



07-05-16
16-MED-01-0006
2926-01
K34556

AN AGREEMENT

BETWEEN

LAKE METROPARKS

AND

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

EFFECTIVE: APRIL 1, 2016

EXPIRES: MARCH 31, 2019

TABLE OF CONTENTS

<i>ARTICLE</i>	<i>SUBJECT MATTER</i>	<i>PAGE</i>
1	<i>PREAMBLE</i>	1
2	<i>PURPOSE AND INTENT</i>	1
3	<i>RECOGNITION</i>	1
4	<i>DUES DEDUCTION</i>	1
5	<i>MANAGEMENT RIGHTS</i>	2
6	<i>NO STRIKE</i>	3
7	<i>EMPLOYEE RIGHTS</i>	3
8	<i>NON-DISCRIMINATION</i>	4
9	<i>DISCIPLINE</i>	5
10	<i>ASSOCIATION REPRESENTATION</i>	5
11	<i>PROBATIONARY PERIOD</i>	5
12	<i>SENIORITY</i>	5
13	<i>DISCIPLINARY PROCEDURE</i>	6
14	<i>HOLIDAYS</i>	9
15	<i>VACATIONS</i>	10
16	<i>INSURANCE</i>	11
17	<i>SICK LEAVE</i>	11
18	<i>TUITION REIMBURSEMENT</i>	13
19	<i>BUSINESS TRAVEL EXPENSES</i>	13
20	<i>UNIFORMS</i>	13
21	<i>OVERTIME</i>	14
22	<i>FAMILY AND MEDICAL LEAVE ACT</i>	15
23	<i>BEREAVEMENT LEAVE</i>	15
24	<i>JURY DUTY</i>	15
25	<i>WITNESS DUTY</i>	16
26	<i>PERSONAL LEAVE</i>	16
27	<i>EMPLOYEE COMPLIMENTARY PRIVILEGES</i>	16
28	<i>WAGES</i>	16
29	<i>GRIEVANCE PROCEDURE</i>	17
30	<i>ARBITRATION PROCEDURE</i>	19
31	<i>GENDER AND PLURAL</i>	20
32	<i>HEADINGS</i>	20
33	<i>OBLIGATION TO NEGOTIATE</i>	20
34	<i>CONFORMITY TO LAW</i>	20
35	<i>LEGISLATIVE APPROVAL</i>	21
36	<i>TOTAL AGREEMENT</i>	21
37	<i>DURATION</i>	21

TABLE OF CONTENTS

<i>ARTICLE</i>	<i>SUBJECT MATTER</i>	<i>PAGE</i>
<i>38</i>	<i>LAYOFF AND RECALL</i>	<i>21</i>
<i>39</i>	<i>LABOR/MANAGEMENT MEETINGS</i>	<i>22</i>
<i>40</i>	<i>HOURS OF WORK</i>	<i>23</i>
<i>41</i>	<i>EXECUTION</i>	<i>24</i>
	<i>APPENDIX A WAGE RATE</i>	<i>25</i>
	<i>APPENDIX B NOTICE OF DISCIPLINARY ACTION</i>	<i>26</i>
	<i>APPENDIX C APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION</i>	<i>27</i>
	<i>APPENDIX D EMPLOYEE RIGHTS</i>	<i>28</i>
	<i>APPENDIX E</i>	<i>29</i>
	<i>APPENDIX F SICK LEAVE PAYOUT POLICY</i>	<i>30</i>

ARTICLE 1
PREAMBLE

Section 1.01 This Agreement is hereby entered into by and between Lake Metroparks, hereinafter referred to as "the Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA".

ARTICLE 2
PURPOSE AND INTENT

Section 2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to Lake Metroparks; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 3.01 The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Park Rangers of the Lake Metroparks Ranger Department, hereinafter referred to as "employees" or "the bargaining unit." All other employees of the Employer are excluded.

Section 3.02 The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 4
DUES DEDUCTION

Section 4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in Lake Metroparks for

whom the Employer is currently deducting dues.

Section 4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and By-laws. The OPBA shall certify in writing to the Employer the amounts due and owing from the employees involved, as well as its current business address and the names of its current Executive Director, Executive Secretary and Treasurer.

Section 4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 4.05 Employees who have signed dues authorization forms permitting deductions shall be required to maintain such authorization for the term of this Agreement.

