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AN AGREEMENT

BETWEEN

THE CITY OF SOLON

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

FULL TIME DISPATCHERS

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

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PREAMBLE
ARTICLE 1

This Agreement is hereby entered into by and between the City of Solon, hereinafter referred to as "the Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

PURPOSE AND INTENT
ARTICLE 2

In an effort to continue harmonious and cooperative relationships between the parties and to insure orderly and uninterrupted efficient operations, the parties now desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) To promote fair, safe and reasonable working conditions; (3) To promote individual efficiency and service to the City of Solon; (4) To avoid interruption or interference with the efficient operation of the Employer's business; and (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION
ARTICLE 3

SECTION 1. The Employer recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all regular, full-time dispatchers on the Solon Police Department (hereinafter "employees"), excluding the Chief, Lieutenants, Sergeants, Patrol Officers, and all other employees of the Employer.

SECTION 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

SECTION 3. Employees shall be on a NON-CONTESTABLE probationary period, defined as one (1) full year of continuous service. Upon completion of such probationary period the employees' seniority shall date from the date of hire. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service Exam Eligibility List.

DUES DEDUCTION
ARTICLE 4

SECTION 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

SECTION 2. No new authorization forms will be required from any employees in the City of Solon for whom the Employer is currently deducting dues.

SECTION 3. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

SECTION 4. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that date such amounts shall be deducted from the next or subsequent pay.

SECTION 5. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

SECTION 6. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under Articles IV and V and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

AGENCY SHOP
ARTICLE 5

All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) Maintain their membership in the OPBA, (2) Become members of the OPBA, or (3) Pay a service fee to the OPBA in an amount not to exceed the monthly dues for membership in the OPBA, as a condition of employment, all in accordance with the Ohio Revised Code Section 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction."

MANAGEMENT RIGHTS
ARTICLE 6

SECTION 1. The management and direction of the working force in all its phases are vested and shall remain exclusively in the City, and this shall include but not be limited to the right to:

a. Manage the operations;
b. Control the premises;
c. Maintain efficiency of operations;
d. Hire; discipline and discharge for just cause; lay off, and promote;
e. Promulgate and enforce reasonable employment rules and regulations, including those affecting meal periods and leaves of absence, provided such rules or regulations are not in conflict with any of the specific provisions of this Agreement;
f. Reorganize, discontinue, or enlarge any department or division; transfer employees (including the assignment of work and allocation of work) within departments;
g. Introduce new and/or improved equipment, methods, and/or facilities;

h. Determine work methods; determine the size and duties of the work force; the number of shifts required, and work schedules;
i. Establish, modify, consolidate, or abolish jobs (or classifications); determine staffing patterns, including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked;
j. Maintain and improve the efficiency of the department; determine the overall mission of the department and all other rights of management except those limited by any specific provision of this agreement.

EMPLOYEE RIGHTS
ARTICLE 7

SECTION 1. The employee shall be simultaneously furnished with a copy of any departmental charge that is transmitted to the Chief.

SECTION 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

SECTION 3. Investigations shall be conducted at reasonable times giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities. Employees shall have an OPBA representative present during such questioning, if they so request.

SECTION 4. An employee may request an opportunity to review his personnel file at reasonable times and shall upon request, be granted free of charge up to ten (10) copies per year of material contained in the personnel file. Requested material contained in the personnel file in excess of ten (10) copies shall be given to the employee at five (5) cents per copy provided copies are made during non-working hours by the employee and at a time approved by the Chief or his designee. An employee shall have the right to comment in his own handwriting and attach to items in his personnel file on any adverse material contained in such file and may have a representative of the OPBA present when reviewing his file. No item shall be removed from a file.

SECTION 5. In the course of an internal investigation, a polygraph examination and/or voice stress analyzer will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination and/or voice stress analysis, such examination and/or analysis shall not be used in any subsequent court action, except in accordance with applicable rules of evidence.

SECTION 6. All complaints by civilians, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation. This section shall not apply to criminal investigations.

SECTION 7. Written reprimands and written records of verbal reprimands that are more than two (2) years old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance or arbitration hearing, except that prior disciplinary action, regardless of the date of issuance, may be introduced for purposes of rebuttal. In addition, written reprimands and records of verbal reprimands that are more than three years old shall not be used against an employee for prior similar conduct. Suspensions that are more than four (4) years old shall not be used by the Employer to support current disciplinary action except prior similar conduct, regardless of when such conduct occurred. In no event shall records of disciplinary action be removed from any personnel file.

SECTION 8. The City will maintain only one (1) personnel file for each employee, so long as certain data and other files may be maintained by other City employees (i.e. Human Resources Manager, Finance Director, police personnel, Civil Service Commission and others as needed).

SECTION 9. Any anonymous complaint will not be kept in the employee's personnel file, but will be kept in a separate file for anonymous complaints.

SECTION 10. Any unfounded or unsustained complaint will not be kept in the employee's personnel file, but will be kept in a separate file for unfounded and unsustained complaints.

NO STRIKE
ARTICLE 8

SECTION 1. The Employer and the OPBA agree that the grievance procedure provided herein is adequate to provide a fair and final determination of all grievances under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

SECTION 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall engage in or directly or indirectly assist in any strike, work stoppage, slowdown, concerted use of sick leave or other similar conduct. The OPBA shall not be held liable for the unauthorized activity of the employees its represents or its members, who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

SECTION 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage the attempt to prevent any violation of the "no-strike" clause. If the Employer seeks injunctive relief against any unlawful strike pursuant to Section 4117.15 (A) O.R.C., the OPBA shall cooperate with the City by not opposing such relief.

SECTION 4. In the event of violation of the "no-strike" clause, the OPBA shall promptly notify all employees, in a responsible manner that the strike is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

SECTION 5. The Employer shall not lock out any employees for the duration of this Agreement. Layoff for lack of work or for budgetary consideration shall not be deemed a lockout.

DISCIPLINE
ARTICLE 9

SECTION 1. Disciplinary action taken by the Employer shall only be for just cause.

SECTION 2. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. Any employee who receives a reprimand by e-mail or voicemail shall receive a written notice via hard paper of such reprimand.

SECTION 3. Prior to any suspension or discharge being effective, the non-probationary employee shall be notified in writing of the reasons for the suspension or discharge and shall be afforded an opportunity to respond in writing within five (5) calendar days after receipt of notice. Such response may, at the employee's election, contain statements of such witnesses and other persons as the employee may wish to present in his behalf. At the Employer's discretion, an employee may be suspended with pay prior to receipt of the employee's response.

SECTION 4. In the event of discharge the employee may appeal such action to the grievance procedure as provided herein.

SECTION 5. Disciplinary action appealed through the grievance procedure may be filed directly at Step 2. Grievances protesting discharges may be filed directly at Step 3, provided that the Chief or his designee is notified at the time of the filing.

ASSOCIATION REPRESENTATION
ARTICLE 10

SECTION 1. The parties recognize that it may be necessary for an OPBA director to leave a normal work assignment without loss of pay while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer of the shift.

SECTION 2. All notices required in the Agreement to be given by either party to the other or by any employee to the Employer or vice versa shall be given by depositing same in the police station personal mail unless the employee to whom the notice is directed is on vacation or leave of absence, in which case it shall be sent to his home.

