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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**

**OFFICERS**

**January 1, 2024 through December 31, 2026**

## TABLE OF CONTENTS

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	RECOGNITION .....	1
ARTICLE 3:	NO DISCRIMINATION .....	1
ARTICLE 4:	FOP/OLC ASSOCIATES.....	1
ARTICLE 5:	DUES DEDUCTIONS .....	2
ARTICLE 6:	MANAGEMENT RIGHTS.....	2
ARTICLE 7:	NO STRIKES/NO LOCKOUT .....	3
ARTICLE 8:	SAFETY .....	3
ARTICLE 9:	PERSONNEL RECORDS.....	4
ARTICLE 10:	DRUG AND ALCOHOL TESTING.....	4
ARTICLE 11:	WORK RULES.....	10
ARTICLE 12:	DISCIPLINE.....	10
ARTICLE 13:	GRIEVANCE PROCEDURE.....	11
ARTICLE 14:	ARBITRATION .....	13
ARTICLE 15:	SENIORITY .....	14
ARTICLE 16:	JOB LOCATION/TRANSFER.....	17
ARTICLE 17:	DECREASE OF FORCES.....	18
ARTICLE 18:	SHIFT TRADE .....	18
ARTICLE 19:	TEMPORARY WORKING LEVEL.....	19
ARTICLE 20:	MILITARY SERVICE .....	19
ARTICLE 21:	SPECIAL DETAILS.....	19

ARTICLE 22:	HOURS/SCHEDULES/OVERTIME .....	21
ARTICLE 23:	SICK LEAVE .....	22
ARTICLE 24:	INSURANCE.....	24
ARTICLE 25:	VACATIONS .....	26
ARTICLE 26:	HOLIDAYS .....	26
ARTICLE 27:	SALARIES .....	28
ARTICLE 28:	MISCELLANEOUS .....	29
ARTICLE 29:	RIGHTS OF EMPLOYEES DURING INTERNAL INVESTIGATION .....	30
ARTICLE 30:	HAZARDOUS DUTY INJURY.....	31
ARTICLE 31:	DURATION.....	33
APPENDIX “A”	.....	35

APPENDIX A – Base Salary Structure

APPENDIX B – Benefits Summary

LETTER OF UNDERSTANDING – Full-time Temporary Employee

LETTER OF UNDERSTANDING – Critical Incident Proposal

LETTER OF UNDERSTANDING - Special Details

LETTER OF UNDERSTANDING – Officer Agreement

LETTER OF UNDERSTANDING – Overtime Call In Procedures for Road Patrol Shift Coverage

LETTER OF UNDERSTANDING – Amended Annual Sick Leave & Vacation Conversion Plan

AMENDED ANNUAL SICK LEAVE & VACATION CONVERSION PLAN

## **ARTICLE 1: PURPOSE**

This Agreement, entered into between the Board of Park Commissioners of Cleveland Metropolitan Park District (hereinafter referred to as Employer or Cleveland Metroparks), and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the Union or FOP/OLC, has as its purpose --

- A. To provide a fair and reasonable method by which employees covered by this Agreement can participate through the FOP/OLC in the establishment of terms and conditions of employment;
- B. To provide for the effective and efficient operation of Cleveland Metroparks;
- C. To establish an orderly procedure for the resolution of differences between the Employer and members represented by the FOP/OLC.

## **ARTICLE 2: RECOGNITION**

2.1 The Employer recognizes the FOP/OLC as the sole and exclusive representative of its full-time Officers, pursuant to the certification of SERB in Case Nos. 87-REP-0152/0153, dated March 7, 1988.

2.2 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.

## **ARTICLE 3: NO DISCRIMINATION**

3.1 Neither party shall discriminate for or against any member of the bargaining unit on the basis of age, class, gender, ethnicity, race, national origin, mental and physical ability, religion, sexual orientation, veteran status, genetic information, political affiliation, color, gender identity or expression, military status, pregnancy, or any other characteristic protected by law or for the purpose of evading the spirit of this Agreement. The Employer and the Union will cooperate with compliance of the provisions of the Americans with Disabilities Act (ADA).

NOTE: The use of the male pronoun herein shall be deemed to include the female pronoun. The word "employee" shall be used to refer to persons in the bargaining unit.

## **ARTICLE 4: FOP/OLC ASSOCIATES**

4.1 The Union shall designate in writing to the Employer a member of the bargaining unit who is to serve as FOP/OLC Associate (steward). The Associate will be permitted necessary time off from his normal tour of duty to service this Agreement. Payment for such time shall be on a no-loss, no-gain basis.

4.2 Associate shall investigate and process grievances for employees in the grievance procedure contained herein. Prior notification of the necessity to leave his work assignment for that purpose shall be given to the Associate's supervisor.

4.3 FOP/OLC members shall be paid at their regular rate for time spent in negotiating sessions with the Employer on a no-loss, no-gain basis.

4.4 Meeting areas. The FOP/OLC 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 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 It is hereby agreed that thirty (30) days following the beginning of employment all employees covered by the Agreement may become a dues - paying member of the FOP/OLC. Members of the FOP/OLC must authorize dues deduction by written authorization for monthly payment deduction.

5.2 Cleveland Metroparks agrees to remit all dues on a monthly basis directly to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, or to such address as is set by the FOP/OLC from time to time.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

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

1. 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;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Employer's operations;
4. Determine the overall methods, processes, means, or personnel by which the Employer's operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer as a governmental unit.

#### **ARTICLE 7: NO STRIKES/NO LOCKOUT**

7.1 The FOP/OLC 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 During the term of this Agreement, the employer will not lock out any member of the bargaining unit.

#### **ARTICLE 8: SAFETY**

8.1 Occupational safety and health is a mutual concern of the Employer and of the FOP/OLC and of the employees. The FOP/OLC 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 All employees shall promptly report all unsafe conditions related to Department operations to the officer in charge. If the unsafe condition remains unabated, the matter will be referred by the employee to a supervisor above their immediate supervisor. The employee shall not be subject to discipline or retaliation for so reporting.

8.4 If the unsafe condition remains uncorrected after five (5) calendar days from the member reports of the unsafe condition, it may be subject to the Grievance Procedure, starting in Step 2.

8.5 The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the officer in charge concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer in charge's decision is subject to the grievance procedure.

8.6 The FOP/OLC recognizes the right of the Employer to establish and change safety rules. Any new or changed rules will be first communicated to the employees and to the FOP/OLC.

## **ARTICLE 9: PERSONNEL RECORDS**

9.1 Inspection. An employee may inspect his personnel file upon making an appointment with a representative of the Department of Human Resources during normal business hours, Monday through Friday, which appointment will be scheduled without undue delay. The employee, or his representative, may also examine his personnel file if a pending grievance or disciplinary hearing requires such examination.

The employee may authorize, in writing, his bargaining unit 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 Employer.

9.2 Personnel Files/Documents. There shall be only one (1) official personnel file for each employee, which shall be maintained in the Human Resources Office. (The employee's medical records shall be maintained in a separate file for each employee.) Additional personnel files may be maintained provided that no material relating to conduct, discipline or job performance shall be kept therein which is not in the official file. A copy of all documents relating to conduct, discipline or work performance in the official file shall be given to the employee at the time of its placement.

9.3 Inaccuracies. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the member may write a memorandum or letter explaining his position and have said attached to the documents in question.

9.4 Any member or representative granted permission in writing by a member may obtain a copy of material contained in his file without cost.

9.5 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.

9.6 The Employer shall notify any bargaining unit member when any person or organization other than the Park District or its designated representatives requests information concerning their personal records.

## **ARTICLE 10: DRUG AND ALCOHOL TESTING**

### **A. Reasonable Cause Testing**

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

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

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

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

B. Accident Testing

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

C. Return to Work Testing

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

D. Random Testing

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

1. All sworn members of the Cleveland Metroparks Officer Department, from Officer to Chief, 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 ("D.O.") of the random selections and will coordinate the test scheduling of the selected employees. If the D.O. is selected for random testing, the testing organization shall notify the Chief who will arrange for the testing of the D.O.

4. Random selection shall be defined as a method of selection in which each and every sworn member of the Officer force, 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 two percent (2%) (rounded to the nearest whole number) of the eligible employees will be drug/alcohol tested on a random selection basis.
5. Officers 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 D.O. 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 Officers who test positive for illegal use of drugs/alcohol.

