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COLLECTIVE BARGAINING AGREEMENT

between

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

and

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

for

DISPATCHERS

October 1, 2014 through September 30, 2017

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- 4.3 Upon reasonable notice, the Employer will provide the FOP/OLC, Inc. a room and/or area to hold meetings with members of the unit.
- 4.4 Meeting areas. The FOP/OLC, Inc. shall have access to all meeting areas of the Employer on the same basis as other members of the public.
- 4.5 By prior notice of at least one (1) week, members elected or selected as FOP/OLC, Inc. Delegates to conferences or conventions (not to exceed one in number) shall be granted up to five (5) days off in any year without pay. The employee may debit the leave time to any accumulated compensatory time or vacation time and holiday time.

ARTICLE 5: DUES DEDUCTIONS

- 5.1 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues paying members of the FOP/OLC, Inc., or, as a condition of continued employment, remit to the FOP/OLC, Inc., a fair share fee, to be determined by the FOP/OLC, Inc., in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall within thirty (30) days of employment either elect to become members of the FOP/OLC, Inc. or remit the fair share fees.
- 5.2 As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become or remain a member of the FOP/OLC, Inc. Any non-member of the FOP/OLC, Inc. may apply for reimbursement of his dues, not used for labor purposes, to the reimbursement committee of the FOP/OLC, Inc. as provided in Ohio Revised Code Section 4117.09(C).
- 5.3 The Employer agrees to deduct FOP/OLC, Inc. dues from any FOP/OLC, Inc. member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C).
- 5.4 The FOP/OLC, Inc. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.
- 5.5 Deductions for dues and fair share fees will be made and paid monthly to the FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.1 Except as limited by express provisions of this Agreement, the Employer shall have the right to:
 - A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of

the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. Determine the overall methods, processes, means, or personnel by which the Employer's operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 7: NO STRIKE/NO LOCKOUT

- 7.1 The FOP/OLC, Inc. shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walk-out, concerted "sick" leave, work stoppage, or an unlawful interference of any kind with any operations of the Employer.
- 7.2 In the event any violation of 7.1 of this Article occurs, the FOP/OLC, Inc. shall immediately notify all employees that the strike, concerted "sick" leave, slowdown, work stoppage, or unlawful interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the FOP/OLC, Inc. Violation of Section 7.1 shall be grounds for termination.
- 7.3 During the term of this Agreement, the Employer will not lockout any member of the bargaining unit.

ARTICLE 8: HEALTH AND SAFETY COMMITTEE

- 8.1 Occupational safety and health is a mutual concern of the Employer and of the FOP/OLC, Inc. and of the employees. The FOP/OLC, Inc. will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. Cleveland Metroparks agrees to the extent possible to operate and maintain a safe working environment for all employees.

- 8.2 The Employer and employees shall comply with applicable federal and state laws, rules and regulations and Employer safety rules.
- 8.3 At times mutually agreeable to the parties, the Union may set up a meeting with the Employer to discuss safety issues of mutual concern with the Dispatch unit.

ARTICLE 9:

PERSONNEL FILES

- 9.1 An employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. In addition, an employee may inspect his or her file in direct response to a pending grievance or official matter. The employee may authorize, in writing, his bargaining unit representative to act on his behalf in this regard.
- 9.2 Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.
- 9.3 In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, any and all documents there will not be retained in the employee's personnel file.
- 9.4 Except as required by the Ohio Open Records Act, or pursuant to subpoena, the Employer will not make the employee's personnel file available to any person or organization other than the Employer, its agents or pursuant to business. The Employer shall notify any bargaining unit member prior to the release of that individual's personnel records pursuant to a records request or subpoena.

ARTICLE 10:

DRUG AND ALCOHOL TESTING

10.01 Testing

A. Reasonable Cause Testing

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

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

- a. abnormal conduct or aberrant behavior;
- b. information provided by reliable and credible sources;
- c. observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- d. the smell of alcohol on the employee's breath.

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

B. Accident Testing

Drug or Alcohol testing may also be ordered when a ranger or dispatcher is involved in a workplace accident resulting in significant property damage or injury to the employee or another person requiring medical attention or discharges his/her weapon.

