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AGREEMENT

BETWEEN

CITY OF WESTLAKE

AND

WESTLAKE CITY HALL EMPLOYEES ASSOCIATION

MARCH 1, 2013 THRU FEBRUARY 29, 2016

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ARTICLE I: PREAMBLE

1.1) This agreement is hereby entered into by and between the City of Westlake hereinafter referred to as "Employer" and the Westlake City Hall Employees Association, hereinafter referred to as the Association. Whenever the word "Union" appears in this proposal, it shall be substituted with the word "Association". For the purpose of this proposal the word "Union" shall have the same meaning and identification as the term the Westlake City Hall Employees Association.

ARTICLE II: WITNESSETH

2.1) The parties acknowledge that during the negotiations which resulted in this contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this contract. If an agreement is reached between the Association and the City, any such supplemental agreement shall be subject to the prior approval of the Executive Board of the Association and the City or their respective designated representatives.

ARTICLE III: PURPOSE AND INTENT

3.1) 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 mandatory subjects of bargaining, including 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.

ARTICLE IV: MANAGEMENT RIGHTS

4.1) 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 not 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) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

4.2) 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 and shall not be subject to the grievance procedure herein contained.

ARTICLE V: EMPLOYEE RIGHTS

5.1) The City recognizes the right of employees to be free to join the association, to file grievances, to give testimony in grievance proceedings, and to hold office in the organization. Therefore, the City agrees that there shall be no discrimination, interference, restraints, coercion, or reprisal by the City, or any agent thereof, against any employee because of any lawful activity in an official activity in an official capacity on behalf of the association.

5.2) The City recognizes the right of the Association to select local officers and alternates to represent the employees on grievances arising under the contract. A local officer or alternate, shall be permitted to investigate and process a grievance within his/her own location as provided in the Grievance Procedure during his/her working hours without loss of regular (straight time) pay, such activity taking into consideration and with proper regard for the City's operational needs and requirements. Within the time limits set forth in the Grievance Procedure, meetings shall be scheduled at time mutually convenient and acceptable to the City and the Association.

5.3) Members of the Association Bargaining Committee, not to exceed five (5) in number, shall be granted time away from duty without loss of straight time pay or benefits, for the purpose of negotiating an agreement with the City, or any supplements thereto, subject to the Mayor's or Director's approval.

5.4) The Association shall provide the City an updated list of its officers and all Bargaining Committee members.

ARTICLE VI: PROBATIONARY PERIOD

6.1) The probationary period for all newly hired employees shall be six (6) months. The promotional probationary period shall be six (6) months. Newly hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

6.2) The employer shall have the sole discretion to discipline newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through ruly Grievance or Arbitration Procedure herein contained.

ARTICLE VII: TRANSFER CLAUSE

7.1) The employer expressly reserves the right to temporarily transfer employees to perform work in a different job classification, in accordance with sections (2) and (3) below.

7.2) An employee who is temporarily assigned to a job classification 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.

7.3) An employee who is temporarily assigned to work in a job classification having a rate of pay higher than such employee's regular job classification, shall receive the higher rate of pay after completion of a total of thirty (30) days within any six (6) month period. If however, the employee is transferred back to their original job classification the employee shall return to his/her rate of pay before such temporary transfer occurred.

ARTICLE VIII: RECOGNITION

8.1) The employer hereby recognizes the Association *as* the sole and exclusive bargaining agent with respect to mandatory subjects of bargaining to include wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees within the following job classifications:

8.2) **INCLUDED:** Secretaries and Engineering Department inspector, draftsman, draftsman/inspector, design-estimator, and Building Department inspectors and property maintenance officer.

8.3) **EXCLUDED:** Confidential employees, professional and managerial employees, supervisors as defined in the Ohio Revised Code, casual and part-time employees, and all employees of the police, fire, and service departments of the City.

8.4) The parties agree to amend the recognition clause to include all new job classifications, not currently included, once they are identified pursuant to Section 24.2 of Article XXIV herein.

ARTICLE IX: DUES DEDUCTIONS

9.1) The employer agrees to deduct regular monthly Association dues and an initiation fee from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deduction shall be made with the first paycheck each month.

9.2) The employer also agrees to deduct regular monthly fees hereinafter referred to as "fair share" fee from the wages of those employees not belonging to the Association but covered by this bargaining agreement. The "fair share" fee shall equal the dues and initiation fee paid by members of the Association.

9.3) The Association agrees to hold the Employer harmless from any and all liabilities and damages which may arise from the performance of its obligations under this article and the Association shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE X: CONFORMITY TO LAW

10.1) 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.

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

10.3) 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 XI: GRIEVANCE PROCEDURE

11.1) A grievance is defined as and restricted to an allegation that the City has violated a specific agreement of this contract or has improperly disciplined or discharged an employee within the bargaining unit. All grievances shall be administered in accordance with the following steps of the grievance procedure.

