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Final, 12/23/2013

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)

(SECRETARIAL UNIT)

EFFECTIVE: JANUARY 1, 2014

TO

DECEMBER 31, 2015

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## ARTICLE 1

### AGREEMENT AND PURPOSE

#### Section 1.

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

#### Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement.

#### Section 3.

This Agreement is made for the purpose of setting forth the terms and conditions of employment, including rates of pay, hours

and working conditions, and to establish a peaceful procedure for the resolution of grievances between the parties.

Section 4.

Wherever a gender-specific pronoun or adjective is used in this Agreement, it is intended to include both genders, unless otherwise specified.

ARTICLE 2

RECOGNITION

Section 1.

The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all full-time and all regular part-time clerks, accounting clerks and secretaries. Excluded: confidential, management level and supervisor employees as defined in Section 4117.01 of the Ohio Revised Code.

The parties will take such action necessary and file a joint amendment of recognition with SERB to include the newly created classification of Accounting Clerks to the Bargaining Unit.

Section 2.

The AFSCME Bargaining Unit shall be granted release time without loss of wages for such time normally scheduled to work, not to exceed a total of thirty-two (32) hours per year, to conduct City of Willowick related AFSCME business which includes

Union recommended education or training sessions. A written request for each release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative and shall be scheduled in a manner to meet the efficient operational needs of the City.

### ARTICLE 3

#### MANAGEMENT RIGHTS

##### Section 1.

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement or modified by provisions of 4117 of the Ohio Revised Code.

These rights include the rights to:

Determine its location, mission, and policies; set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees for just cause; terminate, in a non-disciplinary manner, the employment of employees

who are rendered or become unable to perform the work for more than twelve (12) months normally required of a Bargaining Unit employee; make, publish, and enforce reasonable rules and regulations; determine classifications within, and the size, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; reorganize, discontinue, reduce, or enlarge any department, or portion thereof; determine the methods and means of the work; determine the numbers of personnel required; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

Section 2.

The City of Willowick has the sole right and authority to determine the purpose and mission of the Employer and the amount of budget to be adopted thereto.

Section 3.

If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement

may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer shall advise the Union of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union.

Not more than ten (10) days after a declared emergency has ended, all suspended provisions of this Agreement shall regain full force and effect.

#### Section 4.

With regard to any grievance arising out of the suspension of any provisions of this Agreement by the Employer in the exercise of its rights under Section Three (3) of this Article, all time limits set forth in the grievance procedures of this Agreement shall be extended until the emergency is over and the suspended provisions shall have regained full force and effect or, at the option of the Union, until the Union shall have received the Employer's written confirmation of its advice regarding the nature of the emergency if it has not already received the same by the time the suspension of provisions is ended.

## ARTICLE 4

### DUES DEDUCTION

#### Section 1.

The Mayor's Office will notify the Union in writing, at the time of hire, or of termination of employment, of the name and effective date of employment or termination of any Bargaining Unit employees so affected.

#### Section 2.

Employees may join or not join the Union as a personal choice.

#### Section 3.

- A. Subject to the Union's compliance with Sections (A) and (B) hereof, and 7 (D), the Employer will deduct Union membership dues on a monthly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have voluntarily signed dues deduction forms authorizing said deductions, and shall forward the proceeds of such deductions to the Union within thirty-one (31) days of such deductions.
- B. The Employer will deduct, as a condition of employment, (subject to the Union's compliance with the provisions of Sections Seven (7)(B) and (D) of this Article and the establishment of a rebate procedure afforded equally to all employees covered by this

agreement in compliance with any applicable state and/or federal law, which procedure shall have been filed with SERB) a "fair share fee" equal to the amount established as dues for members of the Union, on a monthly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have not joined the Union, and shall forward the proceeds of such deductions to the Union within thirty-one (31) days of such deductions.

- C. After sixty (60) days of employment as a new employee, the Employer will begin the appropriate dues deductions for Union members during the pay period following the pay period in which an employee's dues authorization card (as specified in Section Seven (7)(A) of this Article) is received by the Employer, or will begin "fair share fee" deductions for non-members upon compliance by the Union with the provisions of Section Seven (7)(D) of this Article, or next following the Union's compliance with Section Seven (7)(D) of this Article, whichever occurs later. Regardless of the reasons for termination of an employee, no deductions will be made for terminated employees for the pay period in which the termination is effective.
- D. When a temporary employee is hired to perform Bargaining Unit work, the Employer shall notify the

local steward of the reason for employment and the anticipated duration.

Section 4.

