



**LABOR AGREEMENT**

**By and Between**

**Five Rivers MetroParks**

05-06-2019  
1731-02  
18-MED-01-0059  
K37952

**and**

**Ohio Council 8, Local 101,  
Dayton Public Service Union,  
American Federation of State, County  
and Municipal Employees, AFL-CIO**



**Effective April 21, 2018  
Expires April 20, 2021**

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## **AGREEMENT**

This Agreement is between the Board of Park Commissioners of the Five Rivers MetroParks (the "MetroParks") and Ohio Council 8, Local 101, Dayton Public Service Union, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union").

### **ARTICLE 1**

#### **RECOGNITION**

MetroParks recognizes the Union as the exclusive bargaining agent in all matters with respect to rates of pay, wages, hours of employment, or other conditions of employment, for the following employees, as set forth in the Certification issued by the State Employment Relations Board in Case No. 02-REP-03-0055:

All regular full-time and regular part-time service, maintenance, and technical employees of Five Rivers MetroParks, including: Park Technician, Park Technicians-Horticulture, Maintenance Worker, Historic Farm Specialist, Farm Technician, Program Technician, Custodial Technician, Conservation Technician, Restoration Specialist, Historic Farm Assistant Equestrian Technician, Trail Technician, Farm Assistant, and Historic Homemakers.

The term "employee" as used in this Agreement shall not include:

Seasonal and casual employees as defined by the State Employment Relations Board, interns, office and clerical employees, professional employees, park rangers, management-level, supervisors and confidential employees as defined in the Act, including Director, Park Manager, and Assistant Park Manager.

### **ARTICLE 2**

#### **COOPERATION**

MetroParks, the Union, and each employee covered by this Agreement will cooperate fully to maintain and improve the efficiency of MetroParks operations, to eliminate waste, to realize maximum quantity and quality of production and service, to protect the property of MetroParks, and in general, to further to the fullest extent, the economic well-being of MetroParks and employees and harmonious relations and effective cooperation between the parties.

## ARTICLE 3

### MANAGEMENT RIGHTS

MetroParks reserves and retains the right to direct, manage and control the business and the work force, except to the extent that this Agreement specifically provides to the contrary.

This includes, but is not limited to, the right to plan, direct and control operations; to determine when work is to be performed; to determine, alter, revise, change or eliminate any or all means, methods, processes, procedures, materials and schedules of production and operation; to determine the existence, number, composition and size of the work force; to determine and change the duties and qualifications of jobs, and hours of work; to determine the location or relocation of the facilities, departments or operations; to permanently discontinue, or sell its facilities or operations, or any of its departments; to establish production and work standards; to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement; to temporarily transfer employees between jobs, shifts, locations, and departments in order to maintain efficient and/or economical operations; to hire, discipline, suspend or discharge for cause, layoff, transfer, promote or demote employees; to make and enforce reasonable rules (including rules relating to drug or alcohol abuse as well as drug and alcohol testing of employees and applicants) except to the extent that this Agreement specifically provides to the contrary.

Should MetroParks fail to exercise any of its rights, or to exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

## ARTICLE 4

### NO STRIKE-NO LOCKOUT

Section 1. **No Strike.** There will be no strikes of any kind, including sympathetic strikes, during this Agreement. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity or job action, or attempt at concerted activity or job action which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone any strike. The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of the Section occurs, the Union will publicly denounce the strike, and will provide MetroParks with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

MetroParks shall have the right to discharge, demote, suspend, or in lieu of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violation, and the arbitrator shall have not authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

In the event of a claim by MetroParks of a violation of this Section, written notice shall be given to the Union. MetroParks may thereupon request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within forty-eight (48) hours or as soon thereafter as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if the arbitrator finds that this section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs on the issue of damages.

Section 2. **No Lockout.** MetroParks shall engage in no lockout during the term of this Agreement.

## ARTICLE 5

### REPRESENTATION

Section 1. **Selection Of Stewards.** The Union may select up to four stewards. The Union shall provide the MetroParks with the name of each steward.

Section 2. **Employee Entitled To Steward.** With prior approval of his/her supervisor, a steward (or if a steward is not available, one of the bargaining unit officers) will be allowed time off from his/her regular duties to attend scheduled meetings under the grievance procedures, if requested by the aggrieved employee. If an employee is reprimanded, suspended or discharged, the employee shall, at the time the discipline is imposed, be entitled to have a steward (or if a steward is not available, one of the bargaining unit officers) present if the employee so requests. The steward or officer attending such meetings will be paid straight-time for any regular time lost due to such attendance. The Union shall be notified of all pre-disciplinary meetings in advance.

Section 3. **Staff Representative.** The staff representative of the Union may speak to the bargaining unit employees during their designated breaks and/or before and after working hours, on MetroParks property which is open to the general public. Such visits shall not interfere with the work assignments of any employee.

## ARTICLE 6

### SENIORITY

Section 1. **Definition.** Seniority for the purpose of this Agreement is the length of continuous employment from the employee's most recent date of hire, based upon the employee's full-time or part-time employment status. Seniority for part-time employees will accrue at 75 percent of the rate for full-time employees. Employees hired for temporary work, or for vacation relief, not to exceed ninety days worked, shall not accrue seniority.

Section 2. **Probationary Employees.** All new employees shall be considered probationary employees for the first six (6) months or one hundred eighty (180) calendar days of actual service, including training time. Employees who are promoted shall be on probation for the first six months of service in the new position. During the probationary period, MetroParks shall have the right to terminate, lay off or transfer new employees, and such terminations, layoffs or transfers shall not be subject to the grievance procedure or to arbitration. New employees shall have no seniority standing during the probationary period. Seniority for new employees who complete the probationary period shall begin with their most recent date of hire.

Section 3. **Layoff And Recall.** In the event of a reduction in workload, MetroParks may either reduce the hours of work or reduce the number of employees. In all cases of decrease or increase in the work force and in making promotions, demotions, transfer, layoff and recall to work, preference as between employees shall be determined on the basis of the following:

- a. Length of seniority
- b. Ability and fitness
- c. Knowledge and training
- d. Experience and skill

Where factors outlined in "a," "b," and "c" are relatively equal, seniority shall govern. When MetroParks does not follow seniority in its determination, it will notify the Union in writing. In determining the factors outlined in "a," "b," and "c," MetroParks shall have the right to administer job-related tests. Should MetroParks determination be questioned, the aggrieved employee shall have the right to invoke the grievance procedure. Seasonal, probationary, and part-time employees, within a job classification at an-assigned work location, will be laid off before full-time employees within the same job classification at the assigned work location.