11.2) The grievance shall be discussed between the employee and his immediate supervisor within three (3) days of the occurrence on which the grievance is based. If a settlement satisfactory to both parties cannot be reached within three days of the occurrence, the grievant shall reduce the grievance to writing and formally submit it to the immediate supervisor. The supervisor will provide a written response within three (3) days.

11.3) If resolution is not reached in step 11.2, the grievance must within three (3) days be submitted in writing to the department head. The department head will provide a written disposition within three (3) days after receipt of the grievance.

11.4) If the grievant party is not satisfied with the written decision from the department head, a written appeal may be filed with the Mayor within three (3) days from the date of the step 11.3 response. The Mayor shall then within five (5) days hold a hearing with the employee representative of the Association and anyone else who, by mutual agreement of the parties, can provide necessary information and data concerning the grievance. The Mayor shall render and provide a written decision on the grievance within five (5) days.

11.5) Should the Association refuse to accept the decision of the Mayor, the Association shall submit the grievance to arbitration in accordance with the procedures set forth in this contract. The Association shall notify the American Arbitration Association and the City at the same time of its intent to appeal the grievance. The arbitrators shall be chosen in accordance with the rules of the American Arbitration Association. The fees and the expenses of the arbitrator shall be borne equally by the City and the Association. Furthermore, the aggrieved employee, his/her representative, and any necessary witnesses shall not lose any regular straight-time off the job while attending an arbitration proceeding.

11.6) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this contract, including all disciplinary actions in reaching his decisions, the arbitrator shall have no authority (1) to add or subtract from or modify in any way any provisions of this contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) days after submission of the case to him.

11.7) All references made to "days" in the grievance procedure refer to working days.

11.8) A policy grievance which affects a substantial number of employees may initially be presented by the Association at step 11.3 of the grievance procedure.

ARTICLE XII: MILEAGE AND EXPENSE ALLOWANCE

12.1) The Director of Finance is authorized to pay, upon the written approval of the Mayor, to each member of the Association, the amount per mile allowed by the Internal Revenue Service in computing income tax deductions, 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 the official

business undertaken may be required by, and shall be in such form as the Director of Finance shall determine. Receipts for any expenditure under Fifteen Dollars (\$15.00) shall not be required provided such items are listed on an expense account form. Similar reimbursement may be made for actual expenditures by the Association member for 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.

12.2) No person shall knowingly submit any substantially false claim for mileage reimbursement or other expenditure authorized to be reimbursed under subsection .1 hereof and no person shall make or authorize the making of any payment known by him to be false in any substantial respect.

12.3) Payments to Association members under this Article shall be made only for trips out of the corporate limits of the City.

12.4) Mileage allowance shall apply to inspectors for the use of personal cars for City inspections within the City.

ARTICLE XIII: SICK LEAVE

13.1) CUMULATIVE SICK LEAVE: Sick leave shall be cumulative at the rate of four and six-tenths (4 6/10) hours for every eighty (80) hours worked up to a maximum allowable total of twenty-five hundred (2,500) hours. No compensation shall be paid or time off given to any employee for any sick leave accumulated in excess of twenty-five hundred (2,500) hours. No further credit or payment for sick leave shall be given to any employee after such employee has earned and accumulated their applicable sick leave hours maximum except as hereinafter provided.

Notwithstanding the above, employees hired on or after October 1, 2014, shall accumulate sick leave to a maximum of two thousand (2,000) hours.

13.2) NON-CUMULATIVE SICK LEAVE: After March 1, 1998, an employee who has accumulated the applicable sick leave hours maximum shall be entitled to additional non-cumulative sick leave each calendar year at the rate of four and six-tenths (4 6/10) hours for every eighty (80) hours worked. Except as hereafter provided, unused non-cumulative sick leave shall be forfeited at the end of each calendar year. One-quarter of an employee's unused non-cumulative sick leave shall be paid to the employee annually in December. In lieu of such payment, an employee may elect by written notice provided to the Director of Finance on or before November 30, to have one-quarter of his/her unused non-cumulative sick leave converted to personal time, which personal time shall be taken in the following calendar year, and if not so fully used, the remainder of such personal time shall be forfeited.

13.3) 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, mother, father, mother-in-law and father-in-law. In the event of death, "immediate family" shall also include grandparents, grandchildren, brothers and sisters.

13.4) Any employee who transfers from any other public agency of the government to 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 an employee shall be as provided in Ohio Revised Code § 124.38.

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

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

13.7) Each employee of the City who has completed at least 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, equal to his basic rate of pay multiplied by an established percent of the total number of accumulated unused sick hours, based upon a maximum accrual of *twenty-five hundred (2,500) hours or two thousand (2,000) hours, as applicable per section 13.1*, in accordance with the following schedule:

a.	10 years	50%
b.	17 years	60%
c.	20 years	68%
d.	25 years	75%

If the termination, transfer, etc., occurs prior to December, said employee also shall be entitled to receive that sum he/she would have been paid in December of the year of termination, transfer, etc., for any unused non-cumulative sick leave as set forth in subsection .2 hereof.

