04-01-16
15-MED-12-1288
1285-04
K33389

AN AGREEMENT

between

THE CITY OF WILLOUGHBY, OHIO

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1657, AND OHIO COUNCIL 8

EFFECTIVE: APRIL 1, 2016

EXPIRATION: MARCH 31, 2019

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	INTENT	1
ARTICLE 3	RECOGNITION	1
ARTICLE 4	DUES DEDUCTIONS AND AGENCY SHOP	1
ARTICLE 5	MANAGEMENT RIGHTS	2
ARTICLE 6	NO-STRIKE/NO-LOCKOUT	3
ARTICLE 7	LABOR-MANAGEMENT COMMITTEE	4
ARTICLE 8	NON-DISCRIMINATION	4
ARTICLE 9	UNION MEMBERSHIP	4
ARTICLE 10	UNION REPRESENTATION	5
ARTICLE 11	BULLETIN BOARDS	5
ARTICLE 12	PROBATIONARY PERIOD	6
ARTICLE 13	PERSONNEL FILES	6
ARTICLE 14	SAFETY COMMITTEE	7
ARTICLE 15	BARGAINING UNIT WORK	7
ARTICLE 16	WORKWEEK	8
ARTICLE 17	REST PERIODS	8
ARTICLE 18	MILITARY LEAVE	9
ARTICLE 19	UNION LEAVE	9
ARTICLE 20	SICK LEAVE	9
ARTICLE 21	FUNERAL LEAVE	12
ARTICLE 22	INJURY LEAVE	12
ARTICLE 23	RETURN FROM LEAVES	13

ARTICLE 24	SENIORITY	13
ARTICLE 25	LAY-OFF AND RECALL	14
ARTICLE 26	VACANCIES AND JOB POSTINGS	15
ARTICLE 27	NEW AND CHANGED JOBS	16
ARTICLE 28	JURY DUTY	17
ARTICLE 29	HOLIDAYS	17
ARTICLE 30	VACATIONS	18
ARTICLE 31	TEMPORARY TRANSFERS	19
ARTICLE 32	INSURANCES	20
ARTICLE 33	WAGES	22
ARTICLE 34	OVERTIME PAY	25
ARTICLE 35	EQUALIZATION OF OVERTIME	26
ARTICLE 36	UNIFORMS AND FOUL WEATHER GEAR	27
ARTICLE 37	SUBCONTRACTING	28
ARTICLE 38	COMMERCIAL DRIVER'S LICENSE	28
ARTICLE 39	GENDER AND PLURAL	28
ARTICLE 40	HEADINGS	29
ARTICLE 41	OBLIGATION TO NEGOTIATE	29
ARTICLE 42	TOTAL AGREEMENT	29
ARTICLE 43	CONFORMITY TO LAW	30
ARTICLE 44	DURATION	30
ARTICLE 45	DISCIPLINARY PROCEDURE	30
ARTICLE 46	GRIEVANCE PROCEDURE	32
ARTICLE 47	ARBITRATION PROCEDURE	34
ARTICLE 48	EXECUTION	36

ARTICLE 1 PREAMBLE

1.1 This Agreement is hereby entered into by and between the City of Willoughby, Ohio, hereinafter referred to as the "Employer", and Local 1657 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 2 INTENT

2.1 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into this Agreement reached through collective bargaining which will have for its purposes, among others, the following:

A. To recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;

B. To promote fair and reasonable working conditions;

C. To promote individual efficiency and service to the citizens of the City of Willoughby;

D. To avoid interruption or interference with the efficient operation of the Employer's business; and

E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time employees employed in the job classifications listed on Appendix A and attached hereto, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 DUES DEDUCTIONS AND AGENCY SHOP

4.1 The Employer shall deduct Union initiation fees and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deduction. The dues deductions shall

be made from the first pay check of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction with the next regularly scheduled deduction, providing the employee will be working during this subsequent pay period.

4.2 All employees covered by this Agreement who upon completion of sixty (60) working days of employment with the Employer have not become Union members, shall pay a "fair share fee", not to exceed the Union's regular monthly dues as a condition of employment with the Employer. The fair share fee payment shall not require any employee to become a member of the Union. The Employer shall furnish the name and address of all newly hired bargaining unit employees to the Local President within 30 days of employment.

4.3 The amount of the fair share fee shall be certified to the Employer by the Union. Such certified amount shall be deducted from the employee's earnings as in Paragraph 4.1, above, except that employee authorization shall not be required.

4.4 The Union shall prescribe a fair share fee procedure for nonmembers, in conformance with Federal laws, and shall advise each nonmember as to such procedure and provide to the Employer and each nonmember a copy of the procedure.

4.5 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5 MANAGEMENT RIGHTS

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

A. hire, transfer, suspend, discipline, and discharge employees for just cause;

B. determine the number of persons required to be employed or laid off;

C. determine the qualifications of employees covered by this Agreement;

D. determine the starting and quitting time and the number of hours to be worked by its employees;

E. make any and all reasonable rules and regulations;

F. determine the work assignments of its employees;

G. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement;

H. determine the type of equipment used and the sequence of work processes;

I. determine the making of technological alterations by revising either process or equipment, or both;

J. determine work standards and the quality of work to be produced;

K. select and locate buildings and other facilities;

L. establish, expand, transfer, and/or consolidate work processes and facilities;

M. transfer or subcontract work;

N. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;

O. terminate or eliminate all or any part of its work or facilities; and

P. establish, change, and/or eliminate any division within a department or add, subtract, or change any position within a division.

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

ARTICLE 6 NO-STRIKE/NO-LOCKOUT

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

6.2 In addition, the Union shall cooperate at all times with the Employer in continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from, the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

6.3 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined by the Employer consistent with just cause.

6.4 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

7.1 A Labor-Management Committee shall be established to discuss matters of mutual concern within the bargaining unit. The Committee shall consist of two (2) representatives of the bargaining unit and two (2) representatives of the Employer, and shall meet not less than two (2) times a year or as jointly determined.

ARTICLE 8 NON-DISCRIMINATION

8.1 The Employer and the Union hereby reaffirm their shared commitment not to discriminate in any manner relating to employment on the basis of race, color, creed, religion, sex, national origin, ancestry, handicap, age, marital status or military status.

ARTICLE 9 UNION MEMBERSHIP

9.1 The Employer and the Union recognize the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisals by the Employer or the Union against any employee or any applicant for employment because of Union membership or lack thereof.

ARTICLE 10 UNION REPRESENTATION

10.1 The Employer agrees to recognize up to three (3) employees to be designated as Union Stewards for the purpose of processing and investigating grievances, with each Steward having an alternate which will be recognized to act on behalf of the Steward in the Steward's absence. One Steward shall represent employees at each of the following locations:

A. Wastewater Treatment Plant (WPCC)
B. Service Garage Mechanics, Sewer/Traffic
C. Building & Grounds, Parks, and Airport

Not more than one (1) employee from any single division will serve as Steward. Such Steward's selected will represent a category in which their division is designated above.

