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LABOR AGREEMENT

By and Between

Five Rivers MetroParks

and

The Fraternal Order of Police,
Ohio Labor Council, Inc.

Effective August 1, 2016
Expires August 1, 2019

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AGREEMENT

This Agreement is between the Board of Park Commissioners of the Five Rivers MetroParks (the "Company") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union").

ARTICLE 1

INTENT AND PURPOSE

The Company and the Union agree that this Agreement has the following purposes:

A. To promote cooperation and orderly, constructive, and harmonious relations between the Company, its employees, and the Union;

B. To comply with the applicable requirements of Chapter 4117 of the Ohio Revised Code;

C. To establish an orderly procedure for the peaceful resolution of differences between the Company and employees represented by the Union; and

D. To set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

This Agreement supersedes all previous Agreements (either written or oral) between the Company, its employees, and the Union.

ARTICLE 2

RECOGNITION

Section 1. **Recognition.** The Company recognizes the Union as the sole and exclusive representative for the following employees, as set forth in the certification issued by the State Employment Relations Board ("SERB") in Case No. 97-REP-08-0205, dated October 14, 1997:

Included: Full-time and part-time Rangers, including Rangers Service I, Rangers Service II, and Ranger Sergeant.

Excluded: Ranger Chief, Ranger Captain, and Ranger Lieutenant.

Section 2. **Inclusions And Exclusions.** In the event of a dispute between the parties as to future inclusions or exclusions from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party may apply to SERB for resolution of the dispute.

Section 3. **Definitions.** Full-time employees are those employees who are hired as full-time employees and are scheduled to work at least 2,080 hours per year. Part-time employees are those employees who are hired as part-time and who are scheduled to work less than 2,080 hours per year.

ARTICLE 3

DUES DEDUCTION

Section 1. **Dues Deduction.** The Company agrees to deduct Union membership dues in the amount certified to be correct by the Union to the Company from the pay of those Union members who individually request in writing that such deductions be made. The Company agrees also to deduct Union initiation fees and assessments in an amount certified to be correct by the Union to the Company from the pay of appropriate Union members. All such deductions shall be made in accordance with the procedures established by the Montgomery County Auditor for monthly deductions.

Section 2. **Fair Share Fee.** Any employee, both present and future, who is not a member of the Union, shall as a condition of employment pay a monthly service charge equivalent to the dues paid by a member of the Union, to be deducted by the Company from the pay of the employee and forwarded to the Union pursuant to Article 3, Section 1. Any such deduction shall be subject to the provisions set forth in Ohio Revised Code Section 4117.09.

Section 3. **Additional Provisions.** It is further agreed that the Union shall defend and save the Company harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Company in fulfilling the obligations imposed on the Company under Sections 1 and 2 of this Article, except for failure to forward deducted dues per Section 1. No other labor organization's dues shall be deducted from the pay of any bargaining unit member during the duration of this Agreement.

Fees and dues deduction shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;

2. Transfer of the employee from the bargaining unit;

3. Revocation by the employee of the written request for dues deduction; or

4. Expiration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

The Company reserves and retains the exclusive right to direct, manage, and control its operations, direct its work force, and maintain the efficiency of its operations, except to the extent that this Agreement specifically provides to the contrary. This includes, but is not limited to, the right to plan, direct, and control operations; to determine when work is to be performed; to determine, alter, revise, change, or eliminate any and all means, methods, procedures, materials, and schedules of operation; to determine the existence, number, composition, and size of the work force assigned to any department or park; to determine or change the duties of job classifications; to determine the location or relocation of parks, departments, or operations; to establish work standards; to control whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to transfer employees between jobs, shifts, parks, and departments in order to maintain efficient and/or economical operations; to hire, discipline, suspend, or discharge for just cause, lay off, transfer, promote, or demote employees; and to make and enforce reasonable rules and regulations.

Nothing in this Agreement infringes upon any right retained for the Company in Ohio Revised Code Section 4117.08. In addition, should the Company fail to exercise any of its rights, or to exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

ARTICLE 5

NO DISCRIMINATION

Section 1. **Discrimination.** Neither party shall discriminate for or against any bargaining unit member on the basis of age, sex, marital status, race, color, creed,

national origin, religion, veteran status, qualified disability under the Americans with Disabilities Act ("ADA"), or political affiliation with or non-affiliation with the Union. The Union shall share equally with the Company the responsibility for applying this provision of the Agreement.

Section 2. **Gender And Plurals.** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6

NO STRIKE – NO LOCKOUT

Section 1. **No Strike.** There will be no strikes of any kind, including sympathetic strikes, during the term of this Agreement. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity, or attempt at concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in, or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike and will provide the Company with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligation under this Section, it shall have no financial liability for any such violation.

The Company shall have the right to discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure.

In the event of a claim by the Company of a violation of this Section, written or telegraphic notice shall be given to the Union. The Company may thereupon request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon thereafter as possible. Both parties shall waive the filing of post-hearing briefs and shall request that the arbitrator shall rule from the bench, at least with respect to the issuance by the arbitrator of an immediate restraining order. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

If there is a violation of this Article, neither party shall be required to discuss any underlying dispute while such violation is occurring or before normal operations have been resumed.

Section 2. **No Lockout.** The Company shall engage in no lockout during the term of this Agreement.

ARTICLE 7

DISCIPLINARY ACTION

Section 1. **Disciplinary Action.** Without limitation upon any right of discharge or discipline provided elsewhere in this Agreement, the Company shall have the right to discharge, suspend, or otherwise discipline any employee for just cause.

The Company shall have up to sixty days from the date of knowledge of the alleged offense to take disciplinary action against an employee. Failure to do so within the time limit shall result in dismissal of the charges.

Section 2. **Disciplinary Procedures.** The Company:

A. shall provide a written warning to an employee when it determines that the employee has violated the Company's established work practices, rules, or regulations.

B. shall provide a written reprimand to an employee when it determines that the employee has violated the Company's established work practices, rules, or regulations.

C. may suspend an employee for a period not to exceed five working days when it determines that the employee has violated the Company's established work practices, rules, or regulations and has previously received a written reprimand for a similar violation.

D. may discharge an employee when it determines that the employee has violated the Company's established work practices, rules, or regulations and has previously received a written reprimand and has been suspended for similar violations.

Depending upon the severity of the infraction, higher levels of discipline may be imposed, up to and including discharge.

Section 3. **Pre-Disciplinary Hearing.** This section only applies to discipline of suspension or termination. Without limitation of any rights set forth in Section 1 of this Article, the Company shall conduct an investigation into any alleged misconduct by any employee to determine if the employee has violated any of the policies, practices, or work rules of the Company. If on the basis of the investigation it appears necessary to discipline the employee, a hearing will be held to record the facts of the case. The subject employee shall have the right to be represented by his Union representative during the hearing. Written notice will be provided to the employee and Union seventy-two hours before the hearing. The written notice will state the specific charge of misconduct brought against the employee.

If at any time it appears that a criminal charge may be brought against an employee, the employee will be afforded all of the rights and warnings afforded to criminal suspects as required by current law and applicable court rulings.

ARTICLE 8

GRIEVANCE ARBITRATION PROCEDURE

Section 1. **Grievance Defined.** A grievance is a claim that the Company has violated this Agreement. If the Company feels that a grievance is not valid or arbitrable, it will proceed to answer and process the grievance in accordance with all the terms of this Article, but this will not waive the Company's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if the time limit is less than seven days, Saturdays, Sundays, and holidays shall not be included.

