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AN AGREEMENT BETWEEN

THE CITY OF SOLON

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 436 FOR WATER RECLAMATION DEPARTMENT

FOR THE PERIOD

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SOLON, OHIO AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 436 FOR WATER RECLAMATION DEPARTMENT

This Agreement is entered into by and between the City of Solon, Water Reclamation Department (hereinafter referred to as "the Employer") and the International Brotherhood of Teamsters Local 436, (hereinafter referred to as "the Union"), which is the exclusive representative of all full-time and permanent regularly scheduled part-time non-supervisory employees in the Water Reclamation Department of the City of Solon.

ARTICLE 1. –RECOGNITION

The City hereby recognizes International Brotherhood of Teamsters, Local 436, herein referred to as the Union, as the exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for all employees in the bargaining unit.

This agreement covers all full-time and part-time non-supervisory employees in the Water Reclamation Department of the City of Solon excluding the departmental secretary and the seasonal part-time employees. The covered employees are in the maintenance division, operations division, and monitoring division of the Water Reclamation Department. Newly hired employees shall be on a non-contestable probationary period, defined as 2,080 hours worked. Upon completion of such probationary period, employee's seniority shall date from the date of hire.

ARTICLE 2. -PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships between the parties and to insure orderly and uninterrupted efficient operations, the parties now desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following; (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) To promote fair, safe, and reasonable working conditions; (3) To promote individual efficiency and service to the City of Solon; (4) To avoid interruption or interference with the efficient operation of the Employer's business; (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; (6) To implement the provisions of O.R.C. Section 4117.08.

ARTICLE 3. –UNION RIGHTS

SECTION 1. The Employer shall recognize no more than three (3) stewards for processing grievances. The City and Union agree that any grievance meeting or hearing time periods shall be extended to avoid any additional compensation for the employee or steward when necessary. Grievance meetings or hearings shall be scheduled during the affected Employee's normal work hours.

SECTION 2. A representative of the Union shall be permitted to enter the Employer's premises during work hours with prior notice to the Water Reclamation Director or designee, and shall be allowed reasonable contact with bargaining unit employees during normal working hours after signing in at front desk.

SECTION 3. The Employer shall provide a bulletin board to be located in the basement of the Water Reclamation Administration Building adjacent to the Locker Room for the members of the bargaining unit.

SECTION 4. If a Union steward participates in contract administration training conducted by the Union, such participation shall be a leave of absence without pay. Such participation requires a two (2) week notice to the Director.

SECTION 5. Union shall be given seven (7) days notice of any change in Employer's rules and regulations unless otherwise required by safety or mandated by law.

SECTION 6. Union shall be given fourteen (14) days notice of any change in the shift hours of a particular division.

ARTICLE 4. -DUES AND FAIR SHARE DEDUCTIONS

SECTION 1. During the term of this Agreement, the Employer shall deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by Local 436 and the regular monthly Local 436 dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

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

SECTION 3. The initiation fees, dues, re-initiation fees and entry fees, so deducted shall be in the amounts established by Local 436 from time to time in accordance with its Constitution and Bylaws. Local 436 shall certify to the Employer the amounts due and owing from the employees involved.

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

SECTION 5. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of Local 436 within fifteen (15) days from the date of making said deductions.

SECTION 6. Local 436 hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article 4 and Local 436 shall indemnify the Employer for any such liabilities or damages that may arise.

SECTION 7. All members of the bargaining unit, as identified in Article 1 of this Agreement, shall either (1) Maintain their membership in Local 436, (2) Become members of Local 436, or (3) Pay a fair share fee to Local 436 in an amount not to exceed the monthly dues for membership in Local 436, as a condition of employment, all in accordance with Ohio Revised

Code Section 4117.09 and all within thirty (30) days of the execution of this collective bargaining agreement or within thirty (30) days of hire. In the event that a fair share fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 3 of this Agreement, entitled "Dues Deduction." The fair share deduction does not require employee authorization.

ARTICLE 5. –NON-DISCRIMINATION

Neither the Employer nor the Union shall unlawfully discriminate against any employee of the bargaining unit on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, disability or sexual orientation.

ARTICLE 6. -MANAGEMENT RIGHTS

SECTION 1. 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, the right to;

a. Manage the operations;
b. Control the premises;
c. Maintain efficiency of operations;
d. Hire, discipline and discharge for just cause, lay off, and promote;
e. Promulgate and enforce reasonable employment rules and regulations, including those affecting meal periods and leaves of absence, provided such rules or regulations are not in conflict with any of the specific provisions of this Agreement;
f. Reorganize, discontinue, or enlarge any department or division; and determine the assignment and allocation of work within departments;
g. Introduce new and/or improved equipment, methods, and/or facilities;
h. Determine work methods; determine the size and duties of the work force; the number of shifts required, and work schedules;
i. Establish, modify, consolidate, or abolish jobs (or classifications); determine staffing patterns, including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked;
j. Maintain and improve the efficiency of the department; determine the overall mission of the department and all other rights of management except those limited by any specific provision of this Agreement.

ARTICLE 7. -NO STRIKE

SECTION 1. The Employer and Local 436 agree that the grievance procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and Local 436 to avoid work stoppages and strikes.

SECTION 2. Neither Local 436 or any other member of the bargaining unit, for the duration of this Agreement, shall engage in or directly assist in any strike, work stoppage, slowdown, concerted use of sick leave, or other similar conduct. Local 436 shall not be held liable for the unauthorized activity of employees it represents or its members, who are in breach of this section, provided that Local 436 meets all of its obligations under this Article.

SECTION 3. Local 436 shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to violate the "no-strike" clause. If the Employer seeks injunctive relief against any unlawful strike pursuant to O.R.C. Section 4117.15 (A) Local 436 shall cooperate with the City by not opposing such relief.

SECTION 4. In the event of violation of the "no-strike" clause, Local 436 shall promptly notify all employees, in a responsible manner that the strike is in violation of this Agreement, unlawful and not sanctioned or approved by Local 436. Local 436 shall advise the employees to return to work immediately.

