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AN AGREEMENT

Between

THE CITY OF WILLOUGHBY HILLS

And

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

Effective January 1, 2017

Through

December 31, 2019

SERB CASE NUMBER 2017-MED-02-0136

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ARTICLE 1 RECOGNITION

1.01 The City of Willoughby Hills recognizes Local Union Willoughby Hills and Ohio Council 8, American Federation of State, County and Municipal Employees as the exclusive collective bargaining representative of the employees who work in the classifications set forth in SERB Certification No. 2016-REP-06-0060.

ARTICLE 2 NON DISCRIMINATION

2.01 The Employer and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, military status, sexual orientation, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, military status, sexual orientation, or age.

2.02 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.

ARTICLE 3 UNION REPRESENTATION

3.01 The non-employee representative from Ohio Council 8 shall be admitted to the City's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his Office. Such visitation shall be conducted so as not to interfere with the City's operational needs and work requirements.

3.02 The City recognizes the right of the Union to select a Steward and an Alternate Steward to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract.

3.03 Stewards shall process grievances with proper regard for the City's operational needs and work requirements.

ARTICLE 4 NO STRIKE/NO LOCKOUT

4.01 The Union shall not directly, or indirectly, call, sanction, instigate, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage, or slowdown at any operation or operations of the Employer for the duration of the Labor Contract.

4.02 The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.

4.03 In the event any violation of this Article occurs, the Union will immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the Board is prohibited and not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

4.04 The Employer agrees that neither it, its officers, agents, nor representative, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union. Violation of this Article may result in discipline.

ARTICLE 5

CHECK-OFF

5.01 All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employees in such bargaining unit who become members of the Union at anytime in the future, shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

5.02 The City will deduct monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that:

5.03 The City's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

5.04 The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically excepted above.

5.05 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union equal to that deducted from members. The City shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by AFSCME to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Ohio Council 8 Regional Office.

5.06 Likewise, employees who do not become members of the Union shall pay a fair share fee, effective sixty (60) days from the employee's date of hire, as a condition of employment.

5.07 The deduction of the fair share fee from any earning of an employee shall be automatic and does not require a written authorization for payroll deduction.

5.08 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

5.9 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

5.10 All dues and fair share fee deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscmc8.org, subject line: Local ____, Pay date --\ --\ --;

1. DUES LIST: In alphabetical order by last name. The name, unique identifier number, current address, phone number and department/work unit of each employee for whom a union dues deduction was made; the amount of the deduction for each employee and the total amount of dues deducted for all employees for the pay period of the report.

2. FEE PAYER LIST. In alpha order by last name. The name, unique identifier, current address, phone number and department/work unit of each employee for whom a fair share fee deduction was made; the amount of the deduction for each employee and the total amount of fair share fees deducted for all employees for the pay period of the report.

3. Total Remittance Amount

4. An alphabetical list of the name, unique identifier number, current address and phone number of bargaining unit employees who were dropped from the previous dues or fee lists and the reason each was dropped.

ARTICLE 6

SENIORITY

6.01 Seniority Defined. Seniority shall be defined as follows:

A. Total Seniority. Total seniority shall be computed on the basis of uninterrupted length of continuous service with the City of Willoughby Hills.

B. Classification Seniority. Shall be defined as an employee's total length of uninterrupted continuous service with a specific job classification covered by this Agreement.

C. Bargaining Unit Seniority. Shall be defined as an employee's total length of uninterrupted continuous service in a bargaining unit classification.

6.02 Breaks in Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

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 fourteen (14) consecutive working days;

E. fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that he has been recalled from layoff unless satisfactory excuse is shown;

F. fails to return to work on expiration of a leave of absence.

6.03 The City will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of hire, and the date of classification not more than twice per year upon request of the Union.

6.04 Part-time employees will accrue seniority on a pro-rated schedule based off of a two-thousand eighty (2080) hour work year.

6.05 Employees who were in the bargaining unit at the time of ratification of this first collective bargaining agreement (insert effective dates) shall have their "total seniority" date be applied to their "bargaining unit seniority" date.

ARTICLE 7

HOURS OF WORK

7.01 The normal work week for regular full-time employees shall be forty (40) hours in five (5) consecutive days of eight (8) hours each day including the time allotted for meal periods, commencing 12:01 a.m. Sunday through midnight Saturday. The City and Employee may mutually agree to modify the above referenced work schedule on a temporary basis.

7.02 Part-time employees' hours of work will be determined by the City.

7.03 All employees will be allowed a minimum of thirty (30) minutes for a scheduled unpaid lunch period which is to be taken at a time designated by the Employer. Lunch periods may be taken off the work site. Employees may work through their scheduled lunch period and leave thirty (30) minutes early if so agreed by the employee and their supervisor.

7.04 Employees who work an overtime assignment shall be entitled to a lunch period of thirty (30) minutes as provided above after four (4) hours of overtime work, or as soon thereafter as conditions permit.