10.2 A Steward or his alternate may be allowed up to thirty (30) minutes of his workday at the end of his workshift for only the investigation or processing of grievances pursuant to the Grievance Procedure (Article 46), providing he requests and receives advance approval for said time from his immediate Supervisor. A local Union Officer shall take the place of a Steward or an Alternate Steward when they are absent from work. If this investigation or processing of grievances is handled by the Union President or Chief Steward, he shall be allowed up to one (1) hour of his workday for these purposes.

10.3 A Steward having an individual grievance in connection with his own work may ask for the local Union Officer to assist him in adjusting the grievance with his Supervisor. The Union shall also be permitted to use the intra-city mail system for Union business.

10.4 Any employee who files a grievance shall be allowed Union representation at all steps of the Grievance Procedure.

10.5 When there is a reduction in force, the following Union officers shall be retained in preference to all other employees provided they can perform the available work within their division: president, vice president, secretary, treasurer, stewards, and executive board members.

ARTICLE 11 BULLETIN BOARDS

11.1 The Employer shall provide the Union with three (3) locked and one (1) unlocked bulletin boards which will be located in the following areas:

A. City Hall
B. Service Garage;
C. Wastewater Treatment Plant (WPCC); and
D. Parks Garage

The Union shall be responsible for the care and maintenance of such bulletin boards and will supply the locks with one (1) key for each lock being given to the Service Director. The Union shall also be permitted to use the intra-city mail system for Union business.

11.2 No notices, memoranda, posters, or other forms of communication will be posted on the bulletin boards that contain any defamatory material, material relating to Willoughby municipal issues, or any material critical of management or any employee.

11.3 The Union shall provide the Service Director's office with one (1) copy of each posting prior to the posting. The Service Director shall be empowered to remove any material from the aforesaid bulletin boards not in conformance with this Article. In the event there is a dispute after the Service Director removes posted materials, the Union may submit a grievance directly to the Mayor.

ARTICLE 12 PROBATIONARY PERIOD

12.1 All newly-hired employees will be required to serve a probationary period of ninety (90) working days. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

12.2 All newly-promoted employees will be required to serve a promotional probationary period of forty-five (45) working days. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall be appealable through any grievance or appeal procedure contained herein but not to any Civil Service Commission.

12.3 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Paragraph 12.1 above.

ARTICLE 13 PERSONNEL FILES

13.1 An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. Employees shall be notified of written material provided to a third party which does not pertain to the normal course of business such as credit references, insurance, pension, Workers' Compensation, etc.

13.2 An Employee shall be provided, if requested, a copy of any document concerning the performance of his/her duties or character placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement concerning any such document. This copy shall be given within twenty (20) days of the time it is placed in the personnel file.

ARTICLE 14 SAFETY COMMITTEE

14.1 A Safety Committee consisting of the Service Director, his appointee, and two (2) safety representatives appointed by the local Union shall confer at regular quarterly intervals, if necessary, for the purpose of attempting to maintain safe working conditions for employees in the bargaining unit. If conditions warrant, meetings may be held more frequently if requested by either the Union or the Employer. The times and dates for the meetings shall be set by the Service Director.

14.2 The Employer recognizes its obligation to provide a safe working environment and through the Safety Committee shall attempt to maintain safe working conditions and formulate safety programs.

14.3 Employees shall wear personal protective equipment and utilize safety devices and methods which management reasonably determines to be necessary and supplies.

ARTICLE 15 BARGAINING UNIT WORK

15.1 Work customarily performed by employees within the bargaining unit will not be performed by an employee holding a position above the position of Supervisor, except for purposes of instructing or demonstrating the proper methods and procedures of performing the work operations to employees within the bargaining unit or in emergencies where bargaining unit employees are unavailable. For purposes of this Article, an "emergency" shall be defined as any impairment of the Employer's services or operations which cannot be delayed until the beginning of the next regular work day.

15.2 The Employer shall call bargaining unit employees for overtime work that is normally done by the bargaining unit. It is understood that supervisory employees may be called out to supervise, assist employees, or do overtime work if bargaining unit employees are unavailable.

15.3 Community Service Workers in a program sponsored by the Willoughby Municipal Court are permitted to perform work customarily performed by Bargaining Unit members provided such service will not be provided while Bargaining Unit employees are on a layoff status or result in the layoff of Bargaining Unit employees.

The Employer shall offer one (1) Bargaining Unit employee the opportunity to work the job performed by such Community Service Workers outside the normal workday or work week to act in an overseeing capacity.

15.4 Seasonal help employees shall only be employed from May 1st through November 30th of each calendar year.

ARTICLE 16 WORKWEEK

16.1 Except for employees who voluntarily agree to a workweek of four (4) days, ten (10) hours per day, the normal workweek, but not guaranteed, for full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours per day exclusive of the allotted time for meals, during the period starting at 12:01 a.m. Sunday, and continuing to Midnight, Saturday. It is recognized that the Wastewater Treatment Plant (WPCC) will be manned on a continuous operation schedule and will be scheduled accordingly.

Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week such as adopting a four (4) day, ten (10) hours per day schedule in the best interests of the City, utilizing employees who voluntarily agree to the ten (10) hour schedule. In the event of such change, an employee's schedule shall be set in a manner to provide consecutive days off. Such schedule change shall not require an employee to work more than seven (7) consecutive days, without being subject to the overtime provision.

An employee assigned to such ten (10) hour work schedule shall be entitled to receive ten (10) hours of compensation for any designated holiday occurring while on such schedule. Deductions for vacation sick leave and personal days shall be made on a basis of actual hours off. Overtime entitlement shall be for hours in excess of ten (10) hours per day or forty (40) hours per week.

16.2 When it is necessary to change an employee's shift, the employee shall, when possible, be given a forty-eight (48) hour notice of said change, unless an emergency exists as determined in Paragraph 15.1 above.

ARTICLE 17 REST PERIODS

17.1 There shall be two (2) fifteen (15) minute rest periods on each shift, each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half of the shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. The rest periods shall be taken at a time approved by the employee's Supervisor on the job site or other location if approved by the employee's Supervisor.

ARTICLE 18 MILITARY LEAVE

18.1 An employee shall be granted a leave of absence for military duty in accordance with the Federal and State laws.

ARTICLE 19 UNION LEAVE

19.1 A leave of absence without pay may, at the Employer's discretion, be granted to not more than two (2) employees at any one time for leave time requested by the Union. An employee requesting such time, or the Union requesting such time for an employee, shall file a written request with his department head at least one (1) week in advance of the date the leave is to commence, along with indicating the length of time the leave encompasses. Employees on Union leave for more than two (2) weeks shall not receive any fringe benefits after two (2) weeks. Any leave in excess of one (1) week must be approved by the Mayor and the appropriate Director. Requests for leave pursuant to the above shall not be arbitrarily or capriciously refused.

ARTICLE 20 SICK LEAVE

20.1 Sick leave shall be defined as an absence with pay necessitated by:

A. illness or injury to the employee;

B. exposure by the employee to contagious disease communicable to other employees; or

C. serious illness, injury, or death in the employee's immediate family.

20.2 All full-time employees shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month and may accumulate unlimited sick days for usage and one hundred twenty (120) days for retirement, except when an employee is on unpaid leave.

