



# AGREEMENT

13-MED-11-1518

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05/30/2014

# BETWEEN THE

**Columbus and Franklin County Metropolitan Park District**



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



**FULL-TIME PARK RANGERS**

**Case No. 2013-MED-11-1518**

**EFFECTIVE 02-01-2014 UNTIL 01-31-2017**

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**ARTICLE 1**  
**AGREEMENT**

**Section 1.1.** This Agreement, entered into by the Columbus and Franklin County Metropolitan Park District, hereinafter referred to as the "Metro Parks" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" or "FOP/OLC," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 1.2.** Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Following such declaration of invalidity, the parties shall meet at mutually agreeable times in an attempt to modify such provision to comply with the applicable law.

**Section 1.3.** Employee organizations and labor unions are covered by the Americans with Disabilities Act (ADA) and have the same obligation as the Metro Parks to comply with ADA requirements. The Metro Parks is prohibited from taking any action through the collective bargaining agreement that it may not take by itself under the ADA. Accordingly, the Metro Parks and the FOP/OLC agree that the Metro Parks may take action necessary to comply with the provisions of the ADA.

**Section 1.4.** In accordance with the provision of O.R.C. Section 4117.10(A), all provisions of this Agreement are intended to supersede and/or prevail over conflicting provisions of the Ohio Revised Code.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Metro Parks recognizes the Fraternal Order of Police, Ohio Labor Council as the exclusive representative of all employees certified by the State Employment Relations Board order of March 3, 2011, in Case No. 2010-REP-07-0124. All Full-time Park Rangers and excluding all other employees.

**ARTICLE 3**  
**DUES DEDUCTION/FAIR SHARE FEES**

**Section 3.1.** The Metro Parks agrees to deduct FOP/OLC membership dues, initiation fees and assessments in accordance with this Article for all employees eligible for the bargaining unit. The FOP/OLC shall notify the Metro Parks of the amount of its dues as is necessary to

be accurate. One month's advance notice must be given to the Metro Parks prior to making any changes in the amount of dues deducted.

**Section 3.2.** The Metro Parks agrees to deduct regular FOP/OLC membership dues, initiation fees or assessments twice each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Metro Parks by the employee. Upon receipt of the proper authorization, the Metro Parks will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Metro Parks. Written notice of the dues deduction revocation shall be served upon the Metro Parks and the FOP/OLC by the employee to make the revocation effective. Metro Parks agrees to send written notice of revocation to Attn: Executive Director, 222 East Town Street, Columbus, Ohio 43215-4611.

**Section 3.3.** For the duration of this Agreement, the Metro Parks agrees to remit the dues deducted from eligible bargaining unit employee's pay in accordance with this Article, once each month to the FOP/OLC Inc., Attn: Executive Director, 222 East Town Street, Columbus, Ohio 43215-4611.

**Section 3.4.** The parties agree that the Metro Parks assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues, initiation fees or assessments. The FOP/OLC hereby agrees that it will indemnify and hold the Metro Parks harmless from any claims, actions or proceedings by any employee arising from deductions made by the Metro Parks pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

**Section 3.5.** The Metro Parks shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the employee from the FOP/OLC in accordance with the provisions herein; or (6) any other separation from the Metro Parks' payroll.

**Section 3.6.** The Metro Parks shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

**Section 3.7.** The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Metro Parks for errors in the processing of deductions, unless a claim of error is made to the Metro Parks in writing within thirty (30) days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deductions would normally be made by deducting the proper amount.

**Section 3.8.** As a condition of employment, sixty (60) days following the beginning of employment or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this labor agreement, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible, annually or as necessary to be accurate, for certifying to the Metro Parks the amount of the fair share fee. One month's advance notice must be given to the Metro Parks prior to making any changes in the fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Metro Parks shall implement the fair share deductions subject to the provisions of this Section. The FOP/OLC agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

Public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09 (C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

The FOP/OLC shall hold the Metro Parks harmless from any liability arising out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

#### **ARTICLE 4** **BULLETIN BOARD/MAIL SYSTEM**

**Section 4.1.** Metro Parks agrees to provide space on an electronic bulletin board for use by the FOP/OLC. Metro Parks reserves the right to limit the size and location of such bulletin boards.

**Section 4.2.** All FOP/OLC notices of any kind posted on the electronic bulletin board shall be signed, dated and posted by a designated local FOP/OLC representative. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Metro Parks' approval:

- A. FOP/OLC recreational and social affairs;
- B. Notice of FOP/OLC meetings;
- C. FOP/OLC appointments;

- D. Notice of FOP/OLC elections;
- E. Results of FOP/OLC elections;
- F. Reports of non-political standing committees and independent non-political arms of the FOP/OLC; and
- G. Non-political publications, rulings or policies of the FOP/OLC.

It is also understood that no material may be posted on the bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Metro Parks or any other governmental units or officials;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office or political issue

Any person violating these prohibitions shall be subject to loss of access to posting materials on the electronic bulletin board and shall also be subject to disciplinary action.

**Section 4.3.** No FOP/OLC related materials of any kind may be posted anywhere in the Metro Parks' facilities or on the Metro Parks' equipment except on the electronic bulletin boards designated for use by the FOP/OLC.

**Section 4.4.** Upon the request of the Metro Parks or designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article. If the FOP/OLC fails to remove the materials, the Metro Parks shall have the right to remove the material.

**Section 4.5.** The FOP/OLC shall be permitted to utilize, at no cost or loss of time to the Metro Parks, the Metro Parks' interoffice Mail System for the purpose of providing information pertaining to bargaining unit members. The FOP/OLC agrees that the use of the interoffice mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. All interoffice "mail" placed into the system by the FOP/OLC shall be delivered to the bargaining unit members in the normal course of business. Such mail shall be the property of the bargaining unit members to whom it is addressed and shall not be subject to review by the Metro Parks. This Section shall have no application to the Metro Parks' email system or policies.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 5.1.** The Labor Council recognizes and accepts the right and authority of the Metro Parks to determine matters of inherent managerial policy, which include but are not limited to areas of discretion of policy such as:

- A. To determine the functions and programs of the Department;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Department's operations;
- E. To determine the Department's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Department's operation;
- H. To determine the overall methods, process, means or personnel by which the Department's operations are to be conducted;
- I. To suspend, discipline, demote or discharge employees for just cause, or to lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Metro Parks as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the ~~Public~~ Metro Parks as a governmental unit.

**Section 5.2.** The Labor Council recognizes and accepts that all rights and responsibilities of the Metro Parks not specifically modified by this Agreement shall remain the exclusive function of the Metro Parks.

**ARTICLE 6**  
**NONDISCRIMINATION**

**Section 6.1.** Both the Metro Parks and the FOP/OLC agree not to restrain or coerce any employee because of FOP/OLC membership or refusal to join the FOP/OLC or because of any protected employee activity under Section 4117.

**ARTICLE 7**  
**UNION REPRESENTATION**

**Section 7.1.** A representative of the FOP/OLC shall be admitted to the Metro Parks' facilities for the purpose of attending scheduled union meetings or hearings. Upon arrival, FOP/OLC representatives shall identify themselves to the Metro Parks.

**Section 7.2.** The FOP/OLC shall submit in writing the names of the employees who will act as representatives for processing grievances as outlined in the Grievance Procedure.

