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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF SOLON, OHIO

AND

THE SOLON FIREFIGHTER'S ASSOCIATION,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2079

TERM: JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

Union JN City TMC

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AGREEMENT

This Agreement is entered into by and between the City of Solon, Ohio hereinafter referred to as the "EMPLOYER" or the "CITY" and the Solon Firefighters Association, Local 2079 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "UNION", for the purpose of achieving and maintaining harmonious relations between the EMPLOYER and the UNION. All items set forth are as a result of collective bargaining between the EMPLOYER and UNION, and have been negotiated to each party's mutual satisfaction.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time members of the Fire Department excluding the Fire Chief and the Assistant Chief.

ARTICLE 2 - UNION MEMBERSHIP, MEETINGS AND DUES

A) The Employer agrees to deduct from each payroll, dues, fees and assessments, in an amount certified to be current by the Secretary/Treasurer of the Local Union, from the pay of those Employees who individually authorize in writing that such deductions be made. The Employer shall remit the total amount of deductions within seven (7) days of the deduction to the Secretary/Treasurer of the Union in the full amount deducted.

B) The Employer agrees to require of each new Employee into the Fire Department, who is not a member of the union, as a condition of employment, to pay to the Union by way of payroll deduction a fair share fee as determined by the Secretary/Treasurer of the Union but not to exceed the initiation fees, dues and/or assessments paid by Union members.

C) The Union agrees to provide non-union members with an adequate explanation of the basis for such fair share fee. In addition, the Union agrees to provide non-union members a responsible prompt opportunity to challenge the amount of the fee before an impartial decision-maker to be selected by the parties.

   1) In the event parties are unable to agree upon a selection of a decision-maker, the Chief Judge of the Bedford Municipal Court shall make such.

   2) During the pendency of such challenge the Union shall establish an escrow for the amounts reasonably in dispute.

D) Any individual Employee who objects to joining or financially supporting a Union, based on bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the Employer and the Union of his objection. The Employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees, and assessments to a non-religious charity. The

Employee shall furnish written proof to the Employer and the Union that this has been done.

E) There shall be no discrimination, interference, restraint, or coercion by the Employer against any Employee for his activity on behalf of, or membership in the Union.

F) Subject to approval of the Chief, which approval shall not be unreasonably withheld, regular Union meetings may be held at the Firehouse, provided such meetings shall not interfere in any manner with the work of the Employees on duty. Video conferencing from other firehouses is not a substitute for attendance at a single firehouse. Instead, firefighters at other firehouses may attend the Union meeting in person, so long as they are available to respond to calls.

G) Upon reasonable advance notice, the President, Vice-President and Secretary/Treasurer or their designee shall be granted time off (a total of 144 hours per year) to perform Union functions including, but not limited to, attendance at regular and special meetings (not including Local 2079 meetings), conventions, seminars, conferences, legal proceedings, official Union business, and activities related to grievance procedures without loss of pay, providing verification in advance to the Chief by the Union President, and provided further that no overtime or additional cost is required to be paid by the Employer for this accommodation, unless approved in advance by the Chief. Such request shall not be unreasonably denied.

H) In addition, one member of the Union, to be chosen by the Union President, shall have authorized leave from duty with pay to attend all meetings scheduled by the Employer and the Union in connection with the Grievance and Arbitration Procedures when the member functions as the representative of the grievant.

ARTICLE 3 - EMPLOYER AND UNION RIGHTS

A) The Union agrees, on behalf of the Employees covered by this agreement, to comply with the department rules and regulations not in conflict with this agreement and not amended hereby, and acknowledges that it is the function of the Employer to establish, enforce and amend reasonable rules and regulations from time to time. The Employer shall supply these in printed form to the Union and each Employee and any changes shall be discussed in advance with the officers of the Union.

B) The Employer agrees that this function shall be exercised in a manner consistent with the terms of this agreement and subject always to the rights of the Employees to lodge a grievance as provided in this agreement.

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

1) The right to manage the operations;

2) Control the premises;

3) Direct the working forces;

4) Maintain efficiency of operations;

5) The sole right to hire; discipline and discharge for just cause; lay off; promote;

6) To promulgate and enforce reasonable employment rules and regulations;

7) To reorganize, discontinue, or enlarge any department or division; to transfer Employees (including the assignment and allocation of work) within departments or to other departments;

8) To introduce new and/or improved equipment, methods, and/or facilities;

9) To determine work methods; to determine the size and duties of the work force; the number of shifts required and work schedules;

10) To establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of Employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leave of absence.

11) 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.

D) The Employer, during the term of this agreement or any extension thereof shall not lock out any Employee covered by this agreement. Lay-off for lack of work or because of budgetary considerations shall not be deemed a lock out.

E) The Union, on behalf of itself and its officers, agents, Employees and members, recognizes that the Employees covered by this agreement are "members of a fire department" as such term is used in Section 4117.01 et seq., Ohio Revised Code, relating to strikes. The Union therefore agrees that it will not, directly or indirectly, engage in, or authorize, any strike, slow-down, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer. However, stoppage of work by Employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

ARTICLE 4 - GRIEVANCES

A) A grievance is defined as a dispute or controversy involving an alleged violation of any specific and express written provision of this agreement.

B) It is the intent of the Employer and the Union that all grievances shall be settled if possible, at the lowest step of this procedure.

C) The grievance procedure set forth herein shall be the sole and exclusive method for the resolution of any complaints or controversies regarding alleged violations of this agreement by any Employee covered by this agreement and no action at law or in equity shall be undertaken by any Employee covered by this agreement or by the Union except an action to: require arbitration; enforce or set aside the decision of an arbitrator; or to review the decision of the Civil Service Commission, as applicable.

D) The following procedures shall apply to the administration of all grievances filed under this procedure. Except at Step 1, all grievances shall be signed by the grievant and shall identify the provisions of this agreement, or the rules and regulations, involved in the grievance and a general statement of the nature of the grievance and the redress sought by the grievant.

E) Time limits set forth herein shall be strictly construed and shall not be modified except by written agreement of the parties. If the Employer fails to respond within the prescribed time period at any particular step, it shall be deemed a denial of the grievance at the step involved therein, and the grievant may appeal to the next step. If the Employee or the Union fails to appeal the Employer's response to the next step, the grievance shall be deemed waived.

F) All grievances except those relating to discharge, disciplinary suspension and disciplinary rank reduction shall be administered in accordance with the following steps of the grievance procedure:

Step 1. The grievant shall attempt to resolve the dispute with his Shift Officer. If it is not resolved to the satisfaction of the grievant he may seek a resolution with the Fire Chief or his designee with the permission of his immediate superior officer. A Union representative may be present upon request of either party.

Step 2. If the matter is not resolved to the satisfaction of the grievant at Step 1, the grievance shall be reduced to writing and presented to the Fire Chief or his designee within ten (10) days after the occurrence of the facts giving rise to the grievance or within ten (10) days after the Employee should have reasonably become aware of such grievance. The Fire Chief or his designee shall respond in writing to such grievance within ten (10) days after presentation.

Step 3. If the matter is not satisfactorily resolved at Step 2, the grievant may appeal the grievance to the Mayor or his designee within seven (7) days after receipt of the answer at Step 2. Such appeal to the Mayor or his designee shall be in writing. A grievance meeting, between the parties, shall be held within ten (10) days after the receipt of the appeal. The Mayor or his designee shall respond to the grievance in writing within ten (10) days after the grievance meeting.

Step 4. i) If the grievance is not resolved at Step 3, the Union may refer the matter to arbitration by providing written notice of request to the Employer and to the American Arbitration Association (AAA) at its

Cleveland, Ohio office. Only the Union shall have the right to proceed to arbitration and if it declines to do so, the grievance shall be deemed denied. Such appeal to arbitration shall be made within thirty (30) days after receipt of the answer of the Mayor or his designee at Step 3. The parties may, prior to referring the matter to the American Arbitration Association, agree upon an arbitrator, who shall conduct a hearing in accordance with the rules of the American Arbitration Association.

ii) Selection of the Arbitrator shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

Note: Days referred to hereinabove shall exclude week-ends and holidays.

G) The Arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any terms and conditions of this agreement.

H) The expenses of arbitration, including the fee of the arbitrator, the cost of the transcript and of the hearing room, shall be borne by the losing party.

I) The grievant shall be granted time off without loss of regular pay in order to attend any portion of the arbitration hearing which occurs when he is scheduled to work. Witnesses may be called by the Union or by the Employer. The Employer shall cooperate in granting time off to witnesses called by the Union. Witnesses who are otherwise on duty shall return to duty as soon as they have testified. The Employer may restrict the number of on-duty personnel who may appear at any arbitration hearing. Any Employee or city official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. Any request made by either party of the attendance of witnesses shall be made in good faith.

J) The arbitrator's decision and award shall be in writing and issued within thirty (30) days from the date of the close of the record, or within thirty (30) days after receipt of final briefs. His decision shall be final and binding upon the parties hereto and the Employees and the grievant.

K) A grievance may be withdrawn with prejudice at any time by the grievant or the Union, provided however, if the grievant requests to withdraw after the parties have incurred an AAA fee, the grievant shall pay one-half the fee and the parties shall equally divide and pay all other expenses.