Section 4.06 The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01 Not by way of imitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for Just cause; 2) determine the number of persons required to be employed, laid off; 3) determine the qualifications of employees; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect of change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

Section 5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities

and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO-STRIKE

Section 6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.02 In addition, the Union shall cooperate at all times with the Employer in the continuations of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities, which are the basis of health, and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large, accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and obtain immediate injunctive relief, and any and all other remedies permissible by law,

Section 6.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 7 EMPLOYEE RIGHTS

Section 7.01 An employee has the right to the presence and advice of an OPBA representative of his choosing at all disciplinary Interrogations.

Section 7.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 7.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 7.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No procedures may be taped unless both parties consent. If the Employer requires that an interrogation be taped, the employee being interrogated may record his own tape of the interrogation.

Section 7.05 An employee will be informed of the nature of an investigation of himself prior to a questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 7.06 An employee may request an opportunity to review his personnel file, via chain of command, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file so long as supervisors are copied with any additions. A request for one copy of the items included in the file shall be honored. Additional copies shall be provided at the same cost as the public pays for copies. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Employees will be notified in writing and be given a copy whenever anything is added to their personnel file. It is understood that documents or memoranda placed in the files by either party will be written in a professional and non-derogatory manner.

Section 7.07 All complaints by civilians, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant where possible. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 7.08 Records of disciplinary action (reprimands and short term suspensions) that are more than two (2) years old shall not be used against an employee in a future disciplinary action so long as there has been no occurrence of a similar type incident within the two (2) year period. Records of long term suspensions (working days or more) shall not be used against an employee in a future disciplinary action so long as there has been no occurrence of a similar incident within a four (4) year period.

ARTICLE 8

NON-DISCRIMINATION

Section 8.01 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, politics, national origin, age, sex, handicap or disability as defined by the Americans with Disabilities Act.

Section 8.02 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 9
DISCIPLINE

Section 9.01 Disciplinary action taken by the Employer shall only be for just cause for non-probationary employee.

Section 9.02 A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right confer with a representative of the OPBA.

Section 9.03 Prior to any discipline involving time off being imposed, the employee shall be given the opportunity to appeal through Step 3 to Executive Director of the grievance procedure contained in Article 29 of this Agreement. The employee shall then be able to appeal the Step 3 decision to arbitration, as set forth in Article 30 of this Agreement.

ARTICLE 10
ASSOCIATION REPRESENTATION

Section 10.01 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift.

ARTICLE 11
PROBATIONARY PERIOD

Section 11.01 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employees and any such action shall not be appeal able through the grievance procedure or to any Commission or Board.

ARTICLE 12
SENIORITY

Section 12.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, at which time such employment will be counted as part of his total length of continuous employment.

Section 12.02 An employee's seniority shall be terminated when one or more of the following:

- a. The employee resigns;
- b. The employee is discharged for just cause;
- c. The employee is laid-off for a period of time exceeding eighteen (18) months;
- d. The employee retires;
- e. The employee fails to report for work for more than three (3) working days without having given the Employer advance notice of the employee's pending absence, unless the employee is physically unable to do so as certified by the appropriate authority;
- f. The employee becomes unable to perform the job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to the employee;
- g. The employee refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice. Recall notices shall be made by certified mail, return requested, to the employee's last known address;
- h. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the employee's social security number with the employee with the lowest social security number being deemed the most senior.
- i. The employer shall provide a seniority list to the Union on an annual basis.

ARTICLE 13 **DISCIPLINARY PROCEDURE**

Section 13.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

Section 13.02 All non-probationary employees shall have the following rights:

- a. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- b. No recording device or stenographic or other records shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

- c. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 13.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

Section 13.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, time and places, if possible.

Section 13.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by certified mail, return receipt requested.

Section 13.06 Discipline shall not be Implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by this procedure, or
3. A decision is rendered at Step 3 of the Grievance Procedure after the pre-disciplinary hearing, or
4. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

Section 13.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding.

Section 13.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 12, until the matter is settled or the arbitrator renders a determination.

Section 13.09 The following administrative procedures shall apply to disciplinary actions:

- a) The appointing authority, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- b) If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. A copy of such Notice shall be forwarded to the OPBA. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the rights of representation.
- c) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

Section 13.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

Section 13.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have the right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 13.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations, a suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

Section 13.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any

Commission or board.

ARTICLE 14 HOLIDAYS

Section 14.01

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

Section 14.02 In order to receive time-and-a-half (1 ½) pay on the above paid holidays, the employee must report to work and actually work the employees last scheduled work day before the holiday, the first scheduled work day after the holiday and the holiday if the employee is scheduled to work the holiday, unless specifically excused from work by the Chief Ranger or the employee is on vacation or sick leave with medical verification from a physician. The holidays shall be observed on those dates listed above.

