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COLLECTIVE BARGAINING AGREEMENT

between

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

and

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

for

DISPATCHERS

October 1, 2011 through September 30, 2014

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AGREEMENT

ARTICLE 1: PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of Cleveland Metroparks, hereinafter referred to as the Employer, and to establish an orderly procedure for the resolution of differences between the Employer and members of the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union", the "FOP/OLC, Inc." or the "bargaining unit."

ARTICLE 2: RECOGNITION

2.1 The Employer recognizes the FOP/OLC, Inc. as the sole and exclusive representative of its full-time Dispatchers, pursuant to the certification of SERB in Case No. 98-REP-10-0239, dated February 25, 1999.

ARTICLE 3: NON-DISCRIMINATION

3.1 The parties agree that neither the Employer nor the FOP/OLC, Inc. shall discriminate against any individual on the basis of his or her membership or participation in Union matters. Both parties further agree that equal opportunity will be provided to all bargaining unit employees regardless of race, religion, color, creed, age, sex, national origin or disability. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated. The Employer and the Union will cooperate with compliance with the provision of the Americans with Disabilities Act (ADA).

ARTICLE 4: FOP/OLC, INC. ASSOCIATES

4.1 The Union shall designate in writing to the Employer one member of the bargaining unit who is to serve as FOP/OLC, Inc. Associate (steward). The Associate, at the discretion of the Employer, which must be applied reasonably, will be permitted necessary time off from his normal tour of duty to service this Agreement, so long as it does not interfere with the Employer's operational needs. Payment for such time shall be on a no-loss, no-gain basis.

4.2 During any calendar year, the FOP/OLC, Inc. representative and/or his designee, shall be permitted up to forty (40) hours of time, with prior notification and approval of the Chief Ranger or designee, to attend association business as it affects the FOP/OLC, Inc. and Cleveland Metroparks. Said time shall be cumulative from year to year. The FOP/OLC, Inc. will reimburse Cleveland Metroparks for wages paid to the FOP/OLC, Inc. representative or his designee for this purpose.

4.3 Upon reasonable notice, the Employer will provide the FOP/OLC, Inc. a room and/or area to hold meetings with members of the unit.

4.4 Meeting areas. The FOP/OLC, Inc. shall have access to all meeting areas of the Employer on the same basis as other members of the public.

4.5 By prior notice of at least one (1) week, members elected or selected as FOP/OLC, Inc. Delegates to conferences or conventions (not to exceed one in number) shall be granted up to five (5) days off in any year without pay. The employee may debit the leave time to any accumulated compensatory time or vacation time and holiday time.

ARTICLE 5: DUES DEDUCTIONS

5.1 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues paying members of the FOP/OLC, Inc., or, as a condition of continued employment, remit to the FOP/OLC, Inc., a fair share fee, to be determined by the FOP/OLC, Inc., in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall within thirty (30) days of employment either elect to become members of the FOP/OLC, Inc. or remit the fair share fees.

5.2 As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become or remain a member of the FOP/OLC, Inc. Any non-member of the FOP/OLC, Inc. may apply for reimbursement of his dues, not used for labor purposes, to the reimbursement committee of the FOP/OLC, Inc. as provided in Ohio Revised Code Section 4117.09(C).

5.3 The Employer agrees to deduct FOP/OLC, Inc. dues from any FOP/OLC, Inc. member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C).

5.4 The FOP/OLC, Inc. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

5.5 Deductions for dues and fair share fees will be made and paid monthly to the FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215-4611.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 Except as limited by express provisions of this Agreement, the Employer shall have the right to:

A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs

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

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

ARTICLE 7: NO STRIKE/NO LOCKOUT

7.1 The FOP/OLC, Inc. shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walk-out, concerted "sick" leave, work stoppage, or an unlawful interference of any kind with any operations of the Employer.

7.2 In the event any violation of 7.1 of this Article occurs, the FOP/OLC, Inc. shall immediately notify all employees that the strike, concerted "sick" leave, slowdown, work stoppage, or unlawful interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the FOP/OLC, Inc. Violation of Section 7.1 shall be grounds for termination.

