



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING**

Tuesday, May 17, 2022 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

**AGENDA**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

- [1.](#) Motion to approve the minutes of the Regular City Council Meeting of May 5, 2022.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

**ADMINISTRATIVE APPEALS**

- [2.](#) Administrative Appeal Order No. 2022-6 Ridley #1 (Recommended by BZA)

An Order granting a variance and exception of 11' to install a fence in the side yard 15' from the main building on a corner lot in the application of Section 1165.07(c) of the Codified Ordinances in Board of Zoning Appeals.

- [3.](#) Administrative Appeal Order No. 2022-7 Ridley #2 (Recommended by BZA)

An Order granting a variance and exception of 2' height to install a 6' high fence on a corner lot in the application of Section 1165.07(c) of the Codified Ordinances in Board of Zoning Appeals.

- [4.](#) Administrative Appeal Order No. 2022-8 Scafidi (Recommended by BZA)

An Order granting a variance and exception of 10 sq. ft. to install a pergola with an external dimension of 130 sq. ft. in the application of Section 1171.02(c) of the Codified Ordinances in Board of Zoning Appeals.

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – Joe Tennyson

**Chief Housing/Zoning Inspector** – Sean Brennan

**Economic Development Manager** – Monica Drake

## **WARD MATTERS**

### **PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

### **REPORTS OF STANDING COMMITTEES**

**Finance** – Vanni, Bisbee, Koudela

**Safety** – Phares, Malta, Bisbee

**Service, Utilities & Public Lands** – Malta, Phares, Bisbee

**Streets, Sidewalks & Sewers** – Vanni, Malta, Antosh

**Tax Compliance** – Koudela, Antosh, Patton

**Moral Claims** – Antosh, Phares, Patton

**Budget** – Vanni, Koudela, Patton

### **LIAISON REPORTS**

**Planning** – Phares/Alternate Koudela

**Board of Zoning Appeals** – Koudela/Alternate Vanni

**Volunteer Fire Fighters' Dependents Fund Board** – Antosh, Phares

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

### **FUND TRANSFERS & BID AUTHORIZATIONS**

### **CONTRACT APPROVALS**

5. Motion authorizing the Mayor to enter into contracts with the following entertainment for the 2022 Summer Concert Series at Lakefront Park:

Ronald A. Sluga - Fee: \$500.00 - June 26, 2022

The Rebeats Band/RSM Productions LLC - Fee: \$900.00 – July 17, 2022

A Strange Crew Band/Robert L. Houry - Fee: \$600.00 – July 24, 2022

Funkology Entertainment LLC - Fee: \$700.00 – July 31, 2022

Midnight Trail Band/James Sosis - Fee: \$600.00 – August 7, 2022

- [6.](#) Motion authorizing the Mayor to enter into contract with Deric Langton of Absolute Unbelievable Entertainment for DJ services at the Willowick Car Show on Sunday, August 21, 2022 for a fee of \$300.00.

## INTRODUCTION & CONSIDERATION OF LEGISLATION

- [7.](#) Ordinance No. 2022-23 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Police Officers), and declaring an emergency.

***Tabled 5-3-22***

- [8.](#) Ordinance No. 2022-24 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), and declaring an emergency.

***Tabled 5-3-22***

- [9.](#) Ordinance No. 2022-25 (Law Director)

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Willowick Firefighters Association, and declaring an emergency.

- [10.](#) Resolution No. 2022-13 (Law Director)

A Resolution authorizing the Mayor to accept the proposal submitted by Environmental Design Group for Economic Development and Planning Services relating to the Willowick Lakefront Connectivity and Downtown Redevelopment Plan, and declaring an emergency.

## MISCELLANEOUS

11. Motion authorizing CT Consultants to readvertise and obtain bids for the Willowick Community Center HVAC Improvements.
- [12.](#) Motion authorizing the purchase and installation of surveillance cameras and equipment for the Senior Citizen Center to Great Lakes Telecom in the amount of \$17,700. The purchase will be funded from one-time additional revenue provided from the Lake County Senior Citizens Levy.
13. Motion authorizing the expenditure to the Ohio Auditor of State for auditing services related to the 2021 financial statements and related disclosures in an amount not to exceed \$21,197.00.
14. Motion authorizing Rob Gross to sign purchase orders during the Service Director's absence from June 16 - June 27, 2022.
15. Motion authorizing Council to vacate the Council meetings of July 19, 2022 and August 16, 2022.

## PUBLIC PARTICIPATION

- a) *Public statement (1 minute maximum)*  
b) *Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

**ADJOURN TO EXECUTIVE SESSION**

16. To discuss contract negotiations and employee compensation.

**RETURN TO THE TABLE FROM EXECUTIVE SESSION**

**ADJOURNMENT**



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING**

Tuesday, May 03, 2022 at 7:30 PM

City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

**MINUTES**

**CALL MEETING TO ORDER**

(Total meetings to date - 8)

The ninth meeting of Council was called to order at 7:30 p.m. by Council President Patton.

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**PRESENT**

Council President Robert Patton

Ward 1 Councilwoman Monica Koudela

Ward 1 Councilman Michael Vanni

Ward 2 Councilwoman Natalie Antosh

Ward 3 Councilman Charles Malta

Ward 3 Councilman David Phares

**ABSENT**

Ward 2 Councilwoman Theresa Bisbee

**ALSO PRESENT**

Law Director Landgraf, Fire Chief Tennyson, Police Chief Turner, Service Director Shannon, Chief Housing and Zoning Inspector Brennan, Recreation Director Kless, City Engineer McLaughlin, Economic Manager Drake and Council Clerk Trend.

**ABSENT**

Mayor Regovich and Finance Director Benedict.

**APPROVAL OF MINUTES**

1. Motion made by Ms. Antosh, seconded by Mr. Malta to approve the minutes of the Regular City Council Meeting of April 19, 2022.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

2. Motion made by Mr. Malta, seconded by Ms. Antosh to appoint Bill Wittlinger to the Civil Service Commission for a term of 6 years commencing May 3, 2022.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

3. Motion made by Ms. Antosh, seconded by Mr. Malta recognizing and honoring Giuseppe's Pizza Inc. dba Giuseppe's Pizza & Subs for fifty years of business in the City of Willowick.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**ADMINISTRATIVE APPEALS**

None.

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

No report - absent.

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

None.

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials****Service Director – Todd Shannon**

The Road Program is moving along as well as the sewer repair at Fairway and Forestgrove. Service workers are getting the parks ready for the summer and will be assisting with the Clean-up the Parks Day on May 7.

**Recreation Director – Julie Kless**

Registrations have begun for the summer programs.

**City Engineer – Tim McLaughlin**

No written report. The Road Program is on schedule and the majority of the laterals under the Lateral Program have been repaired.

**Finance Director – Cheryl Benedict**

No report - absent.

**Law Director – Stephanie Landgraf**

No report.

**Police Chief – Brian Turner**

Written report submitted electronically.

**Fire Chief – Joe Tennyson**

Written report submitted electronically. Captain Tim Bynane will be retiring at the end of May with 43 years of service.

**Chief Housing/Zoning Inspector – Sean Brennan**

Written report submitted.

**Economic Development Manager – Monica Drake**

Pasha Turkish Kitchen will be having their Grand Opening ribbon cutting sometime in June. Shoregate Shopping Center continues to work on filling vacant spaces. Northshore Mall has four vacancies and the property management team is working on filling these.

**WARD MATTERS**

Ms. Antosh stated the city wide garage sale is July 14-17. Registration can be done on the Facebook page or by contacting her at 440-364-4663.

**PUBLIC PARTICIPATION**

- a) Public statement (1 minute maximum)*
- b) Council response to the public*
- c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

None.

**REPORTS OF STANDING COMMITTEES****Finance – Vanni, Bisbee, Koudela**

No report.

**Safety – Phares, Malta, Bisbee**

No report.

**Service, Utilities & Public Lands – Malta, Phares, Bisbee**

No report.

**Streets, Sidewalks & Sewers – Vanni, Malta, Antosh**

No report.

**Tax Compliance – Koudela, Antosh, Patton**

No report.

**Moral Claims – Antosh, Phares, Patton**

No report.

**Budget – Vanni, Koudela, Patton**

No report.

**LIAISON REPORTS****Planning – Phares/Alternate Koudela**

No report.

**Board of Zoning Appeals – Koudela/Alternate Vanni**

No report.

**Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares**

No report.

**Recreation Board – Bisbee/Alternate Phares**

No report.

**Plan Review Board – Antosh**

No report.

**Hearts & Hammers – Malta**

Volunteers will be helping with the Clean-up the Parks Day on Saturday, May 7th.

**FUND TRANSFERS & BID AUTHORIZATIONS**

None.

**CONTRACT APPROVALS**

None.

**INTRODUCTION & CONSIDERATION OF LEGISLATION****4. Ordinance No. 2022-23 (Law Director)**

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Police Officers), and declaring an emergency.

Motion made by Mr. Malta, seconded by Ms. Antosh to table Ordinance No. 2022-23.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**5. Ordinance No. 2022-24 (Law Director)**

An Ordinance authorizing the approval of the Collective Bargaining Agreement between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), and declaring an emergency.

Motion made by Ms. Antosh, seconded by Mr. Vanni to table Ordinance No. 2022-24.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

**MISCELLANEOUS**

None.

**PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

None.

**ADJOURN TO EXECUTIVE SESSION**

6. To discuss contract negotiations.

***Tabled 5-3-22***



**RETURN TO THE TABLE FROM EXECUTIVE SESSION****ADJOURNMENT**

Motion made by Ms. Antosh, seconded by Mr. Malta to adjourn.

**Discussion:** None.

**Vote:** All ayes. Motion carried.

Meeting adjourned at 7:45 p.m.

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PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

## ADMINISTRATIVE APPEAL ORDER NO. 2022-6

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 11' TO INSTALL A FENCE  
IN THE SIDE YARD 15' FROM THE MAIN BUILDING ON A CORNER LOT IN THE  
APPLICATION OF SECTION 1165.07(c) OF THE CODIFIED ORDINANCES IN BOARD  
OF ZONING APPEALS

CASE 21-535  
MARSHALL RIDLEY II  
31321 BAYRIDGE BLVD.

WHEREAS, at its meeting of May 11, 2022, the Board of Zoning Appeals, in Case No. 21-535, heard the appeal of Marshall Ridley II for the requested variance and has recommended to Council that the variance to Section 1165.07(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1165.07(c) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

## ADMINISTRATIVE APPEAL ORDER NO. 2022-7

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 2' HEIGHT TO INSTALL A 6' HIGH FENCE ON A CORNER LOT IN THE APPLICATION OF SECTION 1165.07(c) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-535  
MARSHALL RIDLEY II  
31321 BAYRIDGE BLVD.

WHEREAS, at its meeting of May 11, 2022, the Board of Zoning Appeals, in Case No. 21-535, heard the appeal of Marshall Ridley II for the requested variance and has recommended to Council that the variance to Section 1165.07(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1165.07(c) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

## ADMINISTRATIVE APPEAL ORDER NO. 2022-8

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 10 SQ. FT. TO INSTALL A PERGOLA WITH AN EXTERNAL DIMENSION OF 130 SQ. FT. IN THE APPLICATION OF SECTION 1171.02(c) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-536  
SERAFINA SCAFIDI  
30400 VINEYARD RD.

WHEREAS, at its meeting of May 11, 2022, the Board of Zoning Appeals, in Case No. 21-536, heard the appeal of Serafina Scafidi for the requested variance and has recommended to Council that the variance to Section 1171.02(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be \_\_\_\_\_.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1171.02(c) of the Codified Ordinances is hereby \_\_\_\_\_.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: \_\_\_\_\_ 2022 \_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council



Event Date: <u>June 26, 2022</u>	Item #5.
Paid: _____	

**Ronald A. Sluga**  
32306 Glen Arden Drive - Willowick, Ohio 44095-3247  
Phone: 440-585-0266  
Email: [ronsluga@ameritech.net](mailto:ronsluga@ameritech.net)

**ENTERTAINMENT INVOICE**

Ronald A. Sluga agrees to entertain for: Lakefront Lodge Concert in the Park  
on Sunday, June 26, 2022 during the hours of: 6:30pm – 8:30pm  
at Willowick Lakefront Lodge  
Address 30525 Lakeshore Blvd. City: Willowick State: Ohio Zip: 44095  
Contact: Gretchen Phone: 440-585-5112

Total performance hours: Two Hours (2 )  
For the sum of \$ 500. ( Five hundred dollars ) as per our agreement.

Total number of musicians performing: Three ( 3 )

X \_\_\_\_\_ accepted the above and has agreed to pay **Ronald A. Sluga** the sum of \$ 500.00  
within 45 days of this engagement date.

Type/Style of Music to be played: Variety

Entertainer(s) listed above require a One-hour set up time before and a 1-hour teardown time after the actual  
entertainment time scheduled in this agreement.

Ronald A. Sluga  
Signature ~ Ronald A. Sluga

Jan 12, 2022  
Date



Reg # 002122  
4.18.22  
Item #5.

6633 Benedict Dr. Middleburg Hts., Ohio 44130 216-832-8513

THIS CONTRACT for the personal services of **The ReBeats Band/RSM Productions, LLC** ("Performer") on the engagement described below is made this 14th day of January, 2022, between the undersigned purchaser of entertainment (herein called "Purchaser") and the undersigned Performer.

1. Name, Address and Telephone Number of the Place of Engagement:

City of Willowick Lakefront Lodge 30525 Lakeshore Blvd Willowick, OH 44095 (440) 585-5112

2. Date(s): Sunday, July 17<sup>th</sup>, 2022

3. Times of Engagement: Starting 6:30PM Finishing 8:30PM

4. Compensation Agreed Upon: \$900.00

Purchaser Will Make Payments To: **"RSM Productions, LLC" Federal Tax ID # 273625588**, immediately following their Performance.

5. Additional Terms (if any): "Addendum A" is part of this agreement.

6. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by means whatsoever, without written permission of Performer.

7. This Contract, except for acts of God, may not be cancelled by either party less than 90 days before the performance date.

8. The terms of this contract may not be changed except as may be mutually agreed by both the Purchaser and the Performer.

9. It is understood that the Performer is an independent contractor and is not an employee of the Purchaser.

10. If at anytime any musician shall become incapacitated or otherwise unable to perform, he/she shall be replaced by a musician of the same ability.

11. Musicians performing shall be afforded the same courtesies (food, refreshments, etc.) as other workers present at the engagement.

12. Any controversies arising between the Performer and the Purchaser pertaining to this contract shall be subject to the laws of the State of Ohio.

13. The person signing this agreement on behalf of the Purchaser or on behalf of the Performer warrants that he/she signs as a properly authorized representative of said Purchaser or Performer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names on the day and year first above written.

\_\_\_\_\_  
Print Purchasers Full and Correct Name

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Purchasers Address and Telephone Number

The ReBeats/RSM Productions, LLC

\_\_\_\_\_  
Print Name of Performer

Rick S. Montanari, President

\_\_\_\_\_  
Signature of Performer

6633 Benedict Dr. Middleburg Hts., Ohio 44130 216-832-8513

\_\_\_\_\_  
Performers Address Telephone Number

# ADDENDUM "A"

Item #5.

## CONDITIONS TO OUTDOOR PERFORMANCE

1. Stage, or solid surface (wood/concrete approximately 30' x 8') must be provided by the Purchaser (we will not perform on the ground).
2. In the case of a thunderstorm prior to commencing, The ReBeats reserve the right to not perform, if in it's Leader's judgment he determines that its members are in danger of bodily harm. The Purchaser is responsible for the full payment amount if, in fact The ReBeats are unable to perform due to adverse weather conditions.
3. In the case of a thunderstorm while performing, The ReBeats will stop performing and will not resume performing until the storm is over. Upon resumption, we will perform for half of the time missed due to the delay, unless the delay is over two hours.  
(*example: Scheduled performance time is 7:00PM till 10:30PM, during the engagement there is a one hour rain delay, The ReBeats will perform till 11:00PM*).  
The Purchaser is responsible for the full payment amount.
4. The ReBeats and equipment must be completely enclosed and dry at all times.
5. Properly protected power outlets are the responsibility of the Purchaser.  
(*example: Six dual outlets 120VZC, 15 amps each, outdoor grade cable*)

**MUSICAL PERFORMANCE CONTRACT****A Strange Crew Band**

This contract made on the day \_\_\_\_\_ between the **City of Willowick Recreation Dept. (Operator)** and **A Strange Crew (Band)** for the hiring of the Band as independent music performance contractors.