L) The Employer and the Union have the right at every step to be represented by legal counsel.

M) The Chief of the Fire Department and/or the Safety Director, and the Union shall meet informally, at the request of either party, to discuss any question, issues of mutual concern, or the explanation of any procedure, which is ambiguous. Any modification of this agreement must be in writing and signed by all parties.

ARTICLE 5 - HOURS OF WORK

A) Members of the Fire Department, except as hereafter indicated, shall work a 3 platoon, 24 hour shift on and 48 hour shift off with a 51.7 hour average work week.

B) In order to facilitate the 51.7-hour average work week, Employees shall be entitled to additional time off with pay of nine (9) shifts during each calendar year, known as "Kelley Days". All Kelley Days shall be taken during the calendar year of entitlement, shall not accrue from year to year and shall be scheduled by the member entitled thereto at the time of vacation selection, subject to the approval of the Fire Chief, which shall not be unreasonably withheld. If a conflict in scheduling exists, or in order to avoid overtime payment, the Fire Chief may reassign Kelley Days.

C) The 24-Hour shift on-duty shall commence at 0700 hours and continue to 0700 hours the following day.

D) The normal workweek of the members assigned to the Fire Prevention Bureau will be forty (40) hours consisting of four (4) ten- (10) hour days. However, operating requirements may necessitate a revision to such schedule and under such circumstances the Chief or his designee shall notify members of the schedule change.

E) Employees shall have the right to the exchange of shifts provided that the exchange of shifts does not require the compensation or accumulation of overtime and prior approval of the exchange is received from the Shift Officer, which approval shall not be unreasonably withheld.

F) Employees may be subject to recall to duty during their normal off-duty hours to assist in the handling of emergencies.

G) The words "tour of duty", "duty day", "work day" or "shift" when used in reference to Employees working on a platoon basis, as used in this agreement, shall refer to a twenty-four (24) hour period. For Employees assigned to the Fire Prevention Bureau, the words "tour of duty", "duty day", "work day" or "shift" shall refer to their regular scheduled work day.

ARTICLE 6 - COMPENSATION

A) Compensation

1)Base Rate of pay

Position	Current	1/1/2013	1/1/2014	1/1/2015
Rate of Increase		2.25%	2.25%	2.25%

Battalion Chief

Annual Base	88,213.93	90,198.51	92,227.98	94,303.16
40hr/week rate	42.4105	43.3647	44.3404	45.3381
51.7hr/week rate	32.8128	33.5510	34.3059	35.0778

Lieutenant

Annual Base	79,115.58	80,895.57	82,715.62	84,576.80
40hr/week rate	38.0363	38.8921	39.7671	40.6619
51.7hr/week rate	29.4285	30.0906	30.7676	31.4599

Firefighter 1st Class

Annual Base	70,955.75	72,552.12	74,184.52	75,853.74
40hr/week rate	34.1133	34.8808	35.6656	36.4681
51.7hr/week rate	26.3933	26.9871	27.5943	28.2152

Firefighter Step 3

Annual Base	64,505.74	65,957.21	67,441.20	68,958.54
40hr/week rate	31.0124	31.7102	32.4237	33.1531
51.7hr/week rate	23.9941	24.5340	25.0860	25.6504

Firefighter Step 2

Annual Base	58,639.38	59,958.85	61,307.89	62,687.30
40hr/week rate	28.1920	28.8264	29.4749	30.1381
51.7hr/week rate	21.8120	22.3028	22.8046	23.3177

Firefighter Step 1

Annual Base	53,308.82	54,508.39	55,734.83	56,988.97
40hr/week rate	25.6292	26.2060	26.7956	27.3985

51.7hr/week rate	19.8292	20.2754	20.7316	21.1981

Notes:

Paychecks are calculated from the hourly rate, therefore increases are added to the hourly rates for accuracy.

Lieutenant & Battalion Chief rates are calculated from the 1st Class rate to maintain the 11.5% differential.

*Computations include the rank differential of 11.5%.

Compensation shall be paid on an hourly basis. Payment shall be made for two week periods consisting of 103.4 hours or 80 hours at the above rate depending on the assigned work schedule of the Employee, plus other compensation in accordance with applicable provisions of this agreement.

Note: If on the date of hire the Employee has completed both the required paramedic training (including certification) and the firefighter training, he shall start at Step 2. If on the date of hire the Employee has completed the required paramedic training (including certification) he/she shall start at Step 1.

2) The basic hourly rate of pay for purposes of overtime calculation and sick time buy out shall equal the respective individual's annual compensation, including longevity, divided by 2080 hours.

B) Overtime Compensation

1) Members of the Fire Department shall be compensated for services performed in excess of their regularly scheduled tours of duty at the rate of one and one-half (1 and 1/2) times the member's basic rate of pay, including longevity, Paramedic pay and Fire Prevention Bureau bonus pay, except as hereafter indicated.

2) All overtime shall be distributed and rotated equally among the members of each shift provided that they are qualified to perform the overtime assignments. The shift officer shall attempt to contact an Employee who is eligible for overtime. He shall maintain a log to show the time of call and the response from each person called as to whether it was accepted, refused, no answer, sick or on duty.

3) When a member of the Fire Department is recalled to duty during his normal off-duty hours to assist in handling of an emergency, he shall be compensated at one and one-half (1 and 1/2) times the member's basic rate of pay, but shall not receive less than two hours.

4) Members assigned to the Fire Prevention Bureau shall be compensated for services performed in excess of forty (40) hours per calendar week, or in excess of their regularly scheduled work day, at one and one-half (1 and 1/2) times the member's basic rate of pay.

5) For purposes of calculating overtime, any portion of a fifteen (15) minute interval worked will qualify for fifteen (15) minutes of overtime pay.

6) When a member of the Fire Department is assigned to attend City Planning Meetings, Safety Committee Meetings or any other City Meetings where the Fire Chief may deem necessary, that member shall be compensated at one and one-half (1 and ½) times the member's basic rate of pay, but shall not receive less than two (2) hours.

C) Court Appearances

When a member is required to appear in court during off-duty hours as a result of or subsequent to services performed on behalf of the Employer, such member shall be compensated at one and one-half (1 and 1/2) times the member's basic rate of pay, but shall not receive less than two hours, unless otherwise on duty and less any other compensation received for such appearance. The Employer will reimburse the member for any incidental expenses incurred as a result of the court appearance, including but not limited to, parking expenses, private auto mileage and meal expenses.

D) Military Duty

The Employer will maintain the wages, benefits and other terms and conditions of employment for all employees of the Fire Department, when the employee is performing service in the uniformed services under Ohio Revised Code Sections 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 in the Ohio Revised Code Sections 5903.01 (G) and (H), and any amendments thereto and as set forth in Ohio Revised Code Section 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. For the purpose of equalization with all other City Employees, Firefighters on military leave shall be considered on a 40 hour work week schedule during such leave. 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.

E) Jury Duty

Members of the Fire Department, who are called to jury duty and are actually performing such duty, shall be paid their regular salary or compensation, based on such Employee's normal work week, less the amount of compensation he received for such jury duty.

F) Pay checks

1) Members of the Fire Department shall be paid their salaries in twenty-six (26) substantially equal installments per year.

2) Paychecks will be issued on designated Fridays of each month at 1100 hours (0800 hours for off-duty personnel), unless otherwise agreed to in advance between Employer and the Union.

3) The Employer agrees to provide a Payroll Deduction Program for savings, loan payments and such other causes as are permitted by the Greater Cleveland Firefighters Credit Union. The program shall be voluntary and the service shall be provided to those Employees who individually authorize in writing that such deduction is made. The Employer shall remit the total amount of the deduction to the Greater Cleveland Firefighters Credit Union within two (2) business days of the deduction.

4) The Employer agrees to provide a Direct Deposit Program for direct deposit of Employee's payroll checks to a saving or checking account. The program shall be voluntary and the service shall be provided to those Employees who individually authorize in writing that such direct deposit is made. The total amount of the deposit shall be remitted by the Employer to the designated financial institution so that funds are available to the Employee by 0800 hours on each regularly scheduled payday.

G) Pension Pick Up Plan

1) The Employer agrees to "pick up" and pay the member's contribution to the Police and Fire Disability and Pension Fund. The member's gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The City's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

The Employer agrees to provide each Employee with a current written tabulation of the Employee's unused vacation and holiday time, as well as his accumulated sick leave, every other payday.

H) Longevity Compensation

1) In addition to the other compensation in this article, each member of the Fire Department shall be entitled to longevity pay.

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

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

4) For Employees hired after November 1, 1986, the payment of longevity shall begin on January 1st following five (5) full years of service.

5) 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. Longevity pay shall be calculated using the salary in effect on January 1st.

6) For Employees hired prior to January 1, 1989, the maximum longevity pay shall be ten (10) percent.

7) For Employees hired on or after January 1, 1989, the maximum longevity pay shall be five (5) percent.

8) Time served by an Employee during any 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.

