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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE BOARD OF PARK COMMISSONERS  
CLEVELAND METROPOLITAN PARK DISTRICT**

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

**for**

**DEPUTY RANGERS**

**November 1, 2010 to October 31, 2013**

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## AGREEMENT

### ARTICLE 1: PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by the Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of Cleveland Metroparks, hereinafter referred to as the Employer, and to establish an orderly procedure for the resolution of differences between the Employer and members of the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union," the "FOP/OLC, Inc.," or the "bargaining unit."

### ARTICLE 2: RECOGNITION

2.1 The Employer recognizes the FOP/OLC, Inc. as the sole and exclusive representative of its part-time Deputy Rangers, pursuant to the certification of SERB in Case Nos. 09-REP-09-0115.

### ARTICLE 3: NON-DISCRIMINATION

3.1 The parties agree that neither the Employer nor the FOP/OLC, Inc. shall discriminate against any individual on the basis of his or her membership or participation in Union matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, religion, color, creed, age, sex, national origin or disability. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated. The Employer and the Union will cooperate with compliance with the provision of the American with Disabilities Act (ADA).

### ARTICLE 4: FOP/OLC, INC. ASSOCIATES

4.1 The Union shall designate in writing to the Employer one member of the bargaining unit who is to serve as FOP/OLC, Inc. Associate (steward). The Associate, at the discretion of the Employer, which must be applied reasonably, will be permitted necessary time off from his normal tour of duty to service this Agreement, so long as it does not interfere with the Employer's operational needs. Payment for such time shall be on a no-loss, no-gain basis.

4.2 During any calendar year, the FOP/OLC, Inc. representative and/or his designee, shall be permitted up to eight (8) hours of time, with prior notification and approval of the Chief Ranger or designee, to attend association business as it affects the FOP/OLC, Inc. and Cleveland Metroparks. Said time shall be cumulative from year to year. The FOP/OLC, Inc. will reimburse Cleveland Metroparks for wages paid to the FOP/OLC Inc. representative or his designee for this purpose.

4.3 Upon reasonable notice, the Employer will provide the FOP/OLC, Inc. a room and/or area to hold meetings with members of the unit.

4.4 Meeting areas. The FOP/OLC, Inc. shall have access to all meeting areas of the Employer on the same basis as other members of the public.

ARTICLE 5: DUES DEDUCTIONS

5.1 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues paying members of the FOP/OLC, Inc. or, as a condition of continued employment, remit to the FOP/OLC, Inc., a fair share fee, to be determined by the FOP/OLC, Inc., in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall within thirty (30) days of employment either elect to become members of the FOP/OLC, Inc. or remit the fair share fees.

5.2 As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become or remain a member of the FOP/OLC, Inc. Any non-member of the FOP/OLC, Inc. may apply for reimbursement of his dues, not used for labor purposes, to the reimbursement committee of the FOP/OLC, Inc. as provided in Ohio Revised Code Section 4117.09(C).

5.3 The Employer agrees to deduct FOP/OLC, Inc. dues from any FOP/OLC, Inc. member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C).

5.4 The FOP/OLC, Inc. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

5.5 Deductions for dues and fair share fees will be made and paid monthly to the FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

ARTICLE 6: MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, organizational structure, scheduling, and setting number of work hours per week;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. Determine the overall methods, processes, means, or personnel by which the Employer's operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 7:                    NO STRIKE/NO LOCKOUT

7.1     The FOP/OLC, Inc. shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walk-out, concerted "sick" leave, work stoppage, or an unlawful interference of any kind with any operations of the Employer.

7.2     In the event any violation of 7.1 of this Article occurs, the FOP/OLC, Inc. shall immediately notify all employees that the strike, concerted "sick" leave, slowdown, work stoppage, or unlawful interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the FOP/OLC, Inc. Violation of Section 7.1 shall be grounds for termination.

7.3     During the term of this Agreement, the Employer will not lockout any member of the bargaining unit.

ARTICLE 8:                    PERSONNEL FILES

8.1     An employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request during normal business hours of the Human Resources Department, Monday through Friday. In addition, an employee may inspect his or her file in direct response to a pending grievance or official matter. The employee may authorize, in writing, his bargaining unit representative to act on his behalf in this regard.