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

ARTICLE 8. -DISCIPLINE

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

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

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

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

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

SECTION 6. An employee may request an opportunity to review his/her personnel file at reasonable times and shall upon request, be granted free charge up to ten (10) copies per year of material contained in the personnel file. Requested material contained in the personnel file in excess of ten (10) copies shall be given to the employee at five (5) cents per copy provided copies are made during non-working hours by the employee and at a time approved by the Water Reclamation Director or his designee. No item shall be removed from a file.

SECTION 7. An employee prior to being placed into his/her personnel file shall be given the opportunity to sign any documentation related to discipline.

ARTICLE 9. -NOTICES

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

ARTICLE 10. -GRIEVANCE PROCEDURE

SECTION 1. Every employee shall have the right to present his or her grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. The Employer shall only be required to resolve grievances with the grievant or Local 436 or its representative. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

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

(b) Grievant- The "grievant" shall be defined as any employee, group of employees within the bargaining unit, or Local 436.

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

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

(a) Except at Step 1, all grievances shall include the name and position of the Grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the
grievance procedure. Each decision shall be transmitted to the grievant and Local 436.

(c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Manager and having said matter informally adjusted without the intervention of Local 436, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted

without formal determination, pursuant to this procedure, such adjustment shall be binding upon the grievant and shall in all respects, be final.

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

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

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

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

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

Step 1: An employee who believes he may have a grievance shall notify the Manager of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. An informal meeting will be scheduled with the Manager, the employee, and the Local 436 representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in the dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant or the Local 436 representative and presented as a grievance to the Water Reclamation Director or his designee within five (5) days of the informal meeting or notification of the Manager's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Manager fails to give the employee an answer. The Water Reclamation Director or his designee will schedule a meeting with the employee and a Local 436 representative, if such representation is requested by the employee, within seven (7) days of the notice of the employee, and shall give his answer within seven (7) days of the meeting.

Step 3: If the Local 436 representative is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his or her Local 436 representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee and his or her Local 436 representative within ten (10) days from the date of the hearing. If Local 436 is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 11. ARBITRATION PROCEDURE

SECTION 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days (postmarked) after the receipt of the decision at Step 3, Local 436 may submit the grievance to arbitration by notifying the Employer in writing of such fact. Within ten (10) days after receipt of such notice, the parties shall mutually request the American Arbitration Association (AAA) to submit a panel of arbitrators in accordance with the rules of the AAA.

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

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

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

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

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

ARTICLE 12. -GENDER AND PLURAL

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

ARTICLE 13. -OBLIGATION TO NEGOTIATE

SECTION 1. The Employer and Local 436 acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2. Therefore, for the life of this Agreement, the Employer and Local 436 each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

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

ARTICLE 14. -CONFORMITY TO LAW

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

SECTION 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. In the event any provision is rendered invalid, upon request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification.

ARTICLE 15. – WORK HOURS

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

SECTION 2. The Director will continue to be responsible for scheduling all employees. The Director will give all employees at least two (2) weeks advance notice of any schedule changes, except substitutions due to absenteeism, emergencies or other unforeseen circumstances.

SECTION 3. Any issues arising hereunder shall be topics for discussion at Labor-Management Committee meetings.

ARTICLE 16. – VACATIONS

SECTION 1. For purposes of vacation, an employee shall be entitled to vacation based upon his or her total years of service with the City. Eligibility for vacation shall commence no sooner than one year from an employee's date of hire as a full-time employee, provided that such employee has worked a minimum of 1,040 hours in the preceding twelve months of his or her anniversary date.

SECTION 2. For purposes of computing an employee's service time for vacation entitlement, those employees hired prior to July 5, 1987 shall be given credit for service time with the State

of Ohio or any of its political subdivisions. For those employees hired on or after July 5, 1987, they shall be entitled to service time with the City only, except for the following:

In instances where an employee had prior service credit with the City on a part-time basis, credit shall be given for such part-time service with the City based upon the number of hours actually worked as a part-time employee in relation to 2,080 hours for a full year of credit.

SECTION 3. Eligibility.

(1) Each eligible employee shall be entitled to vacation based upon his or her total years of service on the anniversary date of hire, provided that the employee has worked or was paid compensated absence time for a full year prior to their anniversary date, as follows:

Years of Service	Vacation Time (Weeks)
1 to 4	Two
5 to 11	Three
12 to 14	Four
15 to 16	Four, and one additional day
17 to 18	Four, and two additional days
19 to 20	Four weeks, and three additional days
21 to 22	Four weeks, and four additional days
23 to 25	Five weeks
26 to 30	Five weeks, and additional day for each year from 26-30 years.
30 or more	Six Weeks

If an employee was not paid for a full year prior to their vacation anniversary date, and was on unpaid leave of absence, they shall not earn or accrue vacation time during their unpaid leave. An employee that has unpaid leave shall have their vacation entitlement adjusted accordingly on his/her following vacation anniversary date only, and not future vacation anniversary dates following a fully paid year.

SECTION 4. All vacation shall be taken during the twelve-month period following the employee's anniversary date of hire, and shall be forfeited if not used by the next anniversary date, 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 anniversary date on which it would have been forfeited. City Council shall be informed annually of employees who had vacation carryover approved and the amount.

SECTION 5. In the event of termination of employment with the City for any reason except disciplinary discharge, each employee shall be entitled to payment for unused and accrued vacation in proportion to the days actually worked if he or she had been continuously employed.

ARTICLE 17. HOLIDAYS AND PERSONAL DAYS

SECTION 1. The employees shall be entitled to the following paid holidays at 8 hours per day: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the employee's birthday. In the event that the service demands of the Water Reclamation plant require that an employee work on any of these holidays, the employee shall be permitted

equivalent paid time off for each such holiday worked. If an employee is not afforded paid time off for a holiday worked, he or she shall be paid for such holiday at his or her rate of one and one and one half times their regular rate of pay in effect when the holiday occurs, after the end of the calendar year in which the holiday occurred, provided that no more than three such holidays are permitted in any calendar year all subject to the provisions of Section 1.A below. The employees shall also be entitled to two (2) paid personal days per year at his or her regular rate of pay with such days to be taken with the approval of the Water Reclamation Director.

