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**AN AGREEMENT
BETWEEN
THE CITY OF SOLON
AND
THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
PART TIME DISPATCHERS**

EFFECTIVE: JANUARY 1, 2016

EXPIRES: DECEMBER 31, 2018

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ARTICLE 1
PREAMBLE

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

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; and (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

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

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

SECTION 3. Employees shall be on a NON-CONTESTABLE probationary period, as defined as 2080 hours worked. Upon completion of such probationary period the employees' seniority shall date from the date of hire.

ARTICLE 4
DUES DEDUCTION

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

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

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

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

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

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

ARTICLE 5 **AGENCY SHOP**

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

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; Hire; discipline and discharge for just cause; lay off, and promote;
- d. 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. Reorganize, discontinue, or enlarge any department or division; transfer employees (including the assignment and allocation of work) within department;
- e. Introduce new and/or improved equipment, methods, and/or facilities; Determine work methods; determine the size and duties of the work force; the number of shifts required, and work schedules; 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;

- h. 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 **EMPLOYEE RIGHTS**

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

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

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

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

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

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

SECTION 7. Written reprimands and written records of verbal reprimands that are more than two (2) years old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance or arbitration hearing, except that prior disciplinary action, regardless of the date of issuance, may be introduced for purposes of rebuttal. In addition, written reprimands and records of verbal reprimands that are more than three (3) years old shall not be used against an employee for

purposes of prior similar conduct. Suspensions that are more than four (4) years old shall not be used by the Employer to support current disciplinary action except prior similar conduct, regardless of when such conduct occurred. In no event shall records of disciplinary action be removed from any personnel file.

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

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

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

ARTICLE 8 **NO STRIKE**

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

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

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

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

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

ARTICLE 9
DISCIPLINE

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

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

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

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

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

ARTICLE 10
ASSOCIATION REPRESENTATION

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

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

ARTICLE 11
GRIEVANCE PROCEDURE

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

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

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.

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

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 under this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the grievance, if known to the grievant and a general statement of the nature of the grievance and the redress sought by the grievant. If the grievance does not contain all the required information listed above, the Chief or his designee shall have the right to reject said grievance and request a more definite grievance. The Grievant shall notify the Chief or his designee of the more definite grievance within five (5) days of the notice of such rejection and request for a more definite grievance. Failure to submit the more definite grievance within five (5) days of the notice of the Chief's or his designee's rejection set forth herein shall terminate the grievance.
- (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 the OPBA.
- (c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the shift officer or the Chief and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the grievant and shall, in all respects, be final.
- (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 his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the Assistant Chief, the employee, and the OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in the dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally as Step 1, it shall be reduced to writing by the grievant or the OPBA and presented as a grievance to the Chief or his designee within five (5) days of the informal meeting or notification if the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer.

The procedure set forth in 3 (a) above shall apply to a grievance reduced to writing herein. If a grievance complies with said procedures, the Chief or his designee will schedule a meeting with the employee and an OPBA 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 OPBA is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee and his OPBA representative within ten (10) days from the date of the hearing. If the OPBA is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 12 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 ten (10) days (postmarked) after the receipt of the decision at Step 3, the OPBA may submit the grievance to arbitration by notifying the Employer in writing of such fact. Within ten (10) days after receipt of such notice, the parties 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 hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

SECTION 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the 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 scheduled to work, for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of on duty employees in attendance exceed two (2) employees.

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

ARTICLE 13 **GENDER AND PLURAL**

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

ARTICLE 14 **OBLIGATION TO NEGOTIATE**

SECTION 1. The Employer and the OPBA 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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

ARTICLE 15
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.

ARTICLE 16
DUTY HOURS

SECTION 1. The regular workweek for all employees of the Employer covered by this Agreement will be 35 hours or less.

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

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

ARTICLE 17
OVERTIME PAY AND COMPENSATORY TIME

SECTION 1

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

SECTION 2.

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

SECTION 3.

Whenever approved by the Chief, employees attending a required school or training session for a time period of less than three (3) hours when the employee is not on duty, shall be compensated not less than three (3) hours at the rate of one and one-half (1-

1/2) times his regular hourly rate unless such hours are contiguous with an employee's scheduled shift.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

ARTICLE 18
HOLIDAYS

Employees scheduled to work on the following holidays (New Year's Day, Martin Luther King Day, President's Day, Good Friday, Columbus Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Christmas Eve and Police Memorial Day) shall be paid at the rate of one and half times their normal compensation for hours worked on a holiday.

ARTICLE 19
SICK LEAVE

The provisions for sick leave applicable to a permanent part-time employee of the city as set forth in Solon Codified Ordinance Section 260.08 (as attached in Exhibit A) shall apply to the employees hereunder.

