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AGREEMENT

BETWEEN THE

**BOARD OF PARK COMMISSIONERS OF THE
MILL CREEK METROPOLITAN PARK DISTRICT**

AND



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

PATROL OFFICERS

**EFFECTIVE: April 1, 2016
EXPIRES: March 31, 2019**

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PREAMBLE

Section 1. Parties. This Agreement is made and entered into by and between the Mill Creek Metropolitan Park District, hereafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., FOP/OLC, hereafter referred to as the "Union."

Section 2. Purpose. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union, and to enable employees covered by this Agreement to participate through Union representation in the establishment of wages, hours, and other terms and conditions of their employment.

ARTICLE 1 RECOGNITION

Section 1. Included. The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP/OLC") as the sole and exclusive representative for all full-time police officers employed by the Employer, subject to applicable exclusions set forth in O.R.C. Sections 4117.01 (C), 4117.01 (F)(2) and 4117.06(D)(6), and excluding all other employees.

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

Section 2. Excluded. All management level, supervisory, and confidential employees as defined in the Act, seasonal, part-time, temporary, intermittent, and casual employees as defined by the Board, and any classification not specifically included in those above, shall be excluded from the Union.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Except as expressly limited by this Agreement, the Employer has the sole and exclusive right to manage the operations and administer the business of the Employer, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the right to (1) hire, discharge, transfer, suspend and discipline employees for just cause; (2) determine the number of persons required to be employed or laid off; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all rules and regulations not in conflict with the provisions of this Agreement; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9)

determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) consolidate, merge, sub-contract, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; (14) determine the methods, processes, means, and personnel by which government operations are conducted; and all other rights and responsibilities as listed in Section 4117.08 (C) of the Ohio Revised Code. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive right of the Employer with respect to matters of general managerial policy. Any action taken by the Employer pursuant to its reserved authority hereunder shall be consistent with the provisions of this Agreement.

Section 2. All employees covered by this Agreement are further required to abide by all policies and procedures in the Policy Procedure Manual and as they may be revised or added to from time to time.

ARTICLE 3 **PROBATIONARY PERIOD**

~~4-3~~ **Section 1. Probationary Period.** A newly hired full-time regular employee shall normally serve a probationary period of twelve (12) months during which time he may be dismissed at the discretion of the Employer without recourse. Extended absences of five (5) working days or more during probation shall extend the probationary period by the actual number of days of absence. The Employer, at its sole and exclusive discretion, may extend an employee's probationary period for up to an additional six (6) months by providing notice to the employee or the Union of doing so. Such notice may be provided at any time prior to the completion of eighteen (18) months of service.

Section 2. Discipline During Probation. During the probationary period the employee may be removed or disciplined without restriction at the sole and exclusive discretion of the Employer. Probationary discipline, reductions, and/or removals are not subject to the grievance procedure or any other avenue of appeal.

Section 3. Benefit Eligibility During Probation. A probationary employee shall be eligible for paid holidays and check-off and to accrue sick leave beginning with the date of hire, and shall be eligible for insurance and use of accrued sick leave sixty (60) calendar days from the date of hire.

ARTICLE 4 **DUES CHECK OFF AND FAIR SHARE FEE**

Section 1. Dues Check-Off. The Employer will deduct from the wages of the eligible full-time employees who are members of the Union their Union dues, initiation fees, and/or assessments upon the written authorization of the respective employees. The amounts to be deducted shall be certified to the Employer by the Union on the form to be provided by the Union, and the Employer agrees it shall remit monthly to the Union the aggregate deductions of all such employees together with an itemized statement of such deductions. The deduction will

commence with the next full pay period following the date on which the Union informs the Employer that the employee has become a Union member.

Section 2. Revocation and Termination of Dues Check-Off Authorization. The authorization of dues check-off may be revoked by furnishing the Employer or its Executive Director a Notice of Revocation within thirty (30) days prior to the end of any calendar year during the term hereof, on the form to be provided by the Union, signed and dated by the employee. A copy of the Notice of Revocation will be furnished to the Union upon receipt thereof by the Executive Director or the Employer. Such revocation shall become effective thirty (30) days after receipt by the Employer of the signed Notice of Revocation. The authorization of dues check-off with respect to any employee transferred out of the bargaining unit shall automatically terminate on the first day of the month succeeding such transfer.

Section 3. Fair Share Fee. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The aggregate amount of all such deductions from members and non-members shall be remitted monthly to the Union, by the Employer, with an itemized statement of such deductions. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code Section 4117.09(C).

Section 4. Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of Sections 1 through 4 of this article, or in reliance on any certification or form furnished by the Union. The Union assumes full responsibility for the disposition of the monies deducted pursuant to this section once such monies have been turned over to the properly designated official of the Union.

ARTICLE 5

NEW/ADJUSTED DUTIES AND POSITIONS

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

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

Section 1. Composition of Committee. In the interest of promoting harmonious relations, there is hereby created a Labor- Management Committee, consisting of three (3) representatives of the Union and three (3) representatives of Management. Other individuals may be invited to attend the meetings on an ad hoc basis, should both parties reasonably believe such individual or individuals have information reasonably related to the discussion of and resolution of issues to be addressed by the Committee.

Section 2. Scheduled Meetings and Compensation. For the life of this Agreement, the Committee shall meet at least once quarterly, and at a mutually convenient time for the parties. The parties may call additional meetings of the Committee by mutual consent. If the meetings of the Committee are scheduled during normal working hours, employees shall be paid for their attendance at the meetings. However, should the meetings exceed the normal working hours of those employees, such time shall not be calculated or considered as hours worked, and any employee attending the meeting shall not be paid overtime or otherwise compensated for any time spent in the meetings beyond normal working hours.