8.2     Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

8.3     In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, any and all documents there will not be retained in the employee's personnel file.

8.4     Except as required by the Ohio Open Records Act, or pursuant to subpoena, the Employer will not make the employee's personnel file available to any person or organization

other than the Employer, its agents or pursuant to business. The Employer shall notify any bargaining unit member prior to the release of that individual's personnel records pursuant to a records request or subpoena.

ARTICLE 9: ALCOHOLISM / DRUG ABUSE

9.1 Reasonable Cause Testing

When a supervisor has reasonable grounds to believe that any employee is using or is under the influence of alcohol or controlled substances, the employee in question may be requested to submit to a drug and/or alcohol test.

Reasonable suspicion to request a drug and/or alcohol test is based on a totality of circumstances that may include but are not limited to:

- a. Abnormal conduct or aberrant behavior;
- b. Information provided by reliable and credible sources;
- c. Observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- d. The smell of alcohol on the employee.

A command officer must order any reasonable cause drug testing. Either prior to securing such order or immediately after securing approval received on the basis of any oral report, the investigating supervisor shall prepare a written memorandum detailing the basis for the reasonable suspicion.

B. Accident Testing

Drug or alcohol testing may also be ordered when a ranger or dispatcher is involved in a significant accident or discharges his/her weapon.

C. Return to Work Testing

A return to work drug test and/or alcohol test may be required for all rangers as part of a fitness for duty examination.

D. Random Testing

Cleveland Metroparks shall also implement a random drug/alcohol testing program for all rangers and dispatchers. The following conditions and procedures shall apply:

1. All sworn members of Cleveland Metroparks Ranger Department, from ranger to Chief and dispatchers, shall be eligible for the random testing regardless of rank or assignment.
2. An Employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled on the date on which urine specimens will be collected will be subject to disciplinary action.

3. The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify a designated officer (“DO”) of the random selections and will coordinate the test scheduling of the selected employees. If the DO is selected for random testing, the testing organization shall notify the chief who will arrange for the testing of the DO.

4. Random selection shall be defined as a method of selection in which each and every sworn member of the ranger force and dispatchers, regardless of rank or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted. Every month on a day selected by the testing organization 4% (rounded to the nearest whole number) of the eligible officers and dispatchers will be drug/alcohol tested on a random selection basis.

5. Deputy rangers on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the designated officer.

6. In addition to the foregoing, all members of the department will undergo an annual drug/alcohol test. The date and time of the test will be set by the testing organization without the knowledge of the department. The testing organization will notify the Human Resources Department representative who will notify the DO who will then arrange the testing.

E. Positive Test

1. A positive drug/alcohol test will result in disciplinary action(s) appropriate under the circumstance.

2. Any employee who refuses to submit to testing when advised, or who submits adulterated or modified urine samples or who in any way attempts to evade a drug test or submit a false or misleading sample, is subject to the same penalties as those rangers who test positive for illegal use of drugs/alcohol.

F. Drug Testing Methodology

1. The testing or processing shall consist of a two step procedure: (1) initial screening test and (2) confirmation test. The urine sample shall be tested first using an initial drug screening procedure. Notification to a departmental designee of a positive test shall not be made until a confirmation test is conducted.

2. All urine drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state, or federal authorities. A five (5) panel drug test shall be used.

3. Prior to testing, the employee will be provided by personnel at the testing location with a “Consent to a Urinalysis Test and Authorization for Release of Medication Information.” The form will specify, inter alia, that its use will be limited to internal administrative purposes only, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to submit to a

duly authorized drug test and will constitute a disobedience to an order. This will subject the employee failing or refusing to disciplinary action, which could include dismissal.

4. Specimen collection will occur in a medical setting and without direct observation. The procedures will not be designed to knowingly demean, embarrass or cause physical discomfort to the employee being tested.

A directly observed collection will be mandated if:

- a. materials were observed being brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or
- b. the temperature on the original specimen was out of range; or
- c. the original specimen appeared to have been tampered with; or
- d. the laboratory reports that a specimen is invalid, and the laboratory's Medical Director advises there is not an adequate medical explanation for the result.

