

**TENTATIVE AGREEMENT BETWEEN CITY OF WILLOUGHBY HILLS
AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES LOCAL 3058-2 AND OHIO COUNCIL 8, AFL-CIO.**

Third Revision May 1, 2024

Article 14 Section 14.01

1. **In Section 14.01** Revise first sentence to read “All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length **of full-time** City service as follows:...”

Article 14 Section 14.02 through 14.07

1. **In 14.02** Add the language **“In the event of termination of employment with the Employer, for any reasons, except disciplinary and discharge, each such employee shall be entitled to their accrued vacation time on a prorated basis provided the employee has at least one (1) year of service. The prorated vacation time shall be based upon the number of days actually worked compared to the total days they would have worked if continuously employed throughout the calendar year.”**
2. **In 14.05** Delete the quotation marks at the beginning and the end of the sentence.
3. **In 14.05** Change language to **“Award part-time employees who work 1,000 or more per year shall be awarded vacation leave based upon their years of part-time service at the rate of 50% of the amount listed in Paragraph 14.01.”**
4. **14.05** Make this Paragraph 14.02 and revise the numbering of the Paragraphs 14.02 through 14.04.
5. **14.06** new provision. **Any full-time employee who has previously been employed by the State of Ohio, or any of its political**

subdivisions, and in a substantially similar and equivalent governmental position may be entitled to have such prior employment counted for the purpose of computing vacation.

6. **14.07 new provision. "Employees shall have the right to cash out unused vacation time each year as long as they use 50% of their earned vacation hours. Employees shall be required to notify the City Police, Fire and Finance Departments 30 days prior to their anniversary date."**

Article 15 Holidays

1. **In Section 15.01 "All full-time employees after one (1) year of service ..." to allow new full-time employees to be paid for holidays that occur after the employee has been hired.**
2. **New Section 15.02 "Award part-time employees who work 1,000 or more per year shall be awarded holiday leave based upon their years of part-time service at the rate of 50% of the amount listed in Paragraph 15.01".**
3. **Revise the numbering of Paragraphs 15.02 and 15.03 to Paragraphs 15.03 and 15.04..**

Article 16 Sick Leave

- 1, **Section 16.01(d). No changes to be made and to continue the language for this Section as stated under the current CBA provision.**

Article 18 Leave of Absence

- 1 **In Article 18 Add "If a leave of absence is granted for less than thirty (30) days the City will continue the employee's insurance coverages; however, the employee shall be liable for 100% of the employee's monthly insurance contribution.**

If a leave of absence is granted for 30 days or more, City provided insurance coverages shall be suspended at the end of the month in which the leave begins. Insurance coverage will thereafter be reinstated on the first of the month after the leave of absence ends. The employee may continue his/her insurance coverage at the employee's sole expense.

Article 19 Funeral Leave

1. In Section 19.01 **Change the word "Manager" to "Mayor"**.

Article 23 Longevity Compensation

1. Section 23.01 Add Language **"Time served by an employee during any probationary period shall be included in computing longevity pay."**
2. Add Section 23.02 **"Any interruption in the service of an employee except for allowed vacation, holidays, sick leave, disciplinary suspension, authorized leave of absence, retirement and lay-offs shall be deemed a termination of such employee's tenure in office for the purpose of determining his eligibility for longevity pay."**
3. Add Section 23.03 New Hire Longevity Pay Credit. **"For purposes of determining the amount of Longevity Pay a newly hired employee will receive, credit unless as expressly provided for otherwise in this Section including Mayoral discretion shall be in accordance with whichever formula is most beneficial to the employee where relevant as follows:**
 - a. Willoughby Hills Part-Time Service Credit. **The total part-time hours worked continuously for the City of Willoughby Hills divided by 1,000. If an employee worked more than 1,000 hours in any year, the employee will receive only one (1) year service credit for that year.**
 - b. Outside Lateral Transfer. **At the sole discretion of the Mayor, an outside lateral hire with substantial, relevant experience to the new hire position may be granted up to a maximum of the total full-time service credit from the new hire's former employer.**
 - c. Lateral Transfer Who Worked Part-time for the City. **In no case shall a new hire receive more than one year's service credit for overlapping time. Prior years apply for any new employee**

previously employed by the State of Ohio.

Article 24 Corrective Action

1. Section 24.03(a) Add Language Pre-disciplinary Conference.
Whenever the Employer and/or its designee determine that there may be cause for a member to be disciplined, a pre-disciplinary hearing will be scheduled to give the member the opportunity to explain the alleged conduct. The pre-disciplinary hearing procedure shall be as follows:
 - A. Notice/Scheduling. The Employer agrees to hold a pre-disciplinary conference within thirty (30) days of the date that the events upon which the discipline is based were discovered. 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. Pre-disciplinary 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.

Article 25 Wages

1. Eliminate the "Me Too" provision.
2. Wage Adjustment – The Union's Proposed Wage Step Schedule as agreed: 1/01/2023, 6% increase retroactive; 01.01.2024, 3% increase; 01/02/2025, 3% increase. The increases include a market adjustment of \$1.00 for the year 2023 and \$0.75/hour for the years 2024 and 2025.

Market Adjustments. The Building/Zoning Commission Clerk will have a market adjustment increase of \$1.00 for the Clerk and the Finance Assistant will have a market adjustment increase of \$2.25 for the year 2023.

3. The City will provide a signing bonus of \$1,500.00 to all non-probationary full-time employees actively employed and when the contract is signed. The contract signing bonus will be paid as soon as practical, but no later than two (2) payroll periods after contract signatures.
4. Completion of the one-year probationary period is required for the signing bonus to be provided as well as before the relevant

percentage increase takes prospective effect through the end of that year.

Article 26 Paid Time Off (PTO)

1. Article 26 Paid Time Off – For clarification, delete this Article.

Article 28 Uniform Allowance

1. In Section 28.01:

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

<u>Community Service Officer</u>	<u>\$1,500.00</u>
<u>Executive Asst. to Police Chief</u>	<u>\$1,500.00</u>
Fire Chief's Secretary	\$400.00

All uniform clothing purchased to clearly state the City's name and/or logo. All uniforms shall be in accordance with Department Policy. Employees receiving uniform allowances will thereafter be required to wear the uniforms

The City will provide the Community Service Officer (Court Officer) and Exec Admin Asst to Police Chief (Police Department Sec) with a uniform allowance of \$1500. which uniform is to be worn at all times on duty. Items purchased are to be approved by the City.

Payments will be paid directly to the vendor with the submittal of a purchase order request. Uniform purchases will be subject to uniform standards of the City, as determined and approved by the Mayor.

Article 30 Tenured Employee Status

1. Article 30 Tenured Employee Status Eliminate this article completely.

New Article

- ~~1. New Article – The City at its discretion may grant a new employee additional service time based upon the employee's education or prior work history or professional training or other public employment with an Ohio political subdivision or other circumstances relevant to the new employee's position with the City.~~

Change wording for New Article to:

New Article – Lateral Transfers

- All newly hired employees will start at entry level unless any full-time employee who has previously been employed by the State of Ohio, or any of its political subdivisions, in the same job classification, shall be hired at a greater rate of pay. In such case, the employee may be hired at or subsequently advanced to the higher rate, providing such step is approved in advance by the Dept Director and the Mayor.