Section 2. **Grievance Filing.** A grievance may be filed by any employee, with or without a Union representative. Where a group of employees desires to file a grievance involving a situation affecting more than one employee in a similar manner, one employee selected by the group will process the grievance. All employees that wish to be a party to a class action grievance will sign an addendum sheet attached to the grievance form.

Section 3. **Grievance Form.** The parties shall use the Union grievance form which is attached as Exhibit "A." Grievance forms shall be supplied by the Union.

Section 4. **Grievance Procedure.** All grievances shall be handled exclusively as set forth in this Article. Grievances against the Company must be taken up within seven days of the incident giving rise to the grievance in order to be arbitrable and shall be disposed of in the following manner:

Step 1. Between the employee or employees involved and the supervisor, with or without a Union representative. Within seven calendar days after the grievance is presented to him, the supervisor shall render his decision.

Step 2. If not settled in Step 1, the grievance must be reduced to writing, signed by the grievant and the Union representative, and submitted to the Human Resources Director, or her designee, within seven calendar days after the supervisor shall have rendered his decision. The Union and the Company will arrange a Step 2 meeting within seven days of the submittal of the written grievance. This meeting may be attended by the aggrieved employee, his Union representative and/or an FOP staff representative, the Human Resources Director or her designee, and an additional representative on behalf of the Company.

Within seven calendar days after the grievance is presented in the Step 2 meeting, the Human Resources Director shall render her decision in writing. Any grievance not appealed to the Human Resources Director, as provided in Step 2, shall be considered settled by the decision of the supervisor in Step 1.

Step 3. In the event there has not been a satisfactory adjustment to the grievance at Step 2, the Union may, within seven calendar days, appeal the matter to the Executive Director. Within seven calendar days of receipt of the appeal, the Executive Director or his designee shall meet with the employee and his Union representative and/or an FOP staff representative to review the grievance. The Executive Director shall give his answer in writing to the employee within fourteen calendar days after the meeting. Any grievance not appealed to the Executive Director, as provided in Step 3, shall be considered settled by the decision of the Human Resources Director in Step 2.

All discharge and time off discipline cases submitted to the grievance procedure shall be initiated at Step 3. The grievance must be reduced to writing, signed by the grievant and the Union representative, and presented to the Executive Director or his designee within seven days of the discharge or time off disciplinary action.
Verbal warnings and written reprimands will not be arbitrated.

Step 4. In the event that the grievance is not settled in Step 3, then within, but not later than, fourteen calendar days after the Executive Director shall have rendered his decision, the grievance may be submitted for arbitration and shall be handled as follows:

The Union shall give the Company written notice of its intent to arbitrate within the fourteen calendar day period. The Company and the Union shall select an arbitrator by mutual agreement, if possible. If no agreement is reached within seven days, then either the Company or the Union may request the Federal Mediation and Conciliation Service to supply a list of seven arbitrators from which an arbitrator shall be selected.

The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator's decision shall be final and binding upon the parties to this Agreement. The parties shall equally share the expenses and fees of the arbitrator. Each party shall bear its own expenses.

Any grievance not submitted for arbitration in this Step 4 shall be considered settled by the decision of the Executive Director in Step 3.

Section 5. **Time Limits For Processing Grievances.** It is the Company's and the Union's intention that all time limits in the above grievance procedure shall be met to the end of encouraging thoughtful responses at each Step. However, the grievant and the Company's designated representatives may mutually agree, at any Step, to short time extensions for the Executive Director's answer, but any such agreement must be in writing and signed by both parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, any Step where a response is not forthcoming within the specified time limits shall cause the grievance to be resolved against the party which failed to meet the specified time limits.

ARTICLE 9

LABOR-MANAGEMENT COMMITTEE

Section 1. **Committee Membership.** A labor-management committee shall be established consisting of two representatives of the Company and two members of the OLC. Meetings of the committee shall be held periodically at a time and location mutually agreed upon. The employees shall be paid at their regular rate of pay for time spent attending such meetings on a no-loss, no-gain basis.

Section 2. **Committee Meetings.** Meetings shall not interfere with the operational needs of the Company. An agenda containing the items to be discussed shall be exchanged at least three working days prior to any scheduled meeting.

ARTICLE 10

REPRESENTATION

Section 1. **Official Roster.** Within thirty days of the effective date of this Agreement, the Union shall provide the Company with an official list of its officers and representatives. The number of grievance representatives shall not exceed two, plus the Grievance Chairman. This roster will be updated within five workdays of any change, and will include the following:

A. name;

B. immediate supervisor; and

C. position held.

The Company agrees to keep this roster confidential, except that the roster may be released to those with a legitimate need to know.

Section 2. **Processing Of Grievance.** Grievance representatives shall investigate grievances for employees in the grievance procedure contained in Article 8. With prior approval of their respective supervisors, a grievance representative will be allowed time off from regular duties for attendance at scheduled meetings under the grievance procedure. Grievance representatives shall be paid at their regular rate of pay for time spent attending grievance meetings with the Company on a no-loss, no-gain basis.

Section 3. **Collective Bargaining Negotiations.** Negotiations shall be carried on by a committee representing the Company and a committee representing the Union.

The Company shall designate its representatives to the committee, and the Union shall select not more than three members who are employees of the Company to act in its behalf. Negotiators for the Union shall be paid their regular rate of pay for time spent negotiating with the Company on a no gain, no loss basis.

ARTICLE 11

HOURS/SCHEDULES/OVERTIME

Section 1. **Workday/Workweek.** The standard workweek for full-time employees shall consist of forty hours. The current schedule is four days of ten consecutive hours with three consecutive days off. However, the Chief of Rangers ("Chief"), or his designee, shall have the ability to switch the schedule to five days of eight consecutive hours with two consecutive days off for manpower needs after the Chief has exhausted the ability to meet those needs by adjusting schedules as provided for elsewhere in this article, so long as the Chief provides at least ninety days' notice of the anticipated change. Further, the employee(s) and the Chief shall be permitted to agree to an alternative schedule. Unless required by manpower needs or by agreement between employees and the Chief or his designee, each full-time employee shall be scheduled for one shift and retain the same days off during the schedule period. Employees may mutually agree to trade shifts and days off with the prior approval of the Chief or his designee. For purposes of payroll, the workweek shall begin at 12:01 a.m. on Saturday and end at midnight on Friday unless otherwise determined by the Montgomery County Auditor's Office. Employees will have at least eight consecutive hours off duty in a twenty-four hour period.

Full-time, non-probationary employees will select shifts and days off according to their job classification seniority first, then specialty unit seniority, subject to the operational needs of the Company. Shift selections shall take place no more than two times per year, such times to be determined by the Chief.

Employees assigned to specialty units with only one employee and/or with only one shift shall not select a shift, but shall be assigned a shift by the Chief or his designee. Specialty units include, but are not limited to, Horse, Bike and Marine Patrol, Evidence Technician, Field Training Officer, All Terrain Vehicles, and Property Manager.

Changes in shift assignments will be made at the discretion of the Chief or his designee in order to assure that an even distribution of experienced and inexperienced employees are assigned to each shift.

Upon a bump-back because of layoff, and/or in order to fill a vacancy, the employee bumping back or filling the vacancy will work the shift assigned by the Chief or his designee, until the next shift selection period.

