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CITY OF WESTLAKE, OHIO
ORDINANCE NO. 2011-57

EMPLOYMENT RELATIONS BOARD

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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3904, AND DECLARING AN EMERGENCY.

WHEREAS, a Collective Bargaining Agreement has been proposed by the Mayor after negotiations with the American Federation of State, County and Municipal Employees Local 3904; and

WHEREAS, this Collective Bargaining Agreement is consistent with the final determination of a binding arbitration held on February 23, 2011 by Arbitrator Mr. Harry Graham in the SERB Case #10-MED-04-0580; and

WHEREAS, this Council authorizes the Mayor to enter into a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees Local 3904.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTLAKE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1: That the Mayor be and he is hereby authorized to enter into a Collective Bargaining Agreement between the City of Westlake and the American Federation of State, County and Municipal Employees Local 3904, which said Agreement shall be effective March 1, 2010 through February 28, 2013, which is attached hereto and marked Exhibit "A".

Section 2: That the terms and conditions of the Collective Bargaining Agreement shall be enforceable and take precedence over any conflicting present existing Ordinances of the City of Westlake pertaining to the same subject matter, and that, unless specified otherwise in the Agreement, all terms and conditions contained in the Collective Bargaining Agreement shall be in effect as of March 1, 2010.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 10, Article XI of the Charter of the City of Westlake.

Section 4: That this legislation is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to provide for the continuity of services within the Department of Public Service, and further provided it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approved by the Mayor.

Passed: 5/19/11

Michael F. Killeen
President of Council

Presented to Mayor: 5/20/11 Approved: 5/20/11

ATTEST:

Denise L. Rosenbaum, Clerk of Council

Dennis M. Clough, Mayor

FINAL

AN AGREEMENT

BETWEEN

THE CITY OF WESTLAKE

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL 3904

Effective: March 1, 2010
Expires: February 28, 2013

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Westlake ("Employer") and Ohio Council 8, American Federation of State, County and Municipal Employees, Local 3904 ("Union").

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires 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 wages ,hours, terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the citizens of the City of Westlake; 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 III RECOGNITION

3.01 The Employer hereby recognized the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees of the Employer's Service Department including Operator, Mechanics, Service Worker I, Service Worker II, Service Worker III and Dispatcher. Excluded from the bargaining unit are confidential employees, professional and managerial employees; supervisors as determined in the Act, casual, part-time and seasonal employees; and employees of the Police and Fire Departments. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV NEW AND CHANGED JOBS

4.01 In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit. If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the Union may file a grievance in accordance with the provisions of the grievance procedure contained herein at Step 3.

ARTICLE V MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the

right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and 14) terminate or eliminate all or any part of its work or facilities.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

5.03 In the event the Employer intends to subcontract bargaining unit work, it shall give the Union sixty (60) days notice (except for emergencies involving the public health, safety and welfare) and the opportunity to meet and confer. If the Union so requests, the parties shall schedule a meeting of the Labor Management Committee.

ARTICLE VI DUES DEDUCTION FAIR SHARE FEE

6.01 The Employer will deduct from each pay of each member of the bargaining unit, who in signed writing authorizes it to do so, the required amount as designated by the Union to the Employer.

6.02 The Union shall notify the Employer in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the Employer shall be made by the second deduction period following notification.

6.03 The Employer shall be relieved from making such deduction upon 1) termination of employment, 2) transfer to a non-bargaining unit position, 3) layoff from a bargaining unit position, 4) unpaid leave of absence or 5) a written request by an employee revoking deduction authorization pursuant to the terms of the Checkoff Card appearing in Appendix D of this Agreement. Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within thirty (30) days of their deduction. Each remittance shall be accompanied by the following list:

1. The employees for whom deductions were made, the name and social security number of the employee amount deducted.

2. The name of each employee whose name has been dropped from the prior checkoff list and reasons for the omission.

6.04 The Union agrees to hold the Employer harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the Employer for any liability imposed on it as a result of any such suit, claim or administrative proceeding. For purposes of this Section, the term "Employer" also includes the Employer's various officers and officials, whether elected or appointed.

6.05 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:

A. The execution of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.

B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.

C. The sixty-first (61st) calendar day of employment for each employee hired after the effective day of this Agreement.

6.06 Fair-share fee shall be paid by automatic, payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employees. Fair-share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix D, attached hereto. Appendix D, including all amendments thereto, is incorporated in this Article by reference. Any employee who elects to object or challenge the fair-share fee must serve concurrent, written notice to the Union and the Employer and must proceed through the Union appeal procedure.

6.07 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.

6.08 The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix D.

6.09 The Union may amend Appendix D by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

6.10 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining

provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

6.11 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

6.12 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their deposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

6.13 This Article constitutes the enter Agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void. With the exception of Appendix D, no portion of this Article may be amended except by written signed agreement by the parties.

ARTICLE VII NO-STRIKE

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Article, provided that the Union meets all of its obligations under this Article.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article. The Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

7.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this

Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE VIII LABOR/MANAGEMENT COMMITTEE

8.01 A Labor/Management Committee composed of a number of Union and Employer representatives as shall be agreed upon between the parties shall meet quarterly, or more or less frequently, at a mutually agreed time and place, to discuss and make recommendations in the areas outlined below. In the event the parties are unable to reach mutual agreement on the number of representatives, then the committee shall be composed of two (2) Union representatives and two (2) Employer representatives.

a) further good relations between the parties;

b) eliminate or alleviate various problems that arise from time to time;

c) further safety in all areas; and

d) establish a line of communication between the parties for the benefit of all.

8.02 Prior to convening a Labor/Management Committee meeting. The Union President and the Service Director shall establish the meeting's agenda.

ARTICLE IX BULLETIN BOARDS

9.01 The Employer agrees to provide a bulletin board in the Service Department.

9.02 The Employer agrees to provide the Union the use of space, as designated by the Service Director, to hold Union meetings.

ARTICLE X UNION REPRESENTATIVE

10.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall notify the Employer, in writing of its selection.

10.02 The Employer shall recognize three (3) Stewards and three (3) Alternate Stewards. The Stewards shall represent employees on all shifts. The Alternate Steward shall be recognized when the regular Steward is otherwise not available.