**Section 7.3.** The FOP/OLC shall provide to the Metro Parks the names, office held, business address and telephone numbers of the employee FOP/OLC grievance representative and the Staff Representative. This list shall be kept current at all times. No employee shall be recognized by the Metro Parks as a representative of the FOP/OLC until the FOP/OLC has presented the Metro Parks with written certification of that person's appointment.

**Section 7.4.** The investigation and writing of grievances shall normally be accomplished during non-work time (i.e., before or after work) so as not to interrupt the normal work duties of employees. If grievance hearings are scheduled during an employee's regular work hours, the grievant and the employee representative shall be released from duty with pay for purposes of attending the hearing.

**Section 7.5.** The FOP/OLC agrees that no representative of the FOP/OLC, either employee or non-employee of the Metro Parks, shall interfere with, interrupt, or disrupt the normal work duties of employees. Further the FOP/OLC agrees not to conduct meetings (bargaining unit, local, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Metro Parks.

**Section 7.6.** Two employee FOP/OLC representatives shall be granted up to eight (8) hours of time off per contract year without pay to attend FOP/OLC conferences or conventions, provided that the two employee FOP/OLC representatives are not scheduled to work at the same park/work unit. The employee shall submit a request for such leave to the Metro Parks at least one (1) week prior to the schedule being posted for the time period in which the leave would occur. The Metro Parks reserves the right to deny such leave based upon the operational needs of the park, and as subject to the "No Time Off" provision listed in Article 36 - Miscellaneous.

**Section 7.7.** One employee FOP/OLC representative shall be permitted to attend the Board of Park Commissioners meeting when matters relating to the FOP/OLC are scheduled on the

agenda. The employee FOP/OLC representative will be considered on duty and thus paid during this time; however, while on duty, the FOP/OLC representative is required to respond to calls and report back to the park as operational necessity dictates. In addition, time spent attending a Board of Park Commissioners meeting cannot place the employee FOP/OLC representative into an overtime status. The employee FOP/OLC representative may choose to leave the meeting, if staying would place him/her in an overtime status. Should the employee FOP/OLC representative choose to stay past the point of regular paid time, he/she will not be compensated for the additional time spent at the meeting.

## **ARTICLE 8**

### **NO STRIKE/NO LOCKOUT**

**Section 8.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the Metro Parks and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens the parties serve. Therefore during the length of this agreement;

The Labor Council agrees that neither it, its officers, agents, representatives or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the Metro Parks notifies the Labor Council by telephone, verified by certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Labor Council shall notify striking employees that they are required to return to work and if they refuse, then they become subject to the provisions of Section 4117.23 of the Ohio Revised Code.

**Section 8.2.** The Metro Parks agrees that neither its officers, agents or representatives individually or collectively will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Section 9.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP/OLC that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. A member of the bargaining unit shall not refuse to do work based on the intention to file a grievance. Where the alleged grievance involves a suspension, demotion or discharge of a non-probationary employee, only the employee being disciplined shall have the right to file a grievance.

Where the alleged grievance involves a suspension, demotion or discharge of a non-probationary employee or the interpretation or application of this Agreement, the grievance procedure within this Agreement must be followed and completed prior to the bargaining unit member attempting other processes or remedies. Appeal shall be by the remedies specified in

these Grievance Procedure provisions only. Grievances involving a verbal or written reprimand may be appealed to Steps 1 and 2 of the grievance procedure only.

**Section 9.2.** All grievances must be processed at the proper step in order to be considered at the subsequent steps unless a step has been mutually waived.

Any bargaining unit member or the FOP/OLC employee 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 which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by the Metro Parks 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 upon mutual consent of the parties; which extension shall be in writing.

**Section 9.3.** It is the mutual desire of the Metro Parks and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Metro Parks and the FOP/OLC to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Informal Step:** Employees are encouraged to discuss and attempt to resolve any alleged grievance with their Park Manager or Assistant Park Manager if the Park Manager is not available prior to submitting a written grievance to Step 1. The bargaining unit member must notify the Park Manager or Assistant Park Manager that he/she is discussing an alleged grievance.

**Step 1:** In order for a grievance to receive consideration under this procedure the grievant, with the local FOP/OLC representative, if the former desires, must present the written grievance and the desired remedy to resolve the grievance to the employee's Park Manager or Assistant Park Manager if the Park Manager is not available within seven (7) calendar days of the occurrence of the incident or knowledge of the occurrence that gave rise to the grievance, not to exceed thirty (30) calendar days. The Park Manager or Assistant Park Manager if the Park Manager is not available shall investigate and respond in writing to the grievance within seven (7) calendar days following receipt of the grievance. However, such discussion must take place within the stipulated time limits above.

**Step 2:** If the grievance is not resolved at Step 1, the employee shall have seven (7) calendar days following the Park Manager / Assistant Park Manager's written response to present the grievance to the Deputy Director/designee. The grievance shall be clearly labeled as a Step 2 grievance and shall include an explanation as to why the decision

made in Step 1 was not acceptable. The Deputy Director/designee shall schedule a meeting to review the grievance with the grievant and the grievant's FOP/OLC representative, if a representative is requested. The Deputy Director/designee shall respond in writing to the grievant within seven (7) calendar days following the meeting.

**Step 3:**

If the grievance is not resolved at Step 2, the employee shall have seven (7) calendar days following the Deputy Director/designee's written response to present the grievance to the Executive Director/designee. The grievance shall be clearly labeled as a Step 3 grievance and shall include an explanation as to why the decision made in Step 2 was not acceptable. The Executive Director/designee shall schedule a meeting to review the grievance with the grievant and the grievant's FOP/OLC representative, if a representative is requested. The Executive Director/designee shall respond in writing to the grievant within seven (7) calendar days following the meeting.

**Step 4:**

**Arbitration.** If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon notification of the FOP/OLC in accordance with this Section of this Article.

- A. The FOP/OLC based upon the facts presented, has the right to decide whether to arbitrate any grievance not otherwise resolved or withdrawn. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 3 in the grievance procedure, the FOP/OLC shall notify the Metro Parks in writing of its intent to proceed to arbitration.
- B. Representatives of the FOP/OLC and the Metro Parks shall, within ten (10) calendar days after notification of a request to arbitrate, begin the selection procedures outlined below.
- C. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration.
- D. The Federal Mediation and Conciliation Services (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS another list of nine (9) arbitrators. The Arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement for specific articles in this Agreement. The Arbitrator may not modify or amend the Agreement.
- E. 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- F. The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. The decision of the arbitrator shall be final and binding on the FOP/OLC, the Metro Parks and the grievant(s). The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching the determination.

The arbitrator shall be limited to the interpretation and application of this Agreement.

- G. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne equally by the parties. The expense of any witnesses, if any, shall be borne by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter or request a copy of any transcripts.

**Section 9.4.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Grievied employee's name and signature.
- B. Date grievance was filed.
- C. Date and time grievance occurred.
- D. The location where the grievance occurred.
- E. A description of the incident(s) giving rise to the grievance.
- F. Specific Articles and Sections of the agreement alleged to have been violated.

G. Desired remedy to resolve the grievance.

**Section 9.5.** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the FOP/OLC to process the grievance. However, all employees desiring to be included in the grievance shall sign the grievance form no later than Step 2.