The workday for part-time employees shall be established by the Chief, in the Chief's sole discretion. For purposes of this Article, an employee is considered on active pay status when the employee is eligible to receive pay, and includes holiday, vacation leave, sick leave, injury leave, and any approved paid leave of absence.

In the event an employee is not at work for any reason (e.g., vacation, sick time, illness, injury, failure to report to work or otherwise) the Chief may, in the Chief's sole discretion, adjust schedules and/or call employees in to cover the open shift. If the Chief exercises this power, the Chief shall provide as much notice as practicable under the circumstances.

Section 2. **Schedules.** Monthly schedules shall be posted at each work location fifteen calendar days prior to the effective date. Employees requesting casual time off must submit their requests to the Chief or his designee no later than thirty days prior to the effective date. (Example: Time off requests for the August schedule must be submitted on or before June 30th.) After a schedule has been posted, it shall remain in effect for the duration of the time period, with two exceptions. First, employees requesting to use casual time (defined as compensatory time, vacation, and personal days) during a posted schedule period may do so, provided the employee provides the Chief or his designee with a written request three days in advance and the Chief approves the request. The Chief will have the discretion to grant or deny such requests. The Chief may, at his discretion, waive the three-day notification for compensatory time requests. Second, a posted schedule may be changed if mutually agreed to by management and the employees affected by the schedule change.

Employees will be allowed to exercise seniority rights on holidays (Article 24). Forty-five days prior to a holiday, employees wishing to work the holiday must submit a written request to their immediate supervisor; if the request is granted, the employee's schedule for the holiday workweek will be rearranged to the extent necessary to ensure that the employee still has two or three days off, consecutive when possible depending on their schedule. If requests to work the holiday would not provide adequate coverage, employees will be scheduled to work in inverse seniority.

Section 3. **Overtime.** Because of the unique nature of the duties of employees, and emergency obligations of employees, the Company reserves the right to assign them to work overtime as required.

Section 4. **Overtime Payment.** Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay for all hours worked over forty hours per workweek. Employees may elect to take compensatory time off in lieu of receiving overtime payments. Such election must be made on the employee's time sheet in writing immediately after working the overtime; otherwise, the employee will receive overtime pay. "Compensatory time" shall accrue at the rate of one and one-half hours for each hour worked over forty hours per week (i.e., forty hours of work equate to sixty hours of compensatory time) up to a maximum of 80 hours of compensatory time. After the maximum accrual of compensatory time is reached, overtime worked shall be compensated with pay.

Section 5. **Court Pay.** "Court pay" will be paid to full-time employees for each job-related court appearance (with documentation from the court) that is required at a time other than during their scheduled work hours, and does not abut the employee's regularly scheduled shift. Employees shall be paid at one and one-half times the employee's regular hourly rate for the actual hours at court, but no less than four hours for such appearance. Any fees received for such appearance shall be remitted to the Company. The employee may request compensatory time in lieu of court pay, in accordance with Section 4 of this Article.

Section 6. **Record Of Compensatory Time.** Records of compensatory time shall be maintained separately from hours accrued under holiday, sick leave, or any other time. Compensatory time will be determined by management, in conjunction with the employee.

Section 7. **Call-In Pay.** "Call-in" occurs when a supervisor specifically requests an employee to return to work after completion of his regular schedule but before he is scheduled to return to work. When an employee is called in, he shall be paid at one and one-half times the employee's regular rate for the time worked, but no less than two hours for such call-in. When the call-in hours are within four hours of the normal starting time, the call will be for the actual hours worked (at one and one-half times the regular rate), but no less than one hour.

The employee will have the option of receiving call-in pay in either compensatory time or in addition to his regular pay. However, compensatory time will be taken at a time determined by management, in conjunction with the employee.

Section 8. **Lunch Period.** Employees shall be granted a thirty-minute, paid meal period during each regular workday. Employees will be on call during this lunch period. The lunch break is normally taken during the mid-portion of the work shift and shall not be taken as the first or last hour of the shift. The taking of meal time shall not interfere with the employee's performance of his job responsibilities, and the timing of the lunch break must be agreed upon by the employee and his supervisor.

Section 9. **No Pyramiding.** No employee shall receive premium pay under more than one provision of this Article for the same hours worked. To the extent that hours worked are compensated at a premium rate under any provision of this Article, they shall not be counted as hours worked in determining eligibility for premium pay under the same or any other provision of this Article.

ARTICLE 12

SENIORITY

Section 1. **Seniority Defined.** For the purposes of this Agreement, full-time employees shall have two types of seniority – "Company Seniority" and "Job Classification Seniority." Company seniority is defined as the length of continuous employment from the employee's most recent date of hire; Job Classification Seniority is defined as the length of service within the employee's job classification. Job Classification Seniority shall be used only for the purpose of affecting holiday work and shift selection, in accordance with Article 11, Sections 1 and 2. If two or more employees are hired or placed in a job classification on the same day, seniority shall be determined by the affected employees' entry or promotional test scores (the employee with the higher number will be more senior), if a test is given. If no test is given, the employee with the earliest date of birth shall be more senior. If there is still a tie, seniority shall be determined by the last four digits of the affected employees' Social Security numbers (the employee with the higher number will be more senior). For purposes of this section, employees hired by the Company prior to August 1, 2010 will maintain their relative seniority as it existed on that date.

Section 2. **Probationary Period.** New employees shall be regarded as probationary for the first twelve months of actual service, including training time, and will receive no continuing service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the date of hire. During the probationary period, the Company may lay off, transfer, or terminate the probationer without recourse to the grievance procedure.

Section 3. **Loss Of Seniority.** An employee immediately ceases to be an employee and loses his seniority and any right of reemployment if he:

1. Quits or resigns;

2. Is discharged;

3. Is absent for three consecutive working days without the employee having notified the Human Resources Department, showing reason for such absence. An employee who does not make the foregoing notification and who fails to report for work on the fourth working day shall be regarded as having quit without notice;

4. Fails to report for work within fourteen calendar days after notice of recall by registered mail to the last-recorded address in the Human Resources Department. It shall be the employee's responsibility to keep the Human

Resources Department notified of his current address during employment and layoff, in person or by registered mail;

5. Fails to report for work after a leave of absence expires;

6. Takes another job while on sick leave or any other leave of absence;

7. Has performed no work due to accident or illness for a period of twenty-four months, unless the employee is on leave of absence granted by the Company in writing, or is absent because of work-related injuries for which he is receiving workers' compensation, and from which he will recover and will return to work.

Section 4. **Seniority List.** The Company shall maintain a seniority list, updated yearly, showing the seniority of all employees in the bargaining unit. A copy shall be available for inspection, at a location designated by the Executive Director.

ARTICLE 13

LAYOFF AND RECALL

Section 1. **Layoff.** In all cases of reduction in forces involving full-time rangers, including service rangers and ranger sergeants, employees will be laid off by classification in the following order:

A. Any interns;

B. Any part-time employees;

C. Any probationary employees within the classification;

D. In a regular full-time job classification with inverse order of the employee's seniority;

E. Full-time employees can bump into a lower classification if they have more seniority than the employees in a lower classification and are qualified.