Section 3. Meeting Agenda. Not less than five (5) working days in advance of the scheduled meeting, the parties shall exchange a list which shall include the names of those individuals who shall be in attendance at the meeting, as well as a summary of each of the issues proposed to be discussed.

Section 4. Purpose/Permissible Subjects for Labor Management. The purpose of the Committee created herein is to promote sound relations between the parties. To that end, the parties may discuss the following items:

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

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

ARTICLE 7
NONDISCRIMINATION

Section 1. In matters of employee disability or handicap, the parties acknowledge that the

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

Section 2. The parties agree that there shall be no unlawful discrimination in the administration of this Agreement based on race, color, religion, sex, national origin, age, military status, veteran's status, ancestry, genetic information, or disability. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative (e.g., OCRC or EEOC) action or legal action is filed, such grievance shall be tolled until the disposition of the external action.

Section 3. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 8 **JURY DUTY**

Section 1. Jury/Witness Duty. An employee who is required to report for jury duty or to testify under subpoena as a witness in a court proceeding on behalf of the Employer (non-criminal) on days which he would otherwise have worked will be paid an amount equal to the difference between the amounts he receives as jury pay or as witness pay and his regular wages which he would have earned had he worked as scheduled. Upon the completion of or release from Jury or Witness Service, an employee shall be required to report for the remainder of his scheduled workday.

Section 2. Payment Procedures. In order to receive such allowance, such employee shall submit evidence provided by the court of his pay while on jury or witness duty and shall be available to work during hours he is not scheduled to report for jury or witness duty.

ARTICLE 99 **HOURS OF WORK AND WORK SCHEDULES**

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees, creating or using part-time, seasonal, intermittent, or other types of personnel or individuals to fulfill its operational needs. This article is intended to be used as the basis for scheduling and shall not be construed as a guarantee of work per day or per week or a restriction on the operational authority of the Employer.

The parties agree that the Employer will continue establishing those shifts available for bid by unit members and members will be permitted to exercise their seniority to select shift preference.

This process shall not prohibit the Employer from making shift adjustments based on its determination of operational needs.

Section 2. Workweek. The normal workweek for a full-time regular police officer shall be defined as seven (7) days beginning on Monday at 0600 hours and ending the following Monday at 0559 hours and shall normally consist of five (5) days of work. Wherever possible, these days shall be consecutive. Exceptions may occur because of the continuous nature of police operation requiring seven-day-a-week, 24-hour schedules.

Section 3. Workday. The normal workday for a full-time regular police officer will consist of eight (8) hours of work within a 24-hour period starting at the beginning of the employee's shift. Wherever possible, the eight (8) hours will be consecutive. Normally, each employee shall be assigned a regular work shift with established starting and quitting times, provided that the Employer may temporarily change the shift and starting and/or quitting time(s) of any employee based on operational need in the Employer's sole and exclusive discretion.

Section 4. Schedules. Work schedules showing employees' shifts, workdays, and hours shall be posted weekly. The schedule will normally be posted by Thursday of the week preceding.

ARTICLE 10 **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. It is mutually understood that the prompt presentation, adjustment, and answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees.

Section 2. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only the explicit and express written provisions of this Agreement.

Section 3. Time Limits. All grievances must be processed at the proper step in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance may be settled by mutual agreement between the Employer and the Union, which settlement shall be binding upon all concerned. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer, or default rejection if applicable. Any grievance not answered by the Employer within the stipulated time limits shall be deemed to have been answered in the negative and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended only by mutual written consent of the parties, and are to be strictly enforced. Any grievance not presented within the time limits set forth in this article shall not be entitled to consideration.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description and incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Any grievance that does not contain the above listed information shall be considered defective and shall not be eligible for processing through the grievance procedure.

Section 5. Group Grievances. Any member of the bargaining unit or the Union may file a grievance, provided there is approval by the Union Grievance Committee as set forth in Section 6. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 6. Union Grievance Committee. The Union may designate one (1) employee as associate. The name of the employee selected as associate shall be certified in writing to the Employer by the Union annually and/or when changed. The individual so certified shall constitute the Union Grievance Committee. Meetings of the Grievance Committee with representatives of the Employer may be held during non-working hours. The purpose of such meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances.

Section 7. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance and provided the Union Grievance Committee has voted to permit the grievance to go forward to Step 1, each grievance shall be processed in the following manner:

Step 1 – Supervisor: The grievant(s) may take up the grievance or dispute with the employee's immediate supervisor within five calendar (5) days of the date of the incident giving rise to the grievance. The grievance will be presented in writing upon the form provided by the Union to the Supervisor, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The supervisor shall attempt to adjust the matter and shall either respond to the grievance or schedule a meeting to discuss the grievance, and respond in writing to the employee or employees within five calendar (5) days of his receipt of the grievance, or five (5) calendar days of the meeting, if a meeting is held.

Step 2 – Executive Director/Designee: If the grievance is not settled at Step 1, it may be presented in writing on a form provided by the Union, to the Executive Director/Designee, within seven (7) calendar days of receipt of the Step 1 answer or default rejection. The Executive Director/Designee shall either deny the grievance or schedule a meeting with the

grievant, with or without a union representative as the employee may choose, and his immediate supervisor within fourteen (14) calendar days of submission of the grievance to Step 2. Any meeting as a result of this step in the grievance procedure will be held at a time other than during the grievant's scheduled work shift, immediately after the employee's quitting time whenever possible, unless the Executive Director/Designee determines otherwise. If a meeting is held, the Executive Director/Designee shall provide a written response to the grievant(s) within five (5) working days of such meeting.

Step 3 - Arbitration: Grievances not satisfactorily settled in Step 2 may be appealed to arbitration by filing with the Executive Director a written notice of appeal identifying the grievance and signed by a staff representative of the Union, and by filing a joint request for a panel of Ohio arbitrators from FMCS within fifteen (15) days from which the notice of appeal is sent. The notice of appeal shall be filed within thirty (30) days after receipt of the decision in Step 2. If the notice of appeal and FMCS panel request is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2.

