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AGREEMENT

between

THE CITY OF WILLOWICK

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (UNION)

(SERVICE UNIT)

EFFECTIVE: JANUARY 1, 2014

TO

DECEMBER 31, 2015

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AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, at Willowick, Ohio, by and between the City of Willowick (hereinafter referred to as the "City") and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL- CIO and AFSCME Local 688 (hereinafter referred to as the "Union").

ARTICLE I - Recognition

Section 1. The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all regular employees of the Willowick Service department, excluding clerical employees and supervisors.

Section 2. The Local Union shall be granted a reasonable amount of compensatory release time, not to exceed twenty-four (24) hours per year, to conduct Union business. A written request for such release time must be submitted to the member's immediate supervisor at least three days before such time is taken. This release time is non-cumulative.

ARTICLE II - City's Right to Manage

The City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, the standards of its services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the work force;

- I. Take actions to carry out the mission of the City as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement.

ARTICLE III - Contractors

If the City decides to utilize outside personnel to perform work customarily performed by bargaining unit employees, and if such action is likely to have an impact on the regular operations of the Department, the City agrees to give the Union at least five (5) days advance notice of such action, and, if requested, to meet and discuss such action with the Union.

ARTICLE IV - Union Dues and Fair Share Fees

Section 1. The City will deduct from the pay of each bargaining unit member who submits a written authorization the amount of dues and fees uniformly required by the Union. It is agreed that the amount of dues and fees to be deducted shall not be changed by the Union any more often than once during a six-month period during the first year following the date of signing of this Agreement and no more often than once during a twelve-month period thereafter.

Section 2. The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union, for purposes of collective bargaining, contract enforcement and grievance resolution. For these services, the Union may assess a fair share fee as provided in this Article against non-members of the Union.

Section 3. The fair share fee shall be calculated to reimburse the Union for the non-member's proportionate share of the direct cost of bargaining, contract enforcement and grievance resolution. The fair share fee shall not include charges for any other Union activity or for contributions to political candidates or other political activities. Insofar as the Union expends funds for any purpose other than bargaining, contract enforcement and grievance resolution, the fair share fee shall be proportionately less than the dues charged Union members. The fair share fee shall be equal for all non-members.

Section 4. Any bargaining unit member who objects to paying the fair share fee because of bona fide religious beliefs shall be exempted from paying any fair share fees or Union dues, as provided in Revised Code Section 4117.09(C).

Section 5. The fair share fee provided for by this Section shall automatically be deducted from each pay of a bargaining unit member required to pay for it.

Section 6. The Union agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or

collection of fair share fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Willowick and its various officers and officials, whether elected or appointed.

ARTICLE V - Labor-Management Committee

Section 1. The parties recognize that certain subjects are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the parties may wish to present their views on such subjects to one another.

Section 2. The parties agree to establish a Labor-Management Committee. The Committee shall consist of the Mayor and President of the City Council, or their designees, and two Willowick Service Employees designated by the Union. Committee meetings shall be scheduled at the request of either party at reasonable, mutually convenient times, but not more than fourteen (14) days after the request is made, and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one week before the scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. The Labor-Management Committee shall not be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters within the Service Department before raising them at a Labor-Management Committee Meeting.

ARTICLE VI - Wages

Section 1. Employees employed upon ratification of this agreement by the City shall be entitled to retro-active pay to January 1, 2013 based on hours worked in their designated classification and step.

Section 2. Wage schedules shall reflect a two percent (2%) increase in 2013. During the term of the Agreement, not less than the following hourly wages shall be paid to each employee:

<u>Class I</u>	<u>1/1/13</u>
Hire Rate	26.18
After 6 Months	26.93
After 1 Year	27.66
After 2 Years	28.38
 <u>Mechanic</u>	 <u>1/1/13</u>
Hire Rate	22.05
After 6 Months	23.13
After 1 Year	24.25
After 2 Years	25.35

After 3 Years	25.59
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<u>Class II</u>	<u>1/1/13</u>
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Hire Rate	15.37
After 6 Months	16.40
After 1 Year	17.70
After 3 Years	19.02
After 4 Years	20.32
After 5 Years	21.61
After 6 Years	23.59

<u>Class III</u>	<u>1/1/13</u>
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Hire Rate	13.76
After 6 Months	14.57
After 1 Year	15.70
After 3 Years	16.88
After 4 Years	18.05
After 5 Years	19.17
After 6 Years	20.94

<u>Class IV</u>	<u>1/1/13</u>
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Hire Rate	8.09
After 6 Months	8.72
After 1 Year	11.69
After 2 Years	12.62
After 3 Years	13.50

Months and years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick.

Section 3. Employees in Classes II and III shall have the same duties, except that Class II employees must maintain a Commercial Driver's License (CDL) in order to be available to perform additional duties for which such a license is required. However, Class II, Mechanic and/or Class I employees employed as of January 1, 2000 shall not be discharged or demoted solely because they do not have or maintain a CDL. Should the number of Class II employees in possession of a CDL fall below ten (10), the City may demote or lay off Class II employees without a CDL in reverse seniority order in order to hire or promote employees with CDLs until there are ten (10) Class II employees with CDLs.

