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LABOR AGREEMENT

BETWEEN

GEAUGA PARK DISTRICT

AND THE

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

FOR ALL PARK RANGERS

EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2017

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ARTICLE 1
AGREEMENT/PURPOSE

This Agreement entered into by Geauga Park District, hereinafter referred to as the "Employer", and Fraternal Order of Police/Ohio Labor Council Inc., hereinafter referred to as the "Bargaining Unit", or the "FOP/OLCI", has as its purpose the following:
To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth in its entirety, 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 units as defined herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

ARTICLE 2
RECOGNITION

The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive representative for the bargaining unit of all regular full-time Ranger employees in the Ranger Department for the purpose of establishing rules and conditions of employment. Geauga Park District will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members.

Employee is defined as a non-provisionary regular full-time Park Ranger.

ARTICLE 3
NON-DISCRIMINATION

Section 1 Both Geauga Park District and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Geauga Park District and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age, or handicap.

Section 2 Geauga Park District recognizes the right of all Full time Rangers to be free to join the Union. Geauga Park District agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by Geauga Park District against any Ranger or any applicant for Ranger employment because of Union membership.

ARTICLE 4
DUES DEDUCTION

Section 1 The Employer agrees to deduct from the wages and salaries of the bargaining unit members' dues required by the FOP/OLCI by payroll deduction. All members of the bargaining unit all either become dues paying members of the FOP/OLCI, or as a condition of continued employment, remit to the FOP/OLCI a fair share fee in the amount set by the FOP/OLCI per person per month in accordance with the provisions of O.R.C. 4117.09(C), starting the thirty-first (31st) day of employment with the Employer or execution date of this Agreement, whichever comes first.

Section 2 Dues and Fair Share Fees shall be paid over by the Employer once each month to the FOP/OLCI at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLCI from time to time.

Section 3 An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP/OLCI at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of the employee to revoke during that period.

Section 4 The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. The FOP/OLCI will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer.

Section 5 All bargaining unit employees who are not members of the FOP/OLCI shall pay a fair share fee to the FOP/OLCI in the amount of employee dues as set by the FOP/OLCI from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP/OLCI of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 1 It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2 The Employer agrees that neither it, its rangers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid, or condone any lockout of members of the Bargaining Unit, unless those members shall have violated Section 1 of this Article.

Section 3 The Union further agrees that neither it, its rangers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

Section 4 In all cases of strike, sympathy strike, slow down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

Section 5 The procedures contained in this Article shall govern disputes arising between the FOP/OLCI and Geauga Park District concerning proposed changes in terms and conditions of employment arising at the conclusion of the term of this collective bargaining agreement. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this Article.

Section 6 After the conclusion of the term of this collective bargaining agreement, if both parties agree that the negotiations to produce a successor agreement have reached an impasse, the parties shall submit their dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures under O.R.C. 4117.14, 1991.

Section 7 The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by fax. The parties shall each pay one-half the cost of the conciliation procedure.

Section 8 The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order, and all previously negotiated agreements shall constitute amendments to the Collective Bargaining Agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement, execute an amended Collective Bargaining Agreement including the award and order of the conciliator and all tentatively agreed upon issue(s) not submitted to the conciliator for resolution.

ARTICLE 6
FOP/OLCI REPRESENTATION

Section 1 Non-Employee representation by the FOP/OLCI shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 2 Release time shall be granted for members of the Negotiating and Grievance Committees in compensation for hours spent by each member in negotiations or grievance hearings. The release time shall be granted at a rate of one (1) hour earned and shall be taken at the discretion of the employee provided the release time does not create overtime or does not effect the minimum manpower requirements of Geauga Park District.

Section 3 The FOP/OLCI may schedule meetings on Geauga Park District property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of Geauga Park District. Off-site, rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings. Off duty officers attending those meetings shall not be compensated for their attendance.

Section 4 Reasonable provisions shall be made by the Employer so that bargaining unit members selected by the FOP/OLCI as representatives on their negotiating committee and scheduled for duty may be carried on special assignments for the entire assigned shift for the purpose of negotiating during the term of this Agreement. Upon advanced approval by the Chief Ranger or his designee, time off may be allowed of up to eight (8) hours each week for a maximum of one (1) member of the negotiating committee, designated in advance, during the last sixty (60) days of this Agreement, exclusive of any extensions.