F. Drug Testing Methodology

1. The testing or processing shall consist of a two-step procedure: (1) initial screening test; and (2) confirmation test. The urine sample shall be tested first using an initial drug screening procedure. Notification to a departmental designee of a positive test shall not be made until a confirmation test is conducted.
2. All urine drug testing performed under this policy shall be performed by a professionally qualified laboratory meeting standards defined by local, state or federal authorities. A ten (10) panel drug test shall be used. All urine drug testing performed under this policy shall be performed by a licensed professional laboratory, meeting standards defined by local, state, or federal authorities.

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 Officer Department of Cleveland Metroparks.

Any Officer 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, or engaging in the same or similar offense including but not limited to any drug- or alcohol-related offense, 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 an Officer 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 Officer to remain at full duty; or
2. Whether (in short term situations) the Officer 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 Officer 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 Officers 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 Officers 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 AND 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 Officer 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 (6) 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 Officers, and the D.O. or their designees. The FOP will be represented by the FOP Staff Representative and the Lead Associates of the Officer 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 General Orders which are digitally available to each employee.

11.2 New or changed rules (other than those of a truly emergency nature and other than safety rules) shall be provided to the FOP/OLC seven (7) days in advance to solicit its views. If the FOP/OLC suggests changes in the rule presented to it which the Employer accepts, the rule will be so amended. However, the final decision shall be that of the Employer, and the new or changed rule shall be sent electronically to all bargaining unit members for review and acknowledgement provided that the network and/or operating systems are fully operational.

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

## **ARTICLE 12: DISCIPLINE**

12.1 Cleveland Metroparks may take disciplinary action against any employee only for just cause. Cleveland Metroparks may take disciplinary action for conduct which occurs while an employee is on duty, or which occurs while an employee is working under the colors of Cleveland Metroparks, or in instances where the employee's conduct violates his oath of office.

12.2 For non-serious infractions, or a combination of them, employer agrees to follow a practice of progressive discipline as follows:

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

12.2.1 Investigations of Employee Conduct The Employer retains the right to thoroughly investigate events involving potential employee misconduct as it sees fit to determine if just cause exists to take disciplinary action against an employee. The Employer will complete such an investigation within sixty (60) calendar days from the date it notifies the employee or employees under investigation of such investigation. The parties agree that the Employer may request that the sixty (60) day investigation period be extended and that the FOP/OLC will not unreasonably deny such requests. All discipline shall be conducted in a private businesslike manner.

Within ten (10) calendar days of the completion of the Employer's investigation, if the Employer concludes that grounds exist for disciplinary action, the Employer will either schedule a pre-disciplinary hearing or provide the employee with notice of the grounds for disciplinary action and provide the employee with the opportunity to respond in writing. Within fifteen (15) calendar days of the close of the pre-disciplinary hearing, the Employer will notify the employee or employees and the FOP/OLC of its disciplinary decision in writing. If the Employer determines that the employee's continued employment prior to the pre-disciplinary hearing poses a danger to any person or property, or a threat of disrupting operations, the Employer may suspend the employee pending the pre-disciplinary hearing.

12.3 In the event the employee feels the Employer did not have just cause for his suspension or discharge, the employee may, if filed in writing within seven (7) calendar days after receipt of the Employer's decision, file a grievance in Step 2 of the Grievance Procedure.

12.4 Except for Equal Employment Opportunity Policy ("EEO") violations (e.g., prohibited discrimination or harassment), the Employer may not rely on records of disciplinary action issued more than thirty-six (36) months prior to the date of the most recent misconduct when determining discipline. The Employer may consider EEO violations indefinitely.

12.5 Records of disciplinary action either sustained by an arbitrator or not grieved/arbitrated against an employee for violation of Metroparks' equal employment opportunity ("EEO") policy may be used by the Employer for further disciplinary action indefinitely.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

13.1 The Employer and the FOP/OLC recognize in the interest of harmonious relations a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances.

#### **13.2 Definitions.**

- A. Grievance. The word grievance as used in this Agreement refers to an alleged violation, misinterpretation or misapplication of any part of this Agreement.
- B. Disciplinary Grievance. Refers to a grievance involving a written reprimand, suspension, removal or reduction in pay or position. Such grievances shall be initiated at the third step of the grievance procedure.
- C. Day. The word "day" as used in this Article means calendar day excluding Saturday, Sunday or legal holiday.
- D. FOP/OLC Representative. An Associate or an FOP/OLC Staff Representative.

- E. The grievant shall state on the grievance form supplied by the FOP/OLC the Article(s), Section(s) or combination thereof the grievant alleges to have been violated.

13.3 Procedure. The parties intend every effort shall be made to share at all steps, all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level.

A grievance by an employee, or a group of employees, as to the interpretation or application of the provision of this Agreement shall be adjusted in the following manner:

Step 1. Within five (5) days from the date of the action giving rise to the grievance, the employee shall reduce the grievance to writing and present it to the employee's immediate supervisor, which includes the immediate supervisor on duty. The immediate supervisor will provide a written response to the employee and the FOP-OLC within seven (7) days of receipt of the grievance. The written grievance shall include: the name of the grievant (or statement that it is filed on behalf of all bargaining unit employees); the date(s) of the alleged action giving rise to the grievance; a brief description of the alleged action giving rise to the grievance; and the provisions of this Agreement alleged violated by the action.

Step 2. If the employee is not satisfied with the immediate supervisor's Step 1 response, the employee may move the grievance to the Director of Human Resources and the Police Chief at Step 2 within five (5) days of the date of the Step 1 response. Within fourteen (14) days of receipt of the Step 2 grievance, the Director of Human Resources, and the Police Chief, or their designees, will schedule a meeting with the employee and the FOP-OLC to discuss the grievance. The Director of Human Resources and Chief of Police, or their designees shall issue a decision within ten (10) days after the Step 2 meeting.

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

Step 3. In the event the grievance is not settled or otherwise adjusted at the Step 2 meeting, the FOP-OLC shall have the right to submit the grievance to arbitration by notifying the Employer within twenty (20) days from the issue date of the Step 2 decision. Within thirty (30) days of the notification of the Union's intent to arbitrate, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the arbitrator shall then be selected by the alternate-strike method. The arbitrator shall not have authority to add to or detract from the express provisions of this Agreement and the arbitrator's authority shall be limited to interpreting the provisions of this Agreement, and determining whether they have been violated. The fee and expenses of the arbitrator shall be paid by the losing party. The decision of the arbitrator shall be final and binding

upon the Employer, the FOP-OLC and the employees. It is agreed that during such proceedings there shall be no lockouts, strikes or stoppages of work.

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

Any grievance not filed or processed by the employee or the FOP-OLC within the timeframes identified above shall be irrevocably waived.

13.4 Termination of Issue. Any employee may withdraw a grievance at any point without precedent but with prejudice by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and the grievant may appeal to the next step in the grievance procedure.

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

13.6 The time limits may be extended by mutual agreement. Meetings will be arranged at mutually convenient times.

13.7 Employees can obtain grievance forms at Officer Headquarters.

#### **ARTICLE 14: ARBITRATION**

14.1 If the FOP/OLC is not satisfied with the answer of the second (2) step, then within fifteen (15) days of notice of the answer of the second (2) step the FOP/OLC shall deliver its notice upon the Employer to arbitrate.

14.2 The Arbitrator shall be selected by soliciting a list of arbitrators from the Federal Mediation and Conciliation Service and by alternatively striking names off the list provided within ten (10) days. Rejection of an entire list shall be done in accordance with the FMCS rules.

14.3 The Arbitrator shall have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement, insofar as shall be necessary to the determination of grievances appealed to him. The Arbitrator shall not have the jurisdiction or authority to add to, detract from or alter the provisions of this Agreement.

14.4 The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time. The decision of the arbitrator shall be final and binding upon the Employer, the Union and all employees. The cost of the arbitrator shall be split between the Employer and the Union.

14.5 If the arbitrator determines that the suspension or discharge of the employee was not for just cause, the employee shall be returned to employment and shall receive such compensation as the arbitrator shall determine, but not in excess of the wages he would have earned from the date of original suspension, less his unemployment compensation for the time he was off and his earnings elsewhere.

#### **ARTICLE 15: SENIORITY**

15.1 For the purpose of this Agreement, seniority refers to the total continuous service in the Officer Department, and is determined as follows:

- A. Total continuous service as a full-time Cleveland Metroparks Officer.
- B. Total continuous service as a part-time Cleveland Metroparks Officer.
- C. Total time with Cleveland Metroparks in any full-time capacity.
- D. Part-time service with Cleveland Metroparks other than in the Officer Department.
- E. Total time with a law enforcement agency as a full-time, paid law enforcement officer.
- F. Total time with a law enforcement agency as a part-time, paid law enforcement officer.