## **ARTICLE 10** **PROBATIONARY PERIOD**

**Section 10.1.** All newly hired bargaining unit members will be required to successfully complete a probationary period. The probationary period shall begin the date the employee is appointed to the position of a Park Ranger and shall last twelve (12) months from the date the bargaining unit member is certified/or sworn in as a commissioned park ranger. Newly appointed probationary employees may be terminated, suspended or otherwise disciplined any time during their probationary period and shall have no appeal over such discipline through the grievance procedure contained herein.

## **ARTICLE 11** **REDUCTION IN FORCE AND RECALL**

**Section 11.1 Reductions in Force.** If a reduction in force involving bargaining unit members is necessary, Metro Parks will consider a number of factors when making the determination as to who will be laid off. Metro Parks shall not use a bargaining unit member's seniority or length of service as the only factor to determine what layoffs will occur. The specific business needs of Metro Parks will control what layoffs need to occur. Metro Parks may also consider the following factors:

- Bargaining unit members evaluation rankings;
- Length of service;
- Non-FMLA approved attendance and absences;

Recalled employees shall not serve a probationary period upon reinstatement except that employees still serving their probationary period at the time of layoff, shall be required to finish such probationary period.

**Section 11.2.** Notice of recall shall be sent to the employee, by certified mail with a copy to the Labor Council. The Metro Parks shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

**Section 11.3.** An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Metro Parks recalls persons off the recall list, they

shall be recalled but not necessarily to the shift or park they were working when laid off. Vacancies shall not be filled until all employees eligible for recall have been offered recall.

The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Metro Parks in writing of the employee's intention to return to work. The employee shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty. The Metro Parks may specify a later date for returning to work in the recall notice or the parties may mutually agree to an earlier date for returning to work.

## **ARTICLE 12**

### **LABOR/MANAGEMENT MEETINGS**

**Section 12.1.** In the interest of sound labor/management relations, not less than once each quarter the Metro Parks and/or designee and not more than two (2) Bargaining unit members and one (1) representative of the FOP/OLC shall meet to discuss those topics as outlined below. Co-chairs, one from Metro Parks and one representative from the bargaining unit, shall be established at the first meeting.

**Section 12.2.** The co-chairs shall develop the agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The FOP/OLC shall provide the names of their representatives who will be attending. The purpose of such meeting may be to:

- A. Discuss the administration of this Agreement;
- B. Notify the FOP/OLC of changes made by the Metro Parks which affect bargaining unit members (i.e., policies, procedures, etc.);
- C. Discuss grievances, other than those that relate to a bargaining unit member's discipline, which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and/or
- F. To consider and discuss health and safety matters relating to bargaining unit employees.

**Section 12.3.** FOP/OLC employee representatives attending Labor/Management Meetings shall not suffer a loss in regular pay for hours spent in such meetings if held during the employee's regularly scheduled hours of work. However, under no circumstances shall an employee's attendance at a Labor/Management meeting result in overtime.

**ARTICLE 13**  
**INTERNAL INVESTIGATIONS**

**Section 13.1.** The purpose of this procedure is to outline the process to be followed in the handling of internal investigations dealing with complaints or misconduct by bargaining unit employees.

**Section 13.2.** Internal investigations shall normally follow the below format:

- A. When the Metro Parks determines that a formal investigation of complaints or misconduct of a bargaining unit member is necessary, employees shall be notified in writing at the beginning of a formal internal investigation unless such notification would jeopardize such investigation.
- B. Employees will be paid for the time during which they are being interviewed as part of a formal internal investigation. The interviews will be held at a location designated by the Metro Parks. An employee will be permitted to have a FOP/OLC representative present during an interview, should the employee feel such interview could lead to discipline.
- C. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.
- D. When the Metro Parks orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the Metro Parks in taking action and in defending such action with respect to discipline or discharge of the employee. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.
- E. An employee may be required, at Metro Parks' expense, to undergo alcohol and/or substance abuse testing in accordance with this Agreement, and/or a fitness for duty evaluation, which may include both physical and mental fitness.
- F. All interviews will be conducted in a professional manner.
- G. An employee, who has been under investigation, will be informed of the outcome of the case within seven days following the conclusion of the investigation
- H. Nothing in the Article shall limit or be construed as limiting the Metro Parks from initiating or participating in a criminal or other investigation being conducted by another agency.

**ARTICLE 14**  
**DISCIPLINE**

**Section 14.1.** The purpose of this Article is to outline the normal disciplinary procedure.

- A. No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. The Metro Parks agrees to begin the disciplinary process within ten (10) calendar days of receipt of knowledge of any act requiring discipline or within ten (10) calendar days of the conclusion of an investigation that results in discipline. The time limits for commencing discipline shall be extended in cases of pre-approved vacation and leave days. Documented warnings and reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.
- B. The principles of progressive disciplinary action normally shall be followed with respect to minor offenses. It shall be corrective in nature, and applied in a uniform manner. Normal progressive discipline shall consist of, but not be limited to, a documented verbal warning (letter of counseling), written warning, unpaid suspension, and discharge. A coaching session/form will be considered pre-disciplinary in nature, and will not be subject to the grievance procedure.
- C. The Metro Parks may take disciplinary action deemed necessary by the circumstances on a case-by-case basis.
- D. The Metro Parks agrees not to suspend without pay, demote or discharge an employee without first conducting a hearing. The hearing will be held among the Metro Parks, the employee, and a Labor Council representative if the employee so desires. A copy of the charges will be sent to the employee not less than three (3) working days prior to the date of the hearing.
- E. In cases where a suspension of ten (10) days or less has been imposed on a bargaining unit member, the Metro Parks may offer the member the option to forfeit accrued compensatory time or vacation leave. If such an offer is made and accepted, the forfeiture shall be one (1) hour of accrued compensatory time or vacation leave, for each hour of proposed suspension. The forfeiture of leave shall constitute disciplinary action of record the same as though the suspension had been served and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges, and once accepted by the bargaining unit member, forfeiture of accrued leave is not subject to further appeal through the grievance procedure or otherwise.
- F. The Labor Council recognizes that the Metro Parks may take disciplinary action for actions that have a negative impact on Metro Parks that occur while the employee is off-duty.

**ARTICLE 15**  
**PERSONNEL FILES**

**Section 15.1.** There shall be only one official personnel file per employee maintained by the Metro Parks.

The official personnel file of each bargaining unit member will be maintained by Metro Parks. Job related information regarding each bargaining unit member, except medical information, will be retained in the official personnel file.

A bargaining unit member will be permitted to inspect or copy (at the members' own cost) their personnel file during normal business hours, Monday through Friday, upon three (3) days written notice. Bargaining unit members will be given access to their files only in the presence of a Human Resources Department or Payroll Representative. Bargaining unit members are not permitted to remove any personnel files from Metro Parks.

If a bargaining unit member disputes any information contained in the members' file, they have a right to submit in writing a statement describing the member's account of the events. The statement will be kept with the disputed material.

Except as required by Ohio Open Records Act or pursuant to valid legal process, a bargaining unit member's personnel file shall not be made available to any person or organization other than the Metro Parks or its designated representatives.

**Section 15.2.** Records of verbal counseling and written warnings shall cease to have force and effect or to be considered in future discipline matters and may be removed from a bargaining unit member's personnel file eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Bargaining unit members will be notified when verbal and/or written warnings are removed from their file. Records of suspension shall remain in the bargaining unit member's personnel file but will cease to have further force and effect or be considered in future discipline matters five (5) years from the effective date of the suspension.