GRIEVANCE PROCEDURE
ARTICLE 11

SECTION 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. The Employer shall only be required to resolve grievances with the grievant or the OPBA or its representative. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

SECTION 2. For the purposes of this procedure, the below listed terms are defined as follows:

(a) Grievance- A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

(b) Grievant- The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA.

(c) Days- A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

SECTION 3. The following procedure shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the grievance, if known to the grievant and a general statement of the nature of the grievance and the redress sought by the grievant. If the grievance does not contain all the required information listed above, the Chief or his designee shall have the right to reject said grievance and request a more definite grievance. The Grievant shall notify the Chief or his designee of the more definite grievance within five (5) days of the notice of such rejection and request for a more definite grievance. Failure to submit the more definite grievance within five (5) days of the notice of the Chief's or his designee's rejection set forth herein shall terminate the grievance.

(a) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and the OPBA.

(b) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the shift officer or the Chief and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the grievant and shall in all respects, be final.

(c) The methods for resolution of complaints regarding alleged violations of this Agreement set forth in this Agreement shall be the sole and exclusive method for the determination of such complaints and no party nor any employee covered by this Agreement shall commence any action in any other forum other than to compel arbitration or to prevent a violation of the no-strike, no-lockout clause or to enforce the award of an arbitrator's decision hereunder.

(d) The parties may, by written mutual agreement, bypass or otherwise waive any step of the grievance procedure.

(e) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be deemed denied. The time limits specified for either party may be extended only by written mutual agreement.

(f) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

SECTION 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the Support Services Administrator or other designee of the Chief of Police, the employee and the OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant or the OPBA and presented as a grievance to the Chief or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The procedure set for in 3 (a) above shall apply to a grievance reduced to writing herein. If a grievance complies with said procedure, the Chief or his designee will schedule a meeting with the employee and an OPBA representative, if such representative is requested by the employee within seven (7) days of the notice of the employee, and shall give his answer within seven (7) days of the meeting.

Step 3. If the OPBA is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee

within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee and his OPBA representative within ten (10) days from the date of the hearing. If the OPBA is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARBITRATION PROCEDURE
ARTICLE 12

SECTION 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days (postmarked) after the receipt of the decision at Step 3, the OPBA may submit the grievance to arbitration by notifying the Employer in writing of such fact. Within ten (10) days after receipt of such notice, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties shall mutually request the American Arbitration Association to submit a panel of arbitrators in accordance with the rules of the AAA.

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

SECTION 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

SECTION 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the parties equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

SECTION 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity or subpoena and without loss of pay if he is otherwise scheduled to work, for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of on duty employees in attendance exceed two (2) employees.

SECTION 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

GENDER AND PLURAL
ARTICLE 13

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

OBLIGATION TO NEGOTIATE
ARTICLE 14

SECTION 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

SECTION 3. This Agreement shall not be modified or amended except in writing executed by both parties.

CONFORMITY TO LAW
ARTICLE 15

SECTION 1. This Agreement, to the extent permitted by law, shall supersede all applicable present and future state laws, local ordinances, rules and regulations to the extent such laws, ordinances or rules and regulations are inconsistent herewith.

SECTION 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

DUTY HOURS
ARTICLE 16

SECTION 1. The regular workweek for all employees of the Employer covered by this Agreement will be forty (40) hours.

SECTION 2. The Chief will continue to be responsible for scheduling all employees. He will endeavor to give all employees seventy-two (72) hours advance notice of any schedule changes, except substitutions due to absenteeism, emergencies or other unforeseen circumstances.

SECTION 3. Employees shall not regularly be assigned to work more than one shift in the regular assignment period (presently 28 days) unless changed by mutual consent.

OVERTIME PAY AND COURT TIME
ARTICLE 17

SECTION 1. All employees, for work performed in excess of forty (40) hours in one week or eight (8) hours in one day, when approved of by the Chief, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime. Employees may elect to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1-1/2) hours for each clock hour of work, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor Regulations. Such accumulation shall not exceed ninety six (96). Compensatory time must be taken prior to an employee's effective date of retirement, unless such retirement is unplanned.

SECTION 2. Whenever approved by the Chief, employees called into work for a time period of less than two and one-half (2-1/2) hours when the employee is not on duty, shall be compensated not less than two and one-half (2-1/2) hours at the rate of one and one-half (1-1/2) times his regular hourly rate unless such hours are contiguous with an employee's scheduled shift.

SECTION 3. Whenever approved by the Chief, employees attending a required school or training session for a time period of less than three (3) hours when the employee is not on duty, shall be compensated not less than three (3) hours at the rate of one and one-half (1-1/2) times his regular hourly rate unless such hours are contiguous with an employee's scheduled shift.

SECTION 4. Whenever approved by the Chief, employees appearing in court on behalf of the Employer shall be compensated not less than three (3) hours at the rate of one and one-half (1-1/2) times their regular hourly rate unless such hours are contiguous with an employee's scheduled shift.

SECTION 5. Whenever approved by the Chief, employees required in court on behalf of the Employer within two (2) hours of their regularly scheduled shift will be compensated for the time of the schedule court appearance plus one-half (1/2) hour.

SECTION 6. Regular hourly rate as such term is used in this Agreement shall mean the annual salary plus longevity pay, if any, divided by 2080 hours.

SECTION 7. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

HOLIDAYS
ARTICLE 18

SECTION 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Independence Day
Veteran's Day	Christmas Eve
Police Memorial Day (May 15th)	

SECTION 2. Employees who do not work on the holidays as designated in Section 1 above shall be permitted to take another day off with pay subject to the advance approval of the Chief. There shall be no restriction as to the minimum or maximum number or consecutive days off that may be granted. Should an employee be denied the holiday as requested reasonably in advance, the employee shall be compensated at his straight-time rate of pay for said holiday in the last pay period in the calendar year.

SECTION 3. Employees who perform work on any of the holidays contained in Section 1 above shall have the option of:

A. Receiving compensation at the rate of double (2) times the employee's straight time rate of pay for such time worked on the holiday; or
B. Being permitted to take another day off with pay subject to the advanced approval of the Chief.

Employees electing option A above must notify the Chief or his designee during the first work week that the department work schedule is posted by management.

SECTION 4. Employees who actually work on a designated paid holidays as outlined in Section 1, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all such time worked during that day and shall be permitted to take another day off with pay, subject to the advance approval of the Chief.

VACATIONS
ARTICLE 19

SECTION 1. Effective January 1, 2010, each full-time employee who has completed the Dispatched Training and Evaluation Program for the Solon Police Department shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Hours
After one (1) year	80
After five (5) years	120
After twelve (12) years	160
After fifteen (15) years	168
After seventeen (17) years	200
After twenty five (25) years	240

SECTION 2. For employees hired on or after January 1, 2000:

Vacation shall be earned throughout an employee's anniversary year of service, and it shall not be available for usage until the completion of each anniversary year. However, vacation time may be advanced for usage from an employee's forthcoming anniversary date to January 1st of the same calendar year for scheduling purposes.

When an employee has an anniversary date of employment in a calendar year that would entitle the employee to receive an additional increment of vacation, the employee may have the additional increment added to their vacation schedule made January 1st.