7.3 During the term of this Agreement, the Employer will not lockout any member of the bargaining unit.

ARTICLE 8: HEALTH AND SAFETY COMMITTEE

8.1 Occupational safety and health is a mutual concern of the Employer and of the FOP/OLC, Inc. and of the employees. The FOP/OLC, Inc. will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. Cleveland Metroparks

agrees to the extent possible to operate and maintain a safe working environment for all employees.

8.2 The Employer and employees shall comply with applicable Federal and State laws, rules and regulations and Employer safety rules.

8.3 On no less than a semi-annual basis, but at anytime in the interim, the Union may set up a meeting with the Employer to discuss safety issues of mutual concern with the Dispatch unit.

ARTICLE 9: PERSONNEL FILES

9.1 An employee may be permitted to review on an annual basis his or her personnel file with at least a five (5) day written request. In addition, an employee may inspect his or her file in direct response to a pending grievance or official matter. The employee may authorize, in writing, his bargaining unit representative to act on his behalf in this regard.

9.2 Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

9.3 In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, any and all documents there will not be retained in the employee's personnel file.

9.4 Except as required by the Ohio Open Records Act, or pursuant to subpoena, the Employer will not make the employee's personnel file available to any person or organization other than the Employer, its agents or pursuant to business. The Employer shall notify any bargaining unit member prior to the release of that individual's personnel records pursuant to a records request or subpoena.

ARTICLE 10: ALCOHOLISM/DRUG ABUSE

A. Reasonable Cause Testing

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

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

- a. abnormal conduct or aberrant behavior;
- b. information provided by reliable and credible sources;

- c. observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- d. the smell of alcohol on the employee's breath.

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

B. Accident Testing

Drug or Alcohol testing may also be ordered when a ranger or dispatcher is involved in a significant accident or discharges his/her weapon.

C. Return to Work Testing

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

D. Random Testing

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

1. All sworn members of Cleveland Metroparks Ranger Department, from ranger to Chief and dispatchers, shall be eligible for the random testing regardless of rank or assignment.

2. An Employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled on the date on which urine specimens will be collected will be subject to disciplinary action.

3. The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify a designated officer ("DO") of the random selections and will coordinate the test scheduling of the selected employees. If the DO is selected for random testing, the testing organization shall notify the Chief who will arrange for the testing of the DO.

4. Random selection shall be defined as a method of selection in which each and every sworn member of the ranger force and dispatchers, regardless of rank or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted. Every month on a day selected by the testing organization 8.5% (rounded to the nearest whole number) of the eligible officers and dispatchers will be drug/alcohol tested on a random selection basis.

5. Rangers and dispatchers on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the designated officer.

6. In addition to the foregoing, all members of the department will undergo an annual drug/alcohol test. The date and time of the test will be set by the testing organization without the knowledge of the department. The testing organization will notify the Human Resources Department representative who will notify the DO who will then arrange the testing.

E. Positive Test

1. A positive drug/alcohol test will result in disciplinary action(s) appropriate under the circumstance.

2. Any employee who refuses to submit to testing when advised, or who submits adulterated or modified urine samples or who in any way attempts to evade a drug test or submit a false or misleading sample is subject to the same penalties as those rangers who test positive for illegal use of drugs/alcohol.

F. Drug Testing Methodology

1. The testing or processing shall consist of a two step procedure: (1) initial screening test, and (2) confirmation test. The urine sample shall be tested first using an initial drug screening procedure. Notification to a departmental designee of a positive test shall not be made until a confirmation test is conducted.

2. All urine drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state or federal authorities. A five (5) panel drug test shall be used.

3. Prior to testing, the employee will be provided by personnel at the testing location with a "Consent to a Urinalysis Test and Authorization for Release of Medical Information." The form will specify, inter alia, that its use will be limited to internal, administrative purposes only, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to submit to a duly authorized drug test and will constitute a disobedience to an order. This will subject the employee failing or refusing to disciplinary action, which could include dismissal.

4. Specimen collection will occur in a medical setting and without direct observation. The procedures will not be designed to knowingly demean, embarrass or cause physical discomfort to the employee being tested.