Samples of negative specimens will not be kept. A positive-tested specimen will be retained by the medical provider for a period of one year for use by the employee, in the event he/she should elect to challenge a positive test result by means of independent testing of the specimen at the employee's expense. If that test should prove negative, Cleveland Metroparks shall reimburse the employee for the reasonable cost of such retesting.

If a positive drug test was dilute, it will be treated as a positive test. If a negative drug test is dilute, the employee may be directed to take another test immediately under direct observation.

All requests of a positive confirmation test shall be submitted in writing to the designated officer of the Ranger Department of Cleveland Metroparks.

Any deputy ranger receiving a confirmed positive drug test result will be removed from duty pending disciplinary action.

Cleveland Metroparks believes that it is desirable to rehabilitate employees suffering from substance or alcohol abuse. Towards that end, employees who test positive for the presence of drug and/or alcohol pursuant to Cleveland Metroparks drug testing policy will in the absence of circumstances where there has been serious harm to Cleveland Metroparks, its personnel, vendors or the public or a violation of law, provide the employee with one last chance to be a dependable employee. As a condition of continued employment, the employee must sign a last chance agreement requiring: (1) participation in and satisfactory completion from a drug and alcohol rehabilitation program; (2) abstinence from drug and alcohol usage; (3) random drug and alcohol testing at the direction of Cleveland Metroparks; and (4) acknowledgement that violation of the last chance agreement will result in termination.

#### G. Voluntary Self-Referral

Any employee may voluntarily request assistance in dealing with a personal drug and/or alcohol problem through the Employee Assistance Program (“EAP”) or other acceptable treatment programs. It should be noted; however, that voluntary self-referral for illegal drug use is not in itself a “safe haven.” The guidelines listed below will apply to self-referrals.

1. Any employee not currently under personal investigation who voluntarily requests assistance in dealing with a personal alcohol or drug problem, may do so without jeopardizing his or her employment with Cleveland Metroparks if the drug of abuse was originally prescribed to, or legally obtained by the employee, but was later abused by the employee.

2. In the instance of self-referral for illegal drug use, the decision to discipline will be made by the chief on a case-by-case basis, depending on the facts and circumstances.

Participation in the EAP or other acceptable treatment alternatives will not, in itself, jeopardize an employee’s job. In fact, successful treatment will be viewed positively. However, participation in an EAP or treatment program will not:

1. Prevent the implementation of discipline for conduct that occurs in conjunction with inappropriate alcohol or drug use.

2. Relieve an employee from the responsibility to perform assigned duties safely, effectively and at a satisfactory performance level.

#### H. Procedures Re: Prescription Medications and Safety Sensitive Employees

If a deputy ranger is prescribed a drug or controlled substance with potential behavior influencing or mind-altering characteristics, by a physician, podiatrist, dentist, or other medical professional license to prescribe, administer, or dispense, the below procedures will be followed:

At the time a prescription has been written, it is incumbent on the employee to make inquiry of the physician as to the possible side effects as they relate to the employee’s ability to perform the essential functions of his/her job. If it is indicated that ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential function of the safety sensitive employee’s job, same should be reflected in writing by physician.

The documentation should indicate:

1. Whether timely ingestion (i.e., if medication must be taken once a day, or taking it after the tour of duty) would mitigate the effects of the drug and allow the deputy ranger to remain at full duty; or

2. Whether (in short term situations) the deputy ranger should be removed from the work schedule during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

If the medication is intended as long-term therapy and has the potential to affect the ability to perform essential functions, the deputy ranger will not be deemed fit for duty unless the

treating physician indicates he/she is being closely monitored and the medication is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

The Chief of Rangers will review instances covered in this section and will, if a question exists as to an employee's ability to perform the essential functions of their position, consult with a physician then render a determination.

The Chief of Rangers may on a case-by-case basis, as a condition of employment, with the advice of a physician, require a closer or more frequent monitoring of any employee on certain long-term medication therapy; i.e., psychotropic drugs.