Venue is scheduled as follows:

Performance date: July 24, 2022

Time: 6:30-8:30 pm

Location: Lake Front Lodge (outside venue).

Compensation: \$600

Full compensation (\$600) will be received no later than day of performance.

Musical content will be decided by the Band which will provide and operate the sound system. A sound system check conducted by the Band will be required prior to the start of the event.

Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by the Venue attendees. Operator maintains sufficient personal injury/property insurance for Venue.

In the case of inclement weather, the Band will be rescheduled, moved to another location, or cancelled if an alternate date cannot be made available.

A Strange Crew Band

**Band's Representative:** 

Robert L. Houry

792 E. 305 St.

Willowick, Ohio 44095

440-781-6541

RLHoury@roadrunner.com

City of Willowick

Recreation Department

**Operator's Representative:** \_\_\_\_\_

Gretchen Kless

gkless@cityofwillowick.com



## BAND PERFORMANCE AGREEMENT

This BAND PERFORMANCE AGREEMENT is made on **Thursday, January 6, 2022** by and between the **City of Willowick** (Venue/Event Administrator) ("Purchaser") and Funkology Entertainment LLC ("Band"). In consideration of the mutual promises and obligations in this Agreement, Purchaser and Band agree as follows:

- 1) **Engagement:** The Purchaser engages the Band to render a musical performance (the "Performance"), and Band agrees to render such Performance under the terms and conditions set forth in this Agreement. Band's performance pursuant to this Agreement is subject to the unavailability of Band as a result of sickness, accidents, acts of God, and other causes reasonably beyond Band's control.

- 2) **Location of Performance:** The Performance will take place at the following location:

Name of Venue/Location:

**Lakefront Lodge**

Venue/Location Address:

**30525 Lakeshore Blvd Willowick, Ohio 44095**

- 3) **Date and Time of Performance:** The date of the Performance is **Sunday, July 31, 2022**. The Venue/Location will be available for set up on the Performance date at **4:30 PM**. The Performance will be between the hours of **6:30 PM - 8:30 PM**. Band will play a Performance consisting of **1** sets with periodic breaks between sets.

- 4) **Payment:** In consideration for Band's services at the Performance, Purchaser agrees to pay the set fee of **\$700.00**, payable in full at the time of Performance. Payment shall be made in cash unless the Band has previously agreed to payment by bank check from Purchaser, received in advance of Performance.

a) Deposit Required **N/A**. If this Section 4 a is checked, Purchaser will pay Band an advance Deposit in the amount of \$ \_\_\_\_\_ on or before \_\_\_\_\_. If the Deposit is not received by Band on or before this date, Band shall have the option of cancelling this Performance Agreement with no notice or further responsibility to Purchaser.

b) **Payment of Balance.** Purchaser shall pay the remaining balance due to Band, after deducting any prepaid Deposit, in full at the time of Performance, in cash unless the Band has previously agreed to payment by advance bank

check from Purchaser.

- 5) **Cancellation:** In the event Purchaser cancels the Performance less than 30 days prior to the scheduled date, Purchaser will forfeit any prepaid Deposit, or, if no prepaid Deposit has been required, will pay Band a Cancellation Fee of **0%** of the set fee described in Paragraph 4 (the "Cancellation Fee"). Upon payment of the Cancellation Fee or forfeit of any prepaid Deposit, Purchaser will have no further liability to Band pursuant to this Agreement. Band may cancel the Performance within Thirty (30) days of the Performance Date, or in the event of sickness, accidents, acts of God, or other causes reasonably beyond Band's control, in which case any Prepaid Deposit will be refunded to Purchaser and Band will have no further obligation to Purchaser.
- 6) **No Taping of Performance Without Band Permission:** Except as provided in Paragraph 7, Purchaser will not tape or transmit copies of the Performance or photographs of the Band without advance approval of Band.
- 7) **Promotion of Performance:** While Band will, in its sole discretion, promote the Performance when possible, Purchaser shall be responsible for all promotion and production of the Performance. Purchaser agrees to use its best efforts to promote the Performance with publicity, advertising, in-venue promotions, calendar listings, and any other means practical. Purchaser may use Band's name, photos, and likenesses for purposes of promotion of the Performance with prior permission of Band.
- 8) **Production Details:**

\_\_\_\_\_ - if checked, Purchaser will provide all Performance Venue production items, including lighting and audio equipment. Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.

  X   - if checked, Band will provide its own lighting and audio equipment at Performance. However, Purchaser is responsible for making arrangement for adequate electricity supply and outlets for Band at Performance.
- 9) **Insurance and Liability:** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property liability insurance coverage, and such coverage shall extend to all activities related to Band's Performance, including time of set up and take down. Except for claims arising from Band's intentional or willful acts, Purchaser shall indemnify and hold Band harmless from any third party claims for injury, loss or damage.
- 10) **Independent Contractor Status of Band:** The Band and all performers therein acknowledge that it and they are independent contractors, and not employees of

Purchaser, and shall be responsible for all taxes associated with the fees paid. Purchaser shall control the time and location of the performance, while Band shall control the manner, means and details of such Performance.

11) **Entirety of Agreement:** This Agreement constitutes the entire agreement between the parties, and can only be modified in writing, executed by both parties. The Agreement cannot be transferred or assigned without the written consent of the parties. The Agreement shall be governed by the laws of the State of Ohio. If any provision of the Agreement is held invalid, the remaining provisions shall remain in full force and effect and are severable.

12) **Authority to Execute:** Each signator to this Agreement represents that it has the legal authority to bind a party to the provisions of the Agreement.

**FUNKOLOGY ENTERTAINMENT, LLC (Band)**

***Bryan Keller***

Bryan Keller, Managing Member

**PURCHASER:** \_\_\_\_\_ (Name)

\_\_\_\_\_  
By:

Name:

Title:

Reg # 002118  
4.18.22

Item #5.

## Entertainment Contract

This is to confirm that Midnight Trail Band will perform musical entertainment at Lake Front Lodge (outside venue) located in the city of Willowick, Ohio on

Date: August 7, 2022

Starting time: 6:30 pm

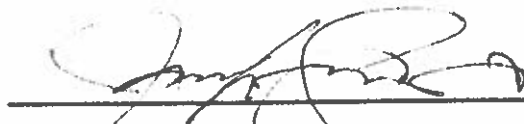
Ending time: 8:30 pm

Total payment for performance: \$600.00

The band will supply sound system and lights if needed.

Full payment to be received on day of service.

\*In case of rain the band will either be rescheduled, moved to another location or cancelled if alternate date cannot be secured.



Performers Signature / date  
James Susic

385 Divot Dr. Willowick, Ohio 44095

## ENTERTAINMENT AGREEMENT

This Agreement is made on \_\_\_\_\_, between Deric Langton of Absolutely Unbelievable Entertainment (Artist) and the City of Willowick (Purchaser).

Artist will provide DJ Services for Car Show on August 21, 2022 from 1:00pm to 4:00pm at Dudley Park, 31500 Willowick Dr. Willowick, OH 44095.

Agreed price shall be \$300.00 (Three Hundred Dollars), of which a deposit of 50% will be mailed with the signed Agreement, prior to the event.

The remaining balance of \$150.00 (One Hundred Fifty Dollars) will be mailed to the Artist upon completion of the event.

A rain date of Sunday, August 28, 2022 from 1:00pm to 4:00pm is scheduled at Manry Park, 30100 Arnold Dr. Willowick, OH. If the event is not completed due to weather or other unforeseen circumstances, the deposit amount paid by the Purchaser will be kept by the Artist with no additional payment, funds or balance due.

Purchaser: City of Willowick

By: \_\_\_\_\_

30435 Lakeshore Blvd.

Street Address

Willowick, OH 44095

City, State, Zip

440-516-3011

Telephone

Artist: Deric Langton

By: Absolutely Unbelievable Entertainment

P.O. Box 99

Street Address

Wickliffe, OH 44092

City, State, Zip

Telephone

Agent: Deric Langton

By: \_\_\_\_\_

Date

## ORDINANCE NO. 2022-23

### AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE FRATERNAL ORDER OF POLICE WILLOWICK LODGE NO. 116 (POLICE OFFICERS), AND DECLARING AN EMERGENCY.

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the Fraternal Order of Police Willowick Lodge No. 116 (Police Officers), have been completed and an agreement reached by representatives for the City and the Fraternal Order of Police Willowick Lodge No. 116 (Police Officers); and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's Police Officers and to ensure the orderly and uninterrupted efficient operations of government while promoting individual efficiency and services to the residents of the City of Willowick;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police Willowick Lodge No. 116 (Police Officers), substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and Fraternal Order of Police Willowick Lodge No. 116 (Police Officers), effective January 1, 2022, through to December 31, 2024," annexed hereto as Exhibit A and incorporated herein by reference, addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**SECTION 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Service Unit and that it will ensure the orderly and uninterrupted efficient operation of the City.

WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022 \_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

ATTEST: \_\_\_\_\_  
Angela Trend, Clerk of Council



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WILLOWICK

AND



FRATERNAL ORDER OF POLICE

WILLOWICK LODGE NO. 116

(POLICE OFFICERS)

EFFECTIVE:

January 1, 2022 - December 31, 2024



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## **AGREEMENT**

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the "City") and the Fraternal Order of Police and its Willowick Lodge No. 116 (hereinafter jointly referred to as the "FOP").

### **ARTICLE 1** **RECOGNITION**

1.01 The City hereby recognizes the FOP as the exclusive Bargaining Representative for a Unit comprised of all Police Officers below the rank of Sergeant.

1.02 The FOP shall be granted a reasonable amount of compensatory release time, not to exceed a total for both Bargaining Units combined of one hundred and four (104) hours per year to conduct FOP business. A written request for such release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative. Two (2) employees will be permitted off at the same time. Approval shall be subject to the City's ability to maintain adequate staffing.

### **ARTICLE 2** **CITY'S RIGHT TO MANAGE**

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

1. 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, standard of services, its overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;

- 8. Effectively manage the work force;
- 9. Take actions to carry out the mission of the City as a governmental unit;

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

### **ARTICLE 3**

#### **FOP DUES**

3.01 The City will deduct from the pay of each Bargaining Unit member who in writing so authorizes it to do so the required amount of fees for the payment of FOP dues.

3.02 The FOP recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the FOP, for purposes of collective bargaining, contract enforcement and grievance resolution.

3.03 The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes in this Section, the term "City" includes the City of Willowick and its various offices and officials, whether elected or appointed.

### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

4.01 A "grievance" is an alleged violation of the Agreement or any dispute with respect to its meaning or application and shall be the sole and exclusive method for resolving grievances and waive any right of appeals through Civil Service except that a new hire probationary removal may only be appealed pursuant to Civil Service rules and regulations and is not grievable. A grievance may only be initiated by an aggrieved member of a Bargaining Unit and must be signed by such aggrieved individual. The grievant shall be entitled to FOP representation at each stage of the grievance process and any grievance meetings shall be conducted at reasonable times and places. The FOP reserves the right to participate at each step of the grievance/arbitration process.

4.02 A letter of rebuttal may be placed in an employee's file for cautionary or written disciplinary actions and are not grievable.

Any disciplinary action resulting in a suspension, demotion, or discharge may be appealed through the grievance and arbitration process set out herein.

Disciplinary action may be implemented in accordance with the just cause standards.

4.03 The following procedure shall be used in applying the grievance process:

a. Step 1 - Informal

Prior to filing any written grievance, the grievant must attempt to resolve it informally with his/her immediate supervisor.

b. Step 2 - Chief

Any grievance that is not resolved at the informal level must be presented, in writing, to the Chief within ten (10) calendar days of the occurrence of the alleged grievance. The Chief, or his designee, may hold a meeting to hear the dispute and shall provide a written answer to the grievance within one (1) week after its receipt.

If the Chief's, or his designee's, response to the grievance is not satisfactory, the grievance shall be reviewed by a FOP screening committee to determine whether it should be advanced to the next step in the grievance procedure.

c. Step 3 - Director of Public Safety/Mayor

If the grievant is not satisfied with the resolution at Step 2, and the FOP screening committee finds merit in an appeal, he may appeal to the Director of Public Safety/Mayor, in writing, within one (1) week after receipt of the Step 2 answer. The Director of Public Safety/Mayor, or their designee, shall hold a meeting with the grievant within one (1) week after receipt of the grievance and shall answer the grievance, in writing, within fifteen (15) workdays of such meeting.

As used in this Agreement, the term "Director of Public Safety" shall mean the Mayor or their designee.

d. Step 4 - Arbitration

If the grievant is not satisfied with the resolution at Step 3, he may request that the FOP file a request for arbitration. The FOP must file such request within one (1) week of the Step 3 decision with the Director or Public Safety/Mayor.

The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association. If an Arbitrator is not selected from the first list, a second list shall be provided to the parties.

The arbitration step of the grievance procedure shall be pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.

The cost of the Arbitrator shall be paid equally by the City and FOP.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

4.04 The failure of the grievant or the FOP to meet any time limit provided herein shall serve as a waiver of any grievance.

4.05 Recording devices at grievance meetings shall be prohibited unless prior written consent is given by all parties.

## **ARTICLE 5** **NO STRIKE**

5.01 Neither the FOP nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

5.02 The FOP shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no- strike" clause.

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

5.03 NO LOCK-OUT.

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

## **ARTICLE 6** **NON-DISCRIMINATION**

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

## **ARTICLE 7** **LABOR-MANAGEMENT COMMITTEE**

7.01 The parties recognize that certain subjects, such as equipment, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the FOP may

wish to present its views on such subjects so that such views may be considered by the administration.

7.02 For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick Police Officers designated by the FOP. Committee meetings shall be scheduled at least quarterly by the City at reasonable, mutually convenient times, and shall be closed to the public. Agenda times may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the FOP is expected to work matters with the Police Department before raising them at Labor- Management Committee meetings.

## **ARTICLE 8** **SAVINGS CLAUSE**

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

## **ARTICLE 9** **BULLETIN BOARD**

9.01 The City shall provide space on station premises for the FOP to install a Bulletin Board to post notices of a general and business nature of the FOP membership and other department employees who may have an interest. The cost of purchasing and installing and maintaining this Bulletin Board shall be the FOP's sole responsibility.

## **ARTICLE 10** **SENIORITY**

10.01 In all matters not governed by Civil Service wherein the City considers and evaluates two (2) or more Bargaining Unitmembers within a particular classification such as, but not limited to, shift selection and vacation selection, said selection should be awarded on the basis of seniority (last date of hire as a full-time City of Willowick Police Officer) should all

other factors in the evaluation process, including the needs of the City, be considered equal.

Prior continuous service of a Part-Time Police Officer shall be credited upon appointment to a Full-Time position on a pro-rata basis. Each hour of continuous service from the last date of hire in the active pay status shall be credited as one (1) service credit. 2080 hours of service credit shall equal one (1) year.

## **ARTICLE 11**

### **LAYOFF AND RECALL**

11.01 Employees may be laid off as a result of lack of work, lack of funds or abolishment of position(s). It is the intent of the City of Willowick and the FOP that work reductions or layoffs shall be in accordance with the provisions hereinafter set forth and the Willowick Civil Service Commission Rules not inconsistent with ORC 124.37. The City, upon request from the FOP, agrees to meet with the Union to discuss the impact of the reduction of force on bargaining unit members.

11.02 Employees shall be provided a minimum of fourteen (14) calendar days advance notice of layoff. Employees within the affected job classification shall be laid off in the following order:

- A. The least senior seasonal or temporary employee in the effected classification.
- B. The least senior probationary employee in the effected classification.
- C. The least senior employee within the effected classification.

11.03 An employee occupying a higher classification, i.e., Sergeant or Lieutenant or other ranking officers, shall be reduced in accordance with classification seniority within the effected job classification and may be displace lower ranking employees in accordance with total seniority with the City of Willowick Police Department providing he/she is able to perform the requirements of the job.

11.04 Employees shall be recalled in the inverse order of layoff i.e., most senior recalled first and shall retain the right to recall for three (3) years from the date of layoff. Notice of recall shall be sent by certified mail to the employee's last known address. An employee shall be afforded seven (7) calendar days following receipt of notice to respond to inform the Employer of the employee's intention to return to work or shall be considered to have resigned his position.

