



# AGREEMENT

12-MED-08-0735  
3036-01  
K30097  
11/04/2013

BETWEEN THE

BOARD OF PARK COMMISSIONERS OF THE  
MILL CREEK METROPOLITAN PARK DISTRICT

AND



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

**POLICE OFFICERS**

**EFFECTIVE: June 1, 2013**  
**EXPIRES: May 31, 2015**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Recognition: Definition: Check-Off .....	1
2 Management .....	2
3 Hours of Work: Schedules .....	3
4 Holidays .....	5
5 Sick Leave .....	6
6 Vacation .....	8
7 Insurance Benefits.....	9
8 Seniority .....	10
9 Wages.....	11
10 Jury Duty, Miscellaneous.....	11
11 Safety and General Welfare .....	12
12 Grievance Procedure, Negotiation and Modification Procedure.....	13
13 Discipline .....	17
14 Labor Management Committee.....	18
15 Term of Agreement.....	19
EXHIBIT A: Hourly Rates.....	20
EXHIBIT B: Mill Creek Metropolitan District Schedule of Benefits/Medical Effective 8/1/2010 .....	21
Prescription Drug Benefits .....	24
Dental Benefits .....	24
Dental Services .....	25
EXHIBIT C: Mill Creek Metroparks Drug and Alcohol Free Policy.....	26
Memorandum of Understanding: Joint Health Care Committee.....	34

## LABOR AGREEMENT

Consistent with Chapter 4117 of the Ohio Revised Code and subject to all other controlling laws and the ultimate authority of the Board to make final decision in all such matters, it is agreed by and between the BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK DISTRICT, hereinafter referred to as "BOARD" and the FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. ("FOP/OLC"), hereinafter referred to as "UNION" for the purpose of establishing harmonious relations between and among the Board, the Union and the various employees of the Board subject to this Agreement, as follows:

### ARTICLE 1 - RECOGNITION: DEFINITION: CHECK-OFF

1.01. The Board recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP/OLC") as the sole and exclusive representative for all full-time police officers employed by the Board, subject to applicable exclusions set forth in O.R.C. Sections 4117.01(C), 4117.01(F)(2) and 4117.06(D)(6), and excluding all other employees.

1.02. Unless otherwise specifically stated herein, the term "employee" shall mean a full-time regular employee working as a patrol police officer for the Park District. A full-time regular employee shall mean an employee who is designated as such at time of hire, has completed his probationary period and is normally scheduled to work or be paid for forty (40) hours a week and 52 weeks in a year.

1.03. A newly hired full-time regular employee shall serve a probationary period of twelve (12) months during which time he/she may be dismissed at the discretion of the Board without recourse. A probationary employee shall be eligible for paid holidays and check-off and to accrue sick leave beginning with the date of hire, and shall be eligible for insurance and use of accrued sick leave sixty (60) calendar days from the date of hire.

1.04. Check-off - The Board will deduct from the wages of the eligible full-time employees who are members of the Union their Union dues upon the written authorization of the respective employees. The amounts to be deducted shall be certified to the Board by the Union on the form to be provided by the Union, and the Board agrees it shall remit monthly to the Union the aggregate deductions of all such employees together with an itemized statement of such deductions. The deduction will commence with the next full pay period following the date on which the Union informs the Board that the employee has become a Union member. The authorization of dues check-off may be revoked by furnishing the Board or its Executive Director a Notice of Revocation within thirty (30) days prior to the end of any calendar year during the term hereof, on the form to be provided by the Union, signed and dated by the employee. A copy of the Notice of Revocation will be furnished to the Union upon receipt thereof by the Executive Director or the Board. Such revocation shall become effective thirty (30) days after receipt by the Board of the signed Notice of Revocation.

1.05. The Board will deduct from the wages of each full-time employee, whether or not a member of the Union, a "fair share fee". In the case of members of the Union, this amount shall be equal to the dues regularly paid by Union members; in the case of employees who are not members of the Union and have not signed dues deduction authorization forms, the amount to be so deducted shall be certified to the Board by the Union. The aggregate amount of all such deductions from members and non-members shall be remitted monthly to the Union, by the Board, with an itemized statement of such deductions.

1.06. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of Sections 1.04 and 1.05 of this Article, or in reliance on any certification or form furnished by the Union. The Union assumes full responsibility for the disposition of the monies deducted pursuant to this Section once such monies have been turned over to the properly designated official of the Union.

1.07. The authorization of dues check-off with respect to any employee transferred out of the bargaining unit shall automatically terminate on the first day of the month succeeding such transfer.

1.08. In the event of a substantial change of duties of a position or if a new position is created within the department, the Board shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Board's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the Union's notification to the Board. If the parties agree on the determination, it shall be implemented as agreed by the Board and the Union. If an agreement is not reached, the parties shall jointly submit the issue to the State Employment Relations Board for a final determination of bargaining unit status.

## ARTICLE 2 - MANAGEMENT

2.01. Except as expressly limited by this Agreement, the Board has the sole and exclusive right to manage the operation of the Park District including, but not limited to, the right to decide the duties to be performed, the tools, equipment and machinery used in such performance, to maintain order and efficiency in its operations, to hire, lay-off, assign, transfer, promote and demote employees, to schedule hours to be worked, including starting and quitting times, to schedule overtime hours, to discipline, suspend or discharge employees for just cause and all other rights and responsibilities as listed in Section 4117.08(C) of the Ohio Revised Code. Any action taken by the Board pursuant to its reserved authority hereunder shall be consistent with the provisions of this Agreement.

2.02. All employees covered by this Agreement are further required to abide by all policies and procedures presently in the Police Procedure Manual and as they may be revised or added to from time to time.

ARTICLE 3 - HOURS OF WORK: SCHEDULES

3.01. Workweek - The normal workweek for a full-time regular police officer shall consist of five (5) days of work. Wherever possible, these days shall be consecutive. Exceptions may occur because of the continuous nature of police operation requiring seven-day-a-week, 24-hour schedules.

3.02. Workday - The normal workday for a full-time regular police officer will consist of eight (8) hours of work within a 24 hour period starting at 6:00 A.M. of the day in question. Wherever possible, the eight hours will be consecutive. Normally, each employee shall be assigned a regular work shift with established starting and quitting times; provided that the Board may temporarily change the starting or quitting time of any employee to accommodate any bona fide special situation that may arise.

3.03. Schedules - Work schedules showing employees' shifts, workdays and hours shall be posted weekly. The schedule will be posted by Thursday of the week preceding.

3.04. Overtime - Compensation will be paid at the rate of time and one-half (1 1/2) the normal hourly rate of overtime work performed:

- (i) in excess of eight (8) hours in any workday, except in case of a change in shift assignment, court time or changes in schedule made to accommodate the request(s) of one or more employees;
- (ii) in excess of forty (40) hours per week, except for court time. For each separate regular day off on which the employee is scheduled to, and actually performs work, the employee will receive the overtime payment described in this Subsection (ii) or a payment equivalent to four (4) hours at the employee's regular hourly rate, whichever is greater;
- (iii) on holidays, in addition to the regular holiday pay.