10.03 The Union President and Stewards, or Alternate, as described in paragraph .02 of this Article, shall be allowed reasonable time to address matters set forth in paragraph .01 above, without loss of pay during working hours. provided prior notice and approval is given by his immediate supervisor, which approval shall not be unreasonably denied.

10.04 In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

ARTICLE XI UNION RIGHTS

11.01 A. The rights of the Union. Collectively, and of individual Union members, are specifically set forth in this Contract.

B. Every Employee member has the right, upon his or her request, to the presence and advice of a representative of the Union at any disciplinary hearing. or at any meeting which an Employee member feels may lead to disciplinary action.

ARTICLE XII PERSONNEL FILES

12.01 An employee may request an opportunity to review his personnel file and may submit memoranda to the management representative to be included in the file stating employees' position on any job evaluation report. A reasonable request for a copy of items included in the file shall be honored.

ARTICLE XIII PAY PERIODS

13.01 Westlake Codified Ordinance No. 167.11 sets forth the procedure for pay periods for employees covered under this Agreement and employees agree to be bound by the terms of said Ordinance in effect upon execution of this contract. The Director of Finance is authorized to pay each and every employee of the Service Department hi-weekly beginning as of the effective date of this contract and payment under any prior contracts shall be the same as set forth in the new contract.

ARTICLE XIV PROBATIONARY PERIOD

14.01 The probationary period for all newly hired employees shall not exceed nine (9) months. For purposes of this Section, new hires are those hired after March 1, 2007. The promotional probationary period shall not exceed three (3) months. Newly hired employees shall have no seniority during their probationary period, however, upon completion of the probationary period, seniority shall start from the date of hire.

14.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees; or to reduce promotional probationary employees to their previous rank, if the Employer has determined that such employee is unable and has failed to successfully complete the probationary period, and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

14.03 A Service Worker III upon or prior to nine (9) months of their employment date shall be dismissed, if in the reasonable opinion of the Service Director, the employee is determined to be unqualified for the position. If he is determined to be qualified for the position the employee shall automatically be deemed a Service Worker II at the completion of thirty-six (36) months. If the employee is deemed a Service Worker II, he shall receive at least the minimum wage in the Service Worker II range immediately upon becoming a Service Worker II.

ARTICLE XV NON-DISCRIMINATION

15.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, disability, Union membership or activity.

15.02 The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in any official capacity on behalf of the Union.

15.03 Employees within the bargaining unit shall not be treated in a disparate manner.

ARTICLE XVI SENIORITY

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

16.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

a. He resigns;

b. He is discharged for just cause;

c. He is laid-off for a period of time exceeding twenty-four (24) months;

d. He retires;

e. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

g. He refuses to recall or fails to report to work within then (10) working days from the date the Employer sends the employee a recall notice.

16.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

16.04 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall be made up by classification as listed in Article Ill, herein, and shall contain, in order of date or hire, the name, department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE XVII NEW HIRES; ESTABLISHING SHIFTS

17.01 New hires (employees hired after 3/1/92) may be scheduled to work on any shift created by Employer. Such shifts shall first be offered to the employees hired prior to March 1, 1992 and then to the most senior new hires in descending order of seniority. If an insufficient number of employees accept such shifts, new hires shall be assigned on the basis of least seniority in ascending order of seniority. The Employer shall provide two (2) week notification of a shift change. Employees must remain on shifts for which they volunteer or to which they are assigned unless notified otherwise by Employer.

ARTICLE XVIII HOURS OF WORK

18.01 The normal workweek for regular, full-time employees shall be forty (40) hours, in five (5) consecutive days of eight (8) hours each day, excluding meal periods, commencing 12:01 a.m. Sunday through midnight Saturday.

18.02 Employees shall be permitted two (2) fifteen (15) minute breaks each eight (8) hour work period. Breaks shall be scheduled, by the Employer, on or near 10:00 a.m. and 2:00 p.m.

18.03 The hours of employment shall normally be 7:30 a.m. to 4:00 p.m. Monday through Friday of each week for all employees herein with one-half (1/2) hour allowed for lunch time. The Employer reserves the right to establish other shifts as it deems necessary and fill said shifts as set forth in Article 17.01, above.

18.04 Employees working an overtime assignment of not less than four (4) hours shall be entitled to which break periods as set forth above.

ARTICLE XIX OVERTIME

19.01 Pursuant to this Agreement, the procedures for overtime pay for employees, are as follows:

A. The need for overtime shall be determined by and at the discretion of the Director of Public Service.

B. Any hours worked in excess of forty (40) hours in any one (1) week shall be compensated for at one and one-half (1 ½) times the employees regular hourly rate. In computing overtime, any paid leave is considered as hours worked. Payments for overtime to each employee shall be paid with his regular pay for the period in which it was worked.

C. Whenever practical and possible without degrading service to residents, the Employer shall give Employees twenty-four (24) verbal hours notification of non-emergency, scheduled overtime assignments.

D. In lieu of monetary compensation for overtime hours worked, an employee, in his or her sole discretion, may elect to receive compensatory time off. An employee may accumulate a maximum of forty (40) hours of compensatory time at any given time; however, any compensatory time unused at the end of the calendar year will be paid out monetarily to the employee in the first pay period of the new year. A request to utilize accrued compensatory time must be submitted to and approved by the employee's supervisor at least twenty-four (24) hours before the time requested, unless the supervisor waives this limitation. Compensatory time must be used in no less than two (2) hour increments. The employee shall declare to his/her supervisor at the conclusion of working overtime whether he/she desires to be credited with compensatory time. Absent such declaration, the employee will be paid for overtime hours worked.

ARTICLE XX EQUALIZATION OF OVERTIME

20.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts in the sole discretion of the Employer do not impair the orderly and efficient operation of the effected Department.

20.02 The Employer shall maintain a rotation overtime roster for each position/title for overtime which may occur after regular working hours. An employee with the least number of hours shall first be contacted for overtime, provided in the sole discretion of the Employer that employee is best qualified to do the work required. In the event that overtime hours are equal among two (2) or more qualified employees, the most senior employee shall be called first. The Employer shall determine which positions/titles are necessary to accomplish the overtime task. In the event an insufficient number of employees accept the overtime work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work, starting with the least senior employee in the needed position/title.