I) Mileage Allowance

Any member of the Fire Department who does not have available to them a City owned vehicle, and who is required to use their private vehicle for City business, shall be reimbursed in the amount permitted to be deducted by the Internal Revenue Service. Such reimbursement shall not be made unless the use of the private vehicle is authorized in advance by the Fire Chief.

J) Paramedic Incentive Bonus

1) Employees who attain and maintain certification as an Ohio EMT-Paramedic, and perform paramedic duties shall receive, in addition to all other compensation, an annual bonus of $1,925/year ($74.04/bi-weekly)

2) The paramedic bonus shall be paid in equal bi-weekly payments and if for any reason the Employee fails to perform paramedic duties, the payments shall be discontinued.

K) Fire Prevention Incentive Bonus

1) The Employee(s) appointed by the Fire Chief to the Fire Prevention Bureau and who regularly are on a forty (40) hour schedule and serve a yearly assignment in the Fire Prevention Bureau shall receive a yearly bonus of $2,700 ($103.85/bi-weekly)

2) This bonus is not applicable to employees assigned to the Fire Prevention Bureau for light duty or on a temporary basis.

3) Employee(s) appointed by the Fire Chief to the Fire Prevention Bureau and who attain the designated Inspector Level, as determined by the Fire Chief, shall receive a bonus as listed for said Inspector Level.

4) It is the intent of both parties to this assignment that no Employee receives more than one bonus of any type for any pay period.

5) It is the intent of the parties that there be one (1) person in the position of Inspector Level 3 and one (1) person in the position of Inspector Level 4. An employee attaining the required length of service and certification shall not automatically entitle the employee to compensation in the Inspector 3 and Inspector 4 level.

6) Inspector Levels:

Fire Inspector 1

a) Both Basic Sprinkler Class and Basic Cause and Origin Fire Investigation class.
b) Eighteen (18) months continuous service experience in Solon Fire Prevention Bureau.

Bonus $3,000/ yearly $ 115.38/bi-weekly

Fire Inspector 2

a) Qualifications as Fire Inspector 1
b) Both Basic Fire Alarm Systems class and Advanced Cause and Origin Fire Investigation class.
c) Thirty (30) months continuous service experience in Solon Fire Prevention Bureau.

Bonus $3,300/yearly $ 126.92/bi-weekly

Fire Inspector 3

a) Qualifications as Fire Inspector 2
b) Both NFSA Sprinkler Plan Class and Interim Class IV (FPI) Certification
c) Forty-two (42) months continuous service in Solon Fire Prevention Bureau

Bonus $ 3,630/yearly $ 139.62/bi-weekly

Fire Inspector 4	a) Requires qualifications of Fire Inspector 3 b) Both Class IV (FPI) certification and National Fire Academy Management of Fire Prevention Programs. c) Sixty (60) months continuous service in the Solon Fire Prevention Bureau,
	Bonus $ 4,000 $ 153.85/bi-weekly

In the event the above certifications are eliminated or significantly altered, the Fire Chief shall have the discretion to accept classes equivalent to those listed above.

All bonus payments shall be paid in equal bi-weekly payments for the period of said appointment and while working a forty (40) hour schedule.

L) Rank Differential

Officers of the Fire Department shall receive a base rate of pay differential of 11.50%

Lieutenant's base rate of pay shall be based upon the base rate of pay of Firefighter First Class, and Battalion Chief's base rate of pay shall be based upon the base rate of pay of a Lieutenant.

NOTE; see "COMPENSATION SCHEDULE" which appears in ARTICLE 6, A), 1), of this document.

M) Working Out of Classification

1) In the event that a Shift Lieutenant is absent, a qualified firefighter may be placed in that position and shall be paid at the hourly rate equal to the Lieutenant's hourly rate for each hour that he remains in the position of Acting Lieutenant.

2) In the event that a Shift Battalion Chief is absent, a qualified Lieutenant may be placed in that position and shall be paid at the hourly rate equal to the Battalion Chief's hourly rate for each hour that he remains in the position of Acting Battalion Chief.

3) Qualifications for members filling position of Acting Lieutenant:

A. Member must have five (5) years service to the Solon Fire Department.
B. Member must have taken and passed the Promotional Exam for the position he/she is filling within the last six (6) years.
C. Members shall meet such other qualifications as mutually agreed upon between Union and City.
D. Positions to be filled on a rotating basis from list of qualified members.

4) Qualifications for member filling position of Acting Battalion Chief:
   A. Member must have seven (7) years service to the Solon Fire Department.
   B. Member must have served as a Lieutenant for greater than one year.
   C. Member shall meet such other qualifications as mutually agreed upon between the Union and City.
   D. Member must have taken and passed the Promotional Exam for the position he/she is filling within the last six (6) years.
   E. Position to be filled on a rotating basis from list of qualified members.

5) If a member removes himself/herself from the promotional list, or fails a subsequent Promotional Exam, the member shall not be considered qualified to fill the position until the member is placed on a subsequent promotion list.

6) Should a member feel that he would not be capable of filling a position above in an acting capacity, the member may request the Chief to excuse him/her from the assignment. The Chief, in his discretion, may honor said request.

ARTICLE 7 - SICK LEAVE, INJURY LEAVE AND BEREAVEMENT LEAVE

A) Sick Leave

1) Each Employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours for each completed eighty (80) hours of service up to a maximum of one-hundred fifty-nine (159) hours per calendar year.

2) Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family.

3) Unused sick leave shall be cumulative without limit.

4) When sick leave is used, it shall be deducted from the Employee's credit on the basis of one hour for every hour of absence from previously scheduled work.

5) The previously accumulated sick leave of an Employee who has been separated from his employment with the City may be placed to his credit upon his re-employment with the City, provided that such re-employment takes place within ten (10) years of the date on which the Employee was later terminated from service with the Employer.

6) An Employee who transferred from another public agency to this Fire Department between November 1, 1986 and December 31, 1988, shall be credited with the unused balance of his accumulated sick leave, except under the provisions of Paragraph 7 below. An Employee hired on or after January 1, 1989, who transfers from another public agency to this Fire Department, shall not be credited with any unused balance of accumulated sick leave.

7) When an Employee retires or dies, such member, or his legal representative in the event of death shall be paid a lump sum for his accumulated and unused sick leave (except unused sick leave credited under Paragraph 6 above). The compensation shall be calculated as follows:

a) For Employees hired prior to January 1, 1989, up to the first nine hundred sixty (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 at the time of his death or retirement.

b) For Employees hired on or after January 1, 1989, up to the first three hundred sixty (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 at the time of his death or retirement.

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

e) For purposes of this section, an Employee shall be deemed to be retired when such member applies for and obtains a disability or retirement pension under any pension plan afforded such Employee as a result of his public employment.

8) Council may at its sole discretion and without creating precedent, increase sick leave credits of an Employee for good cause shown by the adoption of an appropriate resolution.

B) Conversion of Sick Leave Benefits for Active Employees

A full-time employee who is credited with sick leave credit may elect to convert a maximum of 120 hours of sick leave credit per calendar year into a cash benefit, or carry forward their sick leave credit to his or her balance. For a cash conversion, the following conditions must be met:

1. The employee must have at least 360 hours of sick leave credit at the end of the calendar year, exclusive of the 120 hours of sick leave credit earned for the current year in which such election is made.
2. The cash conversion rate is three-eighths, payable at the employee's current hourly rate, excluding longevity pay, differentials, bonuses,

premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

3. Absent such an election by an employee, the sick leave credit earned and unused in a calendar year will be added to the total accrued sick leave credit balance of the employee.

C) Injury Leave

1) An Employee who is disabled as a result of the performance 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/her from performing his duties shall be paid his regular compensation during the continuance of such service related to disability, but for a period not to exceed six (6) calendar months 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 active Firefighter or paramedic duty, such duty including, but not limited to, the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or is believed to be in progress, or the answering of any other emergency alarm. Active Firefighter duty does include the return from the scene of a fire or any other emergency alarm, hands-on training and live burn exercises. It is not intended that hazardous duty leave shall be granted to Employees who incur routine injuries in the performance of their duties in non-emergency situations.

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, but for a period not to exceed six (6) calendar months 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. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first one hundred and fifty-nine (159) hours of said Employees accumulated sick leave credit, or if less than one hundred fifty-nine (159) hours of accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave.

3) In no event shall an Employee receive more than his regular compensation while on disability leave.

4) Any Employee who obtains a paid leave under this Article shall file for Workers' Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he/she would ordinarily receive

as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

5) A certificate 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 month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any Employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

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/her employment, and is sent to the hospital for testing, treatment and/or preventive measures, and Workers' Compensation subsequently determines that there was no injury sustained, all bills incurred due to the Employee's testing, treatment and/ or preventive 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.

D) Bereavement Leave

1) Bereavement leave shall be granted for up to one (1) tour of duty for members on twenty-four (24) hour shifts and up to three (3) tours of duty for members on a forty (40) hour work schedule, after the death of a member of an Employee's immediate family. Up to ten (10) hours for members working twenty-four (24) hour shifts and one (1) tour of duty for members working a forty- (40) hour work schedule shall be granted after the death of other family members.

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.