C. Return to Work Testing

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

D. Random Testing

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

1. All sworn members of Cleveland Metroparks Ranger Department, from ranger to Chief and dispatchers, shall be eligible for the random testing regardless of rank or assignment.
2. An Employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled on the date on which urine specimens will be collected will be subject to disciplinary action.
3. The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify a designated officer ("DO") of the random selections and will coordinate the test scheduling of the selected employees. If the DO is selected for random testing, the testing organization shall notify the Chief who will arrange for the testing of the DO.
4. Random selection shall be defined as a method of selection in which each and every sworn member of the ranger force and dispatchers, regardless of rank or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted. Every month on a day selected by the testing organization 2% (rounded to the nearest whole number) of the eligible officers and dispatchers will be drug/alcohol tested on a random selection basis.
5. Rangers and dispatchers on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the designated officer.
6. In addition to the foregoing, all members of the department will undergo an annual drug/alcohol test. The date and time of the test will be set by the testing organization without the knowledge of the department. The testing

organization will notify the Human Resources Department representative who will notify the DO who will then arrange the testing.

E. Positive Test

1. A positive drug/alcohol test will result in disciplinary action(s) appropriate under the circumstance.
2. Any employee who refuses to submit to testing when advised, or who submits adulterated or modified urine samples or who in any way attempts to evade a drug test or submit a false or misleading sample is subject to the same penalties as those rangers who test positive for illegal use of drugs/alcohol.

F. Drug Testing Methodology

1. The testing or processing shall consist of a two step procedure: (1) initial screening test, and (2) confirmation test. The urine sample shall be tested first using an initial drug screening procedure. ~~Notification to a departmental designee of a positive test shall not be made until a confirmation test is conducted.~~
2. All urine drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state or federal authorities. A ten (10) panel drug test shall be used.
3. Prior to testing, the employee will be provided by personnel at the testing location with a "Consent to a Urinalysis Test and Authorization for Release of Medical Information." The form will specify, inter alia, that its use will be limited to internal, administrative purposes only, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to submit to a duly authorized drug test and will constitute a disobedience to an order. This will subject the employee failing or refusing to disciplinary action, which could include dismissal.
4. Specimen collection will occur in a medical setting and without direct observation. The procedures will not be designed to knowingly demean, embarrass or cause physical discomfort to the employee being tested.

A directly observed collection will be mandated if:

- a. Materials were observed being brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or
- b. the temperature on the original specimen was out of range; or
- c. the original specimen appeared to have been tampered with; or

- d. the laboratory reports that a specimen is invalid, and the laboratory's Medical Director advises there is not an adequate medical explanation for the result.

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

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

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

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

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

G. Voluntary Self Referral

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

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

2. In the instance of self-referral for illegal drug use the decision to discipline will be made by the Chief on a case-by-case basis, depending on the facts and circumstances.
3. Participation in the EAP or other acceptable treatment alternatives will not, in itself, jeopardize an employee's job. In fact, successful treatment will be viewed positively. However, participation in an EAP or treatment program will not:
 - a. Prevent the implementation of discipline for conduct that occurs in conjunction with inappropriate alcohol or drug use.
 - b. Relieve an employee from the responsibility to perform assigned duties safely, effectively and at a satisfactory performance level.

H. Procedures Re: Prescription Medications And Safety Sensitive Employees

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

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

The documentation should indicate:

1. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the ranger or dispatcher to remain at full duty; or
2. Whether (in short term situations) the ranger or dispatcher should be placed on limited duty during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

If the medication is intended as a long-term therapy, and has the potential to affect the ability to perform essential functions, the ranger or dispatcher will not be deemed fit for duty unless the treating physician indicates he/she is being closely monitored and the medication is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

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

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

10.02 DRUG AN ALCOHOL TESTING PROGRAM - JOINT OVERSIGHT COMMITTEE

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

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

ARTICLE 11:

WORK RULES

- 11.1 Existing work rules are contained in the Dispatcher Manual, which is supplied to each employee and in Cleveland Metroparks Employee Handbook, which is available at the Dispatcher location.
- 11.2 New or changed rules (other than of an emergency nature and other than safety rules) shall be provided to the FOP/OLC, Inc. within seven (7) days. If the FOP/OLC, Inc. suggests changes in the rule presented to it which the Employer accepts, the rule will be so amended. However, the final decision shall be that of the Employer, and the new or changed rule shall be sent electronically to all bargaining unit members for review and acknowledgement provided that the network and/or operating systems are fully operational.
- 11.3 Where a work rule is in conflict with an express provision of the Agreement, the Agreement shall prevail.