SECTION 1. A.:

The holiday compensation at one and one half times the hourly rate for hours worked set forth in Section 1 above is specifically conditioned upon all of the following:

a. The Safety Committee chairman, vice-chairman and all members receive no additional compensation for their services on such committee; and
b. The Safety Committee is staffed on a voluntary basis throughout the term of this agreement; and
c. The Safety Committee continues to function in its present capacity and performs all tasks and assignments given to it by the employer.

Should any of the above conditions not be met at any time during the term of this agreement, the holiday compensation set forth in Section 1 above shall revert to the employee's regular rate of pay in effect when the holiday occurs as was set forth in the prior collective bargaining agreement between the parties hereto including employees who are scheduled to work on Christmas, Thanksgiving and New Year's Day to be paid at the rate of one and one-half times their hourly rate of compensation for hours worked. However, if the City dissolves the Safety Committee, then the above reversion shall not occur and the holiday compensation shall remain at one and one-half times the hourly rate for hours worked.

SECTION 2. Employees who are required to work on an emergency basis on Christmas, Thanksgiving and New Year's Day shall be compensated for such service at the rate of two times their hourly rate of compensation for hours worked.

ARTICLE 18. -SICK LEAVE

SECTION 1. The employees shall accrue, for each eighty hours of service, a sick leave credit in the amount of four and six-tenths hours with pay. The use of such credit shall be permitted for any of the following; personal illness; pregnancy; injury; exposure to contagious disease, and/or illness or injury in the employee's immediate family. The Council Finance Committee may increase the sick leave credit for good cause with the adoption of an appropriate resolution.

SECTION 2. "Immediate Family" shall be defined as follows: An employee's children or the employee's spouse, step-children or parents. Proof of such relationship may be required by the City.

SECTION 3. Sick leave credit shall be cumulative, limited as noted herein. When sick leave is used, it shall be deducted from the employee's accrued balance on an hour-for-hour basis for every hour of absence from previously scheduled work, except that absence from previously scheduled work because of death in the immediate family, with the approval of the Director, not exceeding three days, shall not be so deducted. The appointing authority and/or the Director for

each employing unit may require an employee to furnish satisfactory documentation upon request to justify the use of sick leave by an employee. However, in all instances where medical attention was required or when an absence is for three or more consecutive scheduled work days, the employee may be required to furnish written documentation stating the nature of the illness or injury to justify the use of sick leave. Falsification of any such documentation, or falsely using sick leave, shall be grounds for disciplinary action, including dismissal.

SECTION 4. In the event that an employee is temporarily disabled and uses all of his or her accumulated sick leave, said employee may request that the City continue to provide group hospitalization coverage for the duration of said disability. Such request shall be made in writing to the Mayor for consideration by the Council Finance Committee.

SECTION 5. Previously accumulated and unused sick leave credit of an employee who has been separated from public service shall be placed to his or her credit upon re-employment in public service, provided that such re-employment takes place within ten years from the date of separation.

SECTION 6. Upon the retirement or death of an eligible employee, the employee, or his or her spouse and/or legal representative shall, upon written notification to the City, be entitled to a lump sum payment for the accumulated and unused sick leave credit subject to the limits as detailed in the Solon Codified Ordinances. For the purposes of this section, an employee shall be deemed to be retired when he or she applies for and obtains a retirement pension under pension plans afforded employees as a result of their public employment.

SECTION 7. In the event of the retirement or death of an employee, payment of accumulated and unused sick leave credit shall be determined as follows:

(1) Employees hired prior to January 1, 1989, shall be paid for the first 960 hours of accumulated and unused sick leave credit on an hour-for-hour basis. All sick leave credit in excess of 960 hours shall be paid on the basis of one hour for every three hours accumulated and unused.

(2) Employees hired on or after January 1, 1989, shall be paid for the first 360 hours of accumulated and unused sick leave credit on an hour-for-hour basis. All sick leave credit in excess of 360 hours shall be paid on the basis of one hour for every four hours accumulated and unused.

SECTION 8. On or before December 1, and each year thereafter, an employee credited with sick leave credit up to a maximum of 120 hours per calendar year may elect to convert such credit into a cash benefit, or carry forward such credit to his or her balance. The conditions for the cash conversion shall be as follows:

(1) An employee must have at least 360 hours of sick leave credit at the end of each calendar year, exclusive of the 120 hours of sick leave credit earned for the current year in which the election is made.

(2) An employee may convert all sick leave credit earned and unused in that calendar year of election to a cash benefit at the rate of three-eighths, payable at the employee's current hourly rate, excluding longevity, differentials, bonuses, premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation. 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.

ARTICLE 19. -FUNERAL LEAVE

Funeral leave shall be granted for employees, up to a maximum of three scheduled work days off with pay for attendance of the funeral of an employee's immediate family. Immediate family shall be defined as an employee's spouse, children, step children, parents, brother, sister, father-in-law, mother-in-law, brother–in law, sister-in law, grandparents, grandparents-in-law, grandchildren and grandchildren-in-law. Proof of such relationship may be required by the City.

ARTICLE 20. -LONGEVITY PAY

All employees shall be entitled to compensation for longevity, to be paid in equal installments coinciding with the employee's normal pay. Such compensation shall be determined as follows:

(a) Employees hired prior to January 1, 1989, shall be entitled to longevity pay which shall be calculated as an additional one-half of one percent of the base salary for each full year of service. Employees hired on or after January 1, 1989, shall be entitled to longevity pay which shall be calculated as an additional one quarter of one percent of the base salary for each full year of service. For employees hired after December 31, 1986, the payment of longevity shall begin on January 1 following five full years of service.

(b) Full years of service shall be calculated on the employee's anniversary date of hire year and the compensation shall be adjusted to reflect any increased amount on the first pay following January 1, 1998, using the salary in effect at that time, and each subsequent January 1. An employee shall be credited for time served during his or her probationary period for purposes of calculating longevity pay. With the exception of allowed absences, including vacation, holidays, sick leave, disciplinary suspension and authorized leaves of absence, any other absences shall be deemed a termination of an employee's eligibility for the purposes of determining his or her eligibility for longevity.