Once the panel of arbitrators is submitted to the parties, each party shall have thirty (30) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. In the alternative to the above procedure, the parties, by mutual agreement may agree to the selection of an arbitrator.

Section 8. Arbitration Process/Authority of the Arbitrator. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance. The arbitrator's function is to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.

The arbitrator shall have no jurisdiction or authority to establish any wage structure, or to enlarge, for any reason except by agreement of the parties, any of the time limitations contained in this Agreement.

The arbitrator shall be without power or authority to make any decision: (a) contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws; (b) contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement; (c) that orders any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices; or (d) that establishes any new or different wage rates not negotiated as part of this agreement.

The arbitrator in making any awards is restricted to actual, net out-of-pocket losses incurred by the employee, and in formulating any back pay award, shall make deductions based upon, for example but without limitation, unemployment compensation received or receivable and any amount paid to or receivable by the employee as wages in any other employment.

Section 9. Decision/Fees/Expenses. The decision of the arbitrator shall be final and binding upon the Union, the employees, and the Board, subject to review under the Ohio Revised Code, and, unless the parties agree otherwise, must be rendered within thirty (30) days from the close of the hearing.

Any cost involved in obtaining the list of arbitrators shall be equally divided between the Board and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Board. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party requesting a reporter. Such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 10. Mediation. Mediation of Grievances - After the exhaustion of the procedure set forth in Step 2 above, either party may request of the other party that the grievance be submitted to mediation in an attempt to reach resolution. If the parties mutually agree to mediation, a representative of the Federal Mediation and Conciliation Service, who shall be mutually agreeable to the Employer and the Union, or any other mediator upon which the parties may agree, shall be called upon to assist the parties. Representatives of the Employer and the Union will continue to attempt to settle the grievance with the advice and assistance of such mediator, it being understood that the mediator will not decide the issue. If the grievance is not resolved within forty-five (45) days of the Park District's decision in Step 2 above, then the matter may be appealed to arbitration in accordance with Step 3. In the event the parties agree to use the alternate procedure set forth in this paragraph, the written notice of appeal to arbitration provided in Step 3, to be timely, must be filed within forty-five (45) days after receipt of the decision in Step 2. If it is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 2. Any expenses incident to the service of the mediator shall be shared equally by the Park District and the Union.

ARTICLE 11 **DISCIPLINE**

Section 1. Forms of Discipline. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit as provided herein. Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Reduced Pay Suspension (i.e., pay is reduced for the period of the suspension, but shall not be reduced below minimum wage).
6. Demotion.
7. Discharge.

An employee who is given a suspension of record (i.e., working suspension) shall be required to report to work to serve the suspension and shall be compensated at minimum wage for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, negligence, insubordination, violation of work rules and personnel policies, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming of a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, and other misconduct as determined by the Employer shall be cause for disciplinary action.

Section 3. Disciplinary Records/Appeals. An employee subject to discipline involving any suspension, demotion, or discharge shall have the ability to contest such action through the grievance and arbitration procedures. Disciplinary actions involving no loss in pay shall be subject to the grievance procedure, but are not eligible for arbitration. Records of prior discipline shall cease to have force and effect within two (2) years from the date of issuance, provided that there have been no intervening disciplinary events.

Section 4. Employee Signature. All reprimands and complaints entered into an employee's file shall be signed by the employee with a copy to the associate. In the event an employee refuses to sign such documents, a notation will be made on the document of the employee's refusal to sign. Such refusal may be deemed insubordination, in the sole and exclusive discretion of the Employer, and the employee may be subject to further discipline as such.

Section 5. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

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

ARTICLE 12
PERSONNEL FILES

Section 1. Personnel Files. Personnel files fall within the Ohio Public Records law and may be

subject to public inspection in accordance with the Ohio Revised Code. Bargaining unit members shall have access to their personnel files during non-working hours upon reasonable advance request.

ARTICLE 13 **SENIORITY**

Section 1. Seniority Defined. Generally, seniority will be computed by an employee's total length of uninterrupted continuous full-time service from the hiring date as a full-time employee. For all other purpose set forth in this Agreement, "seniority" shall be defined as follows:

- A. **Total Seniority.** Total seniority shall be defined as an employee's total length of uninterrupted continuous full-time service with the Employer.
- B. **Departmental Seniority.** Departmental seniority shall be defined as an employee's total length of uninterrupted continuous full-time service as a sworn police officer with the police department, and shall be used only for purposes of effecting layoffs and recalls from layoffs.
- C. **Bargaining Unit Seniority.** Bargaining unit seniority shall be defined as an employee's total length of uninterrupted continuous full-time service as a sworn police officer of the Employer in the bargaining unit.

Section 2. Breaks in Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within seven (7) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence;
- F. Movement to a non-bargaining unit position, and,
- G. A resignation.

ARTICLE 14 **REDUCTION IN FORCE**

Section 1. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff, furlough, reduction in hours, or job abolishment) is necessary, the Employer shall notify the employee(s) in the affected classification in writing at least fourteen (14) calendar days prior to the date of the reduction. Such notice shall indicate the circumstances necessitating the reduction, and the Union shall receive copies of all notices.

Section 2. Procedure. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such a reduction shall occur by departmental seniority within the affected classification. Subject to ability and fitness to do the required work, layoffs

shall be in order of departmental seniority, within the affected classification, employees having the least departmental seniority being the first to be laid off.

Section 3. Recall Rights. Employees who are laid off shall be placed on a recall list for a period of one (1) year. During the period of layoff, the employees shall not accrue, but shall retain, their seniority for the period of up to one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are qualified to perform the work for which they are being recalled..