ARTICLE 8

OVERTIME

8.01 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Employer, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

8.02 At the employee's option they shall be able to accrue compensatory time, at the rate in which overtime is accrued, up to an unlimited number of hours, in lieu of cash overtime payments. Holidays, vacations, approved sick time and compensatory time shall be considered as "time actually worked" in overtime computation.

8.03 Whenever a full-time employee is called in for work or services, other than for regularly scheduled hours, he/she shall receive a minimum compensation of three (3) hours as "minimum time" at the rate established for his/her position.

8.04 The following items shall apply to compensatory time accrual and usage:

- a. The accrual and use of "comp time" shall be recorded in each department, and be the responsibility of the department head.
- b. Deposit of overtime hours into the "comp time" bank shall be requested in writing to the Supervisor immediately following the completion of the overtime hours worked.
- c. Once overtime hours are deposited into the "comp time" bank, they can only be withdrawn as time off from work.
- d. "Comp time" hours cannot be withdrawn in the form of cash, except that if an employee leaves employment, they shall receive pay for all unused compensatory hours.
- e. Up to forty (40) "comp time" hours may be carried over from year-to-year. All additional hours remaining in an employee's bank shall be paid out to the employee in the month of December of the following year.
- f. "Comp time" may be taken in one (1) hour increments upon the approval of the employee's supervisor.
- g. "Comp time" shall be taken at a time approved by the employee's supervisor or his designate.

ARTICLE 9

LAYOFF AND RECALL

9.01 Whenever it is necessary for the City to reduce its bargaining unit forces, employees shall be laid off in the following order:

- A. Temporary and seasonal employees
- B. Employees who have not completed their probationary period.
- C. Part-time employees.
- D. Full-Time employees by bargaining unit seniority in the department to be laid off in the reverse order of seniority.

9.02 All employees shall be laid off by department on the basis of bargaining unit seniority within the categories enumerated above. The City will lay-off by department the employee(s) who has/have the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A." Employees with greater city seniority may bump less senior employees in classifications whose work they are qualified to perform without substantial additional training. Employees who become subject to layoff or bumping shall be given fourteen (14) calendar days' notice.

9.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees and shall meet with the Union to review the seniority status of those scheduled for layoff.

9.04 Employees shall be recalled in the reverse order of their layoff so long as the employee can perform the work without substantial additional training. An employee on layoff will be given three (3) working days' notice of recall from the date on which the certified mail is received by the employee. The City will send the recall notice to the employee, by certified mail, to her or his last known address, as shown on the City's records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of twelve (12) months. During this period of twelve (12) months, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

ARTICLE 10

JOB CLASSIFICATION

10.01 If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step II of the grievance procedure. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

10.02 No employee may maintain dual classification.

ARTICLE 11

LABOR/MANAGEMENT COMMITTEE

11.01 Labor/Management committees shall meet when either party calls for such meeting, but in no case shall there be more than one (1) labor management meeting every sixty (60) days.

11.02 The Union and the City will each designate their representative(s) for this committee in advance. Normally each party will have no more than two (2) representatives. A representative from Ohio Council 8 may attend and will not be considered one of the two representatives for the Union.

11.03 The agenda for each meeting shall be determined by request of either party.

ARTICLE 12 PROMOTIONS AND JOB BIDDING

12.01 Where there is a vacancy in an existing job within the bargaining unit or a new job is created within the bargaining unit, employees desiring to bid on such job may do so, prior to the consideration of external applicants, as follows:

A. Notice/Posting Contents. Notice of vacancy or new job shall be posted on designated bulletin boards for five (5) working days from the date the job opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, department, and duties of said position.

B. Application Period. During the submission period, employees who have successfully completed their probationary period who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and submitted to Human Resources. Forms used for this purpose shall be provided by the City.

C. Evaluation of Applicants. The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities, and seniority. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. If two employees are substantially similar in knowledge, skills, and ability then the employee with higher bargaining unit seniority shall be awarded the vacant position.

D. If no employee bids on a vacancy or no employee meets the minimum qualifications for a vacancy then the City shall have the right to fill the vacancy externally.

ARTICLE 13

GRIEVANCE PROCEDURE

13.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper. The parties are encouraged to resolve issues at the lowest possible step of the grievance procedure.

13.02 The parties agree to use the grievance form listed in Appendix A of this agreement. Each grievance shall contain the following information: Name(s) of the employee(s), department, classification, work location, immediate supervisor, the applicable violation, and adjustment requested. The employee will sign and date the grievance form along with their Union representative.

13.03 A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

Step I. The Union steward shall present the grievance, in writing, to the employee's Supervisor within five (5) working days after the employee knew or should have known of the event or within five (5) working days after the employee returns to work, whichever is later, upon which the grievance is based. The grievance shall be signed by the employee and the steward, and the employee's supervisor or the designee shall sign and date the grievance form. The supervisor shall meet with the steward and the employee(s) within five (5) working days in an attempt to adjust the grievance. The supervisor shall give a written answer and a copy of the grievance to the steward and grievant within five (5) working days after the meeting.