Records of commendations shall be placed in the personnel file for the duration of employment

**Section 15.3.** A Supervisor may retain private written notes to document an oral reprimand, but such notes shall not be placed in an employee's personnel file or other official records of the Metro Parks.

**Section 15.4.** In any case in which an action of record is disaffirmed through the Grievance Procedure, the employee's personnel file shall clearly reflect such disaffirmance.

**ARTICLE 16**  
**WORK RULES AND REGULATIONS**

**Section 16.1.** Management shall have the right to establish, change and/or modify any work rule necessary to the efficient operation of the Metro Parks. This shall include, but is not limited to the Metro Parks Ranger Manual, and any other existing work rule or practice.

**Section 16.2. Existing Work Rules and Regulations** Metro Parks agrees to supply each bargaining unit member with a copy of the work rules and regulations applicable to employees within the bargaining unit.

**Section 16.3 New Work Rules and Regulations** To the extent possible, new rules and regulations (other than those of an emergency nature and other than safety rules) shall be provided to the employee representative for the FOP, OLC in written form seven (7) calendar days before their effective date. However, Metro Parks reserves the right to determine what those rules and regulations shall be.

**Section 16.4. Changes in Work Rules and Regulations** Nothing in this Agreement shall be construed in any manner as a limitation on Metro Parks' rights to alter, amend, or change its work rules or regulations, policies, procedures and directives.

**ARTICLE 17**  
**SAFETY**

**Section 17.1.** Metro Parks agrees to maintain in safe working conditions all facilities, vehicles and equipment furnished by the Metro Parks to carry out the duties of each bargaining unit position but reserves the right to determine what those facilities, vehicles, and equipment shall be. The safety standards to be met and the mechanism for enforcing such safety standards will be in accordance with the Employment Risk Reduction Act. The Labor Council agrees to work cooperatively in maintaining safety in the Agency.

**Section 17.2.** The Metro Parks agrees to discuss safety conditions and practices with the employees and the Labor Council. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for facilities, vehicles, supplies and equipment provided by the Metro Parks.

**Section 17.3.** All rules or regulations relating to safety standards and safe practices shall be verbally communicated to each affected employee by the Metro Parks.

**ARTICLE 18**  
**WAIVER IN CASE OF EMERGENCY**

**Section 18.1.** In cases of emergency, declared by the President of the United States, the Governor of the State of Ohio, the County Sheriffs, the Mayor or chief administrative officer of any county, city, village, township that encompasses the Columbus and Franklin County

Metropolitan Park District or any other appropriate governmental official, the following conditions of this Agreement may be temporarily suspended by the Metro Parks:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

**Section 18.2.** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

**Section 19.1.** This Article is intended to define the hours of a workday, hours of a workweek, and to define the basis for the calculation of overtime.

**Section 19.2.** The normal work day shall consist of eight (8) hours of paid time. All employees are entitled to a rest period of fifteen (15) minutes each half of their shift, provided they have worked at least one (1) hour of that half shift.

The normal work workweek shall consist of forty (40) hours. The weekly work period is computed from Monday 12:01 a.m. to midnight Sunday.

**Section 19.3.** Schedules shall be posted at each work location a minimum of two (2) weeks in advance. After a schedule has been posted, it will remain in effect for the duration of the time period, except that approved time off for a Bargaining Unit Member and operational needs of the Employer may require a change.

**Section 19.4.** Once the schedule has been posted, Bargaining Unit Members may start work earlier or later than their normally scheduled starting times with the approval of or at the request of their supervisor. The flexed daily starting/ending time will be for a predetermined length of time and the Employer reserves the right to rescind flextime.

**Section 19.5.** At times employees may be required to work overtime, which is more than forty (40) hours in a work week. Overtime shall be paid at the rate one and one half (1½) times the Bargaining Unit Members' regular rate of pay for all hours worked in excess of forty (40) hours in a work week. For the purpose of calculating overtime, only time actually worked shall be counted for overtime purposes.

Overtime must be authorized by Bargaining Unit Members' supervisor before it is worked either by a policy or contact with the supervisor. There shall be no pyramiding of overtime.

**Section 19.6.** At the Bargaining Unit Members' option, overtime worked may be converted

to compensatory time. Compensatory time will be earned at a rate of one and one half (1 ½) hours for each hour of overtime worked. Bargaining Unit Members may accrue up to one hundred and twenty (120) hours of compensatory time which equates to eighty (80) hours of actual overtime worked.

The Employer may require a reasonable advance notice from a Bargaining Unit Member when the Bargaining Unit Member is going to choose compensatory time in lieu of overtime pay.

The Bargaining Unit Member must submit his/her request to use compensatory time in writing at least one (1) week in advance of the schedule being posted; however, a bargaining unit member may request to use compensatory time outside of this notice requirement. If a request to use compensatory time is made outside of this notice period, the member's supervisor, in his/her sole discretion, may grant or deny the request.

The Bargaining Unit Member may use a maximum of sixteen (16) hours of compensatory time off per month for weekend shifts.

Metro Parks has the right to grant or deny the request to use any compensatory time due to emergencies, operational needs, and subject to the "No Time Off" provision listed in Article 36 – Miscellaneous.

Bargaining Unit Members who accumulate in excess of one hundred and twenty (120) hours of compensatory time will be paid for the excess hours.

A Bargaining Unit Member who is separated from employment by discharge, resignation, retirement or layoff and who has accumulated unused compensatory time, will be paid at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the Bargaining Unit Member whichever is the higher.

## **ARTICLE 20**

### **COMPENSATION/WAGES**

**Section 20.1.** The pay range for Bargaining Unit Members shall be \$16.18/hour (minimum) - \$24.30/hour (maximum) for the duration of this Agreement.

After ratification of this Agreement and to be paid on the May 30, 2014 pay date, each bargaining unit member will receive a general increase of 2.2% and a one-time \$200 lump sum payment in recognition of the Park Rangers' contribution in achieving the strategic goal of "clean, safe, parks" as established in the Outstanding Merit Recognition program.

During the following two years of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for either a General Wage Increase or a Merit Increase, whichever is greater, as described in the Sections below. The amount of the increase will be disbursed on the second pay check of March of each year.

Bargaining Unit Members who reach the maximum wage rate in their pay grade shall not

have their pay rates increased but shall instead receive a lump sum payment equal to either the General Wage Increase or the Merit Increase that they would have otherwise been eligible for if they were not already at the top of their pay grade.

**Section 20.2. General Wage Increase.** During the second and third year of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for a general wage increase of one percent (1.25%) during each year of this Agreement, to be effective the first full pay period of March of each year.

**Section 20.3. Merit Increase.** During the second and third year of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for a merit increase. For the term of this Agreement, merit increases will be awarded to Bargaining Unit Members on the same performance scale and the same percentage amounts as they are awarded to full-time non-bargaining unit Metro Parks' employees. For 2015 and 2016, the merit increase amount will be the same amount as awarded to non-bargaining unit employees.

The qualifications for and the amounts awarded as part of the merit program will be determined by Metro Parks and are not subject to the grievance procedure.

**Section 20.4. Outstanding Lump Sum Merit Program.** Upon ratification of this Agreement, Bargaining Unit Members are eligible for performance bonuses awarded as part of the Outstanding Lump Sum Merit Program. The qualifications for and the amounts awarded as part of this program will be determined by Metro Parks' management and are not subject to the grievance procedure.