20.03 An annual record of the overtime hours worked by such employees shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime

work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with overtime hours as if he has worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated in the same manner. For purposes of this Article only, an employee who has reported sick, taken a personal day off or failed to report for work on a day when overtime hours are offered shall, for purposes of overtime equalization only, be credited with the offered overtime hours as if he had actually worked the overtime hours.

20.04 An employee who has moved from one position/title to another shall be credited with the average number of hours of employees on the rotating list for that particular position/title.

ARTICLE XXI CALL IN PAY

21.01 Where an employee is called into work at times which do not abut or overlap his regular shift, he shall be entitled to a minimum of three (3) hours pay, or work, at the rate of one and one-half (1 ½) times his regular hourly rate. Such minimum time shall commence when the employee reports in and punches his time card.

ARTICLE XXII HOLIDAYS, ELIGIBILITY & OVERTIME

22.01 Paid holidays shall be New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (2011), Thanksgiving Day, Christmas Day and two and one-half (2 ½) personal days (20 personal hours) as approved by the Department Head.

22.02 Hourly paid employees that are regular full-time employees shall be paid for the hours that would have been scheduled for that day had it been worked. When an employee works on any of the above fixed holidays or the day on which it is celebrated, he shall receive his normal hourly pay for that day, plus his normal overtime rate for all hours worked.

22.03 In order to be eligible for holiday pay, an employee must work his last regularly scheduled work day immediately preceding the holiday, the first regularly scheduled work day immediately after the holiday, and the holiday, if scheduled.

22.04 In addition to holiday compensation, Public Service Department employees required to work on Thanksgiving, Christmas or New Year's Day shall receive double time for all hours worked in addition to the holiday pay.

22.05 If an employee is required to work on the other paid holidays, or personal days, he shall be paid his regular rate of pay in addition to holiday pay, or in the alternate, at such employee's request he may receive equal hours off in lieu of payment, provided such requested time off falls within the same period as the holiday.

22.06 Overtime is determined solely at the discretion of the Director of Public Service and the Mayor.

22.07 All employees shall receive, as their day off, the day preceding a holiday if it falls on Saturday or the day after a holiday if it falls on a Sunday. Employees may voluntarily change the above-designated day off at the Public Service Director's request.

22.08 Employees may use a maximum of two (2) personals day per year without three (3) day prior notice to the Director of Public Service as set forth above for emergency purposes only, subject to the determination of the validity of such emergency purpose by the Director or his designee.

ARTICLE XXIII FUNERAL LEAVE

23.01 Employer agrees to pay employee for three (3) days at the straight time hourly rate in the event of death in the immediate family of employee. The immediate family consists of father, mother of the employee, father-in-law and mother-in-law, wife or husband, sons or daughters, brothers or sisters, grandparents, natural and in-law, uncles and aunts, natural and in-law, stepson and stepdaughter.

23.02 Funeral leave shall be charged to sick leave. If an employee has no sick leave available, funeral leave shall be charged against future earned sick leave.

ARTICLE XXIV UNPAID LEAVES OF ABSENCE

24.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, and employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the Employer. Such requests shall not be unreasonably denied.

24.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency or circumstances outside the employee's control, the leave request shall be filed with the Service Director no later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, the employee shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request of less than ten (10) days. In the case of a leave request in excess of ten (10) working days, the employee will be notified in writing within two (2) weeks from the date the application was made of the approval or disapproval of the leave.

24.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately.

24.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

24.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

24.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than three (3) eight (8) hour consecutive working days may, subject the employee to disciplinary action, including discharge.

ARTICLE XXV MILITARY LEAVE

25.01 Military leave rights of employees shall be as established by City Ordinance in Section 167.17 of the Codified Ordinances of the City of Westlake.

ARTICLE XXVI JURY AND WITNESS DUTY

26.01 An employee called for jury duty, summoned, or subpoenaed as a witness as a direct result of his employment with the City shall be granted a leave of absence for the period of jury service or witness service and will be compensated his regular pay for work absence, exclusive of overtime, necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

ARTICLE XXVII UNION CONVENTIONS/CONFERENCES

27.01 Two (2) duly elected Union delegates or alternates shall be granted time off without pay, not to exceed, in the aggregate, forty (40) hours, per calendar year, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall be limited according to the operational needs of the Employer, as approved by the Director or Mayor.

ARTICLE XXVIII INJURY LEAVE

28.01 Should an employee have an injury while performing his duties and be certified by a qualified medical provider that he is medically unable to work, the employee may file a claim with the State of Ohio Bureau of Workers' Compensation for loss time and medical benefits. During the time the employee is absent from work on Workers' Compensation, the employee may utilize his accumulated sick leave to cover the difference in dollar amount between the employee's weekly Workers' Compensation payment and the employee's regular weekly pay.

28.02 If the employee receives lost time benefits from the Ohio Bureau of Worker's Compensation, then his health care benefits shall continue during the time period allowed for by the Bureau of Workers' Compensation, up to a maximum of three (3) months.

28.03 If the attending physician(s) of an employee certifies that the employee may return to temporary light or temporary restricted duty, the City may assign the employee to light duty work, to the extent that such temporary light or restricted duty may be available.

ARTICLE XXIX FAMILY AND MEDICAL LEAVE ACT

29.01 The parties agree to be bound by the provisions of the Family Medical Leave Act of 1993, and as set forth herein below.

29.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

a. The birth of a son or daughter, and to care for the newborn child;

b. The placement with the employee of a son or daughter for adoption or foster care;

c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

d. Because of a serious health condition that makes the employee unable to perform the functions of his/her job.

29.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

29.04 Any provisions under sick leave, leave of absence, funeral leave. etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

29.05 Employees shall have the option of utilizing vacation or sick leave prior to the use of unpaid leave.

29.06 The word "son" or "daughter" used in this Agreement includes stepson and stepdaughter.

ARTICLE XXX SICK LEAVE

30.01 Sick leave shall be cumulative at the rate of four and six-tenths (4 6/10th) hours for every eighty (80) hours worked. A total of twenty-five hundred (2,500) hours may be accumulated. If an employee, after March 1, 2001, accrues sick leave in excess of twenty-five hundred (2,500) hours, he may, at his option, receive one (1) paid day for every four (4) days of unused sick leave. If an employee has in excess of twenty-five hundred (2,500) hours before March 1, 2001,

he can only receive one (1) day for every four (4) days of unused sick leave accumulated after March 1, 2001. Sick leave must be exchanged or used by the end of each calendar year.