Step II. If the grievance is not settled in Step I, the Union may submit the grievance to the Mayor no later than five (5) working days after the Step I answer is received. The Mayor and other appropriate personnel shall convene a meeting with the Union president, steward, grievant and a representative from Ohio Council 8. Such meeting shall be held at a mutually convenient time, but not later than ten (10) working days after the appeal of the Step I answer. Suspensions and termination which are appealed through the grievance procedure shall be submitted directly to Step II.

While it is desirable to have each grievance settled or answered in an informal manner at the meeting, settlement agreements shall be put in writing and signed by the parties no later than five (5) working days after the Step II meeting. Likewise, unresolved grievances shall be answered, in writing, no later than seven (7) working days after the Step II meeting, and shall be sent to the grievant with a copy to the Ohio Council 8 representative.

Step III. If the grievance is not satisfactorily settled at Step II, the Union shall give, within three (3) months after receipt of the Step III answer, the City written notice of its intent to appeal the grievance to arbitration. The City and the Union shall meet to select an arbitrator. If the parties cannot come to an agreement the Union shall request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties will take turns striking names off of the panel with the last remaining name being the arbitrator selected. The fees and expenses of the arbitrators shall be borne equally by the parties. The grievant, Union president and any witnesses called by the Union shall not lose any regular straight time pay for the time off the job while attending any arbitration procedure.

13.04 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances, and in reaching the arbitrator's decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

13.05 All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and employee(s). A grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. The grievant may be present and participate at each step of the grievance procedure. A copy of the grievance shall be attached to each grievance answer, withdrawal or scheduling notice.

13.06 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Failure by the Union to meet its time limits shall result in the abandonment of the grievance. Failure by the City to meet its time limits shall result in the grievance advancing to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. Additionally, for purposes of the time limits the first day shall be the first working after the grievance is filed. It is understood that there shall be written acknowledgment noting the time and date the Union and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Union shall be in writing.

13.07 Any grievance which has been appealed to arbitration may be referred to grievance mediation by either party. The parties shall attempt to use a commissioner provided by the Federal Mediation and Conciliation Service (FMCS) for the purpose of serving as a mediator in any dispute. If such commissioner is not readily available, the parties may select another mediator by either mutual agreement or through a list provided by FMCS pursuant to that organization's rules of conciliation. The cost for any mediation shall be shared equally by the parties.

13.08 Mediation efforts shall be informal in nature. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraint regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

13.09 If the grievance remains unresolved at the end of the mediation session, the mediator may provide an oral (or, if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE 14

VACATIONS

14.01 All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of City service as follows:

After 6 months > 1 year	40.00 hours
After 1 year	80.0 hours
After 5 years	120.0 hours
After 10 years	160.0 hours
After 15 years	200.0 hours
After 20 years	240.0 hours

14.02 An employee becomes eligible for vacation leave after six months. No vacation may be postponed or permitted to accumulate from year to year without written authorization from the Mayor and each vacation must be completed before the anniversary date of employment.

14.03 Eligible employees who are discharged for just cause shall not be entitled to vacation or vacation pay.

14.04 Vacation scheduling shall be subject to approval of the Department Head.

ARTICLE 15 HOLIDAYS

15.01 All full-time employees after one (1) year of service shall be entitled to the following holidays:

New Year's Day	Presidents Day
Good Friday	Thanksgiving Day
Day after Thanksgiving	Independence Day
Labor Day	Memorial Day
Christmas Day	Veteran's Day
MLK Day	Christmas Eve
New Years Eve	

15.02 Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

15.03 To be entitled to holiday pay, an employee must be on the active payroll (i.e., in a pay status) each day during the week in which the holiday falls.

ARTICLE 16 SICK LEAVE

16.01 Each full-time employee shall be entitled, for each completed eighty (80) hours of regular straight time service, to sick leave of four and six tenths (4.6) hours. However, in computing the total of eighty (80) hours, no deduction shall be made for absence of an employee due to illness to the employee or due to paid vacation or legal holidays. Overtime hours worked by any employee shall not be included in the calculation of sick leave credit. Unused paid sick leave shall accumulate to one hundred fifty (150) work days or twelve hundred (1200) hours maximum.

A. Paid sick leave shall be granted for actual sickness or injury, confinement by reason of a contagious sickness, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods).

B. No paid sick leave shall be granted unless the Department authority designated by the City is notified of the sickness no later than one (1) hour following the employee's scheduled starting time on the first day of the absence on account of sickness. An employee is required to call in on each day off or notify the City of the duration of his absence.

C. A certificate from a licensed physician shall be required immediately upon returning to work for any sickness where the employee is not at work for three (3) or more consecutive work days.