Section 14.03 Holiday pay shall be calculated on the employee's straight time pay rate as of the date of the holiday times eight (8) hours.

Section 14.04 In addition to the recognized holidays, bargaining unit employees shall receive five (5) personal/ floating holidays per year. Such days shall be scheduled with the prior approval of the employee's supervisor. Floating holidays not taken during the calendar year shall be forfeited.

Section 14.05 Any employee who is required to work on a recognized holiday as set forth in Section 14.01 shall receive compensatory time or holiday pay at one and one-half (1 ½) times his straight time rate for the hours worked on the holiday in addition to a holiday to be taken on another day as approved by the Chief ranger. An employee not scheduled to work on the recognized holiday may with supervisory approval take the holiday at a later date. Employee electing to defer will not be eligible for an overtime by doing so.

Section 14.06 Each member of the bargaining unit shall receive 6 paid holidays per calendar year (48 hrs.). Any member can use up to three (3) paid holidays at any time between January 01 through June 30 of the calendar year. Any member then can use the remaining holidays from July 01 through December 31 of the calendar year.

Any member of the bargaining unit that retires, resigns or is terminated for just cause, having used any or all of the paid holidays, shall reimburse the employer the wage paid those holidays that were used prior to the actual holiday as listed in this contract.

**ARTICLE 15
VACATIONS**

Section 15.01 All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

Years of Eligible Service Hour	Vac. Hours Each Year	Vac. Days Each Year	Vac. Hours Earned Per
1 through 5 years	80 hours	10 days	.03846
6 through 10 years	120 hours	15 days	.05769
11 through 15 years	160 hours	20 days	.07692
16 years	168 hours	21 days	.08077
17 years	176	22 days	.08462
18 + years	200 hours	25 days	.09615

Section 15.02 The length of eligible service is calculated on the basis on a "benefit-year". This is the 12-month period that begins when the employee starts to earn vacation time. Full-time service with the Employer, as well as with any other governmental agency under the State of Ohio retirement system (such as PERS) or honorable service with the Ohio National Guard, shall be computed upon submission of satisfactory evidence. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

Section 15.03 Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule.

Section 15.04 Paid vacation time can be used in minimum increments of one-half hour. To take vacation, employees shall request, at least fourteen (14) days in advance, approval from their supervisors prior to the schedule being prepared. However, the supervisor may approve any vacation request depending on operational needs and staffing requirements. The Executive Director's approval is also required when an employee is requesting twenty (20) continuous days or more of vacation. Requests shall be reviewed, approved or denied as determined appropriate by the Employer including operational needs and staffing requirements.

Section 15.05 Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

Section 15.06 In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. Unused vacation time is capped at two-hundred-forty hours.

Section 15.07 When an employee becomes eligible for an increased rate of accumulation due to length of service, the higher rate of accumulation shall begin on the employee's full-time anniversary date (adjusted by any intervals of non-paid employment).

Section 15.08 Upon termination of employment, employees shall be paid for unused vacation time that has been earned through the last day of work.

ARTICLE 16 **INSURANCE**

Section 16.01 The Employer shall provide each employee with either individual or family coverage as appropriate with the existing hospitalization, dental, and vision insurance through the self-funded plan. Employee costs for coverage and/or premiums shall be equivalent to those paid by all other full time employees of Lake Metroparks for the duration of this agreement. The Employer shall have the right to change insurance carriers or third party administrators providing the insurance coverage is comparable to existing coverage. However, the employee's premium contribution will not exceed 5% of the premium cost to the employer in 2016, 10% of the premium cost to the employer in 2017 and the lesser amount of the following in 2018: 15% of the premium cost to the employer or \$64.55 for single coverage and \$206.54 for family coverage in 2018.

Section 16.02 The Employer shall have the right to establish the amount of the deductible or rate of co-pay for either individual or family coverage plans.

Section 16.03 The Employer shall continue to provide life Insurance for each employee in the minimum amount of \$21,000 .00.

ARTICLE 17 **SICK LEAVE**

Section 17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees and/or
3) serious illness or injury in the employee's immediate family.

Section 17.02 All full-time employees shall earn and accrue sick leave at the rate of .0577 hours per each hour worked, excluding overtime, or 15 days per year, and may accumulate such sick leave hours to an unlimited amount.