30.02 Sick leave may be used, upon approval of the Department Head for absence due to personal illness, injury or exposure to a contagious disease which could be communicated to other employees, and for absence due to illness, injury or death in the employee's immediate family. For the purposes of this subsection "immediate family" means spouse, children, brother, sister, mother (natural and in-law) and father (natural and in-law).

30.03 Any employee who transfers from any other public agency of the government or the City shall be credited with the portion of his accumulated sick leave up to the maximum permitted by City ordinance. Credit upon re-employment of any employee shall be as provided in Ohio Revised Code §124.38.

30.04 A doctor's certificate may be required at the discretion of the Department Head.

30.05 The employee shall be paid at straight time for the number of hours he would have worked on the day granted as sick leave.

30.06 Each employee of the City with ten (10) or more years of service with the City shall receive payment based on the Employee's rate of pay, upon termination of employment with the City, transfer to another governmental agency or retirement as follows: at ten (10) years of service, fifty (50%) percent of the Employee's accrued but unused sick leave; at seventeen (17) years of service, sixty (60%) percent of the Employee's accrued but unused sick leave; at twenty (20) years of service, sixty-eight (68%) percent of the employee's accrued but unused sick leave; at twenty-five (25) years of service and above, seventy-five (75%) percent of the Employee's accrued but unused sick leave, with a permitted maximum accrual of twenty-five hundred (2,500) hours.

30.07 When an employee entitled to payment under this Section terminates his employment, transfers to another government agency or retires under the Public Employees Retirement System or the Police and Fire Disability and Relief Fund, the Director of Finance shall give written notice to each such employee affected, within fourteen (14) days of such termination, transfer or retirement.

30.08 If an employee, eligible for payment or transfer of accumulated, unused sick leave, as the case may be, and pursuant to this Section, does not apply to the Employer within one hundred twenty (120) days after receipt by such employee of written notice of eligibility for payment or transfer of accumulated, unused sick leave, the Director of Finance shall make payments to such employee in the amount as heretofore provided in this Section.

30.09 An employee who is absent on sick leave may be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than three (3) days duration. At the discretion of the Employer, an employee may be required to submit to and pass a physical or mental examination by a licensed physician satisfactory to the Employer before being permitted to return to work. If the physician is designated by the

Employer, the Employer will bear the expense of said examination. Should there be a difference of opinion between the employee's physician and the Employer's physician, the employee shall be sent to a third doctor mutually agreed upon between the parties, whose opinion shall be controlling, with the costs shared equally by the employee and the Employer.

30.10 The Employer shall pay the sum of one hundred ($100.00) dollars to each employee who has not missed more than four (4) hours in a stated three (3) month period other than for a funeral for the immediate family, as described in Section 167.04(b) of the Codified Ordinances, scheduled vacation or personal time. The first 3 month period as set forth hereunder shall be beginning with the first day of March, 2002 and each payment provided for hereunder shall be made, where practicable, within thirty (30) days after the conclusion of each three (3) month period.

ARTICLE XXXI VACATIONS, ACCUMULATION OF TIME

31.01 When an employee who has been in the employ of Employer for one (1) or more years is terminated, retires or leaves said employment, said employee shall be entitled to the vacation pay due him for the entire year. Vacation time for each employee each year shall be computed by crediting said employee with one-twelfth (1/12) of his vacation of each month commenced after his anniversary date.

31.02 Service Department employees are deemed forty (40) hour week employees and vacation time and payments shall be computed as follows:

A. The Director of Finance is hereby authorized to account for the hourly accumulation of earned vacation time on the bi-weekly payroll check of every City employee. Earned vacation time on an hourly basis shall be accumulated and taken by all employees on the following basis:

1. Forty (40) hour employees:

a. Three and eight-hundredths (3 8/100th) hours for each two (2) week pay of service from the date of initial employment up to and including the sixtieth (60th) month.

b. Four and sixty-two hundredths (4 62/100th) hours for each two (2) week pay of service after the sixtieth (60th) month up to and including the one hundred and twentieth (120th) month.

c. Six and sixteen-hundredths (6 16/100th) hours for each two (2) week pay of service after the one hundred and twentieth (120th) month up to and including the two hundred and sixteenth (216th) month.

d. Seven and seven-tenths (7 7/10th) hours for each two (2) week pay of service after the two hundred and sixteenth (216th) month up to and including the three hundredth (300th) month.

e. Nine and twenty-three one hundredths (9 23/100th) hours for each two (2) week pay of service after the three hundredth (300th) month.

2. Schedules:

a. All vacation time earned must be taken in time off in the year after the year in which it is earned.

b. In all Departments, time earned must be scheduled with the Director of Public Service. Schedules are to be coordinated so as not to disrupt necessary City services or functions of the Department.

c. All employees must file their vacation time request with their Department Head on or before the date designated by such Department Head.

d. If more than five (5) employees in the Department request the same time in which the vacation is to be taken and if such time would affect the efficiency of the Department, the employee with the most seniority shall have preference.

e. Upon prior approval of the Employer, employees may use vacation in one (1) day increments. The Director of Finance is hereby authorized to pay each City employee at the termination of his employment vacation time to which he is entitled. Hourly employees shall be paid by multiplying the number of accumulated hours of earned vacation time times their hourly rate. Salaried employees shall be paid their number of accumulated hours of earned vacation time times their normal number of work hours per year divided into their yearly salary.

ARTICLE XXXII SAFETY

32.01 The City recognizes its responsibility to maintain all vehicles in safe operating condition and equipped with the safety appliances prescribed by law.

ARTICLE XXXIII LAY-OFF AND RECALL

33.01 Where, because of lack of work, lack of funds, reorganization, abolishment of jobs or functions or otherwise. the Employer determines it necessary to reduce the size of its workforce,

the Employer shall give written notice to the Union President or his designee no less than ten (10) days in advance of any such lay-off, indicating how many employees will be affected and what Department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

33.02 Employees within affected job positions/titles shall be laid off according to their relative City seniority with the least senior employee being laid off first providing that all part-time, temporary and probationary employees within the affected job position/title(s) in the Department are laid off first.

