in non-emergency situations, with advance approval by their supervisor. See Article 17.8. In an emergency situation, Employee shall notify a supervisor as soon as possible. An Employee’s Personal Day consists of 8 hours. A Personal Day can be used in increments of no less than 30 minutes.

Section 23.2 Part-Time to Full-Time. When an Employee’s status is changed from part-time to full-time and he already has taken any of his applicable Personal Day time at the time of the status change, he will not be granted the additional 2 hours of personal time. If the Employee has not taken his Personal Day, he will be eligible for the entire 8 hours of Personal Day time granted to full-time Employees.

Section 23.3 Usage/Pay Out. Personal Days cannot be accumulated and are forfeited if not used during the payroll year. All unused and applicable Personal Day time at the time of termination, whether voluntary or involuntary, will be paid out at the Employee’s current rate of pay.

ARTICLE 24

HOLIDAYS

Section 24.1 List of Days. Employees become eligible their first day of employment for holiday pay. Employees are granted eight hours of holiday time for the following holidays:

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

Granted holiday time must be taken on the applicable holiday unless the Employee is not scheduled to work on the holiday or works on the holiday. In such situations, the holiday time will be "banked" for use on another date as set forth below.

All granted holiday time from the previous year must be used before April 1st of the current calendar year or it is forfeited. Upon an Employee's termination, whether voluntary or involuntary, all unused and applicable granted holiday time will be paid out at the Employee's current rate of pay.

Section 24.2 Holiday Pay Differential. Any full-time Employee who is required to work Thanksgiving, Christmas, or New Year's Day will be paid a Holiday Pay Differential of 1 ½ times his regular hourly rate for all actual hours worked on the holiday. The applicable shifts (including Christmas and New Year's Eve) are as follows:

Thanksgiving Day	12:00 Midnight	12:00 Midnight
Christmas Eve	4:30 P.M.	12:00 Midnight
Christmas Day	12:00 Midnight	12:30 Midnight on December 26
New Year's Eve	4:30 P.M.	12:00 Midnight
New Year's Day	12:00 Midnight	4:30 P.M.

In addition, that Employee will be granted holiday time as set forth above in Section 24.1 above.

Any Employee who is scheduled to work any of the other Great Parks' holidays will be paid at the Employee's straight time pay rate for all actual hours worked on the holiday. He also will be granted holiday time as set forth above in Section 24.1 above.

Any Employee who is called into work for an emergency on any holiday will be paid a Holiday Pay Differential of 1 ½ times his regular hourly rate for all actual hours worked on the holiday. He also will be granted holiday time as set forth above in Section 24.1 above.

Section 24.3 Notification. The scheduling of holiday time off will be addressed as a "Time Off Request" as set forth in Article 17.8.

Section 24.4 Coordination With Paid Time Off. Any Employee on paid time off (including FMLA/non-FMLA medical leaves running concurrent with paid time off) on a holiday will be required to take the holiday. They will not be permitted to reserve to take the holiday at a later date. Employees on a FMLA/non-FMLA leave of absence, not covered by any paid time off (e.g., personal, sick, vacation days) are not eligible for paid holidays.

Section 24.5 Religious Observations. Great Parks, where practicable, may grant unused and applicable paid time off hours or leave without pay for Employees to take time off to engage in religious observances or special worship services.

ARTICLE 25

INSURANCE

Section 25.1 Employees shall be permitted to participate in and receive all benefits from the health insurance plan, Employee Assistance Program, and life insurance plans made available to all other Great Parks (non-Union) employees at the same coverages, benefits, rates, co-pays, premiums, incentives, and obligations as other Great Parks (non-Union) employees.

ARTICLE 26

FMLA AND ADA OBLIGATIONS

Section 26.1 Nothing in this Agreement shall impede, prohibit, or prevent Great Parks from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede, or prohibit Great Parks from the development of policies consistent with this Section, which Great Parks may change from time to time.

ARTICLE 27

MILITARY LEAVE

Section 27.1 Ohio Military Family Leave. Once per calendar year, Ohio law permits eligible Employees to take up to 10 work days or 80 hours (whichever is less) of unpaid leave when that Employee is the parent, spouse, or legal custodian (current or former) of a uniformed service member who is called into "active duty" (as defined by Ohio law) for a period greater than 30 days or is injured, wounded, or hospitalized while serving on active duty.

Eligibility. The eligible Employee must: be employed for at least 12 consecutive months, have worked at least 1,250 hours in the 12 months immediately before the start of the leave; and not have any other available leave to use except sick or disability leave.