Overtime work is considered work for which an employee is required to perform past the normal quitting time of his normal workshift or work in excess of the employee's normal workweek (excluding court time as defined). Dependent upon the type of overtime work involved, overtime work will be distributed as fairly and equitably as possible among the employees who normally perform the work involved, over a reasonable period of time. Employees shall be notified of the scheduling of overtime work as far in advance as conditions and situations permit.

Full-time police officers who would like the opportunity to be considered for overtime assignments on a "call out" basis occurring as the result of unscheduled call-offs by full-time officers on the full-time schedule, may inform the Chief of their availability, in writing. A sheet for such purpose will be posted near the Chief's office. The sheet will be of a continuous nature. These full-time police officers can be added or deleted at any time by notifying the Chief in writing. When overtime is required as the result of unscheduled call-offs by full-time officers on the full-

time schedule, offers of overtime work shall be made in sequential order through the list, with the new opportunities being offered first to the police officer following the one who accepted the last offer.

There shall be no duplication (that is, no pyramiding) of overtime payments for the same hours worked.

Vacation hours, holidays hours and sick leave hours shall count as time worked for the purpose of computing overtime pay under Paragraph (ii) above, provided the hours in excess of forty (40) are actually worked. Hours paid but not worked shall not exceed eight (8) in any one day. Hours paid but not worked with reference to a paid holiday shall be charged as holiday hours. If any employee is scheduled to report for work on a holiday and fails to report without being excused, such holiday hours shall not count as time worked hereunder. Employees scheduled for overtime in advance are expected to follow normal procedure in reporting for work.

3.05. Emergency Work - Emergency work is defined as work due to a sudden or unexpected occasion of an emergency nature, such as a riot, missing person, or natural disaster which, in the judgment of supervision, requires immediate attention to protect life or property. Emergency work does not include work required to fill in for the absence of another officer. All employees must be willing to participate in emergency work as it may occur from time to time. Dependent upon the type of emergency work involved, all emergency work will be distributed as fairly and equitably as possible among the employees who normally perform the work involved.

3.06. Call-Out-Pay - An employee called out for work occurring outside his regular working schedule shall be paid one and one-half (1 1/2) times his regular rate for each hour worked on such call-out, with a minimum payment of four times his regular hourly rate. If the call-out is for emergency work as defined in Section 3.05, the employee shall be paid two (2) times his regular hourly rate for each hour spent on emergency work with a minimum of four (4) times his regular hourly rate. The minimum payment shall not apply to hours tacked onto his regular scheduled hours.

3.07. Fair Labor Standards Act - Section 207(k) - The Board has declared, pursuant to Section 207(k) of the Fair Labor Standards Act and 29 C.F.R. Part 553, that work periods for all police officers will be 14 days in length, coinciding with the Park's present pay periods, and starting at 6 A.M. on Monday, July 7, 1986.

3.08. Court Time - Court time is time spent by the employee signing affidavits outside regular work hours and court appearances outside of regular work hours. Court time hours are compensated at straight time until hours worked and court time hours exceed eighty-six (86) after which the employee will be compensated at one and one half (1 1/2) times his regular hourly rate, except as specified in Section 3.10. Employees will be paid a minimum of three (3) hours pay, or actual time, whichever is greater, at their regular hourly rate for court appearances outside of regular work hours.

3.09. Compensatory Time - Subject to the conditions of this Section 3.09, an employee may take compensatory time in lieu of overtime for any combination of overtime hours resulting

from work performed in excess of forty (40) hours per week as provided in Section 3.04(ii) or for court time which would otherwise be compensated at one and one half (1 1/2) times the employee's regular hourly rate as provided in Section 3.08. Compensatory time shall be used in eight (8) hour increments. Requests for use of accumulated compensatory time may be denied if the use of compensatory time unduly disrupts the Employer's operations. Accumulation of compensatory time attributable to any combination of overtime or court time as provided above shall not exceed forty (40) hours at any given time. Unused compensatory time may be carried forward to the next calendar year, and will not be liquidated in cash, except that on termination of employment, accrued unused compensatory time shall be liquidated in cash at the then current pay rate. Requests for compensatory time shall be reviewed on a first-come, first-served basis.

3.10. Schools and Seminars - Attendance at any school or seminar session required by State Law or Federal Law will be compensated at straight time not to exceed eight (8) hours in any one day.

Attendance at any school or seminar session required by the Park District will be compensated at straight time until hours worked and allowed time hours exceed eighty-six (86) after which the employee will be compensated at one and one-half (1 1/2) times his regular rate of pay.

3.11. Externally Sponsored Events – A minimum of one (1) employee will be offered the opportunity to work externally sponsored events for which, according to Park District procedures, the Park District bills separately for police services. This provision does not apply to facility rentals or Park District sponsored events.

The officer in charge provisions of Section 9.03 do not apply to duty under this Section.

#### ARTICLE 4 - HOLIDAYS

4.01. The following days shall be recognized as paid holidays for full-time regular employees:

New Year	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas	December 25

4.02. For each of the foregoing holidays, an employee will receive eight hours pay at his regular rate whether or not he is scheduled to work on said holiday; provided, however, that in order to qualify for holiday pay the employee must work as scheduled on his last scheduled day before the holiday is observed and his first scheduled day after the holiday is observed, unless excused; and provided, further, that if he is scheduled to work on the holiday but fails to report, he will not receive his holiday pay unless his absence has been excused. An employee who reports off sick the day before or the day after the holiday or on the holiday itself (if scheduled), must verify his sickness by a doctor's certificate, on a form provided by the Board.

4.03. An employee scheduled to work on one of the foregoing holidays shall be paid time and one-half (1 1/2) for each hour of work in addition to his holiday.

#### ARTICLE 5 - SICK LEAVE

5.01. Each employee shall accrue one and one quarter (1 1/4) days of sick leave for each month of employment up to a maximum accumulation of ONE HUNDRED FIFTY (150) DAYS. Any sick leave used shall be deducted from the employee's balance at the end of the month preceding the loss of time.

5.02. An employee who is absent on account of bona fide illness or injury shall, upon presentation of a doctor's certificate (except as provided in Section 5.07) on the Park District form presently provided, stating the nature of the illness or injury causing the absence from work and the period of time during which the employee was unable to work, receive compensation during such absence not to exceed the total number of days accumulated prior to the commencement of such absence. Presentation of the doctor's certificate must be made immediately upon return to work if sick leave benefits are to be paid.

5.03. All contract benefits directly related to continuous service, including additional sick leave days, shall continue to accrue during absence on paid sick leave.

5.04. Absence from work on account of a compensable injury shall not be deducted from accumulated sick leave if the employee elects to receive disability benefits under the Workers' Compensation Law. The election must be made on the election form provided by the Board at the same time the employee is directed to complete an "Employee's Official Statement of Injury/Accident Form" by the employee's supervisor. If the employee is unable to complete the above forms, the Board will make the election for the employee in favor of the benefits provided by the Bureau of Workers Compensation. Once an election is made, it cannot be revoked.