When an employee entitled to payment under this Article terminates his employment, transfers to another governmental 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 fifteen (15) days of such termination, transfer or retirement.

If an employee, eligible for payment or transfer of accumulated unused sick leave, as the case may be, and pursuant to this Article, does not apply to the City 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 payment to such employee in the amount as heretofore provided in this Article.

13.8) WAGE CONTINUATION PLAN: Should a bargaining member 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, at his option, enter into a wage continuation agreement with

the City. The wage agreement will allow the employee to continue to receive his regular rate of pay and benefits without charge to leave time, in lieu of the State of Ohio Bureau of Worker's Compensation loss time benefits, up to a maximum of 60 work days per injury, and maximum of 360 work days in the employee's lifetime service with the City. In order to qualify for a wage continuation plan, the injury must have resulted in a minimum of five (5) scheduled work days in which the employee was certified by a qualified medical provider as being unable to work. The employee must also apply for and receive an allowed medical-only claim from the Bureau of Worker's Compensation for the be specific on-the-job injury.

If the employee enters into a wage continuation plan and the injury is subsequently denied by the Industrial Commission of Ohio, and the employee has exhausted all appeals, then the employee must reimburse the time advanced to the employee through the use of accrued and/or future benefit hours, including sick time, vacation time and personal hours.

ARTICLE XIV: VACATIONS, ACCUMULATION OF TIME

14.1) 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 City employees on the following basis:

1. Forty Hour Employees.
 - A. 3.08 hours per two-week pay period for each pay of continuous service up to and including the 60th month.
 - B. 4.62 hours per two-week pay period for each pay of continuous service after the 60th month and up to and including the 120th month.
 - C. 6.16 hours per two-week pay period for each pay of continuous service after the 120th month and up to and including the 180th month
 - D. 6.77 hours per two-week pay period for each pay of continuous service after the 180th month and up to and including the 204th month
 - E. 7.70 hours per two-week pay period for each pay of continuous service after the 204th month up to and including the 300th month.
 - F. 9.23 hours per two-week pay period for each pay of continuous service after the 300th month.
2. Schedules.
 - A. All employees shall be continuously employed by the City before such employee is entitled to time off for vacation.
 - B. All vacation time shall be taken in time off and not left to accumulate to more than that earned in the previous two (2) years.

- C. In all departments, vacation shall be scheduled with the Department Head. Schedules are to be coordinated so as not to disrupt necessary City services or functions of the department.
- D. All employees shall file their vacation time request with their Department Heads on or before the date designated by such Department Head.
- E. If more than one employee in a department requests 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 a preference.

14.2) The Director of Finance is hereby authorized to pay each City employee at the termination of his employment the accumulated 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.

ARTICLE XV: HOLIDAYS/PERSONAL DAYS

15.1) Paid holidays shall be New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day and the day (Friday) after, Christmas Day, Memorial Day and, an additional number of personal hours for a total not to exceed one hundred(100) holiday and personal hours combined.

15.2) Regular full-time hourly paid employees shall be paid for the hours that would have been scheduled for that day had it been worked. Holiday compensation shall not exceed the number of hours scheduled to be worked that day.

15.3) To be eligible for holiday pay, an employee shall have worked the regularly scheduled work day immediately preceding and following the holiday, or have been on an approved sick leave, personal day, or vacation day or on an off-duty or non-working day.

15.4) If an employee is required to work on a paid holiday and has accumulated forty (40) hours in that week (including holiday hours), he shall be paid his overtime rate of pay for all hours worked on the holiday in addition to holiday pay.

ARTICLE XVI: MERIT RAISES

16.1) Merit raises may be given an employee from time to time in such amounts as recommended by the Department Head and approved by the Mayor up to the maximum rate of pay authorized by Ordinance.

ARTICLE XVII: HEALTH CARE & SPENDING PLAN

17.1) For the term of this Agreement, the Employer agrees to provide bargaining unit employees health insurance, inclusive of medical, hospitalization, dental, eye care and prescription coverage (health care), provided in Appendix F or as otherwise agreed per Section 17.5 below, under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider.

For the years 2013 and 2014 the benefits shall remain comparable to those contained in Appendix "F." 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 provision.

Beginning 2015, cost containment measures may be adopted by the Employer pursuant to the provisions of Section 17.5 herein.

17.2) Annual Wellness Screening Program. Commencing in calendar year 2014, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level.

In order to receive this reduction, the employee shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from twelve and one half percent (12.5%) to ten percent (10%) for 2015 as expressed in the formula contained in 17.4.