## **ARTICLE 21** **HOLIDAYS**

**Section 21.1** The following holidays shall be recognized by Metro Parks as holidays for Bargaining Unit Members:

New Years' Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 21.2 Holiday Pay.** If the Bargaining Unit Member is scheduled off on the Holiday, he/she will receive eight (8) hours of banked holiday time. Bargaining Unit Members required to work a holiday shall be paid at one and one half (1½) times their regular rate of pay for all hours worked on that Holiday and will receive eight (8) hours of banked holiday time.

**Section 21.3. Use of Banked Holiday Time.** Bargaining Unit Members shall request to use Banked Holiday Time at least one (1) week in advance of the schedule being posted. Metro Parks has the right to grant or deny the request to use banked holiday time due to emergencies, operational needs, and subject to the “No Time Off” provision listed in Article 36 - Miscellaneous.

Banked Holiday Time must be used during the calendar year in which it is accrued with the exception that Banked Holiday Time earned as a result of Veteran’s Day, Thanksgiving and Christmas holidays must be used March 31<sup>st</sup> of the following calendar year. It is the bargaining unit member’s responsibility to request use of banked holiday time within the proper time frames. Banked holiday time not used by the established deadlines will not be converted to cash.

In the event a bargaining unit member separates service with Metro Parks, the bargaining unit member will be ineligible to receive any payment for unused banked holiday time.

**ARTICLE 22**  
**PERSONAL LEAVE**

**Section 22.1.** Bargaining Unit Members shall be granted two (2) personal days each year. Bargaining Unit Members may elect to take their personal days in fifteen (15) minute increments anytime during the year with prior approval of their supervisor. While it is preferred that Bargaining Unit Members give at least forty-eight (48) hours notice in electing to use Personal Leave, the Bargaining Unit Member may use Personal Leave with notification to their supervisor at least prior to their shift. However, Metro Parks has the right to grant or deny the request to use Personal Leave due to emergencies, operational needs and subject to the “No Time Off” provision listed in Article 36 - Miscellaneous. Personal days must be used during the calendar year in which they accrue and may not be accumulated from year to year.

New Bargaining Unit Members hired from January 1<sup>st</sup> through June 30<sup>th</sup> shall receive both personal days. New Bargaining Unit Members hired July 1<sup>st</sup> or after shall receive one (1) personal day.

In the event a Bargaining Unit Member separates service with Metro Parks, the Bargaining Unit Member will be ineligible to receive any payment for unused Personal Leave.

**ARTICLE 23**  
**VACATION**

**Section 23.1.** Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours Earned per 40 Hours Worked</b>	<b>Days per Year</b>
<b>0 through 9</b>	<b>1.8462</b>	<b>12</b>
<b>10 through 19</b>	<b>2.7692</b>	<b>18</b>
<b>20 or more</b>	<b>3.6923</b>	<b>24</b>

All vacation pay, in accordance with the above schedule, shall be paid at the employee's regularly scheduled rate of pay.

**Section 23.2.** Vacation accumulates at the completion of each two (2) week payroll cycle, reflecting hours worked and placement in the vacation schedule, beginning with the employee's first payroll period. Any straight time or overtime hours exceeding forty (40) hours in a workweek are not used to compute vacation time.

**Section 23.3.** Length of service with the State of Ohio or in another political subdivision of the state may be counted for determining length of an employee's vacation upon receipt of a written statement from that agency confirming the length of employment. The employees shall supply written verification of complete dates of employment on letterhead from the employee's previous employer. This verification should be sent to payroll.

**Section 23.4.** Vacation leave may be taken in one period, or several periods, with the approval of the employee's supervisor. The following procedure will be used to determine Bargaining Unit Member vacation requests at each park location and based upon each park's operational needs:

- A. Employees shall request vacation at least one (1) week in advance of the schedule being posted. Metro Parks has the right to grant or deny the request to use vacation time due to emergencies, operational needs, and subject to the "No Time Off" provision listed in Article 36 - Miscellaneous.
- B. If two or more Bargaining Unit Members within the same park or work unit request the same period simultaneously, and the supervisor feels the demands of the operation cannot allow two persons to be off at the same time, preference will be given to the bargaining unit member with the greater length of service as a full-time employee with Metro Parks. In the event that two or more employees have equal full-time service with Metro Parks, the length of part-time, internship, or seasonal employment with Metro Parks will be used to determine length of service.
- C. Vacation time may be taken in 15-minute increments.
- D. Vacation scheduling must be approved or denied by the appropriate Park Manager or Assistant Park Manager if the Park Manager is not available.
- E. The vacation request and approval form must be completed for vacation leave.

**Section 23.5.** Employees are encouraged to utilize earned vacation time; however employees may accumulate vacation time up to but not exceeding two (2) years accumulation of the hours listed in Section 23.1 above. Any hours in excess of the accumulation limit shall be lost and the employee shall not receive compensation for the loss.

**Section 23.6.** The payroll advice available biweekly by each employee contains the current status of vacation leave and will constitute official notification of current balance.

**Section 23.7.** Upon separation from employment other than for cause termination, employees are entitled to payment for accrued vacation time up to the two (2) years accumulation limit addressed in Section 23.5. Vacation time will be paid at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the employee whichever is the higher.

**ARTICLE 24**  
**UNIFORMS**

**Section 24.1.** Upon hire, the Metro Parks agrees to provide each member of the bargaining unit with the following uniform items. For new hires seasonal clothing items may be issued at the appropriate time. Specialty bike shorts will be issued to designated personnel only. Equipment items will be issued after Metro Parks' required training and fitting is completed.

Uniform Items		Equipment Items	
Pants – Class A	2		
Pants – Class B	4	Duty Belt*	1
		Belt	1
Shirts – Summer	2	Pepper Spray	1
Shirts – Winter	2	Handcuffs w/case	1
Shirts – Class B	4	Ballistic Vest	1
Choice of one pair of Boots or shoes	1 pair		
Gloves	\$16 annual allowance		
Jacket	1		
Hat – summer	1		
Hat – Winter	1		
Ball Cap	1		
Rain Coat	1		
Badges	3		
Name plates	2		

For Park Rangers appointed to the Greenways Management Unit, the following items will be provided upon appointment: three (3) pairs of bike shorts and one (1) helmet. The Greenways Management Unit Rangers may use the \$140 footwear allowance to cover the cost of one pair of boots and/or shoes each year.

\*Duty Belt – Bargaining unit members will have the option of either a nylon or leather duty belt. The brand/make/model will be determined by Metro Parks. New duty belts under this option will only be provided on an as-needed replacement basis.

**Section 24.2.** Each Park Ranger shall be required to report to work in proper uniform as prescribed by Metro Parks and shall properly maintain and care of uniform and equipment items provided.

**Section 24.3.** Metro Parks shall repair or replace worn or damaged uniform and equipment items on an as needed basis as approved by the Park Manager or Assistant Park Manager. This does not include the cost of alterations after initial issue. Metro Parks reserves the right to determine the timing of ordering replacement uniforms.

**Section 24.4.** All uniform and equipment items issued remain the property of the Metro Parks and shall not be utilized for other than work purposes except as otherwise approved by Metro Parks. Metro Parks may require employees to turn-in worn or damaged uniform items before issuing replacements. All uniform and equipment items issued shall be returned to Metro Parks upon an employee's separation of employment for any reason.