Section 17.02 An employee who is absent on sick leave shall notify the on duty supervisor or Central Dispatch if between the hours of 11 pm and 8 am at least one (1) hour prior to the scheduled beginning hour of the shift.

Section 17.03 Sick leave may be used in a minimum of segments of one-half hour.

Section 17.04 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Human Resources Director and coordinated with the personnel department and paid by the Employer. In the event that an employee is absent for three (3) or more consecutive workdays, the employee must supply a physician's report to be eligible for paid sick leave.

Section 17.05 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted to upon the report of medical examination, the Human Resources Director finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 17.06 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief Ranger and coordinated with the personnel department.

Section 17.07 The Human Resources Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 17.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include the employee's spouse, mother, father, child, brother, sister, grandparent, legal guardian or other person who stands in place of a parent or spouse or a person recognized under a civil union.

Section 17.09 Sick leave benefits shall be calculated based on the employee's base pay at the time of absence.

Section 17.10 Any full-time employee who voluntarily terminates his service shall provide a two-week notice, or retires, notice prior to retirement shall be compensated for his accrued but unused sick leave earned with the Employer in one lump sum (minus all tax deductions) at his regular rate of compensation in accordance with the Employer's Sick Leave Payout Policy to be attached as Appendix F and Incorporated herein.

This sick leave payout shall only be calculated for those hours accrued while an employee of Lake Metroparks.

Section 17.11 Any employee who is terminated for cause, or resigns after service of a notice of disciplinary action, or does not give a two-week notice shall not be compensated for his unused sick leave regardless of length of service.

Section 17.12 Any employee who is reinstated shall earn sick leave as if he were a new employee and shall not be eligible again to receive any compensation for any portion of his accumulated unused sick leave upon subsequent termination or retirement.

ARTICLE 18 **TUITION REIMBURSEMENT**

Section 18.01 The Employer shall reimburse its employees for certain expenses incurred in successfully completing approved, Job-related courses of study.

Section 18.02 It shall be noted, however, that the successful completion of an approved, job-related course in no way guarantees an increase in compensation or responsibility, nor does it automatically qualify the employee for promotion.

Section 18.03 Regular, full-time employees of the Employer with at least one (1) year of service may apply to the Executive Director to have a course of study approved. To qualify for tuition reimbursements the course of study shall be completed at an accredited, academically-sound Institution and designated as job-related. A passing grade of "C" or higher shall be obtained to be reimbursed 100%. All such opportunities shall be budgeted by the employee's supervisor.

Section 18.04 Tuition reimbursement shall be limited as provided by the Employee Handbook of the Employer.

ARTICLE 19 **BUSINESS TRAVEL EXPENSES**

Section 19.01 Employees shall be reimbursed for reasonable business travel expenses incurred while on assignments away from the normal work locations. All business travel shall be approved in advance by the Executive Director and passed by the Board of Park Commissioners.

Section 19.02 Employees shall be reimbursed for travel expenses, mileage for use of personal automobiles, standard accommodations, meals, business telephone calls, and registration fees/conference material costs in accordance with the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for business travel shall not be reduced or eliminated during the term of this Agreement for the bargaining unit.

ARTICLE 20 **UNIFORMS**

Section 20.01 Full-time Rangers. Effective in April, 2014, all permanent, full-time members of the Ranger Department shall receive, in addition to the compensation provided herein, a yearly allowance for uniform, clothing, and equipment in the amount of one-thousand, ninety dollars (\$1,090.00) paid in April of each year. Should the employee terminate employment during the year, such amount shall be prorated.

Section 20.02 Probationary Rangers. During 2016, 2017 and 2018, a probationary Ranger shall be entitled to a uniform allowance at the time employment is commenced. Uniform allowance shall be the amount of one thousand ninety dollars (\$1,090.00). Probationary Rangers shall not be entitled to receive more than one (1) uniform allowance within a year. Except that probationary Rangers that have previously received a part-time uniform allowance during a given calendar year shall also receive the amount of that year's full-time allowance less any amount previously paid during that calendar year as a part-time allowance, effective upon their promotion to full-time status. Any such probationary Ranger shall, prior to being paid an initial uniform allowance, be required to execute an agreement providing that the amount of the uniform allowance paid during the probationary period will be refunded to Lake Metroparks if such employee fails to be retained as a permanent Ranger at the end of the probationary period. This refund agreement may include the return of uniforms with original cost receipts, or equivalent in cash, totaling \$1,000.

Section 20.03 Lake Metroparks will provide the following equipment. This list is not limited and may be changed per the Chief Ranger's specifications.