D. Each employee of the City shall be allowed to use four (4) sick days per calendar year as personal days. Scheduling of sick days as personal days shall be subject to prior written approval of the Department Head of the employee requesting such days and to existing rules and regulations of such department.

E. Compensation to be allowed for such days of sick leave actually taken by an employee of the City paid at an hourly rate shall be on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days. The daily sick leave pay of a salaried employee shall be computed by dividing the annual salary of such employee by the number of work days in a calendar year.

F. Any abuse or patterned use of sick leave shall be just cause for disciplinary action.

16.02 Voluntary Sick Leave Donation. The intent of the leave donation is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family.

(1) An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period or as provided in subsection (j)(1)D. hereof of this rule, if the employee who is to receive donated leave:

- A. Or a member of the employee's immediate family has a serious illness or injury;
- B. Has no accrued leave;
- C. Has not been approved to receive other state-paid benefits, and

D. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. An employee who has applied for these may use donated leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated leave may be used up to an amount equal to the benefit for which the employee applied, (i.e. seventy percent for disability leave benefits) while the employee's application is pending approval.

(2) Employees may donate leave if the donating employee:

- A. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
- B. Donates a minimum of eight hours; and
- C. Retains a combined leave balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used.

(3) The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

(4) Employees who wish to donate leave shall certify:

- A. The name of the employee for whom the donated leave is intended;
- B. The number of hours to be donated;
- C. That the employee will have a minimum combined leave balance of at least eighty hours, and;
- D. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

(5) The City of Willoughby Hills shall ensure that no employees are forced to donate leave. The City of Willoughby Hills shall respect an employee's right to privacy; however, appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. The City of Willoughby Hills shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

ARTICLE 17

SICK LEAVE CONVERSION

17.01 Upon the retirement, death or injury resulting in total and permanent disability of any employee, there shall be paid an amount representing any previously accumulated sick leave at the employee's then current rate of compensation as follows:

(a) In case of retirement, to the employee; "retirement" under this provision means the employee must be pensionable at the time of separation, i.e., eligible for age and service retirement or a disability retirement under a state pension plan;

(b) In case of death, to the employee's surviving spouse, if any, who was living with the employee or dependent upon him for support at the time of his death, or if there is no such surviving spouse, to the employee's estate.

(c) In case of injury resulting in total and permanent disability to perform the work for the Employer for which the employee was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of the employee, if any.

ARTICLE 18 APPLICATION FOR LEAVE OF ABSENCE

18.01 All leave of absence without pay and any extension thereof must be applied for in writing to the Mayor on forms supplied by the City, at least ten (10) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.

18.02 An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City.

18.03 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.

18.04 An employee who fails to work at the expiration of cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be without leave.

ARTICLE 19 FUNERAL LEAVE

19.01 An employee shall be granted a three (3) day leave of absence with pay not to be charged against his accumulated paid sick leave, in the event of the death of a member of their immediate family. If additional time is needed, the Manager may grant additional time off without pay for up to ten (10) days granted an employee may choose to utilize any paid leaves for the ten (10) day duration.

19.02 In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a leave of absence with pay, to be charged to his/her accumulated sick leave, for two (2) days to attend the funeral if within the State of Ohio, or three (3) days when the funeral is outside the State of Ohio.

19.03 To be eligible for funeral leave, an employee must provide the Employer with a funeral form and must attend the funeral, or to other obligations related to the death and/or estate, etc., and the failure to do so, or a misrepresentation of the facts related to the funeral leave shall be proper cause of disciplinary action as well as forfeiture of pay for the time away from work.

19.04 For the purpose of funeral leave, an employee's "immediate family" shall include his spouse, mother, father, child, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild or legal guardian, or person who stands in place of a parent (loco parentis) or any other relative residing with the employee.

ARTICLE 20 COURT LEAVE

20.01 An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received. An employee shall receive witness pay only if their appearance as a witness is related to their job with the City.

ARTICLE 21 MILITARY LEAVE

21.01 Employee shall be entitled to military leave as to the extent required by federal and Ohio law.

ARTICLE 22 UNION LEAVE

22.01 At the request of the Union, a leave of absence without pay may be granted to one employee per calendar year who is either, (1) selected for a Union office, (2) employed by the Union, (3) selected to attend a Union convention, or perform any other function on behalf of the Union necessitating a suspension of active employment for a period not to exceed two (2) days per contract year. The granting of such a leave will be subject to the operational needs as determined by the employee's department head.