A directly observed collection will be mandated if:

- a. Materials were observed being brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or

- b. the temperature on the original specimen was out of range; or
- c. the original specimen appeared to have been tampered with; or
- d. the laboratory reports that a specimen is invalid, and the laboratory's Medical Director advises there is not an adequate medical explanation for the result.

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

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

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

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

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

G. Voluntary Self Referral

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

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

2. In the instance of self-referral for illegal drug use the decision to discipline will be made by the Chief on a case-by-case basis, depending on the facts and circumstances.

Participation in the EAP or other acceptable treatment alternatives will not, in itself, jeopardize an employee's job. In fact, successful treatment will be viewed positively. However, participation in an EAP or treatment program will not:

1. Prevent the implementation of discipline for conduct that occurs in conjunction with inappropriate alcohol or drug use.

2. Relieve an employee from the responsibility to perform assigned duties safely, effectively and at a satisfactory performance level.

H. Procedures Re: Prescription Medications And Safety Sensitive Employees

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

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

The documentation should indicate:

1. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the ranger or dispatcher to remain at full duty; or

2. Whether (in short term situations) the ranger or dispatcher should be placed on limited duty during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

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

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

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

DRUG AN ALCOHOL TESTING PROGRAM - JOINT OVERSIGHT COMMITTEE

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

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

ARTICLE 11: WORK RULES

11.1 Existing work rules are contained in the Dispatcher Manual, which is supplied to each employee and in Cleveland Metroparks Employee Handbook, which is available at the Dispatcher location.

11.2 New or changed rules (other than of an emergency nature and other than safety rules) shall be provided to the FOP/OLC, Inc. within seven (7) days. If the FOP/OLC, Inc. suggests changes in the rule presented to it which the Employer accepts, the rule will be so amended. However, the final decision shall be that of the Employer, and the new or changed rule shall be posted at all bulletin boards.

11.3 Where a work rule is in conflict with an express provision of the Agreement, the Agreement shall prevail.

ARTICLE 12: DISCIPLINE

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

12.2.1 As a general policy, Cleveland Metroparks recognizes that disciplinary action is designed to improve the employee involved. In that regard, progressive discipline may consist of a) documented counseling; b) written reprimand; c) suspension (without pay); and d) termination.

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

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

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

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

ARTICLE 13: GRIEVANCE PROCEDURE

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

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

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

STEP 1: An employee who has a grievance must meet with his immediate supervisor (and/or other appropriate personnel) to attempt to resolve the grievance on an informal basis.

STEP 2: If the matter is not resolved in Step 1, a written grievance must be filed with the Chief of Rangers within seven (7) working days of the alleged violation of this Agreement. Within seven (7) working days after the filing of the grievance, a meeting will be held with the next level supervisor, the aggrieved employee(s), and the employee's Steward. Within seven (7) working days of this meeting, a management representative shall issue a written answer to the grievant and the Union Steward.

STEP 3: If the grievance is not satisfactorily settled in Step 2, the

FOP/OLC, Inc. representative may appeal the Step 2 answer to the Chief of Ranger within seven (7) working days after the Step 2 answer. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the Step 2 answer is unacceptable. Within seven (7) working days after receipt of the appeal, a grievance meeting shall be scheduled between the Chief of Ranger and/or his designee and the FOP/OLC, Inc. representative. The Chief of Ranger and/or his designee, within seven (7) working days after the close of such meeting, shall issue a written decision to the grievance.

STEP 4: If the grievance is not satisfactorily settled in Step 3, a written appeal may be filed with the Director of Human Resources within seven (7) working days of receipt of the Step 3 answer. The Director of Human Resources will schedule a grievance meeting within seven (7) working days with the FOP/OLC, Inc. representative. The Director of Human Resources will issue a written decision within ten (10) working days of the grievance meeting.