#### DRUG AND ALCOHOL TESTING PROGRAM – JOINT OVERSIGHT COMMITTEE

A Joint Oversight Committee ("JOC") shall be established to provide oversight for the drug and alcohol testing program for the Ranger Department. The JOC shall be empowered to establish guidelines, resolve issues arising under the program, and to monitor program implementation. The JOC shall consist of six regular members, three representing Cleveland Metroparks and three representing the FOP. The three Cleveland Metroparks members shall be the Director of Human Resources, the Chief of Rangers, and the DO or their designees. The FOP will be represented by the FOP Staff Representative and the Lead Associates of the Ranger Unit and the Sergeant Unit or their designees. The JOC shall contract with a recognized expert in drug and alcohol rehabilitation to provide technical expertise. Additionally, should the members of the JOC be deadlocked on any issue relating to the drug and alcohol testing program, this expert shall be designated as the JOC's Impartial Chairman and the Impartial Chairman's determination of the issue shall be final and binding on all parties.

The JOC will develop and monitor rehabilitation plans, but shall not be responsible for discipline, which remains the responsibility of management.

#### ARTICLE 10:           WORK RULES

10.1 Existing work rules are contained in the Ranger Manual, which is supplied to each employee, and in Cleveland Metroparks Employee Handbook, which is available at each ranger location.

10.2 New or changed rules (other than of an emergency nature and other than safety rules) shall be provided to the FOP/OLC, Inc. within seven (7) days. If the FOP/OLC, Inc. suggests changes in the rule presented to it which the Employer accepts, the rule will be amended. However, the final decision shall be that of the Employer, and the new or changed rule shall be posted at all bulletin boards.

10.3 Where a work rule is in conflict with an express provision of the Agreement, the Agreement shall prevail.

#### ARTICLE 11:           DISCIPLINE

11.1 Cleveland Metroparks may take disciplinary action against any employee only for just cause. Cleveland Metroparks may take disciplinary action for conduct which occurs

while an employee is on duty or in instances where the employee's conduct violates his oath of office or code of ethics.

11.2.1 As a general policy, Cleveland Metroparks recognizes that disciplinary action is designed to improve the employee involved. In that regard, progressive discipline may consist of: a) documented counseling; b) written reprimand; c) suspension (without pay); and d) termination.

11.2.2 It is understood that some behavior may be so serious as to mandate immediate suspension and/or discharge.

11.2.3 With the concurrence of the Employer and the Employee, accrued vacation or holiday time may be forfeited equal to the length of suspension. Records of the suspension will be maintained.

11.2.4 When deemed appropriate the Employer will, prior to finalizing a written reprimand, suspension and/or termination, summon the Employee together with his/her Union Representative to a meeting with the Chief and/or his designee. At this meeting, the Employee will be given the opportunity to provide an explanation and/or additional facts or circumstances relating to the incident being investigated.

11.2.5 Records of disciplinary action against an Employee for the violation of rules, but not involving a penalty of time off, will not be used in assessing discipline provided that there has been no discipline of the Employee in the prior twenty-four (24) months.

## ARTICLE 12: GRIEVANCE PROCEDURE

12.1 It is understood that the prompt presentation and answering of grievances is desirable in the interest of sound relations between the employees, the Union, and the Employer. The procedures specified in this article are intended to provide a system for a fair, expeditious and orderly adjustment of grievances of employees in the bargaining unit.

12.2 A grievance is any dispute of difference between the Employer and the Union, or between the Employer and an employee, which concerns the interpretation and/or application of and/or compliance with any express provisions of this Agreement, including all disciplinary actions.

12.3 The following procedure shall apply to all grievances arising under this Agreement:

STEP 1: An employee who has a grievance must meet with his immediate supervisor (and/or other appropriate personnel) to attempt to resolve the grievance on an informal basis within seven (7) calendar days of the incident.

STEP 2: If the matter is not resolved in Step 1, a written grievance must be filed with the Division Lieutenant within five (5) working days of the alleged violation of this Agreement. Within five (5) working days after the filing of the grievance, a meeting will be held with the next level supervisor, the aggrieved employee(s), and the employee's Steward. Within seven (7) working days of this

meeting, a management representative shall issue a written answer to the grievant and the Union Steward.