ARTICLE 12:

DISCIPLINE

- 12.1 Cleveland Metroparks may take disciplinary action against any employee only for just cause.

12.2.1 As a general policy, Cleveland Metroparks recognizes that disciplinary action is designed to improve the employee involved. In that regard, for non-serious infractions, or a combination of them, the Employer agrees to follow a practice of progressive discipline as follows:

- A. A *first offense* would normally result in a verbal warning.
- B. A *second offense* would generally result in a supervisor preparing a written warning.
- C. A *third offense* may cause a paid or unpaid suspension of employment (generally one (1) to three (3) days or greater depending upon the nature of the offense)(At the option of the employee and with the concurrence of the employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of the suspension will be maintained.)
- D. A *fourth offense* may result in the discharge of the employee who engaged in the offending action(s).

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

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

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

12.2.5 Records of disciplinary action against an Employee for the violation of rules, but not involving a penalty of time off will not be used in assessing discipline provided that there has been no discipline of the Employee in the prior eighteen (18) months.

ARTICLE 13:

GRIEVANCE PROCEDURE

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

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

Definitions.

- A. Grievance. The word grievance as used in this Agreement refers to an alleged violation, misinterpretation or misapplication of any part of this Agreement.
- B. Disciplinary Grievance. Refers to a grievance involving a written reprimand, suspension, removal or reduction in pay or position. Such grievances shall be initiated at the third step of the grievance procedure.
- C. Day. The word "day" as used in this Article means calendar day. Times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, Sunday or legal holiday.
- D. FOP/OLC Representative. An Associate or an FOP/OLC, Inc. Staff Representative.
- E. The grievant shall state on the grievance form supplied by the FOP/OLC the Article(s), Section(s) or combination thereof the grievant alleges to have been violated.

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

The parties intend every effort shall be made to share at all steps all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible step. A grievance by an employee as to the interpretation or application of the provision of this Agreement shall be adjusted in the following manner:

Step 1. Within five (5) days from the date of the action giving rise to the grievance, the employee shall meet and discuss the grievance with his immediate supervisor, who shall attempt to settle it. The employee may have an Associate present if he so requests. The grievance shall be deemed to have been satisfactorily settled in Step 1 unless, within ten (10) days from the date of the action giving rise to the grievance, the employee and/or the Associate present a written statement of the grievance or complaint to the Department of Human Resources.

Step 2. Within seven (7) days of receiving a written complaint or grievance, the Employer shall in writing, by mail, notify the Union office and give a copy to the Associate as to the disposition of such complaint or grievance. If the Union disagrees with the disposition, it shall promptly request a meeting with the Metroparks Committee. Upon such request, a meeting shall be held within fourteen (14) calendar days thereof between the employee, the Associate and the representatives of the Union and the Cleveland Metroparks Review Committee which shall be co-chaired by the Director of Human Resources and the Chief or their designees. The Review Committee shall issue a decision within seven (7) days thereafter.

Disciplinary Suspensions or Terminations: Disciplinary suspensions or terminations shall be appealed directly to Step 2 within seven (7) days from the date of the action

giving rise to the grievance.

Step 3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer within twenty (20) days from the date of the Step 2 decision. Within thirty (30) days of the notification of the Union's intent to arbitrate, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the arbitrator shall then be selected by the alternate-strike method. The arbitrator shall not have authority to add to or detract from the express provisions of this Agreement and his authority shall be limited to interpreting such provisions of this Agreement, and determining whether they have been properly applied. The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. It is agreed that during such proceedings there shall be no lockouts, strikes or stoppages of work.

The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

Any grievance not filed or processed by the employee or the Union within the timeframes identified above shall be irrevocably waived. However, the parties agree that if the deadlines detailed in Step 1 and 2 work a hardship on the deputy ranger because of his/her part-time status, the deadlines will be extended by mutual agreement.

13.4 TIME LIMITATIONS:

- A. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.
- B. Where a grievance is originally filed in a timely manner and the Employer fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may by mutual agreement in writing extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution

of any grievance.

- 13.5 The FOP/OLC, Inc. shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.
- 13.6 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the Employer, the FOP/OLC, Inc., and the employees.
- 13.7 A grievance as to discharge shall be filed in writing within three (3) working days after the discharge and shall be presented in Step 3.
- 13.8 Class Grievance. A grievance may be brought by a dispatcher who believes himself/herself to be aggrieved. When a group of dispatchers desires to file a grievance involving any alleged violations which affects more than one dispatcher in the same way, the grievance may be filed by the FOP/OLC. Class Action grievances shall be filed within fifteen (15) days of the date on which any of the affected grievants would or could have had knowledge of the event giving rise to the class grievance. A class action grievance shall be initiated directly into the second step of the grievance procedure.
- 13.9 Employees can obtain grievance forms at Ranger Headquarters.