(c) For employees hired prior to January 1, 1989, the maximum longevity pay shall be ten percent. For employees hired on or after January 1, 1989, the maximum longevity pay shall be five percent.

ARTICLE 21. - TRAVEL ALLOWANCE

When an employee is authorized to travel on official City business, the City shall provide for mileage reimbursement and for related expenses, as follows:

(a) All employees who are authorized to travel on official business with the written approval of the Director shall be compensated in an amount equal to the current amount permitted to be deducted by the Internal Revenue Service for such use. Such compensation will not be afforded an employee when he or she has available to him or her a City-owned vehicle.

(b) An employee who is authorized to travel on official business shall be reimbursed for meals, including tips to restaurant employees in the amount not to exceed fifteen percent of the bill, pursuant to the Federal Standard Meal Allowance currently in effect as of January 1, of each

year and sales tax on meals purchased in restaurants, and incidental expenses, including tips to cab drivers in an amount not to exceed fifteen percent of the bill. All other travel-related expenses (e.g. airfare, transportation, accommodations, etc.) shall be reimbursable with a valid receipt.

(c) The Director of Finance is hereby authorized to establish procedures for reimbursement relating to this article.

ARTICLE 22: - HEALTH CARE INSURANCE

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

2) During 2016 and 2017, all members shall be entitled to enroll into one of the two health care plans offered by the City. The two plans are Plan A and Alternate Plan B and are attached as Exhibits B and C respectively. Effective January 1, 2018, Plan A and Plan B will no longer be offered. Plan 1, Exhibit D will become effective as of January 1, 2018.

3) Monthly contributions are required only if:
    a) The City seeks requests for proposals for health insurance coverage that year and,
    b) The city wide Joint Medical/Hospitalization Insurance Committee has been convened and has the opportunity to review alternative insurance coverage plans and make recommendations to the City.
    c) All eligible non-bargaining employees are subject to the same modifications on Exhibits B and C effective January 1, 2016 through December 31, 2017. Effective January 1, 2018 through December 31, 2018, all eligible non-bargaining employees are subject to the same modifications on Exhibit D (Plan 1).

4) In 2016 and 2017, employees may elect to join the City's Alternative Health Insurance Plan which provisions are also shown in the following table on *Exhibit C (Plan B)*. Employees electing to join the Alternative Health Insurance Program shall have no responsibility to contribute towards the premium charges.

5) 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.

6) For purposes of this health care insurance, the employee's immediate family shall include his spouse and all children up to age twenty-six.

7) 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.

8) 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.

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

10) Employees shall be eligible for a term life insurance policy in the amount of $25,000.00. Basic Life and AD&D benefits reduce by 50% at age 70, and further reduce to 25% of the face amount upon age 75. Benefits terminate at retirement or resignation.

11) Employees and their family members covered by the city's health insurance plan may use mail order if they are on maintenance prescriptions (three months or more).

12) 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 Network Hospital in an emergency.

13) Preventive Care in all plans shall include colonoscopies for individuals age fifty (50) and over, in accordance with the Affordable Care Act (ACA).

14) Effective January 1, 2016 the members electing Plan A will be subject to the following maximum contribution schedule listed below:
January 1, 2016 = 7% of COBRA Rates for Medical and Prescription for Plan A

January 1, 2017 = 7% of COBRA Rates for Medical and Prescription for Plan A

January 1, 2018 = $30/month for single coverage or $60/month for family coverage, or 4% of COBRA Rates for Medical and Prescription for Plan 1, whichever is lower.

The table on the *attached Exhibit B* includes the current Plan A. Exhibit C includes the current Plan B. Exhibit D includes Plan 1, which will become effective January 1, 2018.

ARTICLE 23. -USE OF CITY VEHICLES

The purpose of this Section is to provide a clear set of policies and guidelines regulating the use of City owned vehicles by the employees and to avoid any conflicts or misunderstandings regarding their use. Any violations of this Section may result in disciplinary action including, but not limited to, verbal warning, written reprimand, time off without pay (suspension), loss of use of vehicle, termination or fine. The City vehicle policy and guidelines are as follows:

SECTION 1. City owned vehicles are to be utilized exclusively for City business and matters relating to the operation of the services provided by the City of Solon to the community. This policy covers all vehicles owned by the City of Solon.

SECTION 2. No City vehicle shall be used or operated for the daily purpose of transporting any City employee to and from work.

SECTION 3. The Finance Director shall report the use of vehicles in accordance with the guidelines of the Internal Revenue Service Code. The vehicles are not an inducement for employment nor should they be considered as compensation.

SECTION 4. Any proposal for vehicles to be used for commuting privileges shall be subject to the approval of the Mayor and submitted in ordinance form for Council's subsequent approval or rejection.

SECTION 5. No employee shall operate a city vehicle or heavy equipment or machinery if any of the following apply:

A. The person is under the influence of alcohol or any drug of abuse, or the combined influence of alcohol and any drug of abuse.

B. The person has a concentration of four-hundredths (.04) of one percent or more by weight of alcohol in his blood.

C. The person has a concentration of four-hundredths (.04) of one gram or more by weight of alcohol per two hundred ten liters of his breath.

D. The person has a concentration of six hundredths (.06) of one gram or more by weight of alcohol per one hundred milliliters of his urine.

SECTION 6. Non-employees are not permitted to ride in a City vehicle except for business-related reasons (i.e.; carpooling to a permitted function). Only in extreme emergency (i.e.; safety) would a non-employee minor under the age of 18 years old be permitted to ride in a City vehicle. Activities such as routinely dropping children off at school or picking them up from daycare are strictly forbidden.

SECTION 7. Seatbelts are to be used at all times when driving or riding in a City vehicle.

SECTION 8. All vehicles owned or leased by the City of Solon are to be operated and maintained in a safe and efficient manner. The operator of any such vehicle shall be responsible for reporting any defect, damage or unsuitable condition of any City vehicle to the Director. All operators of City vehicles must be properly licensed in accordance with Ohio law to operate the class of City vehicle so operated and shall provide to the Director proof of being so licensed upon request and in any event each time his or her license is renewed. Each employee who operates a City vehicle must provide a copy of his or her license to the Director who shall be responsible for maintaining a current list of all employees' licenses who may operate a City vehicle.