20.3 An employee who is to be absent on sick leave shall notify his supervisor or any department superintendent of such absence and the reason therefore, at least one-half (1/2) hour before the start of his work shift each day he is absent.

20.4 Sick leave may be used in segments of not less than two (2) hours.

20.5 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness as may be satisfactory to him, but an employee shall not be required to supply a physician's report to be eligible for

paid sick leave unless he has been absent for more than three (3) consecutive work days.

20.6 If the employee fails to submit adequate proof of illness, upon request, or in the event that upon such proof as is submitted, the Department Head finds there is not satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

The attending physician's statement, establishing that a condition exists that prevented the employee from working or that medical services were provided during working hours, shall be deemed adequate proof, unless the Employer has reason to suspect such report is erroneously supplied.

20.7 Any abuse of sick leave or the patterned use of sick leave shall be sufficient cause for discipline.

20.8 An employee found medically unfit for duty or unable to return to service after an extended medical leave as authorized by the Employer, shall be removed from employment in a non-disciplinary manner.

Initiation of the process of removal may begin when the Employer reasonably believes that an ongoing condition renders an employee unfit for duty.

Such initial determination may be based on the employee's physician's medical statement or, at the Employer's expense, an employee may be required to submit to a medical examination to determine fitness for duty.

20.9 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

20.10 When the physical condition of an employee demonstrates that he or she is unable to perform their duties or the performance of those duties will jeopardize the health and safety of himself or other employees, the Employer will immediately relieve the employee of duty and have he/she examined by the Employer's doctor at the Employer's expense. This relieving of duty will not be done without prior consultation with the Union President or Vice-President or their designated representative.

If this examination shows the employee to be fit for work, he or she will be returned to duty. If the employee is unfit, he or she will be removed from service pursuant to Section 20.8 of this Article.

20.11 When the use of sick time is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or other relatives residing with the employee.

20.12 Upon the retirement of a full-time employee, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by the total achieved by the multiplication of the following percentages times the number of accumulated sick days the employee has at the time of his retirement. The percentages used shall be according to the following schedule and be based on the length of service of the employee.

Length of Continuous Service	Percentage
Less than 5 years	25%
5 to 8 years	50%
8 to 10 years	75%
10 to 15 years	100%
15 to 20 years	100% (+20%)*
20 to 25 years	100% (+30%)*
25 years or more	100% (+40%)*

*Additional percentage balance remaining in excess of 960 hours.

In the event of death of an employee prior to retirement, such employee shall be entitled to receive payment for all accumulated but unused sick leave up to a maximum of 960 hours without regard to longevity. Employees with 15 or more years are entitled to receive payment as per the above schedule. Such payment shall be made to the surviving spouse or to the employee's estate.

20.13 For employees employed on or after 4/1/01, accrued unused sick leave may be transferred to the City from another political subdivision of the State of Ohio, where the employee has not exercised any type of cash out. Such time transferred may only be used for allowable sick leave absences. Transferred sick leave shall be utilized after all time earned with the City of Willoughby is exhausted. Transferred sick leave shall not be added to time earned with the City of Willoughby for purposes of cash out.

ARTICLE 21 FUNERAL LEAVE

21.1 Upon execution of this agreement, an employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's family. The employee shall be entitled to a maximum of three (3) work days for the death in his immediate family, up to and including the day of interment. For purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, stepmother, stepfather, sisters, brothers, parents-in-law, aunts, uncles, grandparents, and grandchildren, along with any other relatives residing with the employee at time of death.

21.2 If an employee requires more time than contained in the above section, he may utilize vacation time, sick leave, or leave without pay, with the approval of the employee's Supervisor.

ARTICLE 22 INJURY LEAVE

22.1 In cases uncontested by the Employer, when an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for more than seven (7) calendar days, he shall be eligible for a paid leave not to exceed 90 calendar days. The employee may be required to file for Workers' Compensation and sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article.

22.2 If at the end of this 90 day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional 90 calendar day periods or parts thereof.

22.3 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article.

22.4 The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related or whether the Employer should extend the leave.

22.5 If, during the three (3) calendar years following the original date of injury, the disability reoccurs, and is so certified by a licensed physician which is not contested by the Employer, the injured employee shall be compensated, pursuant to Sections 22.1 and 22.2 hereinabove, for such period or periods of time that remain unused from previous disability pay periods associated with the same injury, for absences greater than seven (7) days.

22.6 While receiving paid injury leave, employees may not work outside employment details or jobs without specific written authorization to do so by the Director of the employee's respective department.

22.7 The Employer reserves the right to assign an employee to perform duties or other transitional work within the allowable parameters of the employee's physician's statement or that of the Employer's physician.

ARTICLE 23 RETURN FROM LEAVES

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

23.2 If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

23.3 An employee who fails to return to duty within three (3) consecutive days of the completion or a valid cancellation of a leave of absence, without prior valid explanation to the Employer or his designee, shall be removed from the employment of the Employer. An employee who fails to return to service from a leave of absence and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence.

ARTICLE 24 SENIORITY

24.1 Effective 4/1/01, seniority shall be defined as an employee's uninterrupted length of continued full-time employment with the Employer. An employee shall not earn any seniority for any period of time he is employed by the Employer outside the Bargaining Unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

24.2 An employee's seniority shall be terminated when one or more of the following occur:

A. he resigns;

B. he is discharged for just cause;

C. he is laid-off for a period exceeding eighteen (18) months;

D. he retires;

E. he refuses a recall or fails to report to work within ten (10) working days from the date Employer sends the employee a recall notice by

certified mail to the employee's last official address as shown on the Employer's records;

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

G. he becomes unable to perform his job's duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.

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

24.4 During the months of January and July of each year, the Employer shall post copies of the current seniority list for all employees within the bargaining unit on each Union bulletin board and supply a copy to the local Union President. These lists shall be considered final and binding upon the Union and the employees unless a notice of appeal is submitted through the Grievance Procedure within fifteen (15) days from the date of the posting of the seniority lists.

ARTICLE 25 LAY-OFF AND RECALL

25.1 Where, because of economy, consolidation or abolishment of functions, curtailment of activities, or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

25.2 Employees within effected job titles/classifications shall be laid off according to their relative seniority (Employer-wide) with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, and probationary employees within the effected job titles/classifications, within the effected department, are laid off first in the above respective order. For the purposes of this Article, "department" shall mean the various divisions within the Service and Recreation Departments.

25.3 Employees who are laid off from one job title/classification may displace (bump) another employee with lesser seniority in an equal or lower-rated job title/classification within his division. If the employee lacks the seniority to displace (bump) within his own division, he may displace (bump) another employee with lesser seniority in another division within his present department who occupies an equal or lower-rated job title/classification, providing the employee works in a division of the Service or Recreation Departments and the position he is attempting to bump into is in the Service or Recreation Departments.