ARTICLE 14:

SENIORITY

- 14.1 For the purpose of this Agreement, seniority refers to the total full-time continuous service in the Dispatcher Department. In cases where more than one dispatcher has the same department seniority date, seniority between those dispatchers will be based on total continuous years, months, and days of service as an employee of Cleveland Metroparks. If all remains equal, a coin toss will be used to determine ranking. Such tiebreakers will be witnessed by the Union.
- 14.2 Probationary Period. New employees shall be regarded as probationary for the first one hundred eighty (180) days of actual service following completion of their initial training period and will receive no continuous service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the date of hire. During the probationary period, the Employer may layoff, transfer, or terminate the probationer who shall have no recourse to the grievance procedure.
- 14.3 Break in Service. The following situations shall not constitute a break in continuous service:
- A. Absence while on an approved personal leave of absence (not to exceed six

- 16.3 Employees will receive compensatory time at the rate of one and one-half (1-1/2) times for hours paid (except for paid sick leave) beyond forty (40) hours in a work week or eight (8) hours on a shift to the maximum of one hundred and twenty (120) hours and thereafter shall be paid in cash. There shall be no pyramiding of overtime under any circumstances.
- 16.4 Each employee is entitled to an unbroken rest period of at least twelve (12) hours between shifts and any employee who is required to work during his twelve (12) hour rest period shall be paid for such work at the rate of time and one-half (1-1/2) his regular straight time hourly rate of pay. This shall not apply when an employee works a double shift and receives premium pay for one of these shifts or when the Employer is paying premium pay for the hours worked within said rest period.
- 16.5 Because of the unique nature of the duties of the employees, and emergency obligations of the employees, Cleveland Metroparks reserve the right to assign Dispatchers to work overtime as required. Whenever operationally feasible, a full time Dispatcher will be assigned overtime work prior to assigning work to a person not within this bargaining unit on an overtime basis.
- 16.6 Records of compensatory time shall be maintained. Compensatory time off will be determined by management in conjunction with notice to the Dispatcher.
- 16.7 Whenever Cleveland Metroparks determines to perform Dispatch work on an overtime basis, Cleveland Metroparks agrees to make a good faith effort to use the following call out procedure. Call out first of a shift shall be performed on an overtime basis and shall be split between the person working the shift prior to and the shift following the shift in question. If Cleveland Metroparks determines that it is infeasible for such persons to perform the needed overtime work, Cleveland Metroparks, when it determines it to be operationally feasible, will offer work to other available bargaining unit member on a rotating seniority basis. Subject the foregoing, Cleveland Metroparks may offer Dispatch work on an overtime basis to non-bargaining unit persons. On an annual basis, providing at least fourteen (14) days notice, the Employer shall post a schedule to be effective January 1, setting forth the various Dispatcher positions which shall detail the weekly regular shifts and normal starting times of each position. Bargaining unit members may select positions on the basis of seniority. When a vacancy occurs or a new schedule is to be implemented, the schedule will be posted for bidding at least one week prior to permanent implementation.
- 16.8 Employees may temporarily trade shift with other employees subject to the following conditions:
- A. All requests must be approved by the immediate supervisor. Requests for temporary shift trades shall not be unreasonably denied.
 - B. Shift trades shall not create any overtime liability for the Employer, nor create operating problems.
 - C. Shift trades shall not entitle employees to payment under Section 16.4 above.