3) For purposes of this section, the Employee's immediate family is defined as follows; his spouse, child, including step-child, parent, current parents-in-law, step-parents, sister, brother, brother-in-law, sister-in-law and cousin.

4) For purposes of this section, the Employee's other family members are defined as aunts, uncles, grandparents-in-law, grandparents and grandchildren.

5) The Fire Chief in his discretion and without setting precedent may extend the leave for immediate family members for exceptional circumstances or travel time. Proof of death and relationship may be required.

ARTICLE 8 - VACATION AND HOLIDAYS

A) Vacation

1) Members of the Fire Department shall not be entitled to a vacation during their initial 12 months of employment. Newly hired members of the Fire Department who are serving their initial 12 months of employment shall be entitled to a vacation after their one year anniversary date provided that the employee has worked or was paid compensated absence time for at least 1345 hours during said 12 months prior to their anniversary date and has successfully completed their one year probationary period.

2) The probationary period will be used in the computation of years of continuous service following the probationary period.

3) Each full-time Employee of the Fire Department, not including those referenced in Paragraph 1 above, shall be entitled to a paid vacation on January 1, of each year in accordance with the following schedule provided the employee has worked for at least 1,345 hours during the last 12 months prior to their anniversary date and has accrued the required years of service.

YEARS OF SERVICE	WEEKS OFF
01 - 04	2
05 - 11	3
12 - 14	4
15 - 16	4 + 1 work day
17 - 18	4 + 2 work days
19 - 20	4 + 3 work days
21 & OVER	4 + 4 work days

4) Employees employed on a full-time basis in other departments of the Employer and transfer to the Fire Department, shall be entitled to credit in computing their entitlement to vacation.

5) All vacations shall be taken during the calendar year of entitlement and shall not accrue from year to year unless the Mayor approves the carryover of unused vacation time. The request to carryover unused vacation time must be made to the Mayor's office prior to the end of the calendar year in which it would have been forfeited. City Council shall be informed annually of employees who had vacation carryover approved and the amount.

6) Vacation shall be earned on the employee's anniversary date in accordance with the above schedule and may be scheduled on January 1st of each year. When an employee has an anniversary of employment in a calendar year, which would entitle the employee to receive an additional increment of vacation, the employee may schedule the additional increment on January 1st of the anniversary year. Employees, who leave employment before their

anniversary date, shall pay back any advanced and used vacation on a prorated basis.

7) In the event of termination of employment with the Employer for any reason, except disciplinary discharge, each such Employee shall be entitled to his accrued vacation time on a prorated basis. The prorated vacation time shall be based upon the number of days actually worked compared to the total days he would have worked if continuously employed throughout the calendar year.

B) Holidays

1) In addition to vacation leave, each member of the Fire Department shall be allowed a shift off-duty for the following eleven (11) holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	July 4th	Christmas Day
President's Day	Labor Day	Employee's Birthday
Good Friday	Columbus Day	

2) All members of the Fire Department who are scheduled to begin work, and who do begin work on Thanksgiving Day, Christmas Day, and New Year's Day shall be compensated at the rate of one and one-half times their base rate of pay, for the full tour of duty.

3) All holidays shall be taken during the calendar year of entitlement and shall not accrue from year to year.

C) Selection

1) The selection of vacation leave and holidays will be made on each shift on a rotating basis. The order of rotation shall be based on rank and seniority.

2) Vacations shall be selected first, and when completed by all members of the shift, then holidays will be selected.

3) All vacation and holidays selected shall be subject to the approval of the Fire Chief, and such selections shall not be unreasonably denied.

D) Compensatory Time Clause

1) When an Employee works overtime, the Employee will initiate one of the following two options:

a) Elect to do nothing, and the overtime pay will be entered into the payroll system for payment in the next paycheck in the usual manner, or;

b) Fill out a Compensatory Time Request Form to request that the overtime be placed in a compensatory time bank, at the conversion rate of one hour of overtime equals one and one-half hours of straight time in bank.

2) When an Employee chooses to use any of the banked compensatory time, he/she must fill out a Return of Overtime/Compensatory Time Request Form, and submit to OIC for approval.

3) Conditions for use of compensatory time are as follows:

a) The maximum number of hours that can be banked by an employee assigned to the three (3) platoon schedule is 108 hours;

b) Employer may not assign compensatory time to an Employee unless the Employee has requested the time off;

c) If the time off request creates the need for another Employee to work overtime to maintain minimum shift strength, the banked hours will be deducted at the rate of one and one half hours for every one hour of time off requested;

d) If the time off request creates the need for another Employee to work overtime, the overtime shall be distributed and rotated equally as outlined in Article 6, section B) 2) of this contract;

e) If the time off request does not create the need for another Employee to work overtime to maintain minimum shift strength, the banked hours will be deducted at the rate of one hour for every one hour of time off requested; and

f) Compensatory time usage minimum is 4 hours for personnel assigned to the three (3) platoon schedule. Compensatory time usage minimum is 1 hour for personnel assigned to the Fire Prevention Bureau.

g) Employees shall be allowed a total of up to twenty-four (24) hours annually of emergency compensatory time off without advance scheduling notice. The rate of deduction shall be the same as regular compensatory time off usage. Emergency compensatory time usage minimum is four (4) hours for all employees.

ARTICLE 9 – HEALTH CARE INSURANCE

A) Health Care Insurance

1) All members shall be entitled to enroll into one of the two health care plans offered by the city. The two plans are PPO Plan A and PPO Alternate Plan B and are attached as Exhibits B and C respectively.

2) Each member will be entitled to select coverage for himself/herself and his/her immediate family, including hospitalization, major medical protection, prescription drug coverage, vision care, dental care including orthodontia care.

3) Monthly contributions are required only if:

   a) The City seeks requests for proposals for health insurance coverage that year.

   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.

4) For purposes of this health care insurance, the employee's immediate family shall include employee's spouse and all children up to age twenty-six (additional eligibility to age twenty eight as defined by the Ohio Department of Insurance). Additional persons may be added over and above "standard" family rates and to the extent permitted by the carrier.

5) Prescription Drug coverage is provided by Medical Mutual of Ohio, Consumers Life Division. Effective February 1, 2013 the co-pays for prescriptions will change for this contract period in accordance with the schedule below:

CURRENT Rx Co-Pays		**RX Co-Pay Effective 02/01/2013**	
Retail: (30 days)		Retail: (30 days)	
Generic	$10.00	Generic	$10.00
Formulary	$25.00	Formulary	$25.00
Non Formulary	$50.00	Non-Formulary	$65.00

6) Employees may elect to join the City's Alternative Health Insurance Policy Plan B whose provisions are also shown in the attached Exhibit C. Employees electing to join the Alternative Health Insurance Program shall have no responsibility to contribute the premium changes.

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

8) Employees and their families 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.

9) 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.

10) 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. Employees must show proof of alternate insurance to the Human Resources Department.

11) 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, members shall be notified in advance to meet and confer thereon.

12) 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.

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

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

15) The parties agree that in their continued efforts to reduce hospitalization and other costs, a city wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually. However, neither party may propose changes to insurance coverage during negotiations for the subsequent Collective Bargaining Agreement unless those proposals are first presented to the Citywide Joint Medical/Hospitalization Insurance Committee.

16) Effective February 1, 2013 the members electing PPO Plan A will be subject to the following maximum contribution schedule listed below:

(The month of January 2013 will 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 C includes the Alternate Health Care Plan offered to members.

B) Opt-Out Program

An Opt-Out program shall be put in place. All City employees are to be given the option to Opt-Out of the City health care program. Employees with dual coverage or where two or more employees are related and could be covered under one program be given the option of refusing (Opt-Out) the City health care coverage after proper documentation is filed with the City's Human Resources Department. Members who choose to enter the Opt-Out program shall be compensated thirty percent (30%) of the yearly Cobra rate for health care to be paid in four (4) quarterly payments. Employees who Opt-Out of the City's health care

program shall still be entitled to maintain dental coverage and life insurance on the same terms and conditions as those employees who elect not to Opt-Out.

C) Group Healthcare Reimbursement Account (HRA)

The City of Solon agrees to participate in a Group Healthcare Reimbursement Account (HRA) Plan for Public Sector Labor Association Employees in accordance with the terms and conditions of this Plan's Participation Agreement. The Employer agrees to contribute to the Plan on behalf of the following employees:

1. Members of the Solon Firefighter's Association Local #2079

The amount contributed by the employer to the participants in the Insurance Premium Reimbursement account shall be within the guidelines established by the Labor Agreement in effect and the Plan chosen by the members. The amount contributed by the employer to the participants Insurance Premium Reimbursement account shall be a percentage to be determined by the members of their accumulated and unused sick leave due from the City upon retirement or other methods agreed by both parties.

ARTICLE 10 - UNIFORM ALLOWANCE

A) Members of the Fire Department shall be entitled to receive, in addition to all other compensation to which they may be entitled, an annual uniform allowance as follows:

Firefighters	$ 950.00
Lieutenants	$ 950.00
Battalion Chiefs	$ 1,000.00

Members scheduled to work 40 hours per week in the Fire Prevention Bureau at least 30 weeks/yr. $ 950.00

In addition, the City shall provide the initial issue of uniforms to any bargaining unit members, upon promotion, up to a maximum of $200.00

B) The Fire Department may require employees to wear safety shoes while on duty.