Section 4. **Job Opportunities.** If any job opening within the bargaining unit occurs, a job opening notice will be posted on the bulletin board at each park office and on the intranet for at least five calendar days. During the posting period, any qualified employees within the same job classification as the open position may apply for an

internal transfer to the vacant position by submitting an application to Human Resources. If no qualified employees apply, MetroParks will advertise the vacant position outside MetroParks. To be eligible for a transfer, an employee must have been in his/her current position for at least one year, and have had no disciplinary actions within the previous one year. To be eligible for a job opportunity other than a transfer, an employee must have had no disciplinary actions within the previous one year. MetroParks is not obligated to consider any untimely application.

Section 5. **Seniority List.** MetroParks shall maintain a seniority list, updated quarterly, showing the seniority of all employees in the bargaining unit. A copy of the seniority list shall be available for inspection at the Human Resources office, and a copy will be provided to the Union chapter chairperson.

Section 6. **Termination Of Seniority.** Seniority shall be terminated for the following reasons:

1. When an employee resigns or is discharged and is not reinstated under the grievance procedures of this Agreement.
2. When an employee is absent for three consecutive working days without notifying MetroParks, or fails to give satisfactory reason for failure to notify.
3. When an employee fails to report to work when due after a leave of absence expires, falsifies his/her reason in obtaining a leave of absence, or fails to give a satisfactory reason for failure to return to work.
4. When an employee who has been laid off fails to report for work within five calendar days after notice by registered letter has been mailed to employee's last known address. It shall be the responsibility of the employee to notify the Human Resources Department of any change in address.
5. When an employee is laid off through no fault of his/her own and has not been recalled for a period of twelve months or the length of MetroParks service, whichever is less.
6. When an employee has been absent on a leave of absence for any non-occupational illness or injury for a period in excess of six months.
7. When an employee has been absent on a leave of absence for any occupational illness or injury for a period in excess of twelve months.



## ARTICLE 7

### HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or schedules of work to any employees or to any group of employees. The right to establish the work schedule of an employee is the sole and exclusive prerogative of MetroParks.

Section 1. **Workday/Workweek.** A normal workweek for full-time employees shall be forty hours per week, and a normal workday shall be eight hours per day. For purposes of payroll, the workweek shall begin at 12:01 a.m. on Saturday and end at midnight on Friday, unless otherwise determined by the Five Rivers MetroParks. MetroParks will attempt to schedule an employee for two consecutive days off, to the extent that MetroParks, in its sole discretion, deems it practical to do so.

Section 2. **Rest Periods.** Full-time employees and part-time employees who work 8 hour days on a regular basis will be allowed one 15-minute rest period in the first four hours of their shift, and one 15-minute rest period in the second four hours of their shift, as designated by MetroParks. Full-time employees, and part-time employees who work six to eight hours per day on a regular basis, will be allowed an unpaid one-half hour lunch period.

Section 3. **Overtime.** Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay for all hours worked over forty hours per week. (For purposes of overtime pay, hours worked shall include paid vacation, paid holidays, and paid sick leave.) Employees may elect to take compensatory time off in lieu of receiving overtime payments. Such election must be made in writing prior to working the overtime; otherwise, the employee will receive overtime pay. "Compensatory time" shall accrue at the rate of one and one-half hours for each hour worked over forty hours per week (i.e., sixty hours of compensatory time equate to forty hours of work) up to a maximum of eighty hours of compensatory time. After the maximum accrual of compensatory time is reached, overtime worked shall be compensated with pay.

MetroParks will make an earnest effort to balance, as much as possible, any overtime hours for employees within a job classification at the assigned work location on a shift over a reasonable period of time. However, it is recognized that this may not be possible at any given moment of time. For purposes of balancing the distribution of overtime work, if an employee declines the opportunity for overtime work, the employee shall be charged with the declined time as if worked. Except in the case of an emergency, overtime hours for posted special events will be offered first to qualified employees assigned to the work location where the special event takes place.

An employee, upon five workdays' advanced written request to their supervisor, may schedule compensatory time off, provided that the scheduling of the time off will not adversely affect operations.

Upon termination of employment or transfer to another location within the bargaining unit, the employee shall be paid for all accrued, unused compensatory time at the employee's then-current hourly rate of pay.

Section 4. **Call-In Pay.** If an employee reports to work as a result of a Call-In, the employee shall receive credit for hours worked for the greater of 2 hours or the actual time worked. A "Call-In" occurs: (i) a supervisor calls an employee on a scheduled day off and asks the person to report to work on that day, or (ii) if a supervisor calls an employee to report to work on a day after their shift has ended, and after the employee was clocked out for at least 30 minutes prior to the supervisor calling the employee to report back to work. For the purposes of a clarity, and not in any way to limit the foregoing, a "Call-In" does not occur if a person is asked to report to work early, a "Call-In" does not occur if a person is asked to work late, a "Call-In" does not occur if a person is asked to perform work on any day when they were already scheduled to work, and a "Call-In" does not occur if a person is notified at least 24 hours in advance of the need to report to work on a particular day.

## ARTICLE 8

### LEAVES OF ABSENCE

Section 1. **Personal Leave.** An employee, upon application in accordance with the procedure established by the Company, may be granted an unpaid personal leave of absence at the discretion of MetroParks, when such leave of absence is for justifiable reason and provided it will not adversely affect operations. If, however, the employee accepts employment elsewhere without the consent of MetroParks during the leave of absence, the employee shall be considered to have terminated his/her employment. Normally, such leave will not exceed thirty days.

Section 2. **Leave Of Absence Due To Non-Occupational Illness Or Injury.** An employee who is unable to work due to a non-occupational illness or injury for a period in excess of the employee's accrued paid leave (e.g., sick leave, wage continuation, vacation, compensatory time, etc.) must request an unpaid leave of absence in writing before the end of such accrued paid leave. Extensions of the leave of absence may be granted, provided the employee's physician certifies that the employee is unable to return to work. MetroParks may require a medical examination by a physician designated by MetroParks as a condition of granting or continuing the leave and/or reinstatement. In no event shall the leave for illness or injury extend for more than six months from the date the employee last worked.