Section 5 The FOP/OLCI delegate shall be authorized an aggregate of three (3) work days of paid leave per calendar year for delegates to use any time during the year to attend FOP/OLCI functions such as, but not limited to, conventions, educational meetings, or conferences. Geauga Park District shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend FOP/OLCI functions in addition to the above mentioned three (3) days.

Section 6 The FOP/OLCI may utilize all aforementioned provisions of this Article by having a Delegate or his designee notify the Chief Ranger as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave. No more than one (1) employee shall be designated by the FOP/OLCI for said leave at any given time.

Section 7 Bulletin Boards Geauga Park District shall provide the Union with a Bulletin Board, provided such Bulletin Board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of the FOP/OLCI, and shall be solely for Union business; and no notice or other writing may contain anything controversial or critical of Geauga Park District or any other institution or of any employee or other person; and upon request from an appropriate official of Geauga Park District, the Union shall remove any notice or other writing that Geauga Park District reasonably believes to be inflammatory or derogatory.

Section 8 The Union Bulletin board shall be kept separate from any other bulletin board which Geauga Park District may have for their purposes.

ARTICLE 7
PROVISIONARY PERIODS

Section 1 Every newly hired employee shall be required to successfully complete a provisionary period. The provisionary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of 12 (twelve) months. A provisionary employee who has lost work time due to illness or injury shall have his provisionary period extended by the length of the illness or injury. A new hire provisionary employee may be terminated at any time during his/her provisionary period and shall have no right to appeal of the termination under this Agreement. In all non-disciplinary matters, the provisionary employee is entitled to Union representation including the Grievance and Arbitration Procedure.

Section 2 A Bargaining Unit Member who is promoted shall be placed on a promotional provisionary period for six (6) months. Should the promoted Bargaining Unit Member fail to satisfactorily complete the promotional provisionary period, he/she shall be returned to his/her original position with no loss of seniority. Said decision shall not be subject to the Grievance and Arbitration procedure.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1 The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms and set forth in this Agreement:

A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure,
B. Direct, supervise, evaluate, or hire employees,
C. Maintain and improve efficiency and effectiveness of operations,
D. Determine the overall methods, process, means, or personnel, by which operations are to be conducted,
E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain employees,
F. Determine the adequacy of the work force,
G. Determine the overall mission of the Department,
H. Effectively manage the work force, and
I. Take actions to carry out the mission of the Department as a governmental unit.

Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement. Those divisions affecting the employee's rights as provided by this Agreement or conditions of the employee's employment may be challenged through the grievance and arbitration procedures of this Agreement. Any items not specifically mentioned in this agreement shall be referred to the Geauga Park District Personnel Policies.

ARTICLE 9
APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

Section 1 The FOP/OLCI recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

Section 2 The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement.

Section 3 It is the Employer's intention that work rules, policies, and directives are to be reasonably interpreted and applied reasonably uniformly to all employees under similar circumstances. Any employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that employee. This challenge shall be subject to the grievance procedure Article 12 - Grievance Procedure.

Section 4 As soon as reasonably possible after the execution of this Agreement, the Employer shall furnish to the FOP/OLCI a copy or copies of the existing written work rules.

Section 5 All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures and directives.

Section 6 The FOP/OLCI recognizes that it is the exclusive statutory duty of the Chief Ranger and the Board of Park Commissioners to establish general rules for the operation of the Department, however, the FOP/OLCI may request that the Chief Ranger and Board of Park Commissioners, or its designee, meet to negotiate the affects of any work rules upon the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit and such request shall be honored in a reasonable time frame.

Section 7 All rights, privileges affecting wages and benefits, and working conditions enjoyed by the Bargaining Unit Member (s) at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 10
BARGAINING UNIT WORK

Section 1 The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

Section 2 Opportunities for off-duty, special duty or special assignments which result from requests by private individuals or groups for security or traffic control shall first be offered to Bargaining Unit Members. When on off-duty, special assignment, Geauga Park District uniforms are to be worn.

Section 3 Off-duty work shall have the prior approval from the Chief Ranger. Thirty (30) day notice shall be given prior to any scheduling changes, except for emergency circumstances.

ARTICLE 11
DISCIPLINE

Section 1 Any bargaining unit member who is demoted, suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action within five days (5) after the occurrence giving rise to such disciplinary action. However, in the case of an investigation such notice shall be given three (3) days after the completion of said investigation. In the case of suspension or discharge, the employee shall be given the right to confer with and have present at any disciplinary hearing a representative of the FOP/OLCI. Disciplinary action taken by the Employer shall only be for reasonable or just cause.