33.03 Employees who are laid off from one job position/title may only displace (bump) another employee with lesser seniority in a lower rated job position/title within the same Department. (See Appendix C for Notice of Bumping.)

33.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated job position/title pursuant to the provisions of paragraph 32.03 above.

33.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions shall be laid off.

33.06 Employee(s) who are laid off shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer. A more senior employee may voluntarily accept layoff.

33.07 In all cases where one (1) employee is exercising his seniority to bump another employee, his right to bump into another Department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump.

33.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

33.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within then (10) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

33.10 Employee(s) scheduled for lay-off shall be given a minimum often (10) days advance notice of lay-off.

33.11 Each notice of lay-off shall contain the following information:

1. the reason for lay-off or displacement;

2. the date of lay-off or displacement becomes effective;

3. the employee's seniority date in the job position/title;

4. a statement advising the employee of the right to recall and reemployment.

33.12 In the event an employee refused recall to a job position/title other than that from which he was laid off, such employee shall lose recall rights for the original job position/title. If said refusal is for a recall to the employee's original job position/title, such employee shall be removed for the recall list.

33.13 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee form returning within the time limit above, the Employer may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be bypassed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

33.14 A laid off employee will be recalled to the first available job position/title that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the Employer.

33.15 Recall lists shall be kept current by the Employer and posted on the bulletin boards agreed to by the Union. The Union president shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer.

ARTICLE XXXIV TEMPORARY TRANSFERS

34.01 Any employee who is temporarily assigned to a position/title within the bargaining unit with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

34.02 An employee who is temporarily assigned for a full eight (8) hour work day or longer to work in a position/title within the bargaining unit having a rate of pay higher than such employee's regular position/title shall receive the higher rate of pay for all hours worked in the higher position/title.

34.03 Temporary assignments or transfers will not normally exceed one hundred eighty (180) days. If a temporary assignment or transfer lasts for one hundred eighty (180) days, the position/title shall be declared vacant and filled on a permanent basis if the Employer intends to fill such position/title for any amount of time thereafter.

34.04 The Employer will not transfer employees when employees in the higher position/title are available to perform the work in question. Temporary transfers shall not be for arbitrary or capricious reasons.

ARTICLE XXXV VACANCIES AND JOB POSTINGS

35.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

35.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Service Director's office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Exhibit "E."

35.03 If more than one (1) qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in questions, as determined at the discretion of the Employer. If the qualifications, skill, experience and ability of the two (2) or more qualified applicants are substantially equal, seniority shall govern.

35.04 The effective date of the promotion shall be as soon as possible. After the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

35.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a six (6) month period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

35.06 An employee who is awarded a new job position/title shall be required to satisfactorily complete a ninety (90) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at this prior rate of pay.

35.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

35.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

35.09 New employees will be trained in all areas within one (1) year of employment. Current employees will be given an opportunity to learn all areas of interest within one (1) year of ratification of this Agreement.

ARTICLE XXXVI COMMERCIAL DRIVER'S LICENSE

36.01 Employees who are required by law to obtain and maintain a Commercial Driver's License and other necessary endorsements will do so with the City paying only the cost of the examination, and the difference between the cost of a Commercial Driver's License and an operator's license. However, should an employee fail to obtain or maintain his Commercial Driver's License or other necessary endorsements as required, he will be demoted to the next lower class which does not require the employee to have a Commercial Driver's License or other necessary endorsement, if a vacancy in such lower class exists. The Service Director shall have the discretion to require new hires to obtain a tanker endorsement. For purposes of this Section, new hires are those employees hired on or after March 1, 2007.

36.02 Any employee who has not previously possessed a Commercial Driver's License shall not suffer loss of employment status by virtue of this Section.

ARTICLE XXXVII MILEAGE AND EXPENSE ALLOWANCE

37.01 The Director of Finance is authorized to pay, upon the written approval of the Mayor, to each Service Department employee who may be required to use his personal vehicle for Employer directed business, an allowance of thirty-two and one-half cents (32.5¢) per mile or the amount allowed by the Internal Revenue Service in computing income tax deductions whichever is higher for the actual use by such official or employee of his own motor vehicle. Invoices or other written evidence of the mileage and the nature of official business undertaken may be required by, and shall be in such form as the Director of Finance shall determine. Receipts for any expenditures under ten ($10.00) dollars shall not be required, provided such items are listed on an expense account form. Similar reimbursement may be made for actual expenditures by the official or employee for parking fees, meals, lodging and other incidental expenses of such trips. In the event of any dispute over the propriety or amount of any such claim for reimbursement, the decision of the Mayor shall be final for administrative officials and administrative employees and the decision of the President of Council shall be final for members of Council and Council employees.

37.02 No person shall knowingly submit any substantially false claim for mileage reimbursement or other expenditure authorized to be reimbursed under subsection (a) hereof and no person shall make or authorize the making of any payment known by him to be false in any substantial respect.

37.03 Payments to employees under this Article shall be made only for trips out of the corporate limits of the City.

37.04 This Article shall not apply to inspectors for the use of personal cars for City inspections.

ARTICLE XXXVIII HEALTH BENEFITS AND SPENDING PLAN

38.01 Effective January 1, 2011, employees shall receive medical, hospitalization, dental, eye-care and prescription coverage as follows:

a. Employee co-pay participation:

Tier	80/20 limit	80/20 max out of pocket
Single:	80/20 of max $5,000 =	$1,000.00
Employee + Spouse	80/20 of max $10,000 =	$2,000.00
Employee + 1:	80/20 of max $10,000 =	$2,000.00
Family:	80/20 of max $15,000 =	$3,000.00

The max out-of-pocket is for co-payment portion only. All other deductibles apply. Deductibles shall be: single – two hundred ($200.00) dollars; employee + spouse – three hundred fifty ($350.00) dollars; employee + dependent – three hundred fifty ($350.00) dollars; and, family – five hundred ($500.00) dollars.

b. Office visit participation:

i. Fifteen ($15.00) dollars per visit (not included in calculation of deductible or out of pocket maximum).

ii. Non-emergency use of emergency room – seventy-five ($75.00) dollars per visit.

c. Prescription co-pays:

i. Generic (level 1) $0 - only applicable to generics available from all discounted generic providers ($4.00 will be reimbursed by City).
Generic (level 2) $15.00

ii. Formulary (preferred) $30.00

iii. Non-formulary - 30%/$100.00 cap.