Notice. Notice must be given at least 14 calendar days before the leave start date if the leave is taken due to a call to active duty. Notice of at least two calendar days must be given where the leave is due to a covered family member's injury, wound or hospitalization. In critical or life-threatening situations, notice must be given as soon as practicable. The leave request dates must occur no more than two weeks prior to or one week after the covered family member's deployment date.

Miscellaneous Provisions. Eligible Employees will be required to provide certification from the appropriate military authority to support their leave request. Eligible Employees will continue to receive applicable benefits (other than wages) during the leave. They will, however, be responsible for their share of any applicable benefit costs in place before the leave. After the leave, the eligible Employee will be restored to his prior

position or one with equivalent seniority, benefits, pay, and other terms and conditions. Eligible Employees may utilize Ohio Military Family Leave without interference or fear of retaliation.

Section 27.2 Military Leave of Absence. Each Employee shall be granted a military leave of absence for service in the uniformed services under applicable federal and Ohio law. For purposes of USERRA, participants in the National Disaster Medical System (an agency within the Federal Emergency Management Agency, Department of Homeland Security) are treated as members of the uniformed services when they are activated to provide assistance in response to a public health emergency or to be present for a short period of time when there is a risk of a public health emergency or when participating in authorized training. Each such Employee shall be accorded the rights and privileges provided by applicable statutes, and the remedies thereunder shall be exclusive. Great Parks will require the Employee to provide satisfactory evidence of his actual performance of military service.

ARTICLE 28

OUTSIDE EMPLOYMENT

Section 28.1 Employees may engage in outside employment as long as such activity does not interfere with the proper performance of their Great Parks employment. Approval for outside employment, by the Chief Ranger or Designee, is required in advance of any outside employment. Such approval shall not be unreasonably withheld. Outside employment is prohibited when:

- a. The work causes absences or tardiness from an Employee's work assignment;
- b. The work has caused the quality of the Employee's work to deteriorate;
- c. The work could result in a conflict of interest on the Employee's part in the performance of his/her Great Parks-related duties; or
- d. The work is an inappropriate reflection on Great Parks.

ARTICLE 29

WAGES

Section 29.1 In 2015, the Employee pay scale will be \$20.53 (minimum) – \$30.79 (maximum). In 2016, the Employee pay scale will be \$20.94 (minimum) – \$31.1032 (maximum). In 2017, the Employee pay scale will be \$20.94 (minimum) – \$31.4142 (maximum).

Section 29.2 In 2015, all Employees will receive a 1% base wage increase and have the possibility of earning up to an additional 1% base wage merit increase, effective the first paycheck in 2015.

Section 29.3 In 2016, all Employees will receive a 3% base wage increase, to be distributed as follows:

- a. If an Employee is not at the top of the pay scale, the wage increase will be distributed as a base wage increase to the Employee's hourly pay rate, effective for the first paycheck in 2016.

- b. If a 3% base wage increase would place the Employee above the maximum of the pay scale, the Employee's hourly pay rate will be increased to the top rate of the pay scale, and any remaining base wage increase amount above the pay scale will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2016. [For example, if an Employee was making \$30.2547, his hourly pay rate would increase to \$31.1623 but would be "capped" at \$31.1032/hour (the maximum rate under the pay scale). He would receive a lump sum payment of \$122.93 – calculated as follows: $\$31.1623 - \$31.1032 = 0.0591$ x 2080 hours = \$122.93.]
- c. If an Employee already is at the top of the pay scale, the base wage increase amount will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2016 with no increase in the Employee's hourly pay rate.

Section 29.4 In 2017, all Employees will receive a 2% base wage increase, to be distributed as follows:

- a. If an Employee is not at the top of the pay scale, the wage increase will be distributed as a base wage increase to the Employee's hourly pay rate, effective for the first paycheck in 2017.
- b. If a 2% base wage increase would place the Employee above the maximum of the pay scale, the Employee's hourly pay rate will be increased to the top rate of the pay scale, and any remaining wage increase amount above the pay scale will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2017.
- c. If an Employee already is at the top of the pay scale, the base wage increase amount will be distributed as a lump sum (less applicable taxes and withholdings) on the first paycheck in 2017 with no increase in the Employee's hourly pay rate rate.

Section 29.5 Notwithstanding any other provision of this Agreement or Ohio law, Great Parks in its sole discretion shall have the authority to laterally hire new Employees and place them within the pay scale appropriate to their experience and training. The decision to place a newly hired Employee above the lowest hourly rate on the pay scale shall not be subject to challenge under the grievance and arbitration provisions of this Agreement.