## **ARTICLE 25** **INSURANCE**

**Section 25.1.** Insurance benefits, including Health Insurance, Prescription Coverage, Life Insurance, and Employee Assistance Program benefits, are provided through the Franklin County Consortium. The bargaining unit agrees to accept the Franklin County Consortium insurance benefits as outlined in the Benefits Packet or Benefits Information System during the term of this contract, including the designated payroll deductions for coverage. Bargaining unit members who work at least forty (40) hours per week on a regular basis will eligible for health insurance benefits.

Any substantive changes implemented in the Franklin County Consortium plan will also be applied to bargaining unit members eligible for health insurance benefits. Routine changes in the prescription formulary are not part of the plan design. Should any substantive changes to the Franklin County Consortium plan be implemented during the term of this Contract, the bargaining unit will be given prior notice of the changes.

**Section 25.2.** Insurance for covered employees will be effective on the first day of the month after thirty (30) days of employment or in accordance with the Franklin County Consortium's requirements.

**Section 25.3.** The details on the various insurance programs shall be provided by the Metro Parks on the first day of employment from Payroll or the Human Resources Department. Bargaining Unit Members are encouraged to retain and review the provided information so said employees know how to access this important benefit and understand the limits of all coverages.

**Section 25.4.** Coverage is available for the employee, and the employees' eligible dependants as established by the Franklin County Consortium

**Section 25.5.** After initial enrollment into the healthcare benefits plan, employees only have the opportunity to change benefit elections under two circumstances. Changes may be made during Open Enrollment periods and at the time an employee experiences a life change event, including, but not limited to: marriage, divorce or legal separation, establishing or terminating a domestic partnership, birth, adoption or legal guardianship of a child, loss of other coverage of an eligible dependent, death, etc. Changes must be made within thirty one (31) days of the life change event. Other changes, such as address changes, name changes, etc. must be sent to Payroll or the Human Resources Department immediately.

**Section 25.6.** Supplemental life insurance may be purchased by the employee and paid for through payroll deduction as offered and outlined by the Franklin County Consortium.

**Section 25.7.** Bargaining Unit Members are required to make a monthly contribution for their health care coverage and coverage for a spouse or domestic partner in an amount as established by the Franklin County Consortium.

**Section 25.8.** All Bargaining Unit Member contributions paid by the Bargaining Unit Member will be paid for under IRS Chapter 125 on a pre-tax basis in accordance with the rules set forth by the IRS

## **ARTICLE 26** **SICK LEAVE**

**Section 26.1.** Bargaining unit employees shall accrue 2.3077 hours of sick leave for each forty (40) hours in active pay status with the Metro Parks, excluding overtime hours. Unused sick leave shall be accumulated without limit but in no event shall such accumulation be utilized by the employee other than as herein set forth. Sick leave may be used and shall be charged in minimum units of fifteen (15) minutes.

**Section 26.2.** Sick leave shall be granted for:

- A. Personal illness or injury or pregnancy-related disability causing the employee to be unable to perform the employee's job.
- B. Illness or injury to an employee's spouse, domestic partner, child or parent that requires the employee to be at home or at the hospital with that family member.

- C. Medical, dental, psychological, or optical examinations or treatment of the employee or an employee's spouse or domestic partner, child, or parent, which cannot be scheduled during non-working hours and where the employee's presence is reasonably necessary.

Treatment must be performed by professional medical personnel. Sick leave time taken for medical exams or doctor appointments should include time for the appointment and reasonable travel time to and from the appointment.

- D. Contagious diseases, which could be transmitted to others.

**Section 26.3.** An employee requesting sick leave shall notify the employee's immediate supervisor, or other person designated by the Metro Parks, of the fact and reason for the request, not less than one (1) hour prior to the time the employee was scheduled to report to work. In the event the bargaining unit member becomes sick at work or is contacted about a sick family member while at work, the member shall immediately notify his/her supervisor of the illness and need to leave work and the supervisor will make arrangements to cover the remainder of the shift.

The supervisor is to be kept informed of the employee's date of return to work. Upon return to work, employees must complete a leave form in accordance with established procedures.

**Section 26.4.** A medical release signed by a physician must be submitted by an employee to Human Resources before returning to work from any leave, illness, or injury requiring hospitalization, surgery, or extensive medical treatment.

**Section 26.5.** A certificate from a licensed physician verifying the employee's inability to perform the job may be required to justify the use of sick leave in cases of three (3) or more consecutive workdays or other patterns of absence. When such leave is requested to care for a member of the immediate family, Human Resources may require a physician's statement that the presence of the employee is necessary to care for the ill family member.

**Section 26.6.** Abuse of sick leave or unexcused absences may be cause for disciplinary action, up to and including discharge.

**Section 26.7.** All sick leave accrual and usage is calculated by Payroll, and records are maintained with time cards in the Accounting Office. Sick leave balances are available on each payroll advice.

A current or former bargaining unit member who accepts employment with another public employer within Ohio may opt to transfer, in accordance with law and the other employer's policies, his/her unused, uncashed sick leave balance at the time of separation to the other Ohio public employer. A current bargaining unit member who has ten (10) or more years of continuous full-time employment with Metro Parks and resigns to accept employment with another public employer within Ohio may opt to cash out his/her unused, uncashed sick leave balance at the time of separation in accordance with the

formula listed below and then transfer the remaining balance to the other Ohio public employer. In any case, any transferred sick leave will result in the member's sick leave balance at Metro Parks being reduced to zero. Metro Parks will provide written documentation, upon request of the bargaining unit member, to verify such balance.

An employee with ten (10) or more years of continuous full-time employment with Metro Parks who voluntarily leaves employment, retires or dies shall be paid for one-fourth of the employee's sick leave balance accrued through last date of service up to a maximum of thirty (30) paid days.

## **ARTICLE 27**

### **BEREAVEMENT LEAVE**

**Section 27.1.** Full-time employees may receive up to three (3) consecutive calendar days off (one of which must include the day of the funeral) in the event of a death in the immediate family. The leave is subject to the following guidelines:

- A. When a death occurs in a full-time employee's immediate family, the employee will be eligible to receive a paid bereavement leave of absence up to a maximum of three (3) consecutive working days. Employees will be paid for those days they would normally have been scheduled to work during this period to a maximum of three (3) days for up to eight (8) hours each day at their regular rate of pay. In the event of a death in the immediate family where the funeral and/or interment occurs out of state, a bereavement leave of up to a maximum of five (5) consecutive working days may be granted. Three (3) days of the bereavement are a paid benefit. Accumulated earned time may be used for the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) day of an out-of-state bereavement leave.
- B. Immediate family members for the purpose of bereavement leave is defined as the employee's: spouse, children, domestic partner, brother, sister, mother, father, grandparents, spouse's grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, step-parent, step-sister, step-brother, step-children, and legal guardian or other person who stands in the place of a parent. Bereavement leave may also be used for a domestic partner's children, parents, grandparents and grandchildren.
- C. In the case of a death in the family, the employee's immediate supervisor must be notified regarding the need for bereavement leave and the amount of leave that will be required.
- D. Only normally scheduled work days will be paid.

