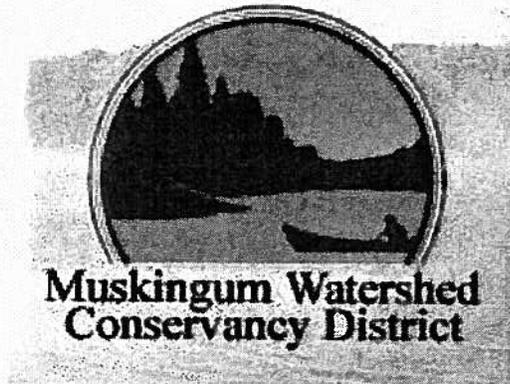




06/21/11  
11-MED-02-0157  
2385-01  
K27420

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE



AND



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

**RANGER/TECHNICIANS  
RANGER/SPECIALISTS  
RANGERS**

**EFFECTIVE: May 1, 2011  
EXPIRES: December 31, 2014**

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**ARTICLE 1  
PREAMBLE/CONFLICT AND AMENDMENT**

**Section 1.1 – Purpose of Agreement**

This agreement is made between the Muskingum Watershed Conservancy District, hereinafter referred to as the “MWCD” and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the “Union” or “FOP/OLC”, for the purpose of providing an opportunity for the Union and the District to negotiate over wages, hours, terms & conditions of employment, it being understood that this Agreement pertains to all employees within the Bargaining Unit defined hereunder except those specifically exempted.

**Section 1.2 – Conformity to Law**

The parties intend for this Agreement to supersede and replace any state and local laws on the subjects referenced or covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

**Section 1.3 – Severability**

The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, a meeting will be scheduled within thirty (30) calendar days at a mutually agreeable date and time to discuss in good faith alternative language on the same subject.

**Section 1.4 – Amendments to Agreement**

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties of this Agreement, subject to ratification by the Union and the District.

**Section 1.5 – Pronoun Agreement**

Whenever a male pronoun is used in this Agreement the female also is intended unless otherwise indicated.

## **ARTICLE 2 UNION RECOGNITION**

### **Section 2.1**

The District recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for Bargaining Unit Members in the Muskingum Watershed Conservancy District, as certified in SERB Case No. 06-REP-06-0082, dated January 18, 2008 [08-MED-07-0702] in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement.

### **Section 2.2 - Inclusion**

The parties agree that the following full-time (Group 1/Group 2) positions/classifications are included in the Bargaining Unit:

1. Ranger Technicians
2. Ranger Specialists
3. Rangers

Further, the Union recognizes that all other employees of the Muskingum Watershed Conservancy District are specifically excluded from the Unit.

### **Section 2.3 – Change of Duties/New Classifications**

In the event of a change in duties of a position within the Bargaining Unit resulting in a reclassification of the position as determined by the District or in the event that the District establishes a new position, the District shall determine whether the new or changed position will be included or excluded from the Bargaining Unit and shall so advise the Union in writing. If the Union disputes the District's determination of the Bargaining Unit status of the new or changed position, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the Bargaining Unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the position is appropriately within the Bargaining Unit, the parties shall meet to negotiate over the rate of pay and other benefits unique to that position. If the parties are unable to reach agreement as to the rate of pay, the District shall implement a rate of pay for the classification and the parties shall negotiate over the rate of pay during the next round of collective bargaining negotiations.

### **Section 2.4 – Disputes**

In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to SERB for resolution of the dispute.

### **Section 2.5 – Bargaining Unit Rights**

Management shall not erode the Bargaining Unit, which may affect the rights or the safety of the Bargaining Unit Members.

**Section 2.6 – Bargaining Unit Work**

Except in emergency circumstances, work performed by Bargaining Unit Members in the normal course of their schedule shall first be offered to Bargaining Unit Members.

With respect to special duties and assignments, they shall first be offered to Bargaining Unit Members as long as the duty or assignment is work performed by Bargaining Unit Members in the normal course of their schedule.

**Section 2.7 – Changes in Methods of Operation**

Substantial changes in the methods of operation, tools and/or equipment shall be the prerogative of the District.

## **ARTICLE 3 DUES DEDUCTION**

### **Section 3.1**

The Employer agrees to deduct from the wages and salaries of the Bargaining Unit Members dues required by the FOP/OLC by payroll deduction. All members of the Bargaining Unit shall either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09(c), starting the thirty-first (31<sup>st</sup>) day of employment with the Employer or execution date of this Agreement, whichever comes first.

### **Section 3.2**

Payroll Deducted dues and Fair Share Fees shall be forwarded by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, or such address as set forth by the FOP/OLC from time to time. The current rate and/or changes in the rate of Dues/Fair Share Fees to be deducted from each pay shall be identified by the FOP/OLC and transmitted to the Employer in sufficient time to allow processing in the next payroll.

### **Section 3.3**

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP at any time during the thirty (30) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

### **Section 3.4**

The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the Bargaining Unit.

### **Section 3.5**

The FOP will indemnify and hold the Employer harmless from any action growing out of deductions hereunder.

### **Section 3.6**

All Bargaining Unit Members who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the FOP in the amount of employee dues as set by the FOP/OLC from time to time.

The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

## **ARTICLE 4 MANAGEMENT RIGHTS**

**Section 4.1. Management Rights and Responsibilities.** To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to the other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- 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 public employer, standards of service, its over-all budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental 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 action to carry out the mission of the public employer as a governmental unit.

**Section 4.2. Matters Bargained and Not Bargained.** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement. The Employer is not required to bargain with the Union during the term of this Agreement on subjects reserved to its management and discretion, except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of a provision of this Agreement. Similarly, the parties agree that any benefit is intended only for the term of this Agreement, and nothing herein shall obligate the Employer to continue to provide any benefit in future collective bargaining agreements.

**ARTICLE 5  
UNION REPRESENTATION**

**Section 5.1 – Union Representatives**

Non-employee representative(s) of the FOP/OLC shall be admitted to the District's facility for the purpose of processing grievances, conducting or attending meetings, or for monitoring the administration of this Agreement, upon approval of the District or the District's designee. The District or designee shall facilitate any necessary contact between the representative and an on-duty Bargaining Unit Member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 5.2 – Employee Representatives**

The District agrees to recognize one (1) Bargaining Unit Member and one (1) alternate as the Union representative for the Bargaining Unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the District in writing of the names of the representative and the alternate of the Bargaining Unit and of any changes that may occur. Except as specifically set forth in this Agreement, employee representative(s) may not conduct Union business on District's time.

**Section 5.3 – Release Time**

Release time shall be granted to the following employees for the following reasons:

- |                         |   |  |
|-------------------------|---|--|
| Employee representative | - | Time spent processing grievances for this Bargaining Unit.                             |
| Bargaining Unit Member  | - | Time spent as a witness in a grievance/arbitration procedure for this Bargaining Unit. |

Employee(s) released for the above-reasons will maintain contact with the immediate supervisor and will be subject to call at any time during said meeting if it becomes necessary to perform a job-related function. Use of release time shall not cause an employee to enter overtime status.

**Section 5.4 – Time Log**

Release time shall be logged on a form approved by the parties and shall be provided to the District (HR Manager) on a monthly basis.

**Section 5.5 – Flex Schedule for Negotiations**

Employees participating in scheduled Union negotiation sessions for this Bargaining Unit shall be permitted to flex their schedules in order to avoid using accumulated leave for the purpose of attending these joint meetings.

**ARTICLE 6  
NO STRIKE-LOCKOUT**

**Section 6.1 - No Strike**

No members of the Bargaining Unit shall plan, support or participate in any work slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment from the District. In the event of a violation of this article, the FOP/OLC agrees, upon request by the Employer, to issue an immediate written demand to the employees of the District disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the Department.