STEP 3: If the grievance is not satisfactorily settled in Step 2, the FOP/OLC, Inc. representative may appeal the Step 2 answer to the Chief of Rangers within five (5) working days after the Step 2 answer. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the Step 2 answer is unacceptable. Within seven (7) working days after the receipt of the appeal, a grievance meeting shall be scheduled between the Chief of Rangers and/or his designee and the FOP/OLC, Inc. representative. The Chief of Rangers and/or his designee, within seven (7) working days after the close of such meeting, shall issue a written decision to the grievance.

STEP 4: If the grievance is not satisfactorily settled in Step 3, a written appeal may be filed with the Director of Human Resources within five (5) working days of the receipt of the Step 3 answer. The Director of Human Resources will schedule a grievance meeting within seven (7) working days with the FOP/OLC, Inc. representative. The Director of Human Resources will issue a written decision within ten (10) working days of the grievance meeting.

The parties agree that if the deadlines detailed in Step 2 through 4 work a hardship on the deputy ranger because of his/her part-time status, the deadlines will be extended by mutual agreement.

ARBITRATION: If the grievance is not satisfactorily settled at Step 4, the FOP/OLC, Inc. representative may submit the grievance to arbitration by notifying the Executive Director-Secretary or the Director of Human Resources in writing of its intent to do so within ten (10) calendar days after the Step 4 answer was issued. If the Employer and the FOP/OLC, Inc. representative cannot agree upon an impartial arbitrator, the FOP/OLC, Inc. representative may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with their applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties. The parties may mutually agree to use Federal Mediation and conciliation services (FMCS) in place of the American Arbitration Association.

#### 12.4 TIME LIMITATIONS

A. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.

B. Where a grievance is originally filed in a timely manner and the Employer fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

C. Once a grievance is originally timely filed, the parties may by mutual agreement in writing, extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

12.5 The FOP/OLC, Inc. shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

12.6 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or any pre-arbitration step of the procedure shall be final, conclusive, and binding on the Employer, the FOP/OLC, Inc., and the employees.

12.7 A grievance as to discharge shall be filed in writing within three (3) working days after the discharge and shall be presented in Step 3.

12.8 Class action grievances will be initiated directly at step 3 of the grievance procedure.

#### ARTICLE 13: SENIORITY

13.1 For the purpose of this Agreement, seniority refers to the total part-time continuous service in the Deputy Ranger Position. In cases where more than one deputy ranger has the same seniority date, seniority will be determined by pulling names from the hat of the Chief of Rangers.

13.2 Probationary Period. New employees shall be regarded as probationary for the first 1663 hours or twenty-four (24) months of actual service, whichever comes first, including training time, and will receive no continuous service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the date of hire. During the probationary period, the Employer may layoff, transfer, or terminate the probationer who shall have no recourse to the grievance procedure.

13.3 Break in service. The followings situations shall not constitute a break in continuous service:

- A. Absence while on an approved leave of absence (not to exceed six [6] months).
- B. Absence while on an approved medical leave (not to exceed twenty-four [24] months).
- C. Military leave (pursuant to Federal Statute).
- D. Layoff not to exceed twelve [12] months or length of service, whichever is less.

13.4 Loss of Seniority and Employee Status. The following situations constitute a break in continuous service, resulting in loss of employee status:

- A. Discharge for just cause.
- B. Resignation.
- C. Retirement.
- D. Layoff for twelve (12) months.
- E. Failure to return to work within ten (10) days after initial delivering of notice of recall from layoff by certified mail.
- F. Failure to return to work after expiration of leave of absence.

13.5 In all cases of reduction of forces, seniority shall be used as the deciding factor if qualifications and ability to perform the available work is relatively equal in the judgment of the Chief of Rangers. The Chief of Rangers will notify the Union of any layoffs.

13.6 Seniority List. The Employer shall post a seniority list once each six (6) months on the department bulletin board showing the continuous service of each employee. A copy of the list shall be furnished to the FOP Representative.