22.02 An employee on Union Leave may utilize accrued benefit time for all hours that such leave has been approved.

ARTICLE 23 LONGEVITY COMPENSATION

23.01 Full-time employees of the City will be awarded longevity payments for each year of full-time service commencing on the fourth (4th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be divided by the number of pay periods in the coming year and shall be included with the employee's regular paycheck. Employees with more than four (4) years of full-time service shall be entitled to an additional increase each year as specified in the longevity schedule. In such manner longevity shall continue to be awarded on the employee's successive anniversary dates according to the following schedule:

Completed Years of Service	Added Annual Compensation Payable After Applicable Anniversary Date (non-cumulative)
1-3	\$0
4	\$500
5	\$600
6	\$700
7	\$800
8	\$950
9	\$1050
10	\$1150
11	\$1250
12	\$1400
13	\$1500
14	\$1600
15	\$1750
16	\$1850
17	\$1950
18	\$2050
19	\$2150
20	\$2250
21	\$2350
22	\$2450
23	\$2550

Any employee currently receiving longevity compensation in excess of this schedule will continue to receive the present dollar amount.

ARTICLE 24 CORRECTIVE ACTION

24.01 No employee shall be disciplined except for just cause.

24.02 Progressive Discipline. Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the member's record of discipline, and the member's record of performance and conduct.

24.03 Predisciplinary Conference. Whenever the Employer and/or its designee determine that there may be cause for a member to be disciplined, a predisciplinary hearing will be scheduled to give the member the opportunity to offer an explanation of the alleged conduct. The predisciplinary hearing procedure shall be as follows:

A. Notice/Scheduling. The member shall be provided with a written notice of the charges, a brief explanation of the evidence, what form of discipline may be imposed, and the date, time, and location of the conference. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the conference. Predisciplinary conferences shall be held during the member's scheduled duty time and the member shall remain in paid status for the duration of the conference.

B. Representation. The affected member(s) may elect to have a representative of the Union present at the predisciplinary conference. The cost of the representative shall be borne by the member.

C. Decision. Within ten (10) calendar days after the conference, the Employer/designee who conducted the predisciplinary conference shall provide the member with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the conference. Written notice of such decision shall be provided to the employee.

24.04 The member may waive the predisciplinary conference by-submitting a written waiver to the Employer. If requested, the Employer will provide a copy of any waiver to the local union president.

24.05 An employee who has received an order of suspension or dismissal, an appeal from such order may be taken directly to step 2 of the Grievance Procedure in accordance with the timeframes for the filing of a Step 1 Grievance.

24.06 The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

24.07 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters, provided that there has been no other record of disciplinary action of any kind within that time period, under the following time frames:

Written reprimands and documented verbal warnings	12 months
Suspensions of three (3) days or less	18 months
Suspensions of more than three (3) days	24 months

ARTICLE 25

WAGES

25.01 During the term of this agreement, all employees will receive general wage increases as follows:

Effective 1/1/2017: 3%
Effective 1/1/2018 3%
Effective 1/1/2019 3%

Additionally the minimum and maximum pay bands for the following classifications shall be as follows:

Title	Jan. 1, 2017		Jan. 1, 2018		Jan. 1, 2019	
	Min.	Max	Min.	Max	Min.	Max
Community Service Officer	\$ 24.72	\$ 27.85	\$ 25.46	\$ 28.69	\$ 26.23	\$ 29.55
Building and Zoning Clerk	\$ 14.42	\$ 17.73	\$ 14.85	\$ 18.26	\$ 15.30	\$ 18.81
Building/Service Department Clerk	\$ 14.42	\$ 17.73	\$ 14.85	\$ 18.26	\$ 15.30	\$ 18.81
Clerk-Recreation Commission	\$ 14.42	\$ 17.73	\$ 14.85	\$ 18.26	\$ 15.30	\$ 18.81
Clerk Stenographer	\$ 13.39	\$ 17.71	\$ 13.79	\$ 18.24	\$ 14.21	\$ 18.78
Finance Assistant	\$ 15.45	\$ 18.23	\$ 15.91	\$ 18.78	\$ 16.39	\$ 19.34
Clerk of Courts	\$ 15.97	\$ 25.51	\$ 16.44	\$ 26.28	\$ 16.94	\$ 27.07
Deputy Clerk of Courts	\$ 13.39	\$ 20.41	\$ 13.79	\$ 21.03	\$ 14.21	\$ 21.66
Property Staff Member	\$ 8.60	\$ 10.41	\$ 8.86	\$ 10.73	\$ 9.12	\$ 11.05
Fire Secretary	\$ 34,278	\$ 47,035	\$ 35,306	\$ 48,447	\$ 36,365	\$ 49,900
Executive/Administrative Assistant	\$ 38,567	\$ 66,658	\$ 39,724	\$ 68,658	\$ 40,916	\$ 70,718

In addition to the City's current contribution, the City will pick up 1% of the employee's contribution to their retirement fund (OPERS) for the duration of the contract beginning with the first payroll following ratification of this contract.

25.02 The Mayor may place a newly hired employee within the employees respective pay band as listed above.

ARTICLE 26

PAID TIME OFF (PTO)

26.01 Regularly scheduled part-time employees (not including monitors) compensated on an hourly basis shall earn paid time off at a rate of 2.3 hours earned per eighty (80) hours worked. When paid time off is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour absence from scheduled work.