Section 2 Any disciplinary action against a bargaining unit member may be appealed in accordance with the dispute resolution procedure in Article 12 and 13 of this Agreement. Progressive discipline will be used as a method of imposing discipline in steps, with first offense meriting light punishment and subsequent offenses receiving harsher penalties. The progression shall follow the following steps: an oral warning or counseling session, a written reprimand, a suspension and then a discharge. If the offenses are of a serious nature, the Chief Ranger may determine that a different sequence is required.

Section 3 Records of disciplinary action shall have no force and effect nor shall they be considered for any subsequent disciplinary charges in accordance with the following schedule; barring no reoccurrence of the same incident:

Written reprimands - 24 months
Suspensions of four days or less - 36 months

Section 4 Polygraph Examination

No Polygraph examinations or mechanical devices shall be administered unless approved by the Union and the person or persons under questioning or investigation.

Section 5 Under Investigation

The employer will notify the employee prior to any investigatory questioning that they are under investigation for said offense/violation. If a Bargaining unit member finds themselves under possible investigation and or discipline, they will be made aware of their Garrity, Laudermill and Weingarten rights.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1 It is the intent and purpose of the parties of this Agreement that all grievances shall be settled at the lowest step possible pursuant to the grievance procedure specified herein. It is understood by the parties that any employee shall have the right to have an FOP/OLCI representative of his own choosing present at all steps of this procedure.

Nomenclature

Grievance - A grievance shall be defined as a written claim arising under the terms of this Agreement with regard to the interpretation or application of this Agreement, including any and all disciplinary action.

Grievant- The "grievant" shall be defined as any employee or group of employees allegedly harmed as a result of a violation of this Agreement.

Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

Section 2 The following procedure shall apply to the administration of all grievances filed under this procedure:

All formal grievances shall be reduced to writing and shall include the name and position of the grievant, the specific provisions of the Agreement allegedly violated, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the nature of the grievance and the relief sought by the grievant. At each step of the grievance procedure copies of the answer shall be submitted to the grievant and his representative.

Section 3 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such matter informally adjusted without the intervention of the FOP/OLCI, provided that the adjustment is not inconsistent with the terms of this Agreement. Any such informal adjustment shall not be precedent setting or binding upon either the FOP/OLCI or the Employer with regard to future proceedings.

Section 4 Any employee opting to waive FOP/OLCI representation at any step in this procedure shall do so in writing prior to the commencement of the grievance hearing. However, this does not preclude the right and obligation of the FOP/OLCI to have a Business Agent present at all grievance hearings if it so chooses.

Section 5 The time limits specified herein may be waived at any step by mutual Agreement of the parties. Any such waiver shall be reduced to writing and signed or initialed by both parties. If either party fails, at any step, to answer a grievance filed pursuant to this procedure within the specified time limits, said grievance shall be advanced to the next step of the process. In the event any grievance is not filed at the

appropriate step within the time limits specified, said grievance shall be considered dismissed with prejudice.

Section 6 Filing **Step 1**: Any employee, who believes that he has a claim arising under the term of this Agreement with regard to the interpretation or application of this Agreement including any and all disciplinary actions, shall reduce said grievance to writing as provided herein and submit the same within seven (7) days of the date of occurrence or within fifteen (15) days of the date the employee gains knowledge of the occurrence of said grievance to the Chief Ranger. The Chief shall schedule an informal meeting with the employee and his FOP/OLCI representative within ten (10) days from the date the Chief Ranger is informed of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance shall proceed to Step 2 by the grievant notifying the Deputy Director of said Appeal within ten (10) days from the date of the Chief Ranger's decision. The Deputy Director shall give his written answer within ten (10) days of the date the Deputy Director receives the written appeal.

Step 3: If the grievant is not satisfied with the decision at the end of Step 2, a written appeal of the decision may be filed with the Executive Director within ten (10) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Executive Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his FOP/OLCI representative, Geauga Park District's legal counsel and any other party necessary to provide the required information for the rendering of a proper decision. The Executive Director shall issue a written decision to the employee and his FOP representative within ten (10) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure pursuant to Article 13 of this Agreement.

Section 7 A grievant who is demoted, suspended or discharged shall be given written notice immediately regarding the reason for disciplinary action. Any disciplinary action taken by the Employer shall only be for reasonable or just cause.