Section 29.6 Field Training Officer Pay: If the Chief Ranger or Designee appoints an Employee to serve as a Field Training Officer, that Employee will be paid an additional \$2.50 per hour for all actual work time served in that appointed capacity.

ARTICLE 30

UNIFORMS AND EQUIPMENT

Section 30.1 Great Parks shall issue the following uniform and equipment items to each Employee:

Item	# Issued	Item	# Issued	Item	# Issued
Long Sleeve Shirt	5	Magazines	3	CPR Belt Kit	1
Short Sleeve Shirt	5	Mag Case	1	Hat Strap	1
Trousers	5	Winter Coat	1	Hat Trap	1
Ties	2	Handcuffs/Key	1	Inner Belt	1
Tie Bar	1	Cuff Case	1	Belt Keepers	3
Badges	2	Rainhat Cover	1	ASP Holder	1
ID Cards	2	Holster	1	OC Spray Holder	1
Nameplates	1	Glock 17 or 19	1	OC Spray	1
Hat Badge	1	Radio Swivel	1	Sweater	1
Ball Hat	1	Business Cards	N/A	Station Key	1
Campaign Hat	1	Body Armor (5 year duration)	1	Gate Key	1
Summer Hat	1	Bike Shorts	2	Flag Pin	1
Acorns	1	Bike Shirt	2	ASP	1
Raincoat	1	Bike Pants	1	Knit Winter Cap	1
Duty Belt	1	Bike Jacket	1	Traffic Vest	1
		Bike Hemet	1		

Section 30.2 All other required uniform (e.g., shoes, boots, socks, gloves, black tee-shirts) and equipment will be supplied by the Employee at his expense. All required uniform and equipment will be worn and cared for as outlined in the Ranger Operations Manual, which may be changed from time to time. On an annual basis, each Employee will be provided up-to a maximum of \$250.00 dry cleaning allowance (at Great Parks' designated preferred dry cleaner) for the uniform items that are required to be dry cleaned as outlined in the Ranger Operations Manual. Each Employee, who chooses not to use the preferred dry cleaner, only will be reimbursed for the actual amount spent on dry cleaning up to the maximum \$250.00 annual allowance.

Section 30.3 Uniform items (except the body armor) will be replaced on an as-needed basis upon return of the damaged or worn (beyond repair) clothing item. Body armor shall be replaced consistent with manufacturer's warranty or at any time the body armor's composition becomes compromised by damage or wear. Otherwise, unless approved as a reasonable accommodation under applicable Ohio or federal law, body armor will not be replaced at Great Parks' cost for a 5-year period after initial receipt. Upon separation of employment, all Great Parks-provided uniforms and equipment must be promptly returned. To the extent permitted by applicable law, the cost of missing or lost uniform or equipment items will be deducted from the Employee's paycheck.

Section 30.4 Equipment, insignias, buttons, and other items not issued or required by Great Parks only can be utilized or worn with prior written authorization from the Chief Ranger or Designee.

Section 30.5 All clothing, clothing items, and equipment provided to Employees is, and remains, Great Parks' property and cannot be sold or given to other individuals or entities without prior written approval of the Chief Ranger or Designee.