C) The payment of the uniform allowance shall be made as a direct payment to the Employee. The amount of which shall be paid annually, on or before March 1 of each calendar year.

D) The Chief of the Fire Department shall be responsible for prescribing the necessary uniforms. The Fire Chief shall provide a written list of the Required Uniform Apparel to each member.

E) If a member's employment in the Fire Department is terminated for any reason, except retirement or layoff, during a calendar year for which he has received the

aforesaid uniform allowance, he shall reimburse the Employer for a percentage of the allowance determined by dividing fifty-two (52) weeks into the number of weeks remaining in the calendar year after his employment is terminated.

F) Newly appointed firefighters shall receive an initial full set of uniforms and safety shoes as required on the Required Uniform Apparel List provided to each Employee by the Chief, in lieu of the annual uniform allowance for the first year. If such appointee does not receive a permanent appointment, he shall return the uniforms and safety shoes to the Fire Department.

G) Each member of the Fire Department shall be entitled to receive reimbursement for all actual expenses to repair uniforms and personal items which are damaged in the line of duty, or in the event that the article(s) cannot be satisfactorily repaired, shall be entitled to an additional uniform allowance sufficient to replace the particular article(s).

H) Upon retirement from the Fire Department, employees may purchase one current uniform badge, of past and present ranks. In addition, employees shall receive their current helmet.

ARTICLE 11 - FIREFIGHTER TURNOUT GEAR

A) Newly appointed firefighters shall receive an initial full set of turnout gear, affording protection equal to, or better than that provided to all members of the department. If such appointee does not receive a permanent appointment, he shall return the turnout gear to the Fire Department.

B) All members of the Fire Department will be provided with turnout gear, which provides adequate protection from the duties to which they are assigned.

C) All turnout gear issued shall meet minimum current NFPA and NIOSH safety specifications at time of issuance.

D) Repair and/or Replacement

1) Turnout gear, which is damaged or lost in the line of duty, shall be promptly repaired or replaced by the Employer, so that the level of protection afforded by the garment is not compromised.

2) Turnout gear, which has become worn through repeated use, to the extent that the level of protection is impaired, shall be promptly repaired or replaced by the Employer, so that the level of protection afforded by the garment is not compromised.

3) The Employer will schedule turnout gear, which no longer meets the required NFPA and NIOSH specifications, for replacement, after consultation with the Union Safety Committee.

ARTICLE 12 - EDUCATION AND TRAINING

A) Mandatory and Work-Related Training

1) All schools, seminars and classes that an Employee intends to attend, with the expectation of being compensated or reimbursed for expenses, must be approved by the Fire Chief. A completion report or a certificate must be presented to the Fire Chief and a copy to the Training Officer, upon satisfactory completion. (C or better if a grade is given).

2) When members of the Fire Department attend required schools or formal training sessions the Employer shall pay for all required tuition, fee, texts, meals, lodging and travel expenses, including mileage. All books purchased by the Employer shall remain the property of the Fire Department and shall be kept in the library.

3) When attendance at such school or training session is required during normal working hours the Employee shall receive his full pay.

4) When attendance at such school or training session is required by the Fire Chief, or required for the maintenance of a current certification, during the Employee's normal off-duty hours, the Employee shall be compensated at one and one-half (1 and 1/2) times the member's basic rate of pay, but shall not receive less than two hours.

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.

B) Tuition Reimbursement for Non-Work Related and Non-Required Training

Approval for tuition reimbursement of non-work related and non-required classes or training will follow the guidelines of the City's Tuition Reimbursement Program, which is attached hereto as Exhibit "A".

C) Paramedic and EMT Hours

The continuing education hours shall not exceed 24 hours annually for re-certification credit purposes. This overtime is subject to curtailment at any time due to budgetary constraints. Mandatory school hours attended while on duty do not count against the 24-hour maximum. All CME classes that require tuition to attend the class shall require pre-approval. All clinical time must be pre-approved and will be approved under special circumstances only. ACLS and all EMT-A re-certification hours are not included in the respective hour allowances.

ARTICLE 13 - PERSONNEL AND SENIORITY RIGHTS

A) Sub-Contracted Labor

The Employer shall not use volunteer or part-time personnel to take the place of any full-time Fire Department Employee.

B) Seniority

1) 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.

2) Seniority and continuity of service shall be broken and the employment relationship severed only under any of the following conditions:

   a) Resignation
   b) Death
   c) Retirement (regular, early or disability)
   d) Discharge for cause
   e) Failure to return from leave of absence
   f) Continuous lay-off for 36 months
   g) Continuous absence due to off-the-job illness or injury for twenty-four (24) months or until the expiration of accrued sick leave, whichever is greater.
   h) Continuous absence due to on-the-job illness or injury for sixty (60) months or until the expiration of accrued sick leave, whichever is greater.

3) Employees who are absent because of illness or off-the-job injury shall continue to accumulate seniority during the period of such leave, not to exceed one year, provided they have completed their probationary period prior to the commencement of such leave, and shall continue to receive all health care benefits without cost for the duration of their accumulated sick time.

4) Employees who are absent due to on-the-job injury or illness shall continue to accumulate seniority during any leave of absence not to exceed five (5) years, and shall continue to receive all health care benefits without cost for the duration of their special injury leave and accumulated sick time. Council may extend this time period at its sole discretion and without setting precedent.

5) When accumulated sick time has been exhausted in the manner described above, whether for an injury or illness on or off the job, Employees who have completed at least fifteen (15) years of service shall receive all health care benefits without cost for three (3) months, and Employees who have completed twenty (20) or more years of service shall receive all health care benefits without cost for four (4) months, after the expiration of his accumulated sick time.

6) Employees during their first year of employment or the attainment of minimum certification for basic paramedic and firefighter requirements, which ever is longer, shall be on a probation period and during such time may be discharged or disciplined without cause and without resort to either the grievance procedure or the Civil Service Commission. Upon completion of such probationary period, the Employee's 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.

C) Personnel Reduction

1) In the case of a personnel reduction, the Employee with the least seniority, regardless of classification or position, shall be laid off first.

2) Employees shall be recalled in the order of their seniority, regardless of their classification or position.

3) No new Employee shall be hired until all laid off Employees have been given two (2) weeks written notice to return to work.

4) No overtime in excess of twenty-three (23) hours will be worked when laid off Employees are available to call in, except for emergencies.

5) If any laid off Employee is called in for two (2) weeks or more of work, all benefits under Article 9 will be paid for the following month.

6) For any laid off Employee, who has completed his probationary period, the Employer will maintain all health care benefits for the remainder of the month following such lay off, and the Employer will provide the Employee the option to purchase health care insurance at the City's group rate for the maximum period allowed by law.

D) Non-Discrimination

The Employer and the Union agree not to discriminate against any Employee(s) on the basis of race, religion, color, national origin, age, disability or sex.

E) Personnel Files and Policies

1) Understanding that in the administration of the Fire Department, the Employer maintains individual personnel files, Employees shall be permitted to promptly review their personnel file, with the Fire Chief, by appointment within five (5) days of notice.

2) Should an Employee, upon review of his/her file, come across material of negative or derogatory nature, the Employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which

comment shall remain in the Employee's file so long as the negative material remains.

3) When an Employee is under investigation for alleged violation of departmental rules and regulations, no third party letter(s) (i.e., letters which are not generated by a City Employee) shall be released to any news or related service unless and until the letter(s) are used to form the basis of disciplinary charges against the Employee.

4) The City may only release photographs or personal information about an Employee, in relation to departmental matters, to any news or related service if such information is required to be disclosed under the Ohio Public Records Act or any other statutory or judicial proceeding. In such case, the City shall provide immediate notice of the request to the Employee affected, including the name of the requesting party (if available) and the information requested.

F) Promotions

1) Promotional exams shall be given no later than March 1st of every odd year commencing in 2013.

1) A reading list shall be posted sixty (60) days prior to the posted exam date.

2) A copy of each item from the reading list for said examination shall be placed in each station at the time the examination notice is published. Items from the reading list shall be provided by the city

ARTICLE 14 - DISCIPLINARY PROCEDURES

A) Employees shall only be disciplined for just cause except during their probationary period.

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

C) In the event of discharge or discipline involving any time off, or disciplinary reduction in rank or pay, the Employee may appeal such action to the Civil Service Commission in accordance with the Ohio Revised Code or the grievance procedure as provided herein. An appeal through either shall waive the employee's right to an appeal through the other.

D) The Employee shall have the right to be accompanied and represented by the Union at all meetings and proceedings regarding discipline or discharge.

E) Disciplinary action appealed through the grievance procedure may be filed directly at Step 2.

ARTICLE 15 - MODIFICATION AND NEGOTIATION PROCEDURES

A) If either party desires to terminate, modify or amend this agreement, it shall give written notice to the other party and to the State Employment Relations Board (SERB) on or before May 15, 2015. If no such notice is given, this agreement shall continue in effect year to year thereafter, subject to notice of termination by either party by May 15 of the current year's termination date.