ARTICLE 13
ARBITRATION PROCEDURE

Section 1 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the FOP/OLCI may submit the grievance to arbitration accompanied with written notice to the Employer. The parties shall attempt to meet prior to arbitration to mutually resolve the issue. If such Agreement is not reached, the parties will promptly request the Federal Mediation & Conciliation Service (FMCS) to submit a panel of arbitrators and parties will choose one by the alternate strike method.

Section 2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3 The hearing or hearings shall be conducted pursuant to the rules of the FMCS.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 4 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 5 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. If no decision is made within 30 days, either party may request the appointment of a new arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 14
WAGES

Geauga Park District recognizes the benefits of hiring prior Law Enforcement officers. In recognition of the experience that comes with a newly hired Ranger with previous experience, the Step Program will reflect said experience as follows:
A newly hired Ranger with five years or less prior Law Enforcement experience will began pay rate at Step 2.
A newly hired Ranger with six years or more prior Law Enforcement experience will began pay rate at Step 3.

All subsequent advances to the next step in scale will be made on the employee's Geauga Park District anniversary date.

Ranger Step-Pay Chart

Steps	2015 Rate	2016 Rate	2017 Rate
Probation	$20.59	$20.59	$20.59
Step 1	$21.59	"	"
Step 2 (Experience <5)	$22.59	"	"
Step 3 (Experience >5)	$23.59	"	"
Step 4	$24.59	"	"
Step 5	$25.59	"	"

Sergeant Chart

Sergeant	2015 Rate	2016 Rate	2017 Rate
12% Above Ranger	$28.66	$28.66	$28.66

ARTICLE 15
SENIORITY

Section 1 Seniority for all bargaining unit members shall be based upon the employee's total service as a Full-Time Ranger with the Employer. The operation of seniority shall prevail for all applicable issues as prescribed herein. All newly appointed (hired) bargaining unit members shall be considered provisionary employees for the first twelve (12) months of employment and shall have no ability to exercise the application of seniority during that period. After successful completion of their provisional period and pursuant to State law, any carry over time recognized as service time shall be used in the calculation for accrual purposes for any other pay benefit, excluding healthcare.

Section 2 The Employer shall furnish to the FOP/OLCI a seniority list upon request but not more often than once per calendar year. For vacation, and other requests for time off, seniority shall be determined by the Bargaining Unit Member's date of hire as listed in this Section.

Section 3 Employees shall bid for fixed shift. Such assignments shall be made on the basis of seniority. Shifts shall be re-bid on a semi-annual basis, and be standard shift duty assignments. Said bidding will occur during the first two (2) weeks of June and the last two (2) weeks of December.

ARTICLE 16
DUTY HOURS

Section 1 The regular work week for all full-time employees of the Employer covered by this Agreement, said work week shall be (40) forty hours in a seven (7) day work week.

Section 2 The normal work week for all full-time permanent employees shall be forty (40) hours. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday. The normal work day shall be eight (8) consecutive hours, or ten (10) consecutive hours for those scheduled to work four (4) days a week.

Section 3 When the employee is scheduled to work ten (10) hour shifts, the employee will stay on this shift length during a week containing a holiday. On the date that a holiday is worked, the employee will be paid at the rate of one and one-half (1½) times the hourly rate for all hours worked. Employees who do not work on the holiday will be paid their typical shift hours for that day. See article 5.

Section 4 The Chief Ranger or his designee will be responsible for the scheduling of all employees, said schedule shall be posted 2 (two) weeks in advance of the effective date of the posted schedule. The employees shift will be from 1500-2300 hours when they must work an afternoon shift immediately followed by working a day shift; with the exception being, in the case of emergency, resulting in "Hold-overs."

Section 5 The term "day" is defined as or equal to:
8 hours on an 8 hour schedule
10 hours on a 10 hour schedule
12 hours on a 12 hour schedule

ARTICLE 17
OVERTIME PAY AND COURT TIME

Section 1 Overtime in the amount of one and one-half (1½) times the employee's regular pay rate shall be paid for actual hours worked in excess of forty (40) hours in a one week seven (7) workday period (Sunday through Saturday) or eighty (80) hours over a fourteen day WORK period for all employees on a 12 hour shift.