Section 2. **Recall Notification.** All laid-off employees shall be placed on a recall list for two years. Notice of recall shall be sent to the employee, by certified mail, with a copy to the Union. The Company shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee. If a bargaining unit member has bumped to a lower

classification, he shall be reinstated to a vacancy in his prior rank before any laid-off bargaining unit member is reinstated to a position in that rank.

Section 3. **Time Limits.** The recalled employee shall have seven calendar days following the date of mailing of the recall notice to notify the Company of his intention to return to work and shall have fourteen calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 4. **Probationary Period.** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 14

WAGE SCHEDULE FOR COVERED EMPLOYEES

Each full-time and part-time employee shall receive a wage in accordance with the wage schedule set forth in Exhibit "B."

ARTICLE 15

GROUP INSURANCE

Section 1. **Insurance Coverage.** The Company shall maintain, for the duration of this Agreement, a group health insurance program for regular full-time employees.

A. Waiver Of Coverage. The Company will pay regular full-time employees who waive health care coverage by completing a Health Care Waiver Form, and providing proof of coverage through a spouse, the following annual amount:

Employee with no dependents (single coverage):	$840.00
Employee with dependents (family coverage):	$1,800.00

One-twelfth of this amount will be paid to the employee each month that the employee remains actively employed.

B. Cost Sharing. Eligible employees may elect to participate in any health care plan(s) offered by the Company (currently the Core-HSA "Option" Plan and the

Buy-up "Base" Plan). For the duration of this Agreement, employees shall pay, through wage withholding, 15.5% of the total cost of coverage elected for 2016 and 2017. Cost-sharing in the following years shall be 16.5% for 2018, and 17.5% for 2019. If employee contributions for nonunion Company employees are less than the employee contributions in this Section, employees shall pay the lower contribution amount.

C. The Company shall have the right to select the insurance carrier(s) or to self-insure. Employees shall be eligible to participate in the Plan subject to the same terms and conditions as other employees, including but not limited to the spousal surcharge of $50.00 per month/$600.00 per year which shall remain unchanged for the term of this Agreement.

Section 2. **Eligibility.** Regular full-time employees shall be entitled to participate in the group insurance program on the first day of the month following or coincident with the completion of thirty days of continuous service, if at work on that date.

Section 3. **Termination Of Insurance.**

A. Resignation Or Discharge. All group insurance coverage (e.g., United Healthcare of Ohio) shall cease on the date of the employee's termination.

B. Military Service. Where Military Leave of Absence exceeds thirty days, all group insurance coverage ceases on the date leave begins, except as provided under the Uniformed Services Employment and Reemployment Rights Act.

C. Layoff. When an employee is laid off, all group insurance coverage will continue for thirty days following the date of layoff, provided that the employee continues to pay his/her share of the premium.

D. Personal Leave Of Absence. If an employee is granted a personal leave of absence, group insurance coverage shall continue for a period of thirty days, provided that the employee continues to pay his/her share of the premium.

E. Illness, Injury, Or Maternity Leave. Group insurance coverage shall be continued for such period as the employee is totally disabled, provided that such continuation shall not exceed six continuous months for non-occupational illness or injury; and shall not exceed twelve months for occupational illness or injury; and also provided that the employee continues to pay his/her share of the premium.

F. Dependent Insurance Coverage. Dependent insurance coverage will terminate on the same date that the employee's coverage terminates.

Section 4. **Professional Liability Coverage.** The Company will maintain police professional liability insurance coverage during the term of this Agreement.

Section 5. **Certificates Of Insurance.** Certificates of insurance from the carrier(s) selected by the Company, or from the Company if it elects to self-insure, shall be furnished to all eligible employees. The certificate shall state all of the terms and conditions of the group insurance coverage, including Coordination of Benefits. All rights, benefits, limitations, and conditions of insurance of all eligible employees and dependents shall be governed by the certificates, and the interpretation of all provisions of this Article shall in all respects be governed by and be subordinate to the terms and provisions of the certificates, unless the certificates conflict with this Agreement.

ARTICLE 16

TRAINING

Section 1. **Attendance At Job-Related Training.** Any training required by the State of Ohio, the Federal Government, or the Company shall be during the employee's regularly scheduled workweek. If the training time exceeds the employee's forty-hour workweek, as defined in Article 11 of this Agreement, the employee shall receive compensatory time calculated at one and one-half times his hourly rate of pay or any fraction thereof.

Employees may only attend non-required, job-related training courses if approved in advance by the Company. If approved, employees may be permitted to adjust their schedules in order to attend such courses on their own time as long as the rescheduling does not interfere with the normal operations of the Company. The Company will pay any costs incurred as a result of attending these non-required courses.

ARTICLE 17

UNIFORMS AND EQUIPMENT

Section 1. **Uniforms And Appearance.** The Company shall furnish uniforms and equipment for employees required to wear uniforms. No unauthorized uniform item, gear, or equipment shall be worn or utilized. Employees are responsible for maintaining reasonable standards of personal care with respect to cleanliness and repair of uniforms. The Company will arrange and pay for necessary repairs to issued uniforms and equipment, unless damage is the result of the employee's carelessness or negligence. All uniforms remain the property of the Company and, at the discretion of

the Company, must be turned in when requesting new uniforms or when the employee is separated from employment with the Company.

Whenever the badge is worn on the uniform, the duty weapon shall also be worn. Whenever the duty weapon is worn, the badge shall be worn on the uniform (except when employees are working on a plain-clothes assignment).

Section 2. **Uniform Complement.** The uniform complement for full-time employees is as follows:

6 shirts
5 trousers
2 ties
1 sweater
1 winter jacket
1 winter hat
1 summer hat
1 raincoat
1 pair gloves

Employees will be provided with additional uniform items if the Company determines that a particular employee requires such items in order to perform his job responsibilities.

The uniform complement for part-time employees will be determined by the Chief of Rangers.

Section 3. **Uniform Option Allowance.** In addition to the uniform complement described in Section 2 above, full-time employees shall receive $125.00 annually (or $375 total over three years) as a uniform option allowance for the purchase of pre-approved uniform items, including footgear and earpieces. (The $375 total uniform option allowance will be pro-rated for $125 per year, with any amount advanced being repaid to the Company if a Ranger leaves employment before earning the advanced amount.) With the approval of the Chief, employees assigned to Detective duties may use the uniform option allowance to purchase clothing necessary for the assignment. Clothing for Detectives and other plain clothes employees may include sports coats, ties, dress shirts, external carriers and trauma plates, etc.

Section 4. **Body Shield Equipment.** Ballistic vests shall be provided to employees; these vests shall be worn in accordance with Company work rules.

ARTICLE 18

FILLING OF POSITIONS

Section 1. **Appointments.** The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article. This Article specifically covers appointments to the classifications covered by this Agreement. All other positions shall be filled by the Company with the procedure the Company determines. Nothing in this Article restricts the Company's authority to make original appointments.

Section 2. **Notice Of Vacancy.** Whenever the Company determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin boards for no less than seven calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting an application to the Company in the manner determined by the Company. The Company shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the position.

Section 3. **Filling Of Vacancy.** The Company will use at least the following criteria to evaluate employees to fill a vacant position.

1. Application;

2. Relevant qualifications (including those listed on the application);

3. Experience and years of service in the profession; where other qualifications are equal, seniority shall be the deciding factor;

4. Past job performance; including no suspension during the 12 months period before posting of the position;

5. Special training, skills, or education including but not limited to OPTA and National Training classes, assignment as a FTO, OIC, etc.; and

6. An interview with the Ranger Chief, Human Resources Director, and all Lieutenants.

Section 4. **Temporary Filling Of Vacancy.** Nothing in this Article shall be construed to limit or prevent the Company from temporarily filling a vacant position pending the Company's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty days.