ARTICLE 20
FUNERAL LEAVE

The employee shall be granted funeral leave for attendance of the funeral of an employee's immediate family. Immediate family shall be defined as an employee's children or the employee's spouse, step children, the employee's parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents. The amount of paid funeral leave shall be based upon the number of hours the employee would have been scheduled to work on that or those days the employee is claiming as funeral leave. The Chief shall provide and approve this amount of funeral leave time, with the employee's time record submitted to the Finance Department.

ARTICLE 21
COMPENSATION

SECTION 1.

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

	Current 2015	2016	2017	2018
Years of Service		2.25%	2.25%	3.00%
Training Rate	20.5073	20.9687	21.4405	22.0837
0 to 2,080 hours	21.9206	22.4138	22.9181	23.6056
2,080 hours to 4,160 hours	23.1474	23.6682	24.2007	24.9267
4,160 to 6,240 hours	24.3866	24.9353	25.4963	26.2612
6,240 to 8,320 hours	25.6879	26.2659	26.8569	27.6626
8,320 to 10,400 hours	26.8528	27.4570	28.0748	28.9170
greater than 10,400 hours	28.1539	28.7874	29.4351	30.3182

SECTION 2.

The Chief shall have discretion to start a new hire at a higher rate of pay other than the Training Rate.

ARTICLE 22
EDUCATIONAL PAYS

SECTION 1. Employees who are required 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 Chief, the employee shall be compensated for such time at the rate of one and a half times his or her hourly rate, or be provided with equivalent time off at the discretion of the Chief. In this instance, the city shall cover the cost of tuition, fees and related expenses. Notwithstanding anything to the contrary above, no overtime shall be paid for any training provided during an employee's regularly scheduled hours.

SECTION 2. In the event an employee attends school or formal training at times other than his or her normal working hours and when not required by the Chief, the city may at its discretion, reimburse the employee for any required tuition, fees and related expenses, and pay the employee his or her regular hourly rate for time spent in such training, provided that the employee has obtained advance written approval for such training from the Chief and the Mayor. Any other training shall be at the employee's expense.

ARTICLE 23
UNIFORM ALLOWANCE

SECTION 1: Each newly hired probationary employee shall receive a uniform allowance in the amount of \$200.00 after successfully completing the City's training requirements. In the event an employee leaves the employ of the City, said employee shall be required to reimburse the City pro-rated amount of the uniform allowance based on the number of

months actually worked during the anniversary year (i.e. if an employee leaves the employ of the City after working eleven (11) months, he shall be required to reimburse the City one-twelfth (1/12) of the uniform allowance.)

SECTION 2: All non-probationary employees shall receive an annual uniform allowance in the amount of \$400.00, which shall include footwear approved by the Chief. This amount shall be paid on or before March 1 of each calendar year. If an employee leaves employment with the City, the uniform allowance shall be pro-rated as applicable.

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

ARTICLE 24 **MISCELLANEOUS**

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

SECTION 2: The OPBA shall be allowed one locked bulletin board for official OPBA notices and a mailbox at the police station.

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

ARTICLE 25 **CONTROLLED SUBSTANCE AND ALCOHOL TESTING**

Such policy shall be labeled as Exhibit B and shall be attached hereto.

ARTICLE 26 **LAYOFFS**

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

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

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

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

ARTICLE 27 **LABOR-MANAGEMENT RELATIONS**

In the interest of sound Labor-Management relations, the Safety Director and/or his designee may meet with representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship. This Article does not

modify Article 14, nor shall it substitute for the grievance and arbitration provisions of this agreement.

ARTICLE 28
SAVINGS CLAUSE

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

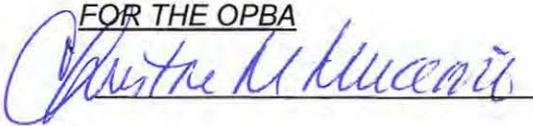
ARTICLE 29
DURATION OF AGREEMENT

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective on January 1, 2016 and shall remain in full force and effect until December 31, 2018 and from year to year thereafter unless either party desires to make changes in the Agreement. If either party desires to make changes in the Agreement, it shall notify the other party at least sixty (60) days prior to December 31, 2018. Such notice shall be in writing, delivered to in the case of the City, the Mayor of the City of Solon, and in the case of the Union, to the OPBA box in the police station. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 30
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of Jan 8, 2016.

FOR THE OPBA



FOR THE EMPLOYER


SUSAN A. DRUCKER, MAYOR

Approved as to form



Thomas Lobe, Esq., City of Solon, Director of Law

EXHIBIT A:

260.08 SICK LEAVE.

(a) Sick Leave Credit Generally. Each full-time and permanent part-time employee of the City 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 Finance Committee may increase the sick leave credit for good cause with the adoption of an appropriate resolution.