Employees who leave employment before their anniversary date, but used an amount of advanced vacation time in excess of the amount they earned between January 1st to the date of their departure, shall pay the city back for the difference or unearned vacation time used. If termination occurs after January 1st but before the employee's actual anniversary date that would entitle them to an increment of vacation time, the amount of payment shall be calculated using the rate of accrual before the increment. If termination occurs after the employee's actual anniversary date that would entitle them to an increment of vacation time, the amount of payment shall be calculated using the rate of accrual before the incremental anniversary date plus the rate of accrual after the incremental anniversary date.

In the event of termination of employment with the employer for any reason, except for cause, each full time employee as provided in this section shall be entitled to payment for vacation time accrued or earned between anniversary dates but not yet credited to them (next anniversary date). Any advanced vacation time granted during this period shall be applied to accrued or earned amount to determine if the city owes the employee or the employee owes the city, and how much.

SECTION 3. For employees hired before January 1, 2000:

The same basic provisions in subsection (2) above apply with the following exceptions:

Employees that began employment before January 1, 2000 shall continue to have their anniversary date of employment remain January 1st of each calendar year for vacation entitlement and scheduling of the calendar year. In addition, the employee's actual anniversary date of employment shall continue to be used for determination of incremental vacation time in accordance with the tables in this Agreement. An employee that has an actual anniversary date forthcoming in a calendar year that will entitle them to an incremental amount of vacation time, shall be able to schedule that incremental vacation time on January 1st and use it during that calendar year.

In the event of termination of employment with the employer for any reason, except for cause, full time employees that started employment before January 1, 2000 shall be entitled to a payment for accrued vacation time between January 1st and their separation date.

For retiring employees applying for pension, they have the option to receive a lump sum payment for accrued vacation time or use it by a method agreed upon between the retiring employee and the Director of Finance.

SECTION 4. All vacation time shall be taken at a time approved of by the Chief. There shall be no restriction as to the minimum or maximum number of consecutive days off that may be granted. Should an employee be denied the vacation as requested reasonably in advance, the employee shall be compensated at his straight-time rate of pay for unused vacation in the last pay period in the calendar year.

SECTION 5. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department of the Employer should he elect such transfer.

SECTION 6. Any employee who was hired prior to January 1, 1989 and who accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision thereof and who has become employed by the Employer, shall be credited, for vacation purposes only, with his service time from the prior public employer after completion of the probationary period with the Employer.

SICK LEAVE
ARTICLE 20

SECTION 1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; (3) serious illness, injury or death in the employee's immediate family; or (4) childbirth, not to exceed two (2) days for the employee's spouse, unless the employee can substantiate and document the reason(s) for more than two (2) days.

SECTION 2. All full-time employees shall earn sick leave at the rate of four and six tenths (4.6) hours per each eighty (80) hours in active pay status to a maximum of 120 hours per year and may accumulate such sick leave without limit.

SECTION 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before start or his work shift each day he is to be absent.

SECTION 4. Sick leave may be used in segments of not less than one-half (1/2) hour.

SECTION 5. Before an absence in excess of three (3) consecutive workdays may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death, as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid by the Employer.

SECTION 6. Any abuses of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

SECTION 7. The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

SECTION 8. When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to include the employee's children or the employee's spouse, step children or parent. All leaves of absence will follow the City's FMLA Policy and amendment thereto.

SECTION 9. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

SECTION 10. An employee who transfers from another public agency to this Department shall be credited with the unused balance of his accumulated sick leave, except the provisions of Paragraph 11 below.

SECTION 11. When an employee retires or dies, the employee or his legal representative in the event of death, shall be paid in a lump sum for his accumulated and unused sick leave (except unused sick leave credited under Paragraph 10 above). The compensation shall be calculated as follows:

a. For employees hired prior to January 1, 1989 up to the first 960 hours of accumulated sick leave shall be paid to employees on an hour for hour basis, based on the employee's base rate of pay and longevity at the time of his death or retirement.

b. For employees hired on or after January 1, 1989 up to the first 360 hours of accumulated sick leave shall be paid to employees on an hour for hour basis based on the employee's base rate of pay and longevity* at the time of his death or retirement.

c. For employees hired prior to January 1, 1989, all accumulated sick leave in excess of 960 hours shall be paid to the employees on the basis of one (1) hour for every three (3) hours accumulated, based on the employee's base rate of pay and longevity at the time of his death or retirement.

d. For employees hired on or after January 1, 1989, all accumulated sick leave in excess of 360 hours shall be paid to employees on the basis of one (1) hour for every four (4) hours accumulated, based on the employee's base rate of pay and longevity* at the time of his death or retirement.

e. For purposes of this section, an employee shall be deemed to be retired when he terminated his employment and either applies for and obtains a disability pension or is eligible to receive a public employment retirement pension at the time of termination of

employment. The provisions of this Section shall not apply to transfers to another public employer in a full-time capacity.

FUNERAL LEAVE
ARTICLE 21

SECTION 1.

a) Funeral leave *for all employees normally assigned to an eight (8) hour shift* shall be granted for up to three (3) days *(24 total hours)* after the death of a member of an employee's immediate family. Up to *one day (8 total hours)* shall be granted after the death of other family members.

b) Funeral leave for all employees normally assigned to a twelve (12) hour shift shall be granted for up to two (2) days (24 total hours) after the death of a member of an employee's immediate family. Up to one (1) day (12 total hours) shall be granted after the death of other family members.

SECTION 2. The employee shall be paid for the shift or shifts he normally would have been scheduled to work. This leave shall not be deducted from the employee's accumulated sick leave.

SECTION 3. For purposes of this Article, the employee's immediate family is defined as: spouse, child including stepchild, parent, current parent-in-laws, stepparents, sister, brother, *brother-in-law and sister-in-law.*

SECTION 4. For purposes of this Article, the employee's other family members are defined as: aunts, uncles, cousins, grandparents-in-law, grandparents and grandchildren.

SECTION 5. The Chief at his discretion and without setting precedence may extend the leave for exceptional circumstances or travel time. Proof of death and relationship may be required. The Chief at his discretion may authorize the use of sick leave and/or additional funeral leave for any extension hereunder.

INJURY LEAVE
ARTICLE 22

SECTION 1. An employee who is disabled as a result of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, for a period not to exceed 180 work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from those active police duties inherently dangerous and unique, including but not limited to apprehension or attempted apprehension of suspects, active intervention to prevent the commission of crimes and the pursuit of suspects, and the directing of traffic.

SECTION 2. An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular

compensation during the continuance of such service related disability, for a period not to exceed 180 work days form the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first fifteen (15) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than fifteen (15) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged and any remaining service related disability shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

SECTION 3. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning the City to those sums of monies (temporary total disability benefits) he would originally receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

SECTION 4. Certification of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each two (2) week period which disability occurred or continues, or more often, if requested to do so by the Finance Director, or the Chief and any employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen and paid for by the City at any time.

SECTION 5. In the event that any employee is dissatisfied with the determination of the Finance Director based on the City's medical examination, the employee may submit the question to the grievance procedure.

SECTION 6. In the event that an Employee has been exposed to a toxic substance, to an infectious disease or other potentially infectious materials in the course of his employment, and is sent to the hospital for testing, treatment and/or preventative measure, and Worker's Compensation subsequently determines that there was no injury sustained, all bills incurred due to the Employee's testing, treatment, and/or preventative measures will be submitted to the City's Medical Provider with the City agreeing to cover any charges for said bills not covered by the City's Medical Provider.