In recognition of wage adjustments in the Class IV schedules, employees in Class IV positions may be required to perform some Class III duties, without additional compensation, as directed by the supervisor in charge.

Section 4. Employees who are promoted shall be promoted to that step which provides an increase in base pay. Employees who are demoted shall not be demoted to a step lower than the one to which they would have progressed had they originally been hired in that class. "Promotion" is defined as any reassignment or transfer to a classification with a higher entry rate; "demotion" is defined as any reassignment or transfer to a classification with a lower entry rate.

Section 5. In addition to outside applicants for bargaining unit positions, the City will consider qualified bargaining unit members for positions considered promotions. If the qualifications of each applicant are relatively equal, the most senior bargaining unit member shall be offered the position.

Section 6. The hourly rate of employees assigned to perform the duties of a higher classification for four (4) or more hours in any one (1) day shall be increased by one dollar and fifty cents (\$1.50) per hour for all hours so worked. Employees assigned to perform the duties of a lower classification shall retain their usual hourly rate. The City may require work outside of classification by reverse seniority.

Section 7. Employees shall be granted additional compensation based on years of service as defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick, as set out below in section eight (8) of this article. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

Years of Service

After five (5) years	\$.20
After ten (10) years	\$.25
After fifteen (15) years	\$.30
After twenty (20) years	\$.35

Such rates are in total and are not cumulative.

Any compensation added to the employee's hourly rate as set out in this Section shall not be considered in determining placement into other classification schedules set out in Section 4 of this Article.

Section 8. As used in this Agreement, "active pay status" is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral, injury leave and jury duty. An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more work days or collecting unemployment payments or loss of time benefits from the Bureau of Workers Compensation or receiving disability retirement benefits.

The active pay status standard, as set out throughout this Agreement, shall only apply prospectively and therefore any time previous to January 1, 2011 which could be considered outside of active pay status shall not be counted in calculating time outside of active pay status.

ARTICLE VII - Hours of Work and Overtime

Section 1. The normal work day for regular full-time employees shall be eight (8) hours of work between 6:00 a.m. until 6:00 p.m., Monday through Friday. In addition, each employee shall receive, during each work day, a one (1) hour lunch period, of which one-half (1/2) hour will be paid, scheduled by the Employer to meet the operational needs of the department. To be eligible for such one-half (1/2) paid lunch, an employee must work the full day or return to work after lunch and utilize paid time off if leaving before the end of their shift. Accumulated paid leave deductions shall not be reduced by the paid one-half (1/2) lunch when an employee is off. Lunch periods will not be permitted to be scheduled at the start or end of a day to enable an employee to leave early. Physical relief in the field, at times other than the lunch period, must be approved by the employee's Supervisor and shall be limited. The Employer reserves the right to designate a location where the employee will relieve themselves. Each employee shall be allowed additional paid wash-up time of fifteen (15) minutes before the shift ends. Class IV employees will continue to be scheduled and work as they have in the past; scheduled assignments shall be considered a "normal work day".

Section 2. If the City requires employees to work outside the normal work day, including emergencies, it will first seek volunteers from the designated classification(s) who have the skills and/or qualifications necessary to do the work. If not enough volunteers are obtained, the City shall have the right to require employees who possess the necessary skills to work in reverse order of seniority. If more employees volunteer than are needed, the assignments will be made by seniority.

Section 3. Any employee who is called to work at any time other than during his or her regularly scheduled shift shall be paid at least three (3) hours' pay. Employees may leave when the reason for the call-out has been properly addressed. The provisions of this Section 3 do not apply to scheduled overtime or to call-outs within two (2) hours of the beginning of the employee's regularly scheduled shift.

Section 4. Any bargaining unit member who works more than forty (40) hours during a work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate of pay which is one and one-half times (1-1/2x) his or her regular hourly rate of compensation, subject to Section 5 of this Article.

For purposes of computing overtime pay; holidays, vacation days, compensatory days and personal days shall count as time actually worked. Sick leave shall not be construed as time actually worked.

Section 5. Any bargaining unit member who is required to work on a scheduled holiday (any time after the end of the normal shift immediately preceding the holiday and before the beginning of the normal shift immediately following the holiday) shall receive pay at one and one-half times (1-1/2x) his normal hourly rate for the hours worked in addition to the holiday pay to which he or she is entitled.

Any bargaining unit member who works snowplowing/salting on Christmas day or New Years Eve day, shall be compensated at a rate of two times (2X) his or her regular rate of pay for the hours worked in addition to the holiday pay to which he or she is entitled.