Sick leave payments shall be available to an employee absent from work even though the injury may have occurred while performing extra details within the Park District grounds. Sick leave payments shall not be available to an employee absent from work because of a compensable injury incurred at another place of employment, which is outside the Park District grounds. For purposes of this Section 5.04, "extra detail" shall be defined as any paid detail contracted by persons

or businesses for special paid police protection at functions occurring within the Park District grounds.

5.05. Payment for sick leave shall be based on an eight (8) hour day and a forty (40) hour week.

5.06. An employee who is absent from work in order to attend a member of his immediate family (spouse, child, relative living with the employee, employee's parents or employee's spouse's parents not living in the employee's household) who is ill or injured may receive sick leave pay for such absence, provided that, if the absence exceeds one day, a doctor's certificate that the employee is needed to attend the ill or injured person shall be required.

5.07. An employee at his discretion may take up to three (3) consecutive work days leave with full compensation in case of death of a member of the employee's immediate family. One of the days of the leave must be the day of the funeral. The Executive Director may grant more time in exceptional circumstances upon request of the employee. Depending upon circumstances, employees may be required to provide verification. The phrase "immediate family" shall be interpreted to mean wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, step-parents of either the employee or his spouse, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, niece or nephew of the employee.

5.08. A doctor's certificate will not be required for any absence because of bona fide illness or injuries not exceeding one (1) day, provided the employee furnishes a written statement on the form provided of the reason for the absence immediately upon return to work. An employee, to qualify for sick pay after the first day of absence, shall produce evidence in the form of a doctor's certificate on the form presently used in such cases by the Park District, except on no more than two (2) occasions during a calendar year this shall occur after the second day of absence. The doctor's certificate must be signed by the doctor and must show the dates the employee is excused from work and the date upon which he is expected to return. Certification hereunder shall be presented to the Park District before payment of wages covering the absence may be properly disbursed.

5.09. An employee may take up to two (2) personal days with full compensation in each calendar year of this Agreement. A personal day must be taken in an increment of eight (8) hours. Any day taken as a personal day will be deducted from the employee's accrued sick leave. If an employee does not use all personal days in the calendar year, no deduction will be made from sick leave for the unused personal day or days, but there will be no carry-over of the personal days from year to year. A personal day will be scheduled in the same manner as vacation days are scheduled, according to Article 6, Section 6.03 of this Agreement; that is, in writing (except that the parties may agree to dispense with the writing requirement in cases of unusual circumstances or emergencies) with as much advance notice as is possible.

5.10. Upon retirement, an employee shall be eligible to receive in cash a payment equivalent to fifty percent (50%) of his accumulated but unused sick leave at the time of retirement not to exceed sixty (60) days.

5.11. Any leave taken pursuant to Article 5 which qualifies as leave for purposes of the Family and Medical Leave Act of 1993 ("FMLA") shall be subject to the Board's rules concerning

FMLA leave requests. Such rules will include, but will not be limited to, notice before taking leave, substitution of paid leave, medical certifications, fitness-for-duty certificates and related matters.

#### ARTICLE 6 - VACATION

6.01. The following vacation benefit program shall be in effect:

- (i) Starting with the second year of employment for each year through the sixth year, two weeks vacation;
- (ii) For the seventh year of employment through the thirteenth year, three weeks vacation;
- (iii) For the fourteenth year of employment through the twentieth year, four weeks vacation; and
- (iv) For the twenty-first year of employment and for each year thereafter; five weeks of vacation.

6.02. Upon termination of employment, each employee will receive his unused vacation benefits for that year of employment. The date of termination shall be the last day of actual work. In addition, he will receive a pro rata vacation benefit which shall bear the same ratio to the vacation benefit for which he would qualify on his anniversary date following termination, as the number of weeks he has worked since his last anniversary date prior to termination bears to 52 weeks.

6.03. Vacations shall be assigned with preference to the employees with most seniority, if applied for before March 1 of each year, subject to scheduling requirements for the orderly operation of the Park District. A list of employees so selecting vacations, and the vacation period selected by each, shall be posted by March 15. After March 1, vacation will be assigned on a first-come, first-serve basis. Limitations on taking vacations during certain periods of the year may be imposed.

6.04. Each employee shall give notification, in writing upon the Park District form, prior to the preparation of the weekly schedule, to his department head when requesting vacation time. Less notification may be permitted by the department head in special cases. Vacation must be taken in increments of no less than four (4) hours.

6.05. Vacation pay shall be calculated at the employee's regular rate of forty (40) hours each vacation week.

6.06. Employees may receive their vacation pay prior to the start of their vacation with the

following stipulations:

- (i) Only one advance vacation check will be granted per year.
- (ii) Any employee requesting advance vacation pay must notify the Payroll Officer no later than three weeks or sooner than four weeks prior to the first day of requested vacation. Any vacation for which advance vacation pay has been granted must be taken at the time requested.
- (iii) An employee will receive advance vacation pay on the last payday prior to the first day of requested vacation.
- (iv) Any vacation time taken without the above advance notice will be paid in the normal pay period.
- (v) No less than five (5) days of vacation pay will be granted under the advance notice procedure.
- (vi) All deductions normally made in any specific pay period will be made from any advance vacation pay.

6.07. Eligibility for vacation shall be based on anniversary date of full-time employment. Vacation must be taken in the year accrued and cannot be carried over from year to year except in unusual circumstances with permission of the Executive Director.

#### ARTICLE 7 - INSURANCE BENEFITS

The Board shall provide for each employee the following insurance benefits:

7.01. \$25,000 group life insurance.

7.02. A health and dental benefits program at the benefit levels, and with the deductible and co-payment features, presented in Exhibit B, unless prior to August 1, 2010 the parties agree to a revised program.

Employees shall contribute to the cost of health and dental benefits program premiums through July 31, 2010 as follows:

- a. \$30.00 per month for employees with single coverage.
- b. \$60.00 per month for employees with family coverage.

Beginning August 1, 2010, employees shall contribute five percent (5%) of the cost of health and dental benefits program premiums for single coverage and family coverage.

Employee contributions shall be by payroll deduction.

7.03. Police professional liability insurance.

All such insurance benefits shall be specifically provided by, and subject to, the language of contracts with the respective insurance carriers.

Nothing in this Agreement shall prohibit the reduction of any insurance benefit because of an employee's age so long as the payment made or the cost incurred by the Board with respect to such employee is not less than the payment made or cost incurred for other covered employees.

If during the term of this Agreement, federal or state legislation is enacted establishing mandatory requirements for employer-sponsored health insurance or other benefit programs, there will be no duplication of benefits under any insurance program provided in this Agreement.

#### ARTICLE 8 - SENIORITY

8.01. Seniority will be computed by length of continuous service from the last hiring date as a full-time employee. Departmental seniority will be computed by length of continuous service within the police department, and shall be used only for purposes of effecting lay-offs and recalls from lay-offs.

8.02. An employee newly hired full time shall serve a probationary period of twelve (12) months. During that probationary period an employee may be dismissed as determined by the Board, without recourse. Employees who complete their probationary period shall accrue continuous service retroactively from the date of hire.