This premium pay is calculated by multiplying an employee's current base hourly rate by one and one-half (1½) for all time actually worked in excess of 40 hours in a workweek or in excess of eighty (80) hours over a fourteen day pay period for all employees on a 12 hour shift. The hourly base rate is determined in accordance with District policy. Paid time off on holidays will be considered as hours worked for purposes of calculating overtime in the form of wages or compensatory time. Comp time shall be capped at 120 hours maximum accumulation. Paid time off for any other reason (i.e. sick leave, vacation leave, compensatory time, personal leave, and bonus days) will not be considered as hours worked for purposes of calculating overtime in the form of wages or compensatory time.

Section 2 Whenever approved by the Employer, employees called into work for any time period shall be paid not less than three (3) hours or actual time spent, whichever is greater. When an employee is appearing in court on behalf of the Employer, they shall be paid for actual time spent.

If the department union associate attends any form of disciplinary meeting for another employee, at the request of the Employer, they shall be paid for travel time and actual time spent in the meeting as long as it's not during their regularly scheduled shift.

Section 3

A. When an employee is called to report back to work due to an unscheduled, unforeseen, or emergency situation after the employee has left work upon completion of a regular day's work, the employee shall be paid at one and one-half (1½) times the hourly rate if those hours result in working over forty (40) hours in the workweek or over eighty (80) hours over a fourteen day pay period for all employees on a 12 hour shift.

B. Regularly scheduled shift hours following reporting back are to be paid as straight time.

Section 4 The Employer will afford full defense of the employee if they should ever be audited for submission of worked hours before they were actually performed. This is in respect to submission of time cards before actually working the hours.

ARTICLE 18
UNIFORM ALLOWANCE

Section 1 Effective January 1, 2015 all full-time employees shall receive a uniform allowance issued with a check in February of each year for the amount of $1000 dollars.

Section 2 Vests Bullet proof vests, which will be provided to all full-time Rangers at the Employer's expense, shall be worn while on duty unless prior approval is obtained from the Chief Ranger.

Section 3 Replacement of Uniform and Equipment - Should a Bargaining Unit Member's uniform or equipment become damaged while actively engaged in a particular incident, the Employer shall replace the damaged item(s).

Section 4 In the event the Employer decides to change or alter any uniform item, the Employer shall purchase the initial item or initial alteration. The cost for the initial change or initial alteration shall not be deducted from the employee's uniform allowance.

Section 5 The Employer will provide one cellular telephone per Ranger. The cellular phone will be available for work related phone calls only.

Section 6 If an employee terminates employment with Geauga Park District within 90 days of the allowance being issued, the amount of the allowance will be deducted from their final paycheck, it at all possible. Any remaining amount owed is the responsibility of the employee to reimburse the district within 30 days of termination.

ARTICLE 19
HOLIDAYS

Section 1 All full-time employees shall receive 80 hours of holiday time placed in their leave bank the first day of the first pay of the New Year. The following paid holidays considered as active time worked for the purpose of overtime. The holidays are; New Year's Day; Martin Luther King Day, Columbus Day, Memorial Day, 4th of July, Labor Day, President's Day, Veteran's Day, Thanksgiving, Christmas Day, and any other building closure day associated with the holiday designated by the Geauga Park District Board. Said building closure day will be paid at the normal hourly rate of the employee. Employees must work their scheduled shift before and after the Holiday in order to be eligible for the holiday pay except for authorized absence. No employee shall be scheduled to work both Thanksgiving and Christmas in the same calendar year.

Section 2 Holidays falling on Sunday will be observed on the following Monday, while those falling on Saturday will be observed on the preceding Friday. Supervisors shall determine the workweek when a holiday occurs. Full-time, non exempt employees will receive time and one-half for all hours worked on a holiday and also receive another day off with pay. Requests for holiday and Board designated Building Closure Days associated with holidays off will not be reasonably denied. All denied requests and unused holiday time for this time off will be paid out during the last pay period of year in which the time was requested off up to a maximum of 80 hours.

Section 3 Unscheduled Holiday Hours - Employees called in for, or offered overtime for a holiday not previously scheduled will be compensated at the following rates: Regular straight time pay for the holiday plus pay at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on the holiday.

ARTICLE 20
VACATIONS

Section 1 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service Weeks

Years of Service	Vacation	Accrual Rate/ Bi-weekly
After 1 year	80 hours	3.1
After 8 years	120 hours	4.6
After 15 years	160 hours	6.2
After 25 years	200 hours	7.7

Section 2 After one (1) year of service with the District, the full time employee shall have earned eighty (80) hours of vacation leave with full pay as shown in the graph above. One (1) year of service vacation shall be computed on the basis of 26 pay biweekly pay periods. After the initial issuance of vacation hours at the one (1) year of service time, the employee will begin to accrue vacation based on his/her accrual rate.