JURY DUTY LEAVE
ARTICLE 23

Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid for his or her regular rate of pay, less compensation received from such court for jury duty, as provided for in the Ohio Revised Code. If the employee is working first or third shift, the affected employee shall be placed on second shift, Monday through Friday, until jury duty is completed. If the employee is excused in sufficient time to report to work, he shall do so and work to the end of normal second shift.

COMPENSATION
ARTICLE 24

SECTION 1. Effective on the date set forth below, the hourly rate shall be paid as follows:

POSITION	CURRENT	1/1/2013	1/1/2014	1/1/2015
RATE OF INCREASE		**2.25%**	**2.25%**	**2.25%**
Start	20.5051	20.9665	21.4382	21.9206
1 Year	21.6527	22.1399	22.6380	23.1474
2 Years	22.8119	23.3252	23.8500	24.3866
3 Years	24.0291	24.5698	25.1226	25.6879
4 Years	25.1188	25.6840	26.2619	26.8528
5 Years	26.3359	26.9285	27.5344	28.1539
10 Years + Mentor	28.8398	29.4887	30.1522	30.8306
Asst. Lead Dispatcher	30.5702	31.2580	31.9613	32.6804
Lead Dispatcher	33.4744	34.2276	34.9977	35.7851

The Asst. Dispatcher rate is calculated from the Ten Years + Mentor rate to maintain a 6% differential and the Lead Dispatcher rate is calculated from the Asst. Dispatcher rate to maintain 9.5% differential.

NOTE 1: The above rates represent a 2.25% increase on January 1, 2013; 2.25% increase on January 1, 2014 and a 2.25% increase on January 1, 2015.

NOTE 2: Employees will be assigned by the Employer as Lead Dispatcher and Assistant Lead Dispatcher. They shall be paid in accordance with the respective classifications in the compensation schedule above. The Lead Dispatcher and Assistant Lead Dispatcher shall be removed from the assignments only for just cause. Should the Lead Dispatcher or Assistant Lead Dispatcher be removed hereunder they shall revert to the appropriate years of service in the compensation schedule above.

NOTE 3: All Dispatchers currently maintain the same years of service or present credit for years of service they currently have as of January 1, 2012 and shall progress for each additional year of service when their anniversary date is achieved.

NOTE 4: Should any part-time dispatcher with the city be hired as a full-time dispatcher, such dispatcher shall be placed on the compensation schedule by including a pro-rata service credit for hours actually worked with the City Dispatch Center. Such dispatcher shall progress for each individual year of service when her anniversary date is achieved.

LONGEVITY
ARTICLE 25

SECTION 1. Employees hired prior to January 1, 1989 shall be entitled to longevity pay which shall be calculated as an additional one-half percent (.005) of the base salary for each full year of service.

SECTION 2. Employees hired on or after January 1, 1989 shall be entitled to longevity pay which shall be calculated as an additional one-quarter of one percent (.0025) of the base salary for each full year of service.

SECTION 3. For employees hired after December 1, 1986, the payment of longevity shall begin on January 1st following five (5) full years of service.

SECTION 4. Full years of service shall be calculated on the employee's anniversary date of each year and the compensation shall be adjusted to reflect the increased amount on the first pay following January 1st, using the salary in effect on January 1st.

SECTION 5. For employees hired prior to January 1, 1989, the maximum of longevity pay shall be ten percent (10%).

SECTION 6. For employees hired on or after January 1, 1989, the maximum of longevity pay shall be five percent (5%).

SECTION 7. Time served by an employee during a probationary period shall be included in computing longevity pay. Any interruption in the service of an employee except for allowed vacation, holidays, sick leave, disciplinary suspension and authorized leaves of absence, shall be deemed a termination of such employee's tenure in office for the purpose of determining his eligibility for longevity pay.

SECTION 8. Longevity payments shall be divided into twenty-six (26) equal payments and added to the employee's normal bi-weekly paycheck.

EDUCATIONAL AND OTHER PAYS
ARTICLE 26

SECTION 1. All schools, seminars and classes which an employee intends to attend, with the exception of being compensated or reimbursed for expenses, must be approved by the Chief and Mayor in advance. A completion report or a certificate must be presented to the Chief upon completion.

SECTION 2. When employees attend required schools or formal training sessions the Employer shall pay for all required tuition, fees, texts, meals, lodging and travel expenses, including mileage.

SECTION 3. When attendance at such schools or training session is required it shall be considered normal working time and the employee shall receive his full pay as appropriate.

SECTION 4. When attendance at such schools or training session is not required, but is deemed helpful by the Chief and the Mayor, the Employer shall pay for tuition and textbooks upon successful completion.

SECTION 5. If an employee is attending an approved school when he is regularly scheduled to work, and if his absence does not necessitate the creation of overtime, he may be excused to attend said class without replacement, upon approval of the Chief of his designee.

SECTION 6. An employee who is required to use his private vehicle for Employer business or is to be otherwise compensated for mileage under this Agreement, shall be reimbursed in the amount permitted to be deducted by the Internal Revenue Service. Such reimbursement shall not be made unless such use is authorized in advance by the Chief or his designee.

SECTION 7. Any employee designated and performing the duties of a Field Training Officer (FTO) shall receive *two (2) hours* of paid overtime for each shift that he works as an FTO.

UNIFORM ALLOWANCE
ARTICLE 27

SECTION 1. Each newly hired, full-time, probationary employee shall receive a uniform allowance in the amount of $200.00 after successfully completing the City's training requirements. In the event an employee leaves the employ of the City, said employee shall be required to reimburse the City a prorated amount of the uniform allowance based on the number of months actually worked during the anniversary year (i.e. if an employee leaves the employ of the City after working eleven (11) months, he shall be required to reimburse the City one-twelfth (1/12) of the uniform allowance.)

SECTION 2. All non-probationary employees shall receive an annual uniform allowance in the amount of $800, which shall include footwear approved by the Chief. The Assistant Lead Dispatcher shall receive an annual uniform allowance in the amount of $875. The Lead Dispatcher shall receive an annual uniform allowance in the amount of $975. This amount shall be paid on or before March 1 of each calendar year. If an employee leaves employment with the City, the uniform allowance shall be pro-rated as applicable.

SECTION 3. The cost incurred by the employee for any required change in uniform shall be borne by the Employer.

INSURANCE
ARTICLE 28

1) All members shall be entitled to health care insurance for themselves and their immediate family including hospitalization, major medical protection, high level benefit plan, prescriptions drugs, vision care, major dental care and orthodontia care.

2) Monthly contributions are required only if:

a) The City seeks requests for proposals for health insurance coverage that year and,
b) The city wide Joint Medical/Hospitalization Insurance Committee has been convened and has the opportunity to review alternative insurance coverage plans and make recommendations to the City.
c) All eligible non-bargaining employees are subject to the same modifications on Exhibit B effective January 1, 2013, through December 31, 2015.

3) Employees may elect to join the City's Alternative Health Insurance Plan which provisions are also shown in the following table on Exhibit B. Employees electing to join

the Alternative Health Insurance Program shall have no responsibility to contribute towards the premium charges.

4) Employees having health care insurance coverage under Plans provided other than by the City may elect not to join a City sponsored group health insurance program, but rather receive 30% of the COBRA premium rate (Medical, Drug and Vision). Employees must show proof of alternate insurance to the Human Resources Department.