ARTICLE 31

DRUG AND ALCOHOL TESTING

- Section 31.1 Definitions. Great Parks prohibits an Employee's use, abuse, possession, distribution, sale (or attempted similar conduct) of alcoholic beverages or illegal drugs on its premises and/or while performing Great Parks business, as well as Employees reporting to work or working with alcohol or illegal drugs in their system. The term "illegal drugs", for purposes of this policy, includes: any controlled substance, medication, or other chemical substance that is: a) not legally obtainable in the U.S.A.; b) is legally obtainable, but is not legally obtained or is not being used for the purpose(s) for which it was prescribed or was intended; or c) a substance included in Schedule I, II, III, IV, or V under the Federal Controlled Substances Act. Great Parks may require illegal drug and/or alcohol testing. Nothing in this policy, however, requires Great Parks to conduct illegal drug and/or alcohol testing where it believes there is another independent violation of this policy. Additionally, each Employee should report all violations of this policy.
- Section 31.2 Types of Testing. Great Parks may require illegal drug and/or alcohol testing: (a) when, in its sole discretion, it reasonably believes an Employee is in violation of this policy; or (b) whenever a workplace accident occurs involving an Employee, equipment, or property controlled by Great Parks, including without limitation, an accident involving: one or more deaths; an injury requiring professional medical treatment beyond first-aid; damage to property; or terminate of any hazardous substance.
- Section 31.3 Consequences. Refusal to consent to any such test or sign all applicable forms, failure to cooperate during any testing procedure, or failure to meet any or all of the requirements set forth in this policy – including without limitation test results which indicate illegal drug and/or alcohol use, will subject the Employee to discipline, up to and including termination. In that regard, a positive test result is a test reflecting any recognized amount or quantity of any illegal drug or alcohol (as determined by the testing facility) in an Employee's system. Additionally, any alteration, tampering, falsifications, or attempted similar conduct towards any sample and/or form will result in termination.
- Section 31.4 Premises. For purposes of this policy, the term "premises" is used in its broadest sense and includes all land, property, buildings, structures, installations, parking lots and means of transportation owned by, used by or leased to Great Parks or its affiliated entities or otherwise being utilized for Great Parks business, and all other locations where Great Parks Employees may perform work. Great Parks-owned vehicles are covered by this policy at all times regardless of whether they are on Great Parks' property at the time. Private vehicles on Great Parks' premises are included within this definition.
- Section 31.5 Great Parks' Events. As set forth above, the use, possession, distribution or sale of alcohol on facility premises is prohibited. However, Employees who possess, distribute, or sell alcoholic beverages in connection with a Great Parks-sponsored event will not be considered in violation of this policy. Nor will Employees who choose to use or consume alcohol on those occasions as a guest, so long as in Great Parks' sole judgment, its use or consumption is moderate and/or does not reflect adversely on Great Parks.
- Section 31.6 Medication/Performance. If you are taking medication, whether prescription or over-the-counter, which affects your ability to safely and effectively perform the essential functions of your job, please promptly notify Employee Services.

Section 31.7 Ohio's Rebuttal Presumption Law. Pursuant to applicable Ohio law, if an Employee is injured, dies, or contracted an occupational disease in the course of employment, then the result of a qualified chemical test to detect the presence of alcohol or a controlled substance not prescribed by the Employee's physician (at or above certain levels and within certain time frames) or an Employee's refusal to submit to such a test may affect his eligibility for compensation and/or benefits under Ohio's Workers' Compensation Law. An Employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the Employee's physician is the proximate cause (main reason) of the work-related injury. Under this "Rebuttable Presumption" law, the burden of proof is on the Employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. In addition to possibly affecting his eligibility for compensation and/or benefits under Ohio's law, the Employee's conduct also will lead up to disciplinary action, up-to and including termination. Employees should review the posted written notice from the Ohio Bureau of Workers' Compensation or contact Employee Services for further information.

ARTICLE 32

LEGAL DEFENSE/LIABILITY

Section 32.1 Pursuant to O.R.C. Sections 2744.07 and .08, Great Parks will provide professional liability insurance for each eligible Employee, at its expense. The terms and conditions of that insurance plan, including participation, coverage, limitations, and exclusions, are set forth and governed by the formal plan document and the above-referenced O.R.C. Sections.

ARTICLE 33

OPERS RETIREMENT

Section 33.1 All Employees are required by Ohio law to become members of the Ohio Public Employees Retirement System (OPERS). This Section simply serves as a summary of OPERS. Employees shall consult OPERS for a complete and accurate description of this statutory benefit. Contribution rates are determined by OPERS and are subject to change. Contact Employee Services for the current rates. The deduction for Employees is deducted before taxes. This amount will not appear as taxable income on the W-2 form.

Section 33.2 OPERS holds several seminars to prepare members for retirement. Great Parks will allow Employees to attend one OPERS seminar on Park time when the Employee is within 5 years or less of their intended retirement date. This would be treated as any other seminar an Employee might attend. Attendance will need prior approval from the Employee's supervisor. If the seminar is held outside the Employee's regularly scheduled hours, the Employee would be required to attend on his own time.

Section 33.3 OPERS requires members to complete retirement papers at its Columbus office or online at www.opers.org. Employees are also required to notify Employee Services.

Section 33.4 When an Employee leaves Great Parks employment prior to retirement and wishes to receive a refund of his OPERS contributions, he needs to contact OPERS for a refund application. Employees must not have worked in public employment for 3 months before OPERS will process a refund application. Refunding your OPERS account cancels your

service credit from both OPERS and Great Parks. Members of STRS and SERS are not eligible for an OPERS refund if they maintain a current account with either of these other state retirement systems.