However, items B through F will be used only to determine seniority if Officers started as Officers with Cleveland Metroparks on the same date. If, after going through all six (6) steps, more than one employee has the same seniority, those Officers seniority ranking will be determined by a coin toss.

15.2 Probationary Period. New employees shall be regarded as probationary for the first twelve (12) months of actual service following completion of their FTO period and will receive no continuous service credit until completion of the probationary period. If retained after completion of the probationary period, the employee will have continuous service credit from the

date of hire. During the probationary period, the Employer may layoff, transfer or terminate the probationer without recourse to the grievance procedure.

15.3 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 twelve (12) months).
- C. Military leave (pursuant to Federal Statute).
- D. Layoff not to exceed twenty-four (24) months.

15.4 Loss of Seniority and Employee Status. The following situations constitute breaks 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 seven (7) days after recall from layoff.
- F. Failure to return to work after expiration of a leave of absence.

15.5 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 President.

15.6 Promotions. Promotions to a position of Sergeant or lateral transfer to a special unit, shall be made exclusively at the discretion of Cleveland Metroparks. Consideration for promotions to Sergeant will only be given to those Officers who have at least four (4) years of full-time service with the Department.

15.6.1 Openings for special units (i.e., the Mounted Unit and Detective Bureau) will be posted and Officers will have the opportunity to file an expression of interest. An expression of interest requires a minimum of three-years of service in the assignment by the candidate, if selected.

15.6.2 A lateral transfer to a special unit will only be given to those Officers with a minimum of three (3) years of full-time service with the Department and who possess the skill, knowledge and ability to perform the required tasks. Only if no Officer with three (3) years' full-time service files an expression of interest or no Officer with three (3) years' full-time services filing such an expression of interest is deemed qualified will an Officer with fewer than three (3) years of full-time service be assigned to a special unit.

15.6.3 Assignment to a specialized function is at the discretion of the Chief. The Chief may reassign the employee at his/her discretion regardless of the three-year commitment.

15.6.4 If no Officer files an expression of interest in a posted position, the Chief, in his/her discretion, may assign the junior qualified Officer to the position or fill the position with a newly hired Officer.

15.6.5 Any Officer, after serving at least three years in a specialized function, may request a transfer to another assignment. A Officer, other than an Officer specifically hired for the assignment, who has been assigned to a specialized function without expressing interest in the position, may request a transfer after twelve months of service. Management of the Officer department will use best efforts to accommodate such request consistent with finding suitable replacements and maintaining ongoing efficient operations.

15.6.6 Consideration for attending Field Training Officer (FTO) school will be given only to those Officers who have a minimum of three (3) years' service as a Cleveland Metroparks Officer or equivalent law enforcement experience as approved by the Chief of Officers. If the number of eligible Officer personnel volunteering for FTO school is insufficient in the judgment of the Chief of Officers, the Chief reserves the right to assign Senior Officers to attend FTO training school and participate in the FTO program.

15.6.7 If Cleveland Metroparks concludes in its sole discretion within one hundred twenty (120) calendar days after a promotion or lateral transfer that the promoted or laterally transferred Officer does not meet the required standards, the Officer will be returned to his former position without loss of continuous service credit.

15.7 Layoff/Recalls. In all cases of reduction of forces the following factors shall be considered. However, only when factors 1 and 2 are relatively equal shall continuous service be the determining factor:

1. Fully qualified to perform the work.
2. Departmental continuous service.

15.8 Cleveland Metroparks may meet any posting requirement under this Article by sending postings to all bargaining unit members electronically, provided that the network and/or operating systems are fully operational.

## **ARTICLE 16:**

## **JOB LOCATION/TRANSFER**

16.1 The parties recognize employees are expected to be available and capable to work any park reservation or location.

16.2 On September 5<sup>th</sup> of each year, the employer will provide each Officer a ranking form listing the available starting locations and shift for the following year. All Officers shall return the Field Office ranking form by the 15<sup>th</sup> of September indicating their preference for starting locations, ranking all locations. The Employer shall have the right to determine starting locations, including staffing levels at the location, within each division on a year round basis and may add or eliminate any starting location, subject to the notice requirements of the Work Rules Section and notice to the FOP-OLC of any changes.

16.2.1 Starting locations will be assigned by seniority based upon the requests received in the office of the Captain at the close of the business day on October 15<sup>th</sup> of each year. Officers may switch starting locations thereafter with the approval of the Captain or Chief. Such requests will not be unreasonably denied. Assigned starting locations for the following year shall be posted by the close of the business day December 1<sup>st</sup> of each year.

16.2.2 Employer and employee agree that the starting location does not dictate the area the Officer is assigned to cover, but is merely the location in which the Officer begins and ends his tour of duty and picks up his Police vehicle.

16.2.3 Temporary assignments shall be made by inverse seniority by shift on an as needed basis. No Officers shall be assigned more than once during a fifty-six (56) day period, but may be assigned more than once per year. The Chief may move the starting location of an Officer as may be necessary to insure efficiency of operation. The Chief's decision shall be grievable.

16.2.4 Employees recognize that changes in the posted yearly schedule may be necessitated by this section, including the midnight schedule.

16.2.5 The starting locations for specialized units will be determined by the Chief. A team will report to work wherever assigned by the Chief and/or designee. Officers assigned to special units who are temporarily assigned to a secondary assignment outside the scope of their normal special assignment shall start at a mutually agreeable location.

16.3 Employees may temporarily or permanently change starting locations with another employee with prior approval of the Captain or Chief. Such approval shall not unreasonably be denied.

16.4 The parties recognize that under appropriate circumstances relating to law enforcement, the basis for a transfer or denial of a request may be withheld for up to thirty (30) days, which period of time may be extended by mutual agreement.

16.5 Per Section 16.2 of this Article, all Officers will select their midnight assignments both in terms of weeks and locations by seniority. The Chief and/or Captain, in their discretion,

shall prepare a schedule listing the number of employees working midnight assignments at each location. Said schedule may be changed during the course of the year to meet operational needs or changed circumstances at which time the Chief and/or Captain will institute a new assignment process based on seniority. The parties further agree that the Employer may change the schedule within four (4) days after it is posted. After this four (4) day period, that schedule will not be changed to avoid overtime.

16.6 There will be no mileage reimbursement for reporting to a starting location except in the case of temporary alternate starting locations of short duration (i.e., less than one week).

#### **ARTICLE 17: DECREASE OF FORCES**

17.1 It is understood a decrease of forces or layoff may occur, provided said layoff or decrease of forces meets the requirement of O.R.C. 4117 and is because of lack of funding or lack of work.

17.2 If it becomes necessary to lay off or reduce forces, all probationary Officers, Deputy Officers and contractors performing Officer work must be laid off first before an Officer may be laid off or reduced in hours of work.

17.3 Before an Officer (after the requirement of Section 17.2 has been met) may be laid off, all Officers shall have been reduced to working thirty-two (32) in a work week, with Senior Officers being reduced to thirty-six (36) hours in a work week, by inverse seniority, provided that doing so shall not result in overtime.

17.4 If after all Officers have been reduced to working thirty-two (32) or thirty-six (36) hours in a work week in accordance with §17.3 it becomes necessary to lay off an Officer, the layoff shall be made on the basis of Department seniority (last in, first out).

17.5 All Officers on layoff shall be placed on a recall list and shall have recall rights for two (2) years.

17.6 No new Officers or contractors may be given Officer work until all Officers on the recall list have failed to return to work after reasonable notice thereof.

17.7 Recall from said list shall be made by Department seniority (last out, first in), for Officers.

17.8 Any updated or new training required shall be made available to the bargaining unit member at the Employer's expense.

#### **ARTICLE 18: SHIFT TRADE**

18.1 Employees may temporarily trade shifts 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.

18.2 Officers may trade days of work in the same week with another Officer. Such trades: must occur in the same week; shall not result in overtime; shall not result in double-back pay; and shall not result in back-to-back shifts. Requests for such trades shall not be unreasonably denied.

#### **ARTICLE 19: TEMPORARY WORKING LEVEL**

19.1 The Employer shall temporarily assign a senior Officer to the position of Officer in Charge (OIC) in which event the Senior Officer shall be compensated at the applicable hourly rate for a Sergeant for each hour in which he performs such duty.

#### **ARTICLE 20: MILITARY SERVICE**

20.1 Cleveland Metroparks agrees to comply fully with all Federal and State laws with regard to re-employment and other rights of employees who return from military service.

20.2 Employees will be compensated for reserve military service in accordance with the provisions of Ohio Revised Code § 5923.05, as amended.