Section 3. Leave Of Absence Due To Occupational Illness Or Injury.

- A. An employee who, after a twelve-week wage continuation period, is unable to work due to occupational illness or injury must request an unpaid leave of absence in writing before the end of the wage continuation period.
- B. All leave due to occupational illness or injury will be handled in accordance with the Five Rivers MetroParks Risk Management Policy.

Section 4. **Military Service Leave.** Employees who are in, or enter, military service of the United States will be afforded all rights applicable by law.

Section 5. **Family And Medical Leave.** Eligible employees may take family and medical leave under MetroParks Family and Medical Leave Act ("FMLA") policy. Employees are required to exhaust accrued paid leave (e.g., sick leave, wage continuation, vacation, compensatory time, etc.) concurrent with FMLA leave. In addition, FMLA leave will run concurrently with leaves of absence under the Workers' Compensation system. If any provision of MetroParks' FMLA policy conflicts with the provisions of the federal or any applicable state Family and Medical Leave Act, then the provisions of the federal or applicable state FMLA will prevail.

Section 6. **Funeral Leave.** In the event an employee is required to be absent on a regularly scheduled workday as a result of the death of an employee's immediate family member ("immediate family," as used in this Article, includes spouse, registered partner, child, foster child, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, and grandparent-in-law) shall be paid a maximum of two days' pay at his/her regular straight-time rate for any regularly scheduled workdays falling within a consecutive two-day period, one day of which must be the funeral. Reasonable evidence supporting the claim of death of the family member may be requested by MetroParks.

## **ARTICLE 9**

### **JURY DUTY**

An employee who is called for jury service shall be excused from work for the time necessary to serve on the jury. The employee will be paid his/her standard, straight-time hourly wage rate for the time spent serving on the jury, provided that any money received for jury duty be turned over to MetroParks. In no case shall an employee be deemed to have lost more than eight hours' work in any one day. Jury duty pay shall be for a maximum of one hundred and twenty days per year per employee.

Employees will be required to work a part day or part shift when their absence as jurors is not required for the entire day or shift.

Employees shall present proof of time spent and pay received for jury duty. An employee chosen for jury duty shall notify his/her supervisor as soon as possible and shall keep MetroParks notified of scheduled absences as far in advance as possible.

## **ARTICLE 10**

### **SICK LEAVE**

Section 1. **Eligibility.** Regular full-time employees, and regular part-time employees who work sixty hours or more per pay period on a regular basis, shall be eligible for paid sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and the illness, injury, or death of an employee's immediate family member ("immediate family," as used in this Article, includes spouse, registered partner, child, foster child, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, and grandparent-in-law.

Section 2. **Accrual.** Sick leave for regular full-time will accrue at the rate of 4.6 hours per each eighty hours worked, with a maximum accrual of fifteen days per year. Sick leave for regular part-time employees will accrue at the rate of 3.33 hours per each fifty-eight hours worked, with a maximum accrual of ten (10) days per year. The accumulation of sick leave credit is unlimited. Sick leave may be used in minimum increments of one hour. Employees will not be paid for accrued but unused sick leave upon termination of employment, except as provided in Section 5 of this Article.

Section 3. **Notice.** In order to be paid for sick leave, the employee must give notice of absence from work to his/her supervisor not later than one-half hour prior to the employee's scheduled starting time; and upon the employee's return to work, he/she must complete a sick leave form for approval by the employee's supervisor and forward the form to the Human Resources Department. If the need for sick leave is foreseeable (e.g., scheduled surgery, birth of a child), the employee must notify his/her supervisor as soon as the employee is aware of the need for leave.

Section 4. **Certification.** MetroParks may request that the employee provide a physician's statement verifying the illness and its beginning and expected ending dates. Failure to provide this statement when requested, falsification of a sick leave form or physician's statement, or the application for sick leave with intent to defraud, shall be grounds for disciplinary action, including discharge, and the employee shall be required to refund any sick leave pay falsely obtained. Before returning to work from a sick leave lasting three workdays or more, the employee may be required to provide a physician's verification that the employee may safely return to work.

Section 5. **Payment Upon Retirement.** Employees who retire from active service with MetroParks, and who, at the time of retirement, have completed ten or more years of service with MetroParks, meet the eligibility requirements for retirement under the Public Employees Retirement System ("PERS"), and actually retire under PERS, may elect to receive payment for accrued but unused sick leave at the rate of one day of pay for every four days of accumulated sick leave, not to exceed thirty days of pay.

In the event of the death of an employee who had a minimum of ten years of service with MetroParks and was qualified to retire under PERS, accrued but unused sick leave will be paid to the employee's estate at the rate of one day of pay for every four days of accumulated sick leave, not to exceed thirty days of pay.

## ARTICLE 11

### VACATIONS

Section 1. **Eligibility.** Regular full-time employees who have been continuously employed with the MetroParks in active status for one or more years shall be eligible for vacation with pay in accordance with the following:

Completed Years Of Service	Rate Accrued Per 80 Hours Worked	Annual Total Vacation Allowance
1 year through 5 years	3.1	80 hours (10 workdays)
6 years through 12 years	4.6	120 hours (15 workdays)
13 years through 19 years	6.2	160 hours (20 workdays)
20 years and over	7.7	200 hours (25 workdays)

An employee whose first, sixth, thirteenth, or twentieth anniversary date of employment falls after January 1 of the current year will be entitled to the additional vacation provided by this Agreement after the actual anniversary date is reached.

To be eligible for vacation benefits during any calendar year, an employee must be actively employed in the vacation year.

Section 2. **Vacation Scheduling.** The vacation period shall be from January 1 to December 31, and time off for vacation will, insofar as operational requirements permit, be granted at those times desired by individual employees. MetroParks reserves the right to rearrange vacation schedules at any time when necessary due to operating schedules or other requirements.