Section 4. Required Certifications and Training. In order to be considered for recall, police officers must have a current and valid Ohio Peace Officer Training Certificate. If OPOTA requirements change within the one (1) year period, the Employer will provide to recalled officers the opportunity to receive necessary training.

Section 5. Recall Notice. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the receipt of the recall notice in which to report for duty.

Section 6. Notice/Procedure for Furloughs/Hour Reductions. In the event the Employer determines that a furlough or hour reduction is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than thirty (30) days, of the planned furlough or hour reduction. Such notice will indicate how the furlough or hour reduction is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Upon the request of the union the Employer agrees to meet for the purposes of discussing the planned action under this section and any alternatives or adjustments to the action as provided in the notice.

The Employer agrees to offer employees the option to voluntarily take unpaid furloughs or an hour reduction prior to implementing any involuntary hour reduction or unpaid furlough time. For unpaid furloughs, once the number and extent of the involuntary unpaid furlough time is determined, employees will be required to schedule their applicable amount of furlough time by total seniority within the affected job classifications, but subject to the approval of and operational needs of the Employer. For hour reductions, once the number and extent of the hour reduction time is determined, employees will be subject to the hour reduction in inverse order of total seniority so that the least senior member within the affected classification is subject to the hour reduction first, up through the amount of members that the Employer determines the total hour reduction will apply.

ARTICLE 15 **VACANCIES**

Section 1. Job Vacancies. Nothing in this language shall obligate the Employer to post, fill, or complete a hiring process where it, at any point in time, determines that it does not wish to fill a position. Where there is a vacancy in an existing job within the bargaining unit, and the

Employer determines that such vacancy may be filled, or a new job is created within the bargaining unit, employees desiring to express interest in filling such job may do so, as follows:

Section 2. Posting Period/Application Submission. Any vacancy in a full-time job within the bargaining unit for which the Employer is seeking applicants shall be posted on the Police Office bulletin board for a period of one (1) week (seven (7) calendar days). Employees interested in filling the vacancy may indicate their interest by completing and submitting a job application.

Section 3. Evaluation of Applicants. The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities, past work record, references, or other categories deemed job related and consistent with business necessity as determined by the Employer. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer, at its sole and exclusive discretion, may select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all internal applicants with respect to the requirements of the open position. The Employer, at its sole and exclusive discretion, may also determine that it will not fill the position internally.

ARTICLE 16 **OVERTIME**

Section 1. The Employer, at its sole and exclusive discretion, shall determine the need for overtime work. Nothing herein shall preclude the Employer from attempting to avoid the necessity for overtime.

Section 2. Fair Labor Standards Act - Section 207(k). The Employer has declared, pursuant to Section 207(k) of the Fair Labor Standards Act and 29 C.F.R. Part 553, that work periods for all police officers will be fourteen (14) consecutive days in length, coinciding with the Employer's present pay periods, and starting at 6 a.m. on Monday, July 7, 1986. Overtime compensation will be paid at the rate of time and one-half (1 1/2) the normal hourly rate of overtime work performed in excess of eighty (80) hours in a fourteen (14) consecutive day work period.

Actual hours of work in excess of eighty (80) hours during the employee's work period as defined herein shall constitute overtime.

Section 3. Overtime Scheduling. Dependent upon the type of overtime work involved, overtime work will be distributed as fairly and equitably as possible among the employees over a reasonable period of time. Employees shall be notified of the scheduling of overtime work as far in advance as conditions and situations permit. Full-time police officers who would like the opportunity to be considered for overtime assignments on a "call out" basis occurring as the result of unscheduled call-offs by full-time officers on the full-time schedule, may inform the Chief of their availability, in writing. A sheet for such purpose will be posted near the Chief's office. The sheet will be of a continuous nature. These full-time police officers can be added or deleted at any time by notifying the Chief in writing. When overtime is required as the result of

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

Section 4. No Pyramiding of Overtime. There shall be no duplication (that is, no pyramiding) of overtime payments for the same hours worked.

Section 5. Hours Worked Defined. Vacation hours shall count as time worked for the purpose of computing overtime pay.

Section 6. Emergency Work. Emergency work is defined as work due to a sudden or unexpected occasion of an emergency nature, such as a riot, missing person, or natural disaster which, in the judgment of supervision, requires immediate attention to protect life or property. Emergency work does not include work required to fill in for the absence of another officer. All employees must be willing to participate in emergency work as it may occur from time to time. Dependent upon the type of emergency work involved, all emergency work will be distributed as fairly and equitably as possible among the employees who normally perform the work involved.

Section 7. Call-Out-Pay. An employee called out for work occurring outside his regular working schedule shall be paid the applicable rate for each hour worked on such call-out, with a minimum of two (2) hours work or pay. If the call-out is for emergency work as defined in Section 6 herein, the employee shall be paid the applicable hourly rate for each hour spent on emergency work with a minimum of two (2) hours work or pay. Hours which abut an employee's regular shift are not subject to the above minimum requirements.

Section 8. Court Time. Court time is time spent by the employee attending court appearances outside of regular work hours. Court time hours are compensated at the applicable rate of pay. Employees will be paid a minimum of three (3) hours pay, or actual time, whichever is greater, at the applicable hourly rate for court appearances outside of regular work hours. Hours which abut an employee's regular shift are not subject to the above minimum requirements.

Section 9. Compensatory Time. An employee may take compensatory time in lieu of overtime for any combination of overtime hours resulting from work performed in excess of eighty (80) hours per work period or for court time which would otherwise be compensated at one and one half (1 1/2) times the employee's regular hourly rate. Compensatory time shall be used in eight (8) hour increments. Bargaining unit members shall attempt to submit requests for compensatory time off with a minimum thirty (30) days advance notice of the date being sought. Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the compensatory time request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the

ability to schedule such time off or pay off compensatory time accrual. Where less than thirty (30) days notice is provided, requests for compensatory time use may be approved at the sole and exclusive discretion of the Executive Director/designee.