1. Required firearm and holster
2. Pepper spray and holster
3. Body armor
4. Handcuffs
5. Badges
6. Collar brass
7. Asp and holster
8. Name tag
9. Arm insignia/patches

Section 20.04 Uniform Appearance. Employees shall wear their uniforms at all times while on duty unless otherwise specified by the Chief Ranger. Uniforms shall be clean and pressed at the beginning of each shift. Each uniform shall be measured and fitted to enhance the appearance of the Ranger and bring credit to himself or herself and the Lake Metropark Ranger Department. Uniforms shall conform to the specifications of Lake Metroparks.

Section 20.05 Cellular Phone Service. Employees shall receive their choice of thirty dollars (\$30) per month cell phone allowance or the issuance of a park owned cell phone. The employer shall determine how the allowance will be paid.

ARTICLE 21 **OVERTIME**

Section 21.01 Overtime will be paid for any hours in excess of forty (40) in a week, including any approved leave. Any hours in the excess of forty shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief Ranger.

Section 21.02 Failure to work assigned overtime or overtime worked without prior authorization, except when an employee notifies the supervisor as soon as practicable during an emergency, may result in disciplinary action.

Section 21.03 Employees may accumulate up to one hundred sixty (160) hours of compensatory time. Employees have the option of receiving their overtime as compensatory time off. Employees may take compensatory time off provided that the use of such compensatory time does not disrupt the operational needs and staffing requirements of the Ranger Department.

Section 21.04 Payout for compensatory time will be restricted to no more than 40 hours per calendar year, paid out November 1st and/or May 1st. The request shall be submitted to the chief in writing at least 28 days prior to November 1st and May 1st.

ARTICLE 22 **FAMILY AND MEDICAL LEAVE ACT**

Section 22.01 Employees shall be granted Family and Medical Leave time without pay subject to the provisions contained in the current Employer Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Family and Medical Leave without pay shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE 23 **BEREAVEMENT LEAVE**

Section 23.01 Employees shall be granted time off with pay due to the death of an immediate family member. Bereavement leave shall be granted in accordance with the provisions of the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Bereavement Leave shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE 24 **JURY DUTY**

Section 24.01 Employees shall be granted jury duty pay in accordance with the provisions of the current Employer Handbook. The Employer agrees that the benefits contained in the Employer Handbook for Jury Duty shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE 25
WITNESS DUTY

Section 25.01 Employees shall be granted pay to appear in court for witness duty in accordance with the provisions of the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Witness Duty shall not be reduced or eliminated during the terms of this Agreement for bargaining unit employees.

ARTICLE 26
PERSONAL LEAVE

Section 26.01 Employees shall be granted time off without pay for personal reasons in accordance with the provisions of the current Employee Handbook, The Employer agrees that the benefits contained in the Employer Handbook for Personal Leave without pay shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE 27
EMPLOYEE COMPLIMENTARY PRIVILEGES

Section 27.01 Employees and their dependents are eligible to complimentary privileges to facilities and special events, discounts on programs, admissions and other privileges as contained in the Employee Handbook. Bargaining unit employees shall have the same privilege as all other Lake Metroparks employees during the term of this Agreement.

ARTICLE 28
WAGES

Section 28.01 Calculated as of the first pay period in April 2016, all employees shall be paid a three percent (3%) increase over the April 2015 wage rates, and such wages shall be retroactive to April 1, 2016 as set forth in Appendix A.

Calculated as of the first pay period in April 2017, all employees shall be paid a two percent (2%) increase over April 2016 wage rates unless the non-union full time employees of Lake Metroparks receive a merit increase in wages based on the criteria of the average of "Meets Expectations" which exceeds 2%, in which case bargaining unit employees (Rangers) shall receive the same merit increase in lieu of the 2% pay increase.

For the first pay period in April 2018, all employees shall be paid a one and a half percent (1.5%) increase over April 2017 wage rates unless the non-union full time employees of Lake Metroparks receive a merit increase in wages based on the criteria of the average of "Meets Expectations" which exceeds 1.5%, in which case the bargaining unit employees (Rangers) shall receive the same merit increase in lieu of the 1.5% pay increase.

Section 28.02 Employees who are called in to attend court or other duties (call-in or court time) shall receive a minimum of three (3) hours of pay, or hours actually worked in excess of three (3), at the applicable rate of pay.

Section 28.03 Whenever an employee is assigned as a Field Training Officer (FTO), the employee shall receive one (1) hour of compensatory time for every eight (8) hours of training with trainee.

