

AGREEMENT

between

THE STARK COUNTY PARK DISTRICT

and

AFSCME, OHIO COUNCIL 8,  
LOCAL 2183

Effective: January 1, 2020  
Expires: December 31, 2020

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## **ARTICLE 1- PURPOSE**

This Agreement, entered into between the Stark County Park District (hereinafter referred to as the Employer), and Local 2183 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the Union).

WHEREAS, this Agreement has as its purpose to provide a peaceful adjustment of differences between the Parties, to promote the interest of the employees, and to set forth herewith terms and conditions of employment, rates of pay, and hours of work for employees covered by this Agreement.

NOW THEREFORE, in consideration of these mutual covenants herein contained, the Parties agree as follows:

## **ARTICLE 2 - RECOGNITION**

### **Section 1.**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Stark County Park District for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms, and all conditions of employment in the certified Bargaining Unit as follows:

**INCLUDED:** All full-time and regular part-time service, natural resources and maintenance employees of the Stark County Park District, except those excluded.

**EXCLUDED:** All management level, supervisory, professional, student, and confidential employees as defined by O.R.C. Chapter 4117; all seasonal, part-time and casual employees as defined by the State Employment Relations Board, including: Administration Department, Financial Department, Education Department, Marketing, Enterprises, Wildlife Rehabilitation, Operations Department (other than those listed above), Natural Resources Department employees (other than those listed above) and Public Safety employees.

### **Section 2.**

The Employer shall notify the Union within ten (10) days of the establishment of any newly created Bargaining Unit job classification and the parties shall meet for the purpose of negotiating a wage rate and job description. In the event an agreement is not reached within thirty (30) days, the Employer may unilaterally implement the wage rate, which if not agreed to may be submitted by the Union to mediation per this Agreement.

### **Section 3.**

Employees of the Employer who are employed in classifications outside the Bargaining Unit and who become employed in Bargaining Unit covered classifications shall be considered as a new employee for purposes of seniority under provisions of this Agreement. However, such

employees shall receive credit for accumulated Sick Leave, Vacations, Retirement, or other type of benefits accrued.

**Section 4.**

Work that has traditionally been the exclusive work of Bargaining Unit members shall not be scheduled to be performed by non-Bargaining Unit members. Nothing in this section shall prevent non-Bargaining Unit members from performing Bargaining Unit work that is minimal in nature, two (2) hours of work or less. This provision shall not be used to erode the Bargaining Unit.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 1.**

The Employer agrees not to discriminate against any employee because of age, race, sex, color, creed, national origin, Union activity, political affiliation, political activity, disability, or handicap.

**Section 2.**

Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

**ARTICLE 4 - NO LOCKOUT, NO STRIKE**

**Section 1.**

The Employer will not lockout any employee, or employees, for the duration of this Agreement. Union agrees not to strike for the duration of this Agreement.

**ARTICLE 5 - CHECKOFF**

**Section 1.**

The Employer agrees to deduct Union dues, initiation fees, and assessments from the pay of any non-probationary employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

**Section 2.**

Deductions will be made from the pay of employees each bi-weekly pay period. Should deduction not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

**Section 3.**

The Employer's obligation to make such deductions shall terminate automatically upon

termination of the employment of the employee who signed the authorization or upon his transfer to a job with the Employer not covered by this Agreement.

#### **Section 4.**

Deductions provided in this Article shall be transmitted to the Controller of Ohio Council 8 no later than the tenth day following the pay from which dues are deducted. The Employer will furnish, together with its check for Union dues, an alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's social security number. A copy shall be submitted to the Ohio Council 8 Akron Regional office and the Local Union at the same time.

#### **Section 5.**

All Bargaining Unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All Bargaining Unit employees who do not become members of the Union shall pay a fair share fee to the Union, as a condition of employment. This condition is effective ninety (90) calendar days from the employee's date of hire or the date this Agreement is signed by the Parties, whichever is later.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in the accordance with Section 4 of this Article.

Any employee who refuses to pay a fair share fee shall not be retained in the employ of the Employer, provided the Union has notified the Employer and the employee in writing by certified mail of such default, and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings, arising out of the Employer's agreement with the Union contained in Section 5 of this Article.

### **ARTICLE 6 -MANAGEMENT (EMPLOYER) RIGHTS**

#### **Section 1.**

Except as limited by express provisions of this Agreement, the Employer shall have the right to:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Employer's operations;
4. Determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer as a governmental unit.

### **Section 2.**

Management reserves the right to make reasonable Rules and Regulations regarding conduct of employment and employees. The Union may grieve a particular Rule or Regulation implemented by the Employer if the Rules adversely affects an employee and the Union alleges that the Rule is unreasonable.

## **ARTICLE 7 - UNION ACTIVITY & UNION RIGHTS**

### **Section 1.**

Accredited representatives of the Union shall have access to the Employer's facilities for the purpose of investigating grievances and meeting with local Union representatives, Employer representatives and employees concerning matters covered by terms of the Agreement. Prior to facility access, required to perform any activity covered in this section, the Union representative shall request permission from the Employer, which shall not be unreasonably denied.

### **Section 2.**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee covered by this agreement refuses to enter any property involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another Union.

**Section 3.**

Any alleged violation of Union rights is subject to immediate review at Step 3 of the Grievance Procedure.

**ARTICLE 8 - UNION BULLETIN BOARDS**

**Section 1.**

The Employer shall provide bulletin boards in areas of work for Bargaining Unit employees. The bulletin boards shall be used for posting Union literature, Union information, government required postings, and other miscellaneous job related postings.

**ARTICLE 9 - UNION REPRESENTATION**

**Section 1.**

Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement shall be known as Stewards, and each Steward shall be permitted an alternate steward who shall be recognized and permitted to act as Steward only when the regular Steward is absent from work. The Union shall designate the area each Steward shall be permitted to represent.

**Section 2.**

There shall be a grievance committee comprised of the Local Union President and two (2) Stewards who shall be permitted to investigate and process-advanced grievances during working hours without loss of pay.

**Section 3.**

Upon notification and permission of the supervisor, Stewards shall be permitted to investigate and process grievances during working hours without loss of pay.

**Section 4.**

Upon notification and permission of the Director, the grievance committee shall be permitted to meet with Council 8 Representatives concerning provisions of this Agreement during working time without loss of pay.

**Section 5.**

The Union will notify the Employer of the names of the Local Union officers and Stewards. The Union will also notify the Employer of any changes that take place.