Section 6. Compensatory Time. At the discretion of the Service Director, and if the employee agrees, whenever any employee has worked in excess of forty (40) hours during any normal work week, the Director, in lieu of overtime compensation, may provide such employee with compensatory time off earned at the rate of one and one-half times (1-1/2x) the overtime hours worked up to a maximum of one hundred (100). All compensatory time off authorized by the Service Director should be used during the calendar year in which it is earned, provided that its use will not unduly disrupt the operation of the Department and will not cause the City to incur additional overtime liability or pyramiding of time. Employees can carry compensatory time off over to the next year or the City may pay the compensatory time off for any one or more bargaining unit employees at the discretion of the City.

Section 7. Except for unexpected absences due to illness or other emergencies, requests for time off for personal days, compensatory time, vacation leave, scheduled doctor or dental appointments shall normally be submitted to the Director twenty-four (24) hours in advance of the date desired. Authorization for time off will be dependent on workload, other employee planned absences and the ability to provide adequate staffing.

ARTICLE VIII - Vacation

Section 1. Annual Vacation.

A. Effective 1/1/2013, each regular full-time employee shall receive vacation with pay at his or her regular hourly rate based upon the following schedule of years of service in the active pay status:

<u>Years of Service</u>	<u>Vacation (in working days)</u>
1 or more but less than 5	10
5 or more but less than 10	15
10 or more but less than 15	20
15 or more but less than 20	25
20 or more	30

Vacation days may be taken in any amount desired by each employee, but not less than one full day may be taken without authorization.

- B. For the purpose of determining years of service and the number of vacation days to which each regular full-time bargaining unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire or as adjusted for prior continuous service, including any time worked for the City under the CETA or EEA program.
- C. The vacation pay to which an employee is entitled shall be his or her regular pay based on an eight (8) hour day and forty (40) hour week, all to be computed at the regular hourly rate for such employee.
- D. Vacations must be taken within the 12-month period following each employee's anniversary date, except where an employee is unable to take his vacation due to the needs of the City, such unused vacation time may be carried over into the employee's next vacation year.
- E. Each member shall be entitled to one vacation for each twelve months worked. The amount of vacation to which an employee is entitled at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

Section 2. Requests for vacations shall be submitted to the Service Director on or before March 1 who will develop the vacation schedule by giving the most senior employee who has requested any particular time block the dates he has requested. If other less senior employees have requested the same time block, it shall be totally up to the discretion of the Service Director whether such requests are granted. Any requests which are denied and any requests which are received after March 1 will be scheduled on a first come, first served basis so as not to conflict with the previously scheduled vacation time. The Service Director shall have final authority over the vacation schedule and shall post it on or before March 31.

ARTICLE IX - Holidays

Section 1. Time Off For Holidays.

Each regular full-time bargaining unit employee shall be paid for:

New Years Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

Day Following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

and three (3) personal days to be taken at the employee's discretion upon approval of the Service Director, such approval not to be unreasonably withheld, when such dates fall on days that the employee would otherwise have been scheduled to work, provided that he meets the following requirements: (1) The employee must have been a regular full-time employee at least six months prior to the date of the holiday; (2) the employee must have worked the last scheduled work day prior to and the next scheduled work day following such holiday.

Section 2. In the event that any of the aforesaid holidays fall on a Saturday or Sunday, and the immediately preceding Friday or the immediately succeeding Monday, respectively, is observed as such holiday pursuant to statute, proclamation, or ordinance and the employees would otherwise have been scheduled to work on such Friday or Monday, such Friday or Monday shall be deemed and paid as a holiday under this section.

ARTICLE X - Sick Time

Section 1. Sick Leave.

- A. Each regular full-time bargaining unit member shall be entitled, for each completed month of service to the City, to be absent from work for one and one-fourth work days with pay for the reasons specified in subsection (D) hereof. For the purpose of this section, a total of 160 hours of work within any one calendar month shall be considered as one month of service. In computing such total of 160 hours in any calendar month, all hours for which a bargaining unit member is paid shall be counted.
- B. Compensation to be allowed for such days of earned sick leave actually taken by a bargaining unit member shall be on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated without limit. However, as provided in subsection (G), upon retirement, death or injury resulting in total and permanent disability, no bargaining unit member shall be paid for any more than 120 accumulated unused sick days.
- D. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory time or sick leave (if medically required) shall be utilized first and shall count towards the leave.