#### **ARTICLE 21: SPECIAL DETAILS**

21.1 Special Details are work assignments for the benefit of concessionaires or other outside persons who utilize the Employer's facilities. Work on these details is outside the scope of the bargaining unit's normal work duties and assignment thereto is maintained for the convenience of those bargaining unit members and excluded ranking officers who wish to work on such details.

Policies detailing the cost and usage of security to outside persons who use Cleveland Metroparks facilities is set by the Executive Director after consultation with a committee headed by the Zoo Group Sales Manager. The committee prepares recommendations to present to the Executive Director. One representative from each of the FOP bargaining units shall be permanently placed on this committee. It is agreed that the hourly rate will be no less than fifty-five dollars (\$55.00) per hour or the hourly rate of a Senior Officer, whichever is greater.

21.2 Full-time employees who have successfully completed the field training program are immediately eligible to sign up for paid special details. Those newly appointed full-time Officers will be placed on the special detail assignment list in accordance with seniority and will effectively begin the round robin process.

21.3 There will be one list of employees volunteering for special details which will include all full-time bargaining unit members arranged in order of seniority by appointment as a full-time Officer.

21.4 Side jobs available for each month will be listed and made available for review the second Monday of the preceding month. Those jobs will then be considered “open” for one week and close on Sunday at 2359 hours. The following day (or as close thereto as possible) those jobs will be assigned as follows:

1. Starting with the most senior officer and working down the seniority list uncontested jobs will be assigned that do not have more personnel expressing interest than positions available.
2. Once all of the “uncontested” jobs are filled the contested jobs will be filled. These jobs will be assigned based upon the amount of uncontested jobs the applicants were already assigned that month. In the case of a tie, seniority between the tied parties will be used as a tie breaker.
3. Beginning the third Monday of each month all jobs that have gone unfilled for the following month will become first come first serve.

A. In the case of a last minute or “pop-up” job, one which was not available for review and bidding on the previous month's calendar, administration will add the job to the calendar as soon as possible and set a time to respond. The amount of time to respond to these jobs will vary based upon how much time the party requesting a Police Officer provides the department. The employer will make every effort to advertise the open position to all interested candidates for an extended time period to the point feasible. At the end of the response for interest period, the job will be assigned based on the criteria described above in section 1.

B. Deputy Officer will only be allowed to work a side job if the job has been passed up by all eligible full-time Police Officers.

During the months of April through October side jobs will be assigned on a monthly basis. The months of November through March will be considered a single month for the distribution of side jobs based on seniority.

21.5 In the event Cleveland Metroparks determines that supervision is needed on a particular detail, it may designate a person already selected from the list or the next supervisor on the list. The supervisor selected will then be bypassed (for one list rotation) as selections are made to fill future special details.

21.6 Should MetroPark's client cancel fewer than twenty-four (24) hours before the scheduled side job, or cancel the same day of the side job and be obligated to pay for security scheduled for the side job, the Officer shall be compensated for all time he or she was scheduled to work that side job.

21.7 If Cleveland Metroparks cannot obtain a sufficient number of full-time employees on the special detail list to meet the particular needs of a special detail, it will then call in Deputy Officers.

Note 1 - see Letter of Understanding regarding "Special Details."

**ARTICLE 22: HOURS/SCHEDULES/OVERTIME**

22.1 Work day/week. The standard work week shall consist of forty (40) hours, and shall consist of five (5) days of eight (8) hours each. The work week shall start at 0000 on Sunday and end at 23:59 Saturday. Assignments shall be to five (5) days, followed by at least two (2) consecutive days off (not necessarily in the same work week). During a week where training has been scheduled outside of the Park District (not an "in service" training program) the requirement of two consecutive days off will be waived. This shall be by mutual agreement. However, such agreement will not be withheld except in cases where the employee has a previously scheduled personal commitment that cannot be rescheduled.

22.2 Schedules. Schedules shall be posted at each work location a minimum of two (2) weeks in advance. After a schedule has been posted, it will remain in effect for the duration of the time period, except that compensatory time, holiday time and vacation time may be taken pursuant to an Officer's request (and approved by management) during the schedule period and the Employer may change the schedule within four (4) days after it is posted as set forth in §16.6.

22.3 Overtime. Because of the unique nature of the duties of the employees, and emergency obligations of the employees, Cleveland Metroparks reserves the right to assign them to work overtime as required. Whenever operationally feasible, a full-time Officer will be assigned overtime work prior to assigning work to an available Deputy Officer on an overtime basis.

22.4 Overtime Payments. Overtime shall be paid at the rate one and one-half (1 1/2) of the employee's regular rate of pay for all hours worked in excess of eight (8) consecutive hours and over forty (40) hours in a work week. Overtime shall also be paid to an employee who performs work during a twelve hour period from the end of one work shift and the beginning of another work shift. Overtime incurred in this manner, effective January 1, 1993, will be paid each pay period. (An hour paid on an overtime basis shall not be counted for another overtime basis, that is, there will be no compounding or duplication of overtime payment). Payment shall be in the form of compensatory time off, or paid out, at the employee's choice. If the Employee chooses to bank their overtime hours they may be banked up to a maximum of two hundred forty (240) hours. The employee shall stipulate what form of payment they wish to receive on the time slip submitted by the Officer. If an employee does not designate a form of payment, they will be paid out for the time.

22.5 Compensatory Time. Cleveland Metroparks and the FOP recognize that an employee who has accrued compensatory time off and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such request does not unduly disrupt the operations of the Cleveland Metroparks Police Department.

To deny a request for compensatory time because it will unduly disrupt operations, the Police Department must reasonably and in good faith anticipate that the granting of compensatory

time would impose and unreasonable burden on the Department's ability to maintain an appropriate level of safety for guests and fellow Officers.

In order to have sufficient time to ensure that the Department will be able to maintain an appropriate level of safety for guests and fellow Officers, compensatory time requests must be made within a reasonable period prior to the requested time off.

Between the Tuesday after Labor Day and the Thursday before Memorial Day ("offseason"), all compensatory time usage requests submitted 24 hours prior to the beginning of the requested time off will be approved unless it unduly disrupts the operations of the Police Department.

Between the Friday before Memorial Day and Labor Day ("peak season"), all compensatory time usage requests submitted 72 hours prior to the beginning of the requested time off will be approved unless it unduly disrupts the operations of the Police Department.

Approval of any request for compensatory time usage that is made without the above-cited reasonable notice is subject to the sole discretion of the applicable shift Lieutenant (Sergeant if midnight shift). Records of compensatory time shall be maintained separately from hours accrued under holiday, sick leave, or any other time. Compensatory time may not be denied for the sole purpose of avoiding overtime.

22.6 Court Appearances. Any employee directed to any court or hearing in response to a subpoena commanding appearance in a criminal or civil case arising out of any duty related incident and outside their regularly scheduled work day shall be compensated as follows:

1. An off-duty employee who makes a court appearance of two and sixty-six one hundredths (2.66) hours or less will be paid four (4) hours straight time pay.
2. An off-duty employee who makes a court appearance of two and sixty-seven one hundredths (2.67) hours or more in a work week (and works forty (40) additional hours) will receive compensatory time or paid time, whichever is appropriate, at the rate of one and one-half (1½) times.

22.7 An employee who is called in and reports to work from home outside their regularly scheduled work hours shall receive a minimum of two (2) hours of pay at the rate of time and one half (1½) their regular rate regardless of how many hours the employee works in the course of that call-in.

## **ARTICLE 23: SICK LEAVE**

23.1 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 employee's immediate family. The immediate family includes the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's

family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; and legal guardian or other person who stands in the place of a parent. Sick leave granted for death or for post-natal care of the employee's spouse may not exceed five (5) working days.

23.2 The employee shall notify his supervisor no less than one (1) hour 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. At its expense, Cleveland Metroparks may have an employee examined by a doctor of its choosing to verify the necessity of a sick leave, or of its continuance.

23.3 A doctor's certificate may be required when the Officer desires to return to work after an absence of three (3) days or more. Cleveland Metroparks may require the returning employee to be examined by a doctor of its choosing to verify the ability of the employee to return to work.

23.4 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 by the Employer.

23.5 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 leave status. Cleveland Metroparks holidays are not counted in the reporting of paid sick leave.

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

23.7 If illness or disability exceeds the periods covered by sick time, the employee may be granted a leave of absence or a disability leave.

23.8 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. If Cleveland Metroparks should provide a greater benefit to any other Union, the terms shall be extended to FOP/OLC.

23.9 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 23.8 above.