B) Notice of termination, modification or amendment shall be in writing and shall be sent by Certified U.S. Mail. Such notice shall be addressed, if to the Union, to the President, and if to the Employer, addressed to the Mayor, or to any other such address the Union or Employer may make available to each other. The postmarked date shall control the issue of timeliness. After notice is provided the parties will negotiate under the ninety (90) day schedule contained in the Ohio Revised Code, Section 4117.14, as modified below:

i. the fact-finder will be appointed no later than June 15th, with fact-finding scheduled as soon as possible

ii. The decision of the fact-finder shall be issued no later than July 30th unless mutually agreed otherwise.

Within fifteen (15) days after such notice of modification or amendment is served the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties.

C) All bargaining shall be in private and no transcript or recording shall be permitted. This section shall not preclude the taking of notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations.

D) Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to Employees of the City. Each team shall be represented by not more than five (5) representatives.

E) A refusal by the City Council to approve a request for funds necessary to implement an agreement or to approve any other matter requiring its approval will restore the parties to the bargaining process without obligation to maintain any previously adopted agreement.

F) Approval/ disapproval of any proposed agreement or partial agreement by the Union will be governed exclusively by the Union's own constitution and bylaws. The approval of a request for funds necessary to implement an agreement or partial agreement or the approval of any other matter by the City Council shall be governed

by City ordinances, its rules and regulations and applicable provisions of the Ohio Revised Code, Section 4117.10.

G) Except as provided herein, this agreement may not be modified or amended except upon written agreement of both parties.

H) The Employer agrees that during the pendency of these negotiations whether before or after the expiration of the current agreement, it will not cause or permit any decrease in the wage rates or changes in the other terms or conditions of this agreement (including all grievance and grievance arbitration procedures and other procedural rights and protection) in force on the last day of this agreement without the express written consent of the Union. Any change will occur only as a result of an agreement with the Union and/or as a result of an award by an arbitrator and/or as a result of any other process expressly approved by the Union.

ARTICLE 16 - SAFETY

A) General

1) The Employer and the Union agree to do all that is in their power to insure the safety of all members of the Fire Department, both in the station and on the fire ground.

2) To this end, it is expected that members of the Fire Department will report to their superior officer any condition, which jeopardizes the health and safety of firefighters or the public.

3) The Employer will endeavor to remedy such condition at the earliest possible time, and take such action as is necessary to render the condition safe.

4) In a like manner, the Employer shall notify the Union of any condition of which it has knowledge that may jeopardize the health and safety of firefighters.

B) Equipment

Fire apparatus and equipment must be maintained in a safe and ready condition in order to be effective. Any condition of the vehicle and/or equipment which, in the opinion of the operator, constitutes a hazard to the safety of the firefighters assigned to that unit shall immediately be reported to his superior officer. Any unsafe condition, so reported, shall receive prompt attention from the Employer.

C) Medical Personnel at Emergencies

The Employer agrees that, unless assigned to another emergency call, a rescue squad with trained medical personnel and life support equipment

shall be present at the scene of all working structural fires, for the protection of firefighters.

ARTICLE 17 - SAVINGS CLAUSE

If any provision of this agreement, or the application of any such provision, should be rendered or declared invalid by any state or federal agency, or court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect. The parties shall promptly meet to attempt to correct such illegal provision.

ARTICLE 18 - SUCCESSORS

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligation herein contained, shall be affected, modified, altered or changed in any respect whatsoever by the consideration, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 19 - MISCELLANEOUS

A) Gender and Plurality

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 in the masculine, feminine or neuter genders shall be construed to include all of said genders. By 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.

B) Appendices and Amendments

All appendices and amendments to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

C) Printing and Supplying

This agreement and any future agreement shall be printed and supplied to each Employee by the Employer within thirty (30) days after the final settlement at no cost to the Employee.

D) Union Property

1) The Employer shall provide space for a Union bulletin board within each Fire Station where the Union may post notices and items of interest to its members.

2) The Employer shall provide space for a Union file cabinet within each Fire Station where the Union may store records and items pertinent to its membership.

3) The Employer shall permit the Union to have a telephone within each Fire Station. The Union and its members shall pay all costs associated with said phone.

E) Labor-Management Committee

There shall be a Labor-Management Committee consisting of a minimum of two (2) Union Representatives, the Mayor, and one (1) additional Employer Representative if desired by the Mayor. The committee shall meet at the request of either party to discuss all matters of mutual concern and work to improve labor management relations. The Labor Management Committee shall study and discuss including but not limited to the following issues: Over-Time Cost Containment methods; Technological Advancement; Capital Replacement; Training Requirements; Safety and Protective Gear; Fitness Standards. In addition, the City and Local 2079 will work together to promote change in Civil Service language in the matter of Acting Officer requirements and Local 2079 agrees' to work with the City in looking at cost savings that could be achieved by changes to the Compensatory Time Off section of the Collective Bargaining Agreement.

ARTICLE 20 – TEMPORARY LIMITED DUTY

A) Applicability of Temporary Limited Duty

1) When temporary limited duty is directed and/or warranted by a medical professional and the Chief, the Employee affected may be reassigned at the discretion of the Chief to those duties deemed appropriate by the Fire Chief based on the type of disability being addressed and the availability of appropriate work.

2) Assignment to temporary limited duty is a temporary reassignment and therefore, is subject to regular evaluation by the Employee's supervisor and/or Chief.

3) Employees who have incurred a work related injury would take precedence in temporary limited duty assignments.

B) Duration of Temporary Limited Duty

1) Temporary limited duty shall be temporary in nature.

2) Temporary limited duty shall not exceed three (3) months in duration and may be extended by the Chief without precedence being set.

3) Temporary limited duty shall be terminated if appropriate work becomes unavailable.

C) Conditions of Temporary Limited Duty

1) Temporary limited duty reassignment shall be from normal shift duties to a 40-hour workweek as determined by the Fire Chief.

2) The Employee reassigned to a 40-hour workweek may respond to emergency calls, either medical or fire related, to emergency call-outs in a support position as directed by the incident commander.

3) The Employee working a 40-hour workweek shall not be eligible for Kelly Day accrual, assignment or usage.

4) The Employee shall report to work dressed in station duty wear or such appropriate uniform designated by the Fire Chief.

D) Return to regular assignment from Temporary Limited Duty:

1) Before returning to regular assignment, the Employee shall provide the Fire Chief a certificate from his/her medical professional indicating the Employee's fitness to do so.

2) At any time during assignment of temporary and/or limited duty, the Fire Chief may request the Employee be evaluated by his/her medical professional as well as the city physician in order to determine the Employee's fitness to return to regular assignment.

ARTICLE 21 – PREGNANCY AND MATERNITY LEAVE

The following provisions establish guidelines and standards for the pregnant firefighter in performance of assigned duties:

1) The firefighter who becomes pregnant shall submit to the Chief of the Fire Department a completed Firefighter Risk/Performance Advisory Form which has been signed by the Employee's physician that he/she acknowledges and understands the content of the form, including exposure risks and job performance requirements.

2) The firefighter who becomes pregnant shall submit to the Chief of the Department a written medical Statement/Release-Pregnancy Form from the Employee's physician that she is pregnant; that she is released to full fire, rescue and emergency medical service duties, as assigned, without restrictions until a specified date; that she may work non-fire suppression/emergency medical service work assignments until a specified date; and that she may return to full unrestricted duty after delivery by a specific date.

3) If during the course of pregnancy her personal physician revises such dates, such revisions shall be submitted to the Fire Chief in a written statement.

4) Non-fire suppression/EMS assignment shall begin when directed by the Employee's physician and the Fire Chief. The affected Employee may be temporarily reassigned, by the Fire Chief, to those duties deemed appropriate by the Employee's physician for the condition of the Employee at any particular time during the pregnancy. During reassignment the Employee's salary and benefits shall not be reduced, except that she shall not be eligible to work Shift overtime, accrue or use Kelley Days, or participate in trade of time. The temporary reassignment to the Fire Prevention Bureau does not qualify the Employee for the Fire Prevention Incentive Bonus.

5) Reassignment from regular shift responsibilities shall begin when the Employee's physician has determined that to continue working regular Shift assignments will jeopardize the health and well being of the Employee and her unborn child.

6) Maternity leave shall take effect on the date specified by her physician in the written statement submitted to the Fire Chief and will follow the City's FMLA Policy.

7) Employees shall continue to accrue all Employee benefits and seniority during the temporary work reassignment as if she was working her regular assignment.

8) Upon termination of pregnancy, termination of the FMLA leave, or following childbirth, the Employee shall present to the Fire Chief a written statement from her personal physician indicating fitness, with no restriction, to return to full duty assignment.

Article 22 - CITY OF SOLON IMPLEMENTATION POLICY AND RULES GOVERNING CONTROLLED SUBSTANCE AND ALCOHOL TESTING FOR FIREFIGHTER/PARAMEDICS

INTRODUCTION

The City of Solon and its firefighter/paramedics are committed to maintaining an effective, efficient and safe drug free work environment at all City facilities and work sites in order to safeguard City personnel, property, equipment, and the people we serve. For this reason, the following standards, rules and procedures were developed as a supplement to the City's Drug and Alcohol Program as they apply to Firefighter/Paramedics. The purpose is to provide managers and employees a more detailed and clearer understanding of the City's Drug and Alcohol Program requirements.