Any Bargaining Unit employee who objects to paying the "fair share fee" because of religious beliefs shall, upon submission of such objection to the Employer, Union, and SERB in writing certifying the reasons therefore, be exempted from paying any "fair share fees," as provided in Section 4117.09(c) of the Ohio Revised Code.

Section 5.

The Employer shall make the monthly deductions specified above to the extent that each employee's wages are, during each monthly pay period, sufficient to meet the deductions required. The Employer shall not be responsible for collections, computations, or designation of funds that remain uncollected due to an employee's insufficient payroll earnings. If for any reason a required deduction, or portion thereof, is not made from any employee's monthly pay, upon certification from the Union of any deficiency in any required deduction, a sufficient amount will be deducted from the first pay in which the employee has sufficient earnings from which to recover the amount of such deficiency.

Section 6.

When forwarding to the Union the proceeds of the deductions provided for herein, the Employer will provide the Union with a monthly record of the dues and "fair share fees" deducted for each employee and the total amount deducted and forwarded to the Union.

Section 7.

The Employer's obligations to make the deductions set forth above, and to forward the proceeds there from and records thereof to the Union, are subject to the following conditions:

- A. The Union will provide the Employer with written individual dues deduction authorization cards for each member, which cards will be signed by both the employee and an appropriate officer of the Union and will clearly authorize a voluntary dues deduction from the wages of the employees on a monthly basis corresponding to the Employer's regular pay dates. The Union will provide the Employer, in writing, with the amount of the authorized monthly deduction for each employee. Such authorized amount shall be uniform in dollar amount or shall require no calculation by the Employer.
- B. The Union shall furnish the Employer with the name, title, and address of the authorized person to whom payments and records are to be sent.
- C. The dollar amount of monthly deductions shall not be

changed more than once during any twelve month period. If the amount of any deduction, once certified by the Union, is changed, the amount deducted from the earnings of employees who are subject to such deductions shall not be increased or decreased until the next pay period after the pay period during which written notice of such change is received by the Employer from a duly authorized officer of the Union.

- D. The Union will have provided the Employer with a current typed listing of the names of employees who are subject to the monthly wage deductions contemplated herein, showing the amount of monthly deductions for each employee and the total monthly deductions for the entire Bargaining Unit. This listing shall be signed and dated by an authorized officer of the Union. Thereafter, written notice of any changes in said list, signed and dated by a duly authorized officer of the Union, shall be delivered to the Employer within thirty (30) work days of each change. The Employer shall have no duty to effectuate any changes in said listing until the pay period following that pay period in which it receives such written notice.
- E. The Union and its members shall indemnify and hold harmless the City of Willowick and its various officers, employees, and officials, whether elected or

appointed, against any and all suits, claims, actions, or administrative proceedings arising out of or connected with the imposition, determination, or collection of "fair share fees" or membership dues, and shall indemnify and hold harmless the Employer and its various officers, employees, and officials, from and against any and all liability imposed upon it or them or any of them as a result of any suit, claim, action, or administrative proceeding arising out of or connected to such matters, and shall reimburse the City for any and all expenses incurred in defending any such suit, claim, action, or administrative proceeding, including, but not limited to, expenses, attorney's fees and court costs. The Union and its members may, if agreement can be obtained with the City at the time when any such controversy arises, partially discharge this obligation to indemnify against, or reimburse for, expenses, by providing the City with legal counsel and a legal defense acceptable to the City.

ARTICLE 5

UNION REPRESENTATION

Section 1.

The Employer agrees that no more than two (2) non-bargaining unit accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, shall be admitted to the Employer's facilities and sites during working hours upon prior notification to the Employer. If more than two (2) representatives are requested to attend, prior approval of the Employer shall be obtained.

The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate an appropriate meeting place for such visits.

ARTICLE 6

LABOR-MANAGEMENT COMMITTEE

Section 1.

The parties recognize that certain subjects such as equipment, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration.

Section 2.

For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick secretaries designated by the Union. Committee meetings shall be scheduled at least annually or as mutually agreed. Meetings shall be scheduled at reasonable, mutually convenient times 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 (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters with the appropriate person before raising them at Labor-Management Committee meetings.

ARTICLE 7

NON-DISCRIMINATION

Section 1.

Neither party will discriminate against any Bargaining Unit member based on age, sex, race, color, religion, national origin, ancestry, handicap, membership or non-membership in the Union.

ARTICLE 8

BULLETIN BOARD

Section 1.

The Employer shall permit reasonable space on a lunch room bulletin board to post notices of a general and business nature for the Union Bargaining Unit.