25.4 Employees who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower-rated job title/classification, pursuant to the provisions of Paragraph 25.3, above.

25.5 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title/classification is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

25.6 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee, pursuant to the above provisions, shall be laid off.

25.7 Employees who are laid off shall have the option of displacing (bumping) another employee, pursuant to the above provisions, or being directly laid off by the Employer.

25.8 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses to recall or does not report to work within ten (10) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

25.9 Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

ARTICLE 26 VACANCIES AND JOB POSTINGS

26.1 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description, and the rate of pay, and a copy shall be provided to the Union president. During the first four (4) days of the posting period, employees already working within the same department and division where the vacancy exists may apply. If no such qualified employee applies during this period, any employee within the City may apply within the remaining three (3) days of the posting period.

26.2 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Department Head by the end of the applicable posting period in order to be considered for the position. The three (3) most senior qualified employees applying shall be tested, except as modified in Section 26.3. The Director will interview all three (3) and the Director will promote the best interviewed.

26.3 Those employees with a record of discipline or poor attendance as defined below will not be considered for promotion.

A. Those employees in the group who have had disciplinary action, of at least a suspension which has been retained in their file for at least two (2) years. Suspensions must be administered by the appointing authority;

B. Those employees who have had more than ten (10) occurrences of sick leave during the preceding year;

C. Extenuating circumstances shall be considered for lack of a promotion.

26.4 An employee awarded a higher paying job under this Article shall be placed in the pay step of the new job classification that gives the employee a pay increase of at least Fifty Cents ($.50) per hour, providing the schedule allows.

26.5 An employee who is awarded a new job shall be required to satisfactorily complete a forty-five (45) working day probationary period. If it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously-held position at his prior rate of pay and such reduction shall be appealable through any Grievance and Arbitration Procedure herein contained, but not to any Civil Service Commission.

ARTICLE 27 NEW AND CHANGED JOBS

27.1 If substantial changes occur in the method of operations, tools, or equipment of a job, or if a new job is established within the general scope of the work performed by members of this unit, the Employer shall establish and describe the content of the job and shall establish a pay structure for that job. The content of the job and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay.

ARTICLE 28 JURY DUTY

28.1 An employee who is called for jury duty or subpoenaed as a witness for an action to which he is not a party, will be granted time off with pay for the purposes listed above, provided the employee either leaves and/or returns to work immediately before or after such duty.

ARTICLE 29 HOLIDAYS

29.1 All full-time employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In addition to the above each calendar year, all employees shall be entitled to one (1) personal day off with pay and Martin Luther King Day, to be treated as and scheduled as a personal day. Such day may be taken upon the request of the employee and approval of the Employer. Newly hired employees shall become eligible for a personal day beginning at the start of the next calendar year.

Personal days will be scheduled in a manner that meets the efficient needs of the Department. Personal days will normally be scheduled 48 hours in advance which may be waived by a supervisor in extenuating circumstances.

29.2 In order to be paid for any of the above holidays, the employee must report for work and actually work the last scheduled work day before the holiday and the first scheduled work day immediately after the holiday unless the employee's absence is excused.

29.3 If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Holidays for continuous shift operations shall be celebrated on the day they fall.

ARTICLE 30 VACATIONS

30.1 All full-time employees shall earn paid vacation pursuant to the following schedule which shall be taken in the calendar year following the year in which the vacation is earned. Employees who fail to satisfactorily complete their probationary period are not eligible for any vacation time.

30.2 All vacation time shall be credited on January 1st of each year and shall be for the time of employment in active pay status ending on the immediately preceding December 31st.

30.3 Employees who have worked less than one (1) year for the Employer shall receive one (1) day for each full month worked in the active pay status, thereof, prior to January 1st of the vacation year, not to exceed ten (10) days. All other employees shall be entitled to accrue up to a ten (10) day vacation period in and after the vacation year in which such employee completes two (2) years of service with the City; up to fifteen (15) days vacation in and after the vacation year in which such employee completes five (5) years of service with the City; up to twenty (20) days vacation in and after the vacation year in which such employee completes ten (10) years of service with the City; up to twenty-five (25) days vacation in and after the vacation year in which such employee completes fifteen (15) years of service with the City; and up to thirty (30) days vacation in and after the vacation year in which such employee completes twenty (20) years of service with the City of Willoughby. For purposes of determining the amount of vacation accrued in the prior year, an employee will have accrued one twelfth (1/12) for each full month (30 calendar day period) in the active pay status of the respective level of entitlement.

Active pay status shall be defined as an employee who is receiving compensation for hours worked, vacation, holiday, sick leave, injury leave, and paid administrative leave.

30.4 Full-time employees previously employed on a regular full-time basis by the State of Ohio or a political subdivision thereof, may, at the time of hire, credit such previous service credit for the purpose of accruing vacation leave, up to a maximum of five (5) years. Previous service credit shall only be credited for the purpose of future vacation accrual.

Such prior service credit will be granted after one (1) full year of employment with the City of Willoughby as a full-time employee.

30.5 If, because of the needs of the Employer, an employee who has previously scheduled vacation time is unable to take such vacation time, the employee shall have the option of either carrying over such vacation time to the next calendar year or receive pay for such time at the end of the year in which it was to be taken. There will be no other carry-over of vacation time from one year to another.

30.6 If an employee is involuntarily terminated or voluntarily terminates his employment after supplying the Employer with one (1) week's advance notice of said termination, he shall receive payment for any accrued but unused vacation time credited to him at the time of his termination. In the case of the death of an employee, his earned but unused vacation time will be paid to his estate.

30.7 If an employee is laid off, he shall receive payment for his accrued but unused vacation time no later than the next regularly-scheduled pay day.

30.8 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or at the end of his vacation.

30.9 All employees shall submit their desired vacation periods to their Department Heads prior to March 15th of each year, when a written vacation schedule will be posted. In those cases where there are requests for the same period of time exceeding the number of employees able to be absent at any one time as determined by the City, the first two (2) weeks of any employee's request shall be assigned on the basis of seniority. Once every employee submitting a vacation request has been scheduled for two (2) weeks of vacation, then employees entitled to more that two (2) weeks vacation a year shall have their remaining vacation requests determined on the basis of seniority. Employees submitting vacation requests after March 15th shall be granted vacation on a first-come, first-serve basis, subject to operational needs and previously-scheduled vacations.

30.10 Employees entitled to more than two (2) weeks of vacation per year shall use the first two (2) weeks of their vacation in blocks of at least one (1) week. These employees may use the remainder of their vacation leave in increments of one (1) day. Employees entitled to two (2) weeks or less vacation leave per year shall use at least one (1) week of their leave in a block and may use the remainder in one (1) day increments.

ARTICLE 31 TEMPORARY TRANSFERS

31.1 A temporary transfer shall not exceed thirty (30) consecutive days (except as noted in 31.1a). A temporary transfer to a higher rated classification shall first be offered to the senior qualified employee within the Department.

31.1a For the purpose of snow removal, a temporary transfer shall not exceed ninety (90) consecutive days. In the event that a temporary transfer necessitates a shift change, the "department in need" shall cover either fifty per cent (50%) of the manning for two (2) shifts or thirty-three per cent (33%) for three (3) shifts.