23.10 Newly-hired employees shall not be entitled to paid sick leave during the first thirty (30) days of employment, but shall accumulate sick leave credits during the thirty (30) day period.

23.11 In the event of a death in the employee's immediate family, defined as the employee's: spouse; same-sex domestic partner (and all of the following same-sex partner's family relationships); mother; father; brother; sister; step-brother; step-sister; daughter; son, stepchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; step-parents; grandparents; and legal guardian or other person who stands in the place of a parent, the first three (3) days of sick leave used shall not be charged against the employee's accumulated sick leave.

23.12 An employee may take a day of accrued sick time and request a working day off to attend the funeral of a person other than an immediate family member. An employee may be required to verify the reason for using such sick time if requested by the Employer.

23.13 The Employer reserves the right to implement policies governing the use of sick leave, including a no-fault attendance policy. The employer will notify the Union prior to implementation of those policies and will meet and confer with the Union regarding the policies. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

## **ARTICLE 24: INSURANCE**

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

If the Benefit Study Team determines that it is not cost efficient or there are not enough enrollees to continue Kaiser, it may be dropped.

B. Effective January 1, 2014, the Metroparks will offer group medical benefits (hospitalization, prescription drug, vision and dental) of which the hospitalization and prescription-drug coverage options are summarized in Appendix B (Plans A and B). Employees who elect coverage under one of these plans shall pay the following monthly premium contributions:

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

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

Employees who satisfy components of the Wellness Program shall have their monthly premiums reduced in accordance with the chart contained in Appendix B. Effective January 1, 2019, an employee, whose spouse has insurance coverage available from another employer and remains covered under the Metroparks' plan, shall be assessed a \$100/month surcharge.

C. 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).

Officers (FOP/OLC)	1 member
Officer Sergeants (FOP/OLC)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members
Non-Union	4 members
Officer Dispatcher (FOP/OLC)	1 member (non-voting)

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

E. The Benefit Study Team may recommend plan design changes that it believes to be in the best interest of the participants. Any recommended changes in benefit levels affecting employees of the FOP/OLC, Inc., for Officers bargaining unit, must be voluntarily agreed upon by Cleveland Metroparks and FOP/OLC, Inc. for Officers prior to any implementation.

F. 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. Nothing in this provision gives the Benefit Study Team the authority to make changes to benefits that would change or reduce the current level of benefits except where provided in section B and E above.

G. Cleveland Metroparks will advise Union officials at least 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.

H. Cleveland Metroparks will provide a fifteen thousand (\$15,000) life insurance policy for the term of the Agreement.

I. Cleveland Metroparks will pay the following expenses separate from the Health and Welfare caps listed above.

- i. Insurance consultant fees;
- ii. Cost of 3<sup>rd</sup> party flexible spending account administration;
- iii. Long term disability premiums; and
- iv. Life insurance premiums (paragraph H).

#### 24.2 Death On Duty.

A. If an employee dies during the line of duty, Cleveland Metroparks will pay to his spouse or estate an amount equal to twelve (12) month's salary, either in a lump sum, or by payment of salary for such twelve (12) month period.

## **ARTICLE 25: VACATIONS**

25.1 Vacations shall be granted based on the following schedule:

Years	Hours earned per 80 hours worked	Total hours earned per year
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)

25.2 Each employee who has worked for 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.

25.3 Employees who have worked less than two thousand and eighty (2,080) straight-time hours have their vacation time determined by a fraction - the number of hours worked to two thousand and eighty (2,080). Straight-time hours or overtime hours which exceed two thousand and eighty (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.

25.4 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.

25.5 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.

25.6 Vacation leave will be arranged by mutual agreement between the employee and the employee's administrative supervisor. When employees' vacation requests conflict, preference will normally be based on departmental seniority. The needs of Cleveland Metroparks shall have priority in determining when to schedule vacation time. Said schedule shall be posted within twenty-four (24) hours after the vacation schedule is set.

## **ARTICLE 26: HOLIDAYS**

26.1 The following days are holidays for the employees under this Agreement:

1. New Year's Day
2. Martin Luther King Day

3. Good Friday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

An employee who works on any of the above holidays shall be entitled, in addition to eight (8) hours of holiday pay, to be paid at a rate of one and one-half (1½) of the employees regular rate of pay for all hours worked on the holiday. For an employee who works an entire 10-hour shift on a holiday, this shall result in a payment of twenty-three (23) total hours for that day (8 hours holiday pay and 15 hours holiday premium). When an employee is scheduled off on a holiday as a regularly scheduled day off, he will be paid for eight (8) hours of holiday pay at his regular hourly rate of pay.

26.2 To be eligible for holiday compensation, an employee must have worked the last scheduled day before and the first scheduled day after the holiday unless excused by his supervisor.

26.3 Holiday compensatory time will not be carried over from year to year in excess of seventy-two (72) hours.

#### 26.4 Holiday Scheduling

A. Notwithstanding any other provisions of the Collective Bargaining Agreement, it is agreed that the minimum staffing level for Officers for the twelve (12) recognized holidays will be as follows:

- One (1) Zoo Officer per shift (day shift and afternoon shift)
- Four (4) Officers on midnight shift
- Eight (8) Officers per shift (day shift and afternoon shift)

Additional Officers may be scheduled to work on a holiday at the sole discretion of the Chief of Officers. The minimum schedule need not be maintained if Cleveland Metroparks experiences a financial emergency (e.g., tax levy fails to pass).

B. In preparing the schedules for holidays, notwithstanding any other provisions of the Collective Bargaining Agreement, Officers will be scheduled by seniority, by shift, except for those assigned to special units. Once all Officers in the bargaining unit have been provided the opportunity to work the assignment(s) and the minimum staffing levels have not been met, the

Chief of Officers, in his discretion, may schedule by reverse seniority or leave positions vacant.

C. Special units (i.e., Mounted, Detective) are excluded from the minimum staffing described in A above and the scheduling procedures described in B above. Special Unit personnel will be scheduled for holiday work, within their respective unit, at the discretion of the Chief of Officers.

D. If Officers scheduled for a holiday, subsequently ask to be off and management grants their request, the following will occur:

1. Officers will be called by shift, by seniority to work the holiday. If an insufficient number agree to work to satisfy the minimum staffing level then:
2. All Officers will be called, who are not working, in order of seniority. If there are still an insufficient number to satisfy the minimum schedule, the Chief of Officers will:
  - a. Assign personnel to work based on inverse seniority; or
  - b. Leave the position vacant.

E. Notwithstanding any other provisions of the Collective Bargaining Agreement, this agreement sets forth principles to be followed in scheduling holidays. It is agreed and understood that in resolving any grievances that may arise under these provisions, Cleveland Metroparks will not incur any financial liability. The parties will work together on an expeditious basis to resolve any scheduling issues and may determine that an individual who is not properly scheduled a holiday shift may get the next available holiday assignment.

## **ARTICLE 27: SALARIES**

27.1 For 2024, employees shall receive a 3% increase to their base salary. Effective January 1, 2025, employees shall receive a 3% increase to their base salary. Effective January 1, 2026, employees shall receive a 3% increase to their base salary. Salaries are shown in Appendix A attached. Wage increases shall be effective as follows: during the pay period in which January 1st falls if January 1st falls in the first week of a pay period; or during the pay period following the pay period in which January 1st falls if January 1st falls in the second week of the pay period.

27.2 To enhance Cleveland Metroparks competitive market position with regard to other law enforcement agencies and specifically to facilitate the recruitment and retention of qualified personnel, Officers who successfully complete annual Continuing Professional Training ("CPT") required by Ohio Administrative Code 109:2-18-03 in a calendar year will receive a five percent (5%) hourly pay bonus in the following calendar year. Officers must meet annual CPT requirements to continue to receive this bonus. The CPT will be included in a qualifying Officer's hourly pay rate and paid biweekly as part of the officer's regular pay and be included in the overtime rate.

27.3 A longevity Pay Program is in effect for the life of the Agreement which is as follows:

For employees hired prior to August 8, 2014:

<u>Department Service</u>	<u>Longevity Percentage</u>
7 years, but less than 11 years	2% of gross salary
11 years, but less than 16 years	3% of gross salary
16 years, but less than 21 years	4% of gross salary
21 years and above	5% of gross salary

For employees hired after August 8, 2014:

<u>Department Service</u>	<u>Longevity Percentage</u>
7 years, but less than 11 years	\$ 920.00
11 years, but less than 16 years	\$1,380.00
16 years, but less than 21 years	\$1,840.00
21 years and above	\$2,300.00

Longevity payments will be made in a lump sum the first pay period of December of each year. All employees resigning or retiring from Cleveland Metroparks employment prior to the end of a year shall be entitled to a pro-rated longevity payment based on the schedule above.