Items posted on the bulletin board shall be of a non-political nature. Any libel, defamatory or offensive materials against employees, the City, or the Union shall be removed upon notification by the Employer which may be challenged by the Union.

ARTICLE 9

PROBATIONARY PERIOD

Section 1.

All newly hired Bargaining Unit employees shall serve an initial probation period. This period is not less than one hundred eighty (180) calendar days or automatically extended where an employee has not actually worked a minimum of one hundred twenty (120) work days. A part-time employee's probationary period shall be established as the proportionately greater number of days to equal one hundred and eighty (180) calendar days. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, discipline or discharge such employees.

Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in this Agreement. Probationary employees shall not be afforded recourse through the grievance procedure in actions involving retention, promotion, demotion, discipline or discharge.

Section 3.

If a probationary employee's employment is terminated for any reason during the probationary period and such former employee is later rehired, the employee will be considered a new employee, subject to a new probationary period.

ARTICLE 10

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick from the last date of hire. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 2.

Seniority shall be terminated when an employee:

- A. Quits or resigns;

- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more consecutive work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work within five (5) work days from the date of receipt of notice of recall from layoff, sent by certified mail, return receipt, (to the employee's last known address as shown on the Employer's records);
- F. Retires;
- G. Fails to report for work within three (3) consecutive work days of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

### Section 3.

Whenever more than one person of the same status (i.e., full time or part time) is hired on the same day, the seniority of each individual, as it relates to such others hired the same day, shall be determined by the last four (4) digits of the employees' social security numbers, with higher being senior.

Section 4.

The Employer agrees to establish and post a seniority list containing employees' names and seniority dates. Such list shall be updated and posted semi-annually by the Employer, or as necessitated by an action related to seniority.

Section 5.

Part-time employees are those who are regularly scheduled to work fewer than forty (40) hours per week. Seniority of an employee considered part-time shall be pro-rated in relation to full-timers' (40 hours per week) seniority, and shall be determined by crediting each hour a part-timer is in active pay status as 1 service credit. 2080 hours of service credit shall equal one (1) year.

ARTICLE 11

LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedures shall be followed.

Section 2.

The Employer shall determine which classification shall be subject to reductions. Within the classification, the following order shall be followed based on seniority with the City of Willowick, starting employees with the least seniority:

A. Seasonal or temporary employees in the respective classification

B. Probationary employees in the respective classification

In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority.

### Section 3.

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.

### Section 4.

Employees originally affected by a layoff shall be given notice of layoff five (5) work days prior to such layoff occurring. Notices shall either be hand delivered or sent by regular U.S. Mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative.

### Section 5.

Employees who are eligible for recall shall be given a notice of return to work five (5) work days prior to such return to work order. Such notice shall be sent by Certified Mail and regular mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation.

Section 6. - BUMP

Within five (5) work days of the layoff notice, employees affected by a layoff can bump in their classification or a lower classification in which they are qualified to perform. Seniority shall prevail. An employee who is affected by a bump shall immediately exercise their right to bump if a position is available and seniority allows. The final or remaining employee(s) will be laid off.

Section 7.

In the event a reduction of hours occurs, such reduction will be based on designated classifications. If a reduction of hours is not voluntarily accepted by the affected employee, seniority within the classification shall be the determining factor. Affected employees will be re-assigned accordingly.

ARTICLE 12

POSTING

Section 1.

When the Employer determines a Bargaining Unit vacancy exists, a notice of the vacancy shall be posted for five (5) work days. The posting will state the classification title, wage rate range, and the requirements for the position.

Section 2.

Any Bargaining Unit employee who feels he/she possesses the necessary qualifications may apply for the vacancy.

Section 3.

Applications may also be taken from outside the Bargaining Unit.

Section 4.

The Mayor's Office will notify the Union in writing, when a temporary employee is hired to fill a bargaining unit position.

Section 5.

The final decision in filling vacancies shall be left solely to the Employer.

Section 6.

The Employer reserves the right of assignment based on classification within the various divisions or departments of the City. When the Employer determines a vacancy exists, employees working fewer hours or in lower paid classifications may be considered for the position.

Section 7.

Current employees who the Employer chooses to fill such vacancies shall serve a probationary period of ninety (90) calendar days. Such employees shall receive proper orientation. Employees who fail to meet the Employer's expectations shall be re-assigned to their former position at their previously established rate, including any increases that may have occurred

during their probationary period on the new job.

## ARTICLE 13

### HOURS OF WORK

#### Section 1.

The work week shall be defined as a seven (7) day period beginning Sunday 12:01 A.M. and ending Saturday midnight.