31.2 If the Employer assigns an employee to work in a higher classification on a temporary basis for a period in excess of eight (8) consecutive hours, the employee will be compensated at a rate in the classification wage scale they are temporarily assigned that provides an increase. In such cases where the employee's assignment exceeds eight (8) consecutive hours compensation shall be paid from the start of assignment. The Employer will not abuse its authority to make temporary transfers under this section of the agreement.

31.3 Any employee selected to temporarily perform the duties of a supervisor due to the supervisor's absence, and who accepts such an assignment, shall be paid Two Dollars ($2) more than his regular hourly rate of pay during the performance of such duties.

31.4 Any bargaining unit employee of the WPCC working on an unsupervised shift in which the employee is the senior licensed man shall be designated the acting supervisor and will receive an additional wage of Two Dollars ($2) per hour while performing such duties.

31.5 Any bargaining unit employee of the Street, Sewer, Traffic, Cemetery, Buildings and Grounds, Vehicle Maintenance, Airport, and Parks Departments that is temporarily transferred to second or third shift shall receive a $1.00 an hour shift premium in addition to the employee's regular rate of pay, for the duration of the transfer.

ARTICLE 32 INSURANCES

32.1 The City will make available to all full-time employees and elected officials a program for hospitalization and medical protection, dental/orthodontic insurance, paid prescriptions, vision, and hearing insurance coverages. Such program shall be solely determined by the City except that the level of coverage shall be maintained as a substantially equal as that in effect December 1, 2004, and amended in this agreement.

Premiums for the within coverages shall be paid by the City when the applications of such employees are accepted for coverage, subject to reimbursement set out in Sections 32.3 and 32.4.

32.2 Effective with the plan year beginning on December 1, 2010 or as soon as is practicable thereafter, Employees will be responsible to pay a Twenty Dollar ($20.00) per visit co-pay to doctors within the network. Employees will be responsible to pay an urgent care co-pay of Fifty Dollars ($50.00).

Employees shall be responsible to pay a Seventy-five Dollar ($75.00) fee for emergency room care.

Employees will be responsible for a network Deductible of Two Hundred Dollars ($200.00) for a single plan and Four Hundred Dollars ($400.00) for a family plan. Network Maximum medical out of pocket is at the following levels of benefit of One Thousand Dollars ($1,000) for a single plan or Two Thousand Dollars ($2,000) for a family plan. The out of pocket maximum includes the deductible. Network coinsurance will be at a ninety per cent (90%) rate.

Eighty percent (80%) of the reasonable and customary cost of services will be paid by the insurance carrier for services outside the network if such out of network service is permissible in the plan offered. The employee shall be responsible for the remaining charges.

A prescription plan shall be offered at a level of Ten Dollars ($10.00) Tier 1, Twenty Dollars ($20.00) Tier 2 and Thirty Dollars ($30.00) Tier 3. Tiers will be determined by the City's health care or prescription service provider. A mail order plan may be made available with a two (2) co-pay ninety (90) day supply benefit.

32.3 Every contract year, employees will be required to reimburse the City, through payroll deduction, the amount applicable to the program in which they participate, amounting to eleven percent (11%) for the first year, twelve percent (12%) for the second year, and thirteen percent (13%) for the third year of the total premium for single and family coverages.

32.4 The reimbursement above referenced in Sections 32.1 and 32.3 will also apply to those employees who elect to participate in the federally-qualified Health Maintenance Organization (HMO), if offered by the City.

32.5 Payments shall be made through payroll deductions prior to the date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

32.6 In the event an employee is eligible to be covered under the same policy of another employee of the City, each employee will be offered either a single plan or offered one family plan for both employees. Cost shall be governed based on selection of a single plan for each employee and to the employee named as the policy holder for a family plan.

32.7 A city-wide health cost containment committee shall be established. The committee shall consist of one (1) representative member and an alternate of each full time Bargaining Unit which shall be appointed by the Bargaining Unit; one (1) representative member and an alternate of Non-Bargaining Unit employees which shall be appointed by the Mayor, and three (3) representatives and alternates of the City Administration. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be

for two (2) years and by accepting the appointment, each member or alternate agrees to serve for the two (2) year period.

The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and make decisions on elements of the insurance program. The Committee shall consider and make recommendations for modifications and/or changes to the City health insurance program or for inclusions in new contracts.

The Committee shall hold an organizational meeting within thirty (30) days of the appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted bimonthly or upon call of the Chairman or any member.

Each member of the Committee shall have one (1) vote and any action taken by the Committee shall be approved by a majority of the total members of the Committee.

Upon approval of any recommendation for changes or modifications to the health care plan, the Secretary shall transmit to the Clerk of Council a request that Council consider and take action on the recommendation.

In the performance of its duties, the Committee may, at its option, consult with knowledgeable heath care professionals or other persons the Committee deems necessary.

32.8 The Employer will provide life insurance coverage in the amount equal to one year base pay of the employee.

ARTICLE 33 WAGES

33.1 Effective April 3, 2016, for employees employed upon execution of this agreement, all employees shall be paid in accordance with the following schedule:

The "D" rate is to be paid to employees, on the beginning of their tenth (10th) year of service.

NEW RATES

TITLE	A	B	C	D
Laborer I, Unskilled	$21.45			$21.75
Custodian	22.67	23.48	23.89	24.19
Equipment Operator Trainee	24.17	25.01	25.40	25.70
Building Maintenance Support	24.69	25.54	25.93	26.23
Equipment Operator I (without license)	24.69	25.54	25.93	26.23

Auto Service Worker/Equip. Oper. I	24.69	25.54	25.93	26.23
WPCC Lab Technician Trainee	24.69	25.54	25.93	26.23
WPCC Plant Maintenance Support	24.69	25.54	25.93	26.23
WPCC Operator Trainee	24.69	25.54	25.93	26.23
Industrial Field Assistant Trainee	24.75	25.63	25.99	26.29
Traffic Signal Mechanic	25.25	26.07	26.49	26.79
WPCC Plant Maintenance Mechanic	25.25	26.07	26.49	26.79
WPCC Operator I (without license)	25.25	26.07	26.49	26.79
Traffic Control Trainee	25.25	26.07	26.49	26.79
Equipment Operator I (with license)*	25.41	26.22	26.63	26.93
Building Maintenance Mechanic	25.74	26.57	27.02	27.32
Equipment Operator II (without license)	25.74	26.57	27.02	27.32
Traffic Control Technician	25.93	26.80	27.22	27.52
WPCC Lab Technician (with license)*	26.27	27.13	27.57	27.87
WPCC Operator I (with license)*	26.27	27.13	27.57	27.87
WPCC Plant Maint Mech (with license)*	26.27	27.13	27.57	27.87
Equipment Operator II (with license)*	26.46	27.24	27.70	28.00
Industrial Field Assistant	26.48	27.37	27.82	28.12
Auto Mechanic	26.72	27.60	28.05	28.35
WPCC Plant Maintenance Mech & Operator (with license)*	27.34	28.25	28.71	29.01

* License is defined as an OEPA license or a Class A CDL

33.2 Effective April 2, 2017, for employees employed upon execution of this agreement, all employees shall be paid in accordance with the following schedule:

The "D" rate is to be paid to employees, on the beginning of their tenth (10th) year of service.