Section 3. **General.**

- A. Eligible employees whose employment is terminated will receive vacation pay for earned but unused vacation time through their termination date.
- B. Employees shall use vacation leave in increments of one hour or more.
- C. An employee may carry over a maximum of one year of accumulated total vacation allowance to the following year, provided that the employee must notify the Human Resources Department in writing by December 1 of each year that he/she intends to carry over vacation time.
- D. Vacation leave must be requested by submitting a Request for Leave Form to the employee's supervisor. If the requested leave is for three days or more, the request must be submitted to the supervisor thirty days in advance, and MetroParks will respond to such leave request within fourteen working days. If the requested leave is for less than three days, the request must be submitted to the supervisor fourteen days in advance, and MetroParks will respond to such leave request within seven working days.
- E. Vacation time off will be paid at the employee's straight-time hourly wage rate in effect on the pay period immediately prior to the time the vacation is taken.
- F. In the event of the death of an employee, any earned but unused vacation time shall be paid to the employee's estate.

## **ARTICLE 12**

### **HOLIDAYS**

Section 1. **Designated Holidays.** The following are designated as holidays:

New Year's Day (January 1st);

Martin Luther King Day (third Monday in January);

Memorial Day (last Monday in May);

Independence Day (July 4th);

Labor Day (first Monday in September);

Veterans' Day (November 11th);

Thanksgiving Day (fourth Thursday in November);

The Day After Thanksgiving; and  
Christmas Day (December 25th).

If any of the above holidays falls on a Saturday or Sunday, then the preceding Friday (for a Saturday holiday) or the following Monday (for a Sunday holiday) shall be observed as the holiday, and the Saturday or Sunday shall not be regarded as a holiday.

Section 2. **Amount Of Holiday Pay And Eligibility.** Regular full-time employees shall receive an amount equal to eight hours' pay at the employee's standard straight-time hourly wage rate, for any of the above-designated holidays not worked, provided:

- A. The employee shall be on active pay status. ("Active pay status" includes sick leave and personal days.)
- B. The employee shall have worked his/her last scheduled workday preceding the holiday and his/her first scheduled workday after the holiday.

Section 3. **Scheduled But Not Worked.** An employee who is scheduled or instructed to work on a holiday and fails to work shall not receive any pay for the holiday.

Section 4. **Personal Days.** Each regular full-time employee will be credited with three personal days in January of each year, two which must be taken by the employee during that calendar year, and one which may be carried over into the next calendar year. Part-time employees working thirty or more hours per week on a regular basis will be credited with sixteen hours of personal time off in January of each year, to be taken by the employee during that calendar year. Part-time employees working twenty to twenty-nine hours per week on a regular basis will be credited with twenty hours of personal time off in January of each year, to be taken by the employee during that calendar year. The use of personal days and personal time off must be approved by the employee's supervisor. Personal days and personal time do not accumulate. Personal time may be used in one (1) hour increments.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. **Definition Of Grievance.** A grievance is a claim that the MetroParks has violated this Agreement. If MetroParks feels that a grievance is not valid or arbitrable, it will proceed to answer and process the grievance in accordance with all terms of this Article, but this will not waive MetroParks right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if the time limit is less than seven days, Saturdays, Sundays and holidays shall

not be included. If MetroParks fails to timely answer a grievance, the Union may appeal the grievance to the next step within the same time limits as if the grievance had been answered.

**Section 2. Filing Of Grievance.** A grievance may be filed by an employee, with or without a Union representative. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by the group will process the grievance. All employees who wish to be a party to a group grievance must sign an addendum sheet attached to the grievance form. MetroParks and the Union will mutually agree upon a standard grievance form to be used.

**Section 3. Grievance Procedure.** All grievances shall be handled exclusively as set forth in this Article. Grievances against MetroParks must be taken up within seven days of occurrence of the incident giving rise to the grievance in order to be arbitrable and shall be disposed of in the following manner:

**Step 1.** Between the employee or employees involved and their immediate supervisor and/or manager, with or without a Union representative. Within seven calendar days after the grievance is presented to the supervisor, he/she will render a decision.

**Step 2.** In the event the grievance is not settled in Step 1, the grievance must be reduced to writing, signed by the grievant and the Union representative, and submitted to the Human Resources Director, or his/her designee, within seven calendar days after the supervisor shall have rendered his/her decision. The Union and MetroParks will arrange a Step 2 meeting within seven days of the submittal of the written grievance. This meeting may be attended by the aggrieved employee, a Union representative, the Human Resources Director or his/her designee, and an additional representative on behalf of MetroParks.

Within seven calendar days after the grievance is presented in the Step 2 meeting, the Human Resources Director shall render his/her decision in writing. Any grievance not appealed to the Human Resources Director, as provided in Step 2, shall be considered settled by the decision of the supervisor in Step 1.

**Step 3.** In the event the grievance is not settled in Step 2, the Union may, within seven calendar days after the Human Resources Director has rendered his/her decision, appeal the matter to the Executive Director. Within seven calendar days of receipt of the appeal, the Executive Director or his/her designee shall meet with the employee and a Union representative to review the grievance. The Executive Director shall render his/her decision in writing within seven calendar days after the meeting. Any grievance not appealed to the Executive Director, as provided in Step 3, shall be considered settled by the decision of the Human Resources Director in Step 2.



All discharge and time off discipline cases submitted to the grievance procedure shall be initiated at Step 3. The grievance must be reduced to writing, signed by the grievant and the Union representative, and presented to the Executive Director or his/her designee, within seven days of the discharge or time off disciplinary action. Verbal warnings and written reprimands will not be arbitrated.

**Step 4.** In the event that the grievance is not settled in Step 3, then within seven calendar days after the Executive Director shall have rendered his/her decision (or within three days after any mutually agreed-upon mediation ends), the grievance may be submitted for arbitration and shall be handled as follows:

Within the seven calendar day period after the Executive Director shall have rendered his/her decision, the Union shall give MetroParks written notice of intent to arbitrate.

Following this request, either MetroParks or the Union may request that the Grievance be mediated by submitting a request in writing to the other party at the request to mediate the Grievance. If the other party agrees, in writing, the Party requesting mediation will petition to the American Arbitration Association ("AAA") for a list of mediators for the Grievance. The cost of the mediator shall be borne equally between the parties.