5) For purposes of this health care insurance, the employee's immediate family shall include his spouse and all unmarried dependent children to age twenty-three. Additional persons may be added provided no additional costs are incurred by the Employer over the above "standard" family rates and to the extent permitted by the carrier.

6) The Employer may substitute carriers (including self-insurance) for present carriers, but may not decrease the level of protection. Any substitution of carriers shall only be made City wide, and prior to any such change, OPBA shall be notified in advance to meet and confer thereon.
7) Health care insurance under other medical entities and their plan may be offered to employees by the Employer. Employees shall have the option of enrolling in such plan on a voluntary basis.

8) Employees shall be eligible for all health benefits as of the first day of the month following the commencement of their employment.

9) Employees shall be eligible for a term life insurance policy in the amount of $25,000.00.

10) Employees and their family members covered by the city's health insurance plan are required to use mail order if they are on maintenance prescriptions (three months or more) or they will be charged the out of network rate.

11) In an emergency, covered members should always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

12) Preventive Care in the PPO and Alternate Plan shall include colonoscopies when deemed medically necessary or once every five years for individuals age fifty (50) and over.

13) The HMO Health Ohio Plan will not be offered to members of this bargaining unit.

14) Effective February 1, 2013 the members electing PPO Plan A will be subject to the following <u>maximum contribution</u> schedule listed below:

(The month of January 2013 with reflect the respective contributions, from the previous month, and only for the month of January 2013)

February 1, 2013 =	5% of COBRA Rates for Medical and Prescription
January 1, 2014 =	6% of COBRA Rates for Medical and Prescription
January 1, 2015 =	7% of COBRA Rates for Medical and Prescription

The table on the attached Exhibit B includes the current plan and the current plan with modifications effective January 1, 2013. In addition, Exhibit B includes the Alternate Health Care Plan offered to members.

ARTICLE 29 – DRUG AND ALCOHOL FREE WORKPLACE POLICY AND RULES FOR CONTROLLED SUBSTANCE AND ALCOHOL TESTING.

A. Introduction

The parties are committed to maintaining an efficient, effective and safe work environment in order to safeguard personnel, property, equipment and the citizens being served. The Employer and the public also have a reasonable expectation that employees will be free from the effects of drugs and alcohol. The Employer has the right to expect employees to report for work fit and able for duty. As a result, the Employer and the OPBA agree that it is the purpose of this article to absolve or eliminate illegal drug usage and/or alcohol abuse problems through education and rehabilitation of any affected employee.

Employees' action regarding possession and usage of alcohol or drugs, both on and off duty is governed under the Rules and Regulations for the Operation of the Solon Police Department and the Employer's Drug Free Workplace Policy. To ensure conformance to the Rules and the goals of a drug and alcohol free workplace, employees will be subjected to alcohol and/or drug testing under any of three distinct circumstances as described in Sections B, C, and D below. Acceptable testing procedures and methodologies are described in Section E, below.

B. Post-Accident Testing

Drug and alcohol testing of employees will be conducted following a motor vehicle accident if all the following conditions exist:

1. While driving a City vehicle the employee is involved in an accident and is cited for a moving violation of any kind, and,
2. Any involved vehicle requires towing from the scene, and,
3. Any personnel involved requires medical treatment away from the scene of the incident, and,
4. Injury occurs that requires medical treatment beyond the first aid and/or lost time, and,
5. Damage to property exceeds $2,000 (Two Thousand Dollars and 00.100).

C. Reasonable Suspicion Testing

If objective evidence exists and is documented which establishes reasonable cause to believe that an employee's work performance is impaired due to drug or alcohol use or abuse, an employee will be required to submit to drug and alcohol testing. Each time there is cause for reasonable suspicion testing, separate suitable documentation shall be prepared and maintained by the Employer.

D. Random Drug and Alcohol Testing

Employees covered under this Agreement are subject to "random" drug and alcohol testing subject to the procedures and methodologies described in Section E below, at the following percentage:

1. All covered employees will be subject to a random test at a rate of 10% per annum out of the pool of all City employees. Any bargaining unit member who must have a commercial driver's license as a condition of employment shall be part *of the city's commercial driver's license pool for purposes of random drug and* alcohol testing with all other provisions of this article to apply.

2. The Human Resources Director shall submit a list of active personnel on the city's payroll to the city's Third Party Administrator who administers the random selection, prior to January 31st of each year. Ten percent (10%) of the active personnel recorded on the list shall be randomly pulled for testing. This list shall exclude CDL driver's currently participating in random testing in accordance with Federal Department of Transportation regulations and Seasonal Employees and shall be provided to the bargaining unit.

3. No covered employee will be entered into the pool subject to random drug and alcohol testing until such time as recommended training has been provided by the Employer to meet Ohio B.W.C. minimum standards (two hour training for employees, additional four hour training for supervisors). Newly hired covered employees will be entered into the pool as soon as they have been provided similar training. This required training will also cover the Employer's Drug Free Workplace Policy as it applies under the terms of this Agreement. No covered employee will be entered into the pool subject to random drug and alcohol testing until being provided with a copy of the Employer's Drug Free Workplace Police, a copy of the Rules and Regulation for the Operation of the Solon Police Department, and being given the opportunity to sign an acknowledgement that the training and documents have been received.

4. The Employer will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above. To maintain confidentiality of the process, the third party contractor will exclusively have contact with the Assistant Chief of Police and/or the Director of Human Resources for purposes of notifying selected employees that they have been assigned to be tested.

5. As the purpose of "random" testing is to proactively keep employees and citizens safe from the effects of illegal drugs and alcohol in the workplace, all "random" testing of covered employees will be for illegal drugs, amphetamines & opiates, and alcohol. <u>At the time of each individual test, such testing shall be for illegal drugs, amphetamines, opiates or alcohol.</u>

E. Testing and Methodologies

In an effort to ensure the accuracy, confidentiality and trustworthiness of the process, the following methodologies will be required:

1. Medical Review Officer

   The Medical Review Officer (MRO) plays a key role in the testing process, in both interpretations of test results as well as notification of involved parties. As such, the MRO must be a licensed physician in the state of Ohio who maintains current certification from the Medical Review Officer Certification

Council (MROCC) or the American Association of Medical Review Officers (AAMRO).

The MRO must examine alternative medical explanations for any positive test results. This action will include conducting a medical interview with the affected employee, review of the employee's medical history and review any other relevant biomedical factors. Upon request, the MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from a legally prescribed medication.

The MRO may not have any business relationship with the laboratory used for testing that causes a conflict of interest or the appearance of a conflict of interest as defined under D.O.T. guidelines.

2. Sample Collection
The collection of samples shall be performed only by health care professionals who are qualified and authorized to do such collections and meet current D.O.T. collection standards and certification requirements, operating under the direction of the MRO approved in subsection E (1) above. Documentation that collectors have met D.O.T. training requirements for both drug and alcohol testing are to be provided to the city's Director of Human Resources by March 1st of each calendar year and provided to the collective bargaining unit.

Blood or urine samples will be submitted as per National Institute on Drug Abuse (NIDA) standards and D.O.T. guidelines under 49 CFR Part 40. Employees have the right to have a witness or a designated representative present during the collection/submission of any sample, unless this causes a delay beyond thirty minutes for such collection/submission. The collection site will operate using non-federal testing that follows the federal model. A sufficient sample will be collected in all cases to provide for split specimen testing.