- E. A regular full-time bargaining unit member may use sick leave as provided in subsection (A) above, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, children, parents (or person(s) in *loco parentis*). The Mayor or Service Director shall retain the right to require any employee to provide documentation concerning his or her use of sick leave. However, for any absence which extends for more than three (3) consecutive days, a doctor's certificate shall be furnished upon returning to work. Said certificate shall indicate that medical attention was provided and that the employee is fit for duty. Following notice that he or she has incurred five (5) undocumented occurrences in a twelve (12) month period, the City may require an employee to provide documentation for each subsequent occurrence in the following twelve (12) month period. An "occurrence" is an absence of any duration. In cases of prolonged illness or injury, the Mayor may request periodic medical certification of the employee's condition. Sick leave shall not be used for sickness or absence disability that is feigned, simulated, or results from moral turpitude, intoxication, or the use of narcotics, except for treatment or rehabilitation as approved by a physician.
- F. Except as provided in subsection (G) hereof, sick leave credit shall be effective only during such time as an employee remains in the employ of the City and no bargaining unit member shall be entitled to compensation in any form for any unused sick leave credit remaining upon termination of his or her employment with the City. However, the previously accumulated sick leave of a bargaining unit member whose employment with the City has been terminated shall be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.
- G. After ten (10) years full-time employment with the City of Willowick and upon the retirement, death or injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member is currently employed, there shall be paid an amount representing previously accumulated sick leave at such bargaining unit member's then current rate of compensation as follows:
- 1). In the case of retirement, payment up to a maximum of 120 days of accumulated, unused sick leave to the bargaining unit member.
 - 2). In case of death, payment up to the amount of 120 days of accumulated unused sick leave to the bargaining unit member's estate.
 - 3). In the case of injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member was employed, payment shall be up to a maximum of 120 days accumulated, unused sick

leave to the bargaining unit member or for his use to the guardian or conservator of his estate.

- 4). Such payment will be made when a qualifying event occurs while currently employed with the City of Willowick. No payment will be made to a former employee.
- H. Any employee of any public agency who transfers his employment from such public agency to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such public agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by a certificate or letter from an appropriate official of such public agency.
- I. A bargaining unit member whose compensation has been funded by any state or federal funded program who transfers his employment to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such state or federal agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by certificate or letter from an appropriate official of such state or federal agency.
- J. For employees hired on or after 1/1/03, sick leave credit transferred from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick. The City shall maintain a separate record of any sick leave transferred to the City upon employment.

ARTICLE XI - INJURY LEAVE

Section 1. An employee who is injured while on duty and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is apparently entitled to Workers' Compensation, shall be eligible for a total of ninety (90) calendar days of paid leave in any twelve (12) month period commencing with the first day of such leave, unless eligible for a pension. If a period of disability exceeds fourteen (14) calendar days, the employee shall be paid for the first seven (7) days of disability. "Period of disability" shall be construed to include subsequent absences resulting from the same injury or illness, such that only one waiting period shall be required.

Section 2. Should payments be made by the City to an employee for an injury that is subsequently found to be non-compensable, such payments made by the City shall be reimbursed from the employee's accumulated sick leave credits. Deductions from vacation time or pay may only be made if the employee has insufficient sick leave credits to fully reimburse the City. However, no reimbursement shall be required if under applicable State law, the employee would not be required to reimburse the State for Workers' Compensation benefits received.

Section 3. If, at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Prior to an extension of injury leave, the employee shall be required to use any accrued unused vacation, holiday, or compensatory time.

Section 4. Time off during paid injury leave shall count toward service credit and vacation accruals. There shall be no accrual of sick leave credit while being paid injury leave.

Section 5. An employee shall pay to the City any loss of time compensation received under Ohio Workers' Compensation for any time for which the employee has received benefits under this Article

Section 6. The City may require any employee applying for or receiving benefits under this Article to have a physical exam by a physician appointed and paid by the City.

Section 7. An employee on injury leave or receiving temporary total compensation through Worker's Compensation or similar self funded program as a result of an on duty injury, may be required to return to work in a transitional work assignment as determined by the Employer. Such assignments will be for cases that are temporary in nature and will take into consideration any limitations placed on the employee by the attending physician.

Section 8. Any disputes between a physician appointed by the City and a physician chosen by an employee under this Article shall be resolved by a third physician, expert in occupational disease and injury, chosen by the City's physician and the employee's physician.

ARTICLE XII - Bereavement Leave

Each bargaining unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, three (3) days in the event of the death of any of the following relatives of such bargaining unit member or his or her spouse: spouse, child, parent, brother or sister, grandparent or grandchild. To be entitled to such leave, the bargaining unit member must attend the funeral.

ARTICLE XIII - Jury Duty

Each full-time bargaining unit member who is required to report for jury service when scheduled for work shall be paid his or her regular straight-time pay for all time missed while on jury duty, less any pay received for performing jury duty. Employees must present verification of jury duty and jury duty pay. In addition, employees who report for jury duty but who are excused on any particular day from jury duty at any time prior to 12 Noon shall contact the Service Director, who shall then advise them whether or not to report to work for the balance of the work day. Any employee who fails to do this shall forfeit pay from the City on such a day.

ARTICLE XIV - Insurance

Section 1. Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

Section 2.

Effective July 1, 2011, the prescription plan limits may be modified by the Employer from the current \$10.00/\$20.00/\$20.00 plan to a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

Section 3. The Employer will pay 90% of the accumulated total of the health, prescription, eye, and Dental care premiums based on the employees plan level eligibility. The employee shall pay 10%. Payments shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee. Effective July 1, 2011, a four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse and family three or more.