If neither party request mediation, or if one party does not consent to mediation, MetroParks and the Union shall select an arbitrator by mutual agreement, if possible. If no agreement on an arbitrator is reached within seven days, then either MetroParks or the Union may request a panel of seven arbitrators from the AAA.

The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator's decision shall be final and binding upon the parties to this Agreement. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses.

Any grievance not submitted for arbitration as provided in this Step 4 shall be considered settled by the decision of the Executive Director in Step 3.

## **ARTICLE 14**

### **GROUP INSURANCE**

Section 1. **Insurance Coverage.** MetroParks shall maintain, for the duration of this Agreement, a group health insurance program for regular full-time employees.

A. **Waiver Of Coverage.** MetroParks will pay regular full-time employees who waive health care coverage by completing a Health Care Waiver Form, the following annual amount:

Employee with no dependents (single coverage): \$840.00

Employee with dependents (family coverage): \$1,800.00

One-twelfth of this amount will be paid to the employee each month that the employee remains actively employed.

- B. Cost Sharing. Eligible employees may elect to participate in any health care plan(s) offered by MetroParks. For the duration of this Agreement, employees shall pay, through wage withholding 16.5% of the total cost of coverage elected in 2018, 17.5% for 2019, 18% for 2020, and 18.5% for 2021 the duration of the contract.

Employee contributions may be paid through any Internal Revenue Code Section 125 Plan which MetroParks may maintain.

If employee contributions for non-union MetroParks employees are less than the employee contributions established by this Article, employees shall pay the lower contribution amount.

MetroParks shall have the right to select the insurance carrier(s) or to self-insure.

- C. Contribution for Spousal Coverage. If an eligible employee enrolls a spouse who is also eligible for health care provided by the spouse's employer, the employee's monthly contribution for health care coverage will be increased by \$50 in addition to any other amounts described in this Article.

Eligible employees will be required to inform MetroParks about whether their spouses are employed and, if so, whether their spouses are eligible for health care coverage from their employer. If a spouse's employment status or eligibility changes, the employee must inform MetroParks within 60 days of the change.

The \$50 increase will apply to any employee who enrolls a spouse in health care coverage unless and until the employee certifies that the spouse is not eligible for health care from the spouse's employer.

An employee who does not provide accurate information about a spouse's employment status and/or eligibility for health care coverage may be subject to discipline, including but not limited to termination of employment.

Section 2. **Eligibility.** Regular full-time employees shall be entitled to participate in the group insurance program on the first day of the month following or coincident with the completion of thirty days of continuous service, if at work on that date.

Section 3. **Termination Of Insurance.**

- A. Resignation Or Discharge. All group insurance coverage shall cease on the date of the employee's termination.
- B. Military Service. Where Military Leave of Absence exceeds twenty-one days, all group insurance coverage ceases on the date leave begins.
- C. Layoff. When an employee is laid off, all group insurance coverage will continue for thirty days following the date of layoff, provided that the employee continues to pay his/her contribution toward the coverage.
- D. Personal Leave Of Absence. If an employee is granted a personal leave of absence, group insurance coverage shall continue for a period of thirty days, provided that the employee continues to pay his/her contribution toward the coverage.
- E. Illness, Injury, Or Maternity Leave. Group insurance coverage shall be continued for such period as the employee is totally disabled, provided that such continuation shall not exceed six continuous months for non-occupational illness or injury; and shall not exceed twelve months for occupational illness or injury; and also provided that the employee continues to pay his/her share contribution toward the coverage.
- F. Dependent Insurance Coverage. Dependent insurance coverage will terminate on the same date that the employee's coverage terminates.

Section 4. **Part-Time Employees.** Part-time employees may participate in group insurance by paying; through wage withholding, one hundred percent of the total cost of coverage. MetroParks shall not pay any amount of the cost.

Section 5. **Certificates Of Insurance.** Certificates of insurance from the carrier(s) selected by MetroParks, or from MetroParks if it elects to self-insure, shall be furnished to all eligible employees. The certificate shall state all of the terms and conditions of the group insurance coverage, including Coordination of Benefits. All rights, benefits, limitations, and conditions of insurance of all eligible employees and dependents shall be governed by the certificates, and the interpretation of all provisions of this Article shall in all respects be governed by and be subordinate to the terms and provisions of the certificates.

## **ARTICLE 15**

### **DUES DEDUCTION**

Section 1. **Dues Deduction.** MetroParks agrees to deduct Union membership dues in the amount certified to be correct by the Union to MetroParks, after completion of their probationary period, from the pay of those Union members who individually request in

writing that such deductions be made. MetroParks agrees to deduct Union initiation fees and assessments in the amount certified to be correct by the Union to MetroParks, from the pay of appropriate Union members.

Section 2. **Fair Share Fee.** If the Supreme Court of the United States determines that fair share fee is legal, a fair share fee provision shall be reinstated. MetroParks shall provide the names and home address of all new employees to the Union.

Section 3. **AFSCME/PEOPLE Fee.** MetroParks agrees to deduct AFSCME/PEOPLE fees from the pay of those Union members who individually request in writing that such deductions be made.

Section 4. **Indemnification.** The Union shall indemnify and save MetroParks and its agents, board, and employees harmless from any and all claims, demands, lawsuits, actions, or other forms of liability which may arise out of or result from any action taken or not taken by MetroParks in fulfilling the obligations imposed on MetroParks under this Article 15.

Section 5. **Cessation Of Deductions.** Deductions as set forth in this Article 15 shall cease upon the resignation or discharge of the employee; the transfer of the employee from the bargaining unit; the revocation by the employee of the written request for membership dues deduction or AFSCME/PEOPLE fees deduction; or the expiration of this Agreement.

Section 6. New employees will receive a sealed envelope of informational materials relating to this agreement and the Union. The materials provided in this envelope will be agreed upon in advance by Metro Parks and the Union. The Union will have responsibility for assembling these informational packets, at the Union's cost. MetroParks will ensure that pre-approved materials are provided to new employees once they are receive by the Union. The parties agree that the packets of materials shall only be assembled and reviewed during non-working time. MetroParks to notify the Chapter Chairperson of any employee who completes probation.