**ARTICLE 28**  
**WORKER'S COMPENSATION**

**Section 28.1** An Managed Care Organization (MCO) will manage Metro Parks Bureau of Workers' compensation (BWC) and will provide the following major services:

- A. A network of medical providers
- B. A proven system to track injuries and monitor claim information
- C. Routine claims information to speed up payments of medical bills and benefits
- D. Arranging proper return to work for the mutual benefit of Metro Parks and employee.
- E. Ongoing evaluation of provider performance, treatment programs and compliance.
- F. Timely referrals of injured claimants to work hardening, rehabilitation and transitional work programs.
- G. An I.D. card, which will be issued for the bargaining unit member to use in the Workers' Compensation process.

**Section 28.2.** Unless it's a life-threatening emergency, employees must report an injury accident, or illness to their supervisor, Payroll or the Human Resources Department immediately.

**Section 28.3.** The employee and supervisor will complete the proper accident and Worker's Compensation forms, which must be faxed or sent to Payroll or Human Resources.

**Section 28.4.** A supervisor, Payroll or the Human Resources Department will direct an employee to a medical treatment site. They may also help an employee make an appointment with the medical provider. A visit to the MCO Health Systems provider should take place as soon as possible after an injury.

**Section 28.5.** A supervisor will provide an injured employee an Injury Packet for the employee to review and for reporting an injury. It contains the MCO Health Systems brochure, as well as forms to be completed and taken to the provider. The MCO Health Systems I.D. card must be shown each visit to a medical treatment provider.

**Section 28.6.** The Ohio Bureau of Workers' Compensation has developed its own network of providers. If an employee receives medical services with the BWC network, the employee will be fully reimbursed for all approved workers' compensation claims. In addition, when an employee chooses to go to a network provider and receive assessment/treatment for a work-related injury the provider will generally see the

employee within forty-five (45) minutes. If a referral to a specialist is required, an appointment will generally be made with a network specialist within forty-eight (48) hours.

**Section 28.7.** An injured employee has the choice of whether to go to a physician in the network or out of the network. However, if an employee chooses to use a provider that is not BWC-certified, the Bureau of Workers' Compensation will only pay for the first visit. The employee will be responsible for any subsequent visits related to the injury if a provider that is not BWC-certified renders treatment.

**Section 28.8** A claim number will be assigned by BWC. If an employee is receiving medical bills but have not received a claim number, contact Payroll or the Human Resources Department.

**Section 28.9** If an employee is unable to work due to a work-related injury, the employee may choose to use accrued sick leave (full compensation) or to apply for the Bureau of Workers' Compensation disability payments (partial compensation) to replace lost wages. The employee may not choose to use both concurrently. For approved claims, compensation for the first seven (7) days is paid by the Bureau of Workers' Compensation after the disabled employee has been unable to work for fourteen (14) consecutive calendar days including weekends and holidays. If the employee is disabled for fewer than fourteen (14) days consecutive days, compensation is not paid by the Bureau of Workers' Compensation for the first seven (7) days of disability.

Employees who are eligible for lost time Workers' Compensation temporary total disability benefits may choose to use sick leave or accept Workers' Compensation temporary total disability benefits. Employees cannot collect both sick leave payments and Workers' Compensation temporary total disability benefits for the same time period. However, if an employee chooses to use sick leave, the employee may be eligible for reimbursement of a portion of sick leave hours used during the period(s) for which lost time benefits would have been paid. An employee must apply for this reimbursement within three (3) months of returning to work.

**Section 28.10.** All minor injuries sustained by Metro Parks' employees must be documented on a Minor Accident Report form. This form should be used when an employee sustains a minor injury that does not require medical treatment.

## **ARTICLE 29**

### **FAMILY AND MEDICAL LEAVE**

**Section 29.1.** Family Medical Leave will be granted pursuant to the Family and Medical Leave Act of 1993 and as amended and it is intended that this Article will comply with such.

**ARTICLE 30**  
**MILITARY LEAVE**

**Section 30.1.** Metro Parks will grant leave for Bargaining Unit Members in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Compensation for time off and the continuation of benefits will comply with applicable laws.

**Section 30.2.** Upon return from military service, Bargaining Unit Members will be considered for reemployment in accordance with all applicable state and federal laws.

**ARTICLE 31**  
**TUITION REIMBURSEMENT**

**Section 31.1.** Each full-time employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by the employee and subject to the following conditions:

- A. Must be full-time employee with six (6) or more months of completed continuous service with the organization at the time application for participation is made.
- B. Employees must complete a Tuition Reimbursement Application form prior to enrollment.
- C. All courses must be approved before the course is started in order for an employee to receive reimbursement.
- D. Course schedules must be arranged so that they do not interfere with the employee's regular duties.
- E. Courses must be work-related and help the employee in one of the following ways:
  - 1. To maintain or improve present job performance;
  - 2. To prepare for the next logical Metro Parks' career move;
  - 3. To assist in preparing for a position for which an insufficient number of qualified employees are available, or for a position which the employee might be assigned to because the employee's job is being eliminated.
  - 4. To improve oral and/or written communication skills.
  - 5. If an acceptable degree program is being pursued, non-related courses that are not compatible with the organization's needs and not required in the pursued degree program will not be approved for reimbursement.

- F. The courses must be taken at an accredited college, university, junior college, technical institute, vocational school, business schools, or secondary school. On-line course will be reviewed on a case-by-case basis.
- G. Tuition cost reimbursement will be made provided:
1. The employee has paid the cost of tuition and other fees.
  2. The employee completes the approved courses with a grade of C or better.
  3. The employee is still actively employed at the time of satisfactory completion of courses.
- H. The employee will receive one hundred percent (100% ) of tuition and laboratory fees for a course taken, up to a maximum of fifteen hundred dollars (\$1500.00) per calendar year.

No other expenses are reimbursable. The cost of books, registration fees, activity and parking fees, and incidental supplies will not be reimbursed.

Employees receiving assistance from other sources, such as GI Bill, scholarships, or grants, may receive a refund only to the extent that their cost is otherwise refundable under this plan.

Payments will be administered according to current IRS regulations.

After the employee has completed the course(s), the employee should return a copy of the approved Tuition Reimbursement Application form to Human Resources with the tuition and laboratory receipts and the final grade transcript attached. The Accounting Office will then forward a reimbursement check to the employees.

- I. The tuition reimbursement plan is subject to the availability of Metro Parks' financial resources as determined by the Board of Park Commissioners and Metro Parks' management. The Metro Parks shall not arbitrarily underfund this reimbursement Article.
- J. In the event an employee separates his/her service with Metro Parks within one year of receiving reimbursement, the employee must pay back 50% of the reimbursement received in that one-year period. This pay back must be satisfied within six (6) months of the employee's separation.

## **ARTICLE 32** **JURY DUTY**

**Section 32.1.** An employee will be granted time off as determined by the court to serve

as a juror, when subpoenaed. An employee will receive their regular pay during the jury duty service. Monies received by the employee when serving as a juror or appearing in court must be remitted to Metro Parks' Accounting Office. Employees may be reimbursed for reasonable parking fees provided receipts are submitted to the Accounting Office. Time served as a juror in court will be considered active service with the Metro Parks.

### **ARTICLE 33** **DRUG/ALCOHOL TESTING**

**Section 33.1.** Drug/alcohol testing may be conducted on employees (pre-hire, post-incident, reasonable suspicion or randomly using a valid method of selection).