Effective July 1, 2011, plan design changes will include establishing the following:

\$75 Emergency Room Copay
\$50 Urgent Care Copay
\$20 Dr. Visit Copay

	In-network	Out-of-network
Coinsurance	90%/10%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Out-of-pocket max.	\$1,000/\$2,000	\$2,000/\$4,000

Section 4. A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit (Dispatchers, Police Officers, Police Sergeants and Lieutenants, Service, Clerical, and any additional full-time bargaining unit certified by SERB) and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advice on elements of the insurance program.

In the event the City proposes plan level/design changes at times other than during successor collective bargaining agreement negotiations, each member of the Committee shall have one (1) vote. Acceptance of any plan level/design changes, during the term of the collective bargaining agreement, shall require a majority vote of the total members of the Committee.

ARTICLE XV - Uniform Allowance

Each regular full-time bargaining unit member shall be provided four (4) changes of uniform per week (except that mechanics shall be provided five (5) changes of cotton uniform per week), as well as two (2) sweatshirts and three (3) polo shirts or five (5) t-shirts on an annual basis. Employees employed for more than one (1) year shall also receive an annual allowance of One Hundred Fifty Dollars (\$150.00) in order to defray the cost of work boots or other work footwear. This payment shall be included with each employee's first pay in April. The amount of this allowance shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period. In addition, each such employee shall be provided one (1) pair of insulated coveralls, two (2) pairs of denim coveralls, and foul weather gear (including rain gear, rubber gloves and boots) to be replaced as often as the City shall reasonably deem necessary.

ARTICLE XVI - Mileage

Whenever it is necessary for the proper conduct of the business of the City for a bargaining unit member to drive his private automobile for such purpose, within or without the City, such bargaining unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty cents (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs relating to such use; however, this article shall not apply to driving between the residence of such bargaining unit member and the Service Garage complex. In addition, use of a private automobile must be approved in advance by the Mayor or his designee.

ARTICLE XVII - Seniority

Section 1. There shall be a probationary period of six (6) months for any employees who are hired or who transfer into the bargaining unit. Such period may be extended by the City if an employee misses any significant portion of this period due to illness or injury. During this period, such employees may be dismissed totally at the discretion of the City. Employees who are dismissed during the probationary period shall have no recourse to the grievance procedure or to any other contractual, administrative or judicial forum to contest the termination of their employment.

Section 2. Seniority shall be considered in making personnel decisions concerning bargaining unit members only as specified by specific articles of this Agreement.

Section 3. A bargaining unit member's seniority shall date from their most recent date of hire by the City.

ARTICLE XVIII - Layoff and Recall

Section 1. The City shall determine when layoffs are necessary and which classification shall be subject to reductions. Within the classification, the following order shall be followed based on seniority within the City of Willowick, including credit for CETA and EEA time.

- A. The least senior seasonal or temporary employees;
- B. The least senior probationary employees; and
- C. The least senior non-probationary employees.

Section 2. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled in the inverse order of their layoff in the classification held at the time of layoff.

Section 3. Employees may be recalled to another classification if they possess the necessary qualifications. They shall also have the right to return to the job classification they held prior to being laid off, in the event a position for which their seniority entitles them subsequently becomes available within one (1) year of the initial layoff.

Section 4. Employees shall be given notice of layoff ten (10) work days prior to such layoff occurring. Notices shall either be hand-delivered or sent by certified U.S. Mail to the employee's last recorded address. A copy of the notice shall be furnished to an officer of the Union.

Section 5. Employees who are eligible for recall shall be given a notice of return to work five (5) days prior to such required return date. Such notice shall be sent by Certified Mail or hand-delivered to the employee's last recorded address. A copy of the notice shall be furnished to an officer of the Union. Failure to return, or failure to request and receive additional time to return, from such recall notice shall constitute a voluntary resignation. It is the employee's responsibility to provide address changes to the Employer.

Section 6. Any employee in a higher classification shall have bumping rights to any lower classification, except that no Class I employee may bump into Mechanic unless the employee was previously employed and is still qualified as a Mechanic. Bumping rights shall be based upon seniority as defined in Article XVII, plus any CETA or EEA time. Employees who receive a layoff notice must inform the Employer of their desire to bump within five (5) days of receipt of the layoff notice. Employees who are affected by a bump shall receive at least five (5) days notice before being laid off.

Section 7. No mechanic's assistants or helpers shall be used so long as any mechanic is laid off.

ARTICLE XIX - Bulletin Board

The City shall provide space at the Willowick Service Garage for the Union to install a bulletin board to post notices of a general and business nature for the Union's membership and other service employees who may have an interest. The cost of purchasing and installing and maintaining this bulletin board shall be the Union's sole responsibility.

ARTICLE XX - Personnel Files and Policy

Section 1. Each bargaining unit member shall be permitted on one occasion during a six-month period to review his or her personnel file upon the submission of a written request five (5) days in advance. The Mayor or his or her designee shall be present during such review.