## ARTICLE 10 - DISCIPLINE

### **Section 1.**

Employees may be disciplined, suspended, or discharged for just cause.

### **Section 2.**

Any discipline against an employee must be taken within twenty (20) working days from the time the Employer has knowledge of the event unless extended by mutual agreement.

An employee shall have the right of a Union representative at any step of the disciplinary process or counseling session for the purpose of resolving any dispute.

### **Section 3.**

Any discipline on an employee's record shall cease to have effect after a period of twelve (12) months, and shall thereafter not be used against the employee in any manner except for gross misconduct.

### **Section 4.**

All notices dealing with discipline shall state the type and amount of discipline imposed and the reasons for the disciplinary actions taken. The employee and Union shall receive a copy of any written disciplinary action at the time of discipline.

### **Section 5.**

The Employer agrees to follow a progressive disciplinary process when appropriate. Progressive discipline shall consist of verbal and written warnings, suspensions, and at last resort, termination. Progressive discipline shall not be followed in cases involving insubordination or severe misconduct. (Examples of severe misconduct include, but are not limited to illegal activity, dishonesty, theft, fighting on the job, acts endangering others or insubordination.)

### **Section 6.**

Any suspension shall be unpaid and will be for a specific number of consecutive days which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall not be counted as days for the purpose of suspension.

### **Section 7.**

Employee grievances regarding suspensions and/or discharge may be initiated at Step 3 of the Grievance Procedure.

### **Section 8.**

Union representation shall be present when an employee is disciplined with suspension or discharge. Prior to leaving the premises a local Union steward will have an opportunity to meet and interview the employee. This provision does not include conduct which is of a criminal nature.



## ARTICLE 11 - GRIEVANCE PROCEDURE

### Section 1.

Should any dispute or grievance arise between the Employer and an employee or Employer and Union regarding interpretation and/or application of or compliance with any provision of this Agreement, including disciplinary action, the grievance procedure stated in this article shall be the exclusive remedy for resolving such disputes.

**Step 1-** An employee who has a grievance will, within five (5) working days after the grievance arises, take it up orally with his immediate supervisor and may request to have his-Steward present. The supervisor shall give his response within five (5) working days after the grievance is presented. If the supervisor fails to meet and/or respond in a timely manner, the grievance automatically proceeds to the next step, step 2.

**Step 2 -** If the grievance is not satisfactorily settled at Step 1, the grievant may, within five (5) working days, file a written grievance on a grievance form supplied by the Union. The Department Head shall meet with the employee and/or Steward to review the matter within five (5) working days after the grievance has been filed and shall provide a written response within five (5) working days after such meeting. If the Employer fails to meet and/or timely respond, the grievance automatically proceeds to the next step, step 3.

**Step 3 -** If the grievance is not satisfactorily settled at Step 2, the Steward may, within five (5) working days, appeal it in writing to the Stark County Park District Director. The Park Director shall, within five (5) working days, schedule a meeting on the appeal with the grievance committee. The Park Director shall give his written response to the grievance within five (5) working days of said meeting. The Ohio Council 8 Regional Director or members of the Regional Director's staff may attend any Step 3 meeting. A copy of the response shall also be submitted to Ohio Council 8 within five (5) working days after such Step 3 meeting. If a meeting or response is not timely made by the Director the grievance will automatically proceed to the next step, step 4.

[1] A policy grievance which affects all or a substantial group of employees, covered by this Agreement, and arises from the same event or set of facts may initially be presented by the Union itself at Step 3 of the Grievance Procedure.

[2] Grievances involving the discharge of an employee or any other running-back-pay liability case may be brought initially at Step 3 of the Grievance Procedure.

**Step 4 -** If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of an AFSCME Ohio Council 8 Representative within thirty (30) working days of receiving the Step 3 response, in accordance with Section 4 of this Article.

### Section 2.

The time limits provided for in this Article may be extended by mutual agreement of the Employer and the Union. "Working days" as used in this Article shall not include Saturday,

Sundays, or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under the Agreement. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employees. The Union shall have the right to withdraw any grievances from the Grievance Procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

### **Section 3.**

Prior to proceeding to Step 4 Arbitration, the Union and Employer may mutually agree to submit the dispute to grievance mediation as agreed to between the parties. For mediation the, Federal Mediation and Conciliation Services (FMCS) will used or a mediator will be selected upon mutual agreement

All grievances that have been appealed to arbitration may be referred to mediation unless either party determines not to mediate a particular grievance. Referral to mediation automatically stays the arbitration procedure.

1. Each member of the mediation panel may be asked to provide a schedule of available dates, and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent schedules allow.
2. The Union may select the Bargaining Unit members that it wants at mediation.
3. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a mediated grievance is appealed to arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing.
4. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.
5. The dates, times, and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling a mediation session.
6. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. The parties shall share

fees and expenses for grievance mediation equally.

**Section 4.**

1. In the event that the Grievance is not resolved at Step 3, the Union may request arbitration within thirty (30) working days of receipt of the decision of the Director. Such request shall be in writing. If the Union does not request arbitration of the grievance within thirty (30) working days of receipt of the Step 3 decision, then the grievance will be considered resolved based upon the Step 3 decision.
2. Within ten (10) working days after Arbitration is requested, the parties shall attempt to select an Arbitrator by mutual agreement. If such agreement is not reached, the Union may request a list of seven Arbitrators from the Federal Mediation and Conciliation Services within ten (10) working days.
3. The losing party shall pay the fees and expenses of the arbitration. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this Agreement. All decisions of the Arbitrator shall be consistent with his/her jurisdiction, power, and authority as set forth herein. The Arbitrator shall render a written decision to the parties within thirty (30) days of the close of the hearing.
4. The parties acknowledge that, pursuant to 4117.10 (A), this Agreement provides for the final and binding arbitration of grievances. Therefore, the Employer, Bargaining Unit Employees, and AFSCME are subject solely to this grievance and arbitration procedure, and the State Personnel Board of Review or the Civil Service Commission have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance and final and binding arbitration procedure.

**Section 5.**

Union employee witnesses, the grievant, Union Stewards and the Union President shall not lose pay for attendance at arbitration and/or mediation proceedings.

**ARTICLE 12 - PROBATIONARY PERIOD**

**Section 1.**

Newly hired Bargaining Unit employees shall be probationary employees for a period of ninety (90) workdays. A workday is defined as a day that the probationary employee actually works. During the probationary period, an employee may be terminated by the Employer for any reason and the probationary employee shall have no recourse to the grievance process or any other procedure or forum at the Stark County Park District.