ARTICLE 19

AGREEMENT COMPLETE

Section 1. The Company and the Union have had ample opportunity to present for negotiations any subject desired. Each, therefore, clearly and unmistakably waives for the remainder of the term of this Agreement the right to request either party to negotiate on any subject, whether or not covered in this Agreement and whether or not mentioned during negotiations, except with respect to negotiations of a new contract under Article 33.

Section 2. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the Company and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the Company to continue in effect, any working condition, benefit or past practice which is not specifically covered by, or specifically contained in, this Agreement, or which is not specifically included in a published "side agreement" (if any) dated to coincide with, and made a part of, this Agreement.

Section 3. If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in Section 1 of this Article, nor shall the making of any amendment in any way negate Section 1.

ARTICLE 20

SAFETY

Section 1. **Safety Policy.** Occupational safety and health is a mutual concern of the Company and of the Union. The Union will cooperate with the Company to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry.

The Company and employees shall comply with applicable federal and state laws, rules, and regulations and the Company's safety rules.

The Company agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished to each employee to carry out their duties. However, the Company reserves the right to determine what those facilities, vehicles, and equipment shall be.

Section 2. **Safe Equipment.** The Company agrees to discuss safety conditions and practices with the employees and the Union. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Company.

ARTICLE 21

RULES AND REGULATIONS

Section 1. **Existing Rules And Regulations.** The Company agrees to supply each employee with a copy of the work rules and regulations applicable to employees within the bargaining unit.

Section 2. **New Rules And Regulations.** To the extent possible, new rules and regulations (other than those of an emergency nature and other than safety rules) shall be provided to the Union in written form five days in advance of their implementation.

Section 3. **Uniform Application.** All rules and regulations shall be applied and interpreted uniformly as to all bargaining unit members. Rules and regulations cannot be in conflict with express provisions of this Agreement.

Section 4. **Changes In Rules And Regulations.** Nothing herein shall be construed in any manner as a limitation on the Company's right to alter, amend, or change its work rules, policies, or directives.

ARTICLE 22

MEDICAL EXAMINATIONS

Section 1. **Examinations – General.** Examinations of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Director of Human Resources or her designee. Examinations may be either periodic or as the Company requires.

Section 2. **Health And Safety.** Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees, or when, in individual

situations, the Company has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

Section 3. **Examinations.** The Company may require an employee to take an examination, conducted by a licensed practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or medical leave without pay, with the right to return (in accordance with Article 12, Section 3). The cost of such examination shall be paid by the Company. If the employee disagrees with said determination, he may be examined by a physician of his choice, at his expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by mutual agreement of the employee and the Company, whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Company.

Section 4. **Inability To Perform.** If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible). If an employee applies for disability retirement benefits, the Company will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

Section 5. **Return.** Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classification. The Company may require an examination prior to return to work.

Section 6. **Requirements.** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline, which may include dismissal.

Section 7. **Cost Of Examinations.** Any costs for examination required by the Company shall be paid by the Company. Employees shall have the right to submit examination reports to the Company which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

Section 8. **Wellness Program.** Full-time employees may use the Company's Wellness Program at Sinclair Community College during off-duty hours at no cost to the employee. The Company will pay fifty percent of the Reality Fitness membership cost for full-time employees.

ARTICLE 23

LEAVES OF ABSENCE

Section 1. **Leave Of Absence Due To Non-Occupational Illness Or Injury.** An employee who is unable to work due to a non-occupational illness or injury for a period in excess of the employee's accrued paid leave (e.g., sick leave, wage continuation, vacation, compensatory time, etc.) must request an unpaid leave of absence in writing before the end of such accrued paid leave. Extensions of the leave of absence may be granted, provided the employee's physician certifies that the employee is unable to return to work. The Company may require a medical examination by a physician designated by the Company as a condition of granting or continuing the leave and/or reinstatement. In no event shall the leave for illness or injury extend for more than six months from the date the employee last worked.

Section 2. **Leave Of Absence Due To Occupational Illness Or Injury.**

A. An employee who, after a twelve-week wage continuation period, is unable to work due to occupational illness or injury must request an unpaid leave of absence in writing before the end of the wage continuation period.

B. All leaves due to occupational illness or injury will be handled in accordance with the Montgomery County Risk Management Policy on Wage Continuation revised January 2003.

Section 3. **Light Duty.** All light duty will be handled in accordance with the Montgomery County Risk Management Policy on Transitional Duty revised November 2002.

Section 4. **Funeral Leave.** In the event an employee is required to be absent on a regularly scheduled workday as a result of the death of the employee's spouse, child, sibling, parent or grandparent, the employee shall be paid a maximum of two days' pay at his/her regular straight-time rate for any regularly scheduled workdays falling within a consecutive two-day period, one day of which must be the funeral. If the employee does not attend the funeral of the deceased, for whatever reason, no funeral pay shall be granted. Reasonable evidence supporting the claim of death of the family member and attendance at the funeral may be requested by the Company. The two days of funeral leave will not be deducted from the employee's accumulated sick leave.

Section 5. **Jury Duty.** An employee who is called for jury service shall be excused from scheduled work for the time necessary to serve on the jury. The employee will be paid his/her standard, straight-time hourly wage rate for the time spent serving on the jury, provided that any money received for jury duty be turned over to the Company. In no case shall an employee be deemed to have lost more than eight hours' work in

any one day. Jury duty pay shall be for a maximum of one hundred and twenty days per year per employee.

Employees will be required to call in and be available to return to work if needed when their absence as jurors is not required for the entire day or shift.

Employees shall present proof of time spent and pay received for jury duty.

An employee chosen for jury duty shall notify his/her supervisor as soon as possible and shall keep the Company notified of scheduled absences as far in advance as possible.

Section 6. **Military Service Leave.** Employees who are in, or enter, military service of the United States will be afforded all rights applicable by law.

Section 7. **Family And Medical Leave.** Eligible employees may take family and medical leave under the Company's Family and Medical Leave Act ("FMLA") policy. Employees are required to exhaust accrued paid leave (e.g., sick leave, wage continuation, vacation, compensatory time, etc.) concurrent with FMLA leave. In addition, FMLA leave will run concurrently with leaves of absence under the Workers' Compensation system. If any provision of the Company's FMLA policy conflicts with the provisions of the federal or any applicable state Family and Medical Leave Act, then the provisions of the federal or applicable state FMLA will prevail.

Section 8. **Sick Leave.**

A. **Eligibility.** Regular full-time employees shall be eligible for paid sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and the illness or injury of a dependent member of the employee's immediate family when the employee's presence is necessary in an emergency situation ("immediate family," as used in this Article, includes spouse, child, parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law). Sick leave may also be used for absences due to a death in the immediate family.

B. **Accrual.** Sick leave will accrue at the rate of 4.6 hours per each eighty hours worked, with a maximum accrual of fifteen days per year. Sick leave for regular part-time employees will accrue at the rate of 3.33 hours per each fifty-eight (58) hours worked, with a maximum accrual of ten (10) days per year. The accumulation of sick leave credit is unlimited. Sick leave may be used in minimum increments of one hour. Employees will not be paid for accrued but unused sick leave upon termination of employment, except as provided in Paragraph E of this Section 8. Unused sick leave credit accumulated during employment with another political subdivision of the State of Ohio may be

transferred to the Company upon submission of a written statement from that political subdivision, confirming the amount of accrued but unused sick leave.