The collection site will begin the chain of custody of all samples submitted using the federal model, identifying each specimen through use of an identifying number only with no other employee information. Identities of each employee will be kept in the custody of the MRO/collection site.

3. Alcohol Testing
Preliminary alcohol testing will be by a certified technician as provided for above, using an Evidentiary Breath Testing Instrument. Certification of the instrument designated for use must be provided to the Director of Human Resources prior to March 1, of each year testing is to occur.

A preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are .00 below .04 shall result in the discontinuation of testing. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the bargaining unit member requests a blood alcohol content test. Sample handling procedures as detailed in subsection E (2) above shall apply. A confirmatory test result of .04

grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

4. Laboratory Procedures
The laboratory utilized for blood and urine testing will be designated by the Employer after a recommendation of the OPBA prior to March 1, of each calendar year in which testing is to take place. The laboratory must have a current certification that it meets College of American Pathologists' Forensic Drug Testing Accreditation standards as well as proof that it is operating with Department of Health and Human Services/Substance abuse and Mental Health Services Administration (SAMHSA) certification.

Strict chain of custody procedures must be followed for all samples as set by NIDA.The Employer and the OPBA agree that security of submitted biological samples is such a paramount issue that any breach of the chain of custody or apparent tampering with sample integrity results immediately in an invalid sample that may not be used for any purposes. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least one year or for the duration of any grievance, disciplinary action or legal proceedings regarding the sample, whichever is longer. At the conclusion of said period, the sample is to be destroyed along with laboratory maintained paperwork. The laboratory is authorized to test only for the following drugs or classes of drugs: marijuana metabolites, cocaine metabolites, opiate metabolites, Phencyclidine and amphetamines. The laboratory shall test only for these substances within the limits of initial and confirmation tests as currently defined by DHHS/SAMHSA. Initial testing will consist of a preliminary immunoassay (EMIT Screen). If initial testing results are negative, testing shall be discontinued.

Under this Agreement, the following cutoff levels shall be used in determining test results as positive or negative:

Drug Class.	Prelim. Cutoff	Confirm. Cutoff
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiate metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml

The laboratory will report to the MRO and subject to the MRO's investigation of alternative medical explanations, positive results in the case where both the preliminary and confirmatory test results are positive as to the same sample and the MRO's independent investigation provides no reasonable alternative medical explanation. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site. In the event that tests are altered, invalid, diluted positive or positive test results, upon request to the MRO, each covered employee will be provided with a report of the confirmed positive results of each test that includes the types of tests conducted, the results of each test, the detection level used by the

laboratory and any other information provided to the Employer by the laboratory.

F. Positive Test Results

In the case of alcohol testing, if a covered employee tests at a level greater than .04 grams per 210 liters of breath during the preliminary test, that employee will be immediately relieved from duty and not permitted to return to work for 24 hours following the administration of the test. In the event the 24 hour time period overlaps an employee's regularly scheduled shift, the employee shall use leave in the following order to cover the overlapping time period: vacation and/or holidays; compensatory time; and then sick leave. No further action will be taken until the results of confirmatory blood tests are received through the MRO, if such test has been requested by the bargaining unit member.

In the case of a first time positive confirmatory test for alcohol or a positive test for drugs after review by the MRO, appropriate notification and receipt of results as indicated in Section E(4) above, the employee shall be provided the opportunity to participate in and satisfy a rehabilitation treatment program as recommended and administrated by the Employer's EAP. Employees who complete such rehabilitation program will be re-tested at random times, once every quarter for the following twenty-four months. Treatment and rehabilitation shall be paid for by the employee's insurance program. Employees will be allowed to use any accrued and earned paid time off for the necessary time off involved in the rehabilitation program. Once the employee successfully completes the required rehabilitation treatment, they shall be returned to regular full duty status. Once all follow-up care has been completed, and five (5) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to drug/alcohol testing and treatment.

If an employee declines to participate in the EAP, they shall be immediately subject to disciplinary action as per the Department Rules and Regulations and in accordance with Article 9.

If an employee tests positive for drugs and/or alcohol during the twenty-four month period after initial entry into the EAP, they shall be subject to disciplinary action as per the Department Rules and Regulations and in accordance with Article 9. The employee shall be solely responsible for any costs, not covered by insurance, which arise from necessary additional counseling or treatment.

If an employee tests positive for drugs and/or alcohol a second or subsequent time, after completion of a required EAP and the passing of the twenty-four month quarterly testing period, they shall be subject to disciplinary action as per the Department Rules and Regulations up to and including discharge and in accordance with Article 9.

Any employee who fails to provide a sample or appear for testing under any of the three testing circumstances in Sections B, C, and D of this Article will be considered to have a positive test result for purposes of disciplinary actions in accordance with Article 9.

G. Employee Rights

Covered employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or adverse employment action by the Employer by reason of seeking such assistance, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. Such assistance must be sought prior to the provision of any biological sample which results in a positive test for the employee.

The OPBA and/or the employee, with or without the OPBA, shall have the right to file a grievance concerning any aspect of this Article in accordance with Article 11, including, but not limited to: contesting the basis for reasonable suspicion testing under Section C above, contesting the administration of any required test, contesting the significance and accuracy of any test, and contesting the consequences of any required test or result. The Parties agree that this Article is in no way intended to restrict, diminish or otherwise injure or impair any legal right that an employee may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the OPBA.

Any employee who tests positive for drugs and/or alcohol may request, fourteen (14) days of notification of positive result, that the separately maintained split portion of the sample that resulted in the positive test be submitted to an independent laboratory, certified as required in Section E (4) above, at the Employee's expense, for independent confirmation of the accuracy of the testing procedures. If such test is negative, the Employer will reimburse the Employee's expense for such independent confirmation.

Test results that result in an employee entering an EAP are "medical records" as defined in Ohio Rev. Code § 149.43 (A)(3) if they are utilized for diagnosis and treatment of a medical condition are therefore *not* public records subject to release by the Employer.

The Employer agrees that any communication, whether verbal, written, electronic or otherwise, made by an employee to any professional involved in an EAP is confidential and privileged. Such communication shall be protected from disclosure unless otherwise legally required. Information about an employee's participation in an EAP shall not be disclosed to anyone without written permission from the employee.

H. Testing Program Costs

The Employer shall pay for all costs involved with drug and alcohol testing as well as expenses related to the MRO, the collection facility, or the independent third party contractor designated to administrate the random selection process. All time spent administering a drug or alcohol test under this Article, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Should a split sample test completed at the request of an employee after a confirmed positive result come back as a negative result, the Employer shall reimburse the employee for all work time lost during the interim and the employee shall be immediately reinstated to full duty status with all records of the drug and alcohol testing expunged from the employee's file.

I. Employer's Responsibility

This Article was initiated at the request of the Employer. The Employer assumes sole responsibility for the administration of their policies and procedures regarding this Article and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Agreement regarding drug and alcohol testing.

J. Changes in Testing Procedures

The Parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide for more accurate testing. In that event, the Parties will bargain in good faith whether to amend this Article to include such improvements. If the Parties are unable to agree on amendments there is no obligation on either Party to negotiate, in accordance with Article 14.

K. Conflict with Laws

This Article is in no way intended to supersede or waive any constitutional or other rights that any employee may be entitled to under Federal or State statutes.