#### Section 2.

Hours and schedules of employees shall be determined by the Employer. Nothing contained herein shall be construed as preventing the Employer from structuring, scheduling, or assigning employees for the purpose of promoting the efficiency of operations.

#### Section 3.

For full-time employees, the normal work week shall be forty (40) hours per week. The establishment of a normal work week does not guarantee a forty (40) hour week. The normal work day shall be nine (9) hours per day which includes a one (1) hour unpaid lunch period. In the event a regular full-time employee's hours are to be reduced to part-time, the Employer shall advise the Union prior to the effective change.

Employees may be assigned alternative work day and hour schedules as determined by the Employer. Except in cases beyond the control of the Employer, employees shall be given four (4)

weeks advance notice of a normal work week schedule change. Any changes to current work schedules will be discussed with the Union prior to implementation. In cases where general operational hours are expanded, employees will be assigned on a rotating basis among qualified employees. The parties recognize a particular division or service may require the normally assigned employee be designated to work the assignment.

For part-time employees, hours and schedules shall be determined by the Employer.

Section 4.

Lunch periods shall be scheduled by the Employer to meet the operational needs of the City, approximately at mid-way through the employee's shift.

ARTICLE 14

OVERTIME

Section 1. - OVERTIME COMPENSATION

- A. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.
- B. Whenever any Bargaining Unit member, employed on a

full-time basis, actually works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to eighty (80)hours cumulative. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked. Such compensatory time off may be carried over from year to year.

- C. A Bargaining Unit employee shall be permitted to sell back (one time) up to twenty (20) hours of compensatory time each calendar year. Employees shall submit a written request for payment by November 15th to receive such compensation in the first check paid in December.
- D. For purposes of computing overtime pay and/or compensatory time; holidays, vacation days, compensatory days and personal days shall be counted as time actually worked. Sick leave shall not be construed as time actually worked.

## ARTICLE 15

### WORK RULES

#### Section 1.

The Employer may prepare, issue and enforce reasonable work rules, efficiency standards, and safety regulations in the

exercise of a management function. Such rules shall not be in conflict with this Agreement and shall be uniformly enforced to provide a safe, orderly, and efficient operation. Programmatic requirements, procedures, policies, or rules are not work rules and remain within Management's right to change, enforce, establish, etc. and are not subject to the conditions set out herein and are not grievable.

## ARTICLE 16

### DISCIPLINARY ACTION

#### Section 1.

No employee shall be disciplined and except for newly hired probationary employees, no employee shall be discharged or removed except for just cause. When just cause for imposing disciplinary action upon an employee is determined by the Employer to exist such action will be imposed, whenever practicable, in such a manner as to avoid embarrassing the employee before other employees or the public.

#### Section 2.

Disciplinary actions or measures may include, in order of severity, but are not limited to, any of the following:

- A. Oral Warning
- B. Written Reprimand
- C. Suspension

- D. Demotion
- E. Discharge

In addition to discipline set out above, other conditional or corrective action may also be implemented such as counseling or rehabilitation. Progressive and corrective disciplinary action shall not be categorized by type of infraction.

Section 3.

- A. Oral warnings or written reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.
- B. Any employee who may be subject to any disciplinary action more severe than an oral warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a management representative who is not involved in any of the events upon which the intent to discipline is based.
- C. The notice of intent required by this Section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a

disciplinary hearing upon those charges, his right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated Union representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Union has a representative on duty.

- D. Prior to the scheduled time for hearing the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Union, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.
- E. At the hearing provided for herein, the employee shall

be afforded an opportunity to respond to the charges against him, and to advance any versions of events, explanations, or mitigating circumstances which he believes operate to his benefit.

#### Section 4.

Oral or written reprimands may be processed to the Mayor's level to be final and binding. Any employee receiving disciplinary action greater than a written reprimand, including a suspension, demotion, or discharge may appeal such penalty through the grievance procedure including arbitration. Disciplinary grievances shall be entered at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of the Mayor.

#### Section 5.

The City shall insure that the affected employee receives a copy of all disciplinary actions placed in the employee's official personnel file. Records of any oral warning or written reprimands will cease to have force and effect and shall not be used in progressive disciplinary measures one (1) year after the effective date of the warning or reprimand providing there are no intervening disciplinary actions during the period.

Records of any suspensions of five (5) days or less will

cease to have force and effect and shall not be used in progressive disciplinary measures three (3) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.

Records of any suspensions greater than five (5) days will cease to have force and effect and shall not be used in progressive disciplinary measure five (5) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.

Section 6.

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

Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1.