Section 2. Should a bargaining unit member come across material of a negative or derogatory nature in his or her personnel file, said bargaining unit member may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the member's file so long as the material to which the comment is directed remains in such personnel file.

Section 3. When a bargaining unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the bargaining unit member's name and the extent of the disciplinary action taken or contemplated until such time as a final disciplinary action has been made and served upon the bargaining unit member.

Section 4. Photographs or personal information about any bargaining unit member in relation to departmental matters shall not be provided to any news or related services without an effort being made to obtain the prior consent of the bargaining unit member.

ARTICLE XXI - Working Conditions

The City shall maintain the Service Department facilities in a clean and sanitary manner.

ARTICLE XXII - Commercial Driver's Licenses (CDL)

Section 1. Whenever a CDL is required by the City, the City shall pay for ordinary periodic renewal of the license, including but not limited to, any license fees, mandatory training costs, or costs of physicals, and the City shall permit each employee to attend mandatory training and/or take any required tests while on duty and without loss of pay. The City may designate a physician to perform any required physicals.

Section 2. Class III and IV employees shall not be required to have a CDL

Section 3. Where it is a requirement for his or her position, any employee who fails to maintain a CDL for reasons other than violations of law, will be placed in a vacant position for which he or she possesses the qualifications if it is available and his placement does not violate other terms and provisions of this Agreement. If such a vacancy is not available, the employee will be placed on a sixty (60) day leave of absence without pay in order to have further opportunity to regain his CDL. The employee may be terminated if he fails to regain CDL certification, fails the physical examination, or does not pass the appropriate test within the sixty (60) day leave period, provided there remains no vacant position as described above. Employees may also be terminated if the loss of a CDL is based on a violation of law or if an employee becomes uninsurable or premiums become unreasonable.

Section 4. Provisions of Section 3 above, as appropriate, shall also apply to positions which require non-CDL State of Ohio driver's licenses.

ARTICLE XXIII - Tool Allowance

In recognition of the fact that Mechanics are required to purchase tools and equipment to be used in the Willowick Service Garage, each employee employed as a mechanic shall receive Twenty Cents (\$.20) per hour in addition to his or her regular hourly wage rate. Mechanics shall not be required to purchase tools and equipment of a kind, type, style, grade, quality, or quantity which they have not heretofore been required to purchase.

ARTICLE XXIV - Drug Testing

The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The City and the Union agree that the City has a legitimate interest in preventing the use of controlled substances by employees during work hours, reporting to work under the influence or reporting to work with controlled substances in their system.

Employees may be urine tested for illegal drug usage:

1. Where there is reasonable cause to believe that the employee to be tested is under the influence of illegal drugs while at work;
2. As a follow-up to a positive test result;
3. In other circumstances where tests are mandated by federal and/or state law.

An employee refusing to submit to testing shall be subject to discipline up to and including discharge; however, no employee shall be required to provide a urine test until he or she is provided with the facts and circumstances upon which the existence of reasonable cause is based, in writing.

Sample (specimen) collection, handling, testing, analysis, and reporting of results to the City shall conform to the federal regulations applicable to holders of Commercial Driver's licenses, except that non-DOT testing may include other substances in the panel. Upon request of the employee, a Union representative may be present during collection if such a representative is reasonably available.

An employee testing positive shall be subject to discipline or discharge, which may include a requirement that the employee participate in a rehabilitation program.

Where an employee tests positive, a reserved sample shall be made available for independent testing at a facility of the employee's choice at the employee's expense. The Employer shall be responsible for the cost of any initial test and if positive, the cost of the confirmation test. In any case that an employee tests positive and retains employment, that requires follow-up testing, such follow-up testing shall be at the employee's expense. Such costs may be required to be paid prior to returning to duty or automatically deducted from the employee's compensation.

Follow-up testing of employees subject to federal regulations shall be conducted in accordance with the minimum required by those regulations, but not less than that required of other employees. Follow-up testing of all other employees shall be limited to four (4) tests in each of a maximum of the two (2) consecutive years following the positive test. In both instances, random tests shall be credited toward follow-up testing.

Any employee may voluntarily submit himself to treatment. In such cases, the City will grant an unpaid leave of absence of up to ninety (90) days, during an employee's career to complete appropriate treatment and the use of accumulated sick, compensatory, or vacation time. Submission to treatment shall not be considered voluntary where the City has requested a test, test results are pending, a positive result has been reported, or there exist circumstances in which the employee would reasonably have expected to be tested in the immediate future. Discipline shall not be based, in whole or in part, upon the results of voluntary submission to treatment, or upon the fact that treatment was sought or received.

Unless a leave of absence is necessary for treatment, employees shall continue to work, except that any employee may be temporarily transferred to a less sensitive position, if available, for the duration of treatment. Following treatment, employees shall be immediately returned to the positions which they held before treatment, unless the employee voluntarily agrees otherwise in writing.