## **ARTICLE 12**

### **WAGE**

12.01 Effective the first full pay period after January 1, 2022, employees employed upon execution shall receive an increase of two and one half percent (2 ½%).

Effective the first full pay period occurring in 2023, increase base wage by two and one-half percent (2 ½%).

Effective the first full pay period occurring in 2024, increase base wage by two and three-quarters percent (2 3/4%).

12.02 The following represents the base hourly rates at each time interval indicated:

First full pay in each year:

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Patrolman with 5 or more years	39.75	40.74	41.86
Patrolman with 4 or more years	37.81	38.76	39.83
Patrolman with 2 or more years	33.31	34.14	35.08
Patrolman with less than 2 years	29.33	30.06	30.89

Years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit.

12.03 Wages shall be paid bi-weekly.

12.04 OFFICER IN CHARGE PREMIUM - Any Patrol Officer who is assigned to act in the capacity of Officer in Charge shall receive a premium of three dollars (\$3.00) per hour for each hour so worked.

12.05 Effective 1/1/01 employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE (SENIORITY)

After completing five (5) years	.24 cents
After completing ten (10) years	.48 cents
After completing fifteen (15) years	.72 cents
After completing twenty (20) years	.96 cents

Such rates are in total and are not accumulative.

12.06 Commencing in January 2014, all sworn police officers shall be required to meet the minimum standards of O.R.C. Section 109.801 for firearms proficiency. Annually and upon satisfactorily meeting the standard, officers shall receive a Five Hundred Dollar (\$500.00) payment.

12.07 PFDPF (POLICE & FIREMEN'S DISABILITY & PENSION FUND) SALARY REDUCTION PICK-UP - In accordance with the requirements of Section 414 (h) (2) of the



Internal Revenue Code (the "Code") and regulations and rulings there-under, effective not later than October 20, 1991, the City shall "pick up" the employee contributions that are required to be deducted from the salary of employees who are covered by this Agreement and are members of the Police & Firemen's Disability & Pension Fund (PFDPF). Such pick-up shall not alter the amount of or character of contributions that are required to be made to the PFDPF by the City and by PFDPF-covered employees pursuant to Chapter 145 of the Ohio Revised Code; shall, to the extent permitted by the Code, be treated as excludable from the gross income of the covered employees; and shall not alter the amount of the salary, wages, or earnings of the covered employees for any other part of this Agreement. The City shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law or regulation.

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

12.09 Any Officer who is assigned to act in the capacity of Field Training Officer (FTO) shall receive one (1) hour of compensatory time (straight time) for each shift so worked. Documentation including but not limited to Daily Observation Reports (DOR) may be required by the Chief of Police to verify the number of training done.

### **ARTICLE 13** **HEALTH INSURANCE**

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

13.02 The prescription plan limits include a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

13.03 The Employer will pay 87% of the accumulated total of the health, prescription, eye, and dental care premiums based on the employee's plan level eligibility. The Employee shall pay 13%.

A four-tier plan level of eligibility will be established.

Plan design include the following:

\$75.00	Emergency Room Co-pay
\$50.00	Urgent Care Co-pay
\$20.00	Dr. Visit Co-Pay

	<u>In-Network</u>	<u>Out-of-Network</u>
Coinsurance Limit	90%/10%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800/\$1,600	\$1,600/\$3,200

13.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

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

13.05 The City shall provide at no cost to the employee, term life insurance in the amount of \$20,000.00, effective on the first of the next month following employment.

#### **ARTICLE 14**

#### **PERSONNEL FILES AND POLICY**

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

Should a Bargaining Unit member upon review of his/her file, come across material of a negative or derogatory nature, said Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the Bargaining Unit member's files as long as the negative material remains.

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

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

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures two (2) years after the effective date of the

suspension providing there are no intervening suspensions during the period.

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

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

## **ARTICLE 15** **SCHOOLING**

15.01 Effective January 1, 1995, each full-time regular member of the Division who has acquired the following credentials shall receive in addition to his regular monthly compensation:

1. Associate Degree in Law Enforcement conferred by any university, college, junior college, or community college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority or any similar accrediting authority - Fifty Dollars (\$50.00) per month, and Twenty-Five Dollars (\$25.00) per month for a Non-Law Enforcement Associate Degree.
2. Bachelor's Degree in Law Enforcement or Police Science conferred by any university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority - One Hundred Dollars (\$100.00) per month, and Fifty Dollars (\$50.00) per month for a Non-Law Enforcement Bachelor's Degree.

Current credits under the former plan shall be maintained and count towards the One Hundred Dollars (\$100.00), Fifty Dollars (\$50.00), and Twenty-Five Dollar (\$25.00) payments.

## **ARTICLE 16** **COURT TIME/TRAINING TIME/CALL UP TIME**

### 16.01 ATTENDANCE AT COURT SESSIONS

Each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to Police business for which such attendance is required. Such compensation shall be payable only for attendance by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members receiving compensation under this Article shall receive credit for a minimum of four (4) hours, to be taken in the form of pay or compensatory time off.

16.02 Bargaining Unit members who are assigned mandatory training evolutions as determined by the Employer, to include but not limited to Perry Nuclear Training, Breath Testing Process, Cardiopulmonary Resuscitation, and First Aid shall be compensated for time spent in such training evolutions. When such evolutions are assigned on a member's off-duty time, said member shall receive credit for a minimum of two (2) hours at the applicable rate in either pay or compensatory time off.

When an officer is required to report for duty at other than a scheduled time (call up), that officer shall be entitled to a minimum two (2) hour premium commencing at the inception of the "call up".

## **ARTICLE 17**

### **OVERTIME**

#### **17.01 OVERTIME COMPENSATION**

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

All Bargaining Unit members who work on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated for such time at a rate which is one and one-half (1-1/2) times the regular rate of compensation or in lieu of overtime compensation, he or she may be granted compensatory time. An employee held over or called in on one (1) of the seven (7) days set out herein, shall be compensated at a rate of two (2) times the regular rate of compensation for the hold over or call-in hours, providing the employee completes their regular scheduled work week.

2. Whenever any Bargaining Unit member, employed on a full- time basis, works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred twenty (120) hours accumulative, except that the total hours any individual officer may accumulate with respect to retirement shall remain at forty (40) hours. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked.

For purposes of computing overtime pay and/or compensatory time; holiday, vacation, compensatory and personal day hours shall count as hours worked during the normal work week. Sick leave hours shall not count for purposes of computing overtime and/or compensatory time except when the overtime is for court time, mandatory training, or mandatory meetings. In the case of forced overtime only, an employee may substitute comp-time for sick leave within the defined week it occurs.

## 17.02 TAKING COMPENSATORY TIME OFF

1. Compensatory time off shall be granted at the discretion of the Chief of Police or his designate. Provided there is prior approval of the Chief of Police or his designate, officers who have time in the comp time bank may exchange comp time.

17.03 A Bargaining Unit employee shall be permitted to sell back up to one hundred twenty (120) hours of compensatory time each calendar year.

17.04 Each shift shall be responsible to offer and manage an overtime opportunity rotation. In the event an error arises in the assignment of overtime, the affected employee shall be offered the next overtime opportunity.

## **ARTICLE 18** **UNIFORM ALLOWANCE**

18.01 Each regular full-time Bargaining Unit member shall receive a uniform clothing maintenance allowance with the first pay of December.

The uniform allowance shall be established as \$1050.00.

18.02 - NEW EMPLOYEES - New employees hired from this date forward shall receive one-half of the allowance upon employment toward the purchase of uniforms. In the first pay of December in their 1st year of employment shall receive the balance if such employment is terminated for any reason prior to completion of one year, the December payment shall be repaid to the City through a payroll deduction or other method of recovery.

18.03 FUTURE YEARLY PAYMENTS - Employees, who after one year of service terminate employment for any reason, shall not be eligible for any pro-rata payment of uniform allowance. Non-probationary employees employed on December 1st of each year shall receive the yearly uniform allowance.

The amount of allowance set out in Section 1 of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve-month period.

18.04 The Employer shall initially purchase and thereafter replace an employee's personal body armor Minimum Level II when usage so requires, but at least within the manufacturer's specified period for replacement. No usage replacement shall be effected when an Officer's negligence causes or creates the requirement to replace.

## **ARTICLE 19**

### **MILEAGE**

#### 19.01 MILEAGE

Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the prevailing U.S. IRS standard mileage rate per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor or his designee.

## **ARTICLE 20**

### **SICK TIME**

#### 20.01 SICK LEAVE

1. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) weekdays or a total of ten (10) hours with pay for the reasons specified in Subsection Four (4) hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection Four (4) hereof, or due to paid vacations or legal holidays.
2. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his usual service if it had been performed on such days.
3. Unused sick leave may be accumulated without limit.
4. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection One (1) above, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees and to illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother, or sister. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication, or use of narcotics.

The Employer may require certification of medical attention when an employee is off for three (3) consecutive workdays or after four (4) undocumented occurrences in a

rotating year.

5. Except as provided in Subsection Six (6) hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the City has been terminated may, with approval of the Mayor, be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.
6. Upon the retirement, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick at such Bargaining Unit member current rate of compensation as follows:
  - A. Payment shall be for a maximum of one hundred twenty (120) days or a total of nine hundred sixty (960) hours of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
  - B. In case of death, to the Bargaining Unit member's surviving spouse, if any, who was living with such Bargaining Unit member or dependent upon him for support at the time of his death, or if there is no surviving spouse, to the dependent children, including adopted children, of such Bargaining Unit member or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon such Bargaining Unit member for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member shall be required to see to the proper expenditure of any such payments.
  - C. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of such Bargaining Unit member, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member thereof shall be required to see to the proper expenditure of any such payment.
7. An employee of any public agency or state or federally funded program who is hired

by the City of Willowick shall be credited with the unused balance of his accumulated sick leave with such public agency. Provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public agency.

8. Sick leave transfer credited from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick.

## **ARTICLE 21**

### **INJURY LEAVE**

21.01 An employee who is injured while on duty, on the City's payroll and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is entitled to Workers' Compensation, shall be eligible for paid leave not to exceed ninety (90) calendar days, unless eligible for a pension.

21.02 Should payments be made by the Employer to an employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the employee's accumulated leave credits (e.g., sick leave, vacation, etc.) or payroll deduction.

21.03 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Said extension of paid injury leave shall not be unreasonably denied.

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

21.05 When receiving injury leave pay, the employee shall sign off and refund the City any loss of time compensation received under Ohio Workers' Compensation for such time an employee is on paid injury leave.

21.06 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer.

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



**ARTICLE 22**  
**TIME ALLOWED FOR DEATH OF RELATIVES**

22.01 Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, twenty-four (24) hours in the event of the death and attendance at the funeral of any of the following relatives of such employee or his or her spouse; spouse, child, parent, brother, sister, or grandparent.

**ARTICLE 23**  
**VACATION**

23.01 ANNUAL VACATION

- A. Each regular full time Bargaining Unit member shall receive a vacation based upon the following schedule of years of service in the active pay status:

<u>YEARS OF SERVICE</u>	<u>VACATION IN WEEKS</u>
1 or more but less than 5	2 weeks (80 Hrs.)
5 or more but less than 10	3 weeks (120 Hrs.)
10 or more but less than 15	4 weeks (160 Hrs.)
15 or more but less than 20	5 weeks (200 Hrs.)
20 or more	6 weeks (240 Hrs.)

A vacation may be split into four (4) separate periods, including the addition of allotted holidays in Article 23, Holiday Hold Back. Employees will be permitted to hold back scheduling of up to forty (40) hours of holiday time that may be scheduled in not less than one (1) hour increments before the end of the year. Such days will not be granted off if it causes overtime or if it affects shift minimums established by the Employer. An employee who held back holidays who fails or is unable to utilize such days shall lose the days.

- B. For the purpose of determining the number of vacation days to which each regular full-time Bargaining Unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Police Officer or as adjusted for prior continuous part-time service credit. Each member shall be entitled to one vacation for each twelve (12) months worked.

The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.

- C. In case of emergency, the Chief of Police has the right to require any Bargaining Unit member to work all or part of a planned vacation leave. If a Bargaining Unit member is required to work under circumstances set forth above, the Bargaining Unit member

shall be paid an amount equal to the usual compensation for the day or days worked and the Bargaining Unit member shall have the vacation days worked scheduled for a later time in the calendar year.

## **ARTICLE 24** **HOLIDAYS**

### 24.01 TIME OFF FOR THE HOLIDAYS

- A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays or a total of eighty eight (88) hours in each calendar year after being on the force full-time for thirty (30) days, provided the employee is in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday as they fall. These holidays may be taken in accordance with the vacation time covered in Article 23.

The number of holidays an employee is entitled to annually, will be reduced for each event an employee is not in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday falls.

- B. Each full-time Bargaining Unit member shall receive three (3) personal days (24 hours) or a total of twenty four hours (24) in each calendar year, to be taken with the advance approval of the Chief of Police and when the work shift is at sufficient strength so the City will not be required to have another employee work for the employee requesting the day off.

The number of personnel days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

- C. New full-time employees shall be entitled to personal days as set out in this section in the next calendar year of employment. A new employee will be entitled to one (1) personal day (8 hours) for each full quarter remaining in the calendar year of hire.

The number of personal days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

## **ARTICLE 25** **FITNESS FOR DUTY**

25.01 An employee found 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.

25.02 Initial determination may be based on the employee's physician's medical statement,

or, at the Employer's expenses, an employee may be required to submit to a medical examination to determine fitness for duty pursuant to OAC 123:1-30-01.

25.03 A pre-separation hearing will be offered in the case of an involuntary disability separation, pursuant to OAC 123:1- 30-02. Voluntary disability separation shall be processed pursuant to OAC 123:1-30-03.

25.04 An employee who has been separated from service due to a disability separation shall have reinstatement rights as set out in OAC 123:1-30-04, excluding sub-section (1), whose right of appeal shall be subject to the grievance and arbitration article of this Agreement which shall be the sole and exclusive remedy.

## **ARTICLE 26**

### **LENGTH OF AGREEMENT**

26.01 This Agreement shall remain in effect until December 31, 2024 and shall automatically renew itself thereafter year to year unless written notice of its desire to terminate, modify, or negotiate a successor agreement is served by either party upon the other party at least ninety (90) days prior to this Agreement's expiration date.

## **ARTICLE 27**

### **TOTAL AGREEMENT**

27.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly 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 at the sole discretion of the Employer, upon advance written notification to the Union and upon request of either party to discuss the impacts on the bargaining unit.

## **ARTICLE 28**

### **CRITICAL INCIDENTS**

28.01 For the purpose of this Article, a critical incident shall be defined as any event that occurs in the line of duty that involve any line of duty death, officer-involved shooting, serious physical assault, motor vehicle accident relating to law enforcement pursuits, hostage situations, suicides, child fatality, or mass casualty incidents.

28.02 Any employee whose law enforcement action results in the death or serious harm to another shall be provided seventy-two (72) hours (three (3) sleep cycles) of paid administrative leave to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to normal duty.

28.03 In a critical incident situation directly involving an employee, he/she shall not be required to make a formal statement within the initial seventy-two (72) hours of administrative leave, except as necessary to protect the safety of the public and to preserve evidence, but such

inquiries shall be limited to essential basic facts of the incident. The employee shall be afforded an opportunity to arrange to have a Union representative or attorney present prior to participating in a formal investigation. The employee and his/her representative shall be afforded an opportunity to review video and audio recordings specifically related to the critical incident prior to participating in the investigation.

**EXECUTION**

FOR THE FOP POLICE OFFICERS:

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FOR THE CITY:

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UNION:

\_\_\_\_\_  
FOP/OLC Staff Representative

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

The City of Willowick and the Fraternal Order of Police (FOP) Willowick Lodge 116 Police Officers and Sergeants and Above enters into this Agreement regarding the institution of a 12 hour shifts proposal with the following terms and conditions.