17.3) Tobacco Use Surcharge. Commencing in calendar year 2015, the City shall institute a tobacco use surcharge for all employees participating in the group health plan made available through the City. Under this program, employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee. The surcharge rate is reflected in the cost sharing formula contained in 17.4. In order to avoid the surcharge, an employee whose tobacco use is not covered in 17.2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

17.4) Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective March 1, 2013, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the cost of the total base cost for health care, prescription, and ancillary benefits. Effective January 1, 2015, the Employer and employee contributions shall be as set forth below with the applicable incentive/disincentive (surcharge) applied:

Contribution for those Employees Qualifying for Screening Reduction (Incentive) (2.5% Reduction)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	90%	Single	10%
Employee + 1	90%	Employee + 1	10%
Family	90%	Employee/Child(ren)	10%

Contribution w/o Surcharge or Incentive (No Screening/No Tobacco Use)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	87.5%	Single	12.5%
Employee + 1	87.5%	Employee + 1	12.5%
Family	87.5%	Employee/Child(ren)	12.5%

Contribution for Tobacco Users w/ Screening (5% surcharge less 2.5% credit = 2.5% surcharge)

January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	85%	Single	15%
Employee + 1	85%	Employee + 1	15%
Family	85%	Employee/Child(ren)	15%

Base Contribution For Tobacco Users w/ no Screening (5% surcharge)

Monthly Maximum January 1, 2015	Employer Contribution % of Cost		Employee Contribution % of Cost
Single	82.5%	Single	17.5%
Employee + 1	82.5%	Employee + 1	17.5%
Family	82.5%	Employee/Child(ren)	17.5%

The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Finance Director.

17.5) Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the participating bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have access to information in the aggregate relevant to its review of health care usage and necessary to support its study of cost containment programs and options, subject to state and federal law.

The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. However, the health care committee shall have no authority to recommend modifications to the cost sharing ratios in Section 17.4 above. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or benefit levels so that there is no increase in the cost of the plan.

Prior to the time the committee votes to approve any recommendations, each union representative shall have five (5) business days to conduct a ratification vote of their respective membership in order to provide authority for their committee representative to approve any proposed recommendations. Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal, except with respect to whether this Section (Section 17.5) has been followed correctly. If, however, the committee fails to submit a valid recommendation by November 30 for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above). However, the City will not make any changes to the plan for the following year if the cost of the plan is anticipated to be the same or substantially similar.

17.6) Insurance benefits provided for in this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from Federal or State statutes requiring such benefits or by any other employee paid insurance plan under which an employee may be listed as a spouse or a dependent

17.7) 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.

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

17.9) Wellness Program: In order to promote wellness among City employees and members of their families in order to encourage a healthier work force all City Hall employees shall be entitled to join the Westlake Recreation Center at a 50% discount off the regular established resident rates.

ARTICLE XVIII: OVERTIME

18.1) "Overtime" for the purpose of this Article, means all hours worked by an employee in excess of forty (40) hours per week.

18.2) An employee shall be paid time and one-half such employee's hourly rate for every hour worked in excess of forty (40) hours per week. Where an employee's normal work week consists of less than forty (40) hours, the regular hourly rate shall be paid to such employee up to forty (40) hours per week. The hourly rate of employees on salary, for the purposes of this Article, shall be computed by dividing the employee's normal week times fifty-two into the amount of his salary per year.

18.3) No employee shall be permitted to work overtime unless such employee has been ordered to do so by the Director of the Department for which he or she works.

18.4) Payment for overtime to each employee shall be paid with his regular pay for the period in which it was worked.

ARTICLE XIX: PAY PERIODS

19.1) The Director of Finance is hereby authorized to pay each and every member of the Association bi-weekly on every other Friday.

ARTICLE XX: WAGES & WAGE INCREASES

20.1) Effective March 1, 2013 all employees shall receive a 2.0% wage increase or a minimum of \$.60 per hour, whichever is greater.

20.2) Effective March 1, 2014 all employees shall receive a 2.0% wage increase or a minimum of \$.60 per hour whichever is greater.

20.3) Effective March 1, 2015 all employees shall receive a 2.0% wage increase or a minimum of \$.60 per hour whichever is greater.

ARTICLE XXI: LONGEVITY

21.1) Effective December 1, 1995, each employee upon completion of five (5) years of continuous service with the Employer on a full time basis, shall be paid the amount of One Hundred Dollars (\$100.00) per year. The payment will be made in lump sum on the pay date closest to December first (1st) of each year. The amount of longevity shall be paid in accordance with the following schedule:

5 years	\$ 500.00	13 years	\$1300.00
6 years	\$ 600.00	14 years	\$1400.00
7 years	\$ 700.00	15 years	\$1500.00
8 years	\$ 800.00	16 years	\$1600.00
9 years	\$ 900.00	17 years	\$1700.00
10 years	\$1000.00	18 years	\$1800.00
11 years	\$1100.00	19 years	\$1900.00
12 years	\$1200.00	20 years	\$2000.00
21 years	\$2100.00		
22 years	\$2200.00		
23 years	\$2300.00		
24 years	\$2400.00		
25 years	\$2500.00		

21.2) Annual longevity shall be paid by check separate from the employee's normal paycheck.

21.3) Any employee who received a longevity payment in December of 1995 that is greater than the amount he would receive on the above schedule shall continue to receive the amount paid in December of 1995 until such time that he would receive a greater amount on the above schedule.