All records generated at any step of this program shall be maintained on a strictly confidential basis. Access shall be limited to those who can demonstrate an absolute need to know the information, to individuals to whom the employee involved has given voluntary, knowing, written permission, where access is required by law (including, but not limited to, the State Public Records Act), or where necessary to administer this Agreement. In no event will the Association be excluded from any procedure where Union presence is requested by an employee.

This drug testing program is initiated solely at the behest of the City of Willowick. The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights regarding the application of this section of the collective bargaining agreement relating to drug testing.

It is specifically agreed that any and all activities of, or determinations made by, the City pursuant to this program are subject to the grievance procedure and review by an Arbitrator in accordance with that procedure.

ARTICLE XXV - Discipline

Section 1. Discipline shall include, but is not limited to, any verbal or written warning, suspension, discharge, demotion, reduction in pay, reassignment, counseling, imposition of a rehabilitation program or other conditional requirement, except that layoffs, suspensions, discharges, demotions or reductions in pay resulting from a restructuring of the department or for economic reasons shall not be considered to be discipline. No bargaining unit member shall be disciplined without just cause. Employees must be disciplined within a reasonable time following the event upon which the discipline is based or the day upon which the City learns of the event, whichever is later. Bargaining unit members shall have the right, upon request, to have an Association member present during any investigative interview concerning any matter which may lead to discipline, except interviews concerning allegations of criminal conduct by the bargaining unit member which are conducted by police personnel.

Section 2. Records of any verbal or written reprimands will cease to have force and effect, or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

Records of any suspension greater than three (3) days will cease to have force and effect or be considered in future disciplinary measures four (4) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

No provision set out in this section pertains to probationary employees or to the employer's right to remove, reduce, or fail an employee in a probationary capacity.

ARTICLE XXVI - Fitness for Duty

Section 1. An employee who becomes unable to perform the essential duties of his or her classification, and whose inability is likely to continue for more than a year, may be demoted to another classification the essential duties of which he can perform if such a position is available and if the employee agrees to the demotion. If the employee does not agree, or no such position is available, the employee may be discharged once his accumulated time off is exhausted.

Section 2. Should a dispute arise over the determination by a physician as to the employee's ability to perform the essential duties of a classification, the employee will be evaluated by a physician (or medical facility) selected by the City (or its physician) and the employee (or his physician).

Section 3. The cost of any medical examinations to resolve a dispute pursuant to Section 2 of this Article which are not paid by the employee's insurance shall be borne by the City.

Section 4. Should an employee accept a demotion pursuant to this Article, he shall be paid at a rate not less than the one to which he would have progressed if originally hired in that classification.

ARTICLE XXVII - Grievance Procedure

Section 1. A. A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application which arises while this Agreement is in effect. All grievances shall be subject to the procedures set forth herein but it is expressly agreed that there shall be no obligation to process or arbitrate any alleged "grievances" which arise when this Agreement is not in effect. Any grievance which is not raised within five (5) business days of the occurrence of the event giving rise to the grievance shall be deemed to be waived and no grievance concerning such an occurrence shall be processed.

B. The City shall also have the option of filing grievances. Such grievances shall be filed at Step C with the President of the Union who shall provide a written answer to the City within ten (10) business days of receiving the grievance.

C. Grievances arising out of circumstances in which an employee is not being permitted to work for an indefinite period, such as discharge or allegedly improper layoff, may, at the option of the Union, be submitted directly to the Mayor, or his designee, in writing, within five (5) business days of the occurrence of the event giving rise to the grievance. The Mayor, or his designee, shall make reasonable efforts to hold a meeting with the concerned parties within ten (10) business days after receipt of the grievance and will answer the grievance in writing within three (3) business days after the meeting.

Section 2. The following procedures shall be used when filing a grievance:

- A. Prior to the submission of any written grievance, the aggrieved bargaining unit member must attempt to resolve the grievance on an informal basis with his or her immediate supervisor.
- B. Any grievance that is not resolved by informal discussion as provided in subsection (A) hereof, shall be presented, in writing, to the Director within five (5) business days of the occurrence of the event giving rise to the grievance. The Director may hold a hearing to discuss the grievance and shall provide a written answer to the grievance within seven (7) business days after having received the

grievance.

- C. If the grievance is not settled by the procedure set forth in subsection (B), the grievance may be appealed to the Mayor, in writing, within five (5) business days of receipt of the Director's response in subsection (B) hereof. Within ten (10) business days after receipt of the grievance, the Mayor or his designee shall hold a meeting with all of the concerned parties and, within seven (7) days after the meeting, the Mayor or his designee shall answer the grievance in writing.
- D. In the event the grievance is not settled or otherwise adjusted by the procedures in subsection (C), the grievance may be submitted to arbitration. In order to invoke this step, the Association or the City shall notify the other party of their desire to do so within fifteen (15) business days of the receipt of the answer required in Subsection (C) above. Upon receipt of a request for arbitration, the parties shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be selected, the party seeking arbitration may request the Federal Mediation and Conciliation Service to submit a sub-regional pool, panel of nine arbitrators and the impartial arbitrator shall then be selected from such panel by striking names with the Union striking first. The cost of the arbitration hearing will be split equally between the City and the Union. Each party shall pay whatever costs are associated with the presentation of its own case. The arbitrator shall have the authority to apply this Agreement to the particular case before him but shall have no authority to add to, subtract from, or in any manner change or modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Union, the City, and all affected employees.