8.03. Subject to ability and fitness to do the required work, layoffs and recalls shall be in order of departmental seniority, employees having the least departmental seniority being the first to be laid off and the last to be recalled. Except in unusual circumstances and subject to considerations of ability, no regular full-time police officer shall be laid off while any part-time police officers are working.

8.04. Employees who are laid off shall be placed on a recall list for a period of one (1) year. During the period of layoff, the employees shall not accrue, but shall retain, their seniority for the period of up to one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. In order to be considered for recall, police officers must have a current and valid Ohio Peace Officer Training Certificate. If OPOTA requirements change within the one (1) year period, the Park District will provide to recalled officers the opportunity to receive necessary training.

8.05. Notice of recall shall be sent to the employee by certified mail. The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Board of his

intention to return to work and shall have seven (7) calendar days following the receipt of the recall notice in which to report for duty.

8.06. Vacancies - Any vacancy in a full-time job within the bargaining unit shall be posted on the Police Office bulletin board for a period of one (1) week (seven (7) calendar days). Employees interested in filling the vacancy may indicate their interest by completing and submitting a job application.

#### ARTICLE 9 - WAGES

9.01. Paychecks shall be issued bi-weekly. Pay stubs will show regular hours, overtime hours and any special pay allowance.

9.02. Work will be recorded in the nearest fifteen (15) minutes and will be paid on such basis.

9.03. When no supervision is on duty, a police officer will be appointed to act as Officer in Charge. The Officer in Charge shall receive a rate of One Dollar (\$1.00) per hour more than his existing hourly rate.

9.04. The wage rates set forth in Exhibit "A" attached shall be in effect for the steps indicated and shall remain in effect for the life of this Agreement.

9.05. Employee PERS contributions will be tax deferred.

#### ARTICLE 10 - JURY DUTY, MISCELLANEOUS

10.01. Jury Duty - An employee who is required to report for jury duty or to testify under subpoena as a witness in a court proceeding on days which he would otherwise have worked will be paid an amount equal to the difference between the amounts he receives as jury pay or as witness pay and his regular wages which he would have earned had he worked as scheduled. In order to receive such allowance, such employee shall submit evidence provided by the court of his pay while on jury or witness duty and shall be available to work during hours he is not scheduled to report for jury or witness duty.

10.02. A regular weapons qualification program shall be maintained for police.

10.03. The employee records of all members of the bargaining unit, for example; applications, evaluations, disciplinary actions and recommendations, health and medical records, unlisted telephone numbers, payroll deductions and any other information of a similar nature, will be considered confidential and not available for public inspection. Access is restricted to the employee, his direct supervisor and his other superiors. These records may not be released without the written consent of the employee.

10.04. In matters of employee disability or handicap, the parties acknowledge that the

Board may take actions necessary to comply with the requirements of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and state and local laws prohibiting disability or handicap discrimination, and such actions, including reasonable accommodation to employees or applicants for employment, shall not be considered a violation of any provision of this Agreement. Furthermore, such actions shall not be used as evidence of precedent or past practice in any subsequent situation.

## ARTICLE 11 - SAFETY AND GENERAL WELFARE

11.01. Proper and adequate equipment and personnel, as deemed reasonably necessary by supervision, shall be made available when employees are required to perform hazardous and/or unsanitary duties. In addition, body armor will be provided to all full-time officers and shall become a mandatory part of the uniform complement. Upon termination of employment, body armor shall be returned to the Board.

11.02. A joint safety committee shall be established consisting of two representatives of the Board and two representatives designated by the Union and the names certified in writing to the Union and the Board, respectively. The joint safety committee shall meet upon request by either party.

11.03. Uniform Allowance - All newly hired police officers, except those promoted from part-time to full-time positions, will receive, without charge to the police officers, their initial uniform complement. For purposes of this subsection "uniform complement" shall mean those items of uniform apparel, equipment, and accessories appropriately worn or used by full-time or part-time police officers, as the case may be, according to practices existing as of the effective date of this Agreement. A part-time police officer promoted to full-time shall, at the time of promotion to full-time, receive those items of uniform apparel and accessories necessary to convert his/her part-time uniform complement to full-time uniform complement. After one year of continuous service with respect to full-time police officers, and after one year from the date of promotion with respect to part-time police officers promoted to full-time, police officers will receive a uniform allowance of \$600.00 per year which will be increased to \$650.00 per year in the second year of this Agreement. Payment will be made to the supplier by the Board for approved uniforms and accessories purchased during the year by the individual police officer. An employee leaving employment prior to receipt of all uniform items purchased shall not receive those items not yet received.

11.04. If, for any reason, a police officer terminates employment prior to completing one year of continuous service, all uniforms and accessories received by the police officer must be returned to the employer.

11.05. Any member of the bargaining unit who wishes to become a member of the Mill Creek Metropolitan Park District Employees Association will have deducted from his/her wages association dues upon the written authorization of the respective employee.

11.06. Licenses and Certifications - It shall be a condition of employment of all employees

in the bargaining unit to obtain and to continue in full force all licenses and certifications as may, from time to time, be required by law. Any employee who fails to obtain, or who suffers a suspension or revocation, of any such required licenses or certifications may be disciplined, including suspension without pay, demotion or discharge at the sole discretion of the Board or the Executive Director.

The Park District will pay for all classes, training sessions, license and/or certification fees and any related travel expenses incurred by an employee in the process of obtaining and/or maintaining any required license or certification.

11.07. It is the policy of the Board and the Park District, for the protection of Park District visitors and employees, for the protection of private and public property, and for the preservation of the reputation enjoyed by the Park District and its employees, to maintain a work environment free from alcohol and illegal or improperly used drug substances. Therefore, the Union and the Board agree to adhere to the Mill Creek Metroparks Drug and Alcohol Free Policy, a copy of which is attached to and incorporated in this Agreement as Exhibit C.

11.08. The Park District will provide each full-time bargaining unit member with a private locker of a size large enough to store uniform and duty related items at the police station.

## ARTICLE 12 - GRIEVANCE PROCEDURE, NEGOTIATION AND MODIFICATION PROCEDURE

### A. GRIEVANCE PROCEDURE

12.01. It is mutually understood that the prompt presentation, adjustment, and answering of grievances is desirable in the interest of sound relations between the Park District and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees.

12.02. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, including all disciplinary actions.

12.03. All grievances must be processed at the proper step in order to be considered at the subsequent step.

12.04. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Park District's last answer.

12.05. Any grievance not answered by the Park District within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

12.06. Any grievance which may arise between the parties shall be settled in the following manner:

Step 1 - The aggrieved employee or employees may take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence. The grievance will be presented in writing upon the form provided by the Union. The Supervisor shall attempt to adjust the matter and shall respond to the employee or employees in writing within five (5) days of his notification of the grievance.