ARTICLE 17:

SICK LEAVE

- 17.1 Sick leave is defined as an absence with pay necessitated by personal illness, injury, exposure to contagious disease, medical exams, treatment for pregnancy and/or childbirth, and from illness, injury or death in the immediate family. The immediate family includes the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; grandchildren; and legal guardian or other person who stands in the place of a parent.
- 17.2 To attend a funeral, an employee may be granted, based on need, a bereavement leave of absence up to a maximum of three (3) consecutive working days (five (5) days if funeral is out of state) in the event of a death in the employee's immediate family, defined as the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; grandchild; and legal guardian or other person who stands in the place of a parent. Three (3) days, up to and including the day after the funeral (the first three (3) days of an out of state bereavement leave), are a paid benefit. The fourth (4th) and fifth (5th) day of an out of state bereavement leave may be paid from accumulated sick leave.
- 17.3 An employee may request a working day off to attend the funeral of a person other than a member of the immediate family. Accrued sick pay may be used for this purpose. An employee may be required to confirm the reason for using this leave if requested by the employee's supervisor.
- 17.4 The employee shall notify his supervisor prior to the start of his shift on the first day of any absence which is to be charged to sick leave. The supervisor is to be kept informed of conditions and of the expected date of return to work. Paid sick leave may be forfeited if the employee fails to give proper notice or lack of satisfactory evidence. If an employee leaves his job during his shift because of illness, he must first notify his immediate supervisor. If the immediate supervisor is not available, the employee must utilize the chain of command.
- 17.5 An employee injured at work, in the performance of official duties, who requires medical attention who is advised by the emergency doctor not to return to work on that day will be paid for the remainder of the day if he provides written medical evidence from the emergency doctor. This payment will not be deducted from accumulated sick leave.
- 17.6 An employee must supply medical evidence to support a sick leave of over three (3) days at the time the employee returns to work. However, Cleveland Metroparks, in its discretion, may require such medical substantiation during the sick leave period. Cleveland Metroparks may authenticate the necessity of the leave or continuance thereof by a doctor of its choice, and at its expense.

- 17.7 The employee may be required to supply a doctor's certificate substantiating the employee's ability to return to the employee's regular job after a sick leave of over three (3) days.
- 17.8 If the employee returns to work after a period of disability and still shows disability on the job, the Employer may require the employee to have a physical examination by a doctor chosen or approved by the Employer. This exam will be paid for by the Employer.
- 17.9 Sick leave is earned at the rate of 4.6154 hours for each eighty (80) hours worked; unused sick leave may be accumulated without limit. Vacation and sick time are earned while an employee is on paid sick leave status. Cleveland Metroparks holidays are not counted in the reporting of paid sick leave.
- 17.10 Employees who have prior public service credit accrued within the past ten (10) years may transfer their sick time from their previous public employer.
- 17.11 An employee with ten (10) or more years of continuous employment with Cleveland Metroparks and who resigns or retires shall be paid for one-fourth (1/4) of his sick leave balance accrued through his last date of service. This is a one-time payment. If the employee is reinstated, he will earn sick leave as if he were a new employee and he will not be eligible again to receive any compensation for any portion of his accumulated unused sick leave as used to compute the one-time payment above, upon subsequent termination or retirement.
- 17.12 In the case of an employee who dies after having ten (10) or more years of continuous employment with Employer, accumulated sick leave shall be paid to his designated beneficiary, or his estate if no beneficiary is designated, under the same terms and in the same manner as provided in Section 17.11 above.
- 17.13 Probationary employees shall not be entitled to be paid sick leave during the first ninety (90) days of employment but shall accumulate sick leave credits during that ninety (90) day period. No sick leave shall be due for injuries sustained in outside employment.
- 17.14 The Employer reserves the right to implement policies governing the use of sick leave, including a no-fault attendance policy. The employer will notify the Union prior to implementation of those policies and will meet and confer with the Union regarding the policies. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

ARTICLE 18:

HEALTH BENEFITS

- 18.1 Effective October 1, 2014, employees who elect coverage under Metroparks Plan A or B shall pay the following monthly premium contributions:

Plan A – 18% of the group medical benefits monthly premium
Plan B – 13% of the group medical benefits monthly premium

The parties agree that a Benefit Study Team is established as set forth below to recommend group insurance and related benefits and submit for approval of the Executive Director-Secretary and the Board of Park Commissioners.

18.2 During the period of this Agreement, the Employer agrees to provide group medical benefit plans coverage for full-time employees and their eligible dependents; maximum premium payments during such period will be consistent with levels contained in the Ranger, CMEA and Teamsters Agreements for those years. Any premium cost for these plans above these amounts will be paid by the employee through payroll deduction.

18.3 The parties agree that a Benefit Study Team will be operative during the term of the Agreement. A Benefit Study Team member(s) will be in the approximate proportion to the ratio of employees he (they) represent. The groups represented and the number of representatives are shown below. Each Union will select their representative(s).