## **ARTICLE 13 - SENIORITY**

### **Section 1.**

Seniority is an employee's uninterrupted length of service with the Employer including any approved leaves of absence. Newly hired Bargaining Unit employees who have completed their probationary period shall be entered on the Bargaining Unit seniority list, with seniority retroactive to date of hire.

### **Section 2.**

The Employer shall post a copy of the Bargaining Unit seniority list showing the seniority of each employee listed by job classification and department on designated bulletin boards. The Seniority List shall be updated as needed.

### **Section 3.**

A Bargaining Unit employee shall lose all seniority rights for any one or more of the following reasons:

1. Retirement;
2. Voluntary resignation;
3. Discharge, subject to grievance procedure;
4. Failure to return to work within three (3) days after expiration of an approved leave of absence, unless there is a reasonable extenuating circumstance for the failure to do so;
5. Job abandonment, defined as failure to show up for work and/or failure to notify the Employer for three (3) consecutive days from any scheduled workday, unless there are reasonable extenuating circumstances for the failure to do so;
6. If the employee is recalled from layoff and fails to return to work within fourteen (14) calendar days, or as otherwise agreed between the Employer and employee, and or;
7. Accepts a position with the Employer that is outside the Bargaining Unit.

### **Section 4.**

An employee who moves from the Bargaining Unit to a non-Bargaining Unit position shall lose all seniority in the Bargaining Unit. If such employee returns to the Bargaining Unit, after ninety (90) working days and/or into a different position, the employee will be considered a new employee per Article 12. Such employee shall maintain credit for vacation, retirement, sick leave, and other benefits of this type that are accrued by seniority or hours worked.

## ARTICLE 14 - LAYOFF AND RECALL

### Section 1.

When layoffs within the Bargaining Unit are to be made for lack of work or lack of funds, the Union and the Employer shall meet to discuss alternatives to layoff.

Whenever it becomes necessary to reduce the work force, the Employer shall layoff in the following manner:

1. Any temporary, part-time, casual, or seasonal employees performing work within the Operations Department or who are doing Bargaining Unit work shall be the first to be laid off.
2. Any probationary employees within the Bargaining Unit shall be next to be laid off.
3. Next to be laid off will be full-time employees, starting with employees with the least seniority within the affected classification.
4. To avoid layoff, an employee(s) may use seniority to bump a less senior employee where the employee is qualified to perform the job. When an employee exercises his/her right to bump, the employee will be paid the step and the rate of the job to which that employee bumps. No employee shall be hired in a Bargaining Unit classification that has Bargaining Unit members on layoff or bumped out of their classifications.
5. The Employer will provide fourteen (14) working days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain effective date of layoff and reason for layoff.
6. When affected employees have a tie in seniority date, layoff shall be determined by a coin toss.
7. Employees shall have two (2) working days from receipt of notice of layoff to inform the Employer, in writing, of their election under Article 14 Section 1 (4). The Employer shall have two (2) working days to confirm or deny the employee's option to bump in conformance with Article 14 Section 1 (4) of this Article.
8. An employee shall have the option of either accepting work in any classification into which the employee can bump or accepting the layoff at the employee's discretion.
9. Employees who opt for layoff will not have unemployment challenged by the Employer.

10. Employees who are on layoff will be notified of job posting which occur during the layoff period and shall be considered for the opening pursuant to Article 15.

### **Section 2.**

1. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone and sent by certified mail the same day. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last known address provided by the employee.
2. The recalled employee shall have up to fourteen (14) calendar days following receipt of the recall notice to notify the Employer of his intent to return to work, and shall have fourteen (14) calendar days in which to report for duty. In the event of extenuating circumstances, such as illness or injury, a different date for returning to work may be agreed upon by the Employer and employee, not to exceed thirty (30) calendar days. In the event of extenuating circumstances the recall employee shall be bypassed for recall, but remain on the recall list.
3. An employee shall maintain recall rights for two (2) years. The Employer shall maintain a recall list and shall provide a copy to the Union.
4. The recall right is revoked if an employee informs the Employer of other employment and/or offers a resignation. An employee that fails to report to work on the date specified in the recall notice or as agreed to by the Employer and employee shall be deemed to have declined re-employment and shall lose their right to recall.
5. No vacancy postings in any classifications will be posted, or new employees hired or promoted into a classification in which employees are on layoff, until such time as the recall list has been exhausted.

## **ARTICLE 15 - JOB POSTINGS**

### **Section 1.**

When the Employer determines that there is a vacancy in an existing Bargaining Unit job, or a new position within the Bargaining Unit, the following procedures shall be utilized by the Employer to fill the vacancy:

1. Notice of vacancy or new job shall be posted on all Union bulletin boards for ten (10) working days.
2. During the ten (10) working day period, a Bargaining Unit employee may apply for the posted opening. The application must be in writing, signed by the employee, dated, and submitted to the Employer. Forms used for this purpose shall be

provided by the Employer.

3. Job postings shall indicate the classification, rate of pay, shift, department, and duties of said position.
4. Where there is a qualified applicant, the Employer shall award the job to the most capable and qualified employee. Where the qualifications and capabilities of candidates are relatively equal, seniority within the Bargaining Unit shall be the determining factor.
5. If there is not a qualified applicant, the Employer may fill the vacancy by hiring, promoting, or transferring from outside the Bargaining Unit.

### **Section 2.**

A promoted employee shall have a trial period of ninety (90) working days. During this trial period, the employee shall receive reasonable training, assistance, and supervision. If the promoted employee fails to meet performance expectations during the trial period, at the Employer's discretion the employee may be placed into his former position (job classification). If the former position has been eliminated, the employee would be placed in a substantially equal position to his former position.

### **Section 3.**

1. In connection with the efficient operation of the business, the Employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, sick leave, emergencies, or temporary vacancies. Such transfers shall not exceed ninety (90) calendar days unless mutually agreed to between the Union and Employer. The Employer would retain the Management Right to assign the employee deemed most qualified.
2. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.
3. When an employee is assigned to a higher paying position during the season, April 1<sup>st</sup> through Thanksgiving, for five (5) consecutive work days, on the sixth (6<sup>th</sup>) day and for all subsequent days during the season of the temporary assignment, he shall be entitled to a pay supplement. As a supplement, said employee shall be entitled to receive seventy-five percent (75%) of the difference of his rate and the rate of the person being replaced, or five percent (5%) above the employee's current rate, whichever scenario results in a higher rate of pay.

