

LABOR AGREEMENT

BETWEEN

GEAUGA PARK DISTRICT

AND THE

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

FOR ALL PARK RANGERS SARGEANTS

EFFECTIVE: JANUARY 1, 2012

EXPIRES: DECEMBER 31, 2014

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ARTICLE 15
SENIORITY



Section 1 Seniority for all bargaining unit members shall be based upon the employee's total service as a Full-Time Ranger with the Employer. The operation of seniority shall prevail for all applicable issues as prescribed herein. All newly appointed (hired) bargaining unit members shall be considered provisional employees for the first twelve (12) months of employment and shall have no ability to exercise the application of seniority during that period. Pursuant to State law any carry over time recognized as service time shall be used in the calculation for accrual purposes only, of PERS, sick time, vacation and or any other benefit.

Section 2 The Employer shall furnish to the FOP/OLCI a seniority list upon request but not more often than once per calendar year. For vacation, and other requests for time off, seniority shall be determined by the Bargaining Unit Member's date of hire as listed in this Section.

Section 3. Employees shall bid for fixed shifts. Such assignments shall be made on the basis of seniority. Shifts shall be re-bid on a semi-annual basis and be standard shift duty assignments. Said bidding will occur during the first two (2) weeks of June and the last two (2) weeks of December.

ARTICLE 16
DUTY HOURS



Section 1 The regular work week for all full-time employees of the Employer covered by this Agreement, WILL BE (FOR A) (40) forty hours (WILL BE) in a seven (7) day work week. The regular pay period for all full-time employees of the Employer covered by this Agreement WORKING A 12 HOUR SHIFT WILL BE (80) eighty hours in a fourteen (14) day WORK PERIOD.

Section 2 The normal work week for all full-time permanent employees shall be forty (40) hours, unless an alternate schedule is adopted mutually by the parties. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday. Two (2) work weeks will make up one (1) pay period. The normal work day shall be eight (8) consecutive hours for those scheduled to work five (5) days a week, ten (10) consecutive hours for those scheduled to work four (4) days a week or 12 Twelve consecutive hours WORKING THE 12 HOUR SHIFT ASSIGNMENT . Should a bargaining unit member work a ten or twelve hour schedule all references to "day" time off ,shall be converted to "hours" (1 day = 8hours). This conversion shall be done at a no loss no gain scenario.

Section 3 When the employee is scheduled to work ten (10) or (12) hour shifts, the employee will stay on this shift length during a week containing a holiday. On the date that a holiday is worked, the employee will be paid eight hours at the rate of one and one-half (1½) times the hourly rate and two (2 or 4) hours at the normal hourly rate.

Section 4 The Chief Ranger or his designee will be responsible for the scheduling of all employees; said schedule shall be posted 2 (two) weeks in advance of the effective date of the posted schedule. The employee's shift will be from 1500-2300 hours when they must work an afternoon shift immediately followed by working a day shift; with the exception being, in the case of an emergency, resulting in "Holdovers".

ARTICLE 17
OVERTIME PAY AND COURT TIME



Section 1 Overtime in the amount of one and one-half (1½) times the employee's regular pay rate shall be paid for actual hours worked in excess of forty (40) hours in a one week seven (7) workday period (Sunday through Saturday) or 80 hours over a fourteen day WORK period for all employees on a 12 hour shift.

This premium pay is calculated by multiplying an employee's current base hourly rate by one and one-half (1½) for all time actually worked in excess of 40 hours in a workweek or 80 hours over a fourteen day pay period for all employees on a 12 hour shift. The hourly base rate is determined in accordance with District policy. Paid time off on holidays will be considered as hours worked for purposes of calculating overtime in the form of wages or compensatory time. Paid time off for any other reason (i.e. sick leave, vacation leave, compensatory time, personal leave, and bonus days) will not be considered as hours worked for purposes of calculating overtime in the form of wages or compensatory time.

Section 2 Whenever approved by the Employer, employees called into work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater. When an employee is appearing in court on behalf of the Employer, they shall be paid for actual time spent.

If the department union associate attends any form of disciplinary meeting for another employee, at the request of the Employer, they shall be paid for travel time and actual time spent in the meeting as long as it's not during their regularly scheduled shift.

Section 3

A. When an employee is called to report back to work due to an unscheduled, unforeseen, or emergency situation after the employee has left work upon completion of a regular days' work, the employee shall be paid at one and one-half (1½) times the hourly rate if those hours result in working over forty (40) hours in the workweek—or 80 hours over a fourteen day pay period for all employees on a 12 hour shift

B. Regularly scheduled shift hours following reporting back are to be paid as straight time.

Section 4 The Employer will afford full defense of the employee if they should ever be audited for submission of worked hours before they were actually performed. This is in respect to submission of time cards before actually working the hours.