Notice of violation of this Article may be given to any Union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

**Section 6.2 – No Lockout**

During the term of this Agreement the District shall not lock out any member of the Bargaining Unit.

**ARTICLE 7**  
**NON-DISCRIMINATION**

**Section 7.1. - Joint Pledge.** Neither the District nor the Union shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, religion, ancestry, national origin, handicap, or application for participation in the Ohio Workers' Compensation Program.

**ARTICLE 8**  
**PROBATIONARY PERIOD AND EVALUATION**

**Section 8.1 – New Hires**

All newly-hired employees will be considered probationary employees during the first One Hundred and Eighty (180) calendar days of their employment. During an employee's probationary period, the employee will be evaluated by the District to determine whether the employee should be permitted to continue as an employee. Probationary employees may be laid off or terminated at any time during their probationary period without prior warning or notice, and with or without just cause. The decision as to whether a probationary employee will be terminated will be within the exclusive discretion of the District, and neither the probationary employee nor the Union will have the right to pursue a grievance over the layoff or termination of a probationary employee. Similarly, the Disciplinary Action provision of this Agreement shall not apply to the termination of a probationary employee. No employee shall be entitled to seniority rights until after he has successfully completed his probationary period, at which point his seniority shall be measured from his original hire date as a full-time employee (Group 1 or Group 2) of the District.

**Section 8.2 – Transferred Employees**

Employees who transfer into a position within the Bargaining Unit shall serve a probationary period of one hundred twenty (120) calendar days. The employee will be evaluated by the District to determine whether the employee should be permitted to continue within the position. The decision as to whether the employee shall continue within the new position will be at the discretion of the District. Should the District determine not to continue the Bargaining Unit Member's probation, then the District will document the reason(s) for the unsatisfactory performance and shall make copies of said documentation available to the Member and the Union. The Member shall not be prohibited from filing a grievance/arbitration action on the matter as long as the reasons(s) are not disciplinary in nature. The Disciplinary Action provision of this Agreement shall not apply to this action.

**ARTICLE 9**  
**BARGAINING UNIT MEMBER RIGHTS/  
INTERNAL INVESTIGATIONS**

**Section 9.1**

When a Bargaining Unit Member is under investigation or is subject to questioning for any reason, other than routine communications, by the District, the following minimum standards shall apply:

**Section 9.2**

At the time that any Bargaining Unit Member is notified to report for an internal investigation, and upon the Bargaining Unit Member's request, he shall be provided an opportunity, within a reasonable time frame, to contact his FOP/OLC, Inc. Representative or Local Representative for the purpose of representation.

**Section 9.3**

No polygraph examination or other mechanical testing may be given unless approved by the Bargaining Unit Member being questioned.

**Section 9.4**

Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the member requests it, he shall be given twenty-four (24) hours prior to any questioning to locate and review any written documents he possesses regarding the event(s) being investigated in order to fully prepare himself to accurately and completely respond to the questioning. A designated supervisor may accompany the member during his search and review of such documents.

**Section 9.5**

A Bargaining Unit Member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the laws.

**Section 9.6**

Subject to the urgency of the investigation, any interrogation, questioning, or interviewing of a Bargaining Unit Member for any internal investigation of any type will be conducted at hours reasonably related to his shift, preferably during his work hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities.

**Section 9.7**

Before a Bargaining Unit Member may be charged with insubordination or like offenses for refusing to answer questions or participate in an investigation, he shall be advised that such conduct could be made the basis for a charge, premised on his exercise of the rights and advice afforded him in Section 9.5 hereof.

**Section 9.8**

When a Bargaining Unit Member is being interrogated in an internal investigation, such interrogation may be taped by the District. A copy of the recording shall be made available to the Bargaining Unit Member being questioned as soon as practicable.

**Section 9.9**

Any evidence obtained in the course of an internal investigation through the use of questionable procedures, such as administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent disciplinary hearing. However, notification to a Bargaining Unit Member that potential disciplinary/corrective action could result if the Bargaining Unit Member continues to refuse to answer questions or participate in any investigation shall not be construed as administrative pressures, threats, coercion, or promises for the purposes of this Paragraph.

**Section 9.10**

When an anonymous complaint is made against a Bargaining Unit Member and there is no corroborative evidence, then the complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unsubstantiated and the accused Bargaining Unit Member shall not be required to submit a written report, but, he shall be notified orally or in writing of such claim.

**Section 9.11**

A Bargaining Unit Member who is charged with violating Rules and Regulations, and his non-employee representative, shall be provided access to all transcripts, records, written statements, video, and audio tapes. Such access shall be provided reasonably in advance of any hearing. Access to transcripts, records, written statements, video and audio tapes made or kept by the Bargaining Unit Member or his representatives, which are intended to be introduced at grievance step hearings or pre-discipline hearings, shall also be provided to the District reasonably in advance of any hearing.

**Section 9.12**

The District designee shall be responsible for investigating all complaints, internal investigations, and Departmental charges. Prior to any disciplinary action being taken against any Bargaining Unit Member, a disciplinary hearing shall be conducted. Reasonable advance notice of a hearing date and time, as well as the charges to be heard, will be provided to the Bargaining Unit Member by the District in advance of any hearing on the charge(s). The dates and times of all District hearings, meetings, or interrogations, shall be jointly set by the District and the Staff Representative.

**Section 9.13. Routine Communications**

It is understood by the parties that the minimum requirements specified in Section 9.1 do not extend to day-to-day communications which occur between a supervisor and a member, including but not limited to the following occurrence: performance evaluations; training; counseling sessions; work-related instructions; meetings, information gathering requests,

personnel requests, or the furnishing of reports concerned with the initial investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he is subject to such an investigation interview, and the provisions of this article shall apply.

## **ARTICLE 10 DISCIPLINE**

### **Section 10.1 – Just Cause**

No Bargaining Unit Member having completed his probationary period shall be disciplined or discharged except for just cause.

### **Section 10.2 – Forms of Discipline**

Disciplinary actions are:

- A. Documented verbal warnings.
- B. Written reprimand.
- C. Suspension without pay (at the option of the Bargaining Unit Member, and with the concurrence of the District, accrued Paid Time Off (PTO) time may be forfeited equal to the length of the suspension. Record of suspension will be maintained).
- D. Termination of Employment.

### **Section 10.3 – Pre-disciplinary Process**

Whenever the District determines that a Bargaining Unit Member may be disciplined for just cause that could result in suspension, or a termination, a pre-disciplinary conference will be scheduled to give the Bargaining Unit Member an opportunity to offer explanations of the alleged misconduct. Prior to the conference, the Bargaining Unit Member shall be given written specifications and the charge(s). The pre-disciplinary conference shall be conducted within thirty (30) calendar days from the presentation to the Bargaining Unit Member of the written specification or charge(s). Any disciplinary action to be administered must be issued within fifteen (15) days of the receipt of the Hearing Officer's response.

Not less than twenty-four (24) hours prior to the scheduled starting time of the pre-disciplinary conference, the District will provide to the employee a written outline of the charge(s) which are being brought against the employee. The Bargaining Unit Member may choose to do any of the following:

- A. Appear at the conference to present oral or written statements in his defense;
- B. Appear at the conference and have a Bargaining Unit Member or Non-Bargaining Unit Member representative present oral or written statements in his defense;
- C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

As pre-disciplinary conferences are not formal hearings, the rules of evidence do not apply. Neither the District, the employee nor the Union may summon or cross-examine witnesses. A

written report will be prepared by the Hearing Officer concluding whether or not the alleged misconduct occurred. The District will decide what discipline, if any, is appropriate. A copy of the Hearing Officer's report will be provided to the Bargaining Unit Member within seven (7) calendar days following the conference.