## **ARTICLE 16 - HOURS OF WORK/OVERTIME**

### **Section 1.**

1. **Workday:** A workday is defined as a period of twenty-four (24) consecutive hours and, unless determined otherwise by management, corresponds to the

calendar day.

2. **Workweek:** A workweek is defined as a period of seven (7) consecutive workdays and, unless determined otherwise by management, corresponds to 12:01 a.m. Thursday through 12:00 midnight the following Wednesday. A typical work week consists of forty (40) hours per week. When a change of schedule is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

A workweek for part-time employees is defined as a period of seven (7) consecutive workdays, and, unless determined otherwise by management, corresponds to 12:01 a.m. Thursday through 12:00 midnight the following Wednesday. Hours worked for part-time employees shall not exceed twenty-nine (29) hours in a work week, on average, and shall not exceed 1508 hours in a one (1) year period, from hire date. Work hours may fluctuate based on Employer's need. Work hours will be equalized among part-time employees whenever practicable. When a change of schedule is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

3. **Shifts:** Due to the seasonal nature of the work at the Stark County Park District, normal non-emergency shifts shall be determined by the supervisor and crew leader and will normally be five (5) eight (8) hour per day shifts or four (4) ten (10) hour per day shifts.

The normal non-emergency shifts for all part-time employees shall be determined by the supervisor and/or crew leader. The shifts for part-time employees may vary.

4. **Breaks:** Employees are permitted a one-half (½) hour paid lunch break after five (5) consecutive hours of work. The period of time for lunch breaks will be assigned by management. Employees are permitted two (2) fifteen (15) minute break periods in an eight (8) hour workday that shall be scheduled by the supervisor or crew leader.

## **Section 2.**

Each department shall establish a procedure to attempt to equalize overtime within a crew. The Operations Manager, supervisor, and crew leader shall meet with the crew and establish said procedure. The remedy for any violation of failing to equalize overtime shall be to offer an aggrieved employee the next available overtime for which the aggrieved employee is qualified. For purposes of computing overtime, credit shall be given for all worked time. Paid Vacation and Holiday pay shall be considered as time worked for computation of overtime. Employees will be paid one and one-half (1 ½) times their applicable hourly rate for all time considered time worked



in excess of forty (40) hours per week.

**Section 3.**

Compensatory time is defined as overtime hours that are accumulated in lieu of payment for overtime. Compensatory time hours may be utilized by the employee with the approval of his supervisor. Employees may elect to be paid overtime pay for up to fifty (50) percent of their overtime hours, and their remaining overtime hours will be paid as compensatory time off in lieu of overtime pay. The accumulation of compensatory time shall not exceed 480 hours. Any compensatory time accumulated through the season, April 1<sup>st</sup> through Thanksgiving, must be exhausted prior to March 31<sup>st</sup> of the next year.

**ARTICLE 17 - LEAVES OF ABSENCE**

**Section 1.**

Leaves of absence, whether paid or unpaid, and any extensions thereof must be applied for in writing by the employee on a form provided by the Employer. When the need for leave is foreseeable, an employee must request the leave of absence at least thirty (30) days in advance. If the leave is not foreseeable, notice must be given as soon as the employee is aware of the need for leave. Where the employee may need intermittent leave, the employee must consult with the Employer and make a reasonable effort to schedule the leave to prevent undue disruption of the Employer's operation. Any request for a leave of absence shall be answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished to the employee.

A leave of absence is defined as a period of time that an employee is not at work for reasons other than sick leave of three (3) consecutive workdays or less, vacation time, holidays, scheduled comp time, jury duty, bereavement leave, or military leave.

Employees shall apply for and may be granted, if the employee qualifies, the following types of leaves of absence in accordance with Park District Rules & Policy:

1. Personal Leave;
2. Court Leave;
3. Bereavement Leave;
4. Military Leave; and
5. Leave under the Family & Medical Leave Act.

Forms for requesting leave will be provided by the Employer.

**Section 2.**

An employee may, upon request, return to work prior to the expiration of any leave of absence, if the Employer agrees to such early return. An employee's request may not be arbitrarily denied.

**Section 3.**

An employee who has been off work due to medical leave shall submit a medical certificate indicating fitness for duty prior to returning to work.

**Section 4.**

During any paid leave of absence, all employee benefits shall continue, provided he has enough paid leave to cover his portion of the premiums. If leave is unpaid, any Employee premiums will be the responsibility of the Employee, payable by the 1<sup>st</sup> of the month to the Stark County Commissioners.

If any employee fails to pay his portion of the premiums, upon return to work the premiums will be payroll deducted to bring the Employee current.

If an employee fails to return to work after an approved leave of absence, the employee may be required to reimburse the Employer for payment of employee premiums.

**Section 5.**

The length of an employee's leave for medical related reasons will be the amount of his/her accumulated sick leave or twelve (12) weeks, whichever is greater.

**Section 6.**

Upon returning from leave, the employee will be returned to the job classification, department, and shift, or to a substantially similar position to the one which the employee formerly held at the current rate of pay.

**Section 7.**

In cases of certified industrial illness or injury, a leave of absence may be granted when appropriately supported by medical evidence, in accordance with any State and Federal Law.

**Section 8.**

An eligible employee will be granted a leave of absence for military duty in accordance with State and Federal Law.

**Section 9.**

Maternity/Paternity leave will be granted based upon the same facts and circumstances as any other requests for non-occupational medical leave.

**Section 10.**

The Parties agree that other employment is not a valid reason for the granting of any Leave of Absence.

**Section 11.**

Employees may apply for leave pursuant to the Family Medical Leave Act. The Employer shall process such requests and advise the employee of his rights under said Act in accordance with Park District Rules & Policy.

Under the Park Districts Family Medical Leave Policy, an employee may be granted up to twelve (12) weeks of unpaid leave or the amount of accumulated sick leave, whichever is greater, during any twelve (12) month period for any qualifying event pursuant to the Family Medical Leave Act.

Employees are required to use paid leave prior to the use of unpaid leave. The employee's accumulated leave shall be used in the following order: sick leave, comp time, and then vacation leave.

**ARTICLE 18 - HOLIDAYS**

**Section 1.**

Employees shall receive the following paid holidays each year of the Agreement. Holiday pay shall also include shift differential where applicable:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. July 4<sup>th</sup>
5. Labor Day
6. Columbus Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
11. Christmas Day

The aforementioned holidays will be celebrated pursuant to the notice given annually by

the Stark County Commissioners.

**Section 2.**

Employees scheduled to work any of the above holidays shall be paid eight (8) hours holiday pay plus time and a half for all hours worked.