C. **Notice.** In order to be paid for sick leave, the employee must give notice of absence from work to his/her supervisor not later than one hour prior to the employee's scheduled starting time; and upon the employee's return to work, he/she must complete a sick leave form for approval by the employee's supervisor and forward the form to the Human Resources Department. If the need for sick leave is foreseeable (e.g., scheduled surgery, birth of a child), the employee must notify his/her supervisor as soon as the employee is aware of the need for leave. An employee who fails to report to work after a leave of absence expires shall be deemed to have voluntarily resigned, and the Company will send notification of such resignation to the employee by certified mail.

D. **Certification.** The Company may request that the employee provide a physician's statement verifying the illness and its beginning and expected ending dates. Failure to provide this statement when requested, falsification of a sick leave form or physician's statement, or the application for sick leave with intent to defraud, shall be grounds for disciplinary action, including discharge, and the employee shall be required to refund any sick leave pay falsely obtained. Before returning to work from a sick leave lasting more than two consecutive workdays, the employee shall be required to provide a physician's verification that the employee may safely return to work.

E. **Payment Upon Retirement.** Employees who retire from active service with the Company, and who, at the time of retirement, have completed ten or more years of service with the Company, may elect to receive payment for accrued but unused sick leave at the rate of one day of pay for every four days of accumulated sick leave, not to exceed thirty days of pay.

F. **Childbirth.** Fathers shall be able to use up to 120 hours of their available, unused sick leave for the birth of a child.

Section 9. **Use of Casual Time.** With the approval of the Chief or his designee, employees may use accumulated casual time (compensatory time, vacation, or personal days) for the reasons listed in Sections 4 and 8 of this Article for a relative not listed in these sections.

Section 10. **Sick Leave Donation Program.**

A. **Purpose.** This program is to assist those full-time, non-probationary employees covered under the collective bargaining agreement who suffer an extended non-occupational illness/injury and have exhausted all other paid leave, including sick leave, vacation leave, personal leave and compensatory time. However, this

program does not supersede nor replace other retirement or disability programs. Leave contributions shall be currently available sick leave credits.

B. **Eligibility.**

1. Only full-time, non-probationary employees are eligible for contributions.

2. Employees must be eligible to use contributed leave. Exception may be made with the express written approval of the Human Resources Director where the employee is continuing to work partial hours while on light duty.

3. Eligibility ceases if the employee is, or becomes, eligible for any other retirement or disability program.

4. Maximum Contribution Benefits. An employee is eligible for a maximum of six months (1,040 hours donated benefits) for personal benefit during any twelve-month period.

C. **Accrued Time.** No sick leave, vacation leave, or personal leave shall accrue to the employee for any hours paid through contributed leave.

D. **Contributions.** There is no wage rate attached to any contributed leave. Each hour of contributed leave shall be at the employee's base rate of pay for a maximum of eighty hours per paid period.

E. **Application For Contributions.** Employees needing leave contributions shall complete a contribution application. Upon approval of the contribution and contingent on available leave bank balances, the employee shall be credited with contributed leave in eighty-hour increments. Attendance records shall denote contributed leave for time paid through contributed leave.

F. **Bi-Weekly Documentation.** Application for contributed leave shall be submitted bi-weekly and accompanied by a physician's certificate satisfactory to the Human Resources Director. In the event an employee is incapacitated, the employee's relative or department manager may file an application for contributed leave.

G. **Physician's Certification.** Appropriate physician's certification of the nature of the illness or injury must accompany requests for contributed leave.

H. **Final Decision.** The Human Resources Director shall determine eligibility, and the decision shall be final.

I. **Leave Rules In Effect.** All leave rules and procedures covered contractually, in the Handbook and all other Company policies and procedures, remain in effect for contributed leave. Falsification of any document will result in severe discipline, including removal and refund of any wages paid.

J. **Coordination With Unpaid Medical Leave.** An employee applying for leave contributions must request and be granted unpaid leave of absence for medical reasons.

K. **Disability Separation.** Upon conclusion of six months' unpaid leave of absence in which contributed leave has been paid, the employee shall be disability separated.

L. **Health Benefits.** Health benefits shall continue during a period covered by contributed leave for up to six months (180 days) in accordance with unpaid leave of absence policy.

M. **Processing Contributions.** When the Human Resources Department is made aware of the need for contributions, a notice will be sent to all law enforcement members of the collective bargaining unit to request contributions from full-time, non-probationary employees. Full-time, non-probationary law enforcement members of the collective bargaining unit desiring to contribute leave shall complete a leave contribution form and submit the form to the Human Resources Department.

A contribution credit shall be defined as eight hours of leave and shall not have a wage rate attached thereto. The contributing employee must have at least five sick leave credits on the books at the time of contribution. Contributions are irrevocable and non-refundable.

The contribution form shall be submitted to the Human Resources Director. Upon receipt of the contribution form, the Human Resources Department shall deduct eight hours of sick leave from the contributing employee's leave balance.

The Human Resources Department shall maintain the leave bank. A current roster of the leave bank will be supplied to the Union every six months.

N. **Insufficient Bank Balance.** When a request for contributed leave is received and the leave bank is insufficient, a notice of request for contributions shall be distributed to all law enforcement collective bargaining unit members.

ARTICLE 24

HOLIDAYS

Section 1. **Designated Holidays.** The following are designated as holidays:

New Year's Day (January 1st);
Martin Luther King Day (third Monday in January);
Memorial Day (last Monday in May);
Independence Day (July 4th);
Labor Day (first Monday in September);
Veterans' Day (November 11th);
Thanksgiving Day (fourth Thursday in November);
Day After Thanksgiving (fourth Friday in November); and
Christmas Day (December 25th).

For employees working a Monday through Friday schedule, if any of the above holidays falls on a Saturday or Sunday, then the preceding Friday (for a Saturday holiday) or the following Monday (for a Sunday holiday) shall be observed as the holiday, and the Saturday or Sunday shall not be regarded as a holiday for the purposes of this Agreement; for all other employees, the holidays shall be observed on the day they fall. If any of these holidays falls during an eligible employee's paid vacation period, holiday pay will be provided and that day shall not be counted as a vacation day.

If any of these holidays fall during an eligible employee's Company-required attendance at a seminar or conference, the employee may take an alternative day off as the holiday. The use of the alternative day off must be approved by the employee's supervisor.

Section 2. **Amount Of Holiday Pay And Eligibility.** Full-time employees shall receive an amount equal to eight hours' pay at the employee's standard straight-time hourly wage rate, for any of the above-designated holidays not worked, provided the employee shall be on active pay status.

An eligible employee who is scheduled or ordered to work on any of the holidays listed above shall be entitled, in addition to any holiday pay to which he is entitled, pay or (within the guidelines of Article 9, Section 4) compensatory time at one and one-half times his regular hourly rate.

Section 3. **Personal Days.** Each regular full-time employee will be credited with three personal days in January of each year, two of which must be taken by the employee during that calendar year, and one of which may be carried over into the next calendar year. Part-time employees working twenty-nine (29) or more hours per week on a regular basis shall be credited with sixteen (16) hours of personal time off in January of

each year, to be taken by the employee during that calendar year. The use of personal days and personal time off must be approved by the employee's supervisor.