MISCELLANEOUS
ARTICLE 30

SECTION 1. In any instance where the Employer sends an employee for medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended to take such examination.

SECTION 2. The OPBA will be allowed one (1) locked bulletin board for official OPBA notices and a mailbox at the police station.

SECTION 3. Employees shall have the right to engage in any political activities except those specifically restricted in section 124.57 of the Ohio Revised Code.

SECTION 4. Employees shall not be required to submit to tests for use of illicit drugs except upon reasonable cause.

SECTION 5. All full-time employees have the right to participate in the City's Tuition Reimbursement Program and any amendments thereto. Employees who receive tuition reimbursement and voluntarily leave employment prior to three years from the date of their last reimbursement, will be required to pay back all tuition reimbursement received within three years from the date of their resignation. (See Exhibit A)

SECTION 6. The Employer will maintain the wages, benefits and other terms and conditions of employment for all employees, when the employee is performing service in the uniformed services under Ohio Revised Code 5923.05 and 5903.01, and any amendments thereto. The Finance Director is specifically authorized to continue paying the employee's base wages and other benefits during the employee's service in the uniformed service as defined by the Ohio Revised Code 5903.01 (G) and (H), and any amendments thereto as set forth in Ohio Revised Code 5923.05 (A), (B), (C), and any amendments thereto. If an employee remains in the uniformed services beyond any period entitling them to full pay provided by the Ohio Revised Code which is currently

twenty-two (22) eight hour work days or one hundred and seventy six (176) hours in any one calendar year, the Finance Director is then authorized to continue to compensate the employee the difference between the employee's gross base military pay and the employee's gross base city pay, while the employee remains in military service. In addition, the employee shall be entitled to receive all their respective benefits during both the initial period and extended period of pay while in military service.

LAYOFFS
ARTICLE 31

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

SECTION 2. In the event of a layoff situation, members of the bargaining unit will be laid-off in accordance with their departmental seniority (last hired, first laid off).

SECTION 3. A member of the bargaining unit who is laid-off shall retain recall rights for a period of three (3) years from the last date of actual employment.

SECTION 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

SECTION 5. Full-time employees who are laid off shall be given the opportunity to work part-time provided there are part-time employees.

LABOR MANAGEMENT RELATIONS
ARTICLE 32

In the interest of sound Labor-Management relations, the Safety Director and/or his designee may meet with representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship. This Article does not modify Article 14, nor shall it substitute for the grievance and arbitration provisions of this Agreement.

SAVINGS CLAUSE
ARTICLE 33

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

DURATION OF AGREEMENT
ARTICLE 34

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective on January 1, 2010 and shall remain in full force and effect until

December 31, 2012 and from year to year thereafter unless either party desires to make changes in the Agreement. If either party desires to make changes in the Agreement, it shall notify the other party at least sixty (60) days prior to December 31, 2012 or December 31 of any subsequent year of such desire. Such notice shall be in writing, delivered to, in the case of the City, the Mayor of the City of Solon, and in the case of the Union, to the OPBA box in the police station. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

EXECUTION
ARTICLE 35

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of APRIL 17, 20 12 .

FOR THE OPBA

BY _____

_____

_____

_____

FOR THE EMPLOYER

BY _____
Susan A. Drucker, Mayor

_____

_____

_____

Approved as to form _____
Thomas Lobe
City of Solon Director of Law

MEMORANDUM OF UNDERSTANDING

COMPENSATORY (COMP) TIME

SECTION 1. Employees may elect to take compensatory time off in lieu of overtime pay at the rate of one and one-half (1-1/2) hours for each clock hour of work.

SECTION 2. Accumulation of compensatory time shall not exceed ninety six (96) hours.

SECTION 3. Each month the Personnel Officer shall post a comp time report, which will indicate how much comp time each member of the police department has accumulated at the conclusion of the previous month. No person may use more than the amount of comp time posted for that person the previous month unless specifically approved by the Personnel Officer in advance to the ranking Officer approving the use of comp time.

SECTION 4. The use of comp time, in any total amount, is permitted provided there is no necessity to cover manpower requirements through the use of overtime. Comp time must be used in ½ hour increments.

A. Requested for full comp time days (8 hrs.) must be submitted for approval 24 hours in advance as are Holidays and Vacation Days, using the Time Off Request Form.

B. Requests for 7-1/2 hour or less of comp time require prior shift officer approval and submission of an "Overtime Request" Form to the department Personnel Officer. The Form must be properly completed and signed, indicating the hours of comp time used.

SECTION 5. Cancellation and/or Reassignment of Comp Time.

A. If for any reason, overtime would be created, such as a subsequent Holiday or Vacation day approval or someone calling in sick, the comp time day would be automatically cancelled.

B. The cancelled comp time day will be replaced with a Holiday or Vacation Day if the person who has submitted the request for the comp time day off has indicated on the "Time Off Request" form his desire to apply one of his Vacation days or Holidays in place of his cancelled comp time day.

C. The only exception to the cancellation of comp time day is when the overtime situation was created less than 24 hours from when the comp time was schedule.

Exhibit A

City of Solon
Tuition Reimbursement Program

PURPOSE

The purpose of the Tuition Reimbursement Program is to assist full-time City of Solon employees in developing themselves in their current positions or for possible future positions within the City. The City offers reimbursement for courses of study which support both the community plans and future objectives of the City and meet the individual aspirations of the employee. The Tuition Reimbursement Program reimburses for planned employee development programs leading to a degree, professional certification or license. While successful completion of a course of study improves educational background, it does not obligate the City to reward such completion through promotion, transfer, reassignment, or wage or salary increase.

ELIGIBILITY

All full-time City of Solon employees with six months of service are eligible to participate in the Tuition Reimbursement Program. An employee must be on the payroll on the date the course or semester begins and ends in order to receive reimbursement. However, the City may reimburse costs if the employee is affected by a reduction-in-force before the competition of a course.

PRIOR APPROVAL

Employees must submit an approved Application for Tuition Reimbursement Form at least two weeks prior to the course date. Application forms are available through the Human Resources Department. The application must be signed by the Department Head and the Mayor and forward to Human Resources for processing.

CRITERIA AND EXCLUSIONS

The program is primarily intended to cover specialized courses of study and programs leading to a degree, professional certification or license which link the current and future business priorities of the City with the individual aspirations of the employee. In some cases, the program can also be used for single courses of study, which will improve the employee's effectiveness on the job or for a possible future position through transfer or promotion.

In order to be approved for reimbursement, all courses and educational programs must be accredited by a nationally-recognized accredited body. The accrediting institution of post-secondary education must meet U.S. Department of Education eligibility requirements.

Courses that are of short duration, such as but not limited to, workshops and seminars given by consultants or commercial training organizations are considered as training and are not eligible for education assistance.

Courses taken to maintain certifications or licenses must be taken at an accredited college or university or through a source recognized by the state or national professional organization governing the certified or licensed professional.

Employees attending institutions using alternative types of instruction-home study, satellite or on-line networks, may be reimbursed when programs lead to a professional certificate or degree.

All courses must have prior approval through your Department Head.

AMOUNT OF REIMBURSEMENT

The amount of reimbursement available to the employee is based on IRS guidelines. The current limit is $5,250 per calendar year. The reimbursement will be paid upon successful completion of the course. In accordance with current IRS regulations, applicable taxes may be withheld at the time of payment. Because tax laws continue to change, program participants should consult Human Resources for the latest information about the tax status of tuition reimbursements.