ARTICLE 17
SCHOOLS AND SEMINARS

Section 1. State or Federally Required Schools and Seminars. Attendance at any school or seminar session required by State Law or Federal Law will be compensated at the applicable pay rate in accordance with Article 16, Section 2, Overtime.

Section 2. Employer Required Schools and Seminars. Attendance at any school or seminar session required by the Employer will be compensated at the applicable rate of pay.

ARTICLE 18
EXTERNALLY SPONSORED EVENTS

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

ARTICLE 19
HOLIDAYS

Section 1. Recognized Holidays. The following days shall be recognized as paid holidays for full-time regular employees:

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

Section 2. Holiday Pay Eligibility. For each of the foregoing holidays, an employee will receive eight (8) hours pay at his regular rate whether or not he is scheduled to work on said holiday; provided, however, that in order to qualify for holiday pay the employee must work as scheduled on his last scheduled day before the holiday is observed and his first scheduled day after the holiday is observed; and provided further that if he is scheduled to work on the holiday but fails to report, he will not receive his holiday pay unless his absence has been excused by the Employer. An employee who reports off sick the day before or the day after the holiday or on

the holiday itself (if scheduled), must verify his sickness by a doctor's certificate, on a form provided by the Board.

Section 3. Compensation For Holiday Hours Worked. An employee scheduled to work on one of the foregoing holidays shall be paid time and one-half (1 1/2) for each hour of work in addition to his holiday pay.

ARTICLE 20 **SICK LEAVE**

Section 1. Sick Leave Use and Accrual. Each employee shall earn sick leave at a rate of 4.6 hours for each completed eighty (80) hours of service up to a maximum accumulation of one thousand two hundred (1,200) hours. When sick leave is used, it shall be deducted from the bargaining unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. Payment for sick leave shall be based on an eight (8) hour day. All contract benefits directly related to continuous service, including additional sick leave days, shall continue to accrue during absence on paid sick leave.

Bargaining unit members may use sick leave upon approval of the Employer for:

- A. Absence due to the employee's illness, injury, pregnancy related condition, or exposure to contagious disease which could be communicated to other employees;
- B. Illness in the bargaining unit member's immediate family, i.e., spouse, child, relative living with the employee, employee's parents or employee's spouse's parents not living in the employee's household. An employee who is absent from work in order to attend a member of his immediate family who is ill or injured may receive sick leave pay for such absence, provided that, if the absence exceeds one day, a doctor's certificate that the employee is needed to attend the ill or injured person shall be required.

Section 2. Required Reports. An employee who is absent on account of bona fide illness or injury for more than one consecutive day shall, upon presentation of a doctor's certificate signed by the doctor on the Employer's form presently provided, stating the nature of the illness or injury causing the absence from work and the period of time during which the employee was unable to work, receive compensation during such absence not to exceed the total number of days accumulated prior to the commencement of such absence. Presentation of the doctor's certificate must be made immediately upon return to work if sick leave benefits are to be paid.

Section 3. Workers' Compensation and Extra Detail. Absence from work on account of a compensable injury shall not be deducted from accumulated sick leave if the employee elects to receive disability benefits under the Workers' Compensation Law. The election must be made on the election form provided by the Employer at the same time the employee is directed to complete an "Employee's Official Statement of Injury/Accident Form" by the employee's supervisor. If the employee is unable to complete the above forms, the Employer will make the election for the employee in favor of the benefits provided by the Bureau of Workers Compensation. Once an election is made, it cannot be revoked.

Sick leave payments shall be available to an employee absent from work even though the injury may have occurred while performing extra details within the Employer's grounds. Sick leave payments shall not be available to an employee absent from work because of a compensable injury incurred at another place of employment, which is outside the Employer's grounds. For purposes of this Section, "extra detail" shall be defined as any paid detail contracted by persons or businesses for special paid police protection at functions occurring within the Employer's grounds.

Section 4. Personal Days. An employee may use up to three (3) sick days as personal days in each calendar year of this Agreement. A personal day must be taken in an increment of eight (8) hours. Any day taken as a personal day will be deducted from the employee's accrued sick leave. If an employee does not use all personal days in the calendar year, no deduction will be made from sick leave for the unused personal day or days, but there will be no carry-over of the personal days from year to year. A personal day will be scheduled in the same manner as vacation days are scheduled, according to Article 22, Section 3, of this Agreement; that is, in writing (except that the parties may agree to dispense with the writing requirement in cases of unusual circumstances or emergencies) with as much advance notice as is possible.

Section 5. Sick Leave Conversion Upon Retirement. Upon retirement, and with five (5) or more years of service with the Employer, an employee shall be eligible to receive in cash a payment equivalent to fifty percent (50%) of his accumulated but unused sick leave at the time of retirement not to exceed four hundred eighty (480) hours.

Section 6. FMLA-Qualifying Leave. Any leave taken pursuant to this article which qualifies as leave for purposes of the Family and Medical Leave Act of 1993 ("FMLA") shall be subject to the Employer's rules concerning FMLA leave requests. Such rules will include, but will not be limited to, notice before taking leave, substitution of paid leave, medical certifications, fitness-for-duty certificates and related matters.

ARTICLE 21 **BEREAVEMENT LEAVE**

Section 1. Bereavement Leave. An employee at his discretion may take up to three (3) consecutive work days leave with full compensation in case of death of a member of the employee's immediate family. One of the days of the leave must be the day of the funeral. The Executive Director may, grant more time in exceptional circumstances upon request of the employee. Depending upon circumstances, employees may be required to provide verification.