#### **Section 10.4 – Appeal of Discipline**

Disciplinary actions and records thereof shall be maintained in each Bargaining Unit Members personnel file throughout the period of his employment.

Written warnings and written reprimands shall cease to have force and effect twenty-four (24) months from the date of issuance, provided that there is no additional disciplinary action taken against the Bargaining Unit Member in that time frame. All other disciplinary records shall have ceased to have force and effect forty-eight (48) months from the date of issuance provided that no additional disciplinary action has been taken against the Bargaining Unit Member in that time frame.

Bargaining Unit Members shall receive a copy of all entries of any kind in their personnel file. Bargaining Unit Members shall be permitted to insert written clarification or explanation and/or rebuttal memoranda and attach such entries to the appropriate material found in the personnel file.

#### **Section 10.5 – Pending Court Proceedings**

Bargaining Unit Members under indictment or arrest for a felony may be placed on unpaid leave of absence until resolution of the court proceedings. Bargaining Unit Members may use accrued paid leave time during that absence. Bargaining Unit Members found guilty by the trial court, pleading guilty or no contest to the charges and/or different charges may be subject to discipline. Only Bargaining Unit Members found innocent of the charges shall be paid for all lost time and shall have any used paid leave time restored to their credit. Bargaining Unit Members found innocent shall have no loss of seniority. An employee who is subsequently convicted of or pleads to a felony will be subject to discipline, irrespective of any previous discipline received for the same or related conduct; and such conviction shall be deemed to satisfy the standards of just cause.

An employee, who, as a result of the action of any court, loses his certification and/or ability to carry a firearm, may be terminated without progressive discipline.

**ARTICLE 11  
GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 11.1**

The term "grievance" shall mean an allegation by a Bargaining Unit Member that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 11.2**

A grievance may be filed by any member of the Bargaining Unit. Where a group of Bargaining Unit Members desires to file a grievance involving a situation affecting more than one member of the Bargaining Unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The names of each member shall be attached to the grievance form. The grievance form shall be provided by the Union and is included herein as Appendix A.

**Section 11.3**

All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the District's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement between the District and the FOP. All grievances filed by Bargaining Unit Members or the Union shall be represented by the Union's Staff Representative or his designee at all levels. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the District or its designee within the stipulated time limits shall be considered to have been advanced to the next step.

**Section 11.4**

Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information:

- A. Date and time grievance occurred.
- B. Description of incident giving rise to the grievance.
- C. Articles and sections of the agreement involved.
- D. Relief requested
- E. Signature of employee.

**Section 11.5**

Disciplinary grievances involving suspension, pay, or a discharge are to be appealed directly to Step 2 of the grievance procedure as specified herein. All other grievances related to disciplinary action are to be filed at Step 1.

**Section 11.6**

The following steps shall be followed in the processing of a grievance:

Step 1. Within fourteen (14) calendar days of the incident or knowledge of the incident, which give rise to the grievance, the aggrieved employee shall submit his written grievance to the H.R. Manager or his designee, who shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form. One copy shall be given back to the employee. A second copy shall be forwarded to the H. R. Manager. The H.R. Manager or his designee shall hold a meeting with the grievant and the Union and respond in writing to the grievant within fourteen (14) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Chief Ranger or his designee within seven (7) days from receipt of the Step 1 answer. It shall be the responsibility of the Chief Ranger or his designee to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The Chief Ranger or his designee may hold meetings to discuss the grievance.

Step 3. Grievances unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with the provisions specified herein.

### **Section 11.7**

The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days, from the date of the final answer on a grievance from Step 2, the FOP shall notify the Chief Ranger or his designee, in writing, of its intent to seek arbitration of an unresolved grievance, and the FOP shall also file a Request to Arbitrate within thirty (30) calendar days of the final answer from Step 2.

### **Section 11.8.1**

Upon receipt of the FOP's Request to Arbitrate, the parties shall meet for the purposes of:

- A. Framing the specific issue(s) to be arbitrated;
- B. Identifying the arbitrator to hear the case at hand from the individuals identified in this article; and
- C. Establishing a time/location of the hearing, subject to confirmation by the selected arbitrator, in conjunction with the arbitrator's proffered availability.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 11.8.2 – Panel of Arbitrators**

The following five (5) individuals shall be considered the sitting panel of arbitrators for the duration of this contract:

Louis V. Imundo  
Norman R. Harlan  
James M. Mancini  
Rob Stein  
Gregory James Van Pelt

Arbitrator selection shall be by alternate strike method, on a case by case basis, until only one name remains.

If an individual identified as a member of the panel of arbitrators is no longer able to serve due to death or notification of his/her desire to be removed from the panel, the parties will meet within thirty (30) calendar days to attempt to identify a replacement for the open panel position. If reasonable efforts by the parties do not result in the identification of an acceptable individual, then the position shall remain unfilled for the duration of the contract.

**Section 11.9 – Authority, Limits and Responsibilities of Arbitrator**

The arbitrator shall have no right to amend (or recommend to amend), to modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the District. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be shared by the Parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit Member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

**Section 11.10 – Pre-arbitration Meetings**

Either party may request, in writing, a pre-arbitration meeting. A meeting shall be conducted only by the consent of both parties. Such meeting or teleconference shall be for the purpose of meeting to discuss the merits of the grievance, to exchange a list of witnesses, and to exchange copies of any documents expected to be used in the arbitration hearing.

**ARTICLE 12**  
**PERSONNEL INFORMATION FILES**

**Section 12.1 – Personnel Information**

Any employee wishing to review his personnel information files will make a written request to the H.R. Manager, or his designee, who will then permit the employee and/or his authorized representative, to review the personnel information files at a reasonable time following the written request.

Representative(s) of the FOP/OLC may review the personnel file of any Bargaining Unit Member provided that the employee is present at the time of the review, or upon written authorization signed by the employee.

The District agrees to maintain only one official personnel file and said file shall be kept at MWCD Main Office.

**Section 12.2**

Any employee may copy documents in his personnel file.

**Section 12.3 – Response to Records**

If, upon examining his personnel file, any Bargaining Unit Member has reason to believe that there are inaccuracies or discrepancies in documents contained therein, he may write a memorandum to the H.R. Manager, or his designee, explaining the alleged inaccuracy or discrepancy. If the H.R. Manager, or his designee, concurs with the Member's contentions, the H.R. Manager shall remove the faulty document from the personnel file. If the H.R. Manager, or his designee, does not concur with the contentions of the Member, the H.R. Manager will attach the written memorandum or rebuttal letter to the document in the file.

## **ARTICLE 13 SENIORITY**

### **Section 13.1 – District Seniority**

“Seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee with the District since the Member’s last date of hire in the Bargaining Unit.

### **Section 13.2 – Breaks in Service**

1. The following conditions shall not constitute a break in continuous service.
  - A. Absence while on approved leave of absence;
  - B. Absence while on approved sick leave;
  - C. Military Leave;
  - D. A layoff of one (1) year duration or less.
  
2. The following conditions constitute a break in continuous service for which seniority is lost.
  - A. Discharge or removal for just cause;
  - B. Retirement;
  - C. Layoff for more than one (1) year;
  - D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
  - E. Failure to return to work at the expiration for approved leave of absence;
  - F. Resignation.
  - G. Placement in position outside of Bargaining Unit.