Step 2 - If the grievance is not settled, it may be presented in writing on a form provided by the Union, to the Park District Executive Director or his representative, within seven (7) days of the conclusion of Step 1. The aggrieved employee, with or without a union representative as the employee may choose, and his immediate supervisor will then meet with the Executive Director or his representative relative to the grievance. Any meeting as a result of this step in the grievance procedure will be held at a time other than during the aggrieved employee's scheduled work shift immediately after the employee's quitting time whenever possible, unless the Executive Director or his representative agrees otherwise. The Union and the aggrieved employee(s) shall be advised in writing as to the decision in Step 2 within five (5) working days.

Step 3 - Grievances not satisfactorily settled in Step 2 may be appealed to arbitration by filing with the Executive Director a written notice of appeal identifying the grievance and signed by a staff representative of the Union. The notice of appeal shall be filed within thirty (30) days after receipt of the decision in Step 2. If it is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2.

12.07. The grievance shall be heard in Step Three by an impartial arbitrator selected by mutual agreement of the parties. In making any decision, the arbitrator's award is limited to back pay less interim earnings and unemployment compensation received. If the parties cannot agree upon an arbitrator within thirty (30) days after the notice of appeal is filed, either party may request the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of arbitrators. The parties shall select an arbitrator from this panel by alternately striking one name. The person whose name is not stricken from the panel shall be the arbitrator. However, in the event that either party finds the first panel to be unacceptable, it may request the FMCS to supply a second panel. Each party may request no more than one additional panel.

12.08. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The

decision of the arbitrator shall be final and binding upon the Union, the employees, and the Board, and, unless the parties agree otherwise, must be rendered within thirty (30) days from the close of the hearing. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Board and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Board. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party requesting a reporter. Such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance. The arbitrator's function is to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement. The arbitrator shall have no jurisdiction or authority to establish or change any wage structure, or to enlarge, for any reason except by agreement of the parties, any of the time limitations contained in this Agreement. The arbitrator in making any awards is restricted to actual, net out-of-pocket losses incurred by the employee, and in formulating any back pay award, shall make deductions based upon, for example but without limitation, unemployment compensation received or receivable and any amount paid to or receivable by the employee as wages in any other employment.

12.09. Any grievance may be withdrawn by the Union at any point in the foregoing procedure, without prejudice, or may be settled by mutual agreement between the Board and the Union, which settlement shall be binding upon all concerned.

12.10. Any grievance not presented within the time limits set forth in this Article shall not be entitled to consideration.

12.11. The Union may designate one (1) employee as associate. The name of the employee selected as associate shall be certified in writing, to the Board, by the Union annually and/or when changed. The individual so certified shall constitute the Union Grievance Committee. Meetings of the Grievance Committee with representatives of the Board shall be held during working hours and without loss of pay. The purpose of such meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances.

12.12. The Board shall have the right to initiate proposals within the framework of this Agreement, to present grievances, and to submit issues to arbitration. Where the Board invokes the grievance procedure, the Board shall observe the specified procedure and time limits with respect to appealing and the Union shall observe the specified procedure and time limit with respect to answering.

12.13. Any other provision of this Agreement notwithstanding, oral and written reprimands are not appealable to arbitration, and the disposition of a grievance based on any such reprimand at Step Two of the grievance procedure shall be final.

12.14. Mediation of Grievances - After the exhaustion of the procedure set forth in STEP 2

above, either party may request of the other party that the grievance be submitted to mediation in an attempt to reach resolution. If the parties mutually agree to mediation, a representative of the Federal Mediation and Conciliation Service, who shall be mutually agreeable to the Park District and the Union, or any other mediator upon which the parties may agree, shall be called upon to assist the parties. Representatives of the Park District and the Union will continue to attempt to settle the grievance with the advice and assistance of such mediator, it being understood that the mediator will not decide the issue. If the grievance is not resolved within forty-five (45) days of the Park District's decision in STEP 2 above, then the matter may be appealed to arbitration in accordance with STEP 3. In the event the parties agree to use the alternate procedure set forth in this paragraph, the written notice of appeal to arbitration provided in STEP 3, to be timely, must be filed within forty-five (45) days after receipt of the decision in STEP 2. If it is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in STEP 2. Any expenses incident to the service of the mediator shall be shared equally by the Park District and the Union.

## B. NEGOTIATION AND MODIFICATION PROCEDURE

12.15. The following settlement procedure shall apply:

12.16. Either party desiring to terminate or modify the contract under Section 14, shall give notice to the other party on or before February 1, 2015. If notice is not given by either party by such date, the contract will continue in effect without change, from year to year, unless either party shall give written notice to the other party on or before February 1, prior to any expiration date.

12.17. The parties shall meet to negotiate as soon as mutually convenient after February 1. If agreement is not reached by the ensuing April 15, the parties shall request the Federal Mediation and Conciliation Service to assign a mediator to assist with the negotiations. If the FMCS for any reason does not assign a mediator, the parties shall request a mediator through the State Employee Relations Board.

12.18. If the parties do not reach agreement on or before the expiration date of this Agreement, the Union may thereafter, after giving ten (10) days notice as required by Statute (O.R.C. 4117.11) engage in a strike.

12.19. In order to expedite negotiations, both the Board and the Union may designate no more than three employees each to the negotiating committee. The names of the employees will be certified in writing to the Union and to the Board, respectively. This limit does not apply to other representatives of the Board or Union who are not regular employees of the Park District.

## ARTICLE 13 - DISCIPLINE

13.01. Disciplinary action, including reprimand, suspension or dismissal may be taken with respect to any employee for dishonesty, negligence, insubordination, immorality, violation of work rules and personnel policies and for other just cause. Disciplinary action involving suspension and/or dismissal shall be given in writing and may be appealed within seven (7) days by the aggrieved employee to Step 2 of the Grievance Procedure if he is dissatisfied.

13.02. All reprimands and complaints entered into an employee's file shall be signed by the employee with a copy to the associate.

13.03. For the purpose of imposing discipline, an employee's record shall be used only for the previous two years, except for repeat offenses during the two-year period.

13.04. All disciplinary hearings or actions shall be conducted or carried out in a private, businesslike manner.

## ARTICLE 14 – LABOR MANAGEMENT COMMITTEE

14.01. In the interest of promoting harmonious relations, there is hereby created a Labor-Management Committee, consisting of three (3) representatives of Labor and three (3) representatives of Management. Other individuals may be invited to attend the meetings on an ad hoc basis, should the other side reasonable believe such individual or individuals have information reasonably related to the discussion of and resolution of issues to be addressed by the Committee.

14.02. For the life of this Agreement, the Committee shall meet at least once quarterly, and at a mutually convenient time for the parties. The parties may call additional meetings of the Committee by mutual consent.

14.03. Not less than five (5) working days in advance of the scheduled meeting, the parties shall exchange a list which shall include the names of those individuals who shall be in attendance at the meeting, as well as a summary of each of the issues proposed to be discussed.

14.04. The purpose of the Committee created herein is to promote sound relations between the parties. To that end, the parties may discuss the following items:

- (i) The administration of this Agreement;
- (ii) Changes in the policies, operations, or other working conditions that have been or will be made by the Employer, and which changes affect the members of the bargaining unit;
- (iii) The dissemination of information and methods for improving safety, productivity, and efficiency; and
- (iv) Training, educational and developmental opportunities for current employees to meet future needs of the Department.