## ARTICLE 16

### UNIFORMS AND EQUIPMENT

Section 1. **Uniforms And Appearance.** MetroParks shall furnish uniforms and equipment for employees required to wear uniforms. Employees are responsible for maintaining reasonable standards of personal care with respect to cleanliness and repair of uniforms. Employees will not attach anything to the uniform that detracts from the desired uniform appearance. All uniforms remain the property of MetroParks and must be turned in when requesting new uniforms or when the employee is separated from employment with MetroParks.

Section 2. **Uniform Complement.** The uniform complement for employees is as follows:

- 6 shirts (employees may select combination of long and short sleeves)
- 7 trousers (employee may select combination of long and short pant legs)
- 1 all-season jacket (or a hoodie)
- 1 winter jacket
- 2 ball caps
- 1 winter cap

During the life of this CBA, employees shall be eligible for reimbursement of a total of \$160 for the purchase of two (2) bib overalls (1 insulated and one (1) uninsulated). Note that any employee who seeks this reimbursement will need to return all leased coveralls to their supervisor prior to receiving any reimbursement.

A reasonable amount of work gloves shall be provided through the Company by their supervisor's ProCard or otherwise.

Section 3. **Summer Uniforms.** Upon approval by the employee's supervisor, employees may wear issued uniform shorts, from April 1st through October 1<sup>st</sup> of each year. Supervisors will give approval unless safety is an issue.

Section 4. **Reimbursement for Safety Shoes.** Employees in job classifications who are required by MetroParks to wear safety shoes will receive one voucher per year up to \$150.00 for the purchase of MetroParks approved safety shoes from a vendor of MetroParks' choice.

## **ARTICLE 17**

### **MEMBERSHIP RENEWAL**

Section 1. **Membership Renewals.** The MetroParks will reimburse regular full-time employees for the cost of renewing: (a) a commercial driver's license ("CDL"); (b) an Ohio Parks and Recreation Association ("OPRA") membership; National Recreation & Parks Association (NPRA) and (c) a pesticide license. In order to be reimbursed, the employee must timely submit appropriate documentation to the Accounts Payable Department.

Section 2. **Educational Assistance.** All employees are eligible for educational assistance in accordance with the guidelines and parameters set forth in MetroParks education assistance program. MetroParks may amend, modify, or discontinue such program at any time.

## ARTICLE 18

### NON DISCRIMINATION

Section 1. **Non Discrimination, Interference, Or Coercion.** There shall be no discrimination by MetroParks against any employee because of membership in the Union; the Union agrees not to intimidate, interfere with, or coerce non-union employees of MetroParks **and** not to solicit members on MetroParks time.

Section 2. **Abiding By Applicable Laws.** MetroParks, the Union, and each employee covered by this Agreement will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, sexual orientation, gender, religion, sex, national origin, age, disability, or status as a veteran. The provisions of this Agreement shall in every case be interpreted so as not to conflict with such laws and regulations.

## ARTICLE 19

### SAVINGS CLAUSE

If any provision of this Agreement is found by a court of Law to be in conflict with any applicable law or regulation, such provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The parties, upon request, will meet and confer concerning possible revisions resulting from the invalidation.

## ARTICLE 20

### HEALTH AND SAFETY

Section 1. **Cooperation.** MetroParks agrees to maintain reasonable provisions for the health and safety of its employees during their hours of employment. The Union and all employees agree to cooperate with MetroParks on all matters pertaining to health and safety.

Section 2. **Returning From Leave Of Absence.** Employees returning from a leave of absence because of illness or injury may be required to undergo a medical examination by, and receive the approval of, a MetroParks-designated physician before being permitted to return to work. If such an examination is required, it shall be paid for by MetroParks.

Section 3. **In Interest Of Health And Safety.** In the interest of health and safety, MetroParks may require a medical examination, by a MetroParks-designated physician, of an employee at any time. If such an examination is required, it shall be paid for by

MetroParks. If the examination discloses that the employee's condition jeopardizes his/her health or safety, or that of other employees, or his/her job performance, MetroParks may relieve the employee from active employment.

Section 4. **Health And Safety Committee.** In order to provide for maximum cooperation in matters of health and safety, MetroParks will continue a Health and Safety Committee which will include at least three bargaining unit employees.

The Health and Safety Committee shall act solely in an advisory capacity in regard to identifying potential problems involving health and safety and sources of accidents and injury; recommending changes or additions to protective equipment or devices for the elimination of hazards; and developing and promoting health and safety programs and enlisting employee participation and support.

## **ARTICLE 21**

### **LABOR-MANAGEMENT COMMITTEE**

Section 1. **Committee Membership.** A labor-management committee shall be established consisting of three representatives of MetroParks and three bargaining unit employees.

Section 2. **Committee Meetings.** Meetings of the committee shall be held periodically, but not more than five times per year, at a mutually agreed-upon date, time and location, for the purpose of disposing of matters arising under this Agreement. The employees shall be paid straight-time for time lost while attending the committee meetings. Committee meetings shall not interfere with the operational needs of MetroParks.

## **ARTICLE 22**

### **PERSONNEL FILES**

Section 1. **Access To File.** On the first Wednesday of each calendar quarter (January, April, July, and October), employees and/or the employee's bargaining unit representative may inspect the employee's personnel file for thirty minutes, provided that the employee request such inspection in writing ten days prior to the quarterly inspection date. The employee must submit such written request to Human Resources. When an inspection is made, MetroParks may record the date and names of the individuals inspecting the personnel file. The employee may obtain a copy of any new material contained in his/her file without cost.

Section 2. **Written Statement.** If the employee has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may submit a written statement to Human Resources, explaining his/her position.

## **ARTICLE 23**

### **PERFORMANCE EVALUATION**

Section 1. **Annual Evaluation.** Employees will receive an annual performance evaluation. Employees may not challenge the evaluation through the grievance procedure, but may administratively appeal to the Human Resources Director or his/her designee. The employee may appeal the decision of the Human Resources Director to the Executive Director or his/her designee. The Human Resources Director or his/her designee will investigate the employee's complaint. Any such administrative appeal must be based upon the unfair characterization of the employee's job performance and rating. No supervisory memorandum will be used as the basis for a less than "Meets Standards" evaluation, unless the employee has reviewed the memorandum and has either signed, or has refused to sign, the memorandum. The employee will be allowed to submit his/her comments regarding the evaluation. A Union Steward may attend the appeal meeting with the Human Resources Director or his/her designee and/or the Executive Director or his/her designee.