SECTION 9. Any employee who sustains or causes injury or damage to any property while in possession or being assigned a City vehicle shall report such damage or injury immediately to any governmental authority as is required by law and thereafter promptly report in writing, the details of such occurrence to the Director. Failure to promptly report the details of any occurrence to the Director may result in disciplinary action up to and including termination.

SECTION 10. In the event an employee's driver's license expires or is revoked, suspended, forfeited or restricted in any manner, the employee shall be required to report that information within 72 hours of its occurrence to the Director, or within 24 hours of returning from vacation or other authorized leave if the expiration, revocation, suspension, forfeiture or restriction occurred during such leave.

SECTION 11. De minimis personal use of City vehicles by employees is permitted where such personal use is de minimis and incidental to his or her use of the City vehicle for the City's business, and does not result in:

i. A significant deviation from the course of travel on City business;

ii. Exposure of the City vehicle to substantial additional risk, loss or damage;

iii. Exposure of the City to substantial additional risk of liability.

SECTION 12. City owned gas and other vehicle fluids and parts shall be placed into City vehicles only. No employee is permitted to place City owned gas or other fuel in his or her personal or other private vehicle under any circumstances.

SECTION 13. Employees who operate their personal vehicle for City business shall be paid a mileage allowance in accordance with established City code.

SECTION 14. All vehicles owned or leased by the City of Solon shall display the City emblem and vehicle number.

SECTION 15. It is the responsibility of the Director to provide, keep and maintain mileage logs regarding use of vehicles.

ARTICLE 24. -PROTECTIVE GEAR ALLOWANCE AND CALL-OUT PAY

SECTION 1. Employees shall be entitled to a protective gear allowance of up to three hundred and twenty five dollars ($325) with paid receipts each calendar year. These protective gear purchases must comply with the Water Reclamation Department's standards as defined by the Water Reclamation Department Director. The Employer shall provide the necessary type and quantity of uniform sets and laundry service for each bargaining unit member as currently provided. Winter weight jackets and insulated coveralls or insulated bibs shall be provided on a wear and tear basis as currently provided.

SECTION 2. Any Bargaining Unit Member who is called in on an emergency basis shall be paid for not less than three hours.

ARTICLE 25. - RE-EMPLOYMENT RIGHTS

An employee whose employment is terminated for any reason except discharge for cause, and who is subsequently re-employed by the City in any capacity, where such re-employment is for a continuous period of not less than two years, shall be entitled to longevity pay, vacation pay and sick leave credit based upon his or her previously accumulated total years of employment by the City. Such entitlement shall commence no sooner than the above-referenced period of two years of continuous re-employment.

ARTICLE 26. -IMMUNIZATIONS

The City shall, where appropriate, provide immunizations for employees at no cost to the employees.

ARTICLE 27. -NATIONAL GUARD AND RESERVE DUTY

Commencing with the effective date of this Agreement, there is hereby established a policy of maintaining the wages, benefits, and other terms and conditions of employment for employees, when he or she is performing service in the uniformed services under Ohio R.C. 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 his or her service in the uniformed services as defined in Ohio R.C. 5903.01 (G) and (H), and any amendments thereto, and as set forth in Ohio R.C. 5923.05 (A), (B) and (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 R.C., 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 his/her gross base military pay and the city's gross base pay while the employee remains in military service. In addition, the employee shall be entitled to receive all their respective benefits during both the initial period and extended period of pay while in military service. Said sections of the Ohio Revised Code are hereby incorporated by reference as if fully set forth in this Agreement.

ARTICLE 28. -JURY DUTY

An employee who is called to jury duty, and who is actually engaged in such duty, during regularly scheduled work hours, shall be paid his or her regular compensation, less any compensation he or she may receive for such duty. Documentation of attendance and proof of compensation shall be required.

ARTICLE 29. – EDUCATION, TUITION REIMBURSEMENT, CERTIFICATIONS AND LICENSES

The employees shall be entitled reimbursement as follows:

(a) Employees who are required by the Director to attend a school or formal training session during their normal working hours shall receive their full pay, and the City shall pay for all required tuition, fees and related expenses. If an employee attends such program at times other than normal working hours, at the direction of the Water Reclamation Director, the employee shall be compensated for such time a rate of one and one-half times his or her hourly rate, or be provided with equivalent time off at the discretion of the employer. In this instance, the City shall cover the cost of tuition, fees, and related expenses.

(b) In the event that an employee attends a school or formal training, including but not limited to, obtaining all necessary contact hours associated with maintaining or obtaining the Wastewater Treatment license or certification, at time other than his or her normal working hours, and when not required by the Water Reclamation Director, the City may, at its discretion, reimburse the employee for any required tuition, fees, and related expenses, provided that the

employee has obtained advanced written approval for said training from the Water Reclamation Director and the Mayor.

(c) Employees who receive education, tuition reimbursement, certifications and licenses and voluntarily leave employment prior to three years from the date of their last reimbursement, will be required to pay back all reimbursed money. To further clarifiy, this reimbursement is not prorated. A full three years of employment is required. This does not include reimbursements for required licenses or the maintenance of contact hours. Voluntary leave does not include disability retirement. The City may deduct amounts for this purpose from the departing employee's final paycheck(s). The Director of Law may institute legal proceedings to collect any remaining unpaid tuition reimbursement.

(d) Any Amendment to Solon Codified Ordinance §260.18 shall apply to the above provisions.

ARTICLE 30. -PENSION; SALARY REDUCTION; PICK-UP PLAN

The City shall make contributions for covered employees to the Public Employees Retirement System of Ohio, consistent with the salary reduction plan requirements of Section 414(h)(2) of the Internal Revenue Code. The pick-up is mandatory and no covered employee shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Public Employees Retirement System of Ohio.

(a) The City specifically acknowledges that the contributions, although designated as employee contributions for purposes of the Public Employees Retirement System of Ohio, are to be paid by the City in lieu of contributions by its covered employees.