NEW RATES

TITLE	A	B	C	D
Laborer I, Unskilled	$21.99			$22.29
Custodian	23.24	24.07	24.49	24.79
Equipment Operator Trainee	24.77	25.64	26.04	26.34
Building Maintenance Support	25.31	26.18	26.58	26.88
Equipment Operator I (without license)	25.31	26.18	26.58	26.88
Auto Service Worker/Equip. Oper. I	25.31	26.18	26.58	26.88
WPCC Lab Technician Trainee	25.31	26.18	26.58	26.88
WPCC Plant Maintenance Support	25.31	26.18	26.58	26.88
WPCC Operator Trainee	25.31	26.18	26.58	26.88
Industrial Field Assistant Trainee	25.37	26.27	26.64	26.94
Traffic Signal Mechanic	25.88	26.72	27.15	27.45
WPCC Plant Maintenance Mechanic	25.88	26.72	27.15	27.45

WPCC Operator I (without license)	25.88	26.72	27.15	27.45
Traffic Control Trainee	25.88	26.72	27.15	27.45
Equipment Operator I (with license)*	26.05	26.88	27.30	27.60
Building Maintenance Mechanic	26.38	27.23	27.70	28.00
Equipment Operator II (without license)	26.38	27.23	27.70	28.00
Traffic Control Technician	26.58	27.47	27.90	28.20
WPCC Lab Technician (with license)*	26.93	27.81	28.26	28.56
WPCC Operator I (with license)*	26.93	27.81	28.26	28.56
WPCC Plant Maint Mech (with license)*	26.93	27.81	28.26	28.56
Equipment Operator II (with license)*	27.12	27.92	28.39	28.69
Industrial Field Assistant	27.14	28.05	28.52	28.82
Auto Mechanic	27.39	28.29	28.75	29.05
WPCC Plant Maintenance Mech. & Operator (with license)*	28.02	28.96	29.43	29.73

* License is defined as an OEPA license or a Class A CDL

33.3 Effective April 1, 2018, all employees shall be paid in accordance with the following schedule:

The "D" rate is to be paid to employees, on the beginning of their tenth (10th) year of service.

NEW RATES

TITLE	A	B	C	D
Laborer I, Unskilled	$22.54			$22.84
Custodian	23.82	24.67	25.10	25.40
Equipment Operator Trainee	25.39	26.28	26.69	26.99
Building Maintenance Support	25.94	26.83	27.24	27.54
Equipment Operator I (without license)	25.94	26.83	27.24	27.54
Auto Service Worker/Equip. Oper. I	25.94	26.83	27.24	27.54
WPCC Lab Technician Trainee	25.94	26.83	27.24	27.54
WPCC Plant Maintenance Support	25.94	26.83	27.24	27.54
WPCC Operator Trainee	25.94	26.83	27.24	27.54
Industrial Field Assistant Trainee	26.00	26.93	27.31	27.61
Traffic Signal Mechanic	26.53	27.39	27.83	28.13
WPCC Plant Maintenance Mechanic	26.53	27.39	27.83	28.13
WPCC Operator I (without license)	26.53	27.39	27.83	28.13
Traffic Control Trainee	26.53	27.39	27.83	28.13
Equipment Operator I (with license)*	26.70	27.55	27.98	28.28
Building Maintenance Mechanic	27.04	27.91	28.39	28.69
Equipment Operator II (without license)	27.04	27.91	28.39	28.69
Traffic Control Technician	27.24	28.16	28.60	28.90
WPCC Lab Technician (with license)*	27.60	28.51	28.97	29.27

WPCC Operator I (with license)*	27.60	28.51	28.97	29.27
WPCC Plant Maint Mech (with license)*	27.60	28.51	28.97	29.27
Equipment Operator II (with license)*	27.80	28.62	29.10	29.40
Industrial Field Assistant	27.82	28.75	29.23	29.53
Auto Mechanic	28.07	29.00	29.47	29.77
WPCC Plant Maintenance Mech. & Operator (with license)*	28.72	29.68	30.17	30.47

* License is defined as an OEPA license or a Class A CDL

33.4 The Employer agrees to clarify existing language by expressly stating the long-standing practice of employees starting at Step A; and after one (1) year of service, moving to Step B; and after two (2) years of service, moving to Step C of the pay scale.

33.5 Employee's participation in direct deposit of pay checks shall be voluntary.

ARTICLE 34 OVERTIME PAY

34.1 All employees, when performing assigned overtime work, will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) hours in any day or forty (40) hours in any week. There shall be no pyramiding of overtime payments. All assigned overtime shall be subject to the provisions of Article 35, Equalization of Overtime.

34.2 For the purpose of computing overtime pay; holidays, funeral days, vacation days, compensatory time, and personal days shall be counted as time actually worked.

34.3 All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provisions of this Article. In the event an employee works a holiday, he shall receive his regular hourly rate of overtime pay plus his holiday.

34.4 Any employee who is recalled to work after leaving work, or on a day when he is not scheduled to work, shall be paid three and one-half (3 1/2) hours if he works up to one (1) hour, four (4) hours if he works one (1) to (2) hours, or four and one-half (4 1/2) hours if he works two (2) to three (3) hours. Employees working more than three (3) hours shall be paid one and one-half (1 1/2) times their regular hourly rate for all hours actually worked.

34.5 In the event of an error in the payment of overtime greater than ten (10) hours, a special check shall be provided within two (2) working days.

34.6 In lieu of overtime compensation, employees may request such overtime be credited as compensatory time up to a maximum bank of forty (40) hours. Such bank of compensatory time off shall be credited at a rate of one and one-half (1-1/2) times the regular time worked. Employee must notify the supervisor at the time overtime is worked that employee wishes to use it as comp time. Overtime hours worked cannot be divided and must be used as comp time or payable overtime. Accrued hours can be carried over from year to year. Comp time shall be credited as hours worked and shall be used in eight (8) hour increments. Use of comp time requires forty-eight (48) hour notice to the department supervisor and shall not supersede existing vacation requests, departmental policies, or drop the department manning level below sixty-six percent (66%) unless approved by the supervisor. Employees shall have the option of "cashing out" up to forty (40) hours of compensatory time quarterly each year. In order to be eligible for "cash out", a written request must be received by the Finance Director, March 31st, June 30th, September 30th, or December 31st, immediately preceding the month in which the payment in cash is to be made.

ARTICLE 35 EQUALIZATION OF OVERTIME

35.1 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the affected division within the Service or Recreation Departments.