A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the Employer, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this

Agreement. The propriety of, and the procedures followed by the Employer in, all disciplinary suspensions, demotions, or discharges of employees of the Bargaining Unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

#### Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific articles, rules, or regulations violated
6. Desired remedy to resolve the grievance
7. Signature of grievant or steward

#### Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

In cases where one Bargaining Unit employee takes such an

action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action, may only ask for resolution to the grievance that is not pecuniary to the Employer. The Union through its local representative may file a grievance in cases where an action affects the Unit as a whole.

Any grievance not answered by the Employer within the stipulated time limits shall be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not forwarded to the next step by the Union within the stipulated time limits shall be considered resolved at the previous step's response.

Days, for the purposes of this Article, shall be Monday through Friday excluding holidays.

Responses to grievances by the Employer shall be considered served when delivered to the employee and/or to the steward.

The grievant shall have the right to Union representation. Legal counsel may be obtained by the employee if he so desires at no expense to the Employer.

#### Section 4.

The following procedure shall be as follows:

STEP 1 - The Union and/or employee shall refer the written grievance to the designated supervisor within fifteen (15) days of the occurrence which gave rise to the grievance.

The supervisor or his designee shall have ten (10) days in which to schedule a meeting with the employee and/or representative. A written response shall be provided within five (5) days of such meeting. Absent a scheduled meeting, the supervisor or his designee shall investigate and respond in writing to the employee and/or representative within fifteen (15) days following the submission of the grievance.

STEP 2 - If the grievance is not resolved at Step 1, the Union and/or employee may refer the grievance to the Mayor or his designee within ten (10) days after receiving the Step 1 reply. The Mayor or his designee shall have ten (10) days in which to schedule a meeting with the employee and/or representative. A written response shall be provided within five (5) days of such meeting. Absent a scheduled meeting, the Mayor or his designee shall investigate and respond in writing to the employee and/or representative within fifteen (15) days following the submission of the grievance to Step Two (2).

In cases where an employee pursues a grievance without representation by AFSCME, the Union will be provided with a copy of each response to grievances. In such cases, the steward or their designee will be notified of the time and place of scheduled grievance meetings and may be present.

STEP 3 - Arbitration - If the grievance is not

satisfactorily settled in Step 2, the Union may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 2 of the grievance procedure.

The Employer and the Union shall agree to request a Sub-Regional Pool list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The request for a list of arbitrators will stipulate that the arbitrators be members of the National Academy of Arbitrators. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

For subsequent arbitrations, the first strike shall alternate between the parties.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and

issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the Employer and the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

ARTICLE 18

PERSONNEL FILES AND POLICY

Section 1.

Understanding that the City maintains individual personnel files, the Bargaining Unit member may and on at least an annual basis be permitted to review his personnel file with at least a five (5) day written request.

Should a Bargaining Unit member, upon review of his/her file, come across material of a negative or derogatory nature, 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 Bargaining Unit member's file as long as the negative material remains.

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 extent of the disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the Bargaining Unit member.

Release of information or documents contained in an employee's personnel service file is confidential to that employee and shall not be disclosed other than as may be provided by law.

ARTICLE 19

DRUG TESTING

Section 1.

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.

Section 2.

Employees may be tested for illegal drug usage under either of the following conditions:

1. Where there is reasonable cause to believe that the employee to be tested is abusing illegal drugs.
2. When such tests are mandated by Federal and/or State Law.

Section 3.

An employee refusing to submit to testing shall be subject to discipline up to and including discharge.

Section 4.

In the event an employee tests positive for drugs, a confirmatory test using the GC/MS (gas chromatography/mass spectrometry) methods will be performed, utilizing a portion of the original sample. If such confirmatory test is also positive,

such employee shall be subject to discipline up to and including discharge. A rehabilitation program may also be included if the circumstances so warrant.

Section 5.

The City shall pay for the first two (2) steps. Additional tests desired by the employee, or return to work test or follow up tests required by the Employer, not to exceed two (2) per year for up to three (3) years, shall be at his/her expense.

Section 6.

Any discipline imposed pursuant to this Article may be grieved pursuant to Article 17 of this Agreement.

ARTICLE 20

WAGES

Wage schedules shall reflect a two percent (2%) increase in 2013.