ARTICLE XXII: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

22.1) Westlake Codified Ordinance No. 167.15 sets forth the procedure for an equal employment opportunity program for employees covered under this agreement and the employer and the employees agree to be bound by the terms of said ordinance in effect at the time of execution of this agreement, without change unless by mutual agreement.

22.2) The parties agree there will be no discrimination based on race, color, creed, national origin, age, sex, disability, marital status or politics.

22.3) The use of the male gender on certain clauses of this contract is done for convenience purposes and does not imply any preference to male or female employees.

ARTICLE XXIII: PENSION FUND

23.1) All employees of this bargaining unit shall be covered by the Public Employees Retirement System Pension Plan and all full time employees shall be governed by the rules and regulations of the Public Employees Retirement Fund Pension Plan for the State of Ohio and are bound by the systems rules and procedures.

ARTICLE XXIV: JOB CLASSIFICATIONS & STATUS

24.1) A new employee will be evaluated after six (6) months for classification and the employer, Mayor and director of department have the exclusive rights to determine if said employee shall continue full time status or be dismissed.

24.2) Classifications to be completed within 6 months, unless otherwise mutually agreed, of the contract signing and Council acceptance, will establish pay ranges, grades and career ladders within existing positions. The existing employees shall not receive a reduction of pay, reduction of classification, or be positioned at the top of their specific job classification as a result of pay range reductions or have their wages below the percentages agreed within this contract.

24.3) Four (4) representatives from the Association will be provided to assist the City in developing the parameters to the extent that they pertain to and are consistent with the above and other Articles of Agreement.

ARTICLE XXV: NO-STRIKE

25.1) 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 withholding of services from the Employer.

25.2) 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.

25.3) It is recognized by the parties that the Employer is responsible for the 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.

25.4) 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 XXVI: SENIORITY

26.1) 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.

26.2) An employee's seniority shall be terminated when one 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 twelve (12) 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 the recall or fails to report to work within five (5) working days, after receipt by certified mail, the Employers recall notice.

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

26.4) The Employer shall provide a current seniority list to the Union on an annual basis.

ARTICLE XXVII: LAY-OFF AND RECALL

27.1) 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) working 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.

27.2) Employees within affected job titles shall be laid off according to their relative job classification with the least senior employee being laid off first, providing that all probationary employees within the affected job title(s) in the department are laid off first.

27.3) Employees who are laid off from one job title may only displace (bump) another employee with lesser seniority in the same or lower rated job title within the same department.

27.4) Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in the same or lower rated job title pursuant to the provisions of paragraph 27.3), above.

27.5) 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.

27.6) 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.

27.7) In all cases where one 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.

27.8) Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for one (1) year from the date of his lay-off.

27.9) 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 ten (10) days from the date the Employer has contacted the employee by certified mail with the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

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

27.11) 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 classification;
- 4) A statement advising the employee of the right to recall and re-employment.

27.12) In the event an employee refuses recall to a classification other than that from

which he was laid-off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

27.13) In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the city 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 by-passed 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.

27.14) A laid-off employee will be recalled to the first available job position 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 City.

27.15) Recall lists shall be kept current by the City 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 City.

ARTICLE XXVIII: SUBSTANCE TESTING AND ASSISTANCE

28.1) All employees shall be subject to drug/alcohol testing pursuant to the City's Drug Free Workplace Policy and Program, attached as Appendix "G".

ARTICLE XXIX: EMPLOYEE ASSISTANCE PROGRAM

29.1) 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.

29.2) 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.

29.3) 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 XXX: DISCIPLINARY PROCEDURE

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

30.2) All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union Representative or a Union attorney 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.

30.3) 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.

30.4) 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.

30.5) A. In a case of a suspension without pay of three (3) days or less, the Department Head shall furnish the employee a written notice of such discipline, served on the employee personally or by certified mail, return receipt requested.

B. Where the appointing authority seeks as a penalty the imposition of a suspension of more than three (3) days without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

30.6) Discipline shall not be implemented until either:

- B. The employee fails to file a grievance within the time frame provided by this procedure, or;
- B. The penalty is upheld by the Mayor or a different penalty is determined by the Mayor.

30.7) The Notice of discipline served on the employee shall be accompanied by written statement that:

- C. The employee has the right to object by filing a grievance within three (3) working days of receipt of the Notice of Discipline;

- B. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- C. The employee is entitled to representation by the Union at every step of the proceeding;

30.8) If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .6, above.

30.9) The following administrative procedures shall apply to disciplinary actions:

- D. The appointing authority, 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 the meeting that she/he is entitled to representation by the Union or an attorney 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 4 of the Grievance Procedure. The Appeal must be filed at Step 4 within three (3) working days from receipt of the Notice of Discipline.

30.10) 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.

30.11) 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 both parties. The Union shall be notified of all settlements.

30.12) 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. (Mayor)

30.13) 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, or any other forum, legal or administrative.