Section 28.04 Upon retirement the employee may purchase his/her handgun for \$1.00 and Employer will provide a retirement ranger badge so long as the employee's twenty-five years of service was with Lake Metroparks as a full time Ranger.

ARTICLE 29

GRIEVANCE PROCEDURE

Section 29.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 29.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA.
- c) Party In Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 29.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the grievant

party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a statement of the nature of the grievance and the redress sought by the grievant.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e) The grievant may choose a Union representative to represent him at any step of the Grievance Procedure.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance may be forwarded to the next step under the procedure. The time limits specified to either party may be extended only by written mutual agreement.
- g) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 29.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify the Supervisor or his designee of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor or his designee will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the date of the notice by the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved Informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Rangers or his designee within five (5) days of the informal meeting or notification of the Supervisor's or his designee's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor or his designee fails to give the employee an answer. The Chief or his designee shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Executive Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Executive Director or his designee, shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the grievant, his OPBA representative and any other party necessary to provide the required Information for the rendering of a proper decision. The Executive Director or his designee, shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 30 **ARBITRATION PROCEDURE**

Section 30.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, that within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 30.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement

Section 30.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 30.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 30.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of

employees in attendance exceed five (5) employees.

Section 30.06 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 31 GENDER AND PLURAL

Section 31.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 32 HEADINGS

Section 32.01 The headings of sections and paragraphs, to the extent used herein, are used for references only, and in no way define, limit or describe the scope or intent of any provision hereof.

ARTICLE 33 OBLIGATION TO NEGOTIATE

Section 33.01 The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 33.02 Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 34 CONFORMITY TO LAW

Section 34.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 34.02 If the enactment of legislation, or a determination by a court of final and competent Jurisdiction (whether in a proceeding between the parties or in one not between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) had not been included herein.

Section 34.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 35 LEGISLATIVE APPROVAL

Section 35.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 36 TOTAL AGREEMENT

Section 36.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 37 DURATION

Section 37.01 This Agreement shall become effective at 12:01 a.m. on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 31, 2019.

ARTICLE 38 LAYOFF AND RECALL

Section 38.01 When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Ranger(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff or Job abolishment. The Employer shall determine when a lay off or reduction will occur.

Section 38.02 Bargaining unit Ranger(s) with the least time as a Ranger will be laid off first.

In the event that more than one Ranger has the same date of hire, the established seniority list will be used to determine the most senior Ranger. The Employer shall post an up-to-date seniority list annually. Said list shall remain posted for a fourteen (14) day calendar period and shall include the Rangers' names and initial dates of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of posting shall be corrected.

Section 38.03 Notice of recall shall be sent to the Ranger by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by completing each of the following:

- a) Sending the recall notice by certified mail, return receipt requested, to the last mailing address provided the Ranger;
- b) Delivery to the OPBA;
- c) Posting said notice on the bulletin board.

Section 38.04 The recalled Ranger shall have five (5) calendar days, following the date of receipt of the recall notice, to notify the Employer of his intention to return to work and shall have five (5) calendar days following the date of notifying the Employer of his intention to return to work to report for duty, unless a different date for returning to work is specified in the notice.

ARTICLE 39 **LABOR/MANAGEMENT MEETINGS**

Section 39.01 In the interest of sound labor/management relations, on a mutually agreeable day and time, the Employer or his designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Section, the Union may consist of the Union Director and other employee representative or his designee, or other employee in the bargaining unit.

Section 39.02 The party initiating the meeting will furnish the other party at least five (6) working days in advance of the meeting with a list of the matters to be taken up and the names of the party representatives who will be in attendance. The purpose of such meetings shall be to:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of proposed changes by the Employer which may affect bargaining unit members;
- c) Disseminate general information of interest to the parties;

- d) Discuss ways to increase productivity and improve efficiency;
- e) Consider and discuss health and safety matters related to bargaining unit members; and
- f) Consider recommendation for changes from the Union in standard operating procedures.

Section 39.03 If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible. With prior approval of the Chief, Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 40 **HOURS OF WORK**

Section 40.01 This Article defines the normal work period for bargaining unit Employees. The normal work period for all full-time Employees within the bargaining unit shall be a forty (40) hour work week.

Section 40.02 Employees shall be permitted to trade shifts with advance notice to and approval of the Employer.

ARTICLE 41
EXECUTION

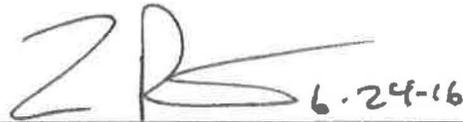
Section 41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 22 day of June, 2016.