The program will reimburse the difference an employee receives from other education benefits (i.e., Veterans Administration, scholarships, or grants). The amount of reimbursement will be as follows:

- 100% for grade C or above, numerical equivalent or certificate of statement of satisfactory completion. Passing if grading system is Pass/Fail.
- 0% for grade D or lower or statement of unsatisfactory completion.

COST ELIGIBLE FOR REIMBURSEMENT

The following costs are considered eligible for reimbursement:

- Tuition
- Required Books
- Mandatory Fees
- Registration
- Lab Fees

ONE TIME ONLY REIMBURSEMENT FOR

- Preparatory courses and exams for professional-related certificates and licenses (such as, but not limited to CPA, FCC, Bar Exam, GMAT, SAT, LSAT, and Certified Professional Engineers).
- Credit by Examination. Review fees for CLEP examinations of lieu of course or exam and upon receipt of grade(s) or letter of completion.

Reimbursement to the employee will be issued upon completion of the course or exam and upon receipt of grade(s) or letter of completion.

Annual professional fees required by the City of Solon for an employee's current position may be reimbursed in accordance with applicable Finance department guidelines.

COSTS NOT ELIGIBLE FOR REIMBURSEMENT

- Application fees
- Fees to obtain transcripts
- Mis. Materials, computer equipment, connect charges, postage
- Parking

- Courses of study offered by non-accredited schools or institutions not recognized by the U.S. Department of Education as nationally recognized accredited institutions, except for those courses taken to maintain certification or licenses.
- Courses of study and license examinations for real estate license, except for those employees actually employed in a position where they are actively acquiring property for the City.
- Late registration fees
- Payment charges

APPLICATION FOR TUITION REIMBURSEMENT:

To apply for tuition reimbursement, an employee must complete an Application for Tuition Reimbursement Form, attach requested documentation (if receiving a grant or scholarship), and obtain signatures from your Department Head and the Mayor. The application is to be submitted to the Human Resources for final processing.

If employees are receiving financial assistance through the Veterans Administration, grants or scholarships, the City of Solon will deduct the amount received and will reimburse the remaining balance based on the employee attaining grade levels stipulated under the "Amount of Reimbursement." Documentation of such assistance must be submitted with
the Application for Tuition Reimbursement. Misrepresentation of other education assistance may result in the employee being barred from future participation in the program, repayment of funds expended by the City, and disciplinary action up to and including termination.

Applications must be received by Human Resources at least two weeks prior to commencing classes. An employee cannot assume approval of reimbursement until he or she has been notified by the Human Resources Department that their application has been approved.

CHANGES IN COURSEWORK

Employees will be reimbursed for the actual courses stated on the application for Tuition Reimbursement. No substitutions will be allowed at the time of reimbursement. If changes occur in the employee's coursework after approval has been given, the employee must notify Human Resources within two weeks of the change.

REIMBURSEMENT

Upon completion of the approved course(s), the following must be submitted to Human Resources for reimbursement:

1. A copy of the Approved Application for Tuition Reimbursement.
2. A copy of the grade report or certificate of completion.
3. A receipt of payment for tuition and reimbursable fees.

The reimbursable amount will be paid by manual check.

MANAGEMENT RESPONSIBILITY

Managers and above are responsible for reviewing and approving applications. In reviewing such applications, approving managers should check the courses of study

for their relevance to the City's current and future plans. A manager may not refuse to approve an application due solely to budget restraints.

EMPLOYEE RESPONSIBILITY

- Employee should be sure that courses for which reimbursement is requested are provided by an accredited institution.

- Applications must be submitted at least two weeks prior to commencing classes.

- Employees are also responsible for ensuring that their educational courses do not interfere with their normal job responsibilities. Approval for a program does not excuse an employee from performing normal job responsibilities.

- Employees must retain receipts and a c copy of grades in order to be reimbursed. Employees have one year to submit these documents for reimbursement. If this information ahs not been received within one year of the course start date, the original application will be discarded.

- Employees must submit all receipts and payment records associated with educational benefits received from other sources.

- If an employee's Application for Tuition Reimbursement is denied by management (without justifiable cause or satisfactory reasoning), an employee may seek consultation with the Human Resources Manager.

RESTRICTIONS/REPAYMENT OBLIGATION

Employees who receive tuition reimbursement and voluntarily leave employment prior to three years from the date of their last reimbursement, will be required to pay back all tuition reimbursement received within three years from the date of their resignation. Voluntary leave does not include disability retirement. The city may deduct amounts for this purpose from the departing employee's final paycheck(s). The Director of Law may institute legal proceedings to collect any remaining unpaid tuition reimbursement.

HUMAN RESOURCES RESPONSIBILITY

The Human Resources Department is responsible for the overall administration of the Tuition Reimbursement Program.

Attached is the Application Form for Tuition Reimbursement. This form must be submitted for approval no later than two weeks prior to the start of the course. For reimbursement, the following information must be presented:

- Proof of enrollment/payment
- Proof of completion with acceptable grade of C or better

Please contact the Human Resources Department if you have any questions.

CITY OF SOLON TUITION REIMBURSEMENT APPLICATION FORM

Employee Name:	Date of Hire:
Employee #:	Department:
Work Phone:	Position Title:
Do you qualify for veterans or other educational benefits? ____Yes ____ No If yes, amount of aid: $ ACCREDITED SCHOOL NAME: ACCREDITED SCHOOL ADDRESS:	

COURSE NUMBER FROM-TO	COURSE TITLE	UNITS/ CREDITS	TUITION & FEES
TOTAL		$	

Expected date of graduation:
Degree sought: Major:
Expected benefits from course/degree program:

ACKNOWLEDGEMENT

I understand that reimbursement is conditioned upon satisfactory course completion. I also understand employees who receive tuition reimbursement and voluntarily leave employment prior to three years from the date of their last reimbursement, will be required to pay back all tuition reimbursement received within three years from the date of their resignation. Voluntary leave does not include disability retirement. The city may deduct amounts for this purpose from the departing employee's final paycheck(s). The Director of Law may institute legal proceedings to collect any remaining unpaid tuition reimbursement.

EMPLOYEE SIGNATURE: DATE:

APPROVAL FOR EDUCATIONAL ASSISTANCE:

DEPARTMENT HEAD:	DATE:
MAYOR SIGNATURE:	DATE:
FINANCE DIRECTOR:	DATE:
HUMAN RESOURCES DIRECTOR:	DATE:

City of Solon

Record of Ordinances

Requested by the Mayor

ORDINANCE NO: 2012-82

INTRODUCED BY: Council as a Whole

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, FULL-TIME DISPATCHERS FOR THE PERIOD BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2015

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Solon, State of Ohio:

SECTION 1. That the Mayor be, and she hereby is, authorized and directed to enter into a Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association, Full-time Dispatchers for the period beginning January 1, 2013 and ending December 31, 2015, a copy of which agreement is attached hereto as Exhibit "A" or in substantial compliance with the same, and incorporated herein fully as if by reference. Further, the Mayor or her designee is also authorized to execute any and all documents in furtherance of the intents of this agreement.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed: April 2, 2012

Susan A Drucker
Mayor

ATTEST:

Carol J. McConoughey
Clerk of Council