ARBITRATION: If the grievance is not satisfactorily settled at Step 4, the FOP/OLC, Inc. representative may submit the grievance to arbitration by notifying the Executive Director-Secretary or the Director of Human Resources in writing of its intent to do so within ten (10) calendar days after the Step 4 answer was issued. If the Employer and the FOP/OLC, Inc. representative cannot agree upon an impartial arbitrator, the FOP/OLC, Inc. representative may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with their applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties. The parties may mutually agree to use Federal Mediation and Conciliation Services (FMCS) in place of the American Arbitration Association.

13.4 TIME LIMITATIONS:

A. To be considered valid, a grievance must be filed in writing within seven (7) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.

B. Where a grievance is originally filed in a timely manner and the Employer fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

C. Once a grievance is originally timely filed, the parties may by mutual agreement in writing extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

13.5 The FOP/OLC, Inc. shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

13.6 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the Employer, the FOP/OLC, Inc., and the employees.

13.7 A grievance as to discharge shall be filed in writing within three (3) working days after the discharge and shall be presented in Step 3.

13.8 Class Grievance. A grievance may be brought by a dispatcher who believes himself/herself to be aggrieved. When a group of dispatchers desires to file a grievance involving any alleged violations which affects more than one dispatcher in the same way, the grievance may be filed by the FOP/OLC. Class Action grievances shall be filed within fifteen (15) days of the date on which any of the affected grievants would or could have had knowledge of the event giving rise to the class grievance. A class action grievance shall be initiated directly into the third step of the grievance procedure.

13.9 Employees can obtain grievance forms at Ranger Headquarters.

ARTICLE 14: SENIORITY

14.1 For the purpose of this Agreement, seniority refers to the total full-time continuous service in the Dispatcher Department. In cases where more than one dispatcher have the same department seniority date, seniority between those dispatchers will be based on total continuous years, months, and days of service as an employee of Cleveland Metroparks. If all remains equal, a coin toss will be used to determine ranking. Such tiebreakers will be witnessed by the Union.

14.2 Probationary Period. New employees shall be regarded as probationary for the first one hundred eighty (180) days of actual service, including training time, and will receive no continuous service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the date of hire. During the probationary period, the Employer may layoff, transfer, or terminate the probationer who shall have no recourse to the grievance procedure.

14.3 Break in Service. The following situations shall not constitute a break in continuous service:

- A. Absence while on an approved personal leave of absence (not to exceed six [6] months).

- B. Absence while on an approved medical leave (not to exceed Twenty-Four [24] months).
- C. Military leave (pursuant to Federal Statute).
- D. Layoff not to exceed twelve (12) months or length of service, whichever is less.

14.4 Loss of Seniority and Employee Status. The following situations constitute a break in continuous service, resulting in loss of employee status:

- A. Discharge for just cause.
- B. Resignation.
- C. Retirement.
- D. Layoff for Twenty-Four (24) months.
- E. Failure to return to work within ten (10) days after initial delivering of notice of recall from layoff by certified mail.
- F. Failure to return to work after expiration of a leave of absence.

14.5 In all cases of reduction of forces, seniority shall be used as the deciding factor if qualifications and ability to perform the available work is relatively equal in the judgement of the Employer. The Employer will notify the Union of any layoffs.

14.6 Seniority List. The Employer shall post a seniority list once each six (6) months on the department bulletin board showing the continuous service of each employee. A copy of the list shall be furnished to the FOP Representative.

ARTICLE 15: MILITARY SERVICE

15.1 Cleveland Metroparks agrees to comply fully with all Federal and State laws with regard to military service.

ARTICLE 16: HOURS OF WORK & OVERTIME

16.1 The standard work week shall consist of forty hours and shall consist of full shifts of eight hours each. Employees' off days shall be consecutive. The work week shall commence with the first full shift scheduled to begin on or after 00:00 on a Sunday and shall end with the first full shift scheduled to begin on or before 23:59 on Saturday.

16.2 Employee work schedules shall be posted. When changes in employee work schedules are made, Cleveland Metroparks will give affected employees notice no later than the Monday before the work week in which the changes are to be implemented, except in cases of emergencies or by mutual agreement. Cleveland Metroparks will not change a work schedule during the period for which it has been posted where the primary reason for the change is to avoid short term overtime.