FOR THE METROPARKS:

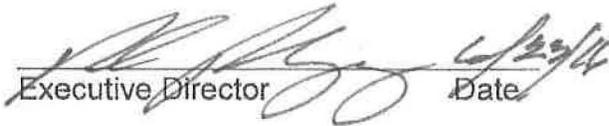
FOR THE OPBA:



President, Board of Parks Commission Date



Zachary Petric Date
Bargaining Unit Director



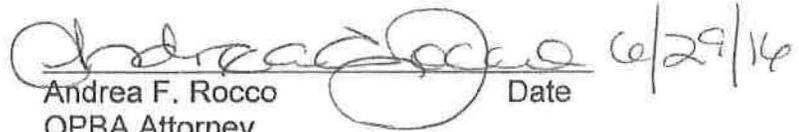
Executive Director Date



Randy Riccardo Date
Bargaining Unit Director



Deputy Director Date



Andrea F. Rocco Date
OPBA Attorney

APPROVED AS TO FORM:



Mark Zicarelli Date
Metroparks Legal Counsel

APPENDIX A

WAGE RATE

	<u>Effective 4/1/2015</u>	<u>Effective 4/1/2016</u>
Start	\$19.9471	\$20.5455
1 st Year	\$21.1561	\$21.7908
2 nd Year	\$22.4140	\$23.0864
3 rd Year	\$23.7699	\$24.4830
4 th Year	\$25.1910	\$25.9467
5 th Year	\$26.6942	\$27.4950
6 th Year	\$26.6942	\$27.4950
Staff Ranger (7 th Year)	\$27.3616	\$28.1824
Corporal ranger (10 th Year)	\$28.0456	\$28.8870

This agreement would classify the bargaining unit Rangers into (3) groups defined by years of service in grade.

Rangers within 1 to 6 years of service would be classified as "Field Rangers" and follow the above listed step plan from 0-5 years. The 6th year would be the same as the 5th year compensation.

Rangers within 7 - 9 years of service would be classified as "Staff Rangers" and compensated by an increase of 2 1/2 % rate of pay in addition to any other wage adjustments including as outlined in Article 28.

Rangers within their 10th year and above of service, will be classified as "Corporal Rangers" and compensated an increase of 2 1/2 % rate of pay in addition to any other wage adjustments including as outlined in Article 28.

Rangers with a status of Staff or Corporal classification will act as senior officers during training, incident commands, roll call or any other assignment delegated by a ranking officer.

To promote individual efficiency and service to Lake Metroparks, a Field Ranger may act in this capacity if delegated by a ranking officer without further compensation.

The wage increases are based on full-time service only with Lake Metroparks. Part-time service or full-time service with another law enforcement agency is not applicable.

APPENDIX B

NOTICE OF DISCIPLINARY ACTION

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Lake Metroparks (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached Information regarding these right.

CHIEF RANGER

APPENDIX C

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) days to the Executive Director if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper).

EMPLOYEE SIGNATURE

DATE

APPENDIX D
EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement and return it to the Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of the proceedings unless you or the Employer are informed and are provided a copy of the transcript of records within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPENDIX E

UNION RIGHTS

1. The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and the Employer.
2. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the Employer, and shall respect the rights of all employees of the Ranger Department.
3. The Union shall have the right to solicit membership of all new employees and the Employer agrees not to interfere with the rights of employees to join and participate in lawful union activities.
4. It is agreed that the employees of the Lake Metroparks shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.
5. Elected or duly appointed Union Officers or authorized employees may be granted time off with pay at the Employer's discretion for their attendance at Union sponsored functions, subject to the following: 1) the time is applied for one (1) week in advance; 2) no additional men will be required to work as a result of the grant of time off, excluding trading of time, at no cost to the Employer.

APPENDIX F

SICK LEAVE PAYOUT POLICY

Sick Leave

In addition to FMLA leave, Lake Metroparks provides paid sick leave to full-time employees for temporary absences due to illness or injuries, either of themselves or of immediate family members which includes employee's spouse, mother, father, child, brother, sister, grandparent, legal guardian or other person who stands in place of a parent.

The FMLA policy does not in any way affect employees' sick time. If an employee on FMLA leave also has sick time available, the FMLA leave and sick time run concurrently until the FMLA leave is exhausted. Thereafter, the employee may use his or her sick time.