ARTICLE 25

VACATIONS

Section 1. **Eligibility.** Regular full-time employees who have been in the employ of the Company for at least one year shall be considered for vacation with pay in accordance with the length of service as numerated below. The employee becomes eligible for subsequent vacation on each anniversary of his employment.

Length of Service	Vacation Allowance
1 through 5 years	10 days (80 hours)
6 through 13 years	15 days (120 hours)
14 through 19 years	20 days (160 hours)
20 years and over	25 days (200 hours)

Section 2. **Computation.** For vacation pay purposes, a week's pay shall be computed by multiplying forty hours by the employee's straight time hourly wage rate.

Section 3. **Carry Over.** An employee may carry over a maximum of the unused vacation allowance earned in one year to the following year. Such unused vacation shall be automatically carried over to the next year.

ARTICLE 26

BULLETIN BOARD

The Company shall make available a bulletin board for the exclusive use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon, which employees may read when reporting to or leaving their work stations, or during their free time.

The Union agrees that no notices will be placed on the bulletin board which contain:

1. Personal attacks upon any Company employee;

2. Scandalous, scurrilous, or derogatory attacks upon the Company;

3. Attacks on any other employee organizations;

4. Any obscene material; or

5. Any ethnic material.

If the Company believes that a posted notice violates these guidelines, it may immediately remove the notice and schedule a meeting with Union officials to discuss the notice. If an agreement cannot be reached concerning the notice or posting in question, the Company shall implement its determination, subject to challenge by the Union through the grievance and arbitration procedure.

ARTICLE 27

PERSONNEL FILE

Section 1. **Review Of Personnel File.** The Company shall maintain only one official personnel file for each employee. (The employee's medical records shall be maintained in a separate file for each employee.)

An employee may inspect his personnel file, upon prior written request of three days, twice each year during normal business hours, Monday through Friday. The employee, his Union representative, or an FOP staff representative may also examine his personnel file if a pending grievance requires such examination.

The employee may authorize, in writing, his Union representative or an FOP staff representative to act on his behalf in this regard. When such an inspection is made, an entry shall be made showing the date and name of the inspector. Except as required by the Ohio Open Records Act, the employee's file shall not be made available to any person or organization other than the Company.

Any employee, or his Union representative or FOP staff representative granted permission in writing by the employee, may obtain a copy of material contained in his file without cost.

Section 2. **Inaccuracies.** If an employee has reason to believe there are inaccuracies in documents contained in his personnel file, the employee may write a memorandum or letter explaining his position and have said memorandum attached to the documents in question.

Section 3. **Disciplinary Documents.** In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel file.

Written warnings will not be used to document future discipline after twelve months from date of issue.

Written Reprimands will not be used to document future discipline after twenty-four months from date of issue.

Suspensions will not be used to document future discipline after thirty-six months from date of suspension. Employees will be required to request that documentation be removed from their files.

The above records may be kept beyond their dates for documenting discipline to accommodate public records requests. They will be kept in a separate confidential file and not used for future employee actions.

Section 4. **Performance Evaluations.** The Company shall provide to each employee a copy of his periodic performance evaluation.

Section 5. **Public Records Act Requests For Release Of Personnel Records.** The Company will notify affected employees of requests for records under the Public Records Act. The employee may request a meeting with Human Resources to discuss the release of records. Nothing in this section will prevent the Company from abiding by the Public Records Act.

ARTICLE 28

EMPLOYEE RIGHTS DURING INTERNAL AFFAIRS INVESTIGATION OF CITIZEN'S COMPLAINT

Employees will be notified in writing when a citizen complaint has been filed against them, or when any complaint of corruption, brutality, or criminal misconduct has been assigned for an Internal Affairs Investigation. This notice will include the allegations, the employee's rights and responsibilities, and the name of the investigating supervisor. The employee will also be provided a copy of the Ranger Division Complaint Form or a written summary of the complaint against him. (The Complaint Form is attached as Exhibit "C" to the Agreement.)

An employee who is the focus of an Internal Affairs Investigation of a complaint is permitted to have an attorney and/or union representative present during his interview.

Garrity and Miranda warnings and Piper notice will be given as required by law.

To the extent practical, the interview will be conducted during the normal hours of the employee's scheduled shift. Interviews will be conducted at MetroParks facilities, or elsewhere if mutually agreeable, unless exigent circumstances require holding the interview elsewhere.

Both the investigating supervisor and the employee may record his interview. At the request of the employee, the investigating supervisor will provide a copy of the employee's recorded interview.

An employee who has been under such investigation will be informed in writing of the outcome at the conclusion of the investigation.

Employees may be given a polygraph examination and/or voice stress analyzer examination if they are a focus of an investigation, a known witness to an incident, or at the employee's written request to the Chief.

This Article does not apply to investigations or questioning done by supervisory personnel who are not part of an Internal Affairs Investigation.

ARTICLE 29

DRUG AND ALCOHOL POLICY

Section 1. **Purpose.** The Company and the Union have a significant interest in insuring the health and safety of employees. In furtherance of this interest, the Company has established a policy prohibiting the use, sale, or possession, of alcohol, illegal drugs, or controlled substances, by employees on Company premises, while on Company business, or while using Company vehicles. The Company encourages an enlightened viewpoint towards alcoholism and drug dependencies as behavioral-medical problems which, within reason, can be treated. The Company encourages employees to seek assistance in overcoming problems associated with alcohol and drug dependencies. An employee's job will not be jeopardized if the employee voluntarily seeks assistance prior to being identified through other means and realizes successful rehabilitation.

Section 2. **Policy Elements.** In furtherance of its policy to provide for the health and safety of the employees and to insure the health and safety of others, this Article establishes the following rules and procedures:

A. Employees are prohibited from using, possessing, or being under the influence of any alcoholic beverage, drug, or illegal or controlled substance on Company premises, while on Company business, or while using Company vehicles, other than over-the-counter drugs and prescription medications for which the employee has a valid prescription; except that employees are also prohibited from using or reporting to work under the influence of any drug or substance of whatever type or legality that impairs the employee's ability to perform his job. Violation of this rule may result in disciplinary action up to and including termination on the first offense. The Company may require the employee to participate in drug/alcohol rehabilitation through the Employee Assistance Program ("EAP"). If the employee is referred to such EAP, any discipline will be deferred until the successful completion of the initial rehabilitation program. An employee participating in drug/alcohol rehabilitation through the EAP will exhaust accrued paid leave prior to applying for unpaid medical leave in accordance with Article 23 of this Agreement.

B. Off-the-job possession, sale, or use of illegal drugs that leads to a conviction, impairs the employee's job performance, jeopardizes the safety of coworkers, or adversely impacts the confidence of the public in the Company's ability to meet its responsibilities is prohibited. Employees engaging in such actions are subject to discipline, up to and including termination.

C. Employees are prohibited from possessing paraphernalia used in connection with illegal drugs or controlled substances and/or from selling, purchasing, or transmitting illegal drugs or controlled substances on Company premises, in Company vehicles, or while on Company business. Employees involved in such possession, sale, purchase, or transfer of illegal drugs or controlled substances will be subject to immediate termination and potential criminal prosecution.