Vacation time shall be taken at a time approved by the Employer. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another Geauga Park District department should he/she accept such a transfer. Vacation time will be computed via hours earned.

Section3 The employees shall take vacation leave during the year in which it accrued prior to the next recurrence of the anniversary date of employment. The Executive Director may permit an employee to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Vacation leave that exceeds the three (3) year limitation is lost. Any vacation request made and denied, the employee shall be paid out during the pay period of the requested time off for all time over the bankable limit. There is no statutory authority to pay for unused vacation leave except upon termination of employment or death.

Section 4
Upon termination of employment for whatever cause, an employee, or in case of death, the employee's estate, shall be compensated in one sum for the unused vacation leave accumulated up to the time when employment ceased, but in no event shall accumulation exceed the three (3) year limitation.

ARTICLE 21
HEALTH CARE

Section 1 Geauga Park District provides health, medical and dental insurance to all full time employees. The Board of Park Commissioners' will determine the Employee's contribution rate on an annual basis. The Employer may substitute an equal or improved health care policy during the term of this Agreement. This policy is effective for all regular full-time employees the first of the month following a sixty (60) day waiting period from the date of hire.

Section 2 Each employee covered by this insurance should have a copy of the benefits provided and may obtain a copy of the policy at the Human Resource Manager's Office.

Section 3 All employees of Geauga Park District who refuse the above insurance plan must do so by signing a waiver.

Section 4 The Geauga Park District will provide a $20,000 term life insurance policy for all regular full-time employees. This level of term life insurance is tax exempt. IRS code (79), the employee will be covered the first of the month following a one hundred twenty (120) day waiting period from the date of hire. The employee must designate a beneficiary of the insurance policy.

Section 5: In the event the employee leaves Geauga Park District employment, insurance coverage extends only through the end of the month in which the employee terminates. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and their dependents may be eligible to continue group health care coverage.

ARTICLE 22
SICK LEAVE AND OTHER LEAVES

Section 1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or non work related injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.
An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason which renders the employee unable to perform, within four (4) hours of his scheduled shift. Failure to notify the supervisor in the above allotted time shall result in the sick leave being without pay.

Section 2 Employees accrue sick leave at the rate of 3.7 hours of sick leave credit for each eighty (80) hours worked (or while in active pay status) up to a maximum of 96.2 hours per year. Unused sick leave shall be cumulative without limit. In addition, unused sick leave credit earned in Ohio public service within ten (10) years of an employee's re-employment, will be credited to his/her current sick leave credit upon proper verification. Paid sick leave shall not exceed the amount of time an employee would have been regularly scheduled to work in any pay period.

Section 3 Sick leave may be used in segments of not less than one (1) hour.
After an employee uses 3 days of sick leave (without a Doctor's note), they will be required to produce a Dr's excuse for any further use of sick time. If no Doctor's excuse is produced (within 3 business days of the return to work), a written warning will be issued to the employee and the employee will not be paid for the time used.

Any subsequent use of sick time (without a Doctor's note will result in further disciplinary action. Second use without a note, no pay for hours used and 1 day suspension. Third use of time without a note, no pay and 2 day suspension. Fourth use of sick time without a Doctor's note will result in termination.

Section 4 If the employee fails to submit adequate proof of illness or injury upon request of the Employer, or in the event that upon such proof as is submitted or upon the report of medical examination the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 5 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as described by this Agreement. The Employer may require an employee who has been absent due to personal illness or non-work related injury, prior to and as a condition of his/her return to duty, to be examined by a

ARTICLE 22 SICK LEAVE AND OTHER LEAVES Cont.

Physician designated and paid for by the Employer, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health and safety of other employees.

Section 6 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children (including foster or step children) or parents, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents and grandchildren. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 7 Bereavement Leave

A. The Geauga Park District will grant bereavement leave with pay in accordance with the guidelines established. Such leave is to be used for an employee to attend the funeral and/or properly attend to pre and post arrangements involved when the death of a family member occurs. Bereavement leave will be deducted from an employee's available sick leave.