Section 2. Immediate Family Defined. The phrase "immediate family" shall be interpreted to mean wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, step- parents of either the employee or his spouse, sister, brother, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, niece or nephew of the employee.

ARTICLE 22 **VACATION**

Section 1. Vacation Accrual and Pay. The following vacation benefit program shall be in effect

for all eligible full-time employees:

- A. Starting with the second year of employment for each year through the sixth year, two weeks vacation;
- B. For the seventh year of employment through the thirteenth year, three weeks vacation;
- C. For the fourteenth year of employment through the twentieth year, four weeks vacation; and
- D. For the twenty-first year of employment and for each year thereafter; five weeks of vacation.

Vacation pay shall be calculated at the employee's regular base hourly rate.

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

Section 2. Vacation Conversion Upon Termination. Upon termination of employment, each employee will receive his unused vacation benefits for that year of employment. The date of termination shall be the last day of actual work. In addition, he will receive a pro rata vacation benefit which shall bear the same ratio to the vacation benefit for which he would qualify on his anniversary date following termination, as the number of weeks he has worked since his last anniversary date prior to termination bears to fifty-two (52) weeks.

Section 3. Vacation Scheduling. Preference requests for vacations shall be reviewed based upon departmental seniority, if applied for before March 1 of each year, subject to scheduling requirements for the orderly operation of the Employer. A list of employees so selecting vacations, and the vacation period selected by each, shall normally be posted by March 15. After all preference requests have been submitted and the Employer has posted the vacation schedule, vacations will be assigned on a first-come, first-serve basis. Limitations on taking vacations during certain periods of the year may be imposed at the discretion of the Employer. Each employee shall give notification, in writing upon the Employer's form, prior to the preparation of the weekly schedule, to his department head when requesting vacation time. Less notification may be permitted by the department head in special cases. Vacation must be taken in increments of no less than four (4) hours.

ARTICLE 23 **INSURANCE BENEFITS**

Section 1. The Employer shall make available to all eligible employees comprehensive major medical/hospitalization/health care and ancillary insurance as it determines will be part of its insurance offerings. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change, provided that

bargaining unit members are provided with and subject to the same changes and/or terms and conditions of coverage as are applicable to non-bargaining unit personnel.

Section 2. Carrier Change. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action and receive and consider input from the Union.

Section 3. Contribution Rates. Employees shall contribute the following amounts toward the monthly premiums for their health care/prescription/dental or other ancillary coverage:

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

Employee contributions shall be by payroll deduction.

Section 4. Police Professional Liability Insurance. The Employer shall provide for each employee police professional liability insurance.

Section 5. Life Insurance. The Employer shall provide for each employee \$25,000 group life insurance.

ARTICLE 24
WAGES

Section 1. Bi-Weekly Pay. Paychecks shall be issued bi-weekly. Pay stubs will show regular hours, overtime hours and any special pay allowance.

Section 2. Calculation of Hours. Work will be recorded in the nearest fifteen (15) minutes and will be paid on such basis.

Section 3. OIC Supplement. All unit members will receive twenty-five cents (\$.25) per hour as compensation for being required to serve as Officer in Charge during the course of the year.

Section 4. Wages. General wage increases during the term of this agreement shall be as follows within the wage schedule as set forth below.

Effective with the first full pay following ratification	1.00%
Effective with the first full pay following September 1, 2017	1.50%
Effective with the first full pay following September 1, 2018	2.00%

1.0% Increase		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Police Officer	\$17.27	\$18.53	\$19.47	\$20.42	\$21.39	\$22.33

1.5% Increase		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Police Officer	\$17.53	\$18.81	\$19.76	\$20.73	\$21.71	\$22.67

2.0% Increase		Step 1	Step 2	Step 3	Step 4	Step 5
Classification	Entry	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Police Officer	\$17.88	\$19.19	\$20.16	\$21.14	\$22.15	\$23.12

Section 4. Tax Deferral of PERS. Employee PERS contributions will be tax deferred.

Section 5. Wage Schedule Administration. At the discretion of the Employer, a newly or recently hired employee may be placed at or elevated to a wage step commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. The step placement and/or advancement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

ARTICLE 25
LICENSES, CERTIFICATIONS, AND INSURABILITY

Section 1. Licenses, Certifications, and Insurability. It shall be a condition of employment of all employees in the bargaining unit to obtain and to continue in full force all licenses, certifications, and insurability, as may, from time to time, be required by law. Any employee who fails to obtain, or who suffers a suspension or revocation, of any such required licenses, certifications, or insurability may be disciplined, including suspension without pay, demotion or discharge at the sole discretion of the Employer or the Executive Director. Such action is not subject to appeal, including the grievance and mediation procedures herein.

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

ARTICLE 26
UNIFORM

Section 1. Uniform Allowance. All newly hired police officers, except those promoted from part-time to full-time positions, will receive, without charge to the police officers, their initial uniform complement. For purposes of this subsection "uniform complement" shall mean those items of uniform apparel, equipment, and accessories appropriately worn or used by full-time or part-time police officers, as the case may be, according to practices existing as of the effective date of this Agreement. A part-time police officer promoted to full-time shall, at the time of promotion to full-time, receive those items of uniform apparel and accessories necessary to convert his part-time uniform complement to full-time uniform complement. After one year of continuous service with respect to full-time police officers, and after one year from the date of promotion with respect to part-time police officers promoted to full-time, police officers will receive a uniform allowance of \$800.00 per year. Payment will be made to the supplier by the

Employer for Employer-approved uniforms and accessories purchased during the year by the individual police officer. An employee leaving employment prior to receipt of all uniform items purchased shall not receive those items not yet received.

Section 2. Body Armor. Body armor will be provided to all full-time officers and shall become a mandatory part of the uniform complement. Upon termination of employment, body armor shall be returned to the Employer.