16.3 Employees will receive compensatory time at the rate of one and one-half (1-1/2) times for hours paid (except for paid sick leave) beyond forty (40) hours in a work week or eight (8) hours on a shift to the maximum of two hundred forty (240) and thereafter shall be paid in cash. There shall be no pyramiding of overtime under any circumstances.

16.4 Each employee is entitled to an unbroken rest period of at least twelve (12) hours between shifts and any employee who is required to work during his twelve (12) hour rest period shall be paid for such work at the rate of time and one-half (1-1/2) his regular straight time hourly rate of pay. This shall not apply when an employee works a double shift and receives premium pay for one of these shifts or when the Employer is paying premium pay for the hours worked within said rest period.

16.5 Because of the unique nature of the duties of the employees, and emergency obligations of the employees, Cleveland Metroparks reserve the right to assign Dispatchers to work overtime as required. Whenever operationally feasible a full time Dispatcher will be assigned overtime work prior to assigning work to a person not within this bargaining unit on an overtime basis.

16.6 Records of compensatory time shall be maintained. Compensatory time off will be determined by management in conjunction with notice to the Dispatcher.

16.7 Whenever Cleveland Metroparks determines to perform Dispatch work on an overtime basis, Cleveland Metroparks agrees to make a good faith effort to use the following call out procedure. Call out first of a shift be performed on an overtime basis shall be split between the person working the shift prior to and the shift following the shift in question. If Cleveland Metroparks determines that it is infeasible for such persons to perform the needed overtime work, Cleveland Metroparks, when it determines it to be operationally feasible, will offer work to other available bargaining unit member on a rotating seniority basis. Subject the foregoing, Cleveland Metroparks may offer Dispatch work on an overtime basis to non-bargaining unit persons. On an annual basis, providing at least fourteen (14) days notice, the Employer shall post a schedule to be effective January 1, setting forth the various Dispatcher positions which shall detail the weekly regular shifts and normal starting times of each position. Bargaining unit members may select positions on the basis of seniority. When a vacancy occurs or a new schedule is to be implemented, the schedule will be posted for bidding at least one week prior to permanent implementation.

16.8 Employees may temporarily trade shift with other employees subject to the following conditions:

- A. All requests must be approved by the immediate supervisor. Requests for temporary shift trades shall not be unreasonably denied.
- B. Shift trades shall not create any overtime liability for the Employer, nor create operating problems.

ARTICLE 17: SICK LEAVE

17.1 Sick leave is defined as an absence with pay necessitated by personal illness, injury, exposure to contagious disease, medical exams, treatment for pregnancy and/or childbirth, and from illness, injury or death in the immediate family. The immediate family includes mother, father, brother, sister, spouse, daughter, son, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and legal guardian or other person who stands in the place of a parent.

17.2 To attend a funeral, an employee may be granted, based on need, a bereavement leave of absence up to a maximum of three (3) consecutive working days (five (5) days if funeral is out of state) in the event of a death in the employee's immediate family. Three (3) days, up to and including the day after the funeral (the first three (3) days of an out of state bereavement leave), are a paid benefit. The fourth (4th) and fifth (5th) day of an out of state bereavement leave may be paid from accumulated sick leave.

17.3 An employee may request a working day off to attend the funeral of a person other than a member of the immediate family. Accrued sick pay may be used for this purpose. An employee may be required to confirm the reason for using this leave if requested by the employee's supervisor.

17.4 The employee shall notify his supervisor prior to the start of his shift on the first day of any absence which is to be charged to sick leave. The supervisor is to be kept informed of conditions and of the expected date of return to work. Paid sick leave may be forfeited if the employee fails to give proper notice or lack of satisfactory evidence. If an employee leaves his job during his shift because of illness, he must first notify his immediate supervisor. If the immediate supervisor is not available, the employee must utilize the chain of command.

17.5 An employee injured at work, in the performance of official duties, who requires medical attention who is advised by the emergency doctor not to return to work on that day will be paid for the remainder of the day if he provides written medical evidence from the emergency doctor. This payment will not be deducted from accumulated sick leave.