A Officer promoted to the rank of Sergeant or above, within Cleveland Metroparks, prior to the end of the year, will be entitled to pro-rata longevity pay.

27.4 Field Training Officers (FTO's) will be paid an additional \$3.00 per hour while performing as a FTO.

27.5 Midnight Shift Premium. Officers who are scheduled to work during the midnight shift will receive an additional thirty-five cents (\$.35) per hour for each hour worked during the midnight shift.

27.5 Officers assigned to Canine Patrol duties shall receive three and one-half (3.5) hours of compensable time per week to provide for the care and maintenance of the canine. Officers will provide such care and maintenance pursuant to Employer policies.

## **ARTICLE 28: MISCELLANEOUS**

28.1 BALLOT BOXES - ELECTIONS. The FOP/OLC shall be permitted to place ballot boxes at each of the four regions for the purpose of collecting members' ballots on approval or disapproval of issues, or the election of officers and delegates to the FOP/OLC.

28.2 BULLETIN BOARDS. The Employer shall make available a suitable bulletin board or an appropriate alternative space for the use of the FOP/OLC at each field office.

28.3 COPIES OF AGREEMENT. Cleveland Metroparks agrees to make copies of this Agreement and supply same to the Officers.

28.4 LEGAL REPRESENTATION. Cleveland Metroparks agrees to comply with all provisions of Ohio R.C. Section 2744.07 and .08 with regard to providing liability protection for those covered by this Agreement when they are acting in good faith within the scope of their duties and in accordance with the rules and regulations governing the employee with Cleveland Metroparks.

28.5 RIDING WITH OFFICERS. FOP/OLC Staff Representatives may ride with Officers upon notice to the Chief. FOP/OLC Staff Representatives shall not interfere with the duties of the Officer or carry a weapon while riding in the vehicle.

28.6 UNIFORMS. An annual payment of one thousand dollars (\$1,000.00), one-half (1/2) payable in the first full pay of June and one-half (1/2) payable in the first full pay of December shall be made to non-probationary Officers for maintaining uniforms and equipment and purchasing additional uniforms and equipment for wear and use in the course of their assigned Officer duties. The Employer will continue to provide necessary uniforms and equipment to Officers upon their hiring and will continue to replace these items as necessary. Officers will wear clean and well maintained uniforms at all times while on duty in accordance with Officer Department regulations.

28.7 IN-SERVICE TRAINING. Employees annually will receive a six-hundred-dollar (\$600.00) supplement upon completing forty (40) hours of Cleveland Metroparks in-service training. Such amount shall be paid in a separate check.

28.8 OFF DUTY CONSULTATION PAY. Officers contacted by prosecutor or administrative officers while off duty will be paid for consultation for case preparation time rounded to one quarter (1/4) hour.

## **ARTICLE 29: RIGHTS OF EMPLOYEES DURING INTERNAL INVESTIGATION**

29.1 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 and 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 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.

29.2 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.

29.3 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.

29.4 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 30: HAZARDOUS DUTY INJURY**

30.01 In the event an employee suffers a duty-related injury under the circumstances listed below, the employee shall be entitled to a hazardous duty injury leave, and shall receive full compensation from the Employer as if the employee was working, for up to ninety (90) calendar days immediately following the date of injury. Employees will be eligible for hazardous duty injury leave when the injury renders the employee unable to perform their position of employment, is not due to the fault or negligence of the employee, and is a direct result of:

- An automobile or watercraft accident occurring while responding to a call or during the course of an authorized pursuit;
- An injury sustained while effecting an arrest or attempting to apprehend a suspect;
- An injury sustained from a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- An injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- An injury which occurs during high-risk training;

- An injury that occurs during a pursuit while on a police bicycle;
- An injury that occurs as the result of performing a specialized function on the dive team, marine patrol, or mounted unit; or
- Any other injury determined by the Employer to be the result of a hazardous-type circumstance.

30.02 An employee will not be eligible for hazardous duty injury leave if light duty work is available, as determined by the Employer, and the employee is capable of performing the light duty work per the medical determination as to restrictions.

30.03 The Employer may require at regular intervals of thirty (30) days written proof of continuing disability from the employee's physician and the Employer may also require an examination of the employee by a physician of the Employer's choice to determine the extent and probable duration of the disability. If such examination concludes that the employee is physically able to return to his or her regularly assigned full-time duties or any light duty assignment within his or her physical restrictions, the Employer will direct the employee to return to work on his next regularly scheduled shift or on a date determined by the Employer. An employee medically cleared to return to work in any capacity is not eligible for hazardous duty injury leave. Failure to return as directed will be considered as voluntary termination.

30.04 Receipt of hazardous duty injury leave pursuant to Section 1 shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously indemnity benefits under Workers' Compensation and the benefits defined in this Article.

30.05 Employees seeking hazardous duty injury leave must submit an Ohio Bureau of Workers' Compensation form MEDCO-14 completed and signed by a physician which designates them as temporarily and totally disabled to the Employer to be eligible for payment for hazardous duty injury leave. Failure to submit a complete, signed MEDCO-14 form may result in denial of payment for hazardous duty injury leave. An employee seeking hazardous duty injury leave must also complete and submit to the Employer an Ohio Bureau of Workers' Compensation form C-55 which the Employer will submit to the Bureau of Workers' Compensation for the leave period. If the employee's claim is not allowed by the Ohio Bureau of Workers' Compensation, then the amount of hazardous duty injury leave received by the employee will be charged against the employee's Sick Leave balance.

30.06 All employees shall report an injury or occupational disease incurred while in the discharge of his/her duties to the Employer as soon as possible after its occurrence, but no later than the end of the regular work schedule of the day in which such injury or occupational disease occurs or becomes manifest. In the event of an injury or occupational disease incurred in the discharge of his/her duties, an employee shall submit a complete report of such incident on a Workers' Compensation Report of Injury form within seventy-two (72) hours of its occurrence unless otherwise excused from doing so by his/her supervisor. Failure to submit a complete report of a job connected injury or occupational disease as specified herein shall be grounds for disciplinary action and rejection of the claim and or hazardous injury duty leave.

30.07 Employees receiving temporary total disability payments from Bureau of Workers Compensation are not entitled to any additional paid leave benefits of any kind during the period for which the employee is receiving payments. If such payments from the Bureau of Workers Compensation are received by the employee, the employee shall remit said payments to the Employer.

30.08 The Employer shall withhold hazardous injury duty leave to any employee who is guilty of submitting a false claim or abuse of the privileges covered in this Article or who engages in employment for another employer, including self-employment, while on hazardous duty injury leave. Such actions shall be grounds for disciplinary action and the employee will be required to reimburse the City for payments improperly received.

### **ARTICLE 31: DURATION**

31.01 This Agreement shall be effective January 1, 2024 and it shall remain in effect until midnight, December 31, 2026, and from year to year thereafter unless either party gives written notice to the other of its desire to modify or terminate this Agreement. Such notice may be given not more than ninety (90) days nor less than sixty (60) days prior to December 31, 2026. If any such notice is given this Agreement shall remain in effect until the terms and provisions of a new Agreement are agreed upon. Any notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02 as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, this 15th day of February 2024.

#### **FOR THE EMPLOYER CLEVELAND METROPOLITAN PARK SYSTEM**

By: \_\_\_\_\_

Brian M. Zimmerman  
Chief Executive Officer

By: \_\_\_\_\_

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

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

By:

  
David A. Garrick, Staff Representative

  
Patrick Elliot, Associate

1-26-2024

  
Noah Wingefeld, Member

1-26-24

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.