1. Officers assigned twelve (12) hours shifts (6 AM to 6 PM and 6 PM to 6 AM) will be required to be "subject to call out" on their days off: one (1) officer per day, per shift, to be scheduled fairly amongst the respective platoon members on a rotation basis. On each member's scheduled "subject to call out" day, he/ she will remain available to cover road patrol in the event of unanticipated manpower shortages, i.e., officer illness. This "subject to call out" status will remain in effect until one (1) hour after the scheduled start of the shift. This "subject to call out" status will be done without any additional compensation unless the officer is ordered to report to work. In the event of overtime, the "subject to call out" officer will be contacted first and offered the overtime and afforded the right of first refusal before the overtime is offered to the rest of the department. Should no one voluntarily take the overtime, the "subject to call out" officer will be required to report for duty to fill the shortage.
2. Should the "subject to call out" officer fail to fulfill his/ her "subject to call out" responsibility, he / she will be subject to progressive discipline. The Chief of Police or his designee has indicated that he will review any violation on a case by case basis, allowing for legitimate circumstances.
3. Regarding contract section 16.01 Overtime Compensation: all bargaining unit members who are assigned twelve (12) hour shifts, and who work more than eighty (80) hours during a two (2) week period, shall be compensated for such time in excess of eighty (80) hours at a rate which is one (1) and a half ( $\frac{1}{2}$ ) times the regular hourly rate of compensation. Similarly, the same stipulation will be understood in section two (2) regarding the accumulation of compensatory time.
4. Regarding Section 19.01 Sick Leave: the language that states "one and one fourth ( $1\frac{1}{4}$ ) workdays will be applied as "ten (10) hours sick time" per month.
5. Regarding Section 21.01 Time Allowed for Death of Relative: the reference to "three (3) days" will now be understood to be converted to twenty-four (24) hours.
6. There is an understanding that officers who are assigned to the 2:00 PM to 2:00 AM shifts will be considered as mid-shift replacements and subject to reassignment to other platoons to fill shift vacancies, including being held over.

7. Finally, under the City's exclusive right to manage the operations of the police department, the Chief of Police or an Acting Chief, will have the right and authority to cancel the twelve (12) hour shift proposal and return to an eight (8) hour day, forty (40) hour week if an event or series of events occur that affect the work force and/or its ability to maintain efficiency of operations. If this becomes necessary, efforts will be made to give appropriate notice of the change to maintain any scheduling disruptions to the affected officers.

## ORDINANCE NO. 2022-24

### AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE FRATERNAL ORDER OF POLICE WILLOWICK LODGE NO. 116 (DISPATCHERS), AND DECLARING AN EMERGENCY.

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), have been completed and an agreement reached by representatives for the City and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers); and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's Dispatchers and to ensure the orderly and uninterrupted efficient operations of government while promoting individual efficiency and services to the residents of the City of Willowick;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), effective January 1, 2022, through to December 31, 2024," annexed hereto as Exhibit A and incorporated herein by reference, addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**SECTION 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Service Unit and that it will ensure the orderly and uninterrupted efficient operation of the City.

WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President



Submitted to the Mayor: \_\_\_\_\_, 2022 \_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

ATTEST: \_\_\_\_\_  
Angela Trend, Clerk of Council



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WILLOWICK

AND



FRATERNAL ORDER OF POLICE

WILLOWICK LODGE NO. 116

(DISPATCHERS)

EFFECTIVE:

January 1, 2022 - December 31, 2024

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## **AGREEMENT**

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the "City") and the Fraternal Order of Police (hereinafter referred to as the FOP).

### **ARTICLE 1**

#### **RECOGNITION**

1.01 The City hereby recognizes the FOP as the exclusive bargaining representative for a unit comprised of all full-time Police Clerk/Dispatchers.

1.02 The FOP shall be granted a reasonable amount of compensatory release time, not to exceed forty-eight (48) hours per year, per Bargaining Unit, to conduct FOP business. A written request for such release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative. Normally, not more than one (1) employee will be permitted off at the same time. Approval shall be subject to the City's ability to maintain adequate staffing.

### **ARTICLE 2**

#### **CITY'S RIGHT TO MANAGE**

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

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

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

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

### **ARTICLE 3**

#### **DUES DEDUCTION**

3.01 The City will deduct from the pay of each Bargaining Unit member who in writing so authorizes it to do so the required amount of fees for the payment of FOP dues.

3.02 The FOP recognizes its obligation to fairly and equitably represent all members of the Bargaining Unit, whether or not they are members of the FOP, for purposes of collective bargaining, contract enforcement and grievance resolution.

3.03 The FOP agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any suit, claim or administrative proceeding including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Willowick and its various offices and officials, whether elected or appointed.

### **ARTICLE 4**

#### **PROBATIONARY PERIOD**

4.01 All newly hired Bargaining Unit employees shall serve an initial probation period. This period shall be established as one (1) year. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, discipline, or discharge such employees. Such actions shall not be appealable through the grievance procedure contained herein.

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

### **ARTICLE 5**

#### **DISCIPLINARY ACTION**

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

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

- A. Cautionary Warning
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

5.03

- A. Cautionary warnings or oral reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.
- B. All employees who may be subject to any disciplinary action more severe than a cautionary warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a management representative who is not involved in any of the events upon which the intent to discipline is based.
- C. The notice of intent required by this Section shall advise the employee of the nature of the charge(s) against him/her, the levels of discipline which may be incurred if they are sustained, his/her right to a disciplinary hearing upon those charges, his/her right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated FOP representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as FOP has a representative on duty.
- D. Prior to the scheduled time for the hearing, the employee may waive his/her right to a hearing. An employee who waives his/her right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent and may not grieve the imposition of any of the disciplinary penalties set forth in the notice of intent and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and FOP, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.

- E. At the hearing provided for herein, the grievant shall be afforded an opportunity to respond to the charge(s) against him/her, and to advance any versions of events, explanations, or mitigating circumstances which he/she believes operate to his benefit.

5.04 Any employee receiving a written reprimand, suspension, demotion, or discharge may appeal such penalty through the grievance procedure at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of arbitration. Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

6.01 A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the City, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. The propriety of and the procedures followed by the City in all disciplinary suspensions, demotions, or discharges of employees of the bargaining unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

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

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

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

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action may only ask for resolution to the grievance that is not pecuniary to the City.

Any grievance not answered by the Employer within the stipulated time limits shall

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

Days for the purposes of the Article shall be Monday through Friday and exclude holidays.

Responses to grievants by the Employer shall be considered served when delivered to the employee and/or placed in the FOP lock box.

The grievant shall have the right to FOP representation. Legal counsel may be obtained by the employee if he/she so desires at no expense to the City.

6.04 The following procedure shall be as follows:

**STEP 1** - FOP shall refer the written grievance to the Chief or his designee within five (5) days of the occurrence which gave rise to the grievance. The Chief or his designee shall have five (5) days in which to schedule a meeting with the FOP representative. The Chief or his designee shall investigate and respond in writing to the FOP representative within ten (10) days following the meeting date.

**STEP 2** - If the grievance is not resolved at Step 1, FOP may refer the grievance to the Safety Director within five (5) days after receiving the Step 1 reply. If the Chief fails to timely respond, FOP may refer the grievance to the Safety Director within five (5) days of the date that the response of the Chief was due. The Safety Director or his designee shall have five (5) days in which to schedule a meeting with the FOP representative. The Safety Director or his designee shall investigate and respond in writing to the FOP representative within ten (10) days following the meeting.

**STEP 3 - Arbitration** - If the grievance is not satisfactorily or timely settled at Step 2, FOP may make a written notice that the grievance will be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date of the grievance was answered in Step 2 of the grievance procedure, or within ten (10) days the answer was due from the Safety Director. In the event the grievance is not answered by the City or referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and FOP shall agree to request a list of seven (7) impartial arbitrators from FMCS within ten (10) days of submission of the request for arbitration. The parties shall meet to select an arbitrator within five (5) days of the receipt of the list.

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



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

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

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

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

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

## **ARTICLE 7**

### **NO STRIKE**

7.01 Neither the FOP nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

7.02 The FOP shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

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

### **7.03 NO LOCK-OUT**

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



## **ARTICLE 8**

### **NON-DISCRIMINATION**

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

## **ARTICLE 9**

### **LABOR-MANAGEMENT COMMITTEE**

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

9.02 For the parties, a Labor-Management Committee shall be established. The Committee shall consist of two (2) members designated by the Mayor and Council and two (2) Willowick Police Clerk/Dispatchers designated by the FOP. Committee meetings shall be scheduled at least quarterly by the City at reasonable, mutually convenient times, and shall be closed to the public. Agenda items may be presented by either side and shall be presented to the Mayor's office at least one (1) week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command, and the FOP is expected to attempt to work out matters with the appropriate person before raising them at Labor-Management Committee meetings.

## **ARTICLE 10**

### **SAVINGS CLAUSE**

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

## **ARTICLE 11**

### **BULLETIN BOARD**

11.01 The City shall provide space on station premises for the FOP to install a bulletin board to post notices of a general and business nature for the FOP membership and other department employees who may have an interest. The cost of purchasing and installing and maintaining this bulletin board shall be the FOP's sole responsibility.

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

## **ARTICLE 12**

### **SENIORITY**

12.01 Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick from the last date of hire as a full time employee. An employee shall have no seniority for the probationary period provided in Article 4, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

12.02 Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more consecutive workdays unless proper excuse for the absence is shown, or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work within five (5) workdays from the date of receipt or attempted delivery of notice of recall from layoff, sent by certified mail, return receipt, (to the employee's last known address as shown on the Employer's records);
- F. Retires;
- G. Fails to report for work within three (3) consecutive workdays of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

12.03 Whenever more than one person is hired on the same day, the seniority of each individual, as it related to such others hired the same day, shall be determined by the last four (4) digits of the employees' SS#, with the higher of the two (2) numbers being the most senior.

## ARTICLE 13

### WAGES

13.01 Effective the first full pay period after January 1, 2022, employees employed upon execution shall receive two and one-half percent (2 ½%) increase and be compensated based on the following schedules reflecting adjustments of a two and one-half percent (2 ½%) increase effective the first full pay period in 2023 and then a two and three-fourths percent (2 ¾%) increase in the first full pay period in January of 2024.

### CLERK/DISPATCHER

<b>The first full pay period in 2022</b>	<b>The first full pay period in 2023</b>	<b>The first full pay period in 2024</b>
Start - 20.49	Start - 21.10	Start - 21.78
1 - 21.95	1 - 22.61	1 - 23.33
2 - 22.69	2 - 23.37	2 - 24.13
3 - 23.39	3 - 24.09	3 - 24.87
4 - 24.10	4 - 24.83	4 - 25.63
5 - 24.83	5 - 25.57	5 - 26.40

13.02 An employee assigned to the Head Dispatcher position shall receive an additional one dollar and fifty cents (\$1.50) per hour over and above the Clerk-Dispatcher rate to which the employee would otherwise be entitled.

13.03 Normally all new employees shall receive the rate established at the starting rate. Upon satisfactory performance as determined by the Employer or satisfactory completion of the probationary period, the employee shall be raised to Step One (1).

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee in a step higher than the start level.

Employees shall progress to the next step of the wage scale, if one exists, after completion of an additional year of service, defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick.

13.04 Effective January 1, 2013, employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Clerk/Dispatcher. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

#### YEARS OF SERVICE

After completing five (5) years .24 cents

After completing ten (10) years	.48 cents
After completing fifteen (15) years	.72 cents
After completing twenty (20) years	.96 cents

Such rates are in total and are not accumulative.

13.05 As used in this Agreement, “active pay status” is defined as receiving wages from the City of Willowick for work performed, compensatory time, paid administrative leave or paid vacation, personal, holidays, sick, funeral, and injury leave.

An employee is not in the active pay status when on an unpaid leave, disciplinary suspension of ten (10) or more workdays or collecting unemployment payments or loss of time benefits from the Bureau of Workers Compensation or receiving disability retirement benefits.

13.06 Effective January 1, 2007, a dispatcher who has completed and passed EMD (Emergency Medical Dispatch) training will receive an additional Five Hundred Dollars (\$500) per year (.24 cents will be added to the hourly wage). Re-certification will be required every two (2) years. Failure to maintain the EMD certification will result in the foregoing amount being reduced from their hourly wage.

## ARTICLE 14

### HEALTH INSURANCE

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

14.02 The prescription plan limits include a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at two (2) month co-pay for a ninety (90) day supply.

14.03 The Employer will pay 87% of the accumulated total of the health, prescription, eye and dental care premiums based on the employee’s plan level eligibility. The Employee shall pay 13% of the premium.

A four-tier plan level of eligibility will be established. Plan design include the following:

\$75.00 Emergency Room Co-pay  
 \$50.00 Urgent Care Co-pay  
 \$20.00 Dr. Visit Co-pay

	In-Network	Out-of-Network
Coinsurance	90%/10%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800/\$1,600	\$1,600/\$3,200

14.04 A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

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

14.05 In the event that the City elects to fully or partially fund the health insurance plan, such funding must be actuarially sound and in accordance with generally accepted insurance practices and procedures. The Union shall have the right to review such practices and procedures with the help of qualified professional people.

## **ARTICLE 15**

### **PERSONNEL FILES AND POLICY**

15.01 A Bargaining Unit member may review his/her personnel file upon written request with reasonable notice. Upon review of his/her file, the Bargaining Unit member may provide a written and signed comment in rebuttal, mitigation or explanation of any negative derogatory material(s). The comment shall remain in the file as long as the negative material remains.

When a Bargaining Unit member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the Bargaining Unit member's name and extent of the disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the Bargaining Unit member. Release of photographs or personal information about any Bargaining Unit member in relation to departmental matters shall be provided to the public pursuant to applicable law with notice provided to the subject Bargaining Unit member.

## **ARTICLE 16**

### **COURT TIME**

#### **16.01 ATTENDANCE AT COURT SESSIONS**

Each Bargaining Unit member shall be compensated for time spent in attendance at sessions of court relating to police business for which such attendance is required. Such compensation shall be payable only for attendance by Bargaining Unit members at court sessions as aforesaid when such sessions are scheduled on their off duty time. Bargaining Unit members receiving compensation under this Article shall receive credit for a minimum

of four (4) hours, to be taken in the form of pay or compensatory time off.

## **ARTICLE 17**

### **HOURS OF WORK**

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

Employees shall normally be scheduled to work forty (40) hours consisting of five (5) eight (8) hour days.

The establishment of a defined work week does not guarantee a forty (40) hour work week.

17.02 The parties agree that the present practices of scheduling vacations, holidays or other paid time off shall be maintained during the life of this agreement.

17.03 Employees off on approved vacation, holidays, or personal days may be offered overtime, but will not be required or forced to work unless no other qualified personnel is able to be scheduled.

17.04 - CALL-OUT The Employer may fill a vacancy of a Dispatcher with an on duty Police Officer when previously scheduled or a part-time Dispatcher for scheduled absences.

In the event an unanticipated absence occurs that the Employer determines to fill, which has not been filled by an on-duty Officer, the following procedures shall be followed:

Overtime shall be offered to the Dispatchers on a basis of seniority.

In the event all Dispatchers decline, the assignment shall be offered to the part-time Dispatchers and then Patrol Division.

In the event all part-time Dispatchers or Patrol Division decline, the least senior Dispatcher shall be required to fill the vacancy. In the event no Dispatchers are on duty, the least senior Dispatcher shall be called out to fill the vacancy.

In the event Dispatchers cannot be reached or cannot immediately respond to work, the least senior Dispatcher on the prior shift shall be held over for four (4) hours or until their replacement arrives for duty.

17.05 Normally no Dispatcher will be required or forced to work two (2) consecutive days of sixteen (16) hour shifts unless no other qualified personnel is able to be scheduled.

17.06 An additional Dispatcher shall be scheduled during the peak hours as determined by the Chief of Police for the fourth of July, City of Willowick Community Days and St. Mary Magdalene Festival when such yearly events are scheduled.



## ARTICLE 18

### OVERTIME

#### 18.01 OVERTIME COMPENSATION

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

All Bargaining Unit members who work between 12:01 a.m. and 12:00 midnight on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated for such time at a rate which is one and one-half (1 1/2) times the regular rate of compensation or in lieu of overtime compensation, he or she may be granted compensatory time. An employee held over or called in on one (1) of the seven (7) days set out herein, shall be compensated at a rate of two (2) times the regular rate of compensation for the held over or call in hours, providing the employee completes their regular scheduled work week. Once nobody volunteers to work the overtime, the dispatchers working shall determine who is forced to work based upon seniority.

B. Whenever any Bargaining Unit member, employed on a full-time basis, works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred (100) hours accumulative. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked. Such compensatory time off may be carried over from year to year. For purposes of computing overtime pay and/or compensatory time; holiday, vacation, compensatory and personal day hours shall count as hours worked during the normal work week. Sick leave hours shall not count for purposes of computing overtime and/or compensatory time except when the overtime is for court time, mandatory training or mandatory meetings. In the case of forced overtime only, an employee may substitute comp-time for sick leave within the defined week it occurs.