Holiday pay for part-time employees shall be prorated based on hours worked during the pay period in which the holiday occurs.

**Section 3.**

1. If a holiday falls during an employee’s vacation period, he shall be paid for the holiday, or may extend his vacation accordingly upon notification to and approval of the supervisor.
2. If a holiday is observed while an employee is on paid sick leave, he shall be paid holiday pay for the holiday and shall not be charged a sick day. For example, if an employee is off the entire week the July 4<sup>th</sup> holiday falls, he shall receive one (1) day holiday and four (4) days sick leave totaling 40 hours of pay.
3. An employee, who reports off on sick leave the day before or the day after a holiday will be required to furnish the Employer a certificate signed by his healthcare provider indicating he/she was physically unable to work that day(s) in order to be entitled to holiday pay. Failure to provide said certificate shall automatically disqualify the employee from holiday pay. In addition, employees who falsify a sick leave request form shall be subject to immediate termination per the rules and regulations of the Stark County Park District.
4. Holiday pay shall be considered as time worked for payroll purposes under this Agreement.

**Section 4.**

All employees shall be entitled to one (1) Personal Day that must be used by March 31, 2021. The Personal Day may be scheduled, in advance, at any time, and may be scheduled in conjunction with other leave, and subject to supervisor approval and work load requirements.

**ARTICLE 19 - VACATION**

**Section 1.**

Full-time Bargaining Unit employees shall be eligible to receive paid vacation each year in accordance with the following schedule:

Years of Services	Period of Paid Vacation (Hours)
1 year thru 7 years	80 hours

8 years thru 14 years	120 hours
15 years thru 24 years	160 hours
25 year or more	200 hours

1. In accordance with the above schedule and the table attached as Schedule “D”, on the first day of the eighth (8<sup>th</sup>) year of service, employees will be credited one week of vacation and then they will begin to accrue vacation at the rate of four point six (4.6) hours of vacation per eighty (80) hours time worked. On the first day of the fifteenth (15<sup>th</sup>) year of service, employees will be credited one week (40) hours of vacation, and then they will begin to accrue vacation time at the rate of six point two (6.2) hours of vacation per eighty (80) hours time worked. On the first day of the twenty-fifth (25<sup>th</sup>) year of service, employees will be credited one week (40 hours) of vacation, and then they will begin to accrue vacation at the rate of seven point seven (7.7) hours of vacation per eighty (80) hours time worked.
2. For purposes of administering vacations, the work week shall be considered Monday through Friday and all days therein shall be deemed working days.
3. Employees eligible for vacation leave are entitled to take earned vacation leave after completion of one year of service. Additional vacation time is accrued, pursuant to the aforementioned vacation schedule, every pay period that an employee works, as calculated by the County Auditor pursuant to the County formula. Vacation leave shall be taken during a one-year period after the vacation is accrued. Vacation leave may be taken in increments of not less than one (1) hour, as approved by the employee’s supervisor. Vacation preferences shall be based on seniority. Vacation time off must be scheduled consistent with departmental needs and advance management approval.
4. An employee must use any vacation during the vacation year that it is due. An employee may request to carry over unused vacation if exceptional circumstances prohibited the employee from using his vacation during the appropriate year. Failure to take vacation by the employee in accordance with the above will result in the scheduling of vacation at the direction of the Employer.
5. Upon retirement, an employee shall be paid for one-hundred percent (100%) of the employee’s accrued but unused vacation at the employee’s current rate of pay.
6. In the event of the death of an employee, the employee’s estate or designated beneficiary shall be paid at one-hundred percent (100%) of the employee’s accrued but unused vacation at the employee’s current rate of pay.
7. Vacation time “scheduled” will not be changed to compensatory time by Management unless agreed to by the employee.

8. Scheduled vacation time shall be considered as time worked for payroll purposes under this Agreement.

## **ARTICLE 20 - FUNERAL LEAVE**

### **Section 1.**

An employee absent from work due to the death of a spouse, child, adopted child, step child, step parent, mother, father, sister, brother, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law, shall be entitled to utilize up to three (3) days of accumulated sick for funeral related activities. For deaths out of state, the employee shall be entitled to utilize up to five (5) days of accumulated sick leave for funeral related activities.

### **Section 2.**

In the case of a newly hired employee with six (6) months or less service, he/she may borrow against future sick leave accumulation for purposes of attending a funeral pursuant to Section 1 above, at the discretion of the Director.

## **ARTICLE 21 - HEALTH AND LIFE INSURANCE BENEFITS**

### **Section 1.**

The Employer shall provide all eligible employees covered by this Agreement with a group Medical Plan. The Stark County Commissioners Health Insurance Plan is incorporated by reference into this Agreement as if fully written herein. The Employer shall maintain a Health Insurance package as close to current insurance as practical for bargaining unit members and their families during the term of this Article. The Employer retains the right to change the carrier or network but not reduce the benefit levels during the term of this Article.

### **Section 2.**

Effective upon execution of this Agreement, eligible employees shall contribute thirteen percent (13%) for year 2017, effective the first pay period after ratification of this Agreement, of the funding rate for the following Health Insurance coverage options: Medical, Prescription, Dental, and Vision; Medical & Prescription only; or, Dental & Vision only.

The health benefits are subject to any provisions implemented by the federal, state, or local government.

With proof of other coverage, (a plan other than one offered by the Stark County Commissioners), an employee may elect to receive one-hundred (100) dollars per pay in lieu of participation in any of the Health Insurance Plans; as long as the incentive is offered through the Stark County Commissioners.

### **Section 3.**

Employees shall purchase Life Insurance for the duration of this Agreement pursuant to the Stark County Commissioners Group Life Insurance Plan. This plan is incorporated by reference into this Agreement as if fully rewritten herein.

**Section 4.**

In the event health care cost(s) increase more than sixteen percent (16%) in any given contract year, the Union and the Employer agree to re-open the Contract for the issue of health care only.

**ARTICLE 22 - SICK LEAVE**

**Section 1.**

Each eligible Bargaining Unit member shall be entitled, for each completed eighty (80) hours of service, to sick leave of four and six-tenth (4.6) hours with pay. Employees may use sick leave for absence due to personal illness, pregnancy, injury, and illness or injury in the employee's immediate family.

Immediate family for purposes of sick leave shall mean an employee's spouse, parents, children, or a legal guardian.

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of no less than one (1) hour for every one (1) hour of absence from previously scheduled work.

The Employer shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. For sick leave of three (3) or more consecutive days, a certificate from a healthcare provider shall be required to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Sick time shall not be considered as time worked for payroll purposes under this Agreement.