Section 3. Uniform Return –Failure to Complete Probation. If, for any reason, a police officer terminates employment prior to completing one year of continuous service, all uniforms and accessories received by the police officer must be returned to the employer.

ARTICLE 27 **WEAPONS CERTIFICATION**

A regular weapons qualification program shall be maintained for police.

ARTICLE 28 **SAFETY AND GENERAL WELFARE**

Section 1. Safety Equipment. Proper and adequate equipment, as deemed reasonably necessary by the Employer, shall be made available when employees are required to perform hazardous and/or unsanitary duties.

Section 2. Joint Safety Committee. A joint safety committee shall be established consisting of two representatives of management and two representatives designated by the Union and the names certified in writing to the Union and the Employer, respectively. The joint safety committee shall meet upon request by either party.

Section 3. Drug And Alcohol Free Policy. It is the policy of the Employer, for the protection of visitors and employees, for the protection of private and public property, and for the preservation of the reputation enjoyed by the Employer and its employees, to maintain a work environment free from alcohol and illegal or improperly used drug substances. Therefore, the Union and the Employer agree to adhere to the Mill Creek Metroparks Drug and Alcohol Free Policy, a copy of which is attached to and incorporated in this Agreement as Exhibit A.

ARTICLE 29 **WORK RULES, REGULATIONS AND ORDERS**

Section 1. The Union recognizes that the Employer has the right to prepare and implement new and revised work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. All employees will be provided with a copy of any existing or revised work rules, regulations, and policies and procedures issued by the Employer.

Section 3. Any new or modified work rule(s) may be reviewed and discussed by the parties at a Labor/Management meeting.

Section 4. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement.

ARTICLE 30

SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employees Collective Bargaining Act imposes an obligation to bargain. This Agreement embodies all restrictions on the Park District's actions and the Park District is relieved of its duty to negotiate regarding matters not specifically set forth in this Agreement. As used in this subsection, "duty to negotiate" includes the right to require the Park District to provide information to the Union. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and shall meet with the Union to discuss the matter upon request. The Employer may unilaterally implement such changes after any such discussions have taken place or seven (7) days after notice to the Union if no discussions have been requested prior to that date.

ARTICLE 31

TERM OF AGREEMENT

Section 1. Term of Agreement. This Agreement shall become effective April 1, 2016, and shall remain in full force and effect until March 31, 2019. If either party desires to make any changes in the Agreement for a period after expiration, notice of such a desire shall be given as prescribed by law.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of September 2016.

For the Board of Park Commissioners
of the Mill Creek Metropolitan Park
District



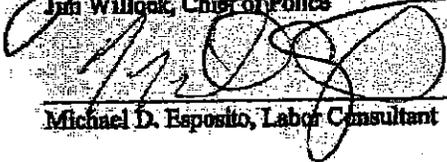
Aaron Young, Executive Director



Megan Mulich, Director of Human Resources



Jim Willcutt, Chief of Police



Michael D. Esposito, Labor Consultant

For the Fraternal Order of Police / Ohio
Labor Council, Inc. (FOP/OLC)



Charles Wilson
FOP/OLC Senior Staff Representative



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member

EXHIBIT A
MILL CREEK METROPARKS
DRUG AND ALCOHOL FREE POLICY

INTRODUCTION

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

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

I. POLICY STATEMENT

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

II. DEFINITIONS

- a. MetroParks Property – The term "MetroParks Property" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased, or used by the Mill Creek Metroparks.
- b. Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances in schedules I through V of Section 202 of the Controlled Substances Act (21 Section 812) and as further defined by federal regulations (21 C.F.R. Sections 1300.11 through .15), look alike drugs and designer drugs and alcoholic beverages in the possession of or being used by employees on the job.
- c. Employees – All individuals who perform work for the Mill Creek Metroparks.
- d. Accident – Any event resulting in injury to a person or property to which employees contributed as a direct or indirect cause.
- e. Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.

- f. Just Cause – Just cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- g. Under the Influence of a Prohibited Substance – "Under the influence of a prohibited substance" as used by this policy, means the following:
 - (1) Alcohol -Blood alcohol level of .06 as measured by blood or breath tests.
 - (2) Other Prohibited Substances - Positive results over the following thresholds for urine testing.
 - a) Marijuana - 50 ng/ml initial screen
 - b) Cocaine - 300 ng/ml initial screen; 150 ng/ml confirmatory test
 - c) Opiates -2000 ng/ml initial screen and confirmatory test
 - d) Phencyclidine -25 ng/ml initial screen and confirmatory test
 - e) Amphetamines -700 ng/ml initial screen
 - f) Barbiturates -200 ng/ml initial screen
 - g) Benzodiazepines -200 ng/ml initial screen
 - h) Methadone -300 ng/ml initial screen and confirmatory test
 - i) Methaqualone -300 ng/ml initial screen and confirmatory test
 - j) Propoxyphene -300 ng/ml initial screen and confirmatory test

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

III. DRUG/ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances, the Mill Creek Metroparks will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test will be administered to applicants for full-time employment and any other applicant deemed necessary by the Executive Director of the MetroParks.
- b. A test may be administered in the event a supervisor has a just cause to believe that the employee has reported to work under the influence, or is or has been under the

influence while on the job; or has violated this drug policy. During the process of establishing just cause for testing, an EMPLOYEE has the right to notify his or her on-site representative and/or Union Representative of the impending test and request either person be present. The Mill Creek Metroparks will request drug/alcohol testing during working hours only. The drug/alcohol testing itself may extend past the schedule of working hours.

- c. Testing may be required if employees are involved in a workplace accident/incident or if there is a workplace injury. The health care provider will make the determination if a drug test is needed.
- d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one-year period.
- e. Employees may also be tested on a voluntary basis.

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

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

Mill Creek Metroparks will bear the costs of all testing procedures except that employees will pay the cost of any retest requested by employees.