14.05. The meetings of the Committee are not for the purpose of attempting to alter or amend the provisions of this Agreement.

14.06. If the meetings of the Committee are scheduled during normal working hours, employees shall be paid for their attendance at the meetings. However, should the meetings exceed the normal working hours of those employees, such time shall not be calculated or considered as hours worked, and any employee attending the meeting shall not be paid overtime or otherwise compensated for any time spent in the meetings beyond normal working hours.

ARTICLE 15 - TERM OF AGREEMENT

15.01. This Agreement shall become effective on June 1, 2013, and shall remain in effect through May 31, 2015. It shall automatically renew itself from year to year thereafter unless either party shall give timely written notice to terminate or modify as provided in Article 12, Section B, of this Agreement.

15.02. During the negotiations resulting in this Agreement, the Board and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employees Collective Bargaining Act imposes an obligation to bargain. This Agreement embodies all restrictions on the Park District's actions and the Park District is relieved of its duty to negotiate regarding matters not specifically set forth in this Agreement. As used in this subsection, "duty to negotiate" includes the right to require the Park District to provide information to the Union.

FRATERNAL ORDER OF POLICE,  
BOARD OF PARK COMMISSIONERS  
OF THE OHIO LABOR COUNCIL, INC.  
MILLCREEK METROPOLITAN PARK DISTRICT

By [Signature]  
[Signature]

By [Signature]  
[Signature]

[Signature]

\_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

[Signature]  
[Signature]  
[Signature]  
R. A. Carter

**EXHIBIT A**  
**HOURLY RATES**  
Labor Agreement  
FOP/OLC

Effective June 1st of 2013, all full-time hourly police officers shall be compensated according to the following schedule of hourly rates:

Probationary Police Officer	17.40
Police Officer 1 (after 12 months)	18.35
Police Officer 2 (after 24 months)	19.28
Police Officer 3 (after 36 months)	20.22
Police Officer 4 (after 48 months)	21.18
Police Officer 5 (after 60 months)	22.11

Police officers receiving time in grade wage adjustments will have their rates adjusted automatically at the beginning of the first pay period after the required time in grade is reached.

**EXHIBIT B**

**MILL CREEK METROPOLITAN PARK DISTRICT  
SCHEDULE OF BENEFITS/MEDICAL  
EFFECTIVE 8/1/2010**

**BENEFITS**

*Preadmission Testing	Usual, Customary and Reasonable
*Second Surgical Opinion	Usual, Customary and Reasonable
* Annual Routine Physical	Usual, Customary and Reasonable
*Annual Gynecological Exam	Usual, Customary and Reasonable
*Well Child Care	Usual, Customary and Reasonable

\*Deductible and Coinsurance do not apply to In-Network Providers only Non-Network Providers Subject to the Non-Network deductible and coinsurance

**MAJOR MEDICAL BENEFITS**

	<b>Network</b>	<b>Non- Network</b>
Deductible (per calendar year)		
Per Individual.....	\$500.00 .....	\$1000.00
Per Family .....	\$1000.00 ....	\$2000.00

**Benefit Percentage/Coinsurance**

Office Visit Copay	\$20.00 per visit	Subject to deductible and coinsurance
Specialist Visit Copay	\$50.00 per visit	Subject to deductible and coinsurance

NOTE: Network Office and Specialist Visit not subject to deductible or coinsurance

Eye Doctor Office Visit \$20.00 per visit (limited to 1 per year)

NOTE: Eye Doctor Visit – network not required and not subject to deductible or coinsurance

Emergency Room – Illness/Accident	\$150.00 / 80%	\$150.00 / 60%
-----------------------------------	----------------	----------------

NOTE: Emergency Room copayment waived if admitted; Non-network exception for life-threatening emergencies (co-pay applies, covered at 80%

Per calendar year after deductible.....	80% .....	60%
*Individual out-of-pocket maximum including the deductible .....	\$1500.00	\$3000.00
*Family out-of-pocket maximum including the deductible .....	\$3000.00	\$6000.00

\*(Charges over UCR do not apply)

**Note: The In-Network and Out-of-Network deductibles, copayments and out-of-pocket limits are separate and do not accumulate toward each other.**

**SCHEDULE OF BENEFITS (con't)**

Hospital Expense Benefit	
Room and Board.....	Semi Private Rate subject to deductible and coinsurance
Intensive Care.....	Usual, Customary and Reasonable subject to deductible and coinsurance
Maximum Duration.....	Unlimited days; subject to deductible and coinsurance
Miscellaneous Services (Inpatient).....	Usual, Customary and Reasonable; subject to deductible and coinsurance
Inpatient Mental/Nervous and Substance Abuse.....	
Maximum Duration.....	Semi Private Rate Unlimited days subject to deductible and coinsurance
Surgical Expense Benefit.....	Usual, Customary and Reasonable subject to deductible and coinsurance
Anesthesia Benefit.....	Usual, Customary and Reasonable subject to deductible and coinsurance
In-Hospital Medical Care Benefit	
Maximum Duration.....	Usual, Customary and Reasonable Subject to deductible and coinsurance Unlimited days
Diagnostic X-Ray and Laboratory .....	Usual, Customary and Reasonable Subject to deductible and coinsurance
Radioactive and X-Ray Therapy .....	Usual, Customary and Reasonable Subject to deductible and coinsurance
Skilled Nursing Facility.....	Semiprivate room rate Subject to deductible and coinsurance up to 120 days per calendar year
Home Health Care.....	Usual, Customary and Reasonable Subject to deductible and coinsurance 90 visits per calendar year
Hospice Care.....	Usual, Customary and Reasonable Subject to deductible and coinsurance 180 days per lifetime
Chiropractic/Manipulative Therapy .....	Usual, Customary and Reasonable Subject to deductible and coinsurance 12 visits per calendar year therapeutic / chronic conditions

**SCHEDULE OF BENEFITS (con't)**

Outpatient Mental/Nervous & Substance Abuse ... Usual, Customary and Reasonable  
Subject to deductible; 80% In Network and 60%  
Non Network coinsurance

Supplemental Accident Benefit ..... Usual, Customary and Reasonable  
Subject to deductible; 80% In Network and 60%  
Non Network coinsurance

Inpatient Preadmission Certification ..... Required for all inpatient  
Hospital, Mental Health and Substance  
Abuse admissions, \$500.00 penalty if  
not obtained

Mandatory Second Surgical Opinion..... \$250.00 penalty if not obtained

**Plan Maximum Amounts**

Calendar Year Substance Abuse Maximum..... \$10,000.00  
Lifetime Substance Abuse Maximum ..... \$35,000.00  
Maximum Lifetime Benefit ..... \$1,000,000.00

**ALL BENEFITS**

Eligible Dependent Children Covered to Age .....19 years or 23 years  
if full time student

Effective Date of Coverage ..... 60 days after date of hire

Spousal Coverage .....No coverage for spouse if other insurance available

All covered charges are subject to usual, customary and reasonable fees.