17.6 An employee must supply medical evidence to support a sick leave of over three (3) days at the time the employee returns to work. However, Cleveland Metroparks, in its discretion, may require such medical substantiation during the sick leave period. Cleveland Metroparks may authenticate the necessity of the leave or continuance thereof by a doctor of its choice, and at its expenses.

17.7 The employee may be required to supply a doctor's certificate substantiating the employee's ability to return to the employee's regular job after a sick leave of over three (3) days.

17.8 If the employee returns to work after a period of disability and still shows disability on the job, the Employer may require the employee to have a physical examination by a doctor chosen or approved by the Employer. This exam will be paid for by the Employer.

17.9 Sick leave is earned at the rate of 4.6154 hours for each eighty (80) hours worked; unused sick leave may be accumulated without limit. Vacation and sick time are earned while an employee is on paid sick leave status. Cleveland Metroparks holidays are not counted in the reporting of paid sick leave.

17.10 Employees who have prior public service credit accrued within the past ten (10) years may transfer their sick time from their previous public employer.

17.11 An employee with ten (10) or more years of continuous employment with Cleveland Metroparks and who resigns or retires shall be paid for one-fourth (1/4) of his sick leave balance accrued through his last date of service. This is a one-time payment. If the employee is reinstated, he will earn sick leave as if he were a new employee and he will not be eligible again to receive any compensation for any portion of his accumulated unused sick leave as used to compute the one-time payment above, upon subsequent termination or retirement.

17.12 In the case of an employee who dies after having ten (10) or more years of continuous employment with Employer, accumulated sick leave shall be paid to his designated beneficiary, or his estate if no beneficiary is designated, under the same terms and in the same manner as provided in 17.11 above.

17.13 Probationary employees shall not be entitled to be paid sick leave during the first ninety (90) days of employment but shall accumulate sick leave credits during that ninety (90) day period. No sick leave shall be due for injuries sustained in outside employment.

ARTICLE 18: HEALTH BENEFITS

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

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

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

Rangers (FOP/OLC, Inc.)	1 member
Ranger Sergeants (FOP/OLC, Inc.)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members

Non-Union	4 members
Dispatcher (FOP/OLC, Inc.)	1 member (non-voting)

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

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

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

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

18.8 Sections 18.3-18.7 will be automatically modified to reflect any changes in the operation and protocols of the Benefit Study Team that are agreed upon, from time to time, by Cleveland Metroparks and Teamsters Local 507.

ARTICLE 19: VACATIONS

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

19.2 Vacations shall be granted based on the following schedule:

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

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

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

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

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

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

ARTICLE 20: HOLIDAYS

20.1 Employees are eligible for the following paid holidays:

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

20.2 In addition, employees are eligible for two (2) floating holidays. Floating holidays may be scheduled during a calendar year with the mutual agreement of the employee and the immediate supervisor. During the first calendar year of employment, an employee will be entitled to two (2) floating holidays if the first day of employment is after May 1 and prior to December 1. Floating holidays are not accumulated beyond December 31 of each year and are not reimbursable if not taken except that they may be taken in the first quarter of the next calendar year for good cause shown.

20.3 Employees may be scheduled to work on a holiday. Employees will receive compensatory time at the rate of one and one-half (1.5) for hours worked on the holiday.

20.4 A holiday falling on Sunday will be observed on that Sunday; a holiday falling on Saturday will be observed on that Saturday. Holiday compensatory time will not be carried over from year to year in excess of seventy-two (72) hours, not including Section 20.2. If management is unable to schedule holiday compensatory time (need not be mutually agreeable) by the end of the year, Cleveland Metroparks will pay for all accumulated holiday compensatory time in excess of seventy-two (72) hours which will be carried over.

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

ARTICLE 21: SALARIES

21.1 The following wage rates shall be in effect for the duration of this Agreement:

Effective October 1, 2011 Same percentage change in base pay as Teamsters Local 507 contracts with Cleveland Metroparks for 2/1/2012 which will be retroactive to 10/1/2011 and reduced to cents per hour.