ARTICLE 14:           MILITARY SERVICE

14.1 Cleveland Metroparks agrees to comply fully with all Federal and State laws with regard to military service.

ARTICLE 15:           HOURS OF WORK & OVERTIME

15.1 Employees are expected to be available and capable of reporting to and working any park reservation or location. Deputy rangers are supplemental; therefore, hours and assignments vary greatly. There is no set schedule or minimum hours of work. Deputy rangers cannot work more than 1,663 hours per year. The work week shall commence with the first full shift scheduled to begin on or after 00:00 on a Sunday and shall end with the first full shift scheduled to begin on or before 23:59 on a Saturday. The schedule and work hours per week will be set by the Chief of Rangers and/or his designee after consultation with the deputy ranger.

15.2 Employee work schedules shall be posted. When changes in employee work schedules are made, Cleveland Metroparks will give affected employees twelve (12) hours notice.

15.3 Employees may temporarily trade shifts with other employees subject to the following conditions:

- A. All requests must be approved by the immediate supervisor. Requests for temporary shift trades shall not be unreasonably denied.
- B. Shift trades shall not create any salary liability for the Employer, nor create operating problems.

15.4 Court Appearances. Any deputy ranger directed to appear at any court or hearing in response to a subpoena commanding appearance in a criminal or civil case arising out of

any duty related incident and outside his/her regularly scheduled work day shall be compensated at straight time for all hours spent or two hours whichever is greater.

ARTICLE 16:            WORK LEAVE

16.1    An employee may request a working day off to attend the funeral of a person other than a member of the immediate family. The immediate family includes mother, father, brother, sister, spouse, daughter, son, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and legal guardian or other person who stands in the place of a parent. This time will be unpaid. An employee may be required to confirm the reason for using this leave if requested by the employee's supervisor.

16.2    An employee injured at work in the performance of official duties, who requires medical attention, who is advised by the emergency doctor not to return to work on that day will be paid for the remainder of the scheduled day if he provides written medical evidence from the emergency doctor, or upon release from the medical facility (whichever is shorter).

16.3    The employee may be required to supply a doctor's certificate substantiating the employee's ability to return to the employee's regular job after an illness or injury.

16.4    If the employee returns to work after a period of disability and still shows disability on the job, the Employer may require the employee to have a physical examination by a doctor chosen or approved by the Employer. This exam will be paid for by the Employer.

ARTICLE 17:            DECREASE OF FORCES

17.1    If it becomes necessary to lay off or reduce forces, deputy rangers performing ranger work must be laid off before a full-time ranger may be laid off or reduced in hours of work.

17.2    All deputy rangers on layoff shall be placed on a recall list and shall have recall rights based on length of service or eighteen (18) months, whichever is less.

17.3    Recall from said list shall be made by department seniority (last out, first in).

ARTICLE 18:            HEALTH BENEFITS

18.1    After thirty (30) days of continuous service, part-time employees who average ten (10) or more hours worked per week shall be eligible to enroll in a designated medical plan; i.e. Kaiser Permanente, on a self-pay basis through payroll deduction, HMO currently.

Qualifying part-time employees may select from the following plan options based on hours worked per week:

<u>Weekly Hours</u>	<u>Options</u>
Under 10 hours/week	Not eligible
More than 10 hours/week	Employee only
More than 10 hours/week but less than 20 hours/week	Employee only Employee plus one person Employee plus two or more children
More than 20 hours/week	Employee only Employee plus one person Employee plus two or more children

18.2 Part-time employee's coverage will be effective the first day of the month following thirty (30) days of continuous service.

ARTICLE 19: VACATIONS

19.1 Vacations will be assigned based on seniority in keeping with the operational needs of the Ranger Department. Once vacation is scheduled and taken, records will not be changed if the employee was ill during his vacation. All vacations must be approved by the employee's immediate supervisor.

19.2 Method of calculating part-time employees earned vacation:

<u>Years of Service</u>	<u>Hours Earned Per 80 Hours of Work</u>	<u>Maximum Carryover*</u>
0 through 7	1.8462	115
8 through 14	2.7693	173
15 through 19	3.6924	230
20 plus	3.8462	240

\*Maximum Carryover – Vacation not taken by December 31 may be carried over to the following year to the maximum hours shown in this column.