ARTICLE XXXI: EMPLOYEE INCENTIVE PROGRAMS

31.1) Employee Recognition Program- City to pay the sum of \$50.00 per month to each employee who has not missed more than one (1) hour in a stated one (1) 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 month period as set forth hereunder shall be beginning with the first day of March, 2004 and payments provided for hereunder shall be made quarterly beginning in June 2004.

ARTICLE XXXII LIFE INSURANCE

32.1) As soon as practical subsequent to the execution of this Agreement, the Employer will provide each employee with term life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

ARTICLE XXXIII: CLOTHING ALLOWANCE

33.1) Effective March 1, 2007, employees shall receive a uniform allowance of \$350.00 per year and shall wear uniforms, as approved by the Mayor, when working for the City. Uniforms purchased prior to the date of this Agreement may be worn until March 1, 2008. The Bargaining Unit shall meet and mutually agree on a choice of three (3) colors for the entire unit. Employees may elect to wear a summer uniform from April 1st through October 31st of each year. Winter uniforms shall be worn from November 1st through March 31st of each year. Unless otherwise approved by the Mayor, jeans may only be worn by field employees. Should there be a conflict between the City Dress Code and this Article, then this Article shall control.

ARTICLE XXXIV: TOTAL AGREEMENT

34.1) 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, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE XXXV: LEGISLATIVE APPROVAL

35.1) 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 therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXVI: HEADINGS

36.1) 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 XXXVII: NON-DISCRIMINATION

37.1) The employer and the Association agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, disability, marital status or politics.

37.2) The Employer and the Association expressly agree that membership in the Association is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE XXXVIII: GENDER AND PLURAL

38.1) Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either 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.

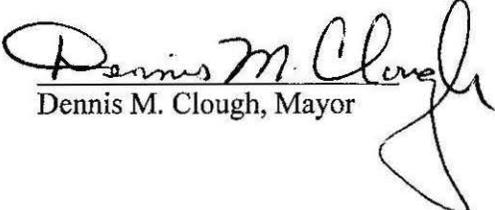
ARTICLE XXXIX: DURATION

39.1) This Agreement shall become effective at 12:01 A.M. on March 1, 2013 and shall continue in full force and effect, along with any amendments made and attached hereto, until midnight, February 29, 2016.

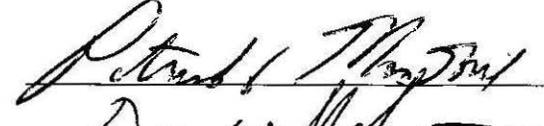
ARTICLE XXXXX: EXECUTION

40.1) IN WITNESS WHEREOF, the parties have hereunto set their hands this 27 day of OCTOBER, 2014.

For the City of Westlake


Dennis M. Clough, Mayor

For the Westlake City Hall Association



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APPENDIX "A"

City of Westlake

NOTICE OF BUMPING

Employee Name:

Employee Classification:

Department:

I hereby give notice of bumping and wish to exercise my "bumping" right 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) days of my receipt of my layoff notice.

Employee's Signature

Date Submitted

Received by: _____

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"

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

APPENDIX "D"

STEP 2 SUMMARY

To the Employee and Appointing Authority:

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his/her representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed:

Effective (Date):

Employee Signature

Date

DISCIPLINARY MATTER SETTLED:

I hereby request a formal grievance be filed at Step of the Grievance Procedure.

Employee Signature

Date

APPENDIX "E"
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

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

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.

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.

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

You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.

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.

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

APPENDIX "F"

For the 2013 and 2014 plan years, benefit levels shall be as follows:

A. Employee co-pay participation:

<u>Tier</u>	<u>80/20 limit</u>	<u>80/20 max out of pocket</u>
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.

D. 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).
- ii. Generic (level 2) \$15.00
- iii. Formulary (preferred) \$30.00
- iv. Non-formulary - \$100.00 cap./ 30%

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. The annual maximum payment for qualified dental benefits is four thousand (\$4,000) dollars per covered person.

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.

APPENDIX G

CITY OF WESTLAKE DRUG-FREE WORKPLACE POLICY AND PROGRAM

Section 1. Statement of Policy.