It should be noted that in its development, some additions and modifications were made to this supplement that may differ with the City's Drug and Alcohol Program. Where differences exist, this supplement will be controlling.

I. EMPLOYEE IMPAIRMENT DRUG AND ALCOHOL USE

Employees shall not possess or consume alcoholic beverages on duty or while in a uniform bearing a Department insignia on duty or off duty. Nor shall any employee consume alcoholic beverages in proximate time to his or her reporting time for duty or report to duty

with evidence to having consumed any alcoholic beverage. Employees are prohibited from being at work while under the influence of alcohol or non-medically prescribed controlled substances. Any employee violating this provision will be subject to disciplinary action as stipulated under Section V.

Employees shall advise their physician that they drive public safety motor vehicles, i.e. fire tucks, ambulances, etc. and perform paramedic services so the physician may advise the employee whether any prescribed medication will adversely affect the employee's ability to safely and proficiently perform their job. In the event prescribed medication will adversely affect the employee's ability to successfully perform the duties of their job, the employee shall be instructed not to report to work and the employee shall provide a document from their physician(s) stating there is no appropriate medication which would not adversely affect the employee's ability to safely and proficiently perform the duties of their job. Under this circumstance, the employee may use sick time, vacation time or compensatory time until they can obtain a release to return from their physician(s).

II. EMPLOYEE TESTING

A. Post Accident Testing

As outlined under Section 5.0(C)(2)(d) drug and alcohol testing of employees will be conducted following an accident if 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 require medical treatment beyond first aid and/or lost time, and

5. Exception to 5.0(C)(2)(d) damage to property exceeds $2,000.00.

B. Reasonable Suspicion Testing

Except as otherwise provided herein, a firefighter/paramedic shall not be subject to random drug or medical testing for the purpose of discovering possible drug or alcohol abuse. If however, objective evidence exists establishing reasonable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo drug testing. The City of Solon Observed Behavior Reasonable Cause Recording Form (Appendix G) shall be prepared each time a person is suspected of drug or alcohol use.

C. Refusal to be Tested

Post accident testing and reasonable suspicion testing are fundamental to assuring a drug free work environment for our employees. In the event an employee refuses post accident or reasonable suspicion testing for alcohol or drugs, such refusal will be treated by the City as though a positive test result occurred. In such event, disciplinary action will be in accordance with Section V of this supplement.

III. TESTING AND METHODOLOGIES

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

A. 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.

B. 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.

C. 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.

Following Ohio B.W.C. standards, a preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are less than .04 grams 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 above shall apply. A confirmatory test result of at least .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.

D. 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.

E. 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 use of leave will be 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 in accordance with Article 14.

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 in accordance with Article 14. 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 up to and including discharge and in accordance with Article 14.

Any employee who fails to provide a sample or appear for testing under any of the three testing circumstances in Sections II, A, B, or C of this Article will be considered to have a positive test result for purposes of disciplinary actions in accordance with Article 14.

IV. PAID TIME/PAID TESTS

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting split sample test results will be compensated during the waiting period for all work time lost, including overtime, if the split sample test proves to be negative. The City shall pay all costs associated with the administration of alcohol and controlled substances tests recommended by the SAP. An employee may, at his/her own cost, have a retest at a laboratory of his/her choice, so long as the employee proves the laboratory is certified under the regulations; however, the employee shall only be reimbursed by the City if the retest is negative. In the event of a positive test for controlled substances or an alcohol concentration of 0.04 or higher under reasonable suspicion testing, the City will only compensate the employee for all work time lost, including overtime, if applicable, up to the time the positive test result is verified by the MRO.

V. DISCIPLINE

A. When the result of an alcohol test is above 0.04 the employee will be relieved from duty and not be permitted to report back to work within 24 hours following the administration of the test. In the event the 24 hour period following the test positive overlaps an employee's regularly scheduled shift, the employee may use sick time, vacation time, or personal time to cover the overlapping time period.

B. An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program approved by the Human Resources Manager and recommended by a substance abuse professional.

The employee shall also be subject to random drug and alcohol testing for a period of twenty-four months following the completion of the treatment program. Any

employee testing positive for alcohol for a second time within twenty-four months of the date of the first positive test shall be subject to discharge.

C. An employee who tests positive for any of the five drug types shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program approved by the Human Resources Manager and recommended by a substance abuse professional.

The employee shall also be subject to random drug and alcohol testing for a period of twenty-four months following the completion of the treatment program. Any employee testing positive for drugs for a second time within twenty-four months of the date of the first positive test shall be subject to discharge.

VI. DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment.

VII. RIGHT OF APPEAL

The employee has the right to challenge the results of the drug and alcohol tests. Any discipline imposed shall be in accordance with the procedures outlined within the collective bargaining agreement.

VIII. 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.

IX. REVISION/AMENDMENT TO THIS POLICY

The City and/or the Union reserve the right, from time to time, to recommend revisions to the foregoing policy; however, no such revision(s) shall be implemented or take effect unless mutually agreed by the City and the Union. Any amendments shall be in writing.

COLLECTION PROCEDURE FOR D.O.T. SPLIT SPECIMEN DRUG SCREENS

1. Ask for patient's picture I.D. (all patients that require drug testing MUST have some form of picture ID preferably with his/her social security number on it or representative from the employer must be PRESENT to identify the patient. Verbal identifications cannot be made).

2. Have patient complete the consent for drug testing, release of medical information and the registration form.

3. Have patients remove any hats, coats and any article from his/her pockets.

4. Have patient wash hands.

5. Open the drug screen collection kit with the patient present

6. Instruct the patient not to flush the toilet, run water or use the soap dispenser until after he/she gives the collector his/her sample.

7. Pour bluing in toilet.

8. Instruct the employee to fill collection cup to at least 45 ml with client's urine and not to flush toilet until he/she has handed you the specimen.

9. After the receipt of the specimen, keep it within the direct line of vision of the employee until it has been sealed.

10. Note the temperature on the specimen cup within four (4) minutes.

11. With the employee watching, seal the specimen as follows:

    A. Pour the urine into the specimen bottles. The first bottle to have at least 30 ml. The second should have at least 15 ml.
    B. Screw the lids tightly.
    C. Place the Bottle Custody Seal tape on each bottle, with the circle over the cap.
    D. Write in the date collected and have the employee initial the tape in the space provided.
    E. Place the specimen in the plastic bag with absorbent material and place it in the appropriate labeled collection packet.

12. After the bottles are sealed, have the employee fill the Donor Information on the correct section on the Chain of Custody form.

13. The collector will then fill in the collector information on the Chain of Custody.

14. The specimen COC copies will be sealed in the specimen box along with the urine specimen.

15. The donor copy is given to the client.

16. Keep the employer copy and the MRO copy for clinic records.

Place sealed and processed specimen in the appropriate pick up area.

THE CITY OF SOLON
OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM

Name of Employee Observed: _____

Employee's Social Security Number: _____

Hire Date: _____ *Date of Observation:* _____

Time of Observation: From _____ *AM/PM To* _____ *AM/PM*

Location of Observation: _____

Observed personal behavior (check all appropriate items):

1. Speech	*2. Awareness*	*3. Balance*	*4. Walking & Turning*
[ ] Normal	*[ ] Normal*	*[ ] Normal*	*[ ] Normal*
[ ] Incoherent	*[ ] Confused*	*[ ] Swaying*	*[ ] Stumbling*
[ ] Confused	*[ ] Sleepy*	*[ ] Staggering*	*[ ] Swaying*
[ ] Slurred	*[ ] Paranoid*	*[ ] Falling*	*[ ] Arms Raised for Balance*
[ ] Whispering	*[ ] Lack of Coordination*		*[ ] Falling*
[ ] Silent			*[ ] Reaching for Support*

5. Description of other observed actions or behavior indicative of possible drug use (be specific):

_____

_____

_____

Names and Titles of Observing Supervisor(s) or City Official(s):

	Name	*Title*	*Date*
1.			
2.			
3.			

THIS FORM MUST BE PREPARED EACH TIME A PERSON IS SUSPECTED OF DRUG OR ALCOHOL USE BY ACTIONS, APPEARANCE, OR CONDUCT WHILE ON DUTY. IT MUST BE PRODUCED AND SIGNED WITHIN 24 HOURS OF OBSERVED BEHAVIOR OR BEFORE RESULTS OF THE DRUG TEST ARE RELEASED, WHICHEVER IS THE EARLIER.

Union JN City

Type of Drug or Metabolite	*Initial Test*	*Confirmation Test*
(1) Marijuana metabolites	*50*	
(i) Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)		*15*
(2) Cocaine metabolites (Benzoylecginine)	*300*	*150*
(3) Phencyclidine (PCP)	*25*	*25*
(4) Amphetamines	*1000*	
(i) Amphetamine		*500*
(ii) Methamphetamine		*500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml.)*
(5) Opiate metabolites	*2000*	
(i) Codeine		*2000*
(ii) Morphine		*2000*
(iii) 6acetylmorphine		*10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 g/ml.*

(a) On the initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.
(b) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(c) You must report quantitative values for morphine or codeine at 15,000 ng/ml or above.