26.02 Paid time off may be used when an employee requests scheduled time off upon a twenty-four (24) hour advance notice by the employee and the approval of the

employee's supervisor. Paid time off may be taken with less than a twenty-four (24) hours advance notice at the employee's supervisor's discretion.

The maximum amount of paid time off an employee can use in one (1) calendar year is one hundred twenty (120) hours. In the event an employee is on an approved Family Medical Leave Act (FMLA) absence, any amount of accrued paid time off can be used during the length of the approved FMLA absence.

26.03 If PTO is used for an illness or injury refer to Article 16-Sick Leave. Article 17 – Sick Leave Conversion, applies to unused PTO in the event of resignation, retirement or death.

ARTICLE 27

HEALTH COVERAGE

27.01 Insurance premium payments for single and family plans will be made according to the following schedule through payroll deduction:

Employer Pays	Employee Pays
88%	12%

The Employer shall be able to change insurance carriers or self-insure, provided that the benefits are comparable to existing benefits.

27.02 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; and two (2) representatives from the City Finance Department as appointed by the Mayor; and one (1) representative of City Council, as appointed by the Mayor, and two (2) representatives serving as City Department Directors, as appointed by Mayor; and one (1) representative of City Administration, as appointed by the Mayor. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for three (3) years, coinciding with labor contract terms, and by accepting the appointment, each member or alternate agrees to serve for the three (3) 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 as determined to be necessary at labor contract and policy renewal dates.

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 Administration 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 health care professionals or other persons the Committee deems necessary.

Should any employee decline coverage for any reason, he will be paid two hundred twenty-five (\$225.00) dollars per month as a return on premiums saved. The Employer shall carry liability insurance coverage for employees operating within the scope of their employment as long as such coverage is reasonably available.

The Employer shall provide to employees a term life insurance policy in the amount of twenty-five thousand (\$25,000) dollars.

ARTICLE 28

UNIFORM ALLOWANCE

28.01 The following classifications shall receive a uniform allowance and shall be eligible for uniforms in the month of May as follows:

Community Service Officer	\$1,150
Clerk of Courts	\$400
Deputy Clerk of Courts	\$200
Fire Chief's Secretary	\$400
Mayor's Exec. Assistant	\$100
Finance Assistant	\$100
Building Clerk	\$100

The above payments shall be on a reimbursement basis with the submittal of receipt to the Finance Department. Uniform purchases will be subject to uniform standards of the City as determined by the Mayor.

28.02 Property Staff Members shall receive four sets of uniforms upon hire which will be replaced by the City as needed.

ARTICLE 29

EDUCATIONAL STIPEND

29.01 Each full-time employee shall be eligible for reimbursement up to two-thousand dollars (\$2,000) per year for costs associated with training course, seminar, or class that the member attends. In order to be eligible for reimbursement, the following must be met:

- 1.) The course, seminar, and/or class must be directly related to the employee's job functions at the City of Willoughby Hills.
- 2.) The employee must request reimbursement in writing to the Mayor's office prior to the course, seminar, and/or class.
- 3.) The Mayor must approve the request. Requests will not be unreasonably denied.

ARTICLE 30

TENURED EMPLOYEE STATUS

30.01 Any employee of the bargaining unit, upon completing ten (10) years of full-time employment with the City of Willoughby Hills, may apply to become a tenured employee providing there are no suspensions in the employee's record for the prior twelve (12) months. The tenured employee's position is not a position of authority and is not a promotion. The tenured employee's position is an honorary one in recognition of years of service, productivity and adherence to the standards of the City of Willoughby Hills. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

30.02 Each tenured employee will receive an additional one thousand dollars (\$1,000.00) per year in each calendar year as compensation as long as the designation of tenured employee is maintained. Any employee who makes application and is assigned to the position of tenured employee during any calendar year, defined as January 1 to December 31, will be paid pro rata for the initial year.

30.03 In January of each year following an assignment, each member declared to be a tenured employee will be reevaluated to ensure that each is maintaining a good performance standard. The pertinent Department Head will prepare a performance appraisal evaluating the performance of the tenured employee on the basis of the criteria as determined by the Employer.

30.04 If, upon review of the performance appraisal, the Department Head determines that a member has not performed to tenured employee standards during the preceding year, the Department Head will, by the end of January, remove the member from tenured employee status. The Department Head will also provide the members a written statement outlining any deficiency upon which the decision was based.

30.05 Any Union member deprived of or refused tenured employee status will have fourteen (14) days after receipt of notification to appeal the Department Head's decision. The appeal will be heard by a panel comprised of the Department Head, a Union member designated by the Union, and another Department Head chosen by the strike method, with the appealing party striking first. The panel selections are to take place within seven (7) days after receipt of the notice of appeal. The panel will hear the appeal within thirty (30) days after its composition is determined. The decision of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

30.06 Any Union member found not qualified to be a tenured employee will be permitted to reapply. The application must be submitted by December 15th following the loss of tenured employee status. The Department Head will again execute performance appraisals and determine whether the applicant qualifies for tenured employee status. The Department Head's decision on reapplication is final.