C. Employees required to report to work on a call-in will be compensated for at least three (3) hours. Such guarantee shall be for those events that are not contiguous to the employee's shift.

D. A Bargaining Unit employee shall be permitted to sell back up to one hundred (100) hours of compensatory time each calendar year.

E. If a Communications Training Officer (CTO) provides training to a new Dispatcher during a designated shift, the CTO will receive one (1) hour of compensatory time (straight time). Documentation including but not limited to Daily Observation Reports (DOR) may be required by the Chief of Police to verify the number of hours of training was done.

## **ARTICLE 19**

### **UNIFORMS**

19.01 For 2013, a spending account of Four Hundred Dollars (\$400) shall be established for each regular full-time Bargaining Unit member for the purchase of designated uniform articles.

The amount of allowance set out in Section 1 of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

Designated uniform articles shall include the following items: shirt, tie, vest/clasp, skirt, pant, sweater, blazer, approved work shoe and patches. The Employer reserves the right to designate the style, type, color, material, etc. of the uniform.

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

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

19.04 Each Police Clerk/Dispatcher shall receive three hundred twenty-five dollars (\$325) in 2013 for cleaning and maintenance expenses, to be paid the first pay in December.

The amount of allowance set out in section 3 of this article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

19.05 Effective 2014 uniform allowance shall be regulated pursuant to Sections 19.05 through 19.07. Effective 2014, each regular full-time Bargaining Unit member shall receive a uniform clothing maintenance allowance with the first pay of December. The uniform allowance shall be established as \$725.00.

19.06 NEW EMPLOYEES - New employees hired from this date forward shall receive one-half of the allowance upon employment toward the purchase of uniforms. In the first pay of December in their 1<sup>st</sup> year of employment shall receive the balance. If such employment is terminated for any reason prior to completion of one year, the December payment shall be repaid to the City through a payroll deduction or other method of recovery.

19.07 FUTURE YEARLY PAYMENTS - Employees, who after one year of service terminate employment for any reason, shall not be eligible for any pro-rata payment of uniform allowance. Non-probationary employees employed on December 1st of each year shall receive the yearly uniform allowance.

The amount of allowance set out in Section 19.05 of this Article shall be reduced proportionately based on the number of hours an employee was not in the active pay status during the previous twelve month period.

## **ARTICLE 20**

### **MILEAGE**

#### **20.01 MILEAGE**

Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the prevailing U.S. standard mileage rate per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor.

## **ARTICLE 21**

### **SICK TIME**

#### **21.01**

- A. Each full-time Bargaining Unit member shall be entitled for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) weekdays with pay for the reasons specified in Subsection D hereof. For the purpose of this Section, a total of one hundred sixty (160) hours of work within any one (1) calendar month shall be considered as one (1) month of full-time employment. However, in computing such total of one hundred sixty (160) hours in any calendar month, no deduction shall be made for the absence of a Bargaining Unit member due to illness of or injury to the Bargaining Unit member, which illness or injury shall be established by the evidence required by Subsection D hereof, or due to paid vacations or legal holidays.
- B. Compensation to be allowed for such days of sick leave actually taken by a Bargaining Unit member shall be on the same basis to which the Bargaining Unit member would have been entitled as compensation for his usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated for a total of one hundred twenty (120) workdays, provided that additional sick leave may, in individual cases, upon recommendation by the Mayor and approval by Council, be granted for not more than an additional ninety (90) working days.
- D. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection A above, for absence due to illness, injury, pregnancy related condition, exposure to contagious disease which could be communicated to other Bargaining Unit members and to illness or death in the Bargaining Unit member's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother or sister. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral

turpitude, intoxication or use of narcotics.

- E. Except as provided in Subsection F hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the City has been terminated may, with approval of the Mayor, be placed to his credit in the event of his re-employment by the City within a period of three (3) years from the date of his last employment by the City.
- F. After ten (10) years full-time employment, upon the retirement under PERS terms and conditions, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave as such member of the Division of Police current rate of compensation as follows:
  - 1. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
  - 2. In case of death, to the Bargaining Unit member's surviving spouse, if any, who was living with such Bargaining Unit member or dependent upon him for support at the time of his death, or if there is no surviving spouse, to the dependent children, including adopted children, of such Bargaining Unit member or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon such Bargaining Unit member for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member shall be required to see to the proper expenditure of any such payments.
  - 3. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of such Bargaining Unit member, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this Subsection shall be final and neither the Mayor nor the City nor any other Bargaining Unit member thereof shall be required to see to the proper expenditure of any such payment.
- G. An employee of any public agency who transfers his employment from such public agency to the City shall be credited with the unused balance of his accumulated sick

leave with such public agency, provided that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public agency.

- H. All Bargaining Unit members shall be entitled to any accumulation of sick leave presently credited to them in accordance with the provisions of any prior ordinance of the City from which accumulation there shall be deducted any sick leave actually taken by such Bargaining Unit member.
- I. A Bargaining Unit member whose compensation has been funded by any state or federal funded program who transfers his employment to the City shall be credited with the unused balance of his accumulated sick leave with such state or federal agency, provided that such balance is evidenced by an appropriate certificate or letter from an appropriate official of such agency.
- J. For employees hired after January 1, 2001, sick leave transfer credited from another public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for the purposes of cash out. The Employer shall maintain a separate record of transferred sick leave. Transferred sick leave may only be used after exhausting sick leave accrued during employment with the City of Willowick.

21.02 The Employer may require certification of medical attention when an employee is off work sick for three (3) consecutive workdays or when the employee has three (3) absences within a twelve (12) month period on the days immediately preceding or following that employee's scheduled day(s) off.

#### 21.03 FAMILY/MEDICAL LEAVE

- A. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. Such leave shall be for a continuous period unless the Employer mutually agrees to grant intermittently.
- B. Employees shall be granted such leave for the following reasons:
  - 1. Because of the birth of a son or daughter;
  - 2. Because of the placement of a son or daughter with the employee for adoption or foster care;
  - 3. To care for a spouse, son, daughter, or biological parent who has a serious health condition that involves in-patient care in a medical facility or continuing treatment by a health care provider.

4. Because of a serious health condition that makes the employee unable to perform the functions of their job.
- C. Eligible employees shall be defined as an employee employed for at least twelve (12) months who has worked a minimum of 1250 hours during the previous twelve (12) month period.

## **ARTICLE 22**

### **INJURY LEAVE**

22.01 An employee who is injured while on duty, on the City's payroll and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is entitled to Workers' Compensation, shall be eligible for a total of ninety (90) calendar days of paid leave in any twelve (12) month period commencing with the first day of such leave, unless eligible for a pension.

The employee shall be entitled to injury leave for any injury which occurs in the course and scope of their duties with the exception of those injuries considered to be repetitive injuries, i.e., carpal tunnel syndrome.

22.02 Should payments be made by the Employer to an employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the employee's accumulated leave credits (e.g., sick leave, vacation, etc.) or payroll deduction.

22.03 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Said extension of paid injury leave shall not be unreasonably denied.

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

22.05 When receiving injury leave pay, the employee shall sign off and refund the City any loss of time compensation received under Ohio Workers' Compensation for such time an employee is paid injury leave.

22.06 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer.

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

## ARTICLE 23

### BEREAVEMENT LEAVE

23.01 Each Bargaining Unit member shall be allowed, with full compensation and without deduction from accumulated sick leave, three (3) days in the event of the death and attendance at the funeral of any of the following relatives of such employee or his or her spouse; spouse, child, parent, brother, sister, or grandparent.

23.02 Pre-scheduled vacation days, holidays and personal days which are scheduled within the normally allowed leave from the date of death and funeral shall be deemed bereavement leave days, and the vacation, holiday(s) and/or personal day(s) shall be allowed to be rescheduled.

## ARTICLE 24

### VACATION

#### 24.01 ANNUAL VACATION

- A. Each regular full-time Bargaining Unit member shall receive a vacation based upon the following schedule of years of service in the active pay status:

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

- B. Vacation and holidays may be split into four (4) separate periods. Vacations shall not initially be scheduled in a manner that creates overtime.
- C. For the purpose of determining the number of vacation days to which each regular full-time Bargaining Unit member is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire as a full-time Clerk/Dispatcher. Each member shall be entitled to one vacation for each twelve months worked. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.
- D. Schedules for vacations shall be arranged by the department head with the approval of the Chief of Police. The vacation pay shall be the salary for the Bargaining Unit member's regular work week based upon an eight (8) hour day and forty (40) hour week to be computed at the regular hourly rate of such Bargaining Unit member.

## ARTICLE 25

### HOLIDAYS

#### 25.01 TIME OFF FOR HOLIDAYS

- A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays in each calendar year after thirty (30) days of full-time service provided the employee is in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday, as they fall. Such holidays shall be scheduled throughout the year. Employees will be permitted to hold back scheduling of five (5) holidays, forty (40) hours, that may be scheduled in not less than one (1) hour increments before October 1st of each year. If such days held back are not taken by October 1st of each year, the remainder shall be scheduled in eight (8) hour increments, if available, and then in less than eight (8) depending on the balance. Such days will not be granted off if it causes overtime or if it affects shift minimums established by the Employer. An employee who held back holidays who fails or is unable to utilize such days shall lose the days. Employees with more than six (6) months of service who terminate employment for any reason shall have been entitled to the number of holidays that have occurred while the employee was in the active pay status in the calendar year of termination. Employees who have not utilized a day for each holiday that has occurred at the point of termination shall be entitled to be paid for such holidays. Employees who have utilized more than one (1) day for each holiday that has occurred at the point of termination shall have an amount deducted from their pay equal to the number of days utilized in excess of entitlement.

The number of holidays an employee is entitled to annually will be reduced for each event an employee is not in the active pay status on the scheduled workday prior and the scheduled workday after each designated City holiday falls.

- B. Each full-time Bargaining Unit member shall receive three (3) personal days in each calendar year, to be taken with the advance approval of the Chief of Police and when the work shift is at sufficient strength so the City will not be required to have another Bargaining Unit member work for the Bargaining Unit member requesting the day off.

The number of personal days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

- C. New full-time employees shall be entitled to personal days as set out in this section in the next calendar year of employment. A new employee in the first calendar year of employment will be entitled to one (1) personal day for each full quarter remaining in the calendar year of hire.



The number of personal days an employee is entitled to annually will be reduced proportionately based on the number of hours the employee was not in the active pay status in the previous calendar year.

## **ARTICLE 26**

### **LAYOFF AND RECALL**

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

26.02 The following order shall be used based on qualifications and seniority with the City of Willowick, including credit for CETA or EEA time.

- A. The least senior seasonal or temporary employees in the respective classification.
- B. The least senior probationary employees in the respective classification.
- C. In the event of further reductions in force, the least senior employees will be laid off from the affected classification.

26.03 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees shall be recalled, in the inverse order of their layoff in the classification held at the time of lay-off.

26.04 Employees shall be given notice of layoff ten workdays prior to such layoff occurring. Notices shall either be hand delivered or sent by regular U.S. mail to the employee's last recorded address. A copy shall be furnished to the Local Union representative.

26.05 Employees who are eligible for recall shall be given a notice of return to work five (5) days prior to such required return date. Such notice shall be sent by Certified Mail or hand delivered to the employee's last recorded address. A copy shall be furnished to the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation. The employee is responsible to provide address changes to the Employer.

26.06 The parties recognize the City's right and authority to determine the size and scope of the use of City employees in providing dispatch services to the City. In the event the City determines to abolish the City Dispatch Department, a sixty (60) day notice shall be given to the Union and employees. Employees shall be compensated for accrued wages and unused vacation or compensatory time, as well as pro-rata holidays, at time of layoff. The foregoing layoff procedure shall be followed, should such event occur. Based on such procedure, employees shall be allowed to be placed in Clerk positions within the City. The placement shall be limited to the number of positions available as determined by the City, based on seniority. Responsibilities and duties of the Clerks' positions shall be determined by the City.



## **ARTICLE 27**

### **DRUG TESTING**

27.01 The term "drug" includes cannabis, as well as other controlled substances as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

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

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

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

27.04 An employee testing positive shall be given a second test. If such confirmatory test is also positive, such employee shall be subject to discipline up to and including discharge. A rehabilitation program may also be included if the circumstances so warrant.

27.05 The City shall pay for the first two (2) steps. Additional tests desired by the employee shall be at his or her expense and will be performed with a reserve sample from the original test by a certified SAMHSA laboratory.

27.06 Any discipline imposed pursuant to this Article may be grieved pursuant to Article 4 of the labor- management agreement.

## **ARTICLE 28**

### **LENGTH OF AGREEMENT**

28.01 This Agreement shall remain in effect until December 31, 2024 and shall automatically renew itself thereafter year to year unless written notice of its desire to terminate, modify, or negotiate a successor agreement is served by either party upon the other party at least ninety (90) days prior to this Agreement's expiration date.

28.02 Article 18 - Overtime, Section 18.01B remains unresolved as of implementation of this Agreement. Such Article shall be modified as jointly agreed or as a result of resolutions through provisions set out in Ohio Revised Code 4117.

## **ARTICLE 29**

### **TOTAL AGREEMENT**

29.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly 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 at the sole discretion of the Employer, upon advance written notification to the Union and upon request of either party to discuss the impacts on the bargaining unit.

## **ARTICLE 30**

### **CRITICAL INCIDENTS**

30.01 For the purpose of this Article, a critical incident shall be defined as any event that occurs in the line of duty that involve any line of duty death, officer-involved shooting, serious physical assault, motor vehicle accident relating to law enforcement pursuits, hostage situations, suicides, child fatality, or mass casualty incidents.

30.02 Any employee whose law enforcement action results in the death or serious harm to another shall be provided seventy-two (72) hours (three (3) sleep cycles) of paid administrative leave to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to normal duty.

30.03 In a critical incident situation directly involving an employee, he/she shall not be required to make a formal statement within the initial seventy-two (72) hours of administrative leave, except as necessary to protect the safety of the public and to preserve evidence, but such inquiries shall be limited to essential basic facts of the incident. The employee shall be afforded an opportunity to arrange to have a Union representative or attorney present prior to participating in a formal investigation. The employee and his/her representative shall be afforded an opportunity to review video and audio recordings specifically related to the critical incident prior to participating in the investigation.

**EXECUTION**

**FOR THE FOP DISPATCHERS**

**FOR THE CITY OF WILLOWICK**

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UNION:

APPROVED AS TO FORM:

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FOP/OLC STAFF REPRESENTATIVE

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DIRECTOR OF LAW

**APPENDIX A**  
**MEMORANDUM OF UNDERSTANDING**

The parties to this Memorandum of Understanding currently operate on a work week schedule that encompasses eight (8) hours shifts. Effective in January 2018 and in order to accommodate the interests of the parties to offer a schedule with twelve (12) hour shifts the following terms are agreed:

- Employees assigned to a twelve (12) hour workday shift schedule, shall have a work week that starts and ends at 10:00 a.m. Saturday. Employees assigned to a twelve (12) hours night shift schedule will have a work week that starts and ends at 10:00 p.m. Saturday.

This schedule shall not diminish the City's right to manage pursuant to Article 2 of the current labor agreement to determine the starting times and shift durations as it see operationally necessary.

- Overtime opportunities as set forth in Section 17.04 of the current labor agreement shall be suspended for the duration of employing the twelve (12) hour shift scheduling and be replaced by an on-call procedure.
- Bereavement leave, vacation entitlement, holidays and personal leaves currently provided in day increments, will be computed in hours for the duration of the twelve  
(12) hour shift schedule.
  - Bereavement leave entitlement twenty-four (24) hours.

- Vacation entitlements:

<b><u>Years of Services</u></b>	<b><u>Vacation Hours</u></b>
1 or more but less than 5	80 Hours
5 or more but less than 10	120 Hours
10 or more but less than 15	160 Hours
15 or more but less than 20	200 Hours
20 or more	240 Hours

- Holiday entitlement of eighty-eight (88) hours per year.
- Personal leave entitlement of twenty-four (24) hours per year.