(b) The City shall pay to the Public Employees Retirement System of Ohio the contributions designated as employee contributions, and it shall pay the same from the same source of funds used in paying salaries and/or wages to the covered employees.

(c) The Director of Finance is hereby directed to implement all procedures necessary in the administration of the pay of all persons to the effect the salary reduction of all statutorily required contributions to the Public Employees Retirement System of Ohio so as to enable the aforementioned covered employees to obtain the resulting Federal and State tax deferments and other attendant benefits.

(d) The pick-up plan, as set forth in this section, may be amended from time to time to satisfy any additional requirements which may arise as a result of any future amendment to Section 414 (h)(2) of the Internal Revenue Code.

(e) The amount of the covered employees' mandatory contributions to be picked-up by the City may be changed from time to time by legislation adopted by Council.

ARTICLE 31. -COMPENSATION

All Bargaining Unit Members shall receive an increase to their base rate of pay by **2.25% on January 1, 2016; 2.25% on January 1, 2017; and 3.00% on January 1, 2018.** Any new Bargaining Unit Member hired during the term of this Agreement shall be compensated at a rate mutually agreed upon by Local 436 and the City of Solon.

ARTICLE 32. -OVERTIME COMPENSATION

SECTION 1. Except as otherwise provided in this Agreement, Bargaining Unit Members shall be compensated for hours in excess of forty scheduled hours worked per calendar week, or in excess of their regular scheduled workday worked per calendar day, or for hours worked for any unscheduled work in any day, at the rate of one and one-half times their established hourly compensation.

SECTION 2. In lieu of overtime compensation, and with the concurrence of the Director, an employee may bank not more than fifty-six (56) hours of compensatory time off. Such time shall be calculated at the rate of one and one-half hours of compensatory time for each hour of overtime worked. If the time off request creates the need for another employee to work overtime and the employee is notified of such need at the time the time off is requested, the banked hours will be deducted at the rate of one and one-half for every one hour of time off requested.

ARTICLE 33. – CITY OF SOLON IMPLEMENTATION POLICY AND RULES GOVERNING CONTROLLED SUBSTANCE AND ALCOHOL TESTING FOR WATER RECLAMATION EMPLOYEES

A. Introduction

All Bargaining Unit members possessing a Commercial Driver's License (CDL) shall be subject to the Rules and Regulations Governing Drug and Alcohol testing in accordance with Title 49 of the Code of Federal Regulations. The parties are committed to maintaining an efficient, effective and safe work environment in order to safeguard personnel, property, equipment and the citizens being served. The Employer and the public also have a reasonable expectation that employees will be free from the effects of drugs and alcohol. The Employer has the right to expect employees to report for work fit and able for duty. As a result, the Employer and the members of this bargaining unit agree that it is the purpose of this article to absolve or eliminate illegal drug usage and/or alcohol abuse problems through education and rehabilitation of any affected employee.

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

B. Post-Accident Testing

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

1. While driving a City vehicle the employee is involved in an accident and is cited for a moving violation of any kind, and,
2. Any involved vehicle requires towing from the scene, and,
3. Any personnel involved requires medical treatment away from the scene of the incident, and,
4. Injury occurs that requires medical treatment beyond the first aid and/or lost time, and,

5. Damage to property exceeds $2,000 (Two Thousand Dollars and 00.100).

C. Reasonable Suspicion Testing

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

D. Random Drug and Alcohol Testing

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

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

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

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

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

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

E. Testing and Methodologies

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

1. Medical Review Officer

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

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

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

2. Sample Collection

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

Blood or urine samples will be submitted as per National Institute on Drug Abuse (NIDA) standards and D.O.T. guidelines under 49 CFR Part 40. Employees have the right to have a witness or a designated representative present during the collection/submission of any sample, unless this causes a delay beyond thirty minutes for such collection/submission.

The collection site will operate using non-federal testing that follows the federal model. A sufficient sample will be collected in all cases to provide for split specimen testing.

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

3. Alcohol Testing

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

A preliminary test result of .04 grams per 210L of breath will be considered positive. Preliminary test results that are below .04 shall result in the discontinuation of testing. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the bargaining unit member requests a blood alcohol content test. Sample handling procedures as detailed in subsection E (2) above shall apply. A confirmatory test result of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

4. Laboratory Procedures

The laboratory utilized for blood and urine testing will be designated by the Employer after a recommendation of the Teamster Local 436 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 members of Teamsters Local 436 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. If initial testing results are positive, the results shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques.

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

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

The laboratory will report to the MRO and subject to the MRO's investigation of alternative medical explanations, positive results in the case where both the preliminary and confirmatory test results are positive as to the same sample and the MRO's independent investigation provides no reasonable alternative medical explanation. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.

In the event that tests are altered, invalid, diluted positive or positive test results, upon request to the MRO, each covered employee will be provided with a report of the confirmed positive results of each test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the Employer by the laboratory.

F. Positive Test Results

In the case of alcohol testing, if a covered employee tests at a level greater than .04 grams per 210 liters of breath during the preliminary test, that employee will be immediately relieved from duty and not permitted to return to work for 24 hours following the administration of the test. In the event the 24 hour time period overlaps an employee's regularly scheduled shift, the employee may use any leave other than sick or compensatory time, to cover the overlapping time period. No further action will be taken until the results of confirmatory blood tests are received through the MRO.

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. Any costs over and above any applicable insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use any accrued and earned paid time off for the necessary time off involved in the rehabilitation program. Once the employee successfully completes the required rehabilitation treatment, they shall be returned to regular full duty status. Once all follow-up care has been completed, and five (5) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to drug/alcohol testing and treatment.

If an employee declines to participate in the EAP, they shall be immediately subject to

disciplinary action as per the Department Rules and Regulations and in accordance with Article 8.

If an employee tests positive for drugs and/or alcohol during the twenty-four month period after initial entry into the EAP, they shall be subject to disciplinary action as per the Department Rules and Regulations and in accordance with Article 8. The employee shall be solely responsible for any costs, not covered by insurance, which arise from necessary additional counseling or treatment.