ARTICLE 34

GREAT PARKS' RETIREMENT BENEFITS

Section 34.1 Employees who meet the following criteria currently are eligible for various retirement benefits voluntarily offered at the sole discretion of Great Parks. The Employee must meet all of the below requirements:

- a. actively paid into OPERS while employed with Great Parks;
- b. retired with OPERS and are receiving a monthly pension benefit from OPERS (a lump sum withdrawal does not qualify as an OPERS retirement and therefore forfeits the Great Parks retirement benefits). Or be retired from SERS, STRS, or other state plans since those Employees legally cannot retire from two state systems; the Employee would need to provide proof of retirement from one of the other state plans;
- c. employed with Great Parks for at least 60 months;
- d. actively worked for Great Parks within the past 12 months prior to retirement date; and
- e. retired from Great Parks in good standing. Terminated Employees are not eligible.

Section 34.2 Employees who meet the eligibility requirements above must contact Employee Services to activate their Great Parks retiree benefits. Those who retire may receive a Certificate of Appreciation signed by the Executive Director. Employees who retire more than once are only eligible for one Certificate. Employees with 25 or more years of service may receive a Resolution of Appreciation signed by the Board of Park Commissioners and be invited to attend a Board meeting to personally receive their Resolution of Appreciation from the Board. Full-time Employees who retire with 15 years or more of service will have a tree of their choice planted for them in the Appreciation Grove. Retirees may be eligible for continued use of recreational and discount benefits as set forth in the Employee Handbook, which may be changed from time to time.

ARTICLE 35

EDUCATIONAL REIMBURSEMENT

Section 35.1 Employees may be eligible for educational reimbursement for their voluntary pursuit of educational opportunities. Requests for educational reimbursement must be submitted to the Chief Ranger or Designee prior to registering for the course. The Chief Ranger or Designee will review the request and recommend approval (in whole or part) or denial and submit it to the Employee Services designee who will review and approve (in whole or part) or deny the request. Approval of such requests will be based on the relevancy of the course to the Employee's current position or potential positions within Great Parks.

Great Parks will not reimburse an Employee to obtain a degree but may reimburse for specific courses if they are applicable to an Employee's current position or potential future positions.

Section 35.2 If the course and school are approved by the Chief Ranger or Designee and the Employee Services designee and the course is satisfactorily completed with a "pass" if a pass/fail course or "C" or better, if letter graded, Great Parks will reimburse the cost of tuition. Textbooks and other related study material may be reimbursed but will become property of Great Parks. Travel and incidental expenses will not be reimbursed. When submitting the payment request form for educational reimbursement, certified proof of the grade received and a copy of the payment by the Employee must also be submitted.

ARTICLE 36

EMPLOYEE COMPLIMENTARY PRIVILEGES

Section 36.1 Employees are eligible for complimentary privileges to facilities and special events, Great Parks' discounts, admissions, and other non-wage related benefits (e.g., College Savings Plan, Credit Union, Deferred Compensation-457, Employee Assistance Plan) afforded other eligible full-time Great Parks Employees – as set forth in the Employee Handbook, which may be changed from time to time.

ARTICLE 37

SERVICE WEAPON/RETIREMENT

Section 37.1 A "qualified retired law enforcement officer", as defined in 18 U.S.C. § 926C(c) of the Law Enforcement Officer's Safety Act ("LEOSA"), is entitled to purchase his service weapon for fair market value as determined on the Employee's official retirement date.

ARTICLE 38

MODIFICATION AND SEPARABILITY

Section 38.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, Great Parks and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless Great Parks and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 38.2 Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 38.3 In the event of invalidation of any Article or Section, as described above in sub-Section 38.2, the Parties agree to meet within 30 calendar days of such action for the purpose of renegotiating said Article or Section.

ARTICLE 39

DURATION

Section 39.1 This Agreement shall be effective January 1, 2015 and shall remain in full force and effect until midnight on December 31, 2017.

Section 39.2 If either Party desires to modify or terminate this Agreement, it shall give written notice of such intent at least 60 calendar days prior to the expiration date of this Agreement. Such notice shall be sent by electronic mail to the other Party.

Section 39.3 The Parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. In addition that the entire understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement supersede any prior agreement and constitute the entire Agreement between Great Parks and Union and all prior agreements, either oral or written are hereby canceled.

Great Parks and the Union have duly executed this Agreement on the dates set forth below:

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

GREAT PARKS OF HAMILTON COUNTY

By: [Signature]
Title: Ranger

By: [Signature]
Title: Executive Director

By: [Signature]
Title: Ranger

By: [Signature]
Title: Deputy Director

By: [Signature]
Title: OPBA Attorney
OPBA Counsel

By: [Signature]
Title: Human Resources Director

By: [Signature]
Title: Ranger Captain

By: [Signature]
Title: Attorney
Special Labor Counsel

Date: 2/23/16

Date: 2/26/16