## **ARTICLE 24**

### **METROPARKS RULES**

Section 1. **Affirmation Of Rules.** MetroParks Rules, including the disciplinary penalties for violations of those rules, are attached to this Agreement as Exhibit "A." These MetroParks Rules have been negotiated between MetroParks and the Union and are a part of this Agreement. Thus, an arbitrator cannot disturb the penalty associated with a specific rule violation unless he/she finds the grievant innocent.

Section 2. **Addition Of Rules.** If MetroParks decides to add any new rule(s), or to revise any existing rule(s) to MetroParks Rules, the Union will be notified fourteen days prior to the MetroParks' implementation of the change(s) to the Rules. If the Union disagrees with the new rule(s), it shall have the option of grieving the reasonableness of the rule(s) and the penalty for its violation.



## **ARTICLE 25**

### **WAGES**

Section 1. Minimum & Maximum Wages. For the duration of this Agreement, minimum and maximum wage rates will be established as set forth in Exhibit B. Nothing in this Article is intended to increase these minimum and maximum wage rates.

Section 2. Wage Increases. Effective April 21, 2018 until April 20, 2019, on the Employee's review date, any employee who received meets expectation or higher will receive a 4% wage increase effective on their review date. Effective April 21, 2019 until April 20, 2020, on the Employee's review date, any employee who received a meets or higher will receive a 3% wage increase effective on their review date. Effective April 21, 2020 until April 20, 2021, on the Employee's review date, any employee who received or higher will receive a 2% wage increase effective on their review date. Employees who receive any performance rating less than "Meets Expectations" shall receive no increase for that year.

Employees who reach the maximum wage rate in their pay grade shall not have their pay rates increased beyond the maximum rate but shall instead receive a lump sum payment equal to the difference between the % wage increase and the maximum wage.

Section 3. Shift Differential. Employees who are scheduled to work more than five hours after 2:30 p.m. in a single workday shall receive a shift differential for all hours worked after 2:30 p.m. From April 21, 2018 until April 20, 2020 the shift differential shall be 20 cents per hour. On April 21, 2021 until the termination of this Agreement, the shift differential shall be 25 cents per hour.

## **ARTICLE 26**

### **AGREEMENT COMPLETE**

Section 1. MetroParks and the Union have had ample opportunity to present for negotiations any subject desired. Each, therefore, clearly and unmistakably waives for the remainder of the term of this Agreement the right to request either party to negotiate on any subject, whether or not covered in this Agreement and whether or not mentioned during negotiations, except with respect to the negotiation of a new contract under Article 27. This shall not be considered "boiler-plate" or a routine "zipper clause."

Section 2. This Agreement is complete in writing. It may be amended only by an instrument in writing, signed by MetroParks and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor

does it obligate to continue in effect, any working condition, benefit, or past practice (including grievance settlement) which is not specifically covered by, or specifically contained in, this Agreement, or which is not specifically included in a published "side agreement" (if any) dated to coincide with, and made a part of, this Agreement. Settlements of all grievances challenging actions that occurred before the effective date of this Agreement and which may be resolved during the term of this Agreement are non-precedent setting.

Section 3. If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in Section 1 of this Article, nor shall the making of any amendment in any way negate Section 1.

## **ARTICLE 27**

### **TERM OF AGREEMENT**

This Agreement shall become effective on April 21, 2018, and shall remain in full force and effect through April 20, 2021, and shall be self-renewing for one-year periods thereafter, unless, sixty days prior to April 20, 2021, or to the anniversary date of any automatic extension, either party delivers to the other, written notice of its intent to terminate or modify this Agreement.

Notwithstanding anything else in this Agreement, no act, omission, or event occurring after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement, nor shall it be subject to arbitration.

WITNESS THE SIGNATURES of the parties to this Agreement, on this 20<sup>th</sup> day of  
September, 2018.

FOR:  
BOARD OF PARK COMMISSIONERS  
OF FIVE RIVERS METROPARKS



Rebecca A. Benná  
Executive Director



Antoine Tweedie  
Human Resources Manager

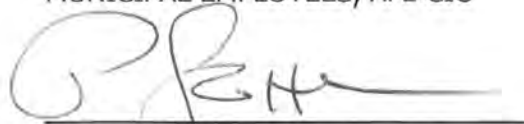


Bill Tschirhart  
Chief of Administration

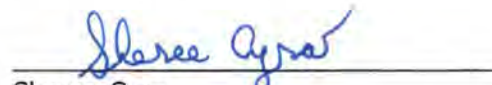


Karen Hesser  
Chief of Operations

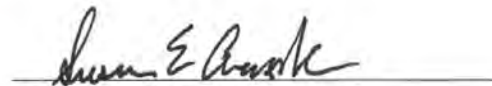
FOR:  
OHIO COUNCIL 8, LOCAL 101, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO



P. Scott Thomasson  
Ohio Council 8, AFSCME  
Staff Representative



Sheree Cyra  
Vice Chair



Susan Arnold  
Bargaining Committee Member



Eugene Alcorn  
Bargaining Committee Member

Justin Shade  
Bargaining Committee Member

## EXHIBIT "A"

### METROPARKS WORK RULES

The reason for MetroParks Rules is to provide a guide to employees so that their actions will not interfere with the orderly and proper operations of the MetroParks.

The purpose of disciplinary action is not to punish, but to discourage repetition of misbehavior by the offender or by another following his/her example. Because the violation of some rules is more serious than the violation of others, discipline is governed by the seriousness of the offense. The employee shall be informed of action taken by the MetroParks as a result of violation of these rules, within forty-five days after the violation is known by the Park Manager.