Section 3. The failure of the grievant or his or her representative to meet any of the time limits provided in this section shall constitute a waiver of the grievance. The failure of the City to meet any of the time limits provided in this Article shall entitle the grievant or his or her representative to proceed to the next step of the procedure herein provided.

Section 4. Failure to grieve shall not be considered consent or assent to a practice, policy or specific action of the City, and shall not bar a timely grievance over the same or a similar issue in violation of this Agreement.

ARTICLE XXVIII - No-Strike Clause

Section 1. Neither AFSCME nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, condone, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with normal operations of the City throughout the term of this agreement or any extension thereof. A violation of this Section shall be grounds for discipline including discharge.

Section 2. The Union shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of this "No-Strike" provision.

In the event of a violation of this "No-Strike" clause, AFSCME shall promptly notify all bargaining unit members that the improper action is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union. The Union shall further advise all employees to return to work immediately.

ARTICLE XXIX - Mutually Agreed Upon Dispute Resolution Procedures

The parties agree that they will make a good faith effort to conclude negotiations within forty-five (45) calendar days from the date on which one party serves negotiation proposals upon the other. If agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that the Federal Mediation and Conciliation Service appoint a federal mediator to assist the parties with their negotiations. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C) and no other dispute resolution procedure except mediation through the Federal Mediation and Conciliation Service shall be utilized.

ARTICLE XXX - Nondiscrimination

Neither party will discriminate against any bargaining unit member based on age, sex, race, color, religion, national origin, ancestry, handicap, or membership or non-membership in the Union, in accordance with state or federal law.

ARTICLE XXXI - Savings Clause

Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Willowick City Council, applicable state and federal laws, and the constitutions of the State of Ohio and the United States of America, upon any City official or in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiation.

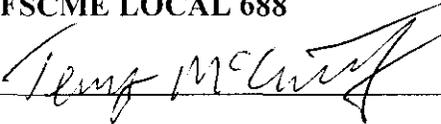
ARTICLE XXXII - Length of Agreement

This Agreement shall remain in full force and effect from January 1, 2013 through December 31, 2013, and shall automatically renew itself thereafter for annual twelve (12) month terms unless one party serves upon the other written notice of its desire to terminate, modify or negotiate a successor agreement at least sixty (60) days prior to the agreement expiration date.

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8,
AFL/CIO**

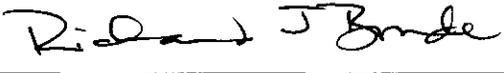


AFSCME LOCAL 688

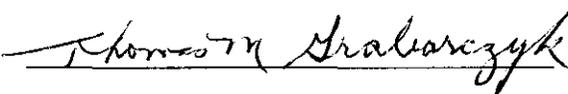




FOR THE CITY:







APPROVED AS TO FORM:



Director of Law

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In the Matter of : Case No. 12-MED-09-0860
: :
The City of Willowick : 2013 APR 29 P 2:08
: :
Employer, : :
: :
and : :
: :
AFSCME Local 688 : :
Service Unit : :
: :
Union. :

FILING OF COLLECTIVE BARGAINING AGREEMENT

Labor Relations Management, Inc., representing the City of Willowick, pursuant to Board Rule 4117-9-07(A), hereby files a copy of the collective bargaining agreement entered into between the Employer and the Union in the above-captioned case.

Respectfully submitted,


Tom Grabarczyk, Consultant
Labor Relations Management, Inc.
6800 W. Central Ave., Suite L-2
Toledo, Ohio 43617

cc: Cheryl Benedict, Finance Director

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Filing of the Collective Bargaining Agreement has been hand delivered to Mark Davis, Esq. AFSCME on this 23rd day of April, 2013.


Tom Grabarczyk



12-MED-09-0860
K29510
1282-05

ARTICLE XXXII - Length of Agreement

This Agreement shall remain in full force and effect from January 1, 2014 through December 31, 2015, and shall automatically renew itself thereafter for annual twelve (12) month terms unless one party serves upon the other written notice of its desire to terminate, modify or negotiate a successor agreement at least sixty (60) days prior to the agreement expiration date.

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8,
AFL/CIO**

Will Law

FOR THE CITY:

Richard J. Borden

AFSCME LOCAL 688

James McHenry

Richard Lee

Cheryl Benedict

Thomas M. Stabarczyk

APPROVED AS TO FORM:

Mr. C. J.
Director of Law