### **Section 13.4 – Seniority List**

The District shall annually prepare a seniority list setting forth the present seniority dates for all members in the Bargaining Unit, such list becoming effective on or after the date of execution of this Agreement. (The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees). This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within fourteen (14) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings, the Union may file a grievance. Such grievance must be filed within fourteen (14) calendar days after the seniority list is posted.

## **ARTICLE 14 LAYOFF AND RECALL**

### **Section 14.1 – Layoff**

The District may lay off employees for lack of funds or work, abolishment of positions, inability to pay, change in staffing levels and/or operational needs.

Employees shall be laid off in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

### **Section 14.2 – Reduction in Hours**

Reduction in hours means that an employee may have the minimum number of hours worked in their position reduced for lack of funds, lack of work or pursuant to a plan of reorganization due to economic or competitive reasons, and/or operational needs.

### **Section 14.3 – Displacement**

Any employee laid off from the Bargaining Unit position may, at his or her option, displace a permanent part-time or intermittent employee. Failure to bump, or failure to accept a recall to a part-time or intermittent position, shall not jeopardize an employee's recall rights to a full-time position. An employee laid off from a Bargaining Unit position may displace another full-time Bargaining Unit Member in a position for which he is qualified. Qualifications for each position within the Bargaining Unit shall be identified at the time of the projected layoff. A displacement list, by position, shall be created and shared with the Union.

### **Section 14.4 – Recall Notification**

The District shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the District informed of a current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Laid off employees shall notify the District of any temporary absence from their regular address. Employer agrees that an employee's recall rights shall continue until said employee is contacted, and until twenty-one (21) days have lapsed from contact, or the employee has been contacted and the employee does not respond.

### **Section 14.5 – Time Limits for Recall**

The laid off employee shall have twenty-one (21) calendar days after mailing or dispatching of said notification in which to exercise rights to recall. After the expiration of this time period, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given rights to recall.

The employee who has been properly notified by the District must report to work within fourteen (14) days from the date of receipt of the notification or from the expiration of the twenty-one (21) day notification period, unless a longer period is provided by the District. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for eighteen (18) months from the effective date of layoff.

**Section 14.6 – Probationary Period**

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to complete such probationary period.

**Section 14.7 – Appeal**

Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement, beginning at Step Two.

**Section 14.8**

Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training requirement in this section shall be at the District's expense.

**Section 14.9 – Recall Notice**

Employees who refuse recall or fail to respond to the recall notice to the same position from which they were laid off, will have their name removed from the recall list, and the District will have no further obligation to the employee.

## **ARTICLE 15 PAID TIME OFF**

**Section 15.1** Beginning May 1, 2009, the Employer shall establish an accrued time program which provides Paid Time Off (PTO) in lieu of traditional vacation, sick leave, personal leave, holidays and leaves of absence occasioned by personal illness or injury (excluding absences paid pursuant to Workers' Compensation application), or death of a member of an employee's immediate family.

For the purposes of this Article, "years of continuous employment" is defined as the sum total of years the employee has been continuously employed as a Group 1 or 2 employee from his/her last date of hire to December 31 of the applicable year. (See Appendix B).

"Hours" are defined as total hours for which the employee has received pay (including straight time pay and excluding overtime hours) up to a maximum of two thousand eighty (2080) in the preceding calendar year of employment.

"Peak Season" is defined as the time period May 15 and ending September 15 inclusive. It is understood that requests for the use of PTO will not routinely be approved for Memorial Day, Independence Day, Labor Day and the time period established for the "ALIVE" FESTIVAL (Atwood staff). FALL FESTIVAL (Atwood staff) will be treated as though it was listed within "Peak Season". Only emergency/exceptional circumstance requests will be considered during that time period.

Sick bank time may be used only for an employee's extended injury or illness lasting fourteen (14) or more working days. If an employee is absent for three (3) or more consecutive workdays due to personal or immediate family illness or injury, and the employee wishes to access his/her available sick bank time, a physician's statement must be provided verifying the illness, including the beginning and expected ending dates. Such verification is required as a condition to accessing the Sick Bank. Before returning to work from said absence for which the employee is accessing his/her available sick bank time, the employee will be required to provide a physician's verification that s/he may return to work, without limitations, to perform the essential functions of the employee's position.

An employee injured on the job may choose to use their available PTO balance instead of applying for any other available compensation and benefits. A Bureau of Worker's Compensation (BWC) wage continuation agreement must be completed through the Human Resources Office and approved in order for the employee to take this option.

An employee will be offered the opportunity to perform transitional duties if s/he is capable of doing so as certified by her/his physician. If an employee refuses this assignment, s/he shall be subject to discipline, up to and including discharge.

**Section 15.2** Bargaining unit members shall be credited with their annual PTO accrual amount on January 1 of each year. This accrual rate will be as described in Section 15.12.

**Section 15.3** All employees shall have the option to bank or cash out all unused current year PTO. PTO cashed out shall be paid during the month of January of the year following its accrual. In support of its commitment to employee wellness, both parties agree that employees shall schedule a minimum of fifty percent (50%) of their annual available PTO. It is understood that, absent exigent circumstances, "Wellness" hours not scheduled/used within the year shall be lost. Employee requests to schedule these hours beyond the current year shall be reviewed by the MWCD on a case-by-case basis. Granting of such a request shall be at the sole discretion of the MWCD (designee) and the decision to grant/reject the request shall not be grievable.

Employees shall be entitled to use PTO in fifteen (15) minute increments with a minimum of one (1) hour.

Employees electing to accumulate PTO in accordance with Section 15.1 of this Article may bank the PTO, which bank shall be used solely for purposes of extended illness or injury. The maximum of such banked PTO shall not exceed Four Hundred Eighty (480) hours. All PTO will be paid at the rate of the employee's straight time hourly rate in effect at the time the PTO is taken.

**Section 15.4** Employees who retire shall be paid in full for their current banked PTO to a maximum of one hundred eighty (180) hours and accrued PTO at their current straight time hourly rate in effect at the time of their retirement. To qualify for this provision, an employee must be qualified for the pension plan in effect at the time of retirement. Employees who die while in seniority status shall be deemed to qualify for this provision. Employees who voluntarily terminate from the Employer shall be paid in full for one hundred percent (100%) of their current year accumulated, but unused, PTO.

An employee with no remaining accrued PTO who is absent from work is considered to be absent without leave and subject to discipline under Article 10 of this Agreement. Upon an employee's return to work from an absence without leave, the employee may submit to the Employer medical evidence or other documentation addressing the circumstances of the absence. The Employer may, in its sole discretion, consider such evidence submitted by the employee in determining whether to impose discipline for the absence without leave, as well as in determining the extent to which disciplinary penalties might be lessened or withheld due to mitigating circumstances. The decision to treat absences without leave as "unpaid leaves of absence" lies within the Employer's sole discretion.

Before an employee may take an unpaid leave of absence for medical or personal reasons, s/he must first use all available banked PTO. The Employer reserves the right to grant or deny extensions of unpaid leaves except for leave taken under the Family and Medical Leave Act or for other time limits allowed by federal and state law. Bargaining Unit members on an approved unpaid leave greater than six (6) months are not guaranteed the right to return to their prior job. Such employees will be offered the next available vacancy for which they are the most qualified applicant.

**Section 15.5** Employees desiring to use PTO for a period of less than one (1) week shall notify the Employer no later than one (1) full calendar week before the PTO is intended to be taken, and the Employer reserves the right to deny requests when proper and adequate staffing cannot be maintained. However, the Employer will make a reasonable effort to accommodate requests for such PTO. When PTO is taken under Sections 15.6 or 15.7, a different advance notice will be required. The Department Head or immediate supervisor will respond to requests for PTO within one (1) week of the making of such request. If no response is given within one (1) week, it will be considered that the request was granted. All requests must be in writing, with a copy served to the Employer's Human Resources Department. Requests for PTO other than those taken pursuant to Sections 15.6 and 15.7 may be given consideration when such request is made with less than one (1) calendar week notice (short notice).