Effective retro-active to January 1, 2013, for employees employed as of ratification of this Agreement by the City, the base hourly wage rates applicable to full-time employees in the secretarial and clerical classifications covered by this Agreement shall be established as follows:

SECRETARY II	ACCOUNTING CLERK	SECRETARY I
Start - 15.33	Start - 15.33	Start - 14.31
6 mo. - 16.56	6 mo. - 16.56	6 mo. - 15.53
1 - 17.24	1 - 17.24	1 - 16.21
2 - 17.90	2 - 17.90	2 - 16.89
3 - 18.59	3 - 18.59	3 - 17.57
4 - 19.27	4 - 19.27	4 - 18.25
5 - 19.99	5 - 19.99	5 - 18.99

CLERK

Start - 12.39  
 6 mo. - 13.61  
 1 - 14.28  
 2 - 14.96  
 3 - 15.63  
 4 - 16.32  
 5 - 17.05

RECEPTIONIST

Start - 9.44  
 6 mo. - 10.06  
 1 - 10.74  
 2 - 11.42  
 3 - 12.09  
 4 - 12.78  
 5 - 13.50

Effective retro-active to January 1, 2013 for employees employed as of ratification of this Agreement by the City, the base hourly wage rates applicable to part-time employees in the secretarial and clerical classifications covered by this Agreement shall be established as follows:

PT/SECRETARY II

Start - 13.05  
 6 mo. - 14.08  
 1 - 14.66  
 2 - 15.24  
 3 - 15.80  
 4 - 16.37  
 5 - 17.00

PT/ACCOUNTING CLERK

Start - 13.05  
 6 mo. - 14.08  
 1 - 14.66  
 2 - 15.24  
 3 - 15.80  
 4 - 16.37  
 5 - 17.00

PT / SECRETARY I

Start - 12.17  
 6 mo. - 13.20  
 1 - 13.79  
 2 - 14.35  
 3 - 14.93  
 4 - 15.51  
 5 - 16.15

PT / CLERK

Start - 10.53  
 6 mo. - 11.57  
 1 - 12.14  
 2 - 12.72  
 3 - 13.29  
 4 - 13.87  
 5 - 14.49

PT / RECEPTIONIST

Start - 8.03  
 6 mo. - 8.54  
 1 - 9.13  
 2 - 9.71  
 3 - 10.29  
 4 - 10.85  
 5 - 11.49

Section 2.

Normally, all employees newly hired after 1/1/01 shall receive the base hourly rate established as the starting rate for the classification in which they are hired. Such new hires shall advance after six (6) months and shall advance again after one

(1) year's service. Thereafter, they shall advance annually. 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. If the Employer determines a new employee's skills and ability exceed the starting rate established, the Employer may start the employee at a rate higher than the starting level, but not at nor above present Bargaining Unit employees in the same classification.

### Section 3.

Employees who successfully apply for and are placed in a classification considered a promotion shall be placed at the step that provides an increase in base hourly wage rate and advance annually based on a year of service in the active pay status.

Employees who successfully apply for and are placed in a classification considered lower, or who are so placed as the result of a demotion, layoff or bump, shall be placed at the same step number they had previously attained, but shall be paid the appropriate base hourly wage rate of the lower classification. Future advancement will be based on prior step date in previous classification.

### Section 4.

Employees shall be granted additional compensation based on years of service 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 this section. 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:

<u>YEARS OF SERVICE (SENIORITY)</u>	
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 accumulative.

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 6 of this Article.

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 and injury leave. 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.

Section 5.

When a member of the bargaining unit is assigned to work temporarily as payroll officer for a duration of three (3) hours or more, that employee will receive an additional two dollars (\$2.00) per hour for the hours worked.

ARTICLE 21

SICK TIME

Section 1. - SICK LEAVE

A. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) work days with pay for the reasons specified in Subsection D hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection D hereof,

or due to paid vacations legal holidays.

- B. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his/her usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated without limit.
- D. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection A above, for absence due to illness, injury, pregnancy-related condition, exposure to contagious disease which could be communicated to other Bargaining Unit members and to illness or death in the Bargaining Unit member's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother, sister, grandparent or grandchild. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics.
- E. Except as provided in Subsection F hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his/her employment with the City. However, the previously

accumulated sick leave of a Bargaining Unit member whose employment with the city has been terminated may, with approval of the Mayor, be placed to his/her credit in the event of his/her re-employment by the City within a period of three (3) years from the date of his/her last employment by the City. A full-time employee who becomes part-time shall not lose any accrued sick leave bank. In such cases an employee who would have been eligible for a sick leave cash out upon retirement shall maintain such right of cash out.

F. After ten (10) years full-time employment with the City of Willowick and, upon the retirement under PERS terms and conditions, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member is currently employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick as follows:

1. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
2. In case of death, to the Bargaining Unit member's estate.
3. In the case of injury resulting in total and permanent

disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his/her 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.

G. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his/her accumulated sick leave with such public, state or federal agency or program, provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public, state or federal agency or program.

H. Sick leave transfer credited from any public, state or federal 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.

Section 2.

In the event an employee incurs within any twelve (12) month period more than three (3) absence occurrences which commence on the day immediately preceding or the day immediately following a scheduled day or days off, the Department Head may require the employee to submit an appropriate medical certificate covering any such additional absence occurrence. The Employer may require certification of medical attention when an employee is off for three (3) consecutive work days.

Section 3. - FAMILY/MEDICAL LEAVE

- A. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a rolling twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. Such leave shall be granted for a continuous period or intermittently depending on the employee's needs.
- B. Employees shall be granted such leave for the following reasons:
  - 1. Because of the birth of a son or daughter;
  - 2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for a spouse, son, daughter, parent or guardian who has a serious health condition that involves in-patient care in a medical facility or continuing treatment by a health care provider.
  4. Because of a serious health condition that makes the employee unable to perform the functions of his/her job.
- C. Eligible employees shall be defined as an employee employed for at least twelve (12) months who has worked a minimum of 1250 hours during the previous twelve (12) month period.

## ARTICLE 22

### TRANSITIONAL WORK ASSIGNMENT

#### Section 1.

An employee 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.

ARTICLE 23

BEREAVEMENT

Section 1.

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 and attendance at the funeral of any of the following relatives of such employee or his/her spouse: spouse, child, parent, brother, sister, grandparent or grandchild.

ARTICLE 24

HOLIDAYS

Section 1. - TIME OFF FOR HOLIDAYS

- A. Each full-time employee shall receive credit for eleven (11) legal holidays in each calendar year. An employee must have completed six (6) months of full-time service to be eligible for any scheduled paid holidays. Paid holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 2.

In order to be eligible for holiday pay, an employee must

work or be in the active pay status the regularly scheduled work day immediately preceding and immediately following such holiday.

### Section 3.

If any holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If any holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

In the cases of Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be observed as follows:

When Christmas and/or New Year's Day fall on a Saturday, the holiday on the Eve shall be observed on the Thursday with Christmas and/or New Year's observed on Friday.

When Christmas and/or New Year's Days fall on a Monday, the holiday on the Eve shall be observed on Friday and Christmas and/or New Year's will be observed on Monday.

### Section 4.

Any employee regularly scheduled to work other than Monday through Friday shall observe the first of the two (2) days off per week as if it were a Saturday and the second day off as if it were the Sunday.

ARTICLE 25

VACATION

Section 1. - ANNUAL VACATION

Effective 1/1/2013, each regular full-time employee shall receive a vacation with pay, based upon the following schedule of years of service in the active pay status:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WEEKS</u>
1 or more but less than 5	2 weeks
5 or more but less than 10	3 weeks
10 or more but less than 15	4 weeks
15 or more but less than 20	5 weeks
20 or more	6 weeks

B. For the purposes of determining the number of vacation days to which each regular full-time employee 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. 2080 hours of service credit shall equal one year. Each employee shall be entitled to vacation as determined by the schedule for each twelve (12) months worked.

The amount of vacation an employee is entitled to 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.

- C. Schedules for vacations shall be arranged by and approved by the Employer. The vacation schedule will be circulated to the clerical staff, in order by seniority, during the month of January. The completed schedule will be returned to the Employer by the last day of January and posted. Employees shall be permitted to schedule individual days of vacation; however, the scheduling of full weeks shall take precedence over individual days. Any requests which are received after January 31st will be scheduled on a first come, first serve, basis, as approved by the Employer, so as not to conflict with previously scheduled vacation time.
- D. The vacation pay shall be the salary for the employee's regular work week to be computed at the regular hourly rate of such employee.
- E. A full-time employee who becomes part-time shall not lose any accrued unused vacation. Such accrued unused vacation balance shall be based on the number of vacation hours accumulated as a full-time employee. The employee's balance shall be reduced by the number of hours taken as vacation. Such vacation shall be permitted to be scheduled for such time as the employee would normally be scheduled to work.
- F. A part-time employee who becomes full-time shall begin

to accrue vacation as of the date they become full-time. Such employee's seniority date will be determined pursuant to Article 10, Section 5. The established seniority date will be utilized to determine years of service with the City of Willowick and the amount of vacation the employee is entitled to accrue.

G. Three (3) personal days will be allotted per calendar year for full-time employees, commencing January 1st and ending December 31st. Personal days must be used at any time during this period. A new employee in the first year of employment will be entitled to one (1) personal day for each full quarter remaining in the calendar year hired.