**ORDINANCE NO. 2022-25****AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE WILLOWICK FIREFIGHTERS ASSOCIATION, AND DECLARING AN EMERGENCY.**

**WHEREAS**, negotiations for a collective bargaining agreement between the City of Willowick, Ohio and the City of Willowick Firefighters Association have been completed and an agreement reached by representatives for the City and the Firefighters Association; and

**WHEREAS**, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to enter into this Agreement reached through collective bargaining to continue harmonious and cooperative relations with the City's Firefighters Association and to ensure the orderly and uninterrupted efficient operations of fire protection for the residents of the City of Willowick;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** That the Mayor is hereby authorized and directed to enter into an agreement with the City of Willowick Firefighters Association, substantially pursuant to the terms and conditions set forth in the "Agreement between City of Willowick and the Willowick Firefighters Association, effective January 1, 2022, through to December 31, 2024," maintained on file in the office of the Clerk of Council and which is incorporated herein by reference and addressing all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

**SECTION 2.** All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick, insofar as it provides for the usual daily operation of the City and its Fire Department and that it will ensure the orderly and uninterrupted efficient operation of the City.

**WHEREFORE**, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.



Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Angela Trend, Clerk of Council

AGREEMENT

BETWEEN THE

CITY OF WILLOWICK

AND

THE WILLOWICK FIRE FIGHTERS ASSOCIATION

Effective January 1, 2022  
to  
December 31, 2024

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## AGREEMENT

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the Employer), and the Willowick Fire Fighters Association (hereinafter referred to as the Association).

Wherever in this Agreement the masculine gender is used, it shall also include the feminine gender.

### ARTICLE 1 RECOGNITION AND UNIT DESCRIPTION

#### Section 1.

The Employer hereby recognizes the Association as the exclusive bargaining representative for all employees in the Bargaining Unit hereinafter described. The Bargaining Unit shall consist of all part-time employees in the following classifications:

1. Fire Captain
2. Fire Lieutenant
3. Fire Fighter 1st Class
4. Probationary Firefighter

Excluded are all other employees of the City of Willowick.

### ARTICLE 2 MANAGEMENT RIGHTS

#### Section 1.

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

- Determine its location, mission, and policies;
- set forth all standards of service offered to the public;
- maintain order;
- hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees;
- relieve, discharge, suspend, demote, or otherwise discipline employees for just cause;
- terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work for more than one (1) year

normally required of Fire Fighters/EMT;

- make, publish, and enforce reasonable rules and regulations;
- determine classifications within, and the size, duties, and qualifications of the work force;
- determine work shifts;
- schedule and assign work, including overtime;
- reorganize, discontinue, reduce, or enlarge any department, proportion thereof;
- determine the methods and means of the work;
- determine the numbers of personnel required;
- establish the standards of work;
- introduce new or improved methods, equipment, or facilities; contract out for goods and services;
- to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

## Section 2.

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

## Section 3.

If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer shall advise the Association of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Association.

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

## Section 4.

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

### ARTICLE 3 NON-DISCRIMINATION

#### Section 1.

The Employer and the Association agrees not to discriminate against any employee for their activity in behalf of, or for membership or non-membership in the Association.

The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, religion, color, national origin, or sex.

### ARTICLE 4 HOURS OF WORK

#### Section 1.

Work periods and schedules shall be determined by the Employer subject to change as reasonably necessary to meet the operational needs of the Department. Reasonable notice of schedule changes shall be provided to employees affected prior to the next scheduling cycle, except in an emergency situation. Subject to the grievance procedure contained herein.

Normally, the designated work periods will be:

AM - 06:00 hours to 12:00 noon

PM - 12:00 noon to 18:00 hours

NW - 18:00 hours to 06:00 hours

The designation of normal work periods does not preclude the Employer from establishing other shifts such as a mid shift or establishing new work periods to meet the operational needs of the Department.

#### Section 2.

Beginning the next scheduling cycle after execution of this Agreement, each active duty personnel shall work no less than forty-eight (48) hours station duty per month. By such requirement, the Employer does not guarantee employees forty-eight hours of work or on a desired shift. Such provision may be waived by the Chief for good cause and cases such as sick leave or vacation. An employee unable to work the required hours shall provide the Chief a written statement showing where he has a legitimate excuse to work less than the required hours per

month, not to exceed six (6) months. An authorization by the Chief shall be permitted for a first incidence in a calendar year, not to exceed a one (1) month period. In each case, the employee and the Association shall be informed of such personnel so waived in writing by the Chief.

In extenuating circumstances, at the discretion of the Fire Chief, the station duty requirement may include hours worked and paid for other than station duty hours. Such authorization by the Fire Chief will be subject to approval of a request submitted in writing by the employee, explaining the nature of the extenuating circumstances.

Employees shall normally not work more than one hundred and six (106) hours in a bi-weekly pay period unless emergencies warrant. If such instances should occur, pay will be at one and one-half (1-1/2) times the employee's applicable established hourly rate of pay for any hours worked over one hundred and six (106) in a fourteen (14) day pay period.

## ARTICLE 5 CHECK-OFF

### Section 1.

The Employer will notify the Association, at the time of hire, or of termination of employment, of the name and effective date of employment or termination of any employees so affected.

### Section 2.

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

### Section 3.

- A. Subject to the Association's compliance with Sections (A) and (B) hereof, and 7(D), the Employer will deduct Association membership dues on a bi-weekly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have voluntarily signed dues deduction forms authorizing said deductions, and shall forward the proceeds of such deductions to the Association within thirty-one (31) days of such deductions.
- B. The Employer will deduct, as a condition of employment, (subject to the Association's compliance with the provisions of Sections Seven (7)(B) and (D) of this Article and the establishment of a rebate procedure afforded equally to all employees covered by this agreement in compliance with any applicable state and/or federal law, which procedure shall have been filed with SERB) a "fair share fee" equal to the amount established as dues for members of the Association, on a bi-weekly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have not joined the Association, and shall forward the proceeds of such deductions to the Association within thirty-one (31) days of such deductions.
- C. After sixty (60) days of employment as a new employee, the Employer will begin the appropriate dues deductions for Association members during the pay period following the pay period in which an employee's dues authorization card as specified

in Section Seven (7)(A) of this Article is received by the Employer, or will begin "fair share fee" deductions for non-members upon compliance by the Association with the provisions of Section Seven (7)(D) of this Article, or next following the Association's compliance with Section Seven (7)(D) of this Article, whichever occurs later. Regardless of the reasons for termination of an employee, no deductions will be made for terminated employees for the pay period in which the termination is effective.

#### Section 4.

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

#### Section 5.

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

#### Section 6.

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

#### Section 7.

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

- A. The Association will provide the Employer with written individual dues deduction authorization cards for each member, which cards will be signed by both the employee and an appropriate officer of the Association and will clearly authorize a voluntary dues deduction from the wages of the employees on a bi-weekly basis corresponding to the Employer's regular pay dates. The Association will provide the Employer, in writing, with the amount of the authorized bi-weekly deduction for each employee. Such authorized amount shall be uniform in dollar amount or shall require no calculation by the Employer.
- B. The Association shall furnish the Employer with the name, title, and address of the



authorized person to whom payments and records are to be sent.

- C. The dollar amount of bi-weekly deductions shall not be changed more than twice during any twelve month period. If the amount of any deduction, once certified by the Association, is changed, the amount deducted from the earnings of employees who are subject to such deductions shall not be increased or decreased until the next pay period after the pay period during which written notice of such change is received by the Employer from a duly authorized officer of the Association.
- D. The Association will have provided the Employer with a current typed listing of the names of employees who are subject to the bi-weekly wage deductions contemplated herein, showing the amount of bi-weekly deductions for each employee and the total bi-weekly deductions for the entire Bargaining Unit. This listing shall be signed and dated by an authorized officer of the Association. Thereafter, written notice of any changes in said list, signed and dated by a duly authorized officer of the Association, shall be delivered to the Employer within thirty (30) work days of each change. The Employer shall have no duty to effectuate any changes in said listing until the pay period following that pay period in which it receives such written notice.
- E. The Association and its members shall indemnify and hold harmless the City of Willowick and its various officers, employees, and officials, whether elected or appointed, against any and all suits, claims, actions, or administrative proceedings arising out of or connected with the imposition, determination, or collection of "fair share fees" or membership dues, and shall indemnify and hold harmless the Employer and its various officers, employees, and officials, from and against any and all liability imposed upon it or them or any of them as a result of any suit, claim, action, or administrative proceeding arising out of or connected to such matters, and shall reimburse the same for any and all expenses incurred in defending any such suit, claim, action, or administrative proceeding, including, but not limited to, expenses, attorney's fees and court costs. The Association and its members may, if agreement can be obtained with the same at the time when any such controversy arises, partially discharge this obligation to indemnify against, or reimburse for, expenses, by providing the same with legal counsel and a legal defense acceptable to the same.

## ARTICLE 6

### ASSOCIATION REPRESENTATION

#### Section 1.

The Employer agrees that no more than two (2) non-employee accredited representatives of the Willowick Fire Fighters Association, shall be admitted to the Employer's facilities and sites during working hours upon prior notification to the Employer. If more than two (2) representatives are requested to attend, prior approval of the Employer shall be obtained.

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

visits.

## ARTICLE 7 BULLETIN BOARD

### Section 1.

The Employer shall permit reasonable space on the day room bulletin board to post notices of a general and business nature for the Association membership and other department employees who may have an interest.

### Section 2.

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

## ARTICLE 8 ASSOCIATION BUSINESS

### Section 1.

Employees elected or appointed to represent the Association or the Bargaining Unit shall be granted time off to do their Association functions that meet the operational needs of the Department. Such time off to attend meetings or represent the Bargaining Unit shall be in an unpaid status.

### Section 2.

Membership meetings of the Association may be held at the Fire station with advance notice being given to the Chief. Neither committee nor membership meetings shall disrupt the operations of the Fire Department or any other business of the Employer. Such meetings shall not preclude nor prevent employees from performing required assigned duties. The assigned duty crew will be the first responders, unless otherwise ordered by the Shift Commander.

### Section 3.

A Labor-Management Committee consisting of two (2) representatives of the Employer and two (2) Association representatives shall be established. The Committee, upon request of either party, may meet once each quarter or as mutually agreed, for the purpose of discussing and/or resolving any mutual work related problems. Such meetings shall be closed to the public including the press, unless otherwise mutually agreed by both parties. Either party requesting a meeting shall prepare and submit an agenda to the other party one (1) week prior to the requested meeting.

The Committee shall not have the authority to alter provisions of this Agreement, but may make recommendations to the Association and the Employer.

## ARTICLE 9 UNIFORMS

### Section 1.

Each new Fire Fighter/EMT will be provided one (1) issue of fire fighting safety clothing that will consist of at least a helmet, fire boots, fire coat, bunker pants, fire gloves, and fire-resistant hood.

Each new Fire Fighter/EMT will also be provided one (1) set of Class B and Class C station uniform clothing as defined by Willowick Fire Department Policy and Procedure 201, Uniforms. Included with the initial uniform purchase shall be one (1) set of sleepwear.

### Section 2.

Upon certification as a Fire Fighter/EMT First (1st) Class, such Fire Fighter/EMT shall be provided a Class A dress uniform as defined by Willowick Fire Department Policy and Procedure 201, Uniforms.

A Fire Fighter/EMT who is promoted to a ranking position shall be provided an officer Class A dress uniform, two (2) Class B uniform shirts, and two (2) Class C uniform shirts as defined by Willowick Fire Department Policy and Procedure 201, Uniforms.

Maintenance and replacement shall be the responsibility of the employee for items provided in this Section.

### Section 3.

The Employer will provide or pay one hundred percent (100%) of the cost of replacing fire fighting safety clothing that has been damaged during the performance of required duties or is sufficiently worn to an extent which, in the opinion of the Fire Chief, would make the safety clothing unacceptable, or unsafe for normal fire suppression activities.

### Section 4.

Whenever, in the performance of his duties, a Bargaining Unit employee suffers damage to his uniform (or to civilian clothing when assigned to duties which require the wearing thereof, or when responding to a "station recall") or other official equipment (including personal equipment used in the performance of his duties) he shall be, upon the approval of the Fire Chief and Director of Public Safety, reimbursed to the extent of the loss suffered or in the sum of two hundred fifty dollars (\$250.00), whichever is less.

### Section 5.

All issued equipment, articles, manuals, and clothing provided by the Employer shall be returned upon termination of service. At the discretion of the Employer, certain clothing items may be kept by the employee.

Employees failing to return all equipment, articles, manuals, and clothing shall be responsible for a replacement cost of items not returned; paid for by a payroll deduction or other manner.

## ARTICLE 10 COURT AND MILITARY COMPENSATION

### Section 1.

Employees shall be compensated a minimum of four (4) hours for time an employee is required to appear before a court of law or similar official agency in behalf of the City of Willowick as a result of a duty related incident. Such employees shall either receive compensation based on their hourly rate with the City of Willowick or be reimbursed for actual loss of base rate wages, excluding any premiums, from the member's full-time employment if scheduled to work such full-time employment. Satisfactory evidence of such loss shall be provided to the Employer prior to reimbursement. This provision shall not apply in actions between the employee and the Employer or in criminal prosecution of the employee.

### Section 2.

As required and established by State and/or Federal code, an employee on military leave shall be compensated an amount determined by the average paid in the previous twelve (12) month period. Such payment shall be made not to exceed a thirty-one (31) day period. Such leave shall not reduce the employee's seniority status.

## ARTICLE 11 SENIORITY

### Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick Fire Department from the last date of hire as a part-time Fire Fighter/EMT. There shall be no computation of time as seniority, while on an approved unpaid leave. Seniority dates shall be re-established as a result of such leave.

### Section 2.

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by the test scores with highest being senior.

### Section 3.

Seniority shall be terminated when an employee:

- A. Quits or resigns, unless rehired within one (1) year. There shall be no

computation of time as seniority during the period between termination and rehire;

- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more consecutive scheduled work days.
- E. Fails to report for work when recalled from layoff within fourteen (14) days of receipt of the recall notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent, the laid off employee will be considered to have voluntarily resigned;
- F. Retires;
- G. Fails to report for work upon expiration or cancellation of an approved leave of absence within fourteen (14) days of receipt of the expiration or cancellation notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent, the employee on leave will be considered to have voluntarily resigned.

## ARTICLE 12 DISCIPLINARY ACTION

### Section 1.

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

### Section 2.

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

- A. Oral Warning
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

### Section 3.

- A. Oral warnings or written reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.
- B. All employees who may be subject to any disciplinary action more severe than an oral warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a management representative who is not involved in any of the events upon which the intent to discipline is based.
- C. The notice of intent required by this Section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a disciplinary hearing upon those charges, his right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated Association representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Association has a representative on duty.
- D. Prior to the scheduled time for hearing the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Association, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.
- E. At the hearing provided for herein, the employee shall be afforded an opportunity to respond to the charges against him, and to advance any versions of events, explanations, or mitigating circumstances which he believes operate to his benefit.

### Section 4.

Any employee receiving a written reprimand, suspension, demotion, or discharge may appeal such penalty through the grievance procedure at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of Arbitration. Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

## ARTICLE 13 GRIEVANCE PROCEDURE

### Section 1.

A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the Employer, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. The propriety of, and the procedures followed by the Employer in, all disciplinary suspensions, demotions, or discharges of employees of the Bargaining Unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

### Section 2.

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

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

### Section 3.

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

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action may only ask for resolution to the grievance that is not pecuniary to the Employer.

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

previous step's response.

Days, for the purposes of this Article, shall be Monday through Friday excluding holidays. Responses to grievant by the Employer shall be considered served when delivered to the employee and/or placed in the Association lock box. The grievant shall have the right to Association representation. Legal counsel may be obtained by the employee if he so desires at no expense to the Employer.

#### Section 4.

The following procedure shall be as follows:

STEP 1 - The Association shall refer the written grievance to the Chief or his designee within ten (10) days of the occurrence which gave rise to the grievance. The Chief or his designee shall have fifteen (15) days in which to schedule a meeting with the Association representative. The Chief or his designee shall investigate and respond in writing to the Association representative within fifteen (15) days following the meeting date.

STEP 2 - If the grievance is not resolved at Step 1, the Association may refer the grievance to the Safety Director or his designee within ten (10) days after receiving the Step 1 reply. The Safety Director or his designee shall have ten (10) days in which to schedule a meeting with the Association representative. The Safety Director or his designee shall investigate and respond in writing to the Association representative within fifteen (15) days following the meeting.