Full-time employees accrue sick leave benefits at the rate of .0577 hours for each hour worked, or 15 days per year. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees who need to use sick leave must follow the following notification procedures. Employees who work regular business hours should notify their (1) immediate supervisor, or (2) division head (if the immediate supervisor is not available), or (3) the main receptionist (if the first two persons are not immediately available) by 8:15 a.m. each day that the employee is out ill. Employees working irregularly scheduled hours (i.e., not 8:00 a.m. - 4:30 p.m.) or on the weekend should notify their immediate supervisor at least one-half hour before their scheduled start time. This may necessitate calling the supervisor at their home.

If an employee is absent for three (3) or more consecutive work days due to illness or injury, s/he will be required to show a physician's statement verifying the absence and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well. Employees must complete a sick leave verification form immediately upon return to work and forward it to the Payroll Department. A fitness-for-duty medical examination may be required prior to returning to work.

Unused sick leave benefits will be allowed to accumulate indefinitely and subject to restrictions in paragraphs listed below. Accumulated sick leave from a previous qualified employer can be transferred to current records after written proof submitted by the employee's former employer has been received. Vacation and sick time are earned while an employee is on paid sick leave status. Lake Metroparks holidays are counted in the reporting of paid sick leave.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and shall not be used for any other absence. Violations of this policy can be grounds for denial of sick leave benefits or disciplinary action, up to and including termination.

Compensation for Unused Sick Leave

This is a one-time payment with deductions for federal, state and local taxes. The payout shall only be calculated for hours accrued while a full-time employee of Lake Metroparks.

Reinstated employees shall earn sick leave as if they were a new employee and shall not be eligible again to receive any compensation for any portion of the accumulated unused sick leave upon subsequent termination or retirement.

Further, any sick leave use will be applied to that earned at Lake Metroparks first. Any employee who is terminated or does not give sufficient 2-week notice of a resignation will not be compensated for their unused sick leave, regardless of length of service.

Employees with 15 or more years of service prior to June 1, 2013:

Anyone within this group who is retiring or resigning with a minimum of two weeks advance notice will be compensated for his/her unused sick leave that was earned at Lake Metroparks, in accordance with the following schedule.

<u>Years of Lake Metroparks Employment</u>	<u>Percentage of Accrued Unused Days</u>
1 year	5% or not to exceed 50 hours
2 years	10% or not to exceed 80 hours
3 years	15% or not to exceed 100 hours
4 years	20% or not to exceed 120 hours
5 years through 9 years	25% or not to exceed 240 hours
10 years through 14 years	50% or not to exceed 480 hours
15 years through 19 years	60% or not to exceed 576 hours
20 years through 24 years	70% or not to exceed 672 hours
25 years through 29 years	80% or not to exceed 768 hours

30 years through 34 years	90% or not to exceed 864 hours
35 years or more	100% or not to exceed 960 hours

Employees with less than 15 years of LMP full time service as of June 1, 2013:

Anyone within this group as of the effective date with less than 15 years of service who is retiring or resigning with a minimum of two weeks notice will receive compensation under the following schedule:

<u>Years of Lake Metroparks Employment</u>	<u>Percentage of Accrued Unused Days</u>
1 year	5% or not to exceed 50 hours
2 years	10% or not to exceed 80 hours
3 years	15% or not to exceed 100 hours
4 years	20% or not to exceed 120 hours
5 years through 9 years	25% or not to exceed 240 hours
10 years through 14 years	50% or not to exceed 480 hours
15 years through 19 years	60% or not to exceed 480 hours
20 years through 24 years	70% or not to exceed 480 hours
25 years through 29 years	80% or not to exceed 480 hours
30 years through 34 years	90% or not to exceed 480 hours

Employees who join Lake Metroparks after June 1, 2013:

Anyone who begins employment with Lake Metroparks after June 1, 2013 and voluntarily retires from Lake Metroparks with a minimum of two weeks advance notice will be compensated for his/her unused sick leave earned at the agency. Employees must have worked for Lake Metroparks for a minimum of ten years to be eligible for compensation of unused sick time. Employees will be compensated for 50% of their unused sick time, not to exceed 480 hours

as illustrated below:

<u>Years of Lake Metroparks Employment</u>	<u>Percentage of Accrued Unused Days</u>
Less than 10 years	No Compensation
10 years or more	50% or not to exceed 480 hours

Sick Leave Donation Policy

If a full-time employee has exhausted all paid leave and is on unpaid approved medical leave, a request may be made for donated sick leave. Each request is considered on a case-by-case basis with authorization from the Executive Director.