## ARTICLE 26

### HEALTH 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%. Effective July 1, 2011, a four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse, family 3 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

Payment 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.

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 advise 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 27

### UNIFORMS

#### Section 1.

A spending account of Three Hundred Dollars (\$300.00) per calendar year shall be established for each regular full-time Bargaining Unit employee assigned on a regular or permanent basis to the Fire Department for the purchase of designated uniform articles.

Designated uniform articles shall include the following items: shirt, tie, vest, sweater, and slacks. The Employer reserves the right to designate the style, type, color, material, etc. of the uniform.

Section 2.

Normally employees will be permitted to purchase their desired quantity and type of items listed in the designated uniform list. The Employer reserves the right to designate specific article(s) to be purchased and deducted from the spending account.

Section 3.

The City shall replace damaged or worn uniforms at the Chief's discretion.

Section 4.

Each employee assigned to the Fire Department shall be reimbursed up to one hundred dollars (\$100.00) per year for cleaning and maintenance expenses, paid the first pay in December.

Section 5.

An employee appointed to such position for less than a year shall be entitled to a pro-rata portion of the spending account and reimbursement.

The amounts set out in sections one (1) and three (3) of this Article 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.

ARTICLE 28

MILEAGE

Section 1. - MILEAGE

When it is necessary for the proper conduct of the government, business affairs or functions of the City, for a Bargaining Unit member to drive his/her private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his/her 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 directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and their reporting work location. Use of a private automobile must be approved in advance by the Mayor.

ARTICLE 29

NO STRIKE

Section 1.

Neither AFSCME nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass interference with the normal operations of the City during the term of this Agreement.

A breach of this Section may be grounds for discipline.

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 the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by AFSCME. AFSCME shall advise the Bargaining Unit members to return to work immediately.

Section 3. - NO LOCK-OUT

During the term of this Agreement, the City shall not lock out the Bargaining Unit members.

ARTICLE 30

SAVINGS CLAUSE

Section 1.

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 to in any way abridge or reduce such authority. Should any part of this Agreement be held invalid by operation of law or by a 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 portion or 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 negotiations.

## ARTICLE 31

### MUTUALLY AGREED DISPUTE SETTLEMENT PROCEDURE

#### Section 1.

Pursuant to ORC 4117.14(c), the parties agree that upon receipt of a Notice to Negotiate, they will make a good faith effort to conclude negotiations within sixty (60) calendar days.

The parties may mutually agree to extend the initial sixty (60) day period.

#### Section 2.

If an 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 SERB

appoint a mediator to assist the parties with their negotiations.

If the assistance of a mediator is required, the parties agree to meet on not less than two (2) occasions or as mutually agreed in an effort to reach an agreement.

Section 3.

If after mediation no agreement is reached, each party reserves its rights guaranteed under 4117.14 D(2).

1282-04

ARTICLE 32

LENGTH OF AGREEMENT

Section 1.

This Agreement shall become effective January 1, 2013 and shall remain in effect until December 31, 2013 and shall automatically renew itself thereafter from year to year, unless written notice of its desire to terminate, modify or negotiate a successor agreement is served by either party upon the other party at least sixty (60) days prior to this Agreement's expiration date.

In witness whereof, the parties have caused this Agreement to be executed June 18, 2013.

FOR THE CITY OF WILLOWICK

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

Rick J. Borch  
\_\_\_\_\_

Paul R. Davis  
\_\_\_\_\_

Cheryl Benedict  
\_\_\_\_\_

AFSCME LOCAL 688  
T. M. [unclear]  
\_\_\_\_\_

Thomas M. [unclear]  
\_\_\_\_\_

APPROVED AS TO FORM:

Ma C. [unclear]  
\_\_\_\_\_

Director of Law



12-MED-09-0861  
K29768  
1282-06

ARTICLE 32

LENGTH OF AGREEMENT

Section 1.

This Agreement shall become effective January 1, 2014 and shall remain in effect until December 31, 2015 and shall automatically renew itself thereafter from year to year, unless written notice of its desire to terminate, modify or negotiate a successor agreement is served by either party upon the other party at least sixty (60) days prior to this Agreement's expiration date.

In witness whereof, the parties have caused this Agreement to be executed December 17, 2013.

FOR THE CITY OF WILLOWICK

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

Richard J. Bond

Will Jaw

Cheryl Benedict

AFSCME LOCAL 688  
Tony McHenry

Thomas M. Stralawczyk

Richard C. [Signature]

APPROVED AS TO FORM:

[Signature]

Director of Law