An employee who reports off due to illness the day before or the day after a holiday or scheduled vacation day will be required to furnish the Employer a certificate signed by a healthcare provider indicating he/she was physically unable to work that day(s). If the employee does not provide the required documentation, he/she will not be entitled to holiday pay and /or he/she will have to take the time off in question as vacation. Failure to provide said certificate shall automatically disqualify the employee from holiday pay. In addition, employees who falsify a sick leave request form shall be subject to immediate termination per the rules and regulations of the Stark County Park District.

**Section 2.**

Upon retirement/termination of employment, an employee with at least ten (10) years of service in any public agency shall be paid, if requested, for twenty-five percent (25%) of the employee's unused accumulated sick leave at the employee's current rate of pay up to a maximum of thirty (30) days. In the event of death, this payment shall be made to the employee's estate or the person to whom the employee has designated such payment be made. Payout of sick leave exists once in an employee's life of public service.

**Section 3.**

An employee who utilizes paid sick leave for purposes of a certified Workers' Compensation illness or injury may have such sick leave credited back to the employee's sick leave accumulation provided the employee reimburses the Employer for the total cost of any sick leave paid.

**ARTICLE 23 - CIVIC DUTY LEAVE**

**Section 1.**

An employee who is summoned for Jury Duty shall be excused from work with pay for the duration of such service. The employee shall be required to reimburse to the Employer any remuneration received for such appearance.

**Section 2.**

An employee who is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, shall be excused from work with pay for the duration of such appearance. The employee shall be required to reimburse the Employer any remuneration received for such appearance.

**Section 3.**

Hours paid under this Civic Duty Leave Article shall not be considered as time worked for overtime calculation purposes under this Agreement.

**ARTICLE 24 - REPORT IN PAY**

**Section 1.**

An employee who reports to work on a scheduled work day shall be provided a minimum of two (2) hours pay at the employee's current rate. The Employer reserves the right to assign the employee to do available work for the duration of the scheduled shift or any part thereof.

**ARTICLE 25 - CALL IN PAY**

**Section 1.**

When an employee is called to work outside his normally scheduled hours and does report



to work, he shall be guaranteed a minimum of two (2) hours pay or the time he actually works, whichever is greater, at his current rate.

## **ARTICLE 26 - EMPLOYEE LIABILITY PROTECTION**

### **Section 1.**

Any employee who is named as a party to any lawsuit or any other type of litigation as a result of performing duties within the scope of and during the course of his employment with the Employer shall be held harmless by the Employer and represented at the Employer's cost in any litigation.

### **Section 2.**

An employee who acts outside the scope of and/or course of his employment shall be responsible for all his actions and not represented by the Employer resulting from such conduct.

## **ARTICLE 27 - JOB DESCRIPTIONS**

### **Section 1.**

Job descriptions shall be those in effect at the beginning of this contract and may be changed by the Employer subject to the Union's right to negotiate the impact of said change(s). In case of an impasse, the Employer has the right to implement the change, and the Union has the right to grieve the change. Updated job descriptions will be forwarded to the union designee.

## **ARTICLE 28 - CDL TRAINING RESOURCES**

### **Section 1.**

The Employer hereby recognizes that with the 2017 changes in jobs there are individuals identified that would need to obtain their Commercial Driver License, Class A (CDL A) within ninety (90) days from newly signed collective bargaining agreement. Should any individuals fail during their testing they will be granted one additional extension of ninety (90) days from their failure date to retake the appropriate test(s).

All individuals in identified classifications that fail to obtain the appropriate licenses in the defined timeframe will be otherwise demoted by seniority with appropriate pay reductions.

### **Section 2.**

The Employer shall allow on the job training time for the identified individuals broken down as outlined.

Week(s) 2-3 – employee will be responsible for picking up the applicable packet and studying the appropriate materials on their own time in order to apply for and obtain the temporary

license.

Week(s) (3-8) – employer to allow a four (4) hour window each Friday as deemed appropriate by the Operations Supervisor to focus on hands on driving training including pre-check activities, parking and drive time. The described window of time shall be either a 7:00 a.m. to 11:00 a.m. or 11:00 a.m. to 3:00 p.m. timeframe.

The hands-on instructor provided will be Operations Supervisor or another appointed qualified employee. Trainees (identified employees) will be granted reasonable use of trucks and equipment needed in this timeframe to ensure a successful outcome.

## **ARTICLE 29 - BOOT REIMBURSEMENT**

### **Section 1.**

Employees in Operations positions are required to wear safety boots (work boot, leather or leather-like uppers) in the performance of their jobs that meet the following standard except while working in office-type environments.

The Stark County Park District will reimburse each employee, through appropriate County payroll reimbursement form, up to one hundred (100) dollars each year for the purchase of boots that meet the above criteria.

In order to qualify for reimbursement employees will be required to purchase work boots annually between January 1 and March 31 of the year the employee seeks reimbursement and the employee must submit their dated receipts no later than April 30<sup>th</sup> of same year. Untimely receipts will not be reimbursed.

## **ARTICLE 30 - PERSONNEL RECORD**

### **Section 1.**

An employee shall have the right to inspect and copy his personnel record upon request to Management or Human Resources. The employee may, in the presence of Management, compile, date, and insert in said record a list of the documents he finds therein.

### **Section 2.**

A record, which indicates that an employee has been subject to discipline must be signed or initialed by the employee. The signing of any materials by the employee will not necessarily indicate an agreement by the employee. An employee who refuses to sign a disciplinary record will be subject to discipline up to and including discharge for insubordination.

### **Section 3.**

An accredited “Union” representative of AFSCME shall have the right to inspect an

employee's personnel record subject to request as provided under Section 1. The parties agree that AFSCME Representative shall not review an employee's medical records unless the employee has executed a waiver permitting such review.

## **ARTICLE 31 - LABOR MANAGEMENT COMMITTEE**

### **Section 1.**

There shall be semi-annual meetings of the Employer Representatives, the Local Union President, and Stewards of the Union. Representatives of Ohio Council 8 may also be in attendance. Such meetings shall be held twice each calendar year or as often as deemed needed by the parties. Labor Management meetings shall be held at a mutually agreed time and location. The purpose of the meetings shall be to discuss matters affecting Bargaining Unit employees. The Union shall submit an agenda of items to be discussed prior to the meeting. The Employer shall give its response to each item in writing to the Union within five (5) days subsequent to the meeting.