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- Observable phenomena, such as a direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possessions, use or trafficking;
- Information provided either by reliable and credible sources or independently corroborated;
- Evidence that an employee has tampered with a previous drug test; and/or
- Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

In addition to reasonable suspicion drug testing as outlined above, a bargaining unit member may be required to undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury to self or someone else, extensive property damage, or death.

**Section 33.2.** All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Metro Parks and testing laboratory shall include an

evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

**Section 33.3.** A positive result of a blood alcohol concentration of .02% or above shall entitle Metro Parks to proceed with sanctions as set forth in this Article.

**Section 33.4.** Testing results shall be as follows:

- The results of the testing shall be delivered to the Metro Parks and the employee tested. An employee whose confirmatory test results is positive shall have the right to request a certified copy of the testing results. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.
- The Metro Parks may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory tests are positive, the Metro Parks may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.
- Should it be determined by qualified personnel at the collection site that the bargaining unit member has adulterated, diluted, tampered in any way with his/he specimen, substituted another individual's specimen for his/her own or has otherwise obstructed the collection/testing process, such shall be considered "a refusal to submit to testing" and the employee shall be subject to appropriate disciplinary action.
- Should masking agents be found in the sample of the initial test, such shall be treated as "a refusal to submit to testing" and any option to pursue testing of the specimen in the second container shall be forfeited. Metro Parks will be notified of such refusal to testing. This refusal to submit to testing shall then subject the bargaining unit member to appropriate disciplinary action.
- If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- In the event the retested split sample confirms the results of the first test, the Metro Parks may proceed with the sanctions as set forth in this Article.
- In the event that the retested split sample contradicts the results of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the Metro Parks to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit

of the doubt and no sanctions shall be imposed.

**Section 33.5.** The name of the testing laboratory shall be maintained by the Metro Parks. This laboratory shall conduct any testing directed by the Metro Parks.

**Section 33.6.** If the testing required above has produced a positive result, the Metro Parks may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program will be offered time off in accordance with the Family and Medical Leave Act. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee will be subject to periodic retesting upon returning to the position for a period of one (1) year from the date of the employee's return to work.

**Section 33.7.** If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

**Section 33.8.** Costs of all drug screening tests and confirmatory tests shall be borne by the Metro Parks.

**Section 33.9.** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

#### **ARTICLE 34** **EMPLOYEE ASSISTANCE PROGRAM**

**Section 34.1.** The parties recognize the importance of an employees' sound mental and emotional health in the work place and in the employee's life away from the workplace. To help employees solve mental, emotional and addiction problems an Employee Assistance Program (EAP) is available.

**Section 34.2.** Employee Assistance benefits are provided through the Franklin County Consortium. The bargaining unit agrees to accept the Franklin County Consortium EAP benefits as outlined in the Benefits Packet or Benefits Information System during the term of this contract.

Any substantive changes implemented in the Franklin County Consortium EAP plan will also be applied to bargaining unit members eligible for such benefits. Should any substantive changes to the Franklin County Consortium EAP plan be implemented during the term of this Contract, the bargaining unit will be given prior notice of the changes.

**Section 34.3.** The details on the various insurance programs shall be provided by the Metro Parks on the first day of employment from Payroll or the Human Resources Department. Bargaining Unit Members are encouraged to retain and review the provided information so said employees know how to access this important benefit and understand the limits of all coverages.

## **ARTICLE 35** **OUTSIDE EMPLOYMENT**

**Section 35.1.** It is the responsibility of all full-time employees to inform the Human Resources Director of all other employment, even self-employment, annually or when beginning new outside employment not reported on the most recent outside employment form submitted. This can be accomplished by completing the Outside Employment Form available at Headquarters.

**Section 35.2.** Outside employment must not affect job performance or conflict with the regular duties of an employee's Metro Parks' employment.

If the Metro Parks determines that holding an additional job is interfering with the employee's duties, involves some conflict of interest, or requires preferential scheduling, the employee shall change the cause of conflict.

## **ARTICLE 36** **MISCELLANEOUS**

**Section 36.1.** All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

**Section 36.2.** If an employee is required to use a personal vehicle to conduct Metro Parks' business, the employee will be reimbursed at the rate currently allowed by the Internal Revenue Service. The use of a personal vehicle must be authorized by a supervisor.

Employees using their own vehicles in the performance of Metro Parks' business must file a Personal Vehicle Mileage Report form detailing miles traveled, origin and destination, and nature of the errand for each trip to be reimbursed for mileage.

Mileage will not be paid to employees who are required to report to another location, park, or facility for a work assignment, unless the employee has already reported to an assigned location and is then reassigned by the Metro Parks.

**Section 36.3.** After being hired, the obtaining or renewing of a license and/or certification that is required by job description and/or directed by the Director for the department will be paid by the Metro Parks. This does not include driver's licenses for employees.

**Section 36.4.** Metro Parks shall continue to furnish a basic driver liability insurance policy, which covers Metro Parks' employees who operate licensed motor vehicles owned by Metro Parks and only while Metro Parks' vehicles are being used or operated in the course of business for Metro Parks. An employee's failure to maintain insurability according to Metro Parks' insurance company standards shall result in disciplinary action and relieve Metro Parks of any obligation to provide basic driver liability insurance to that employee.

**Section 36.5.** Reimbursement for approved travel, lodging, rental cars, meals and etc. shall be according to the Metro Parks' then current policy for such expenses.

**Section 36.6.** At the conclusion of the negotiations process the Labor Council shall provide one (1) copy of the final agreement to each bargaining unit member and five (5) copies to management.

**Section 36.7. Training.** Metro Parks agrees to provide training that is a condition of employment and cover the fees for such training. Equipment and/or materials required in training may be covered, subject to the approval of Metro Parks and the requirements of the position. If equipment and/or materials required in training are not covered by Metro Parks, Metro Parks will make every reasonable effort and attempt to assist the bargaining unit member in locating such items.

**Section 36.8. "No Time Off" Provision.** Recognizing the need for staffing in certain high visitation periods, Bargaining Unit Members may not request time off during specified periods of time. These "No Time Off" periods cover Memorial Day, including the Saturday and Sunday immediately preceding Memorial Day; Red, White & Boom, and July 4<sup>th</sup>.

## **ARTICLE 37** **DURATION**

**Section 37.1.** This Agreement shall be effective February 1, 2014 and shall remain in full force and effect through midnight January 31, 2017.

**Section 37.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

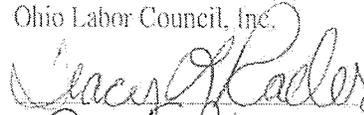
**Section 37.3.** The parties acknowledge that during the negotiations which resulted in this Agreement the full understanding and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties, and all other agreements written, oral or otherwise are hereby cancelled.

SIGNATURES

For the Columbus and Franklin County  
Metropolitan Park District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  


For the Fraternal Order of Police,  
Ohio Labor Council, Inc.

  
  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: 5/30/19

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

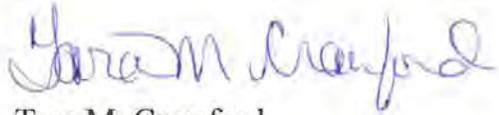
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 13-MED-11-1518
EMPLOYEE ORGANIZATION,	}	(Rangers)
	}	
and,	}	
	}	
COLUMBUS AND FRANKLIN COUNTY	}	
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 the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



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

cc: Ms. Renee Telfer, [telfer@metroparks.net](mailto:telfer@metroparks.net)