IV. TESTING PROCEDURES

- 1) All samples for testing will be taken by appropriately qualified personnel (e.g. medical personnel for drawing blood).
- 2) To the greatest extent possible, the privacy of employees will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed.
 - a) There shall be no visual observation of the act of urination unless there is no other practical alternative to ensure genuine collection of employees' specimen;
 - b) If the person at the collection site does not know employees to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site;
 - c) The person at the collection site will ask employees to remove unnecessary outer garments such as coats and jackets and to leave

personal belongings such as purses and bags with other garments. Employees may retain their wallet.

- d) Employees shall be instructed to wash and dry their hands prior to urination;
 - e) Employees may provide his or her specimen in the privacy of a stall or partitioned area;
 - f) Bluing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available;
 - g) The person at the collection site shall remain outside the stall until employees and that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination; and
 - h) If the test results are below the level set by the laboratory as positive, the results will be reported as negative and all documentation regarding supervisors' observations and testing will be destroyed.
- 3) Regarding both urine and blood samples, the following procedures will be observed:
- a) The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of employees. The label shall contain only an identification number and date, and shall be initialed by employees;
 - b) The identification number will be entered into a ledger, which will then be signed by employees and the person at the collection site;
 - c) A chain of custody form will be completed by the person at the collection site and initialed by employees;
 - d) The chain of custody form and the specimen should be immediately shipped to the laboratory; and
 - e) Appropriate security measures will be taken at the collection site.
- 4) Initial testing of urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).
- 5) Reports shall be made in writing and sent to the single person designated by Mill Creek Metroparks. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the

confirmatory test shall be reported as positive. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to employees and Mill Creek Metroparks.

- 6) Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least 365 days or longer if requested by employer or employees depending on the laboratory's availability to accommodate these storage periods.
- 7) All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

V. ROLE OF THE SUPERVISOR

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

- a) All supervisors will receive at least four hours of initial skill-building and information-sharing training concerning the Policy. Thereafter, two hours of additional training as a refresher will be received each subsequent year.
- b) At least the following topics will be considered and treated during supervisory training:
 - Recognition of possible alcohol or drug problems
 - Documentation of behaviors that demonstrate an alcohol or drug problem
 - Initiation of reasonable suspicion and post accident testing
 - Approach to employees with possible alcohol or drug problems from observed behaviors
 - Referral techniques for assessment or assistance
 - Follow up techniques for returning employees
 - Handling of supervisory responsibilities in general and consistent with applicable collective bargaining agreements.

VI. EMPLOYEE EDUCATION

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

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

*Major problems represented by substance abuse in the workplace

*What constitutes substance abuse and misuse as defined here.

*Disease model for alcohol and other drugs.

*Signs and symptoms of substance abuse.

*Effects of commonly used drugs in the workplace.

*Assistance available to employees and family members that have a substance abuse problem.

*A shared list of helping resources in the community that employees and their families can turn to.

VII. REBUTTABLE PRESUMPTION

- a) The results of any test administered under this Policy, or the employee's refusal to submit to any test under this Policy may affect the employee's eligibility for workers compensation and benefits pursuant to § 4123.54 of the Ohio Revised Code.
- b) Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.
- c) The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

VIII. CONFIDENTIALITY

- a) All parties to this policy and program have only the interests of employees in mind. Therefore, we encourage any EMPLOYEES with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. Mill Creek Metroparks will also take action to assure that your illness is handled in a confidential manner.
- b) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know" within Mill Creek Metroparks.
- c) No test results will be disclosed to persons outside the Mill Creek Metroparks or the Union except in response to subpoena.
- d) The persons with a "need to know" are designated as follows: Mill Creek Metroparks Executive Director, Administrative Services Director, and the Department Director.

IX. RULES -DISCIPLINARY ACTIONS -GRIEVANCE PROCEDURES

- 1) Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a) Use, possess, dispense or receive prohibited substances on or at the job site;
 - or
 - b) Report to work while under the influence of a prohibited substance.

- 2) Discipline. When Mill Creek Metroparks has just cause to believe employees are under the influence of a prohibited substance, for reasons of safety, the Department Director will call the employee in and inform him/her that if his/her actions continue, he/she will be tested. Employees may be suspended until test results are available. If no test results are received after three (3) working days, employees, if available, shall be returned to work with back pay. If the test results prove negative, employees shall be reinstated with back pay. In other cases:
 - a) Applicants testing positive for drug use will be suspended from consideration for a period of two months, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
 - b) Employees will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
 - c) Employees found in possession of drugs will be subject to discipline as provided by subsection e) of this section.
 - d) Employees found to be under the influence of a prohibited substance, including alcohol, while on duty shall be subject to discipline as provided by subsection e) of this section.
 - e) The following stages of discipline shall be imposed:
 - f) On the first violation of this policy, employees shall be suspended for up to six weeks without pay and shall be required to complete a rehabilitation program as a condition of further employment.
 - g) On the second violation of this policy, employees shall be terminated.

- h) Employees who interfere with or attempt to interfere with the accuracy of any test administered under this policy shall be discharged.
- 3) Prescription Drugs. Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, Mill Creek Metroparks will consult with you and your physician to determine if a re-assignment of duties is necessary. Mill Creek Metroparks will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
- 4) Sale and Distribution. Any sale and/or distribution of a prohibited substance on Mill Creek Metroparks property is grounds for immediate termination.
- 5) All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

X. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

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

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

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

XI. NOTIFICATION

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

SIDE LETTER
RETROACTIVITY

All bargaining unit members who were employed as of January 1, 2016, and who are still employed on the date that the retroactivity payment is made shall receive a lump sum equivalent payment of four hundred dollars (\$400.00) as compensation for the time period from January 1, 2016, to the administration to the increase under this Agreement.