Employees shall continue to pay the difference when a name brand or formulary is selected over an available generic or formulary.

d. Dental and eye care: The eye care plan shall be as follows: fifty ($50.00) dollars maximum every two (2) years for an eye examination and one hundred fifty ($150.00) dollars maximum every two (2) years for qualified prescription eye wear.

e. Premium sharing: Employees shall be required to share in the employer's cost for premiums. Effective January 1, 2011, the premium sharing shall be ten (10%) percent of the total cost per employee per coverage type per month subject to the following monthly maximums: 2010 - – twenty-five ($25.00) dollars; 2011 – seventy ($70.00) dollars; and 2012 – one hundred ($100.00) dollars.

f. Specialist may be contacted directly. Referrals from the primary care physician are no longer required.

g. Well child care and immunization coverage is provided so that children from birth to age two (2) are covered for a maximum of seven hundred fifty ($750.00) dollars for the first twenty-four (24) months and children from age two (2) to twelve (12) are covered for a maximum of two hundred fifty ($250.00) dollars per benefit period.

h. Effective July 1, 2011, the Employer shall contribute sixty ($60.00) dollars per month to the Ohio AFSCME Care Plan for each employee who is covered by this Agreement for the AFSCME Care Plan Dental IV coverage.

38.02 The Employer reserves the right to self-insure or to change insurance carriers at its discretion, providing the benefits under the plan are comparable to those provided under this Agreement. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers but does not reduce financial or related benefits is a comparable benefit under this Section.

38.03 The Employer will establish a voluntary Section 125 qualified cafeteria plan (flexible spending) for employees that meet IRS requirements for pre-tax preferences for qualified expenses.

38.04 Wellness Program: In order to promote wellness among City employees to encourage a healthier workforce, employees shall receive fifty (50%) percent off a single (employee only) membership to the Westlake Recreation Center.

ARTICLE XXXIX SUBSTANCE TESTING AND ASSISTANCE

39.01 Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug and/or alcohol screening/testing shall be conducted solely for administrative purposes and the result obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party, other than the Union. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

39.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

39.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass

spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

39.04 Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program at the employee's expense (if such exceeds Employer health care coverage), as determined by appropriate medical personnel, unless: 1) the employee has previously tested positive for the use of drugs; 2) refused to participate in the EAP or counseling; or, 3) some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action, including termination. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a family and medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position. Any employee in the abovementioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a family and medical leave of absence without pay for a period not to exceed ninety (90) days.

39.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program for rehabilitation, such employee shall be subject to disciplinary action, including termination. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

39.06 No drug testing shall be conducted without the authorization of the Mayor or his designee. If the Mayor orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of drug and alcohol testing shall be kept in the office of the Finance Director and shall be kept confidential except as provided by the Ohio Public Records laws. However, test results and records may be used in future disciplinary actions as set forth in the Article.

39.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

39.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline, including, but not limited to termination. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

ARTICLE XL EMPLOYEE ASSISTANCE PROGRAM (EAP)

40.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

40.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's sole discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

40.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE XLI WAGES

41.01 Minimum pay rates shall be as follows for the years specified:

3/1/10; 3/1/11; 3/1/12

Crew Chief - $21.50; $22.15; $22.81
Service Worker I - $20.00; $20.60; $21.22
Service Worker II - $18.00; $18.54; $19.10
Service Worker III - $15.35; $15.81; $16.28
Mechanic I - $20.00; $20.60; $21.22
Mechanic II - $18.50; $19.06; $19.63
Operator - $20.00; $20.60; $21.22
Dispatcher - $14.50; $14.94; $15.38

or, a minimum of a three (3%) percent increase in the current hourly rate on March 1, 2011. and three (3%) percent on March 1, 2012 and as per attached wage schedule minimum pay rates are also starting rates; new hires at SW III will receive fifty (50¢) cents per hour increase over the

minimum rate after one (1) year of service, and one ($1.00) dollar per hour over the minimum rate after two (2) years of service, and at three (3) years of service will be promoted to a Service Worker II at the minimum rate.

41.02 Individuals selected to fill the position of crew leader shall receive the hourly rate established above for crew leader or sixty (60¢) cents per hour above their normal hourly rate, whichever is greater. The period of time for the assignment of crew leader shall include anytime for planning the job and completing any necessary reports after the assignment is completed.

41.03 In addition to other possible discipline, an employee subject to discipline as a result of conduct violating work rules, City Ordinances or other job related matters, may have their pay reduced by a pay step as the result of disciplinary action taken for serious misconduct by the employee which might justify a suspension in excess of three (3) days, termination or similar penalties at the sole discretion of the Employer.

41.04 Bid for openings in Bargaining Unit jobs shall be filled pursuant to Article 36 of the Union Contract.

41.05 The Employer will not be required to force employees during 1st year of employment onto shifts outside of 7:30 a.m. - 4:00 p.m., or for call-in overtime.

41.06 All employees will be available for call-in and assignments for snow, plowing, leaf pick-up, and other special tasks as necessary, without regard to employees regular assignment.

41.07 All employees shall be available for assignments to any job task within the Department without regard to the employee's regular assignment.

41.08 A Mechanic II may become a Mechanic I or an employee may be hired in as a Mechanic I upon becoming an ASE certified master automotive technician or medium heavy truck technician in the following areas: engine repair, automatic transitrans axle, manual drive train and axles, suspension and steering, breaks, electrical, electronic systems, heating and air conditioning and engine performance.

41.09 Merit raises may be given by the Mayor at his discretion at any time during a Contract year and shall be based on the following criteria: production; performance; and attendance. The Mayor has an open door policy. Employees shall be evaluated by their immediate supervisor, who shall submit the evaluations to the Service Director by February 15th of each year. The Director shall submit the evaluations to the Mayor by March 1st. The evaluations shall be in writing and shall include a recommendation as to whether or not the Director recommends the employee should be considered for a merit increase and, if so, the amount of the Director's recommended increase. Once recommended, the Mayor shall make a determination within thirty (30) days and shall provide the Director and employee with his decision. Any employee dissatisfied with the Mayor's decision may request a meeting with the Mayor to discuss his decision. The meeting shall be held as soon as practical. The Mayor's decision is at his discretion and is final and not appealable.