Rangers (FOP/OLC, Inc.)	1 member
Ranger Sergeants (FOP/OLC, Inc.)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members
Non-Union	4 members
Dispatcher (FOP/OLC, Inc.)	1 member (non-voting)

18.4 A representative of Cleveland Metroparks Department of Human Resources will serve as an advisor and facilitator.

18.5 The Benefit Study Team will recommend necessary changes (plan design, cost containment, employee contributions, etc.) to provide the best possible benefits in keeping with the results of the 1991 Employee Benefit Survey and at a cost which is less than or equal to the maximum allowable expenditure per year per employee as shown in 18.2 above to minimize or avoid employee contribution.

18.6 The goal of the Benefit Study Team is to reach a consensus recommendation. However, if a consensus recommendation cannot be reached, a vote will be conducted and a recommendation supported by the majority will be recommended. Changes recommended must be approved by the Executive Director-Secretary and the Board of Park Commissioners. If the recommendation from the Benefit Study Team is not approved, it will be returned to the Benefit Study Team for further review. The Benefit Study Team will then submit new recommendations until a recommendation is approved by the Executive Director-Secretary and the Board of Park Commissioners. These approved recommended changes, if any, will be implemented each January 1.

18.7 Cleveland Metroparks will advise Union officials thirty (30) days prior to implementing any changes. It is agreed that any changes will not require approval of the Union or the Union membership during the life of the Agreement.

18.8 Sections 18.3-18.7 will be automatically modified to reflect any changes in the operation and protocols of the Benefit Study Team that are agreed upon, from time to time, by Cleveland Metroparks and the Union.

ARTICLE 19:

VACATIONS

19.1 Vacations will be assigned based on seniority per shift in keeping with the operational needs of the Ranger Department. All vacations must be approved by the employee's immediate supervisor.

19.2 Vacations shall be granted based on the following schedule:

<u>Years</u>	<u>Hours earned per 80 hours worked</u>	<u>Total hours earned per year</u>
1 through 7 years	3.6924	96 (12 days)
8 through 14 years	5.5385	144 (18 days)
15 through 19 years	7.3847	192 (24 days)
20 or more years	7.6924	200 (25 days)

19.3 Each employee who has worked one (1) year is able to take the vacation time which has accumulated in the previous calendar year. Computation of years of service shall be based on the anniversary date of the employee's hire date.

19.4 Employees who have worked less than 2,080 straight-time hours have their vacation time determined by a fraction - the number of hours worked to 2,080. Straight-time hours or overtime hours which exceed 2,080 are not counted when vacation time is computed. Holidays, vacation and sick leave which have been paid are included when determining vacation earned.

19.5 Vacation time may be accumulated up to three (3) times the yearly rate at which an employee earns vacation time (288 hours, 432 hours, 576 hours and 600 hours) respectively.

19.6 Upon termination, the employee will be paid unused vacation time up to the three (3) year limit. The same shall apply in case of death of an employee, in addition to any vacation time accumulated during the year of death.

19.7 Vacation (also including holiday and comp time) leave will be arranged by mutual agreement between the employee and the employee's administrative supervisor. When employees' requests conflict, preference will normally be based on seniority per shift. The needs of Cleveland Metroparks shall have priority in determining when to schedule vacation time.

ARTICLE 20: HOLIDAYS

20.1 Employees are eligible for the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

20.2 Employees may be scheduled to work on a holiday. Employees will be paid at a rate of one and one-half (1 ½) their regular rate for hours worked on the holiday in accordance with any shift scheduling agreement.

20.3 A holiday falling on Sunday will be observed on that Sunday; a holiday falling on Saturday will be observed on that Saturday. Holiday compensatory time will not be carried over from year to year in excess of seventy-two (72) hours, not including Section 20.2.

20.4 To be eligible for holiday pay an employee must have worked their last scheduled work day prior to said holiday and their first scheduled work day following the holiday unless excused because of a bona fide illness, injury, or approved leave status. A supervisor may require a physician's certificate to support sickness or injury status on these days. An employee will be paid for a holiday or sick day, not both.

ARTICLE 21: SALARIES

21.1 Employees will be paid according to the following:

SERVICE TIME	10/1/2013* (2.7%)	10/1/2014 (2.7%)	10/1/2015 (2.3%)	10/1/2016 (2.0%)
Entry	\$18.24	\$20.98	\$21.46	\$21.89
6 Months	\$18.49	\$21.23	\$21.72	\$22.15
1 Year (Base)	\$18.74	\$21.48	\$21.97	\$22.41
2 Years	\$19.24	\$21.98	\$22.49	\$22.94
3 Years	\$20.24	\$23.48	\$24.02	\$24.50
6 Years	\$21.74	\$24.48	\$25.04	\$25.54

*Rates set forth in this column represent those negotiated for the last year of the prior collective bargaining agreement.