19.3 Vacation accumulates at the completion of each two week payroll cycle reflecting hours worked and longevity beginning with the employee's first payroll period. Any straight time or overtime hours exceeding 2080 per year are not used to compute vacation time. Part-time Cleveland Metroparks employees are eligible to accrued paid vacation after completion of one year of service. After one year of employment, an employee may request vacation earned during the previous calendar year.

19.4 Upon separation, a deputy ranger is entitled to payment for accrued vacation time up to the applicable maximum carryover of 115, 173, 230, or 240 hours (see schedule above). Deputy rangers with less than one year of service are eligible for compensation of vacation time accrued during Park District employment.

19.5 Current deputy rangers with previous full-time service with Cleveland Metroparks will be credited with that service to determine the amount of vacation entitlement, based on the part-time vacation schedule above.

ARTICLE 20:            HOLIDAYS

20.1 Deputy rangers of Cleveland Metroparks are eligible for the equivalent of up to six (6) floating holidays each calendar year. Holiday hours are calculated each January 1 as shown below for that calendar year. Deputy rangers are eligible to take holiday hours January 1 following their date of hire. Floating holiday hours may be scheduled during a calendar year with the mutual agreement of the employee and the immediate supervisor. Any holidays not taken by December 31 will be forfeited.

Holiday hours are earned at the rate of .0231 hours per each hour worked. Example: deputy ranger works 1,120 hours would earn 26 holiday hours (1,120 x .0231 rounded to the higher whole number hours) to be taken during the subsequent calendar year.

20.1 A holiday must be scheduled so it will not interfere with efficient department operations. Once a holiday is scheduled and taken, records will not be changed if the employee was ill during his holiday. All holidays must be approved by the employee's immediate supervisor before the holiday is taken.

ARTICLE 21:            SALARIES

21.1 The following wage rates shall be in effect for the duration of this agreement:

<u>SERVICE</u>	<u>RATE</u>
Hire	\$17.00
After 1 year	\$17.50
After 2 years	\$18.00
After 3 years	\$18.50
After 4 years	\$19.00
After 5 years	Negotiated raise

Upon ratification, all deputy rangers will be moved to their proper step of progression, and upon their subsequent anniversary date of initial employment will be moved to the next step. Deputy rangers with more than five years service or who attain five years service on or before January 1, 2011, will receive an increase of 2.75% effective the first payroll week in January 2011. Thereafter, those employees will receive the negotiated raise (as defined below) effective the first payroll week after January 1 of each subsequent calendar year.

Employees who achieve five years service after January 1, 2011 will receive the negotiated raise effective on their anniversary date. Subsequently, they will receive the negotiated raise that became effective the previous January 1 on their anniversary date.

The negotiated raise of the unit for the term of the agreement will be the same rate of increase of wages as received by the FOP Ranger Unit on each January 1 for the term of the agreement.

21.2 A premium of 25¢ per hour will be paid to employees working in the Mounted Unit.

ARTICLE 22:            IN-SERVICE TRAINING

Deputy rangers must attend a minimum of 32 hours of annual in-service training and all mandatory training as a condition of continued employment.

ARTICLE 23:            FITNESS

The Ranger Department recognizes the benefit of physical fitness and a good health to its employees and the positive impact that it has to the public. Therefore, all employees are encouraged to maintain a satisfactory health level to help improve work performance. The Ohio Peace Officer Basic Training Program has established minimum physical fitness standards necessary to become a peace officer. Cleveland Metroparks deputy rangers will be encouraged to meet these standards annually.

22.1 Physical Fitness Standards. There are three (3) physical fitness components that comprise the physical fitness standards for testing. All three components must be completed in accordance with the standards set forth in the Ohio Peace Officer Training Commission (OPOTC) Basic Training Curriculum for Physical Fitness and Conditions.

A. One minute sit-ups. This measures abdominal or trunk muscular endurance. While lying on his/her back with hands interlaced behind one's head and feet flat on the floor, the person being tested will be given one (1) minute to do as many bent-leg sit-ups as possible, or until the target number is reached.

B. One-minute pushups. This measures the muscular endurance of the upper body. With palms flat on the floor slightly wider than shoulder width and fingers pointed forward, the person being test will be given one minute to do as many full push-ups as possible or until the target number is reached.