Employees shall be granted bereavement leave to be based on the circumstances in each case according to the following criteria:

1) Bereavement leave of (8) hours will be granted for the death of an employee's aunt, uncle, or in-law such as spouse's grandparent, brother-in-law or sister-inlaw.

2) Bereavement leave of up to sixteen (16) hours will be granted for the death of an employee's grandparent or grandchild.

3) Bereavement leave of up to twenty four (24) hours will be granted for the death of an employee's brother, sister, father-in-law or mother-in-law.

4) Bereavement leave of up to forty (40) hours will be granted for the death of an employee's spouse, child, father or mother (or legal equivalent thereof; i.e. guardian, step status).

If needed, supplementary leave time, such as vacation leave, may be used with approval of the employee's immediate supervisor.

The Executive Director/Designee has the sole and exclusive right to extend any of the afore mentioned leave periods either with or without pay.

ARTICLE 22 SICK LEAVE AND OTHER LEAVES Cont.

Bereavement leave is NOT compensable when you are on an unpaid leave of absence. Bereavement leave IS compensable while on paid time off (i.e. vacation, personal, compensatory, sick) if approval is received from the employee's supervisor.

Bereavement leave shall be considered excused use of sick time when considering sick time bonus days.

Section 8 Jury Duty/Witness Duty Leave

Employee members, while serving upon a jury in any court of record, shall be paid at his/her regular salary rate for each of his/her work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the employee/juror shall be retained by the Employer.

Section 9 Military Leave

Employees who have completed 180 actual working days shall be granted ~~an~~ unpaid leave of absence for military duty in accordance with State and Federal laws and local ordinances, and may not be renewed or extended beyond six (6) months. Unpaid leave may be granted for a maximum period of two (2) years for the purpose of education, training or specialized experience which would be of benefit to the Employer by improving performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to a similar position which he formerly occupied, or to a similar position if his former position no longer exists. He/she may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by both the FOP/OLCI and Employer.

Section 10 Leave Without Pay

Temporary leave without pay may be approved upon the request of the employee. For good cause shown, such leave without pay will not unreasonably be denied.

The Executive Director may, upon written request, consider a request for a personal leave of absence without pay. Such leave is permissive and is at the sole discretion of the Executive Director. All employees may be authorized, with approval of the Executive Director, to take an unpaid leave of absence for personal (non-medical) reasons, without loss of employment rights. An employee, while on such a leave of absence, is in an inactive pay status and thus exempt from vacation, hospitalization, and all other benefits. This leave of absence is limited to a maximum duration of three (3) months. Upon the employee's return to work, the District retains the right to place the employee into the same or similar position at the same or similar wage.

Section 12 Sickness, Illness, or Injury Leave

An employee who is unable to work due to sickness, injury, or illness who has exhausted all available leave, shall be granted leave without pay for up to six (6) months. In addition to provisions of Family/Medical Leave (FMLA), an employee may be granted a medical related personal leave of absence without pay for up to six (6) months if illness or injury is not covered by FMLA. Such leave is permissive and proper documentation is required. A physical examination by a licensed physician at the employee's expense may be required prior to the granting of such leave without pay. Information will be requested and received by the Human Resource Manager in accordance with HIPAA regulations and guidelines. The employee may choose to use earned vacation time or compensatory time in lieu of leave without pay. The granting of such leave is at the sole discretion of the Executive Director. During such a leave of absence without pay, the employee will be in an inactive pay status and thus exempt from vacation, health insurance, and all other benefits. The employee has the option to purchase hospitalization coverage through the county for a three (3) month period while in an inactive pay status, providing that the employee has been covered through the District prior to the leave.

If the leave extends beyond the three-month period, and the employee has been covered by the District hospitalization plan during this period, the employee has the option of converting the District's hospitalization coverage to an individual policy at the employee's expense. If the employee terminates, he/she may be eligible for hospitalization under the Federal COBRA law. If the disability extends beyond the six (6) month period, the employee may then be given a disability separation.

The employee who is given a disability separation has reinstatement rights for five (5) years. The Executive Director may require a physician's statement that the employee can perform the duties of the position and/or require an examination and certification from a physician of the District's choosing at no cost to the employee. If the employee recovers and wishes to return to work from the leave within five (5) years, he/she will be reinstated within thirty (30) days after making written application if suitable work is available.

Section 12 Retirement Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to twenty-five (25%) percent of the value of his/her accrued but unused sick days.