STEP 3 - Arbitration - If the grievance is not satisfactorily settled in Step 2, the Association may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within ten (10) days following the date of the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not answered by the Employer or referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and the Association shall agree to request a list of seven (7) impartial arbitrators from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Association during the term of this Agreement, the Association shall be the first to strike a name from the list, and then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. For subsequent arbitrations, the first strike shall alternate between the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitral or beyond the arbitrator's



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

A good faith effort shall be made to schedule grievance meetings and arbitration hearings so as to avoid causing Bargaining Unit employees who may be grievant or witnesses, to lose time or earnings from other employment.

## ARTICLE 14 NO STRIKE

### Section 1.

Neither the Association nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, "sick out", work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer during the term of this Agreement. A breach of this Section may be grounds for discipline.

### Section 2.

The Association shall at all times cooperate with the Employer to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Association shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Association. The Association shall advise the employee(s) to return to work immediately in writing.

### Section 3.

During the term of this Agreement, the Employer shall not lockout the Bargaining Unit employees.

## ARTICLE 15 PERSONAL SERVICE RECORDS

### Section 1.

Any Fire Fighter/EMT shall be permitted to review his Personal Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The Employer shall not suffer a loss of the employee's services as a result of this activity. Prior

disciplinary action in Personal Service Record of a Fire Fighter/EMT shall cease to have effect in the progressive disciplinary process in accordance with the following schedule:

- A. An oral warning or written reprimand shall cease to have effect after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Suspensions of less than ten (10) shifts (shifts defined as twelve (12) hours each) shall cease to have effect after a period of three (3) years, providing there is no intervening disciplinary action during the three (3) year period.
- C. A suspension of ten (10) or more shifts (shifts defined as twelve (12) hours each) shall cease to have effect after seven (7) years.

## Section 2.

Should an employee upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file as long as the negative material remains.

## Section 3.

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

## Section 4.

If an employee's personal file is ordered to be disclosed or produced pursuant to law, the employee shall be notified by the Employer upon receipt of said order.

# ARTICLE 16 SCHOOLING

## Section 1.

The Chief, upon authorization by the Safety Director, may approve schooling for employees of the Bargaining Unit.

## Section 2.

Upon approval, subject to passing grade of C or better for graded coursework, or successful completion of non-graded coursework, employees shall be reimbursed for tuition and fees, course materials, and, if approved, other expenses for attendance at Fire Schools, Seminars and other sources designed to improve their skills and increase their knowledge of Fire and/or Rescue related subjects.

# ARTICLE 17

## WAGES AND OTHER COMPENSATION

### Section 1.

Effective with the first full pay period starting in January 2022, all members employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification the following:

Captain	29.00 per hour
Lieutenant	25.93 per hour
Firefighter First Class	22.35 per hour
Probationary Firefighter	19.54 per hour

### Section 2.

Effective with the first full pay period starting in January 2023, all members employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification the following:

Captain	30.34 per hour
Lieutenant	27.09 per hour
Firefighter First Class	23.35 per hour
Probationary Firefighter	20.54 per hour

### Section 3.

Effective with the first full pay period starting January 2024, all members employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification the following:

Captain	31.64 per hour
Lieutenant	28.25 per hour
Firefighter First Class	24.35 per hour
Probationary Firefighter	21.54 per hour

### Section 4.

All members of the Bargaining Unit who possess, obtain, and maintain, paramedic certification shall be paid an additional one dollar and fifty cents (\$1.50) per hour while so certified and on line.

### Section 5.

For purposes of this Article, the base rate of pay specified for each classification of Bargaining Unit employee in Section One (1) hereof, or that rate together with the additional one dollar and fifty cents (\$1.50) per hour provided for qualified employees under Section Two, shall be referred to as an employee's "regular rate of pay".

### Section 6.

Employees who respond to a call out for services of any kind (including calls from the Director of Public Safety for emergency stand-by duty during windstorms, tornadoes, riots, flood, or other disaster) while off duty shall be paid at their regular rate of pay, and shall be afforded, or paid for, not less than two (2) hours of work at one and one-half (1-1/2) times the regular rate of pay.

#### Section 7.

With the first pay in December 2016, each Bargaining Unit employee who has completed one (1) year of service and has been paid a minimum of five hundred seventy-six (576) hours on the payroll as of October 31<sup>st</sup> from November 1<sup>st</sup> of the prior year, shall receive a lump sum uniform maintenance clothing payment of seven hundred sixty-five dollars (765.00).

With the first pay in December 2020, each Bargaining Unit employee who has completed one (1) year of service and has been paid a minimum of one thousand (1000) hours on the payroll as of October 31<sup>st</sup> from November 1<sup>st</sup> of the prior year, shall receive a lump sum uniform maintenance clothing payment of nine hundred sixty-five dollars (965.00).

Employees with less than one (1) year shall receive a lump sum uniform maintenance clothing payment equal to sixty dollars (60.00) for each month of service in which a minimum of forty-eight (48) hours worked have been paid.

Employees who have been injured or become ill (off-duty) shall receive a lump sum uniform maintenance clothing payment equal to sixty (60.00) for each month of service in which a minimum of forty-eight (48) hours worked have been paid.

Employees who have been injured or become ill (from on-duty service with Willowick Fire Department) shall receive a credit of 48 hours worked for each month on injury or illness leave.

#### Section 8.

Effective January 1, 2011, members using their personal cell phones for emergency paging will be reimbursed a stipend of five (\$5.00) dollars per month to cover the cost of text messaging. This stipend will be included with and additional to the annual uniform maintenance clothing payment.

#### Section 9.

On the following holidays, Bargaining Unit employees shall be compensated at one and one-half (1-1/2) times the regular rate for hours worked providing station duty, emergency callbacks, and other emergencies as defined by the Director of Public Safety: St. Patrick's Day, Holy Saturday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

During the following holidays, Bargaining Unit employees shall be compensated at two (2) times the regular rate for hours worked providing station duty, emergency callbacks, and other emergencies as defined by the Director of Public Safety:

Independence Day	0600 to 0600	(AM, PM, Night Shift)
Thanksgiving Day	1200 to 0600	(PM, Night Shift)
Christmas Eve	0600 to 0600	(AM, PM, Night Shift)
Christmas Day	0600 to 0600	(AM, PM, Night Shift)
New Year's Eve	1800 to 0600	(Night Shift)
New Year's Day	0600 to 0600	(AM, PM, Night Shift)

#### Section 10.

Effective January 1, 2011 whenever a Bargaining Unit employee assumes a Shift Commander position in the absence of an Officer for a period of one (1) hour or more, said individual shall receive an additional two dollars (\$2.00) per hour in addition to his regular rate of pay.

#### Section 11.

Whenever a Bargaining Unit employee, in absence of the Chief of the Department, and at the request of, or with the knowledge and acquiescence of, the City, assumes the responsibilities of Acting Chief for thirty consecutive days or more, that Bargaining Unit employee shall be compensated at the rate of one-twelfth (1/12) of the regular salary for the position assumed for each month served in that position or based on ordinance establishing compensation for such position. An employee who assumes such responsibilities shall be, for the duration of his service as an Acting Chief, deemed to be a member of management and not subject to the provisions of this Agreement. An employee who qualifies for compensation under this Section shall be, upon being relieved of the responsibilities assumed, compensated at the higher rate for the entire bi-weekly pay period in which he returns to the Bargaining Unit.

#### Section 12.

Members shall be awarded for years of service as reflected in their rate of pay based on the schedule below:

- Five (5) years of service at twenty-four cents (\$.24)
- Ten (10) years of service at forty-eight cents (\$.48)
- Fifteen (15) years of service at seventy-two cents (\$.72)
- Twenty (20) years of service at ninety-six cents (\$.96)

For the purpose of this Section, the base rate of pay specified for each classification of Bargaining Unit employee in Section 1 hereof, or that rate together with the additional longevity scale provided for qualified employees under Section 2, shall be referred to as an employee's "regular rate of pay".

### ARTICLE 18 MISCELLANEOUS

#### Section 1. - MEDICAL PERSONNEL AT FIRE SCENE

The Employer agrees that, to the extent practicable and consistent with its sole and

unilateral determination of the safe and efficient deployment of safety forces, an ambulance with trained medical personnel and life support equipment shall be present at the scene of all emergencies.

## Section 2. - SANITATION, MAINTENANCE AND UPKEEP

The Employer agrees to supply and make available those materials the Employer deems necessary for the day-to-day maintenance, sanitation and upkeep of the Fire station.

## Section 3. - EXTRA DUTY

Based on availability and a reasonable rotation, employees shall be offered extra duty as determined by the Employer.

## Section 4. - USE OF FIRE DEPARTMENT VEHICLES

An employee of the Fire Department shall obtain permission from the on-duty Shift Commander for the use of a Fire Department vehicle. The use of Fire Department vehicles shall be spelled out in the Willowick Fire Department Policies and Procedures 213, Use of City Vehicles.

## Section 5. - INSURANCE POLICIES

The Employer shall make available for review of the Association, a copy of the City's insurance policies pertaining to Fire Department personnel.

## Section 6. - RESIDENCY

Bargaining Unit employees shall maintain their principal residence either in the county where the political subdivision is located or within a contiguous county to the County of Lake.

## Section 7. - EQUIPMENT MAINTENANCE

All Fire Department equipment and vehicles shall be maintained in a state of readiness for any emergency. No employee shall be required to operate any vehicle or equipment that is inoperative or unsafe for use.

## Section 8. - LOCKERS

There shall be a personal locker provided in the Fire Station for each employee.

# **ARTICLE 19** **SEVERABILITY**

## Section 1.

In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or government agency, that Agreement and all such other parts of this Agreement shall remain in full force and effect.

## Section 2.

If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Association shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

## Section 3.

Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

# ARTICLE 20 DRUG-FREE WORKPLACE

## Section 1.

The parties to this Agreement, as a matter of policy, oppose the illegal use of drugs by any person, and more specifically, by any member of the Bargaining Unit. They are in total accord that it is in the best interests of the Employer, the Association, and all Bargaining Unit employees of the Department, for the Employer to maintain a drug-free work environment. Each will wholeheartedly support reasonable efforts by the other to obtain, and maintain this result.

## Section 2.

The right and duty of the Employer to employ, exclusively, Fire Fighters/EMT's, who do not engage in the illegal use of drugs, and to promulgate, publish, and enforce reasonable rules to assure this result, while fully preserving applicable due process rights of Bargaining Unit employees, is expressly recognized by the parties under this provision. The right of the Association, and of every Bargaining Unit employee, to challenge, through the grievance procedure of this Agreement, the reasonableness of any rule or rules so promulgated, or of the application thereof to any member of the Bargaining Unit in any given instance, is expressly recognized herein.

# ARTICLE 21 PROBATIONARY PERIOD

## Section 1.

All newly hired employees of the City of Willowick Fire Department shall serve an initial probation period. This period is not less than eighteen (18) months or extended where an employee has not been trained in or received certification as a Fire Fighter 1, Emergency Medical Technician - (EMT - Basic), Haz Mat Fire Responder Operational Level, Health Care Provider, CPR/AED, and/or additional requirements as required by State and/or Federal law, not to exceed two (2) years. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain or discharge such employees.

## Section 2.

Probationary employees shall be afforded Association representation and benefits as defined and set out in this Agreement. Probationary employees shall not be afforded recourse through the grievance procedure in actions involving probationary discharge.

## Section 3.

All Fire Fighters shall serve a probationary period of 18 months upon hire. This period may be reduced, in the discretion of the Fire Chief and with the approval of the recruit training officer and City Safety Director, if the eligible employee has served as a Fire Fighter for at least 18 consecutive months at another fire department within the State of Ohio. In no event shall any Fire Fighter's probationary period with the City of Willowick be reduced to less than ninety (90) days.

## ARTICLE 22 SCHEDULING

### Section 1.

The Employer reserves the right to determine the classifications designated and/or employed and the number of employees scheduled in such classifications.

### Section 2.

In a reasonable method determined by the Employer, employees shall record their hours. Failure or fraudulent recording of hours may result in disciplinary action including discharge.

### Section 3.

Employees shall be offered an opportunity to pre-schedule hours of work based on the Employer's requirements of staffing and shall be done in the following manner:

#### PROCEDURE:

1. FIRST PICK - Beginning on the fifth (5th) calendar day prior to the end of each month from 0001 pick no more than 24 Hours per designated shift.
2. SECOND PICK - From the 1st day of the month from 0001 Hours pick no more than 24 Hours per designated shift.
3. THIRD PICK - From the 6th day of the month from 0001 Hours pick no more than 24 Hours per designated shift.
4. FOURTH PICK - From the 11th day of the month from 0001 Hours pick no more than 24 Hours per designated shift.
5. FIFTH PICK - Free-for-All pick shall begin on the 16th day of the month from



1800 Hours. (If the 16th is a holiday, picks to be the following day at 1800 Hours.) Open hours picked shall be by Department Seniority, limited to 12 hours per person each pick, and then go to the end of the line and sign again for another 12 hours until all open shifts are taken. Each man can only sign for himself. No person can sign for another person for any reason.

6. A) Super Free-For-All:

Beginning 7 days prior to a shift a member may request from the personnel officer or fire chief the ability to work a partial shift.

7. You will only sign your name on a shift; you cannot sign others up for shifts. However, if you are ill or on vacation write a note to the Personnel Officer with the dates and times requested, plus several other choices you desire for shifts for the coming month. This procedure does not apply for Free-for-All sign-ups.

8. After the second pick, you may not remove your name from the shifts without approval from the Personnel Officer. Should your personal schedule change, inform the Personnel Officer as soon as possible so that as many corrections to the shift schedule can be made for you.

9. All trades of shifts or shifts given away shall be documented in the method identified by Fire Department Policy and Procedure by the employee(s) involved.

10. Personnel Sign Up Policy

A. Four time slots per shift to be designated for paramedic sign up until Free-for-All. Non-paramedics cannot sign up in the first four slots for each shift until Free-for-All.

B. After the 2nd pick paramedics may sign up outside their shift designation in one of the first four time slots only.

C. Paramedics must sign up in one of the first four time slots unless all of the four time slots are filled.

D. EMT's may sign up outside their shift designation between the weekend hours of Saturday 0600 to Sunday 1800.

E. Only one Probationary Firefighter per shift until Free-for-All. This provision may be suspended by management at times of staffing emergencies.

11. Employees who are unable to stand duty on their assigned shift shall abide by the procedure set forth in Willowick Fire Department Policy and Procedure 206, Shift Call-Offs.

12. Employees are expected to work the shifts that they signed up for the previous month. Sandbagging or signing up for more shifts than you intend on working will not be tolerated. Those members that abuse the privilege will be subject to the disciplinary procedure spelled out in Article 12 of this Agreement.

13. Employees are assigned day, night, or rotating shift schedule according to their

occupation work hours and the needs of the Fire Department. Employees that change employment or change work hours may be subject to a change in designated shift assignment for Fire Department shifts. Employees must have prior approval from the Fire Chief and/or Personnel Officer before any change of shift sign up is permitted. The Personnel Officer will post and maintain a current shift assignment roster for all employees.

14. Employees may sign for an additional 24 hours per pick as long as those hours are designated weekend hours.

#### Section 4.

Personnel picking shifts out of designation, or signing for more hours than allowed, the following action will be taken:

A. First Offense - Shifts taken out of designation or over hours at sign-up times, will be taken away for that month and a written warning will be given to the individual and filed in his personnel file. The written warning will be enforceable for a period of one year from the date of the offense.

B. Second Offense - Within one year of the first offense - An equal number of shift hours in addition to those signed up for out of designation will be taken away for the month along with a second written warning for the individual and a copy to his personnel file. The written warning will be enforceable for a period of one year from the date of the offense.

C. Third Offense - Within one year of the latest offense - disciplinary action to be imposed by the Chief and/or the Safety Director.

#### Section 5.

It is the responsibility of all employees to show up on time for any shift they sign up for and be in the proper uniform at the start of the assigned shift. Employees who are late reporting for or fail to show for a shift are subject to the following disciplinary action.

##### Late Reporting for a Shift:

FIRST OFFENSE	Written warning to go into personnel file enforceable for a period of one year from date of occurrence.
SECOND OFFENSE	In a one year period from the first offense – Second written warning to go into personnel file enforceable for a period of one year from date of occurrence.
THIRD OFFENSE	In a one year period from the second offense – disciplinary action to be imposed by the Fire Chief and/or the Safety Director.