D. The Company may conduct searches of Company property or employee property (such as lockers, desks, lunch boxes, etc.) located on Company premises or in Company vehicles without notice or consent, to ascertain a violation of the drug and alcohol policy.

Section 3. **Drug And Alcohol Testing.** The Company may require an employee to submit body substance samples (e.g., breath, blood, or urine) for illegal or controlled substance and alcohol testing in any of the following situations:

A. **Pre-Employment Testing:** All applicants for employment are required to provide upon request a body substance sample for testing.

B. **Post-Accident Testing:** Any employee who is involved in an accident at the work site or while on duty is required to provide upon request a body substance sample for testing. Any employee involved in an accident must immediately

notify his supervisor of such so that the testing process can be initiated. An accident means an occurrence involving personal injury or disabling damage to vehicles (including ATV's and boats).

C. **Reasonable Suspicion Testing:** Any employee with observed changes in performance, behavior, speech or other suspect conduct, or the actual observation of the employee drinking alcohol or using illegal drugs, is required to provide upon request a body substance sample for testing. Behaviors that may result in reasonable suspicion can include, but are not limited to: (1) a pattern of abnormal conduct or erratic behavior, including abnormal leave patterns; (2) arrest or conviction for a drug- or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking; (3) information from a source, which in the Company's judgment is reliable, that leads the Company to conclude that the employee is in probable violation of this policy; and/or (4) evidence that an employee has tampered with a drug test.

D. **Return-To-Work Drug Testing:** Any employee who has been absent from work for alcohol and drug rehabilitation and/or for discipline for a violation of this policy must pass a drug and/or alcohol test before returning to work.

E. **Follow-Up Testing:** An employee who is referred to alcohol and drug rehabilitation, successfully completes such rehabilitation and returns to work, will be subject to unscheduled testing during the twelve-month period following reinstatement. Any positive test during this period will result in immediate termination. No more than six follow-up tests will be given during such twelve-month period.

F. **Weapon Discharge Testing:** Any employee who discharges his Company-issued weapon or his Company-authorized weapon may be required to provide upon request a body substance sample for testing.

The employee shall provide a signed release authorizing disclosure of the test results to the Company. Refusal to provide a body substance sample under the conditions described in this Section, or refusal to provide a signed release, is treated as a positive test result and will be grounds for discipline, up to and including immediate termination. An attempt to alter or substitute a specimen is considered a refusal to take the drug or alcohol test. Employees who fail to successfully complete a rehabilitation program, who have repeat positive test results under this policy, or who violate any provision of a return-to-work agreement will be subject to discipline, up to and including immediate termination.

An employee who self-identifies as having a substance abuse problem after (1) being asked to provide a body substance sample, (2) being involved in an accident, or

(3) having been found to have used illegal drugs, is not protected from disciplinary action under this policy.

When an employee is sent for testing based upon reasonable cause or post-accident, the employee will not return to work until fitness for duty is established. Work time missed pending the outcome of the test will be treated as administrative leave. The employee will be paid for any time lost from work only if the test result is negative.

All testing will be conducted under standards approved by the Department of Transportation. Impairment by alcohol shall be defined as an alcohol level of 0.04 grams of alcohol or higher.

If the results of a drug test are positive, a confirmation drug test will be conducted in accordance with the Department of Transportation regulations. The employee will not be required to pay for this confirmation drug test. Any employee who tests positive may request a second test of the original specimen if the employee makes the request within seventy-two hours of being informed of the positive results. The employee will be required to pay for this test. This test will be performed by a federally approved testing laboratory.

ARTICLE 30

TUITION REIMBURSEMENT

Employees will be entitled to tuition reimbursement in accordance with Section 304 of the Fiver Rivers MetroParks Employee Handbook.

ARTICLE 31

SAVINGS CLAUSE

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In addition, within twenty calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 32

MODIFICATION OF AGREEMENT

The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated, and signed by the parties to this Agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from resolutions.

ARTICLE 33

DURATION OF AGREEMENT

Section 1. **Duration.** This Agreement shall be effective as of August 1, 2016, and shall remain in force and effect until August 1, 2019. This Agreement shall remain in effect after the expiration date in 2019 from year to year thereafter unless either party gives written or electronic notice to the other of its desire to modify or terminate this Agreement. Such notice may not be given more than ninety days nor less than sixty days prior to the expiration date in 2019. If any such notice is given, this Agreement shall remain in effect until the terms and provisions of a new Agreement are agreed upon.

WITNESS THE SIGNATURES of the parties to this Agreement, on this 17th day of August, 2016.

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

Terry Boshears
Committee Member

Adam Gaby
Committee Member

FOR:
BOARD OF PARK COMMISSIONERS
OF FIVE RIVERS METROPARKS

Rebecca Benná
Executive Director

Mark P. Hess
Chief of Rangers

Michael Lally
Committee Member

Debra Jackson
Director, Human Resources

Tom Fehr
FOP/OLC Staff Representative

William J. Bill Tschirhart, CPRP
Director of Business Services

1050995.1

EXHIBIT "A"

GRIEVANCE FORM

EXHIBIT "B"

WAGE SCHEDULE

Effective January 1, 2017, the wage scale will increase by 2% as follows:

STEPS	ENTRY	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 7 YEARS
RANGER	$21.39	$22.83	$24.23	$25.60	$27.02	$28.41	$29.25
SGT.	$24.60	$26.25	$27.85	$29.45	$31.08	$32.68	$33.66

Effective January 1, 2018, the wage scale will increase by 2% as follows:

STEPS	ENTRY	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 7 YEARS
RANGER	$21.82	$23.28	$24.71	$26.11	$27.56	$28.98	$29.84
SGT.	$25.09	$26.78	$28.40	$30.04	$31.70	$33.33	$34.33

Effective January 1, 2019 the wage scale will increase by 2% as follows:

STEPS	ENTRY	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 7 YEARS
RANGER	$22.25	$23.75	$25.20	$26.64	$28.11	$29.55	$30.44
SGT.	$25.60	$27.32	$28.97	$30.64	$32.34	$34.00	$35.02

1. **Movement on the Step Grid System.** In order to advance to the next higher pay step, an employee must have the requisite number of years of service in grade.

2. **Pay Differential.** The hourly pay differential between full-time Rangers and full-time Sergeants is fifteen percent.

3. **Officer-in-Charge.** An employee temporarily designated by the Chief as Officer-in-Charge will be paid an additional $1.50 per hour for all hours assigned and worked as Officer-in-Charge. The employee shall indicate on his time sheet the times he was assigned and worked as Officer-in-Charge.

4. **Field-Training-Officer.** An employee designated as Field-Training-Officer by the Chief will be paid an additional $1.00 per hour for all hours assigned and worked as Field-Training-Officer. The employee shall indicate on his time sheet the times he was assigned and worked as Field-Training-Officer. No employee shall receive premium pay for both Officer-in-Charge and Field-Training-Officer for the same hours worked. An employee who is assigned and works as Officer-in-Charge while working as Field-Training-Officer will receive only the Officer-in-Charge rate for such hours assigned and worked.

5. **Shift Premium.** Employees regularly assigned to work first watch and third watch will be paid a shift premium of thirty cents per hour for all hours worked during the scheduled first or third watch shifts.

6. **Part Time Employees.** Part Time employees shall be placed on the same wage scale as full-time Rangers.

EXHIBIT "C"

COMPLAINT FORM