35.2 A record of the overtime hours worked by each employee shall be kept on a list within each division. Overtime hours shall be recorded on this list at the end of each pay period. Three (3) separate lists of overtime hours worked by employees of the various divisions shall be posted on each bulletin board. An offer of overtime will be made either in person, by telephone, or by Employer provided pager. An employee who is offered overtime work and is unavailable or declines to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he worked the hours. Employees who have given written notice to the Superintendent that they do not wish to be offered overtime during a particular period shall not be offered overtime during that period. These employees, however, shall be credited as having declined the overtime for every occasion on which they ordinarily would have been offered that overtime. These employees may still be assigned mandatory overtime pursuant to Section 35.3.

35.3 Overtime shall initially be offered to all employees in the affected division on the basis of seniority. Once every qualified employee has been offered one (1) overtime assignment, future overtime assignments shall be offered to the employee capable of performing the work who has the least number of overtime hours worked or refused. If, after offering the overtime to all qualified employees within the affected division, the Employer has not obtained a sufficient number of employees to do the work, it may offer the work to employees in other divisions, beginning with the employee having the least number of overtime hours worked or refused. If an

insufficient number of employees accept the overtime work, the Employer may assign the overtime to those individuals capable of performing the work who have the least seniority.

35.4 Individual instances of an employee being inadvertently skipped in the assignment of overtime shall not be grievable. That employee shall instead be given the next overtime assignment. Repeated instances of an employee being skipped in overtime assignment shall remain grievable.

35.5 The employees of the WPCC shall fill vacant shifts as follows: If a bargaining unit vacancy occurs, the bargaining unit employee that is working the shift prior to the vacancy shall be offered half the vacant shift (4 hours) based on the overtime list. The bargaining unit employee that is scheduled the shift after the vacant shift shall be offered the second half of the vacant shift (4 hours) based on the overtime list. If either of the bargaining unit employees are unable or unwilling to fill the vacancy, that half will be filled in accordance with Article 35.3 herein.

If a supervisory vacancy occurs, the operator supervisor that is working the shift prior to the vacancy shall be offered half the vacant shift (4 hours). The operator supervisor that is scheduled the shift after the vacant shift shall be offered the second half of the vacant shift (4 hours). If either of the operator supervisors is unable or unwilling to fill the vacancy, that half will be offered to the bargaining unit employee on the abutting shift based on the overtime list.

If in either instance both parties are unable or unwilling to fill the vacancy, it will be filled in accordance with Article 35.3 herein.

It is understood that a non-holiday, Monday through Friday, 8:00-4:00 shift can be filled with qualified bargaining unit employees already scheduled for that shift.

35.6 Overtime in an emergency is not subject to the equalization requirements.

ARTICLE 36 UNIFORMS AND FOUL WEATHER GEAR

36.1 Employees will be furnished enough uniforms and be required to wear them while on duty. Summer shirts will be provided by the Employer, on or before June 1st of each year.

36.2 The Employer will provide the foul weather gear, gloves, and boots it deems appropriate to those employees it feels require them for the proper performance of their jobs. Foul weather gear issued to employees is the property of the Employer and must be returned to the Employer upon separation.

36.3 All mechanics shall receive a Three Hundred Dollar ($300) tool allowance paid to mechanics employed on June 1st annually.

The City shall pay for the cost of rebuilding or replacing each mechanics pneumatic power tools, as needed, that are used for maintenance and repair of City vehicles and equipment, limited to one (1) replacement of each pneumatic tool every five (5) contract years.

36.4 Effective with the 2016 payment, the Employer shall provide all employees a Four Hundred Dollar ($400) boot allowance, paid to employees employed on June 1st annually.

36.5 Employees of the WPCC will be furnished four (4) sets of uniforms. Based on value, the sets may be altered in exchange for other articles worn on duty. Soap for laundering at the facility will be provided by the Employer.

ARTICLE 37 SUBCONTRACTING

37.1 The Employer may subcontract work performed by the Bargaining Unit, providing such subcontracting of work does not result in the lay off of any employee.

ARTICLE 38 COMMERCIAL DRIVER'S LICENSE

38.1 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 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 under the city's insurance policy.

38.2 Provisions of Section 38.1 above, as appropriate, shall also apply to positions which require non-CDL State of Ohio driver's licenses.

38.3 The Employer shall pay the cost of renewal of a commercial driver's license for any employee employed prior to 1/1/02 who's classification description requires a CDL.

ARTICLE 39 GENDER AND PLURAL

39.1 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and

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

ARTICLE 40 HEADINGS

40.1 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 41 OBLIGATION TO NEGOTIATE

41.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/ negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

41.3 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 42 TOTAL AGREEMENT

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

ARTICLE 43 CONFORMITY TO LAW

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

43.2 If the determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

43.3 In the event of a determination pursuant to paragraphs 43.1 and 43.2 above, the Employer and the Union shall meet within thirty (30) calendar days for the purposes of negotiating a lawful alternative provision for only such affected provision(s).

ARTICLE 44 DURATION

44.1 This Agreement shall become effective at 12:01 a.m. on April 1, 2016 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 31, 2019.

44.2 Written notice shall be given not more than one hundred twenty (120) days but not less than sixty (60) days prior to March 31, 2019, by either party requesting a change or termination of this Agreement. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given at sixty (60) days but not more than one hundred twenty (120) days prior to March 31st of any subsequent year.

ARTICLE 45 DISCIPLINARY PROCEDURE

45.1 This procedure shall apply to all employees covered by this Agreement with the exception of probationary employees.

45.2 Discipline shall be imposed only for just cause.

45.3 Based on the merits and severity of an offense, discipline of an employee shall normally follow the principle of progressive discipline, taking into account prior events that have led to disciplinary action. Disciplinary steps may be skipped for serious infractions.

Disciplinary action may include any of the following actions based on the nature of the offense:

A. Cautionary warning
B. Written reprimand
C. Suspension (duration based on severity of case)
D. Reduction in rank or position
E. Discharge

Other actions such as reassignment or other conditional requirements may be imposed based on the nature of the events.

45.4 Disciplinary action of written reprimand, suspension, or greater may be appealed through the grievance procedure including arbitration and shall be the sole and exclusive method of resolving appeals waiving any rights previously possessed by employees to any Civil Service Commission.

45.5 A copy of written reprimands will be provided to the local steward.

45.6 Any employee may place a letter of rebuttal in his/her personnel file for any cautionary warning, written reprimand, or suspension.

45.7 In such case where the Employer proposes disciplinary action of (suspension) or greater, an employee shall be offered a pre-disciplinary hearing before a detached officer assigned by the Mayor.

In such cases, the employee shall receive advance notice of the charges, proposed action, date, place, and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his/her own behalf in the form of documentation and/or witnesses and the right to have Union representation of their choice. Failure to appear at the pre-disciplinary hearing will result in a waiver of the employee's right to a hearing.

45.8 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

A. Any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.

B. Any suspension of three (3) days or less shall cease to have effect after two (2) years from the effective date of the suspension, providing there is no intervening disciplinary action during the two (2) year period.

C. Any suspension greater than three (3) days shall cease to have effect after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.

45.9 In cases where an employee is not terminated, an employee who has tested positive to a drug or alcohol test or is charged with a driving violation under the influence, will be responsible for the cost of any return to service or follow up testing required by the Employer.