C. 1.5 Mile Run. This measures aerobic power or cardiovascular endurance (stamina over time). On a pre-measured track or trail, the person being tested shall run or walk as fast as possible, a distance of 1.5 miles.

22.2 Performance. The results of these tests will be measured against the most current Ohio Peace Officer Basic Training Program Physical Fitness Standards to determine successful completion.

A. All participants in the Ranger Department Physical Fitness Standards testing will be required to submit a signed physician's verification that indicates they can participate in all of the testing standards; or,

B. Sign a consent form and a health screening questionnaire prior to participation.

22.3 Testing.

A. Applicants. Persons considered for possible selection as a ranger or deputy ranger on or after January 1, 2010, will be required to pass all Physical Fitness Standards as

set by the Chief as a condition of pre-employment along with all other established hiring standards. The pre-employment Physical Fitness Standards test will not be applicable to completion of the annual Physical Fitness Standards test if the applicant is hired.

B. Deputy Rangers. On an annual basis, deputy rangers are required to participate in the Ranger Department Physical Fitness Standards Testing Program.

1. Participating employees who achieve a passing score will receive \$100 for each standard pass for a total not to exceed \$300 towards an individual membership at an authorized health club or recreation center.

22.4 Testing Administration. Only OPOTC certified Physical Fitness Specialists or those possessing equivalent certification may administer the physical fitness tests. All testing will follow OPOTC testing standards.

22.5 Participation. In no circumstance will participation in this program result in discipline. Participation in this program shall not become part of future evaluations or become part of a participant's personnel file. The results will be maintained in an employee's medical file.

22.6 Passing score. An initial passing score for employees under forty (40) will be the attached OPOTA level for persons 40-49; for employees 40 or over, a passing score will be the level for persons 50-59; and for employees 60 and over, it will be the level for persons 60 and over. Once an employee has passed a test, the passing scores for future tests shall be either the level for his/her age or a five (5) percent improvement of the prior year's passing test score per category.

#### ARTICLE 23: MISCELLANEOUS

23.1 Bulletin Boards. The Employer shall make available a suitable bulletin board on an appropriate alternative space for the use of the FOP/OLC, Inc.

23.2 Copies of Agreement. Cleveland Metroparks agrees to make copies of this agreement and supply it to the deputy rangers.

#### ARTICLE 24: TERM OF AGREEMENT

24.1 This Agreement, provided it is ratified by both the FOP/OLC, Inc. Deputy Ranger bargaining unit and Cleveland Metroparks Board of Park Commissioners, shall become effective November 1, 2010 and continue in full force and effect until October 31, 2013, unless on or after November 1, 2011 but before September 1, 2013, either party gives a written renewal of Agreement notice to the other party establishing a new term with the termination date of the new Agreement established as October 31, 2013 to be co-extensive with the collective bargaining agreement of the FOP/OLC, Inc. Cleveland Metroparks Dispatchers. If no notice of renewal is given before September 1, 2013, or if the renewal notice is given, the contract shall continue in effect until its termination date, and then shall continue in effect from year to year thereafter unless either party desires to change or modify it, in which case that party shall give notice to the other party in writing at least sixty (60) days prior to the expiration date or if any subsequent anniversary date hereof.

I hereby certify that there are funds of the Board of Park Commissioners of the Cleveland Metropolitan Park District in the amount of this estimate not appropriated for any other purpose.



\_\_\_\_\_  
DAVID J. KUNTZ, TREASURER

DATE: 11/8/10

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

By 

Otto J. Holm, Jr.

Lead Associate

Duly Authorized

BOARD OF PARK COMMISSIONERS  
CLEVELAND METROPOLITAN PARK  
DISTRICT

By 

Brian M. Zimmerman

Executive Director - Secretary

Duly Authorized

Dated at Cleveland, Ohio on this 10 day of November, 2010.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 10-MED-07-0923
EMPLOYEE ORGANIZATION,	}	(P.T. Deputy Rangers)
	}	
and,	}	
	}	
CLEVELAND METROPOLITAN PARK	}	
DISTRICT,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Brian Zimmerman  
bmz@clevelandmetroparks.com