21.2 A premium of 35¢ per hour will be paid to employees working on the 3rd (Lobster) shift.

ARTICLE 22: MISCELLANEOUS

- 22.1 Bulletin Boards. The Employer shall make available a suitable bulletin board on an appropriate alternative space for the use of the FOP/OLC, Inc.
- 22.2 Copies of Agreement. Cleveland Metroparks agrees to make copies of this Agreement and supply it to the Dispatchers.
- 22.3 Rights of Employees During Internal Investigation. When the probable outcome of an Internal Affairs investigation or questioning will result in disciplinary action other than following Section 4 investigation or questioning, the following guidelines shall apply:
- A. Questioning of the employee will be conducted at a reasonable hour.
 - B. Questioning of the employee will generally occur while the employee is on duty at a Cleveland Metroparks facility or location.
 - C. The employee will be informed of the general nature of the complaint, the name and rank of the person authorizing the investigation and the name and rank of all officers present at the questioning.
 - D. Questioning will be done primarily by one officer and be for a reasonable amount of time, allowing for necessary rest and personal necessities.
 - E. No threats, harassment, or promises will be made to the employee with the purpose of inducing an employee to answer questions, except immunity from prosecution as provided by law.
 - F. Transcripts, if taken by Cleveland Metroparks, of any questioning will be kept by the officer performing the Internal Affairs investigation and made available to the employee who gave the statement or his/her authorized representative at the Chief's office during business hours.
 - G. An employee under investigation shall have the right to be represented by a representative from the Union.
 - H. At the conclusion of an investigation, an employee will be entitled to notification that the investigation is complete. In the event that disciplinary action results from an investigation, the employee or his authorized representative shall have the right to review transcripts, records, any statements made by the employee and any exculpatory information gathered by the investigation.
- 22.4 There will be no retaliation, penalty, or threat of penalty for the exercise of an employee's rights under this contract or any federal or state law.

- 22.5 Nothing in this section shall be construed to neither impair any legal right or remedy of the employee nor prohibit an employee from waiving any right or remedy.
- 22.6 This article does not apply in the cases of alleged criminal conduct by the employee or investigations and questioning done by supervisory personnel who are not part of an Internal Affairs investigation.

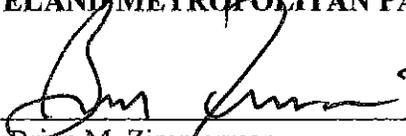
ARTICLE 23:

TERM OF AGREEMENT

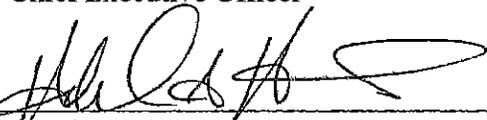
- 23.1 This Agreement shall become effective as of October 1, 2014 and continue in full force and effect until September 30, 2017, and shall continue in effect from year to year thereafter unless either party desires to change or modify it, in which case that party shall give notice to the other party in writing at least sixty (60) days prior to the expiration date of this Agreement or if any subsequent anniversary date hereof. Notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02 as amended.

Dated at Cleveland, OH, this 5, day of December, 2014.

**FOR THE EMPLOYER
CLEVELAND METROPOLITAN PARK SYSTEM**

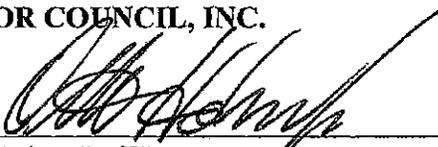
By: 

Brian M. Zimmerman
Chief Executive Officer

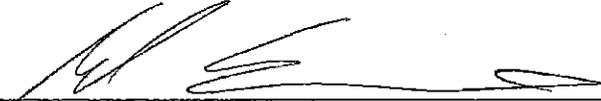
By: 

Harold G. Harrison
Chief Human Resources Officer
(Subject to Board approval)

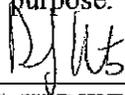
**FOR THE
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.**

By: 

Otto Holm, Staff Representative

By: 