- A. The City desires a workplace that is free from the adverse effects of alcohol and other drugs. Substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. Substance abuse may lead to safety and health risks in the workplace, for the abusers, their coworkers, and the public-at-large.
- B. All employees are prohibited from: possessing, distributing, selling, manufacturing, of being under the influence of any illegal drugs, being under the influence of alcohol, consuming alcoholic beverages while on City premises, in City vehicles or while on City business or time; abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.
- C. All employees will be tested for the presence of drugs and/or alcohol at the time of a post-employment offer physical exam, any work related physical exam, when there is reasonable suspicion, post-accident, as part of random testing, as a condition of discipline for previous offenses under this policy, and as a condition of returning to work after leave related to drugs and/or alcohol use.
- D. All employees should recognize the need to address problems associated with having on duty employees under the influence of alcohol or drugs, as well as the City's obligations under the Ohio Bureau of Worker's Compensation Drug Free Workplace Program, Federal Drug-Free Workplace Act of 1988 and other State and Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the City recognizes an employee's right to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this policy. The emphasis of this drug free workplace program shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- E. Each employee covered by this policy will be provided with a written description of the City's drug testing program, including the procedures under which a test may be offered, procedures for obtaining samples for testing, how testing will be conducted and reported to the City and employees; and the potential consequences of refusing to submit to testing or of positive test results. Employee education will be provided on an annual basis.
- F. The confidential nature of the medical records of employees with substance abuse problems shall be preserved. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence and pursuant to state and federal laws.
- G. All department heads, managers, and supervisors are responsible for adherence to, implementation, enforcement, and monitoring of this policy. Training will be provided annually to employees with supervisory duties.
- H. All employees of the City of Westlake shall be covered by this policy, including but not limited to, the Mayor, Chiefs, Assistant Chiefs, Directors, Assistant Directors and full and part-time employees.

I. Union member employees are covered by the policies and procedures outlined in their respective collective bargaining agreements. If this policy contradicts the policy in any collective bargaining agreement, the collective bargaining agreement governs.

J. Employees whose jobs are subject to any additional law and/or regulation may face additional requirements in terms of substance abuse testing.

Section 2. Drug-Testing Conditions. Employees covered by this policy will be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol under the following situations:

A. Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol such as dilated pupils, slurred speech, disorientation, odor of alcohol or marijuana, changes in affect, dynamic mood swings, abnormal conduct of behavior. In addition, such reasonable suspicion must be documented in writing by the person having such suspicion and by a supervisor/manager as a witness, if possible. A reasonable suspicion form is attached. If the employee is not in a union or is a member of the City Hall Employees Association, the Mayor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the Mayor, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee. If the Mayor is unavailable, the acting mayor will make the immediate testing decision(s). For all other unions, the immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee. Should the Mayor be suspected of alcohol or drug abuse, the Director of Law shall confirm a test is necessary and any testing documentation shall be forwarded to the Director of Law in the strictest confidence;

B. Post offer, pre-employment;

C. Follow up testing pursuant to this policy,

D. Any work related physical exam;

E. Post accident/incident where an employee may have caused, contributed or cannot be immediately discounted from contributing to an on-the-job accident/incident which is an intended or unintended event that occurs on the City's property or during the conduct of City business, or during working hours, or which involves City supplied vehicles/equipment or vehicles/equipment used in conducting the employers' business, or within the scope of employment and results in any of the following: a fatality of any person, bodily injury requiring off-site medical attention away from the accident premises, property damage in apparent estimated excess of five hundred (\$500.00) dollars, or if the driver is cited; and

F. Random drug testing, an unannounced testing of ten percent (10%) of all employees conducted up to four (4) times during a calendar year in 2004 and testing of twenty-five percent (25%) of all employees thereafter at the City's discretion. The percentage of employees tested will not fall below ten percent (10%) and will not exceed twenty-five percent (25%).

Section 3. Testing Procedures

A. Urine specimen collection (for drugs) or breath (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after twenty-four (24) hours from the time of an employment related accident or incident. Breath testing will be performed as quickly as possible, but no later than eight (8) hours after the incident or it will be documented but not performed. The breath sample will be taken by a Sheriff Deputy, Police Department Officer, State Patrol Officer or by a qualified testing company as designated by the City. Urine specimen collection shall occur at the collection site designated by the City in a secure and private area and shall be subjected to strict scrutiny by collection personnel.

B. Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances in which he/she may have been in contact. This information will be forwarded to the Medical Review Officer ("MRO") and will be considered with the laboratory results.

C. Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing.

D. In testing for alcohol, a breathalyzer test will be administered. A test result which indicates a .02% or higher blood alcohol level will be considered a positive test. A second test or confirmation test will supersede the first or "screen test" breath/alcohol test.

E. In testing for drugs, the urine testing shall consist of a two-step procedure: (a) initial screening of; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the Mayor shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of drug(s) in the employee's system, the sample shall be retained for a period of twenty-four (24) months.

F. An employee has the right to submit information to explain the reason(s) for a positive test to a Medical Review Officer ("MRO"). The MRO is a doctor with specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the positive test.

G. If an employee is injured or there is property damage to a City vehicle and that employee may have caused, contributed or cannot be immediately discounted from contributing to an accident, it is a condition of employment that the employee grants the City the right to request that attending medical personnel obtain appropriate breath, saliva, urine or blood specimens for the purpose of conducting alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work related accident/incident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is

considered a condition of employment. In the event of an accident where an employee has "whole blood" drawn, a result equal to or greater than the levels described in this policy shall be considered to be a verified positive result.