**Section 15.6** An employee wishing to use PTO in an amount of five (5) or more consecutive work days shall make such request prior to October 1 of the year prior to the year in which such PTO is to be taken. Such requests will be honored by seniority order classification, i.e., the senior employee in the classification will be given first consideration for requested vacation time.

**Section 15.6.1** For any request made after October 1 described above for the use of PTO equivalent to one week or more, the employee shall notify his/her immediate supervisor in writing at least two (2) weeks in advance of the requested time off. The supervisor shall sign and date a copy of the request. Requests made pursuant to this sub-section will be reviewed on a first come, first served basis, and a response to such request will be made within five (5) work days after the request was made, otherwise it will be considered that such request was granted.

**Section 15.6.2** If an employee's request for vacation brackets days s/he is not scheduled to work, the employee will not be called back to work unless the Executive Director declared that an "Emergency" exists pursuant to Article 29 - Waiver in Case of Emergency, of this Agreement.

**Section 15.7** The Employer recognizes that sudden illness or injury or other emergency may prevent the employee from providing the above-described notice. Under such circumstances, an employee must give at least one (1) hour's notice of his/her unavailability prior to the start of his/her scheduled shift for which PTO time is being taken. In all other situations, employees must give at least two (2) hour's notice of their unavailability prior to the start of their scheduled shift for which PTO time is being taken. Where the employee fails to give the required notice of his/her unavailability prior to the start of his/her scheduled shift, the call-off shall be considered improper, and the employee shall be subject to immediate, progressive disciplinary action.

**Section 15.8** When the Employer is presented with more requests for the same day(s) off then it can reasonably accommodate, the following shall determine the order in which such requests shall be considered:

**Section 15.8.1** Timely requests made pursuant to Sections 15.5 and 15.6 of this Article shall be determined on the basis of Bargaining Unit Seniority.

**Section 15.8.2** Requests made with less than the minimum notice requested in Section 15.5 of this Article, or after October 1 as set forth in Section 15.6 of this Article shall be determined on a first come, first served basis. Therefore, all written requests will be marked with the time submitted by the employee and received by the immediate supervisor.

**Section 15.9** An employee with available PTO shall be paid PTO pay to the extent requested and available, if so requested after December 1<sup>st</sup> but not later than December 15<sup>th</sup> of each year. PTO is not necessary for jury duty, military leave, a certified Workers' Compensation illness or injury.

**Section 15.10** PTO, shall be paid as part of the normal work week in which taken.

**Section 15.11** The Employer shall provide the employee with a PTO status report on a regular basis. Such report may be provided as a part of the payroll stub. Employees requesting the current status of available PTO shall make such requests to their immediate supervisor, who will provide as quick a response as is reasonably possible.

**Section 15.12** Employees shall receive paid time off (PTO) based upon their years of continuous employment as defined in Section 15.1 above as follows:

- A. During their initial one hundred eighty (180) day probationary period, employees shall be credited with ninety-six (96) hours (12 days) of PTO upon initial employment.
- B. Employees having one hundred eighty (180) days of service but less than five (5) years of service shall be credited with two hundred twenty-four (224) hours (28 days) of PTO annually, on January 1. The amount credited to an employee who has successfully completed probation shall be two point thirty-three (2.33) days for each full month remaining before January 1.
- C. Employees with more than five (5) years of service but less than ten (10) years of service shall be credited with two hundred forty (240) hours (30 days) of PTO annually, on January 1.
- D. Employees with eleven ten (10) years of service but less than fifteen (15) years of service shall be credited with two hundred fifty-six (256) hours (32 days) of PTO annually, on January 1.
- E. Employees with fifteen (15) years of service but less than twenty (20) years of service shall be credited with two hundred seventy-two (272) hours (34 days) of PTO annually, January 1.
- F. Employees with at least twenty (20) years of service shall be credited with two hundred eighty-eight (288) hours (36 days) of PTO annually, on January 1.

**Section 15.13** PTO shall be based on the employee's regular straight time hourly rate and scheduled hours on the date for which the PTO is taken. Cash-out of PTO shall be at the rate in effect in December 31 for PTO cashed out in December. Any PTO used prior to December shall be paid at the employee's then current rate of straight time pay.

## **ARTICLE 16 LEAVE OF ABSENCE**

### **Section 16.1 – Unpaid Medical Leave of Absence**

Bargaining Unit Members may request medical leave after having completed one hundred eighty (180) calendar days of service and after having used all other leave time under the Conservancy District's Paid Time Off (PTO), and FMLA policies. As soon as an eligible employee becomes aware of the need for a medical leave of absence, he/she should request a leave from their supervisor. The Human Resources Manager must be notified of all requests for medical leaves of absence. Medical leave may be granted by the Executive Director for a period of up to a maximum six (6) months in any twelve (12) month period.

Requests for medical leave will be evaluated based on a number of factors, including, but not limited to, a physician's recommendation, the employee's attendance record, anticipated work load requirements and staffing considerations during the proposed period of absence.

### **Section 16.2 – Unpaid Personal Leave of Absence**

Bargaining Unit Members may request a personal leave after having completed five (5) years of service and after having used all leave time under the Conservancy District's Paid Time Off (PTO) and any other applicable policies. Except in emergency conditions, requests for personal leaves must be submitted to the supervisor thirty (30) calendar days prior to the start of the requested leave. The Human Resources Manager must be notified of all requests for personal leaves of absence. Personal leaves may be granted by the Executive Director for a period of up to a maximum six (6) months in any twelve (12) month period.

Requests for personal leaves will be evaluated based on a number of factors, including, but not limited to, the reason for the leave, the employee's attendance record, anticipated work load requirements and staffing considerations during the proposed period of absence.

### **Section 16.3 – Benefit Continuation**

Subject to Federal law and the terms, conditions and limitations of the applicable plans, the Employer's share of the health insurance benefits will be provided by the Conservancy District until the end of the first full month of approved leave under this policy. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue.

When the employee returns from the unpaid leave, benefits will again be provided by the Conservancy District according to the applicable plan, which may be contingent upon the employee having maintained COBRA coverage throughout the leave.

Benefit accruals, such as Paid Time Off (PTO), will be suspended during the leave and will resume upon return to active employment

When an approved leave of absence ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the Conservancy District cannot guarantee reinstatement in all cases.

If the employee fails to return to work within three (3) days of the expiration of the approved leave or fails to obtain approval from the Conservancy District for a leave extension, the employee will be deemed to have voluntarily resigned their employment with the Conservancy District. Bargaining Unit Members seniority shall continue to accumulate during any approved unpaid leave of absence.

**ARTICLE 17**  
**FAMILY AND MEDICAL LEAVE OF ABSENCE**

**Section 17.1 – Eligibility for Family and Medical Leave of Absence**

To be eligible for a leave of absence under this agreement, an employee must have been employed by the District for at least twelve (12) months and must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave of absence.

**Section 17.2– Conditions of Family and Medical Leave of Absence**

The parties agree that Family and Medical Leave of Absence shall be in accordance with Federal law.

**Section 17.3 – Compensation and Benefits During Family and Medical Leave**

An employee's accrued Paid Time Off (PTO), including the "banked" amount, will be applied toward any part of the twelve (12) week period allowed for an approved leave of absence. Nothing in this agreement will result in an increase in the amount or type of paid leave.