(b) Immediate Family Defined. "Immediate family" shall be defined as follows: An employee's children or the employee's spouse, step-children or parents; and the employee's parents, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. Proof of such relationship may be required by the City.

(c) Accumulation and Use of Sick Leave Credit. 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 department head, not exceeding three days, shall not be so deducted. The appointing authority and/or the department head 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.

(d) Temporary Disability. 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.

(e) Prior Service; Sick Leave Credit. 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.

(f) Certain Employees Excluded. All provisional, temporary, and seasonal employees, or those rendering intermittent or per diem service, shall be excluded from the benefits of this section.

(g) Compensation for Unused, Accumulated Sick Leave. 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 this chapter. 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.

(h) Limits on Payment of Unused; Accumulated Sick Leave Credit. 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.

(i) Sick Leave Credit; Cash Conversion Option. On or before December 1, and each year thereafter, a full-time employee of the City 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 during a 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.

(j) Voluntary Sick Leave Donations. In the event an employee has exhausted his or her accumulated sick leave due to an extended use as described in Section 260.08(a), the Mayor may approve the transfer of sick leave to this employee from other employees who wish to voluntarily donate a portion of his or her unused accumulated sick leave. A list with the donor's name, the number of hours donated and the donor's signature shall be presented to the Mayor for his approval and forwarded to the Finance Department. Employees may donate no less than eight hours and up to a maximum of 40 hours per employee per a 12-month period. The donated sick leave shall be proportionately applied and any unused sick leave shall be returned to the donating employees.

(Ord. 1998-25) Passed 5-18-98; (Ord. 2007-142) Passed 5-21-07.

EXHIBIT B:

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

A. Introduction

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

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

B. Post-Accident Testing

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

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

C. Reasonable Suspicion Testing

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

D. Random Drug and Alcohol Testing

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

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

2. The Human Resources Director shall submit a list of active personnel on the city's payroll to the city's Third Party Administrator who administers the random selection, prior to January 31st of each year. Ten percent (10%) of the active personnel recorded on the list shall be randomly pulled for testing. This list shall exclude CDL driver's currently participating in random testing in accordance with Federal Department of Transportation regulations and Seasonal Employees and shall be provided to the bargaining unit.
3. No covered employee will be entered into the pool subject to random drug and alcohol testing until such time as recommended training has been provided by the Employer to meet Ohio B.W.C. minimum standards (two hour training for employees, additional four hour training for supervisors). Newly hired covered employees will be entered into the pool as soon as they have been provided similar training. This required training will also cover the Employer's Drug Free Workplace Policy as it applies under the terms of this Agreement. No covered employee will be entered into the pool subject to random drug and alcohol testing until being provided with a copy of the Employer's Drug Free Workplace Police, a copy of the Rules and Regulation for the Operation of the Solon Police Department, and being given the opportunity to sign an acknowledgement that the training and documents have been received.
4. The Employer will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above. To maintain confidentiality of the process, the third party contractor will exclusively have contact with the Assistant Chief of Police and/or the Director of Human Resources for purposes of notifying selected employees that they have been assigned to be tested.
5. As the purpose of "random" testing is to proactively keep employees and citizens safe from the effects of illegal drugs and alcohol in the workplace, all "random" testing of covered employees will be for illegal drugs, amphetamines & opiates, and alcohol. 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 medication.

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

2. Sample Collection

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

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

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

3. Alcohol Testing

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

A preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are .00 below .04 shall result in the discontinuation of testing. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the bargaining unit member requests a blood alcohol content test. Sample handling procedures as detailed in subsection E (2) above shall apply. A confirmatory test result of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

4. Laboratory Procedures

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

Strict chain of custody procedures must be followed for all samples as set by NIDA. The Employer and the OPBA agree that security of submitted biological samples is

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

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

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

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

F. Positive Test Results

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

In the case of a first time positive confirmatory test for alcohol or a positive test for drugs after review by the MRO, appropriate notification and receipt of results as indicated in Section E(4) above, the employee shall be provided the opportunity to participate in and

satisfy a rehabilitation treatment program as recommended and administrated by the Employer's EAP. Employees who complete such rehabilitation program will be re-tested at random times, once every quarter for the following twenty-four months. Treatment and rehabilitation shall be paid for by the employee's insurance program. Employees will be allowed to use any accrued and earned paid time off for the necessary time off involved in the rehabilitation program. Once the employee successfully completes the required rehabilitation treatment, they shall be returned to regular full duty status. Once all follow-up care has been completed, and five (5) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to drug/alcohol testing and treatment.

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

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

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

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

G. Employee Rights

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

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

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

confirmation of the accuracy of the testing procedures. If such test is negative, the Employer will reimburse the Employee's expense for such independent confirmation.

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

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

H. Testing Program Costs

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

I. Employer's Responsibility

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

J. Changes in Testing Procedures

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

K. Conflict with Laws

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