H. Any employee who refuses to submit to a properly ordered alcohol or drug test shall be subject to disciplinary charges for insubordination consistent up to and including termination. Refusal to submit to a test shall be treated as a positive test result. Refusal includes, but is not limited to, failure to provide an adequate quantity of urine, failure to provide a urine specimen within two hours of notification, and making more than three (3) attempts at the breath alcohol test.

I. In all cases in which the employee provides a sufficient urine sample, (at least 45 ml for a split sample consisting of one (1) 30ml bottle and one (1) 15ml bottle) at the time of original sample collection, he/she has the right to a confirmatory test of the 15ml split sample at a NIDA-certified laboratory of the employee's choosing, at the employee's expense, within seventy-two (72) hours after consulting with the MRO and authorizing said MRO to have the split (15ml) specimen tested. The laboratory shall retain the 15ml sample for a minimum of twenty-four (24) months. If the primary urine sample tests negative, both samples are discarded.

J. When any sample is collected, it shall be handled by proper chain of custody procedures from sample collection to return of the proper written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee.

K. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP). Screening cutoff levels at the following or over will be considered positive test results: marijuana (THC) - 50 ng/ml; cocaine - 300 ng/ml; amphetamines - 1,000 ng/ml; opiates - 2000 ng/ml and phencyclidine (PCP) - 25 ng/ml.

L. To conduct random testing, an outside vendor/contractor shall be selected who uses computer software that ensures a timely random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. The City will provide employee identification numbers to be used in the random selection drawings. The contractor will, in turn, furnish the City with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the City to notify each employee who was selected with the date, time and location that random testing will be performed. When notified it shall be the responsibility of the individual employee to provide a urine specimen for drug testing.

Section 4. Notice of Drug-Related Convictions. As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this policy is required to notify the Mayor within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee was working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination.

Section 5. Employee's General Duty to Notify. Any employee whose job duties include driving a City vehicle(s) shall immediately notify his/her immediate supervisor if any of the following apply: the employee's driver's license is not valid or suspended; the employee has restricted driving privileges; the employee has six (6) or more points on their motor vehicle record; the employee has been convicted of any violation under Ohio Revised Code 4511.19 (Driving Under the Influence of Alcohol or Drugs).

Section 6. Disciplinary Action. Any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy or who refuses to submit to a properly ordered test, or refuses to comply with follow-up treatment or assessment directives, shall be subject to disciplinary action, up to and including termination. The City agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. If the employee fails to properly and fully participate in and complete a treatment program approved by the City or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

Section 7. Employee Assistance Program (EAP). While the City does not condone the abuse of alcohol prescription drugs, and/or use of illegal drugs, the City does recognize its commitment to employees by providing an opportunity for employees to deal with drug and alcohol related problems through the Employee Assistance Program ("EAP"). The EAP provides assessment, counseling and/or referral for treatment. Employees may voluntarily utilize this program with or without referral from management. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection/discipline, the City will assist the employee in seeking treatment and the voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the City's sole discretion, be granted in coordination with the EAP where appropriate. Expenses for treatment through the EAP Program will be paid in accordance with limits and requirements set forth in the City's agreement with the EAP. All employee dealings with the EAP shall be strictly confidential. Information regarding EAP services may be obtained by contacting the administrator of the drug free workplace program or calling the EAP directly at 216-663-3287/800-989-3277.

This section shall not operate to limit the City'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 City'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 policy.

	<input type="checkbox"/>	Bodily excrement stains		<input type="checkbox"/>	Other _____	
Breath:	<input type="checkbox"/>	No alcoholic odor		<input type="checkbox"/>	Faint alcoholic odor	
	<input type="checkbox"/>	Alcoholic odor		<input type="checkbox"/>	Sweet/pungent tobacco odor	
	<input type="checkbox"/>	Heavy usage breath spray		<input type="checkbox"/>	Other _____	
Movements:	<input type="checkbox"/>	Fumbling	<input type="checkbox"/>	Jerky	<input type="checkbox"/>	Nervous
	<input type="checkbox"/>	Slow	<input type="checkbox"/>	Normal	<input type="checkbox"/>	Hyperactive
	<input type="checkbox"/>	Other _____				
Eating	<input type="checkbox"/>	Gum	<input type="checkbox"/>	Candy	<input type="checkbox"/>	Mints
	<input type="checkbox"/>	Other _____				

Miscellaneous: _____ Presence of alcohol and/or drugs in associate's possession or vicinity
 _____ On-the-job misconduct by employee
 _____ Employee admission concerning alcoholic use and/or drug use or possession
 _____ If there are witnesses to employee's conduct, list below:

Other Observations (if accident, provide copy of completed accident/incident report):

Employee's Explanation of Reasons for His/Her Conduct:

Once above portion of form has been completed by you and a witness, you are now ready to take a position with the employee. Be certain to follow company procedures as outlined in our drug-free policy.

Check One
 Employee has agreed to testing Employee has not agreed to testing

 Supervisor's Signature Date

 Witness's Signature Date

 Mayor's Signature* Date

*Applicable to Westlake City Hall
 Employees Association and non-bargaining Employees