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



DAVID J. KUNTZ, TREASURER

DATE: 12/5/14

CLEVELAND METROPARKS

established 1917

clevelandmetroparks.com

Administrative Offices | 4101 Fulton Parkway | Cleveland, OH | 44144
Phone 216-635-3200 | Fax 216-635-3286

BOARD OF PARK COMMISSIONERS

Bruce G. Rinker, President
Debra K. Berry, Vice-President
Dan T. Moore, Vice-President

CHIEF EXECUTIVE OFFICER
Brian M. Zimmerman



December 4, 2014

Otto J. Holm, Jr.
Fraternal Order of Police
Ohio Labor Council, Inc.
14918 Triskett
West Park, OH 44111

RE: Letter of Understanding

Dear Mr. Holm:

This letter is to confirm the importance attached to training by Cleveland Metroparks. It is hereby agreed that Cleveland Metroparks will establish a training budget for the Dispatch unit and will spend up to a maximum of \$3,000.00 per year to pay for off-site training of employees in the Dispatch unit. All training and reimbursements from this budget must be approved by the Chief and/or his designee. Additionally, it is agreed that when a new dispatcher is hired that individual will be assigned to work with a trainer for a period of up to five-hundred (500) hours. "Communication Training Officer ("CTO") will be paid an additional \$2.00 per hour while performing at a CTO."

Sincerely,

Harold G. Harrison
Chief Human Resources Officer

HGH/tg

CLEVELAND METROPARKS

established 1917

clevelandmetroparks.com

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CHIEF EXECUTIVE OFFICER
Brian M. Zimmerman



Cleveland
Metroparks



December 12, 2014

Otto J. Holm, Jr.
Fraternal Order of Police
Ohio Labor Council, Inc.
14918 Triskett Road
Cleveland, Ohio 44111

Re: Letter of Understanding – Ten-Hour Dispatch Shifts

Dear Mr. Holm:

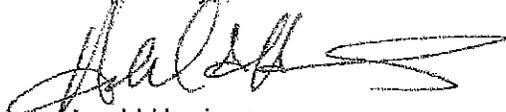
This letter is to confirm the agreement reached between Cleveland Metroparks and the FOP/OLC, Inc. whereby Cleveland Metroparks will continue two ten (10) hour shifts through the expiration of the current collective bargaining agreement, September 30, 2017, for non-midnight Dispatch Unit employees. This agreement is not intended to limit in any manner Cleveland Metroparks' management rights, including the right to determine the overall methods, processes, means or personnel by which Cleveland Metroparks' operations are to be conducted and the right to schedule employees. Rather, this letter is intended to clarify the terms and conditions of employment relating to the implementation of ten-hour shifts. Accordingly, Cleveland Metroparks may discontinue the ten-hour shifts at any time, but may not alter the terms of the conditions set forth in the letter of understanding without agreement from the FOP/OLC, Inc. The parties agree to meet and discuss any issues related to ten-hour shifts prior to implementing any changes.

The following is a summary of the terms and conditions:

- 1) The ten-hour shifts include two work teams of Dispatchers rotating through a ten (10) hour shift schedule that repeats itself every seven (7) weeks. The schedule shall follow the template attached as Exhibit A to this Letter.
- 2) A day off will require the use of ten (10) hours of accrued sick (if appropriate), vacation, compensatory or holiday time, or any combination of these.
- 3) Paid holidays are determined by the starting time of the shift (e.g., employee that starts shift at 10:00 p.m. on December 25th is working a paid holiday). An employee who works on any of the paid holidays shall be entitled, in addition to eight (8) hours of holiday pay, to be paid at the rate of one and one half (1½) of the employee's regular rate of pay for the first eight (8) hours worked and straight time for the remaining two (2) hours worked. When an employee is scheduled off on a holiday as a regularly scheduled day off, the employee will

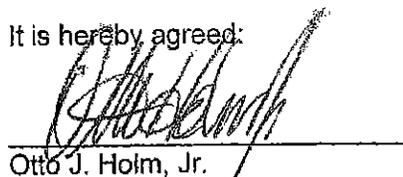
receive eight (8) hours of holiday pay at the employee's regular rate of pay. When an employee is scheduled off by management on a holiday from the employee's regularly scheduled shift, the employee will receive ten (10) hours of holiday pay at the employee's regular hourly rate of pay.

Respectfully,



Harold Harrison
Chief Human Resources Officer

It is hereby agreed:



Otto J. Holm, Jr.

12/12/14
Date