  
Wade Steen, Chief Financial Officer

DATE:

2/15/24

## APPENDIX “A”

2024 – Effective 12/31/23			
Step	Status	Base Wage Rate	With 5% CPT
1	Hire	\$28.622	\$30.053
2	After 1 Year	\$31.129	\$32.685
3	After 2 Years	\$32.952	\$34.599
4	After 3 Years	\$35.229	\$36.991
5	After 4 Years	\$38.116	\$40.022

2025 – Effective 12/29/24			
Step	Status	Base Wage Rate	With 5% CPT
1	Hire	\$29.480	\$30.954
2	After 1 Year	\$32.063	\$33.666
3	After 2 Years	\$33.940	\$35.637
4	After 3 Years	\$36.286	\$38.100
5	After 4 Years	\$39.260	\$41.223

2026 – Effective 12/28/25			
Step	Status	Base Wage Rate	With 5% CPT
1	Hire	\$30.365	\$31.883
2	After 1 Year	\$33.024	\$34.676
3	After 2 Years	\$34.959	\$36.706
4	After 3 Years	\$37.375	\$39.243
5	After 4 Years	\$40.437	\$42.459

## Appendix B – Benefits Summary

Medical Plans Summary			
	A-Plan	B-Plan	C-Plan
<b>In-Network Benefits</b>			
Annual Deductible Individual	\$500	\$1,000	\$3,200
Annual Deductible Family	\$1,000	\$2,000	\$6,400
<b>Annual Out-of-Pocket Maximum</b>			
Per Person	\$2,000	\$4,500	\$5,000
Per Family	\$4,000	\$9,000	\$10,000
<b>Preventive Care</b>			
Annual Physical	Covered in Full	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full	Covered in Full
<b>Professional</b>			
Office Visit – Primary Care	\$20 Copay	\$25 Copay	20% Coinsurance
Office Visit – Specialist	\$40 Copay	\$50 Copay	20% Coinsurance
MDLIVE	\$10 Copay	\$10 Copay	20% Coinsurance
Diagnostic Services	20% Coinsurance	25% Coinsurance	20% Coinsurance
Inpatient Professional Services	20% Coinsurance	25% Coinsurance	20% Coinsurance
<b>Hospital / Facility</b>			
Inpatient Care	20% Coinsurance	25% Coinsurance	20% Coinsurance
Outpatient Facility Charges	20% Coinsurance	25% Coinsurance	20% Coinsurance
Facility Charges (non-hospital)	20% Coinsurance	25% Coinsurance	20% Coinsurance
<b>Mental Health / Substance Abuse</b>			
Outpatient	\$20 Copay	\$25 Copay	20% Coinsurance
Inpatient	20% Coinsurance	25% Coinsurance	20% Coinsurance
<b>Other Services</b>			
Emergency use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance	20% Coinsurance
Urgent Care	\$30 Copay	\$75 Copay	20% Coinsurance
<b>Out-of-Network Benefits</b>			
Annual Deductible Individual	\$1,000	\$1,500	\$6,000
Annual Deductible Family	\$2,000	\$3,000	\$12,000
Preventive Care, Professional, Hospital/Facility, Urgent Care and Mental Health/Substance Abuse Services	30% Coinsurance	40% Coinsurance	40% Coinsurance
Annual Out-of-Pocket Maximum Per Person	\$3,000	\$6,000	\$10,000
Annual Out-of-Pocket Maximum Per Family	\$6,000	\$12,000	\$20,000
Emergency Use of an Emergency Room	\$150 Copay	\$200 Copay then 25% Coinsurance	20% Coinsurance

clevelandmetroparks.com

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

BOARD OF PARK COMMISSIONERS  
Bruce G. Rinker, President  
Debra K. Berry, Vice-President  
Dan T. Moore, Vice-President

CHIEF EXECUTIVE OFFICER  
Brian M. Zimmerman



September 5, 2014

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

RE: Letter of Understanding – Full-time Temporary Employee

Dear Mr. Holm:

Cleveland Metroparks may hire full-time temporary employees to cover long-term absences of bargaining unit members. The maximum length of any such hire shall be the absence of the bargaining unit members. Throughout the assignment, the employee shall be considered a probationary employee and may be removed at any time by the Chief without recourse to the grievance procedure. In all other respects, the employee shall be covered by the provisions of the collective bargaining agreement. If a temporary full-time employee becomes a regular full-time employee without a break in service, the employee shall be given seniority retroactive to the first day of temporary full-time employment and credit for the time spent as a full-time temporary for satisfying the employee's probationary period.

Sincerely,

  
Harold G. Harrison  
Chief Human Resources Officer

HGH/tg

It is hereby agreed:

  
Otto J. Holm, Jr

  
Date

September 5, 2014

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

RE: Letter of Understanding – Critical Incident Proposal - Ranger

Dear Mr. Holm:

A Critical Incident is any event that occurs in the performance of a ranger's duties with significant emotional power, strong enough to produce unusual or distressing reactions in emergency service professionals. A critical incident is so unusual that it overwhelms the normal coping ability of emergency personnel and may produce stressful reactions which can include physical, emotional, cognitive, and behavioral symptoms. Critical incident stress is a normal human reaction to an abnormal event.

Critical incidents include by way of example and not limitation are shootings, suicides, hostage situations, traumatic injury, major physical assaults, handling multiple fatalities, handling child fatalities, severe automobile accidents, and sudden or violent death of a fellow employee or family member. These stressful events, outside the normal range of human experience, may generate intense stress reactions which briefly interfere with a person's coping mechanisms.

- A. The psychological well-being and fitness-for-duty status are of the highest priority. Therefore, all Ranger Department employees directly involved in a critical incident who believes that the event may interfere with performance of his/her duties shall notify the chief and shall be required to consult with a licensed psychologist/psychiatrist through a referral to Cleveland Metroparks Employee Assistance Provider (IMPACT), as soon as possible.
- B. The licensed, psychologist/psychiatrist or IMPACT personnel will be asked to assist Cleveland Metroparks in determining the involved ranger's fitness for active duty.
- C. The consultation sessions will be protected as privileged relationship. No report of any kind will be forwarded to the Ranger Department.
- D. The licensed psychologist/psychiatrist shall issue the fitness-for-duty decision. The written report from the physician shall either state the involved ranger is fit for regular duty, fit for transitional duty (and state all restrictions regarding



Critical Incident Proposal  
September 5, 2014  
Page 2 of 2

performance of that transitional duty) or not fit for duty of any kind. See Employee Handbook, Section 410.

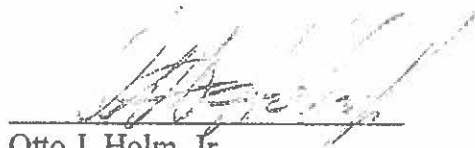
- E. If the physician's decision recommends that the ranger is fit for duty, then the ranger shall be returned to his/her regular duties immediately.
- F. If the physician's decision recommends that the ranger not be returned to active duty, or produces serious reservations concerning the ranger's well-being, then he/she shall be placed on paid administrative leave until the appropriate counseling is completed and a second fitness-for-duty evaluation recommends that the ranger be returned to regular duty.

Sincerely,

  
Harold G. Harrison  
Chief Human Resources Officer

HGH/tg

It is hereby agreed:

  
Otto J. Holm, Jr.

  
Date



September 5, 2014

EXHIBIT A

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

Re: Letter of Understanding-Special Details  
Article 19.1 (Gold)  
Article 21.1 (Blue)

Dear Mr. Holm:

The parties desire to equalize the opportunity to work special details among all eligible employees. It is agreed that on a quarterly basis, the FOP President or his designee may review the special detail records. If there are any major discrepancies (i.e., twenty percent) in terms of total "hours worked and/or offered" between employees, those employees will be identified. At a no-cost basis to Cleveland Metroparks, upon agreement with a representative of the Chief of Rangers, those individuals will receive priority in being offered future jobs so as to generally equalize "hours worked and/or offered" of special details among employees.

Further, this letter is written to memorialize our understandings concerning the equalization of the opportunities to work special details among all eligible employees. Cleveland Metroparks and the FOP agree to establish a Committee to review procedural issues relating to the assignment and equalization of special detail work. The Committee shall have the authority to establish protocols and guidelines as to how assignments will be made and how equalization of hours will be achieved. The Committee shall consist of one representative of the Gold unit, one representative of the Blue unit, one lieutenant appointed by the Chief, and the Chief or his designee. Additionally, the Director of Human Resources shall serve as Secretary to the Committee and shall reduce to writing any guidelines and protocols promulgated by the Committee. All decisions of the Committee must be unanimous.

Sincerely,

Harold G. Harrison  
Chief Human Resources Officer

It is hereby agreed:

  
Otto J. Holm, Jr.