Effective October 1, 2012 Same percentage change in base pay as Teamsters Local 507 contract with Cleveland Metroparks for 2/1/2013 which will be retroactive to 10/1/2012 and reduced to cents per hour.

Effective October 1, 2013 Same percentage change in base pay as Teamsters Local 507 contracts with Cleveland Metroparks for 2/1/2014 which will be retroactive to 10/1/2013 and reduced to cents per hour.

* If during the duration of the parties' Collective Bargaining Agreement expiring September 30, 2014, Cleveland Metroparks enters into a collective bargaining agreement with other unions that provides a greater annual wage increase than the instant Agreement except where given for documented concessions, Cleveland Metroparks will extend the same increase to this bargaining unit.

21.2 New hires will be hired at 50¢ below the rate set forth in 21.1 and shall receive a 25¢ per hour increase after six months and a second 25¢ per hour increase after one year.

21.3 A premium of 25¢ per hour will be paid to employees working on the 3rd (Lobster) shift.

21.4 Effective October 1, 2008, a Dispatcher Retention Program will provide the following:

- A. Upon completion of two (2) years of full-time Cleveland Metroparks Dispatcher service 50¢ per hour will be added to the employee's base rate.
- B. Upon completion of three (3) years of full-time Cleveland Metroparks Dispatcher service \$1.50 per hour will be added to the employee's base rate.
- C. Upon completion of six (6) years of full-time Cleveland Metroparks Dispatcher service \$3.00 per hour will be added to the employee's base rate.

ARTICLE 22: MISCELLANEOUS

22.1 Bulletin Boards. The Employer shall make available a suitable bulletin board on an appropriate alternative space for the use of the FOP/OLC, Inc.

22.2 Copies of Agreement. Cleveland Metroparks agrees to make copies of this Agreement and supply it to the Dispatchers.

22.3 Rights of Employees During Internal Investigation. When the probable outcome of an Internal Affairs investigation or questioning will result in disciplinary action other than a following Section 4 investigation or questioning, the following guidelines shall apply:

- A. Questioning of the employee will be conducted at a reasonable hour.
- B. Questioning of the employee will generally occur while the employee is on duty at a Cleveland Metroparks facility or location.
- C. The employee will be informed of the general nature of the complaint, the name and rank of the person authorizing the investigation and the name and rank of all officers present at the questioning.
- D. Questioning will be done primarily by one officer and be for a reasonable amount of time, allowing for necessary rest and personal necessities.
- E. No threats, harassment, or promises will be made to the employees with the purpose of inducing an employee to answer questions, except immunity from prosecution as provided by law.

F. Transcripts, if taken by Cleveland Metroparks, of any questioning will be kept by the officer performing the internal affairs investigation and made available to the employee who gave the statement or his/her authorized representative at the Chief's office during business hours.

G. An employee under investigation shall have the right to be represented by a representative from the union.

H. At the conclusion of an investigation, an employee will be entitled to notification that the investigation is complete. In the event that disciplinary action results from an investigation, the employee or his authorized representative shall have the right to review transcripts, records, any statements made by the employee and any exculpatory information gathered by the investigation.

22.4 There will be no retaliation, penalty, or threat of penalty for the exercise of an employee's rights under this contract or any Federal or State law.

22.5 Nothing in this section shall be construed to impair any legal right or remedy of the employee nor prohibit an employee from waiving any right or remedy.

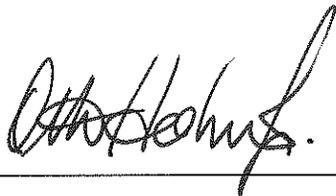
22.6 This article does not apply in the cases of alleged criminal conduct by the employee or investigations and questioning done by supervisory personnel who are not part of an Internal Affairs investigation.

ARTICLE 23: TERM OF AGREEMENT

23.1 This Agreement shall become effective as of October 1, 2011 and continue in full force and effect until September 30, 2014, and shall continue in effect from year to year thereafter unless either party desires to change or modify it, in which case that party shall give notice to the other party in writing at least sixty (60) days prior to the expiration date of this Agreement or if any subsequent anniversary date hereof.