ARTICLE 46 GRIEVANCE PROCEDURE

46.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

46.2 For the purpose of this procedure, the below listed terms are defined as follows:

A. Grievance - A "grievance" shall be defined as only a dispute or difference between the Employer and the Union or between the Employer and an employee concerning the interpretation, and/or application of and/or compliance with any express provision of this Agreement, including all disciplinary actions.

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

C. Days - A "days" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

46.3 The following procedures shall apply to the administration of all grievances filed under this grievance and arbitration procedure.

A. Except at Step 1, all grievances, if possible, shall include the name and position of the aggrieved party; the identity of the provision(s) of this Agreement involved in the grievance; the name and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the Union and to the aggrieved party if he requests one.

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

D. Except as stipulated elsewhere in this contract, the preparation and processing of grievances shall be conducted only during non-working hours.

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

F. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall be foreclosed from any further action on such grievance under this procedure.

G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

46.4 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall present it to the employee's superintendent within five (5) days of the occurrence of the

facts giving rise to the alleged grievance. The superintendent shall meet with the employee and a representative of Local 1657, within ten (10) days of the submission of the grievance and shall give his answer within five (5) days of the meeting to the employee and local representative.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the employee's Department Head within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decision, if available, shall be submitted with the appeal. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The employee, steward, and/or local Union President may be in attendance of such meeting. The Department Head shall issue a written decision to the local Union president and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions, if available, shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with a representative from Local #1657, Ohio Council 8, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the Ohio Council 8 representative and local Union president, with a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration, pursuant to the Arbitration Procedure contained in Article 47 herein.

ARTICLE 47 ARBITRATION PROCEDURE

47.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within sixty (60) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply. The Union reserves the right to withdraw any grievance without prejudice within forty-five (45) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3.

The Employer and the Union representative shall agree to request a list of seven (7) impartial arbitrators from Federal Mediation and Conciliators Services (FMCS) within ten (10) working days of submission of the request for arbitration. The parties shall meet or arrange to select an arbitrator within fifteen (15) working 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. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. Each party reserves the right to strike one (1) list in its entirety.

For subsequent arbitration's, the first strike shall alternate between the parties.

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

47.3 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearings days, except by the mutual written agreement of the parties.

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

47.5 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party or the shared expenses of the other party.

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

47.7 The Union agrees to indemnify and hold the Employer harmless against any awards for back pay to an employee that may arise out of a determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided herein, providing the Employer is not found to have contributed to the Union's failure to represent.

ARTICLE 48 EXECUTION

48.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29th day of March, 2016.

FOR THE UNION:

OHIO COUNCIL 8, American Federation of State, County & Municipal Employees, AFL-CIO

Mark Davis, Staff Representative

UNION NEGOTIATORS:

Jeffrey Jukiewicz
President, Local 1657

Jeremiah Trench
Vice President, Local 1657

Jerry Hlebak
Treasurer, Local 1657

Dave Trench
Recording Secretary, Local 1657

FOR THE EMPLOYER:

CITY OF WILLOUGHBY, OHIO

David E. Anderson, Mayor

EMPLOYER NEGOTIATORS:

Angelo J. Tomaselli
Director of Public Service

John A. Gorka
WPCC Superintendent

Raymond J. Rogowski
Finance Director

Rich Palmisano
Street/Sewer Supervisor II

APPROVED AS TO FORM:

John W. Wiles, Director of Law

INDEX

SUBJECT	ARTICLE #	PAGE
Arbitration Procedure	Article 47	34
Bargaining Unit Work	Article 15	7
Bulletin Boards	Article 11	5
Commercial Driver's License	Article 38	28
Conformity to Law	Article 43	30
Disciplinary Procedure	Article 45	30
Dues Deductions & Agency Shop	Article 4	1
Duration	Article 44	30
Equalization of Overtime	Article 35	26
Execution	Article 48	36
Funeral Leave	Article 21	12
Gender & Plural	Article 39	28
Grievance Procedure	Article 46	32
Headings	Article 40	29
Holidays	Article 29	17
Insurances	Article 32	20
Injury Leave	Article 22	12
Intent	Article 2	1
Jury Duty	Article 28	17
Labor-Management Committee	Article 7	4
Lay-Off & Recall	Article 25	14
Management Rights	Article 5	2
Military Leave	Article 18	9
New & Changed Jobs	Article 27	16
No-Strike/No Lockout	Article 6	3
Non-Discrimination	Article 8	4
Obligation to Negotiate	Article 41	29
Overtime Pay	Article 34	25
Personnel Files	Article 13	6
Preamble	Article 1	1
Probationary Period	Article 12	6
Recognition	Article 3	1
Rest Periods	Article 17	8
Return from Leaves	Article 23	13
Safety Committee	Article 14	7
Seniority	Article 24	13
Sick Leave	Article 20	9
Subcontracting	Article 37	28
Temporary Transfers	Article 31	19
Total Agreement	Article 42	29

Uniforms & Foul Weather Gear ....Article 36 27
Union Membership.....Article 9 4
Union Representation .....Article 10 5
Union Leave.....Article 19 9
Vacancies & Job Postings .....Article 26 15
Vacations .....Article 30 18
Wages.....Article 33 22
Workweek .....Article 16 8

APPENDIX A

1. Airport Technician
2. Auto Mechanic
3. Custodial Worker I
4. Custodial Worker II (Custodian)
5. Building Maintenance Mechanic
6. Building Maintenance Support
7. Equipment Operator I
8. Equipment Operator II
9. Equipment Operator Trainee
10. Lab Technician (with license)
11. Lab Technician (without license)
12. Plant Maintenance Helper (WPCC)
13. Traffic Signal Technician
14. Waste Water Operator I
15. Waste Water Operator Trainee
16. Laborer I
17. Laborer II
18. Traffic Signal Mechanic
19. Plant Maintenance Mechanic
20. Industrial Field Assistant
21. Industrial Field Assistant Trainee

EMPLOYEE RIGHTS

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

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

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

RIGHTS

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

2. You have the right to object to a proposed disciplinary action greater than a written reprimand by requesting a pre-disciplinary hearing within five (5) working days of receipt of the proposed discipline with your Appointing Authority.

3. If you request a hearing, the Appointing Authority will schedule a pre-disciplinary hearing before a detached hearing officer. You may have representation at this meeting.

4. The Employer will present its case in support of the proposed action. The employee will have the right to respond to the charges.

5. In the event the Employer implements the proposed disciplinary action, you will have five (5) working days after receipt of the Appointing Authority's implementation of discipline in which to appeal the action pursuant to the Grievance Procedure.

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

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

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

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

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Appointing Authority (Department Head) if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO REQUEST A PRE-DISCIPLINARY HEARING OF THE PROPOSED DISCIPLINE.

_____ I WISH TO RESPOND IN WRITING IN LIEU OF A PRE-DISCIPLINARY HEARING

REASONS: (optional)

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

_____ _____

Date Signature

_____

Date Approved

_____

Appointing Authority Signature