30.7 If a Union member who has been awarded tenured employee status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, the member is ineligible to be a tenured employee in the following calendar year. The Department Head will notify the Union member of the loss of tenured employee status prior to January 15 of the year following the suspension. There is no appeal from such notice. Any member deprived of tenured employee status because of suspension may reapply for the position of tenured employee by filing an application with the pertinent Department Head by December 15 of the year following the loss of tenured employee status and after being reevaluated pursuant to the criterion established by the Employer.

ARTICLE 31

MERIT DAY

31.01 An employee's Department Head or their designee may recommend that the Mayor award a merit day to a member of the bargaining unit when it is believed that the member has performed service on behalf of the City that is exemplary or meritorious.

32.02 The Mayor shall have the sole discretion to award a merit day. The award of a merit day is not a contractual right, but a privilege. The decision to recommend a merit day or the decision to award a merit day shall not be subject to the grievance procedure or any other review process.

33.03 After the Mayor has made the award, a merit day shall consist of one (1) work day off duty as requested by the employee and approved by the employee's supervisor.

34.04 A merit day is considered time in active pay status for purposes of scheduling overtime.

ARTICLE 32

SAVINGS CLAUSE

32.01 Any provision of this Agreement which is held by the final order of a Court of competent jurisdiction to be totally in violation of, or contrary to, state, or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 33 MANAGEMENT RIGHTS

Unless modified by this agreement, nothing impairs the right and responsibility of the City to:

Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

Direct, supervise, evaluate, or hire employees;

Maintain and improve the efficiency and effectiveness of governmental operations;

Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the employer as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 34

DURATION

34.1 This Agreement shall be deemed effective as of January 1, 2017, and shall remain in full force and effect until December 31, 2019.

34.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

SIGNATURE PAGE

In Witness Whereof, the parties hereto through their duly authorized representatives have caused this Agreement to be executed this _____ day of _____, 2017.

FOR THE CITY OF
WILLOUGHBY HILLS

Robert M. Weyn

Date: 1-4-18

FOR AFSCME LOCAL
OHIO COUNCIL 8, AFL-CIO

Paul D. Davis

Date: _____

Appendix B

Contract Controlling

The parties recognize that chapter 4117.10 of the Ohio Revised Code gives this agreement control where a City ordinance and this agreement come into conflict. Any part of any City Ordinance coverage wages, hours, terms, and conditions of employment that come into conflict with any part of this agreement shall have no control over employees covered under this agreement. This includes but is not limited to the following City ordinances:

Ordinance No. 1996-51 Ordinance No. 1996-75 Ordinance No. 1998-20 Ordinance No. 1998-96
Ordinance No. 1999-44 Ordinance No. 2005-89 Ordinance No. 2007-42 Ordinance No. 2008-35
Ordinance No. 1964-47 Ordinance No. 1964-65 Ordinance No. 1967-14 Ordinance No. 1968-45
Ordinance No. 1971-8 Ordinance No. 1973-19 Ordinance No. 1974-23 Ordinance No. 1975-30
Ordinance No. 1976-19 Ordinance No. 1976-57 Ordinance No. 1977-55 Ordinance No. 1978-42
Ordinance No. 1979-49 Ordinance No. 1979-51 Ordinance No. 1980-41 Ordinance No. 1981-38
Ordinance No. 1982-36 Ordinance No. 1982-39 Ordinance No. 1983-2 Ordinance No. 1983-4
Ordinance No. 1984-26 Ordinance No. 1985-23 Ordinance No. 1985-42 Ordinance No. 1987-26
Ordinance No. 1989-25 Ordinance No. 1990-23 Ordinance No. 1992-38 Ordinance No. 1993-31
Ordinance No. 1994-46 Ordinance No. 1996-8 Ordinance No. 1996-52 Ordinance No. 1996-73
Ordinance No. 1998-18 Ordinance No. 1998-87 Ordinance No. 1999-53 Ordinance No. 2007-46
Ordinance No. 2008-33 Ordinance No. 2009-34 Ordinance No. 2014-68 Ordinance No. 2015-28
Ordinance No. 2017-14 Ordinance No. 1960-23 Ordinance No. 1961-68 Ordinance No. 1962-3
Ordinance No. 1963-22 Ordinance No. 1964-42 Ordinance No. 1967-13 Ordinance No. 1968-44
Ordinance No. 1969-27 Ordinance No. 1970-13 Ordinance No. 1971-11 Ordinance No. 1973-5
Ordinance No. 1974-19 Ordinance No. 1974-35 Ordinance No. 1975-53 Ordinance No. 1976-61
Ordinance No. 1977-59 Ordinance No. 2000-5 Ordinance No. 2000-84 Ordinance No. 2002-02
Ordinance No. 2003-64 Ordinance No. 2005-87 Ordinance No. 2006-15 Ordinance No. 2007-47
Ordinance No. 2008-36 Ordinance No. 2009-47 Ordinance No. 2011-31 Ordinance No. 2012-21
Ordinance No. 2012-63 Ordinance No. 2013-3 Ordinance No. 2014-74 Ordinance No. 1979-53
Ordinance No. 1983-21 Ordinance No. 1984-24 Ordinance No. 1987-28 Ordinance No. 1989-21
Ordinance No. 1991-12 Ordinance No. 1991-36 Ordinance No. 1992-34 Ordinance No. 1993-30
Ordinance No. 1994-54 Ordinance No. 1996-15 Ordinance No. 1996-81 Ordinance No. 1998-26
Ordinance No. 1998-94 Ordinance No. 1999-60 Ordinance No. 1969-3 Ordinance No. 1970-26
Ordinance No. 1971-11 Ordinance No. 1973-4 Ordinance No. 1974-21 Ordinance No. 1976-5
Ordinance No. 1964-4 Ordinance No. 1971-6 Ordinance No. 1976-14 Ordinance No. 1977-13
Ordinance No. 1978-49 Ordinance No. 2011-4 Ordinance No. 2011-6 Ordinance No. 2014-65
Ordinance No. 2014-70 Ordinance No. 2014-74 Ordinance No. 2014-74 Ordinance No. 2016-20
Ordinance No. 2016-20 Ordinance No. 2016-58 Ordinance No. 2015-5 Ordinance No. 2015-21