**ARTICLE 18  
COURT LEAVE/JURY DUTY**

**Section 18.1 – Jury Duty**

In the event that jury duty conflicts with an employee's normally scheduled work hours, the Muskingum Watershed Conservancy District shall grant paid leave for those hours served on jury duty when the employee is subpoenaed for such duty by any court of the United States, the State of Ohio, or any political subdivision thereof.

**Section 18.1.1** Proof of subpoena issuance must be provided by the employee to their immediate supervisor in a timely manner.

**Section 18.1.2** Fees that are received by the employee for jury duty must be remitted to the Finance Department within seven (7) calendar days of receipt. Such fees will only be considered for remittance if said fees were paid for duty that conflicted with normal working hours of the employee. Expense payments, such as parking fees that are reimbursed to the employee by the court are not required to be remitted.

**Section 18.1.3** If the fees received for such duty exceed the normal pay that would be received by the employee, he/she is to contact the Finance Department to work out reimbursement for the difference.

**Section 18.1.4** Should an employee be dismissed early from jury duty, they should contact their immediate supervisor to arrange their return to work.

**Section 18.1.5** Supervisors shall work with employees to accommodate such duty.

**Section 18.2 – Court Leave**

In the event an employee is subpoenaed for a court appearance and such appearance conflicts with the normally scheduled work hours, the Conservancy District shall grant paid leave if such subpoena is for any court governed by the United States, the State of Ohio, or any other political subdivision thereof subject to the following provisions:

**Section 18.2.1** Any fee received by the employee must be remitted to the Finance Department within seven (7) days of receipt. Only those fees paid for duty that conflicted with normal working hours need be considered for remittance. Expense payments, such as parking fees that are reimbursed to the employee by the court are not required to be remitted.

**Section 18.2.2** If the fees received for such duty exceed the normal pay that would be received by the employee, he/she is to contact the Finance Department to work out reimbursement for the difference.

**Section 18.2.3** Court leave will not be granted for the following:

- a. Appearing voluntarily
- b. When the employee is the defendant in a criminal or civil matter
- c. When the employee is the plaintiff in a criminal or civil matter
- d. When the case is in connection with personal matters (*i.e., traffic court, divorce proceedings, custody or juvenile court hearings, etc.*).

- 1. In (a-d above) the employee may request other leave (*i.e., Paid Time Off (PTO), no pay*) subject to the provisions of that particular leave.

**Section 18.2.4** The supervisor shall work with the employee to accommodate such duty.

**ARTICLE 19  
MILITARY LEAVE**

**Section 19.1**

The parties agree that Military Leave shall be in accordance with Federal and Ohio Law.

**ARTICLE 20**  
**WORK SCHEDULES, HOURS OF WORK, OVERTIME**

**Section 20.1**

Work schedules for employees of the MWCD vary. Supervisors will advise employees of their individual work schedules, including starting and ending times, lunch periods and breaks. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

**Section 20.2**

When a Bargaining Unit Member is required by the Employer to work in excess of his forty (40) hour work week, he shall be compensated for each hour or fraction thereof at a rate of pay of one and one-half (1½) times his base hourly rate of pay. This overtime shall be included in the pay period such overtime was worked. PTO shall not be considered as hours worked for the purpose of computing overtime. In the event that PTO use causes an employee to have more than forty (40) hours of pay in a work week, the PTO amount will be adjusted downward to reflect hours worked. All overtime assignments shall be distributed as equitably as possible to all Bargaining Unit Members.

**Section 20.3**

All overtime compensation shall be in the form of wages.

**Section 20.4 – Court Time**

An employee appearing in Court on behalf of the Employer during non-working time shall receive a minimum of three (3) hours pay for time spent by the employee traveling from his or her residence to Court, during and after the employee's appearance in Court and traveling from Court back to the employee's residence. An employee who is required to spend more than three (3) hours at the Court location for an appearance shall receive pay for any time spent at the Court location exceeding three (3) hours.

**Section 20.5 – Shift Preference Selection**

Between October 1 and November 31 of each year of this Agreement, the Employer shall provide a shift and days off preference sheet to all Bargaining Unit Members. Members shall indicate their preferred shifts and days off by Department seniority and return said preferences to the Employer by December 15 of each year for application to the next calendar year. Any Bargaining Unit Member failing to timely return the forms shall be assigned shift and days off by the Employer for that approved cycle. Once established, shift assignments may not be adjusted for other than legitimate operational needs.

**Section 20.6 – Shift Differential**

In addition to all other forms of compensation, members working the "Afternoon" shift (regularly scheduled start time between 2:00 and 9:59 P.M.), shall receive an additional Fifty Cents (50¢) per hour added to his/her base rate of pay for all hours worked on that shift. Members working the "Midnight" shift (regularly scheduled start time between 10:00 P.M. and 4:00 A.M.), shall receive an additional Seventy-five Cents (75¢) per hour added to his/her base

rate of pay for all hours worked on that shift. Once established, regularly scheduled start times shall not be adjusted except for legitimate operational needs.

Employees regularly scheduled to work the “afternoon” or “midnight” shift(s) and who are required to arrive at work early shall be paid for all hours worked at their scheduled hourly rate of pay, including the appropriate shift differential.

**Section 20.7 - Filling Ranger/Technician Absences Due To Approved Use of PTO.**

For the purpose of this process, “Parks” are defined as follows: 1) Atwood Lake Park, 2) Seneca Lake Park, 3) Tappan Lake Park, and 4) Charles Mill Lake Park/Pleasant Hill Lake Park.

If the monthly schedule has already been posted and the

- Shift is open due to less than five (5) scheduled days of PTO being used by a fellow ranger/technician Bargaining Unit Member within the same park, the open shift(s) will be offered to other Ranger/Technician Bargaining Unit Members within the same Park first, by seniority, as their normal schedule allows. If Ranger/Technician Bargaining Unit Members within the same Park are not available, the open shift(s) will then be offered to Ranger Specialist(s) assigned to that Park, by seniority, as their normal schedule allows.

If the monthly schedule has already been posted and the

- Shift is open due to five (5) or more scheduled days of PTO being used by a fellow Ranger/Technician Bargaining Unit Member within the same Park, one-third (33%) the open shift(s) will be offered to other Ranger/Technician Bargaining Unit Members within the same Park first, by seniority, as their normal schedule allows. If Ranger/Technician Bargaining Unit Members within the same Park are not available, the open shift(s) will then be offered to Ranger Specialist(s) assigned to that Park, by seniority, as their normal schedule allows.

In all cases, the employer, at its sole discretion, retains the right to determine the necessity of filling the scheduled shift(s).

**ARTICLE 21  
WAGES**

**Section 21.1**

Effective May 1, 2011, the pay ranges for all Bargaining Unit Members shall be:

**HOURLY WAGE RANGES:**

PROBATIONARY WAGE	\$15.00
POST PROBATIONARY MINIMUM WAGE	\$15.50
POST PROBATIONARY MAXIMUM WAGE	\$17.24

Effective January 1, 2012, Bargaining Unit Members whose current hourly rates are within the post probationary wage range shall receive a one percent (1%) pay increase.

Effective January 1, 2013, Bargaining Unit Members whose current hourly rates are within the post probationary wage range shall receive a one and one-half percent (1.5%) pay increase.

Effective January 1, 2014, Bargaining Unit Members whose current hourly wages are within the post probationary wage range shall receive a two percent (2%) pay increase.