ARTICLE XLII LONGEVITY

42.01 Each employee, upon the completion of five (5) years of continuous service with the Employer on a full-time basis, shall be paid the amount of one hundred ($100.00) dollars per year. The amount of longevity shall be paid in accordance with the following schedule:

5 years	$500.00	15 years	$1,500.00
6 years	$600.00	16 years	$1,600.00
7 years	$700.00	17 years	$1,700.00
8 years	$800.00	18 years	$1,800.00
9 years	$900.00	19 years	$1,900.00
10 years	$1,000.00	20 years	$2,000.00
11 years	$1,100.00	21 years	$2,100.00
12 years	$1,200.00	22 years	$2,200.00
13 years	$1,300.00	23 years	$2,300.00
14 years	$1,400.00	24 years	$2,400.00
		25 years	$2,500.00

42.02 Annual longevity shall be paid in one (1) lump sum and added to the payroll check issued closest to December 1st each year.

42.03 Employees currently making longevity in excess of the above shall continue at the current rate until the above schedule exceeds their current rate.

ARTICLE XLIII SCHOOL COST REIMBURSEMENT

43.01 The Employer will reimburse employees for approved expenses necessary to obtain, where directed by the Employer, and/or maintain licenses and/or certifications.

ARTICLE XLIV CLOTHING ALLOWANCE

44.01 Employees shall receive a uniform allowance of five hundred fifty ($550.00) dollars, annually and shall be required to wear such uniforms only when actually working for the City. Employees may elect by February 1 of each year to have their clothing allowance placed in an account at a supply house designated by the City.

44.02 The Employer, pursuant to this Agreement, shall furnish employees with any safety equipment the Employer requires employees to utilize (e.g. helmets, eye protection and safety vests).

44.03 The Employer shall provide employees all tools and equipment the Employer determines necessary to the adequate performance of their job duties.

ARTICLE XLV DISCIPLINE

45.01 An employee shall normally be disciplined within ten (10) working days after the employer has knowledge of the event necessitating the discipline unless the initiation of disciplinary action is premature due to criminal or administrative investigation. A copy of said written notice will be forwarded to the Union President, with a copy to the employee's Steward upon the employee's request. Discipline will not be applied in a disparate manner.

45.02 If no disciplinary action has been taken against an employee during the twenty-four (24) months immediately preceding the present disciplinary action, then, in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary action taken against the employee more than twenty-four (24) months prior to the date of the present disciplinary action, unless such prior disciplinary action was for the same or similar conduct, and occurred within thirty-six (36) months of the most recent offense.

ARTICLE XLVI DISCIPLINARY PROCEDURE

46.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

46.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

46.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

46.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

46.05 Where the appointing authority seeks an imposition of a suspension without pay of more than three (3) days, a demotion or removal from service, notice of such discipline shall be made in writing and served on the Employee personally or by certified mail, return receipt requested. In the case of a suspension without pay of less than three (3) days, the Service Director or his designee shall furnish the member of the Department with a written notice of such discipline, served on the Employee personally or by certified mail, return receipt requested.

46.06 Discipline shall not be implemented until either:

1. the employee fails to file a grievance within the time frame provided by this procedure; or

2. the penalty is upheld by the Mayor or a different penalty is determined by the Mayor.

46.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline.

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step.

3. The employee is entitled to representation by the Union at every step of the proceedings.

Employee rights and appeal form is attached as Appendix A & B.

46.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .06, above.

46.09 The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

46.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

46.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or a Union attorney as a representative or to decline any such representation. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

46.12 An employee may be suspended with pay at any time during the process by the appointing authority, at its sole discretion. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

46.13 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XLVII GRIEVANCE PROCEDURE

47.01 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 shall have the right to be represented by the Union at all stages of the Grievance Procedure. 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.

47.02 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, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee, group of employees within the bargaining unit, or the Union on behalf of employees within the bargaining unit.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

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

47.03 The following procedures 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 aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

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 Union and to the aggrieved party if he so requests.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer wide controversy, it may be submitted at Step 3.

d) The preparation of grievances shall be conducted during non-working hours.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member for the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

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 automatically move to the next step. 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.

47.04 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 Operations Manager of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Operations Manager will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the

date of the notice by the employee. The Operations Manager and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. If the dispute is not resolved informally, it shall be reduced to writing by the grievant and presented as a grievance to the Operations Manager within five (5) days of the informal meeting or notification of the Operations Manager's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Operations Manager fails to give his answer within five (5) days of the meeting.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Service Director within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Service Director shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union, if the employee so requests. The Service Director shall issue a written decision to the Union and a copy to the employee, if the employee requests one, within ten (10) days from the date of the hearing. If the aggrieved party initiating the grievance 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 within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union, including an Ohio Council 8 Representative if the employee so requests. The Mayor shall issue a written decision to the Union and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. If the Union is dissatisfied with the Mayor's decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

47.05 A. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been to mediation.

B. The parties shall mutually agree to the selection of a mediator to serve in the capacity of a grievance mediator. Mediators must be experienced mediators and arbitrators with mediatory skills. Mediators may not serve as arbitrators.

C. The mediator will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases per day. Mediation shall be scheduled on a rotation basis among an established panel of mediators the members of whom shall be selected by mutual agreement of the parties.

D. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered.

E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

G. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

H. If a grievance remains unresolved at the end of the mediation session, the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

I. If the parties do not accept the advisory opinion of the mediator, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreement shall commence on the day the Union receives the mediator's advisory opinion.

J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representation responsible for scheduling mediation sessions.

K. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

ARTICLE XLVIII ARBITRATION PROCEDURE

48.01 In the event a grievance is unresolved after being processed through all of the Steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this Procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

48.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibit ted by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

48.03 The arbitrator shall not decide more than one (l) grievance on the same hearing day(s), except by the mutual written agreement of the parties.

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

48.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. 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. In the event of a split award the arbitrator's fees shall be split between the parties.

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

48.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitrator pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dennis E. Minni, Esq.; 2) Dr. Harry Graham; 3) Nels Nelson; 4) Robert Stein; and 5) James Mancini, Esq.