If an employee tests positive for drugs and/or alcohol a second or subsequent time, after completion of a required EAP and the passing of the twenty-four month quarterly testing period, they shall be subject to disciplinary action as per the Department Rules and Regulations up to and including discharge and in accordance with Article 8.

Any employee who fails to provide a sample or appear for testing under any of the three testing circumstances in Sections B, C, and D of this Article will be considered to have a positive test result for purposes of disciplinary actions in accordance with Article 8.

G. Employee Rights

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

The Teamsters Local 436 and/or the employee, with or without the Teamsters Local 436, shall have the right to file a grievance concerning any aspect of this Article in accordance with Article 10, including, but not limited to: contesting the basis for reasonable suspicion testing under Section C above, contesting the administration of any required test, contesting the significance and accuracy of any test, and contesting the consequences of any required test or result. The Parties agree that this Article is in no way intended to restrict, diminish or otherwise injure or impair any legal right that an employee may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Teamsters Local 436.

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

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

The Employer agrees that any communication, whether verbal, written, electronic or

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

H. Testing Program Costs

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

I. Employer's Responsibility

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

J. Changes in Testing Procedures

The Parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide for more accurate testing. In that event, the Parties will bargain in good faith whether to amend this Article to include such improvements. If the Parties are unable to agree on amendments there is no obligation on either Party to negotiate, in accordance with Article 13.

K. Conflict with Laws

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

ARTICLE 34. -LAYOFFS

1) Upon notification to the Union and its member, members of the bargaining unit may be laid-off only for lack of work or lack of funds.

2) In the event of a layoff situation, members of the bargaining unit will be laid-off in accordance with their departmental seniority (last hired, first laid off). Senior qualified employees may exercise their bumping rights in the event of a layoff by displacing a less senior employee.

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

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

5) In the event of a layoff, all part-time employees will be first laid-off, then full-time employees who volunteer for the layoff, then all probationary employees next and finally full-time employees by seniority.

6) If the City desires to contract out services now being performed by the members of the Union which results in layoffs, the City shall give sixty (60) days notice to the Union and to the affected employees. The Union shall have the right to submit a competitive proposal for consideration by the City.

ARTICLE 35. –SAFETY AND HEALTH

SECTION 1. The Employer and employees shall work together to make reasonable provisions for the safety and health of the employees at various facilities during the hours of employment. All stations, trucks and process units operated by the Employer shall be equipped with adequate first aid equipment. Proper heating, ventilating and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and employees. Equipment shall be maintained in safe operating conditions at all times by the Employer.

SECTION 2. Employees shall be responsible for following reasonable safety rules and regulations of the Employer, and properly using provided safety gear. Employees shall be responsible for maintaining the cleanliness of the various work areas where work is performed, such as sweeping, proper storage of tools and equipment.

SECTION 3. Complaints involving unsafe equipment or conditions are to be reported to the Director. If the Director finds the equipment to be unsafe he will "red tag" the unsafe equipment. Employees shall not operate unsafe equipment until proper repairs are completed.

SECTION 4. Should unsafe conditions or equipment not be addressed by the City after being reported to the appropriate supervisor, the issue may be brought to a Safety Committee meeting. If the issue is not resolved at a Safety Committee meeting, employees or the Union may file a grievance at step three (3) of the grievance procedure.

SECTION 5. The Employer shall make a reasonable effort to comply with federal, state and local safety and health laws, rules and regulations.

SECTION 6. The Safety Committee shall consist of a Chairman, Vice-President and three (3) regular members.

ARTICLE 36. –CONDITIONS OF EMPLOYMENT

SECTION 1. **Commercial Driver's License (CDL):** All full-time employees within the bargaining unit shall have the required CDL as a condition of employment with the Employer. Employees shall have 2,080 hours to obtain the required CDL. However lab technicians and industrial inspectors are not required to obtain said license. In addition, all employees are required to obtain and maintain any additional licenses or endorsements necessary to perform assigned work.

An employee who loses or who allows or causes the expiration of his/her CDL through negligence or neglect may be subject to disciplinary action. Full-time employees who maintain a Commercial Driver's License in good standing shall receive an annual benefit of $400 and all other employees shall receive an annual benefit of $150. Both benefits to be paid before December 1st of each calendar year.

SECTION 2. Wastewater Treatment License: Bargaining unit employees who hold classifications in which they are required to have and maintain a valid license, must do so as a condition of their employment with the City. Bargaining unit employees are responsible for obtaining all necessary contact hours associated with maintaining the wastewater treatment licensure with the City to reimburse the employee following Article 29 (b) of this Agreement. All employees must renew their license as required by law, with a six month grace period, as a condition precedent to continued employment. Failure to so renew shall be grounds for disciplinary action. An employee who repeatedly loses, allows or causes the expiration or invalidity of his/her required license shall be subject to disciplinary action. Employer shall reimburse for renewal of Wastewater / Lab Analyst Treatment licenses and CWEA Maintenance certifications.

SECTION 3. **Safety Sensitive Employees:** All bargaining unit employees shall be deemed to be "safety sensitive" employees and shall be subject to the Employer's drug and alcohol testing policy as set forth in Article 33 of this Agreement.

SECTION 4. **License Certification**
Any bargaining unit member who obtains the following licenses/certifications, if being used in their daily work, shall receive the appropriate stipend amount listed below if approved by the Director. Employees hired prior to January 1, 2010 may have received increases in base pay as a result of license/certification and are not eligible for additional stipend pay if they had achieved the I grade level.

Such annual stipend increase for each license/certification obtained, shall be paid in twenty six (26) equal payments throughout each year. If any bargaining unit member transfers to another division (Maintenance, Operations, or Lab), such member shall be placed by the Director at the stipend amount that the member qualifies for. Such increase shall be removed if the member stops using such license in his work.