## DENTAL SERVICES

**Diagnostic and Preventative Oral**  
Exams and Cleaning  
Fluoride Treatment  
Emergency Pain Treatment  
Space Maintainers  
Diagnostic X-Rays

**Oral Surgery**  
Impacted Teeth/Extractions  
General Anesthesia  
(medically necessary)  
Oral Surgical Procedures

### **Basic Restorative**

Fillings - Amalgam, Silicate, Acrylic  
Root Canal Therapy, Endodontia Treatment of Gum Disease  
Repair of Bridgework and Dentures Extractions

### **Major Restorative**

Inlays, Onlays, Gold Fillings, Crowns Initial Installation of Fixed Bridgework Installation of Partial or Full Dentures Replacement of Existing Bridgework or Dentures

**Orthodontia** Full-Banded Orthodontia Treatment Appliance for Tooth Guidance Retention Appliances – Not in connection with full-banded treatment.

## EXHIBIT C

### MILL CREEK METROPARKS DRUG AND ALCOHOL FREE POLICY

#### INTRODUCTION

Studies show that alcohol and drug abuse is a pervasive problem not only in our society in general, but specifically in the workplace. Figures released by the United States Department of Labor show that substance abuse costs United States employers over \$100 Billion annually, resulting in higher absenteeism, increased accidents and injuries to those employees who engage in substance abuse and their co-employees, higher medical costs, and lower productivity and quality. Drug and alcohol related problems are one of the top four reasons for the rise in workplace violence.

Recognizing the value of a workplace free of substance abuse, both to itself and to its valued employees, the Park District is introducing and implementing this policy to ensure that the Park District will be a drug free workplace and to provide for all of Park District employees a safe and healthy work environment.

I. POLICY STATEMENT. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The MILL CREEK METROPARKS has a commitment to protect people and property; and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all Employees and the Public we serve.

#### II. DEFINITIONS

a.) MetroParks Property – The term “MetroParks Property” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased, or used by the MILL CREEK METROPARKS.

b.) Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by federal regulations (21 C.F.R. Sections 1300.11 through .15), look alike drugs and designer drugs and alcoholic beverages in the possession of or being used by EMPLOYEES on the job.

c.) EMPLOYEES – All individuals who perform work for the MILL CREEK METROPARKS.

d.) Accident – Any event resulting in injury to a person or property to which EMPLOYEES contributed as a direct or indirect cause.

e.) Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.

f.) Just Cause – Just cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

g.) Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance” as used by this policy, means the following:

(1) Alcohol – Blood alcohol level of .06 as measured by blood or breath tests.

(2) Other Prohibited Substances – Positive results over the following thresholds for urine testing.

- a) Marijuana - 50 ng/ml initial screen
- b) Cocaine - 300 ng/ml initial screen; 150 ng/ml confirmatory test
- c) Opiates – 2000 ng/ml initial screen and confirmatory test
- d) Phencyclidine – 25 ng/ml initial screen and confirmatory test
- e) Amphetamines – 700 ng/ml initial screen
- f) Barbiturates – 200 ng/ml initial screen
- g) Benzodiazepines – 200 ng/ml initial screen
- h) Methadone – 300 ng/ml initial screen and confirmatory test
- i) Methaqualone – 300 ng/ml initial screen and confirmatory test
- j) Propoxyphene – 300 ng/ml initial screen and confirmatory test

All limits set forth in subsection (g)(2) shall be subject to change to and will conform to current D.O.T. requirements.

III. DRUG/ALCOHOL TESTING. The parties to this policy and program agree that under certain circumstances, the MILL CREEK METROPARKS will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

a.) A pre-employment drug and alcohol test will be administered to applicants for full-time employment and any other applicant deemed necessary by the Executive Director of the MetroParks.

b.) A test may be administered in the event a supervisor has a just cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing just cause for testing, an EMPLOYEE has the right to notify his or her on-site representative and/or Union Representative of the impending test and request either person be present. The MILL CREEK METROPARKS will request drug/alcohol testing during working hours only. The drug/alcohol testing itself may extend past the schedule of working hours.

c.) Testing may be required if EMPLOYEES are involved in a workplace accident/incident or if there is a workplace injury. The health care provider will make the determination if a drug test is needed.

d.) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period.

e.) EMPLOYEES may also be tested on a voluntary basis.

EMPLOYEES to be tested will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy.

Drug testing will be conducted by WorkMed. The testing may consist of blood, breath, or urine tests, as required. In the case of a positive test result, EMPLOYEES shall have the opportunity to contest the result by having an appropriate portion of the sample re-tested at an independent accredited laboratory selected by EMPLOYEES from those listed below.

MILL CREEK METROPARKS will bear the costs of all testing procedures except that EMPLOYEES will pay the cost of any retest requested by EMPLOYEES.

#### IV. TESTING PROCEDURES

1) All samples for testing will be taken by appropriately qualified personnel (e.g. medical personnel for drawing blood).

2) To the greatest extent possible, the privacy of EMPLOYEES will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed.

a) There shall be no visual observation of the act of urination unless there is no other practical alternative to ensure genuine collection of EMPLOYEES' specimen;

b) If the person at the collection site does not know EMPLOYEES to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site;

c) The person at the collection site will ask EMPLOYEES to remove unnecessary outer garments such as coats and jackets and to leave personal belongings such as purses and bags with other garments. EMPLOYEES may retain their wallet;

d) EMPLOYEES shall be instructed to wash and dry their hands prior to urination;

e) EMPLOYEES may provide his or her specimen in the privacy of a stall or partitioned area;

f) Bluening agents shall be placed in the toilet so that the water always remains blue. No other water source should be available;

g) The person at the collection site shall remain outside the stall until EMPLOYEES hand that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination; and

h) If the test results are below the level set by the laboratory as positive, the results will be reported as negative and all documentation regarding supervisors' observations and testing will be destroyed.

3) Regarding both urine and blood samples, the following procedures will be observed:

a) The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of EMPLOYEES. The label shall contain only an identification number and date, and shall be initialed by EMPLOYEES;

b) The identification number will be entered into a ledger, which will then be signed by EMPLOYEES and the person at the collection site;

c) A chain of custody form will be completed by the person at the collection site and initialed by EMPLOYEES

d) The chain of custody form and the specimen should be immediately shipped to the laboratory; and

e) Appropriate security measures will be taken at the collection site.

4) Initial testing of urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

5) Reports shall be made in writing and sent to the single person designated by MILL CREEK METROPARKS. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the confirmatory test shall be reported as positive. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to EMPLOYEES and MILL CREEK METROPARKS.

6) Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least 365 days or longer if requested by employer or EMPLOYEES depending on the laboratory's availability to accommodate these storage periods.