## **ARTICLE 32 - SAFETY AND HEALTH**

### **Section 1.**

The Employer shall make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment. All equipment shall be maintained in safe operating condition at all times. Employee concerns regarding unsafe conditions must be brought to the supervisor's immediate attention. Safety concerns shall be given top priority by Park Division Management and appropriate action taken if necessary.

## **ARTICLE 33 - HARASSMENT**

### **Section 1.**

The Employer agrees that employees are entitled to work a place free from sexual harassment and/or other harassment and any behavior that violates civil rights under Title VII.

### **Section 2.**

Complaints of sexual or other harassment must be brought directly to the Employer by the affected employee. Such complaint(s) shall be investigated promptly and proper remedial action shall be taken where the Employer determines that such action is required. An employee who contends he/she is aggrieved must utilize the grievance procedure as provided for in this Agreement.

### **Section 3.**

Sexual harassment is defined as conduct involving unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment.
2. Submission to, or rejection of the conduct, is used as the basis for employment decisions.
3. Such conduct has the purpose or effect of unreasonably interfering with a reasonable individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Section 4.**

Sexual harassment and/or harassment include a wide range of unwanted behavior, including, but not limited to:

1. Physical abuse;
2. Verbal abuse;
3. Visual abuse.

**ARTICLE 34 - PUBLIC EMPLOYEES'S RETIREMENT SYSTEM (PERS)**

**Section 1.**

Effective the date of this Agreement, the employee and the Employer agree to pay their respective contributions to the Public Employment Retirement System as established by the Public Employee Retirement System on behalf of the employee.

**ARTICLE 35 - P.E.O.P.L.E. DEDUCTIONS**

**Section 1.**

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Appendix "B", no later than the tenth (10<sup>th</sup>) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

**ARTICLE 36 - NON-BARGAINING UNIT LABOR**

**Section 1.**

This provision shall not be used by the Employer to erode the Bargaining Unit members.

The Employer reserves the right to use non-Bargaining Unit staff and management and to contract out Bargaining Unit work under the following circumstances:

1. Existing employees are not capable of performing the work;
2. The Employer lacks the equipment and/or expertise and/or personnel to perform the work;
3. Emergency situations;
4. Volunteers will continue to be used in any capacity as a means of involving the public in Park operations and saving overhead costs for the Park as they have historically been used.
5. Bargaining unit members will cooperate and participate in contract projects as required by the Employer.

**Section 2.**

Supervisors may perform the duties assigned to Bargaining Unit employees provided that the performance of Bargaining Unit work by supervisors shall not erode the Bargaining Unit or cause Bargaining Unit employees to be laid-off. No supervisor shall be used to prevent Bargaining Unit employees from working their regularly scheduled forty (40) hours per work week for full-time. The performance of Bargaining Unit work by supervisors shall not limit the opportunities of Bargaining Unit employees to become trained on equipment.

Supervisors who repair mechanical equipment shall log the repair in accordance with Park District Policy.

**ARTICLE 37 - UNION CONVENTIONS AND CONFERENCES**

**Section 1.**

The Local Union shall be permitted to use paid time off up to a maximum of forty (40) hours per year to attend the International Union Convention, Ohio Council 8 Convention, and other official Union business functions.

**ARTICLE 38 - SUCCESSOR CLAUSE**

**Section 1.**

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of

either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, of management of either party hereto.

## **ARTICLE 39 - SAVINGS CLAUSE**

### **Section 1.**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a final court of competent jurisdiction, such decision shall apply only to the specific Articles, Sections or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate a substitute for the invalidated Article, Section or portion thereof.

### **Section 2.**

In event that appeals to any such decision are filed by such specific Article, Section or portion thereof, affected by the decision shall continue in effect until the appeals process is void.

## **ARTICLE 40 - MAINTENANCE OF STANDARDS**

### **Section 1.**

The Employer agrees that conditions of employment in its individual operation relating to hours of work, overtime differentials, and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is further understood and agreed that any wages, hours or working conditions that are in excess of those established herein shall not be reduced during the life of this Agreement.

## **ARTICLE 41 - WAGES**

### **Section 1.**

Employees shall receive no less than a one percent (1%) wage increase on their base salary on their employment anniversary dates in the calendar years 2017, 2018, and 2019, not to exceed the top of their salary range. The Employer may offer merit pay increases in addition to the one percent (1%) across the board increase in accordance with the Park Districts annual merit pay program, as approved by the Board of Stark County Commissioners. Employees who are capped within their salary range may be eligible for a one-time merit payment each year as outlined in the employers Merit Based Pay System.

The Employer agrees to meet to review the Merit Based Pay System and to discuss the criterion used by the employer to award merit-based pay increases when requested by the Union.

Effective January 1, 2020, the bargaining unit employees shall not receive a wage increase, the same as all other employees.

**Section 2.**

An employee who is promoted into a higher pay grade shall receive the promotional rate or a five percent (5%) increase in wages, whichever is greater during the promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full starting rate, if applicable.

**Section 3.**

New employees will be paid ninety (90) percent of the starting hourly pay rate of their classification. Said employees will be eligible for the full starting rate with the successful completion of the ninety (90) working days probationary period.

If a new hire is placed by management at a rate over and above that of an existing employee in the same classification, the existing employee(s) shall be paid at a rate no less than the rate paid to the new employee.

**ARTICLE 42 - DURATION OF AGREEMENT**

This Agreement shall be effective January 1, 2020 through and including December 31, 2020. This Agreement automatically renews itself for a one-year period unless the party seeking to change the Agreement gives the other party notice on or before September 30, 2020.

**SIGNATURE PAGE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE EMPLOYER:

\_\_\_\_\_  
Stark County Park District Director  
Robert Fonte, P.E.

\_\_\_\_\_  
Gust Callas, Attorney at Law  
Approved as to legal form and sufficiency

FOR THE UNION:

\_\_\_\_\_  
AFSCME Ohio Council 8  
Shelby L. Woodall

\_\_\_\_\_  
Local President

\_\_\_\_\_  
Clifton Bann, Local Vice President



## APPENDIX "A" - PAY RANGES

CLASSIFICATION	HAY PAY GRADE	PROBATION RATE	PAY RANGE
CREW WORKER PT	6	\$9.21	\$10.23 - \$12.50
CREW WORKER I	11	\$11.96	\$13.29 - \$16.25
CREW WORKER II	12	\$12.63	\$14.03 - \$17.15
NATURAL RESOURCES TECHNICIAN	12	\$12.63	\$14.03 - \$17.15
MAINTENANCE MECHANIC	13	\$13.29	\$14.77 - \$18.05
VEHICLE SPECIALIST	13	\$13.29	\$14.77 - \$18.05
EQUIPMENT OPERATOR	14	\$14.03	\$15.59 - \$19.06
CREW LEADER	15	\$14.77	\$16.41 - \$20.06
NATURAL RESOURCES SPECIALIST	15	\$14.77	\$16.41 - \$20.06

# APPENDIX "B" - P.E.O.P.L.E. AUTHORIZATION



## AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION AFSCME Ohio Council 8



I hereby authorize my employer and associated agencies to deduct each pay period the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 6334, Washington, D.C. 20015-6334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

PLEASE PRINT LEGIBLY.