  
Date



Administrative Offices  
4101 Fulton Parkway  
Cleveland, Ohio 44144  
(216) 351-6300  
FAX (216) 351-2584  
TTY (216) 351-0808  
www.clemetparks.com

November 26, 1997

EXHIBIT B

Board of Park  
Commissioners  
John K. O'Toole  
President

Fred Rzepka  
Vice President

David W. Whitehead  
Vice President

Executive  
Director-Secretary  
J. Hartenburg

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

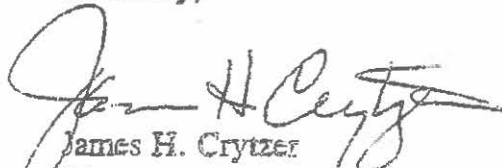
RE: Letter of Understanding - Ranger Agreement

Dear Mr. Holm:

The parties agree that notwithstanding any language in Article 22, Cleveland Metroparks usage of the schedule below is in full compliance with this contract:

Week	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	O	X	X	O	O	O	O
2	O	O	X	X	O	O	O
3	O	O	O	X	X	O	O
4	O	O	O	O	O	X	X
5	X	O	O	O	O	O	X
6	X	X	O	O	O	O	O
X = Day Off O = Day Scheduled							

Sincerely,

  
James H. Crytzer  
Director of Human Resources

JHC/tg



CLEVELAND METROPARKS

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BOARD OF PARK COMMISSIONERS

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Debra K. Berry, Vice-President  
Dan T. Moore, Vice-President

CHIEF EXECUTIVE OFFICER  
Brian M. Zimmerman



September 5, 2014

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

RE: Letter of Understanding – Overtime Call In Procedures for Road Patrol Shift Coverage

Dear Mr. Holm:

Where operationally feasible, when overtime is warranted to cover a shift due to a shortage of coverage, primarily on midnight shift, afternoon shift, and weekend shift, the following call-out procedures will be followed:

1. The shift will be split between a road patrol ranger working prior to and a road patrol ranger working the shift following the vacant shift, by seniority, by shift.
2. If a road patrol ranger(s) working the shift prior to and the shift following the vacancy can not fill the opening, another on-duty ranger may fill an opening prior to or following his/her scheduled shift, by seniority, by shift.
3. If the shift remains vacant, then other bargaining unit rangers shall be contacted to fill the opening on a seniority basis.

Please indicate your agreement by signing in the space provided below.

Sincerely,

  
Harold G. Harrison  
Chief Human Resources Officer

HGH/tg

It is hereby agreed:

  
Otto J. Holm, Jr.

  
Date



September 5, 2014

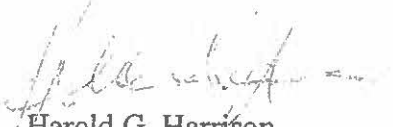
Otto Holm, Jr.  
Fraternal Order of Police/  
Ohio Labor Council, Inc.  
14918 Triskett  
West Park, OH 44111

Re: Letter of Understanding - Amended Annual Sick Leave Conversion Plan

Dear Mr. Holm:

This letter is to confirm that the parties agree that Cleveland Metroparks will implement the Amended Sick Leave Conversion Plan with eligibility requirements and provisions outlined in the attached document. Further, the parties agree that such Plan is subject to the approval of the Board of Park Commissioners and the Ohio Public Employees Retirement System (OPERS).

Sincerely,

  
Harold G. Harrison  
Chief Human Resources Officer

It is hereby agreed:

  
Otto J. Holm, Jr.10.2.14  
Date

# CLEVELAND METROPARKS

established 1917

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## BOARD OF PARK COMMISSIONERS

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CHIEF EXECUTIVE OFFICER  
Brian M. Zimmerman



**Cleveland  
Metroparks**



March 22, 2015

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

Re: Letter of Understanding – FOP Special Assignment Opportunities

Dear Mr. Holm:

This letter is to confirm the agreement reached between Cleveland Metroparks and FOP/OLC, Inc. whereby Cleveland Metroparks shall oversee the selection process and per hour premium increases to dispatchers, rangers and ranger sergeants assigned to the roles of Terminal Agency Coordinator (TAC), Assistant Terminal Agency Coordinator (ATAC), or Local Agency Security Officer (LASO). Cleveland Metroparks retains its management rights to determine the overall methods, processes, means or personnel by which Cleveland Metroparks' operations are to be conducted. Rather, this letter is intended to clarify the terms and conditions of employment relating to the implementation of the TAC, ATAC and LASO special assignments.

TAC, ATAC and LASO special assignments shall be available to qualified full-time Cleveland Metroparks dispatchers, rangers and ranger sergeants that have a minimum of three (3) years of experience with Cleveland Metroparks. Ranger Department employees that possess at least three (3) years of experience may submit a written expression of interest to the Chief Ranger. An interview/selection process shall be utilized in order to match candidates to the qualifications associated with each role (please refer to the LEADS administrative policy manual for specific details). If selected, the special assignment requires a three (3) year commitment. Assignment to any role is at the sole discretion of the Chief Ranger. The Chief Ranger reserves the right to reassign an employee at any time regardless of the three (3) commitment. The parties agree to meet and discuss any changes prior to effectuating a change.

Employees selected to the role of TAC shall receive a \$.60 per hour premium in addition to their base rate of pay. Employees selected to the ATAC or LASO shall receive a \$.40 per hour premium in addition to their base rate of pay. Employees are prohibited from receiving more than one (1) premium increase at any given time.

Respectfully,

Harold Harrison  
Chief Human Resources Officer

It is hereby agreed:

Otto J. Holm, Jr.

4/21/15  
Date

**COME OUT & PLAY**



## AMENDED ANNUAL SICK LEAVE CONVERSION PLAN

### Sick Leave Conversion

**Effective Date:** Effective February 5, 2004, the Board of Park Commissioners approved a Cleveland Metroparks Annual Sick Leave Conversion Plan. The Plan was approved effective March 8, 2004, by the Ohio Public Employees Retirement System (OPERS). On August 26, 2010, the Board of Park Commissioners approved amendments to the Plan. Additionally, Cleveland Metroparks is required to submit the Plan to OPERS for approval on an annual basis.

On October 11, 2012, the Board of Park Commissioners approved further amendments to the Plan as a result of modifications to the Ohio Revised Code Section 145.01, effective January 2012.

**Eligibility:** All full-time regular employees with a minimum accumulated sick leave balance of 1,000 total hours, but not less than 240 hours, except in the last year of service. Accumulated sick leave includes sick leave accumulated during employment with Cleveland Metroparks.

**Conversion:** Any employee who meets the eligibility criteria stated above may annually elect to convert one (1) hour of current accrued sick leave up to a maximum of 120 hours; however, the employee must simultaneously forfeit three (3) hours of previously accumulated sick leave hours to a maximum of 360 hours; for a total of 480 hours deducted from the employee's accumulated sick leave balance.

**NOTE:** The number of sick hours used in the current year is deducted from the maximum allowable hours eligible to convert. An employee must convert at least a minimum of 40 hours of current accrued sick leave.

For example:

If an employee converts 120 hours of current year accumulated sick leave, which would be earnable base compensation, the employee

should also be required to forfeit 360 hours of sick leave and sick leave for a total of 480 hours.

Sick Leave Balance	Curr Yr Sick Leave Accrual	Less Sick Hours Used in Curr Yr	Sick Leave Balance	Sick Hrs Conv (2nd Pay Dec)	Sick Leave Forfeiture	Sick Leave Bal After Conv
1,000	120	0	1,120	0	0	1,120

If an employee uses sick hours in the current year, the sick hours used must be deducted from the maximum hours eligible to convert.

Sick Leave Balance	Curr Yr Sick Leave Accrual	Less Sick Hours Used in Curr Yr	Sick Leave Balance	Sick Hrs Conv (2nd Pay Dec)	Sick Leave Forfeiture	Sick Leave Bal After Conv
1,000	120	50	1,070	70	210	790

In addition to all applicable payroll taxes, any such earnable base compensation will be subject to applicable Ohio Public Employees Retirement System (OPERS) contributions by both the employee and Cleveland Metroparks and may be included in calculating your final average salary (FAS) for OPERS retirement benefits. Accumulated personal days or any other type of leave cannot be converted under this Plan.

If an employee is not eligible to participate in this conversion plan, elects not to convert any or all of his or her accumulated sick leave or has a remaining sick leave balance after conversion, the current plan available to employees who resign or retire with 10 years of continuous employment with Cleveland Metroparks, as described in Section 407 of the Employee Handbook, will remain in effect.

**Election:** On or before November 1<sup>st</sup> of each year, any employee wishing to convert sick leave in the manner described above must submit a completed application form to the Department of Human Resources.

**Payment:** Any elected conversion amount will be subject to verification by the Payroll Manager, Office of the Treasurer. Payment of any amount converted to earnable base compensation will be paid during the last pay date of December.

**Note:** An employee cannot convert dollars in any one year more than they earn in that year.

Earnable base compensation may be deposited into an employee's Ohio Public Employees Deferred Compensation Program account. However, to arrange such deposit the employee must contact the Ohio Public Employees Deferred Compensation Program at 1-877-644-645 at least thirty (30) days prior to receiving his/her conversion payment.