**Section 21.2**

All Bargaining Unit Members shall be paid in bi-weekly pay cycles. Paid Time Off (PTO), severance, and any other earned compensation shall be computed on the Member's base pay before deferrals, except as otherwise described herein. The Employer shall keep the proper records of each Member's gross pay (before deferrals) for pension purposes. Further, the Employer shall keep the proper records for all Members' adjusted gross pay for income tax purposes.

**Section 21.3**

The Employer shall pay all Members by direct deposit. Each Member shall designate at least one financial institution with an associated account for the direct deposit of pay by completing a direct deposit form and forwarding said completed and executed form to the Employer. Should the regular payday occur on a banking holiday, Members will be paid on the last working day prior to the regular payday. The workweek is defined as Sunday through Saturday.

**Section 21.4**

Should the employer decide to provide a salary increase/lump sum payment for the non-management employees of its workforce to be effective during calendar year 2011, members of the bargaining unit shall receive the same percentage increase/lump sum payment.

**ARTICLE 22**  
**HEALTH AND LIFE INSURANCE COVERAGE**

**Section 22.1**

The Employer shall offer group medical insurance coverage for each Bargaining Unit Employee. The group medical insurance includes hospitalization, medical insurance, and prescription drugs.

**Section 22.2 – Life Insurance**

Employees shall be entitled to term life insurance in the amount of fifteen thousand dollars (\$15,000) for each employee.

**Section 22.3**

It is agreed and understood that the schedule of benefits for employees shall be set forth in the health plan offered by the Employer, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that the Employer may modify the terms of the insurance coverage and/or change carriers in order to maintain similar health coverage. The current Summary Plan Document for employees effective March 1, 2009 will be distributed to each member of the bargaining unit no later than May, 2009.

**Section 22.4**

If any changes in policies or the terms thereof occur during the duration of this Agreement, such revisions will be made available to employees prior to implementation.

**Section 22.5 - Premiums.**

Bargaining unit members hired into an insurance eligible position prior to June 1, 2002 shall pay twenty percent (20%) of the monthly premiums for benefits provided in Section 1.

Bargaining unit members hired into an insurance eligible position after June 1, 2002 shall pay twenty-five percent (25%) of the monthly premiums for benefits provided in Section 22.1.

Bargaining unit members shall pay one-dollar (\$1.00) per pay of the monthly premiums for benefits provided in Section 22.2.

**Section 22.6**

The Employer will make available to Bargaining Unit Members any optional insurance benefits that may, from time to time, be made available to non-management employees. Such benefits may include additions beyond current benefits and/or new benefits such as "short term disability" insurance. The premiums for benefits offered will be borne by the employee electing such optional benefits.

**ARTICLE 23**  
**UNIFORM MAINTENANCE ALLOWANCE**

**Section 23.1**

All Bargaining Unit Members shall be entitled to an annual uniform maintenance allowance of Three Hundred Fifty Dollars (\$350) per year of the Agreement. The uniform allowance shall be used to defray the costs of purchase of new uniform items, additions to the existing uniform, repairs of uniforms due to ordinary wear and tear, cleaning and maintenance of the uniform. The MWCD shall establish a Purchase Order at the uniform provider currently in use for said purchases. Any purchases greater than the annual amount shall be the financial responsibility of the Bargaining Unit Member, unless authorized by the Executive Director (or Designee). Requests for use of funds for non-standard equipment/clothing shall regularly be processed within fourteen (14) calendar days.

**Section 23 .2**

It is the responsibility of all rangers to maintain the required uniform in a neat, clean and professional manner. So long as the above uniform requirements are met, rangers may use any remaining annual balance for the purchase of such things as: winter sweater, winter coat, duty belt, and holster. Other items which may be considered for purchase are non-lethal impact weapons and mace. All of these additional purchases, other than the required uniform items, must have the prior written approval of both the supervisor and the Executive Director.

Any ranger who leaves employment during the season shall be required to reimburse the Conservancy District for the amount of the uniform allowance used that year for purchases other than hats, jackets, shirts, trousers, shorts, sweaters, or protective body armor. All uniforms (hats, jackets, shirts, trousers, shorts, sweaters, and protective body armor) are the property of the Conservancy District, and as such as to be returned upon termination of employment.

**Section 23.3 – Protective Body Armor**

Upon initial hire and/or upon expiration of equipment certification, the Employer shall contribute up to Seven Hundred Dollars (\$700.00) toward the purchase of protective body armor to employees required to wear protective body armor due to job responsibilities.

## **ARTICLE 24 REIMBURSEMENTS**

### **Section 24.1 – Travel Reimbursement**

On occasion Bargaining Unit Members are required to travel in the course of conducting official business within the State of Ohio and surrounding states (West Virginia, Kentucky, Indiana, Michigan, Pennsylvania and New York). Travel shall be approved by the Executive Director (or designee). Business related travel outside these states must receive the approval of the Executive Director and the Board of Directors.

Travel expense shall not exceed the allowable per diem rate for lodging expenses as established by the IRS locality rate. This rate will be reviewed annually by the Treasurer and updated as necessary. Employee expenses for approved travel will be reimbursed upon properly documenting such travel with paid receipts and approval of the supervisor.

In addition, incidental expenses will be reimbursed to the employee upon providing proper paid receipts and approval of the supervisor. Employees may receive a cash advance for approved business travel by submitting a written request to the Finance Department.

### **Section 24.2 – Meal Reimbursement**

The Employer shall provide, pay or reimburse employees for the cost of meals incurred while on official business. Meal expenses shall not exceed the IRS locality per diem amount. This rate will be reviewed annually by the Treasurer and updated as necessary. Reimbursement expenses must be documented with paid receipts and approval of the supervisor.

Employees may receive a cash advance for approved business meals by submitting a written request to the Finance Department.

### **Section 24.3 – Personal Vehicles**

Employees may use their personal vehicles for MWCD business purposes only when there are no MWCD vehicles available, and only with prior approval of their immediate supervisor. Employees using personal vehicles for MWCD business purposes are required to adhere to all State of Ohio laws and regulations and all other state's laws and regulations (when applicable) regarding operation of a vehicle. When an employee is using their personal vehicle for MWCD purposes, the employee's personal auto insurance is primary. Employees that regularly use their personal vehicles for business purposes will be required bi-annually to provide proof of liability insurance with minimum limits.

Employee use of a personal vehicle, upon completion of the appropriate travel expense account form, will be reimbursed at the IRS standard mileage rate. This rate will be reviewed annually by the Treasurer and updated as necessary.

### **Section 24.4 - Proper Licensure**

Employees operating a motor vehicle are required to have a proper, valid Ohio Motor Vehicle Operator's License, or such license as required by the State of Ohio to perform the duties set

forth in the employee's position description. MWCD makes no provision for "light duty" due to the employee's lack of proper licensure.

**Section 24.5 - Insurability**

An employee whose job requires a valid Ohio driver's license must be insurable under the MWCD fleet policy. Employees may be required to submit to a driver's license check. MWCD makes no provision for "light duty" due to the inability of an employee to be insured. For insurability purposes, the accumulation of points is subject to review for a period of three (3) years for non-CDL drivers.

Driving Violations - this applies to employees whose position descriptions require that they operate a motor vehicle:

Point Accumulations: Any employee whose position requires that they operate a motor vehicle, who accumulates eight (8) or more points under Ohio point law will be subject to disciplinary action under Article 10 - Discipline. Affected employees are to report to their immediate supervisor, upon return to work, any conviction that causes their point total to equal or exceed the above stated standard.

Driving under the Influence Citations: Employees whose position requires that they operate a motor vehicle, that are cited for driving under the influence (DUI, OMVI, DWI, etc.) shall notify the Human Resources Coordinator and their supervisor pending disposition of the case. If convicted, the employee will be subject to disciplinary action under Article 10 - Discipline.