Total Amount to be Deducted Annually in Equal Installments <input type="checkbox"/> \$100 PER <input type="checkbox"/> \$200 <input type="checkbox"/> Other \$ _____ Credit check only: S H L XL DL XL 495 For Office Use Only: <input type="checkbox"/> CHECK RECEIVED	
---	--

Last Name	First	PL
Street Address		Apt. No.
City	State	ZIP Code
Social Security Number		
Name of Employer		Occupation
Home Phone		Business Phone
E-mail Address		
Recruiter		

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

WHITE: District    PINK: International    YELLOW: Council



## **APPENDIX “C” - LETTER OF UNDERSTANDING**

During the term of this agreement, January 1, 2017, through December 31, 2019, all Bargaining Unit employees shall comply with policies and postings within the Park District restricting the use of tobacco products within various areas of the Park District. During regular work hours, an employee’s use of tobacco products is allowed during designated break periods, including the lunch break.

## SCHEDULE "D" - SICK LEAVE AND VACATION SCHEDULE

HOURS WORKED	ACCUMULATED SICK LEAVE 4.6	VACATION 1-7 YEARS (3.1)	VACATION 8-14 YEARS (4.6)	VACATION 15-24 YEARS (6.2)	VACATION 25 + YEARS (7.7)
1	0.06	0.04	0.06	0.08	0.10
2	0.12	0.08	0.12	0.16	0.19
3	0.17	0.12	0.17	0.23	0.29
4	0.23	0.16	0.23	0.31	0.39
5	0.29	0.19	0.29	0.39	0.48
6	0.35	0.23	0.35	0.47	0.58
7	0.40	0.27	0.40	0.54	0.67
8	0.46	0.31	0.46	0.62	0.77
9	0.52	0.35	0.52	0.70	0.87
10	0.58	0.39	0.58	0.78	0.96
11	0.63	0.43	0.63	0.85	1.06
12	0.69	0.47	0.69	0.93	1.16
13	0.75	0.50	0.75	1.01	1.25
14	0.81	0.54	0.81	1.09	1.35
15	0.86	0.58	0.86	1.16	1.44
16	0.92	0.62	0.92	1.24	1.54
17	0.98	0.66	0.98	1.32	1.64
18	1.04	0.70	1.04	1.40	1.73
19	1.09	0.74	1.09	1.47	1.83
20	1.15	0.78	1.15	1.55	1.93
21	1.21	0.81	1.21	1.63	2.02
22	1.27	0.85	1.27	1.71	2.12
23	1.32	0.89	1.32	1.78	2.21
24	1.38	0.93	1.38	1.86	2.31
25	1.44	0.97	1.44	1.94	2.41
26	1.50	1.01	1.50	2.02	2.50
27	1.55	1.05	1.55	2.09	2.60
28	1.61	1.09	1.61	2.17	2.70
29	1.67	1.12	1.67	2.25	2.79
30	1.73	1.16	1.73	2.33	2.89
31	1.78	1.20	1.78	2.40	2.98
32	1.84	1.24	1.84	2.48	3.08
33	1.90	1.28	1.90	2.56	3.18
34	1.96	1.32	1.96	2.64	3.27
35	2.01	1.36	2.01	2.71	3.37
36	2.07	1.40	2.07	2.79	3.47
37	2.13	1.43	2.13	2.87	3.56
38	2.19	1.47	2.19	2.95	3.66
39	2.24	1.51	2.24	3.02	3.75
40	2.30	1.55	2.30	3.10	3.85
41	2.36	1.59	2.36	3.18	3.95
42	2.42	1.63	2.42	3.26	4.04
43	2.47	1.67	2.47	3.33	4.14
44	2.53	1.71	2.53	3.41	4.24
45	2.59	1.74	2.59	3.49	4.33

46	2.65	1.78	2.65	3.57	4.43
47	2.70	1.82	2.70	3.64	4.52
48	2.76	1.86	2.76	3.72	4.62
49	2.82	1.90	2.82	3.80	4.72
50	2.88	1.94	2.88	3.88	4.81
51	2.93	1.98	2.93	3.95	4.91
52	2.99	2.02	2.99	4.03	5.01
53	3.05	2.05	3.05	4.11	5.10
54	3.11	2.09	3.11	4.19	5.20
55	3.16	2.13	3.16	4.26	5.29
56	3.22	2.17	3.22	4.34	5.39
57	3.28	2.21	3.28	4.42	5.49
58	3.34	2.25	3.34	4.50	5.58
59	3.39	2.29	3.39	4.57	5.68
60	3.45	2.33	3.45	4.65	5.78
61	3.51	2.36	3.51	4.73	5.87
62	3.57	2.40	3.57	4.81	5.97
63	3.62	2.44	3.62	4.88	6.06
64	3.68	2.48	3.68	4.96	6.16
65	3.74	2.52	3.74	5.04	6.26
66	3.80	2.56	3.80	5.12	6.35
67	3.85	2.60	3.85	5.19	6.45
68	3.91	2.64	3.91	5.27	6.55
69	3.97	2.67	3.97	5.35	6.64
70	4.03	2.71	4.03	5.43	6.74
71	4.08	2.75	4.08	5.50	6.83
72	4.14	2.79	4.14	5.58	6.93
73	4.20	2.83	4.20	5.66	7.03
74	4.26	2.87	4.26	5.74	7.12
75	4.31	2.91	4.31	5.81	7.22
76	4.37	2.95	4.37	5.89	7.32
77	4.43	2.98	4.43	5.97	7.41
78	4.49	3.02	4.49	6.05	7.51
79	4.54	3.06	4.54	6.12	7.60
80	4.60	3.10	4.60	6.20	7.70

*\*\*\*Full-time employees accrue both vacation and sick leave as listed. Part-time employees do not accrue vacation leave. Part-time employees do accrue sick leave as listed.*