Section 13 Injury Leave

13 a. When an employee is injured in the line of duty, he/she shall be eligible for a paid leave not to exceed seven (7) calendar days, provided he/she files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he/she would ordinarily receive as their weekly compensation

as determined by law for those number of weeks he/she receives benefits under this Article.

13 b. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid for by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The Bargaining Unit Member at the employee's expense can have a second opinion; if that opinion is in conflict with the first opinion, a third that shall then be used to decide the claim, the physician used for the final opinion shall be determined mutually and the expense shall be shared equally between the Employer and the employee

Section 14 Maternity Leave and Personal Leave

Maternity leave shall be granted as an approved leave of absence but subject to the following conditions pertaining thereto:

15a. Maternity leave shall be granted at childbirth or as ordered by her physician.

15b. Maternity leave shall be granted to any Bargaining Unit Member upon her request according to the Family Leave Act.

15c. Twelve weeks of unpaid maternity leave may be taken. Employees eligible for leave are those who have worked for at least twelve (12) months for the Employer from the time the leave was requested. Paid vacation, sick, or personal leave may be substituted for any part of the twelve (12) week leave.

15d. In any event, benefits to which a Bargaining Unit Member is entitled shall not cease during any portion of the maternity leave period.

Section 15 Personal Leave

15a) All employees shall, in addition to all other leave benefits, be granted 24 hours of personal leave time on the first day of the first pay period of December. Employees will follow the Geauga Park District Employee policy manual regarding personal time use.

15b.) Personal days shall only be taken with the advance approval of the Employer.

15c.) Personal Days are not cumulative. Personal leave, which is not used during the designated pay periods, will be paid out to the employee in the first pay of December, or may be added to the employee's accumulated sick leave total at the employee's written request.

15d.) Work Cancellation Days The Director or designee may declare a work cancellation that necessitates the closing of a facility(s). Employees will be entitled to pay for hours when they would have otherwise worked during the period declared as a work cancellation. Full-time, non-exempt employees who are required to work during a work cancellation will receive pay for actual time spent at their time and one-half (½) rate of pay.

15e.) Tardiness, leaving work early, or failure to report for work on days when weather conditions interfere, but when no emergency has been declared, will be charged to personal leave time or as leave without pay at the discretion of the employee's supervisor. Inclement weather shall not be considered as a valid reason for use of sick leave.

ARTICLE 23
LAYOFFS/RE-CALLS

Section 1 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 2 In the event of a layoff or Job Abolishment situation, all part-time employees shall be laid off first, then members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off). A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

Section 3 A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Any layoff which the Employer deemed necessary in accordance with O.R.C. 124 shall be a management right. However, should a full-time Bargaining Unit Member be laid-off, they shall have the right to displace a part-time employee. Should employment conditions improve, the displaced full-time Bargaining Unit Member shall be returned to full-time status.

ARTICLE 24
DETRIMENTAL FORCE

In the case of a detrimental force, the involved member shall be placed on administrative leave, without loss of pay or benefits, pending the results of the investigation.

ARTICLE 25
OUT OF WAGE CLASSIFICATION

When a member of the Bargaining Unit is assigned to work out of their classification, said employee shall be paid at the hourly rate of the specific employee whose classification he/she temporarily fills, or their own rate of pay, whichever is greater.

ARTICLE 26
PERSONNEL FILES

Section 1 Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records.

Section 2 Every Bargaining Unit Member shall be allowed to review the contents of his/her personnel file at reasonable times, upon written request, except that any Bargaining Unit Member involved in a grievance or disciplinary matter, shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit Member.

Section 3 All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Human Resource office. The affected Bargaining Unit Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any Bargaining Unit Member's personnel file.

ARTICLE 27
LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 1 The Labor Management and Safety Committee shall consist of Deputy Director, the Human Resource Manager, the Chief Ranger or designee, a member of the bargaining unit, and the Union Representative if needed. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party. The parties will discuss pending issues and to promote a more harmonious Labor/Management relationship and to discuss ways to improve efficiency within the Department. The Employer and the FOP/OLCI shall comply with all applicable Federal and State laws, rules, and regulations with regard to safety.

ARTICLE 28
DURATION

Section 1 This Agreement shall become effective the first day of January, 2015 and shall remain in full force and effect through the last day of December 2017. Any amendments to this Agreement, to be binding on the parties hereto, shall be written, signed by the parties and attached to an original, executed copy.

Section 2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this the ____ day of.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.	FOR GEAUGA PARK DISTRICT
2/8/15	
02/08/15	