§40.89 What is validity testing, and are laboratories required to conduct it?

(a) Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

(b) As a laboratory, you are authorized to conduct validity testing.

ARTICLE 23 - TERM OF THE AGREEMENT

This agreement shall be effective January 1, 2013 and shall remain in full force and effect through the 31st day of December 2015, and from year to year thereafter in accordance with the provisions of Article 15.

IN WITNESS WHEREOF, the parties hereunto signed by authorized representative this

5th day of December, 2012

Union Committee	City Committee

James M. [illegible]

Union President

[illegible]

Mayor

Approved as to form: [illegible]

Director of Law

Union JN City [illegible]

The City of Solon, Ohio

6315 S.O.M. CENTER ROAD • SOLON, OHIO 44139
PHONE 216/248-1155

OFFICIALS
ROBERT A. PAULSON
Mayor
DENNIS J. TELLER
Director of Finance
ROBERT J. BOCH
Assistant Finance Director
Director of Purchasing & Taxation
CHARLES T. RIEHL
Director of Law
THOMAS G. LONGO
Assistant Director of Law
City Prosecutor
BLAIR N. MILLING
Assistant City Prosecutor
TED S. BUCSEK
City Engineer
JULIUS ORITI
Chief of Fire
ROBERT W. BRUCKNER
Chief of Police
LAWRENCE C. GOURRAYA
Director of Service
ARTHUR D. KORKOWSKI
Building Commissioner
DONALD A. LANNOTTI
Dir. of Planning & Development
BARNEY F. HOWICK, JR.
Director of Recreation
EVERETT McDARIES
Supt. of Pollution Control
ROBERT J. MILES
City Architect
COUNCIL
DOROTHY K. PORAZ
Vice Mayor
DALE H. GRUCLE
BETTY L. KISEL
JOHN J. MURTELL
ROBERT A. MAYER
ANDREW C. MEYER
LOUIS A. VITANTONIO

January 1, 1989

Mr. Bernard Eidam, President
Solon Firefighters Association
Local 2078
P. O. Box 39654
Solon, OH 44139

Dear Mr. Eidam:

This will confirm our discussion during the 1988 negotiations during which the City agreed to continue its current method of vacation and holiday selection.

Very truly yours,

Joseph F. Lenczewicz
Labor Relations Consultant
For the City

CONFIRMED: Bernard E. Eidam

DATED: Jan. 1, 1989
January 1, 1989

Page 2n

Union JN City Thu

The City of Solon, Ohio
6315 SOM CENTER ROAD • SOLON, OHIO 44139
TELEPHONE 216/248-1155
FAX 216/349-6272

January 2, 1992

Mr. David P. Byrnes, President
Cuyahoga County Firefighters
17703 Grovewood Avenue
Cleveland, OH 44119-3100

Dear Mr. Byrnes:

This will confirm our discussion during the 1991-1992 negotiations during which the parties mutually agreed that to ensure officer coverage at each station and on each shift the following departmental procedure relative to vacation and holiday selection would apply:

#1) Classified Firefighters will pick holidays and vacations by shift and seniority on a rotating basis, within the Firefighter Classification only.

#2) Classified Officers (Lieutenants and Captains combined) will pick holidays and vacations by shift, rank, and seniority on a rotating basis.

Very truly yours,

Joseph T. Lencevicz
Labor Relations Consultant
For the City

CONFIRMED: David P. Byrnes

DATED: January 2, 1992
January 2, 1992

Union JN City Thu

MEMORANDUM OF UNDERSTANDING

This will confirm our understanding during the 1997 contract negotiations at which time the parties recognized the need and mutually accept the responsibility to ensure that employees of the City's Fire Department maintain certain physical standards related to the performance of their duties.

To that end, the parties will establish a joint committee for the purpose of reviewing, discussing and mutually agreeing to applicable national standards and adopting and implementing those standards.

Dated this 14 day of July, 2000

For the Union:	For the City:

Union JN City Thu

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 completion 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
- Misc. 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 and 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 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 COURSE WORK

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:

A copy of the Approved Application for Tuition Reimbursement.

A copy of the grade report or certificate of completion.

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 copy of grades in order to be reimbursed. Employees have one year to submit these documents for reimbursement. If this information has 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), and Employee may seek consultation with Human Resources.

RESTRICTIONS/REPAYMENT OBLIGATION

If an employee voluntarily resigns from employment from the City of Solon within three (3) years of receiving tuition reimbursement (books, fees, registration, tuition), the employee will be obligated to repay any reimbursement made during the three years preceding the effective date of the employee's resignation.

HUMAN RESOURCES RESPONSIBILITY

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

City of Solon

TUITION REIMBURSEMENT APPLICATION

Employee Name:	Date of Hire:
Employee No.:	Employee No.:
Work Phone:	Position Title:
Do you qualify for veterans or other educational benefits?	☐ Yes ☐ No
If yes, amount of aid: $	

ACCREDITED SCHOOL NAME & ADDR				
COURSE NUMBER	COURSE TITLE	UNITS CREDITS	TUITION & FEES	FROM - TO
TOTAL			$	

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

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 leagal proceedings to collect any remaining unpaid tuition reimbursement.

Employee Signature:	Date:

APPROVAL FOR EDUCATIONAL ASSISTANCE	
Department Head Signature:	Date:
Mayor Signature:	Date:
Finance Director:	Date:
Human Resources:	Date:

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Exhibit B
City of Solon
SuperMed Plus - Plan A
Effective 2-1-2013

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26th birthday: (28th birthday defined by Oh. Dep't of Insurance)	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$250 / $500	$500 / $1,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	$1,000 / $2,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visits	100% after deductible	80% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, HPV, Influenza, varicella, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	100% after deductible	80% after deductible
Preventative Services		
Routine Physical Exam (One exam per benefit period)	100% (No deductible)	80% (No deductible)
Well Child Care Services including Exam and Immunizations (To age 12, limited to a $750 maximum per benefit period)	100% (No deductible)	80% (No deductible)
Well Child Care Laboratory Tests (To age 12)	100% (No deductible)	80% (No deductible)
Routine Mammogram (One per benefit period)	100% (No deductible)	80% (No deductible)
Routine Pap Test & Associated Office Visit (One per benefit period)	100% (No deductible)	80% (No deductible)
CA-125 Cancer Screening	100% (No deductible)	80% (No deductible)
Routine Colonoscopy (Ages 50 and older)	100% (No deductible)	80% (No deductible)
Routine Prostate Exam (PSA) (Ages 12 and older)	100% (No deductible)	80% (No deductible)
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages 12 and older; One each per benefit period)	100% (No deductible)	80% (No deductible)
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible

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Physical Therapy & Occupational Therapy - Facility and Professional (40 visits per benefit period)	100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (20 visits per benefit period)	100% after deductible	80% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible	80% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	80% after deductible
Ambulance	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Home Healthcare	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services	100% after deductible	50% after deductible

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Non-Contracting Facility Provider pays at 70%. Non-Contracting Facility Other Provider pays at 50%.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.

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Exhibit C
City of Solon
SuperMed Plus – Plan B
Effective 2-1-2013

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26th birthday: (28th birthday defined by Oh. Dep't of Insurance)	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$350/$700	$700 / $1,400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$750/ $1,500	$1,000 / $3,000
Physician/Office Services		
Office Visit (Illness/Injury)	$20 copay, then 100%	70% after deductible
Urgent Care Office Visits	$35 copay, then 100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, HPV, Influenza, varicella, Hepatitis B, MMR and pneumococcal polysaccharide are covered services)	90% after deductible	70% after deductible
Preventative Services		
Routine Physical Exam (One exam per benefit period)	$20 copay, then 100%	70% (No deductible)
Well Child Care Services including Exam and Immunizations (To age 12, limited to a $750 maximum per benefit period)	$20 copay, then 100%	70% (No deductible)
Well Child Care Laboratory Tests (To age 12)	100% (No deductible)	70% (No deductible)
Routine Mammogram (One per benefit period)	100% (No deductible)	70% (No deductible)
Routine Pap Test (One per benefit period)	100% (No deductible)	70% (No deductible)
CA-125 Cancer Screening	100% (No deductible)	70% (No deductible)
Routine Colonoscopy (Age 50 and older)	100% (No deductible)	70% (No deductible)
Routine Prostate Exam (PSA) (Ages 12 and older)	100% (No deductible)	70% (No deductible)
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages 12 and older; One each per benefit period)	100% (No deductible)	70% (No deductible)
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible

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Chiropractic Therapy – Professional Only (20 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[2]	$50 copay, then 100%	
Non-Emergency use of an Emergency Room[2,3]	$50 copay, then 90%	$50 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services	90% after deductible	50% after deductible

Note: Deductible and Coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Non-Contracting Facility Provider pays at 70%. Non-Contracting Facility Other Provider pays at 50%.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.
[2]Copay is waived if admitted.
[3]Copay is waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.