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ARTICLE 19
HOLIDAYS

Section 1 All full-time employees shall receive the following paid holidays considered as active time worked for the purpose of overtime. The holidays are; New Year's Day; Martin Luther King Day; Columbus Day; Memorial Day; 4th of July; Labor Day; President's Day; Veteran's Day; Thanksgiving; Christmas Day; and any other building closure day associated with the holiday designated by the Geauga Park District Board. Said building closure day will be paid at the normal hourly rate of the employee. Employees must work their scheduled shift before and after the holiday in order to be eligible for the holiday pay except for authorized absence. No employee shall be scheduled to work both Thanksgiving and Christmas in the same calendar year.

Section 2 Holidays falling on Sunday will be observed on the following Monday, while those falling on Saturday will be observed on the preceding Friday. Supervisors shall determine the workweek when a holiday occurs. Full-time, non-exempt employees will receive time and one-half for (8 of the first 12 hours regularly scheduled) AND TIME AND ONE-HALF FOR ANY ADDITIONAL HOURS OVER 12 HOURS THAT ARE worked on a holiday and also receive another day(8 hours) off with pay. Requests for Holiday and Board designated Building Closure Days associated with holidays off will not be Unreasonably denied. All denied requests for this time off will be paid out during the last pay of the fiscal year (delete:pay period in December of the year) in which the time was requested off.

Section 3 Floating holidays

President's Day, Columbus Day and Veteran's Day will be considered floating holidays. Employees have the option to keep these days as holidays or exchange them for other days (i.e. their birthday, Christmas Eve, day after Thanksgiving, etc.) If an employee exchanges President's Day, Columbus Day or Veterans Day for another holiday of their choice, they must work the holiday at straight time. They will have their optional holiday off with pay. Floating holidays must be scheduled and approved by the immediate supervisor by January 31st of the New Year. The staffing needs of Geauga Park District will be considered before floating holidays will be approved.

Section 4 Unscheduled Holiday Hours - Employees called in for, or offered overtime for a holiday not previously scheduled will be compensated at the following rates: Regular straight time pay for the holiday plus pay at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on the holiday.

ARTICLE 22
SICK LEAVE AND OTHER LEAVES



Section 1 – Section 6 AS IS and Section 8 – Section 15 e stay AS IS

Section 7 Bereavement Leave

A. The Gauga Park District will grant bereavement leave with pay in accordance with the guidelines established. Such leave is to be used for an employee to attend the funeral and/or properly attend to pre and post arrangements involved when the death of a family member occurs. Bereavement leave will be deducted from an employee's available sick leave.

Employees shall be granted bereavement leave to be based on the circumstances in each case according to the following criteria:

- 1) Bereavement leave of eight (8) hours will be granted for the death of an employee's aunt, uncle, or in-law such as spouse's grandparent, brother-in-law or sister-in-law.
- 2) Bereavement leave of up to Sixteen (16) will be granted for the death of an employee's grandparent or grandchild.
- 3) Bereavement leave of up to Twenty – four (24) hours will be granted for the death of an employee's brother, sister, father-in-law or mother-in-law.
- 4) Bereavement leave of up to Forty (40) hours will be granted for the death of an employee's spouse, child, father or mother (or legal equivalent thereof; i.e. guardian, step status).

If needed, supplementary leave time, such as vacation leave, may be used with approval of the employee's immediate supervisor.

The Executive Director/Designee has the sole and exclusive right to extend any of the a-forementioned leave periods either with or without pay.

Bereavement leave is NOT compensable when you are on an unpaid leave of absence. Bereavement leave IS compensable while on paid time off (i.e. vacation, personal, compensatory, sick) if approval is received from the employee's supervisor. Bereavement leave shall be considered excused use of sick time when considering sick time bonus days.

The parties acknowledge that during the negotiations concerning 12 hour shift for this Memorandum of Understanding, which resulted in this Agreement. Each party had the unlimited right to make demands and proposals on this subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this the th day of October, 2013.

FOR THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL, INC.



10-30-13

FOR GEAUGA PARK DISTRICT





10.29.13

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

Fraternal Order of Police,	}	
Ohio Labor Council, Inc. ,	}	Case No(s): 11-MED-08-1108
EMPLOYEE ORGANIZATION,	}	Park Ranger Sergeants
	}	
and,	}	
	}	
Geauga Park District,	}	
EMPLOYER.	}	
	}	

FILING OF MEMORANDUM OF UNDERSTANDING AS AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
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Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

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 Columbus, Ohio 43215
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cc: Keith McClintock, kmclintock@geaugaparkdistrict.org