**ARTICLE 25**  
**LABOR MANAGEMENT AND SAFETY COMMITTEES**

**Section 25.1 – Meetings**

In the interest of sound labor-management relations, the FOP/OLC and the District will meet at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the FOP/OLC, two (2) representatives of the District and one (1) non-employee representative of the FOP/OLC and one (1) non-employee representative of the District shall be permitted to attend such meetings. It is not the intent of the parties that the labor-management and safety committee meetings be used to bypass the normal chain of command. Local FOP/OLC employee representatives attending labor-management and safety meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

**Section 25.2 – Issues/Agenda**

The party requesting the meeting shall furnish an agenda to the other party at least seven (7) days in advance of the scheduled meeting. If the Union requests the meeting, a list of names of the FOP/OLC employees who will be attending shall be included with the request for the meeting. Subjects that may be discussed at these meetings shall include (but not be limited to) the items listed below:

1. Discussion of administration of this agreement, excluding grievances;
2. Notification to the FOP/OLC of the changes made by the District which may affect Bargaining Unit Members;
3. Dissemination of general information of interest to the parties;
4. Provision to the FOP/OLC representative the opportunity to share the view of the members and/or make suggestions on subjects of interest to the members;
5. Discussion of ways to improve efficiency and work performance; and/or
6. Consideration and discussion of health and safety matters.

**Section 25.3 – Safety Issues**

Whenever possible, alleged safety issues shall first be presented and addressed at the next available Labor Management Committee meeting or at the District Safety Meeting, whichever is first. The District agrees to make every effort to address the alleged safety issue within thirty-one (31) days of the appropriate Committee meeting in which it was raised. The FOP/OLC shall be entitled to one (1) seat on the District Safety Committee.

## **ARTICLE 26 DRUG SCREENING**

### **Section 26.1**

Members of the bargaining unit are subject to the provisions of the current MWCD policy regarding Drug-Free Workplace (Policy 708)(Appendix C).

### **Section 26.2**

Drug screening or testing shall be conducted in accordance with the policy identified previously. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the Employer from other administrative action.

### **Section 26.3**

Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee, or when the employee has discharged a weapon while on duty.

### **Section 26.4**

All drug screening tests shall be conducted by medical laboratories licensed by the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

### **Section 26.5**

Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the screening is positive, the employee's sample shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at the lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

- A. If all the screening and confirmatory tests are positive, then the Bargaining Unit Member involved may be required to enter into rehabilitation referral. The Conservancy District shall maintain the right to discipline the employee in addition to mandating rehabilitation.
- B. Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as

determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.

- C. An employee who participates in a rehabilitation or detoxification program shall be allowed to use PTO for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on leave of absence without pay for the period of the rehabilitation leave.
- D. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of two (2) years from the date of his return.
- E. Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- F. If an employee refuses to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within two (2) years after his return to work upon completion of the rehabilitation program, the employee shall be subject to discharge "for just cause".
- G. Except as otherwise provided herein, the cost of all drug screening shall be borne by the Employer.
- H. For the purpose of this Article, "periodic" shall mean not more than four (4) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the two (2) year period after his return from a rehabilitation program.

#### **Section 26.6**

For the purpose of implementing the provisions of this Article, each Bargaining Unit Member shall execute medical releases in order for the Employer to obtain the results of the drug screening provided for in this Article. The releases referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

**ARTICLE 27 ~**  
**COMMUNICABLE DISEASES**

**Section 27.1**

All Bargaining Unit Members have the right to be vaccinated for hepatitis B. Such vaccinations shall be made available, at no cost to the Bargaining Unit Member, for those Members who desire it, within ninety (90) days of the execution of this Agreement.

**Section 27.2**

The District recognizes the right of any Bargaining Unit Member who believes he may have been exposed to HIV while dealing with another person in the performance of his duties to exercise his rights pursuant to Section 3701.23 of the Ohio Revised Code. The District shall not impede the Bargaining Unit Member's right to exercise this action.

**Section 27.3**

The District shall make available equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment.

**ARTICLE 28**  
**MISCELLANEOUS PROVISIONS**

**Section 28.1 - Agreement Copies.** As soon as possible, following the signing of this Agreement, the District and the Union shall have printed at least thirty (30) copies of this Agreement. Fifteen (15) copies shall be provided to the District and the remainder shall be provided to the Union for distribution to Bargaining Unit members.

In addition, the Union and the District shall each receive three (3) signed and dated original copies of this Agreement.

**Section 28.2 - Integration Of New Bargaining Unit Members**

Should it be necessary to integrate a current MWCD employee into the bargaining unit, the following shall occur:

- A. Hourly wage placement – the employee shall be placed within the Probationary Wage/Post Probationary Wage Range unless such placement shall cause the employee’s hourly rate to decrease. In a case where placement at the probationary rate will cause the employee’s hourly rate to decrease, placement will be made within the current hourly post probationary wage range established in this agreement. If his/her hourly rate is in excess of the Post Probationary Hourly Wage Range established in this agreement, his/her hourly wage rate shall be “red-circled” until the contract Wage Range equals or exceeds the employee’s wage, then his/her wage progression shall be in accordance with current agreement.
  
- B. PTO/PTO bank establishment – the employee shall have his/her initial PTO/PTO bank established in the same way as established under the Collective Bargaining Agreement in effect from March 1, 2009 through December 31, 2011, as described within the provisions of Appendix B of that CBA.

**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

**Section 29.1 - Waiver.** In case of a publicly declared emergency affecting the District, defined as Acts of God or Civil Disorder declared by the President of the United States, the Governor of the State of Ohio, the Executive Director of the District, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the District:

- A. Time limits for replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of employees.

**Section 29.2 - Executive Director's Action.** An "emergency" declared by the Executive Director, as used in this Article, includes only those situations which prevent the normal day to day operations of the District.

**Section 29.3 - Grievance Processing.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the procedure to which they (the grievances) have properly progressed.

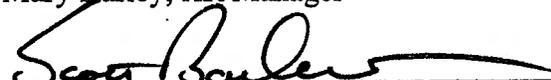
**ARTICLE 30  
DURATION/SIGNATURES**

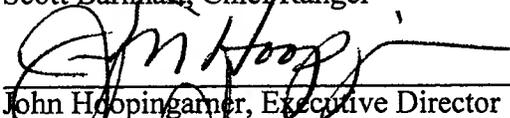
Upon ratification by the parties, this Agreement shall become effective May 1, 2011 and shall end at Midnight on December 31, 2014. In witness whereof, the parties have caused this Agreement to be executed this 20th day of May, 2011 at the Muskingum Watershed Conservancy District.

Any amendments to this Agreement, to be binding on the parties hereto, must be in writing, attached to an original executed copy and signed by the parties.

**FOR THE  
MUSKINGUM WATERSHED  
CONSERVANCY DISTRICT**

  
\_\_\_\_\_  
Mary Butler, HR Manager

  
\_\_\_\_\_  
Scott Barnhart, Chief/Ranger

  
\_\_\_\_\_  
John Hoopingarner, Executive Director

  
\_\_\_\_\_  
Steve Kokovich, President, Board of Directors

  
\_\_\_\_\_  
Consultant for MWCD  
Richard R. Bourgault

Date May 20, 2011

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

  
\_\_\_\_\_  
FOP Member, Shawn P. Tharp

  
\_\_\_\_\_  
FOP/OLC, INC.  
Chuck Choate

Date June 7, 2011

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 11-MED-02-0157
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	
MUSKINGUM WATERSHED	}	
CONSERVANCY 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. Richard Bourgault  
rrb@dublinmanagement.com