Memorandum of Understanding #1

The January 1, 2017 to December 31, 2019 retroactive benefits shall apply only to employees currently employed by the City on the date of execution of the agreement.

Appendix A

AFSCME LOCAL _____

STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of

Ohio Council 8, AFSCME, AFL-CIO,

Charging Party,

v.

City of Willoughby Hills,

Charged Party.

Case Number: 2017-ULP-09-0161

DISMISSAL OF UNFAIR LABOR PRACTICE CHARGE

Before Chair Zimpher, Vice Chair Schmidt, and Board Member Lumpe: December 14, 2017.

Ohio Council 8, AFSCME, AFL-CIO (Charging Party/Union) filed an unfair labor practice charge against City of Willoughby Hills (Charged Party). Charging Party alleged Charged Party violated Ohio Revised Code § 4117.11(A)(1) and (5) by failing/refusing to "execute a finalized initial collective bargaining agreement."

Pursuant to Ohio Revised Code § 4117.12, the State Employment Relations Board conducted an investigation of this charge. The investigation revealed no probable cause existed to believe Charged Party violated Ohio Revised Code § 4117.11. Information gathered during the investigation revealed that the parties confirm that on June 6, 2017, they reached a Tentative Agreement (TA) and on July 7, 2017, the Mayor presented the TA to the City Council for consideration at their July 13, 2017 meeting. At the July 13th City Council meeting, it issued proposed Ordinance 2017-43 regarding the TA. The Council gave the Ordinance its first reading, but took no action. The Council met again on July 27, 2017, and at that meeting, were advised that the Personnel Relations Committee had reviewed the TA and had voted unanimously that the Council reject the TA and requested that the Mayor go back and "redirect or negotiate...to effectuate savings from the current costs." The Council then gave the Ordinance a second reading. The August 13, 2017 City Council meeting minutes reflect that the Council took no action to accept/reject the TA. The special August 13th meeting was the thirty-first (31) day after the TA had been officially submitted to the City Council. The Council met again in special session on August 14, 2017 and again took no action on the TA. On September 14, 2017, the City Council held another meeting and the agenda reflects that the Ordinance was to receive a third reading. The Council voted to reject the TA at this meeting. Pursuant to *In re SERB v City of Jackson*, SERB 2005-02 (3-10-2005), the TA has been deemed accepted by the City due to the City Council's failure to accept/reject the TA within the required 30-day statutory time frame. Accordingly, there is no (A)(5) statutory violation.

The Union did not provide sufficient information or documentation to support the (A)(1) allegation. Accordingly, the charge is dismissed as being moot.

It is so directed.

Zimpher, Chair; Schmidt, Vice Chair; and Lumpe, Board Member, concur.



W. CRAIG ZIMPHER, CHAIR

I certify that this document was filed and a copy served upon each party or the representative of each party by e-mail⁶ with acknowledgment requested, on this 14th day of December, 2017.



ERIN E. CONN
ADMINISTRATIVE ASSISTANT

December 14, 2017:6

CC:
City of Willoughby Hills,
Fredrick W. Englehart, Esq., fenglehart@walterhav.com
Ohio Council 8, AFSCME, AFL-CIO,
Michelle R. Evans, Esq., mevans@afscme8.org; jbentley@afscme8.org

⁶ In the event a party does not have an electronic mail address on file, this notice was sent by regular U.S. mail.