Eligible employees may obtain up to four (4) stipends for obtaining the following licenses/certifications:

A. **Operators: Waste Water I license $1.00 stipend; Waste Water II license $1.25 stipend; Waste Water III license $1.25 stipend; Lab Analyst I license $1.00 stipend.**

B. **Maintenance: Waste Water I license $1.00 stipend; CWEA I license $1.25 stipend CWEA II license $1.25 stipend; CWEA III license $1.00 stipend.**

C. **Lab Analyst: Waste Water I license $1.00 stipend; Lab Analyst I $1.25 stipend; Lab Analyst II $1.25 stipend, Lab Analyst III license $1.00 stipend.**

Eligible employees will be able to earn up to a maximum of four (4) stipends based on categories listed above.

Note: Any employee who achieved the Grade level I on Solon's non-bargaining wage schedule, shall not be eligible for any of the additional stipends listed above.

Maintenance personnel currently not eligible to earn additional stipend pay as determined in paragraph 1 of this section, will be eligible to earn a one-time bonus equivalent to one dollar ($1) an hour ($2,080.00) upon submittal of a valid CWEA Class III certification. This certification must be maintained and kept valid according to all requirements mandated by the CWEA.

Certification testing fees will be reimbursed upon submittal of a valid certification or license.

Below is the current contract wage scale.

	BASE RATE		
POSITION	**2.25% Jan 2016**	**2.25% Jan 2017**	**3.00% Jan 2018**
OPERATOR IN TRAINING	**$20.3116** **$42,248.13**	**$20.7686** **$43,198.69**	**$21.3917** **$44,494.74**
OPERATOR	**$22.4496** **$46,695.17**	**$22.9547** **$47,745.78**	**$23.6433** **$49,178.06**
LAB ANALYST	**$22.4496** **$46,695.17**	**$22.9547** **$47,745.78**	**$23.6433** **$49,178.06**
MAINTENANCE	**$22.4496** **$46,695.17**	**$22.9547** **$47,745.78**	**$23.6433** **$49,178.06**

ARTICLE 37. -SENIORITY

SECTION 1. Seniority shall be determined by continuous service in the Water Reclamation Plant calculated from the date of employment. Continuous service shall be broken only by resignation, discharge for just cause or retirement.

SECTION 2. Any employee who leaves the bargaining unit for any position within the city of Solon and is subsequently rehired into the bargaining unit shall not accumulate seniority during their absence but shall maintain all seniority previously earned.

SECTION 3. Employees shall be on a NON-CONTESTABLE probationary period, defined as 2,080 hours. Upon completion of such probationary period the employees' seniority shall date from the date of hire.

ARTICLE 38. -PERMANENT VACANCIES AND NEW POSITIONS

When a vacancy occurs or a new position is created, the Employer will look first to filling the vacancy or new position from among the existing Employees of the bargaining unit at the Water Reclamation Plant, excluding all newly hired probationary employees unless no non-probationary employees bid on such a vacancy or new position. When a vacancy occurs or a new position is created, the Employer will post such vacancy or position for a period of ten (10)

calendar days. After reviewing the names on the bid sheet at the conclusion of the posting period, the Employer shall develop an assessment process and establish a satisfactory passing grade and then make its selection based on seniority, skill and ability, work performance and attendance. However, after reviewing the names on the bid sheet, should the Employer decide no one on said sheet is qualified for the position based on seniority, skill and ability, the Employer has the right to hire an individual not on said sheet.

An Employee who is promoted to a Bargaining Unit position shall be on a Non-Contestable ninety (90) day probationary period. If such employee unsuccessfully completes his probationary period, he shall return to his former position.

ARTICLE 39. –SEPARATION OF EMPLOYMENT

All compensation due an Employee upon discharge, separation or termination shall be as provided in the Solon Codified Ordinances and all amendments thereto. All City property shall be immediately returned to the City upon such discharge, separation or termination before any compensation that is due shall be paid.

ARTICLE 40. TERM OF THE AGREEMENT

This contract shall be in effect from January 1, 2016 through December 31, 2018.

ARTICLE 41. MISCELLANEOUS

(a) **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.

(b) **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.

(c) **Labor-Management Committee**: There shall be a Labor-Management Committee consisting of a minimum of two (2) Union Representatives, the Mayor or his designee, and one (1) additional Employer Representative if desired by the Mayor. The committee shall meet at least quarterly on the first Tuesday of March, June, September and December and at the request of either party to discuss all matters of mutual concern and work to improve labor management relations.

ARTICLE 42. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of 12/01, 2015.

FOR LOCAL 436

BY _____
GARY M. TIBONI, PRESIDENT

BY _____
JOHN M. FORTESQUE, SECRETARY/TREASURER

BY _____
CHRIS PAVONE, BUSINESS REPRESENTATIVE

FOR THE CITY OF SOLON

BY _____
SUSAN A. DRUCKER, MAYOR

Approved as to form _____
THOMAS LOBE, DIRECTOR OF LAW
City of Solon

H_2O

City of Solon
Plan A
Effective 01/01/2016

Exhibit B

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Last day of the month of birthdate	
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

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 the insurance provider'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 the insurance provider 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, the insurance provider'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 the insurance provider's negotiated rate with the provider.

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

City of Solon
Plan B
Effective 01/01/2016

Exhibit C

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Last day of the month of birthdate	
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

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 insurance provider'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 the insurance provider 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, the insurance provider'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 the insurance provider's negotiated rate with the provider.

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

City of Solon
Plan 1
Effective 01/01/2018

Exhibit D

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Last day of the month of birthdate	
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

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 insurance provider'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 the insurance provider 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, the insurance provider'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 the insurance provider's negotiated rate with the provider.

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

City of Solon

Record of Ordinances

HR

Requested by
Mayor

ORDINANCE NO: 2015-259

INTRODUCED BY: Kraus

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 436, WATER RECLAMATION DEPARTMENT FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2018, AND DECLARING AN EMERGENCY

NOW, THEREFORE, be it ordained by the Council of the City of Solon, State of Ohio:

SECTION 1. That the Mayor be and she hereby is authorized and directed to enter into a Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 436, Water Reclamation Department for the period January 1, 2016 through December 31, 2018, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to approve the agreement with the Water Reclamation Department as the agreement takes effect on January 1, 2016; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 21, 2015

Mayor

ATTEST:

Carol J. McConoughey
Clerk of Council