FRATERNAL ORDER OF POLICE,

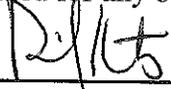
BOARD OF PARK COMMISSIONERS
OF OHIO LABOR COUNCIL, INC.
CLEVELAND METROPOLITAN
PARK DISTRICT

BY  _____

BY  _____
Executive Director-Secretary
 _____
Director of Human Resources

Dated at Cleveland, OH, this 30, day of September, 2011.

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



DAVID J. KUNTZ, TREASURER

DATE: 9/28/11



Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144
216-635-3200
FAX 216-635-3286
TTY 216-351-0808

Board of Park Commissioners

Bruce G. Rinker
President

Dan T. Moore
Vice President

David W. Whitehead
Vice President

Executive Director-Secretary

Brian M. Zimmerman



October 1, 2011

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

RE: Letter of Understanding

Dear Mr. Holm:

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

Sincerely,

Harold G. Harrison
Director of Human Resources

HGH/tg



Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144
216-635-3200
FAX 216-635-3286
TTY 216-351-0808

Board of Park Commissioners

Bruce G. Rinker
President

Dan T. Moore
Vice President

David W. Whitehead
Vice President

Executive Director-Secretary

Brian M. Zimmerman



October 1, 2011

Mr. Otto J. Holm, Jr.
14418 Triskett
West Park, OH 44111

Re: Letter of Agreement – 2011-2014 Agreement

Dear Mr. Holm:

The parties have agreed to the following as part of the Agreement between Fraternal Order of Police and the Board of Park Commissioners for the period October 1, 2011 through September 30, 2014.

Incentive Increases

Cleveland Metroparks ("CMP") and Fraternal Order of Police ("FOP") have agreed to implement a program which will allow FOP represented dispatchers to receive incentive increases over the course of the 2011-2014 collective bargaining agreement. A Step Increase Committee ("SIC") will be established to oversee this program composed of two members of management appointed by Cleveland Metroparks and two members appointed by FOP. Both FOP's Associate and Cleveland Metroparks Director of Human Resources will be among the appointees and will serve as co-chairpersons. The committee will make decisions by majority vote.

The purpose of the program is to provide incentive increases to dispatchers who obtain job-related licenses, certifications and/or training on their own time which enhances their value to Cleveland Metroparks as employees.

On an annual basis, the employee will meet with his or her supervisor and a member of the human resources staff to establish a career plan that will include what the worker must do to obtain the next incentive increase, which must be approved by the SIC. To be eligible for this program, the employee must have completed one year of service as a dispatcher.

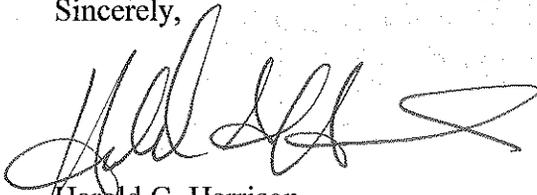
Because the number of acceptable programs is varied, employees will submit their planned program to the SIC for approval prior to undertaking the program. The SIC will review each employee's course or program and will determine whether a step increase will be granted upon successful completion of such course or program. The decision of the SIC is final and is not subject to appeal or the contractual grievance procedure.

Letter of Agreement 2011-2014 Agreement
October 1, 2011
Page 2 of 2

The incentive increase will be set at .35 cents per hour per year and no more than one such increase may be received in any twelve month period.

It is understood that many issues will arise as to the implementation and the governance of the program. The SIC, guided by principles of fairness and equity, as well as the purpose of the program detailed above, will make all decisions concerning implementation and governance which will not be subject to appeal or grievance.

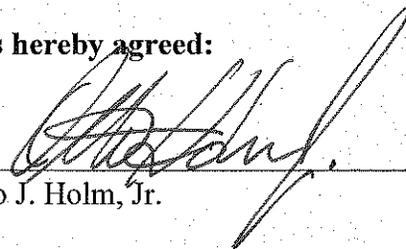
Sincerely,



Harold G. Harrison
Director of Human Resources

HGH/tg

It is hereby agreed:



Otto J. Holm, Jr.