48.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XLIX SHIFT DIFFERENTIAL

49.01 Employees who work a majority of their hours between 4:00 p.m. and 11:59 p.m., or between 11:59 p.m. and 8:00 a.m. shall receive a shift differential of twenty-five (25¢) cents and

fifty (50¢) cents per hour, respectively, for all hours worked. The shift differential shall not apply to holdovers, call-ins or over time hours.

ARTICLE L BARGAINING UNIT WORK

50.01 Supervisors and non bargaining unit employees shall not perform bargaining unit work or be assigned overtime work that is routinely performed by members of the bargaining unit unless employees in the classification needed for the work are unavailable or refuse the overtime work.

50.02 Exceptions to paragraph 50.01 shall include non-bargaining unit employees who are regularly scheduled to work a particular shift.

50.03 In an emergency situation, a supervisor may respond without contacting additional bargaining unit members, but if additional man power is needed in a particular classification, the supervisor will contact bargaining unit members to respond. An emergency call in list will be created by mutual agreement of the parties, with names of bargaining unit members who shall report to the emergency scene within fifteen (15) - twenty (20) minutes from the time of contact. The emergency call in list shall be exempt from overtime equalization provisions in the Contract, except that management shall use scheduled overtime to, as nearly as possible, comply with the intent with the overtime equalization provision. Nothing herein shall prohibit the City from responding to an emergency situation in the most efficient manner possible to protect the health, safety and welfare of the residents.

ARTICLE LI GENDER AND PLURAL

51.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, masculine, feminine or neuter gender 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 LII HEADINGS

52.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience and identification only and that no heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

ARTICLE LIII LEGISLATIVE APPROVAL

53.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE LIV CONFORMITY TO LAW

54.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

54.02 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 nor between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

54.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE LV OBLIGATION TO NEGOTIATE

55.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

55.02 Thereafter, for the life of this Agreement, the Employer and the Union 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.

55.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE LVI TOTAL AGREEMENT

56.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations. benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, and upon notification to the Union.

ARTICLE LVII DURATION

57.01 This Agreement shall become effective at 12:01 a.m. on March 1, 2010 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, February 28, 2013.

IN WITNESS THEREOF, the parties have hereunto set their hands this 10th day of June 2011.

FOR THE UNION:

FOR THE EMPLOYER:

Dennis M. Clough, Mayor

APPENDIX A

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.

3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.

5. You will have thirty (30) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

APPENDIX B

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE
I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: Date: _____

Appointing Authority Signature: _____

APPENDIX C

City of Westlake:

NOTICE OF BUMPING

Employee Name: _____

Employee Classification: _____

Department: _____

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article of the Collective Bargaining Agreement in order to bump into classification. I understand that this notice must be given within five (5) working days of my receipt of my layoff notice.

_____ _____

Employee's signature Date Submitted

Received by: _____

APPENDIX D

Expenses associated with the following activities are totally chargeable:

1. Gathering information in preparation for the negotiations of collective bargaining agreements.

2. Gathering information from employees concerning collective bargaining agreements.

3. Negotiating collective bargaining agreements.

4. Adjusting grievances pursuant to the provisions of collective bargaining agreements, as well as representing employees in proceeding under civil service laws or regulations.

5. Administration of ballot procedures on the ratification of negotiated agreements.

6. The public advertising of AFSCME's position on the negotiations of, or provisions in, collective bargaining agreements.

7. Purchasing books, reports, and advance sheets used in (a) negotiating and administering collective bargaining agreements and (b) processing grievances.

8. Paying technicians in labor law, economics and other subjects for services used (a) in negotiating and administering collective bargaining agreements and (b) in processing grievances.

9. Organizing within the bargaining unit in which fair share fee payors are employed.

10. Organizing other bargaining units.

11. Seeking to gain representation rights in units not represented by AFSCME, including units where there is an existing designated representative.

12. Defending AFSCME against efforts by other unions or organizing committees to gain representation rights in units represented by AFSCME.

13. Proceedings regarding jurisdictional controversies under the AFL-CIO constitution.

14. Serving as exclusive representative in other bargaining units.

15. Membership meetings and conventions held to determine the position of employees on collective bargaining issues, contract administration and other matters affecting wages, hours and working conditions.

16. Publishing newspapers and newsletters which concern collective bargaining issues, contract administration and other matters affecting wages, hours and working conditions.

17. Impasse procedures, including fact-finding, mediation, arbitration, strikes, slow-downs, and work stoppages, over provisions of collective bargaining agreements and the administration thereof.

18. The prosecution or defense of litigation or charges to obtain ratification, interpretation, or enforcement of collective bargaining agreements.

Expenses associated with the following activities are chargeable in part depending upon whether they are related to the collective bargaining process, contract administration or pursuing matters affecting the wages, hours or working conditions of public employees.

19. The public advertising of AFSCME's position on subjects other than the negotiation of collective bargaining agreements.

20. Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating collective bargaining agreements and processing grievances.

21. Paying technicians in labor law, economics and other subjects for services used in activities other than negotiating collective bargaining agreements and processing grievances.

22. Lobbying for legislation or regulations or to effect changes in legislation or regulations before Congress, State legislatures, local legislative bodies and Federal, State or local agencies.

23. Supporting and paying affiliation fees to other labor organizations which do not negotiate the collective bargaining agreement governing the fair share fee payor's employment.

24. Membership meetings and conventions held for purposes other than to determine the positions of employees on collective.

25. Publishing newspapers and newsletters which concern subjects other than the collective bargaining issues, contract administration or other matters affecting wages, hours and working conditions.

26. Prosecution or defense of litigation or charges on matters other than the ratification, interpretation. or enforcement of collective bargaining agreements.

27. Social and recreational activities.

28. Payments for insurance, medical care, retirement, disability, death, and related benefit plans for union employees, staff and officers.

29. Administrative activities and expenses allocable to AFSCME's activities and expenses for which fair share fee payors are charged.

Expenses associated with the following activities are not chargeable:

30. Training in voter registration, get-out-the vote, and political campaign techniques.

31. Supporting and contributing to charitable organizations.

32. Supporting and contributions to political organizations and candidates for public office.

33. Supporting and contributing to ideological causes.

34. Supporting and contributing to international affairs.

APPENDIX E

CITY OF WESTLAKE

APPLICATION FOR VACANCY

I wish to apply for the vacancy of _____

My present position/title is: _____

_____ _____

Applicant's Signature Date of Application

Received by: _____