7) All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

#### V. ROLE OF THE SUPERVISOR

MILL CREEK METROPARKS will take responsibility for training its supervisors in terms of their responsibilities for supporting this policy. Supervisors will be trained about the impact of alcohol and drugs on the workplace; their responsibilities in relationship to the policy; how to recognize, document and confront a possible substance abuse problem; and how to initiate reasonable suspicion testing.

a) All supervisors will receive at least four hours of initial skill-building and information-sharing training concerning the Policy. Thereafter, two hours of additional training as a refresher will be received each subsequent year.

b) At least the following topics will be considered and treated during supervisory training:

- Recognition of possible alcohol or drug problems
- Documentation of behaviors that demonstrate an alcohol or drug problem
- Initiation of reasonable suspicion and post accident testing
- Approach to employees with possible alcohol or drug problems from observed behaviors
- Referral techniques for assessment or assistance
- Follow up techniques for returning employees
- Handling of supervisory responsibilities in general and consistent with applicable collective bargaining agreements.

## VI. EMPLOYEE EDUCATION

Mill Creek MetroParks will educate all employees about its commitment to providing a safe workplace and to ensure that all employees understand the provisions and expectations of them as provided by this policy.

- a. All employees will receive at least two hours annually of training.
- b. At least the following topics will be covered about the basics of alcohol and other drugs, including:

- \*Major problems represented by substance abuse in the workplace
- \*What constitutes substance abuse and misuse as defined here.
- \*Disease model for alcohol and other drugs.
- \*Signs and symptoms of substance abuse.
- \*Effects of commonly used drugs in the workplace.
- \*Assistance available to employees and family members that have a substance abuse problem.
- \*A shared list of helping resources in the community that employees and their families can turn to.

## VII. REBUTTABLE PRESUMPTION

a) The results of any test administered under this Policy, or the employee's refusal to submit to any test under this Policy may affect the employee's eligibility for workers compensation and benefits pursuant to § 4123.54 of the Ohio Revised Code.

b) Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

c) The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

## VIII. CONFIDENTIALITY

a) All parties to this policy and program have only the interests of employees in mind. Therefore, we encourage any EMPLOYEES with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An EMPLOYEES assistance program will provide guidance and direction for you during your recovery period. MILL CREEK METROPARKS will also take action to assure that your illness is handled in a confidential manner.

b) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know" within MILL CREEK METROPARKS.

c) No test results will be disclosed to persons outside the MILL CREEK METROPARKS or the UNION except in response to subpoena.

d) The persons with a "need to know" are designated as follows: MILL CREEK METROPARKS' Executive Director, Administrative Services Director, and the Department Director.

#### IX. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

1) Rules. All EMPLOYEES must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. EMPLOYEES shall not:

- a) Use, possess, dispense or receive prohibited substances on or at the job site;  
or
- b) Report to work while under the influence of a prohibited substance.

2) Discipline. When MILL CREEK METROPARKS has just cause to believe EMPLOYEES are under the influence of a prohibited substance, for reasons of safety, the Department Director will call the EMPLOYEE in and inform him/her that if his/her actions continue, he/she will be tested. EMPLOYEES may be suspended until test results are available. If no test results are received after three (3) working days, EMPLOYEES, if available, shall be returned to work with back pay. If the test results prove negative, EMPLOYEES shall be reinstated with back pay. In other cases:

a) Applicants testing positive for drug use will be suspended from consideration for a period of two months, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.

b) EMPLOYEES will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.

c) EMPLOYEES found in possession of drugs will be subject to discipline as provided by subsection e) of this section.

d) EMPLOYEES found to be under the influence of a prohibited substance, including alcohol, while on duty shall be subject to discipline as provided by subsection e) of this section.

e) The following stages of discipline shall be imposed:

- 1) On the first violation of this policy, EMPLOYEES shall be suspended for up to six weeks without pay and shall be required to complete a rehabilitation program as a condition of further employment.
- 2) On the second violation of this policy, EMPLOYEES shall be terminated.

f) EMPLOYEES who interfere with or attempt to interfere with the accuracy of any test administered under this policy shall be discharged.

3) Prescription Drugs. EMPLOYEES using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all EMPLOYEES, MILL CREEK METROPARKS will consult with you and your physician to determine if a re-assignment of duties is necessary. MILL CREEK METROPARKS will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4) Sale and Distribution. Any sale and/or distribution of a prohibited substance on MILL CREEK METROPARKS property is grounds for immediate termination.

5) All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

#### X. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

EMPLOYEES are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an EMPLOYEE voluntarily notifies supervision that he or she may have a substance abuse problem, MILL CREEK METROPARKS will assist in locating suitable EMPLOYEES assistance program for treatment, and will counsel EMPLOYEES regarding medical benefits available under MILL CREEK METROPARKS' health insurance program.

If treatment necessitates time away from work, MILL CREEK METROPARKS shall provide for EMPLOYEES an unpaid leave of absence and/or permit EMPLOYEES to use accrued sick leave for purposes of participation in an agreed upon treatment program. EMPLOYEES who successfully complete a rehabilitation program shall be reinstated to their former employment status, if work for which they are qualified exists.

EMPLOYEES returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

XI. NOTIFICATION

This policy will go into effect one month after its announcement to current employees. All applicants will be informed of the policy. All employees will be required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment which form is marked as Exhibit C, attached hereto and made part of this AGREEMENT.

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

AND

BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK  
DISTRICT

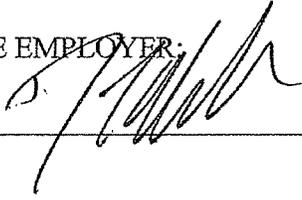
The purpose of this Memorandum is to confirm the parties' understandings reached during negotiations for the January 1, 2010 collective bargaining agreement concerning a Joint Health Care Committee ("the Committee").

The Union and the Employer agree that a Committee will be formed to make recommendations to the Employer concerning the health insurance programs to be provided by the Employer to the Union. The Committee will consist of representatives of the Employer, two (2) representatives of the Union, and two (2) representatives of AFSCME, Local 288. The Committee will meet at such times as are mutually agreed for the purpose of soliciting bids and proposals for health care insurance coverage, obtaining information concerning available health care insurance options, including the existing insurance programs, and other matters related to the provision of health insurance coverage for employees of the Employer.

The Committee will make recommendations to the Employer concerning all aspects of the health insurance program, including change of features, deductibles, out-of-pocket expenses, premium contributions, coverages, and other benefits. Should the Employer agree to institute the recommendations of the Committee, such changes will be implemented with respect to the Union and other covered employees.

Should the parties fail to reach agreement on a health insurance program by August 1, 2010, the program of medical and dental insurance benefits previously presented to the Union as "Option B" will be implemented by the Employer effective August 1, 2010.

FOR THE EMPLOYER:

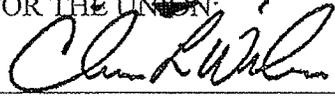


---

DATE:

---

FOR THE UNION:



---

DATE:

---

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

Fraternal Order of Police,  
Ohio Labor Council, Inc.,  
Employee Organization,

}  
} Case No(s): 12-MED-08-0735  
} Police Officers  
}

and,

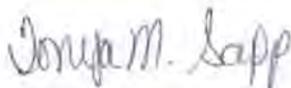
Mill Creek Metropolitan Park District,  
Employer.

}  
}  
}  
}  
}  
}

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,



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

cc: Clarke Johnson, [Clarke@millcreekmetroparks.org](mailto:Clarke@millcreekmetroparks.org)