Where investigation proves the following violations of MetroParks standards of conduct, not excluding others that may be later promulgated and announced, such violations will receive one of the following progressive disciplinary actions depending upon the infraction. A disciplinary action that is less than discharge shall serve as a basis for further disciplinary action for a period of twenty-four months from the date it is issued. After twenty-four months, such disciplinary action shall be placed in a sealed envelope in the employee's personnel file and marked "for Directors' use only." MetroParks will notify the employee and the Union zone steward, in writing, of any disciplinary hearing, and shall provide the employee and the Union zone steward with a copy of any written reprimand, suspension, or discharge. Discharge and other discipline shall be for cause, except as provided in Article 6. [probationary employees]

#### Group 1

*First Violation of Any of These Rules: Written Reprimand.*

*Second Violation of Any of These Rules: 6 to 40 Work Hour Suspension.*

*Third Violation of Any of These Rules: Discharge.*

1. Habitual Tardiness.
2. Habitual Absenteeism.
3. Failure to report a work-related accident or injury; a traffic violation in a MetroParks vehicle; damaged, lost or stolen MetroParks property; or unsafe equipment to a supervisor or member of management.

4. Failure to use safety equipment furnished by the MetroParks or to comply with Safety Rules.
5. Discourtesy to the public.
6. Inefficiency or lack of application on the job.
7. Gambling or engaging in games of chance on MetroParks property.
8. Unauthorized operation of tools or machinery.
9. Misuse or damaging of MetroParks property
10. Placing of unauthorized materials on walls, equipment, toilets, or bulletin boards.
11. Horseplay or distracting or bothering others.
12. Improper use of radio or failure to follow radio procedures.
13. Engaging in any unauthorized activity, including solicitation, during working hours that is not closely related to, or a part of, the employee's regular job.
14. Failure to maintain MetroParks-issued gear, uniform, or equipment in good working order or condition.
15. Adding to, altering, modifying, or otherwise changing any piece of MetroParks-issued gear or equipment without proper authorization.
16. Failure to maintain reasonable standards of personal grooming.
17. Failure to promptly notify the MetroParks of the employee's residence address and telephone number, or changes in address or telephone number.
18. Engaging in political activities during working hours, or expending MetroParks monies on a partisan political activity.
19. Failure to disclose affiliations with individuals or organizations which contract with or receive anything of value from the MetroParks.
20. Failure to properly disclose outside employment.
21. Use of gear or equipment that has not been issued or approved for use by the MetroParks.
22. Personal use of MetroParks equipment or supplies, including telephones, vehicles, computers, and copy machines.

## **Group 2**

*First Violation of Any of These Rules: 6 to 240 Work Hour Suspension.*

*Second Violation of Any of These Rules: Discharge.*

1. Smoking in unauthorized areas or in clear view of the public.
2. Leaving the work area during working hours without permission.
3. Sleeping during working hours.
4. Neglect of duty.
5. Engaging in conduct that endangers self or other employees, or the public.
6. Reporting for duty under the influence of alcohol or illegal drugs.
7. Transporting unauthorized persons or property in a MetroParks vehicle.
8. Borrowing or loaning of MetroParks equipment or supplies without permission of a supervisor.
9. Expenditure of MetroParks monies or making other commitments on behalf of the MetroParks without prior approval by a manager.
10. Failure to maintain a valid Ohio Driver's License and state-required insurance coverage on personal vehicles used for approved MetroParks business.
11. Failure to disclose changes in driving record which would result in MetroParks-established restriction of driving privileges.

## **Group 3**

*First Violation of Any of These Rules: Discharge.*

1. Insubordination.
2. Dishonesty.
3. Possession on the person or consumption of alcoholic beverages, narcotics, or illegal drugs while on MetroParks property.
4. Possession of weapons on MetroParks property.
5. Immoral or indecent conduct on MetroParks property.
6. Theft or misappropriation of property of the MetroParks or other employees.
7. Assault, disorderly conduct, harassment, or threats to a supervisor or another employee, or fighting on MetroParks premises.

8. Sabotage of MetroParks property, or the property of another employee.
9. Falsifying any public documents or MetroParks records, including an application for employment, time reports, medical or other records.
10. Willful waste of MetroParks materials, supplies, etc.
11. Gross negligence.
12. The giving or taking of a bribe of any nature as an inducement to obtain materials, labor, or work.
13. Conviction of a felony.
14. Willful violation of any federal, state, or local law.

**EXHIBIT "B"**

**WAGE RATES**

<b>WAGE RATES</b> Effective April 21, 2018		
<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
3	\$13.18	\$20.09
5	\$15.47	\$23.78
6	\$16.72	\$25.69

<b>WAGE RATES</b> Effective April 21, 2019		
<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
3	\$13.44	\$20.50
5	\$15.78	\$24.25
6	\$17.05	\$26.21

<b>WAGE RATES</b> Effective April 21, 2020		
<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
3	\$13.71	\$20.91
5	\$16.10	\$24.74
6	\$17.39	\$26.73

Effective April 21, 2020, Employees who are engaged to perform work felling trees and/or driving a vehicle that requires a Commercial Driver's License (CDL) shall receive an extra .50 cents per hour for all hours spent performing these specific tasks.



## MEMORANDUM OF UNDERSTANDING

Five Rivers MetroParks and the Ohio Council 8, AFSCME, AFL\_CIO ("Union") hereby agree that Article 11 of the Collective Bargaining Agreement prohibits the carryover from one year to the next, of a vacation balance larger than a single year accrual. Through an administrative error, some employees were inadvertently notified that they carried over greater than a single year of accrual. In order to allow employees an opportunity to use vacation and to resolve any and all grievances or disputes that may arise related to this issue, the Company and the Union hereby agree as follows:

1. Any employee who has received notice that the employee has carried over vacation in excess of one (1) year of accruals from 2017 to the 2018 year ("Employee") shall continue to accrue vacation in accordance with the contract, until June 1, 2019.
2. Employees, as defined in Paragraph 1, must have used sufficient vacation on or before June 1, 2019 such that the total vacation accrual at that time is a maximum of two (2) years of accrual.
3. If any employee has more than two (2) years of accrual on June 1, 2019, all amounts in excess of two (2) years of accrual shall be forfeited by the Employee.
4. If the employment of any employee described in Paragraph 1 ends on or before June 1, 2019, the employee shall receive a payout of vacation equal to the lesser of 1) the employee's then current accrued but unused vacation, or 2) Two (2) years of vacation accrual as defined under the CBA.
5. Moreover, the Parties agree that no other employees shall be permitted to carry over more than a single year of accruals.
6. After June 1, 2019, the Company shall enforce the vacation carryover rules as set forth in the CBA.