##### Missing a Shift:

FIRST OFFENSE	Written warning to go into personnel file enforceable for a period of one year from date of occurrence.
SECOND OFFENSE	In one year period from the first offense – Second written warning to go into personnel file enforceable for a period of one year from date of occurrence.
THIRD OFFENSE	In one year from the second offense - disciplinary action to be imposed by the Fire Chief and/or the Safety Director.

Warning notices are cumulative regardless of nature of the violation. A written notice is considered to expire one (1) year from the date of issue.

#### Definition of Being Late for Duty:

When a person is not present for duty at the start of a shift, the Shift Commander or his designee will try to contact said person by telephone. If the person is contacted, the Shift Commander will inform him that he is on duty and that he is now late. If said individual cannot be contacted within 15 minutes after the start of the shift, the Shift Commander will contact a replacement person to take the shift. Also, the Shift Commander will continue to try to contact said person for up to one hour after the start of the shift involved, inform him that he has missed a shift and that he was replaced with another person.

If said individual shows up for duty after a replacement has been assigned, the replacement will remain on duty and the late person will write a note to the Personnel Officer explaining his reason for being late and lose the hours originally scheduled.

If for reasons beyond your control and you think or know that you might be late, call the Shift Commander and inform him of your problem so he can pass it on to the oncoming Shift Commander.

#### Section 7. - SHIFT COMMANDERS

Shift Commanders shall be determined by rank, seniority, and then qualifications as agreed upon by the Employer and the Association.

### ARTICLE 23 LAYOFF AND RECALL

#### Section 1.

When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

The Employer shall reduce all probationary employees in the respective classifications where layoffs have been determined necessary, then by seniority within this Bargaining Unit.

## Section 2.

At a meeting with the Association, the Employer shall identify the positions and numbers of employees to be subject to reductions thirty (30) work days prior to such layoffs occurring. At this time, employees in the affected positions shall be notified of possible layoff. Ranking officers of Captain or Lieutenant whose position is identified for reduction shall be allowed to bump down if seniority allows. Requests to bump down shall be filed with the Employer within ten (10) days of the initial date positions were identified.

Upon final determination, the affected employee shall receive fifteen (15) work days notice of layoff, prior to the effective date of layoff.

## Section 3.

Employees who have been laid off shall be subject to recall for a period of one (1) year from the initial date of layoff. Employees shall be recalled in the reverse order of their layoff.

Employees who are eligible for recall shall be given a notice of return to work fourteen (14) work days prior to such return to work order. Such notice shall be sent by certified mail to the employee's last recorded address. A copy shall be hand delivered to the local Association representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address.

An employee who refuses a recall or fails to appear for work at the end of the fourteen (14) day recall notice shall be deemed as having voluntarily terminated their employment with the City as set out in Article 11, Section 3(E), effective the date of recall and shall not be subject to any further recall except where an extension is mutually agreed upon in writing requested within the initial fourteen (14) day period.

## Section 4.

The parties recognize the Employer's authority to determine the size and scope of the use of part-time Fire and Rescue employees.

In the event the Employer determines part-time Fire and/or Rescue services will no longer be utilized, a sixty (60) day notice shall be given to the Association and the employees. The foregoing layoff procedure shall be followed, should such event occur and require a reduction in force.

# ARTICLE 24 CONVERSION OF WORKFORCE

## Section 1.

In the event a combination of full-time and part-time employees are utilized to provide Fire and/or Rescue services, regular or supplement hours as determined by the Employer, shall be offered to part-time employees.

## Section 2.

The number of hours found in Scheduling Article, first pick through fifth pick shall be reduced proportionately by the number of hours provided by full-time employees.

## Section 3.

Should the Employer determine to establish full-time Fire Fighter positions, it will first consider current part-time employees who meet the minimum requirements for the established entrance exam. Those employees who are eligible shall be required to complete all testing procedures provided for the position as defined by the Willowick Civil Service Commission. No seniority points shall be computed for years of service to the Willowick Fire Department and/or any other Fire Department. Only when the City is unable to fill the posted number of openings shall an outside exam be given. The duration of the eligibility list shall be determined by the Willowick Civil Service Commission.

## Section 4.

The process of providing an entrance exam for current part-time employees does not guarantee an individual the right of hire nor does it preclude an individual from testing when the exam is posted to the outside.

# ARTICLE 25 LEAVE OF ABSENCE

## Section 1.

An employee may apply in writing to the Fire Chief for a leave of absence without pay not to exceed one (1) year. Such leaves shall be for good cause and subject to approval by the Safety Director.

## Section 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.

An employee who fails to return to duty within fourteen (14) days of receipt of the recall notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent the laid off employee will be considered to have voluntarily resigned.

## Section 3.

The employee may be returned to service prior to the originally scheduled expiration of the leave if such earlier return is agreed to in writing by both the employee and the Employer.

#### Section 4.

Where a physical or mental condition exists that prevents an employee from performing the duties of their position, that employee may be placed on an unpaid leave status. The length of such leave shall be limited to that period of time the condition exists or one (1) year. An employee who is unable to return to service upon completion of one (1) year shall be removed from the service of the Employer.

### ARTICLE 26 FITNESS FOR DUTY

#### Section 1.

An employee found unfit for duty as referenced in Section 2 below, or unable to return to service after exhausting the leave of absence authorized by Article 25 of this agreement, shall be removed from employment in a non-disciplinary manner.

#### Section 2.

Initial determination of medical condition 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 pursuant to OAC 123:1-30-01.

#### Section 3.

A pre-separation hearing will be offered in the case of an involuntary disability separation, pursuant to OAC 123:1-30-02. Voluntary disability separations shall be processed pursuant to OAC 123:1-30-03.

#### Section 4.

An employee who has been separated from service due to a disability separation shall have reinstatement rights as set out in OAC 123:1-30-04, except that the employee's right of appeal shall be subject to the grievance and arbitration article of this agreement, which shall be the sole and exclusive remedy.

### ARTICLE 27 DURATION

This Agreement shall remain in full force and effect from January 1, 2022, to December 31, 2024, and shall automatically renew itself thereafter for annual twelve (12) month periods unless either party serves upon the other, and upon the STATE EMPLOYMENT RELATIONS BOARD, at least sixty (60) days prior to the expiration date provided herein, written notice of its desire to terminate, modify, or negotiate a successor agreement.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

_____	_____
_____	_____
_____	_____
_____	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

DATE: \_\_\_\_\_

SIDE LETTER TO AGREEMENTPENSION DEFERRAL METHOD PICKUP

Upon ratification, where a majority of all eligible Bargaining Unit employees vote for the tax deferred method of Pension deductions, as a part of the Agreement, the City will:

1) Send the appropriate letter to the IRS requesting such change be approved through a private letter ruling.

2) Upon approval by the IRS and adequate implementation time, take such action as is necessary to implement the Pension deferral method pickup.

---

FOR THE UNION

---

FOR THE CITY

---

DATE



**RESOLUTION NO. 2022-13****A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL SUBMITTED BY ENVIRONMENTAL DESIGN GROUP FOR ECONOMIC DEVELOPMENT AND PLANNING SERVICES RELATING TO THE WILLOWICK LAKEFRONT CONNECTIVITY AND DOWNTOWN REDEVELOPMENT PLAN, AND DECLARING AN EMERGENCY.**

**WHEREAS**, City has pursued and obtained grant funding and support for the design of programs and projects to create transportation alternatives to and from the City's Lake Erie waterfront, otherwise known as the Willowick Lakefront Connectivity and Downtown Redevelopment Plan; and

**WHEREAS**, in order to carry out said redevelopment plan, certain professional development and planning services are required in order to commence the next phase of the implementation process.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, THE COUNTY OF LAKE, AND THE STATE OF OHIO:**

**Section 1.** That the Mayor of the City of Willowick, Ohio, is hereby authorized to accept the technical proposal submitted by Environmental Design Group dated May 9, 2022, as amended, attached hereto as Exhibit A, and made a part hereof, for the Willowick Lakefront Connectivity and Downtown Redevelopment Plan.

**Section 2.** That the Mayor is further authorized to execute any and all additional documents and forms necessary, consistent with the terms and conditions, to implement said proposal.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 4.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick.

**WHEREFORE**, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2022

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2022

\_\_\_\_\_  
Richard J. Regovich, Mayor

Approved by the Mayor: \_\_\_\_\_, 2022

ATTEST: \_\_\_\_\_  
Angela Trend, Clerk of Council



May 9, 2022

Mayor Rich Regovich  
City of Willowick  
VIA EMAIL

**RE: City of Willowick – Economic Development and Planning Services (2022)  
Environmental Design Group Job No. 17-00375-07P**

Dear Mayor Regovich,

Environmental Design Group is pleased to submit our proposal for the above-referenced professional services. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for the City of Willowick (Client) and for Environmental Design Group.

## SCOPE OF SERVICES

### Task 1 – Economic Development and Planning Services

As requested by the Client, Environmental Design Group will provide general services to assist the City and staff with economic development and planning. These services may include but are not limited to, activities such as:

- Grant applications
- Attend in-person meetings, conference calls, and/or conferences, ~~including any associated meeting or travel expenses and associated conference registrations~~
- Preparation of meeting materials and/or meeting recaps
- General project management and/or coordination
- Materials/fliers/brochures/posters
- Market Analyses
- Base mapping & GIS services
- Site droning
- Graphic renderings

## COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the City of Willowick on a time and materials basis not-to-exceed **Nine Thousand Nine Hundred Ninety Dollars and No Cents (\$9,990.00)**.

The above fee will apply for one year from acceptance of this agreement. If the work is not completed during that period, the agreement may be subject to renegotiation.

## ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of

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450 Grant Street / Akron, OH 44311  
**P** 330.375.1390 / **F** 330.375.1590  
**TF** 800.835.1390

**CLEVELAND OFFICE**  
2814 Detroit Avenue  
Cleveland, Ohio 44113

**COLUMBUS OFFICE**  
7965 North High Street, Suite 050  
Columbus, Ohio 43235

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Environmental Design Group and the client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed upon scope of services. It supersedes any other previous requests, discussions, or versions including request for proposals or other owner-initiated scope documents.
5. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
6. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
7. The scope of work contained in this proposal is for conceptual-level work, it does not include any specific engineering analysis or work that can be construed as detailed design or construction documents. In addition, site conditions will be evaluated from a master plan conceptual perspective; we will not be conducting formal environmental, ecological, geotechnical, survey, or other site or infrastructure assessments. Any work in these areas will be general observations only.
8. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
9. Environmental Design Group will assist the City in preparing an accurate and complete application. The City acknowledges that the success of the application is solely dependent on ranking and decision of the application submitted and therefore does not hold Environmental Design Group liable for the outcome of the application.
10. We cannot anticipate poor weather. We will not be able to fly the drone under poor weather conditions including temperatures below 40 degrees F, winds over 12 MPH, rainy conditions, or after sunset. If weather delays our original date, we will attempt to find an alternate date and time to fly the route. If an alternate date cannot be found, then the fee will be reduced from the task.

## LIMITATION OF LIABILITY

Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance

policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.

## STANDARD OF CARE

Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area.

Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

## INVOICING PROCEDURES AND TERMS

Invoices will be submitted monthly based on the amount of work actually completed.

If the Client fails to make any payment due Environmental Design Group, ~~within thirty (30) days after receipt of Environmental Design Group's invoice, the amounts due Environmental Design Group will include a charge at the rate of 1% per month from said thirtieth day.~~ **within ninety (90) days**, Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection. You will be responsible for any and all expenses incurred by Environmental Design Group in the collection of any unpaid invoice, including actual fees and related costs incurred by legal counsel.

The attached Exhibit A – Standard Provisions of Agreement – is a part of this agreement and is binding on the Client.

## PROJECT INITIATION PROCEDURES

If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by signing and returning one copy of this letter to us.

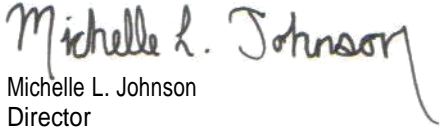
Mayor Rich Regovich  
City of Willowick  
May 9, 2022

Item #10.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390 or [mjohnson@envdesigngroup.com](mailto:mjohnson@envdesigngroup.com).

We look forward to working with you.

Sincerely,

  
Michelle L. Johnson  
Director

ACCEPTED: **City of Willowick**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Clients Designated Representative: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

#### Invoicing Procedures:

In an effort to continue to provide an easy and effective method for communicating, we will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact \_\_\_\_\_

AP Email \_\_\_\_\_

AP Phone \_\_\_\_\_

Email an additional copy of the Invoice to:

1. \_\_\_\_\_

2. \_\_\_\_\_

In an effort to make our invoicing process more convenient, we are happy to announce that we now accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390. Please have the following information at the time of the call: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

## **EXHIBIT A STANDARD PROVISIONS OF AGREEMENT FISCAL YEAR 2022**

Client and Environmental Design Group, LLC (Consultant) agree that the following provisions shall be part of their agreement:

1. This Agreement will be binding upon the heirs, executors, administrators, successors and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
2. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
3. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
6. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
7. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
8. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, ~~or rise in the cost of living,~~ during the

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lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

9. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
10. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
11. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
12. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings,



or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies.

13. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
14. This agreement may be terminated by either party by thirty (30) days' written notice ~~if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement.~~ In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work **performed to the extent permitted by law.** In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project through the date of termination.
15. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes.
16. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.
17. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.
18. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
- ~~19. If client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant will have the right to consider such default in payment a material breach of this Agreement. Consultant may, upon written notice to Client, immediately terminate this Agreement. In such event, Client will immediately pay Consultant for all fees, charges and services provided through the date of termination. Alternately, the Consultant may choose not to terminate this Agreement but to suspend work until the account is brought current including accrued interest. In such event, the Client will bear any and all additional costs resulting from suspension of work including but not limited to~~

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~~increases to the stated fee as a result of inflation, promotions or other causes and/or additional fees incurred by Consultant as a result of changes necessitated by governmental agencies or other approving authorities.~~

20. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
21. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
22. Assignment of reliance to third-parties can be made, however this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms and conditions under which this report was originally prepared apply to any and all third-party recipients.



## EXHIBIT B STANDARD FEE SCHEDULE FY 2022

The schedule of hourly rates, itemized according to employee classification, represents the full range of staff that can be called upon to serve our clients' needs.

Employee Classification	Hourly Rates
Principal Director	\$203 - \$350
Senior Project Manager Senior Project Engineer Senior Landscape Architect	\$175 - \$245
Project Manager Construction Manager Funding Administrator Senior Environmental Scientist Senior Ecologist	\$150 - \$225
Associate Project Manager Project Engineer Project Surveyor Ecologist Senior Designer	\$103 - \$145
Landscape Architect Environmental Scientist Operations Superintendent Resident Representative Construction Inspector Senior Survey Crew Chief	\$103 - \$140
Construction Inspector Intern	\$63 - \$79
Co-op/Intern	\$52 - \$70
Land Planner CADD Designer Project Technician Survey Crew Chief	\$71 - \$129
Administrative Assistant	\$65 - \$107
Survey Crew	\$189 - \$202

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Columbus, Ohio 43235

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**Overtime** - Overtime will be billed at 1.5 times the standard hourly rate shown (with pre-approval from client).

**Expenses** - All expenses will be charged on per unit basis or at cost plus 15%.

**Late Fees** - Amounts not paid within thirty (30) days of the stated invoice date will be charged interest at the rate of 1% per month (12% per annum).

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**Great Lakes Telecom & Electric, LLC**

P.O. BOX 379  
WADSWORTH, OH. 44282  
PHONE: 419-846-3809 FAX: 419-846-3810 CELL: 330-472-9489

PAGE 1 OF 2

CITY OF WILLOWICK  
30435 LAKESHORE BLVD.  
WILLOWICK, OHIO  
44095

MAY 2, 2022

ATT: JULIE KLESS  
RECREATION DIRECTOR

SUBJECT: SENIOR CENTER

ESTIMATE # 22-E039

DEAR MS. KLESS

WE PROPOSE TO FURNISH THE NECESSARY LABOR & MATERIAL TO INSTALL THE VIDEO SURVEILLANCE FOR THE SUBJECT PROJECT IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK FOR THE SUM OF \$17,700.00 (SEVENTEEN THOUSAND SEVEN HUNDRED DOLLARS).

THIS PROPOSAL IS BASED ON ALL WORK BEING PERFORMED DURING NORMAL WORKING HOURS. THIS QUOTATION WILL REMAIN VALID FOR OUR ACCEPTANCE OF YOUR PURCHASE ORDER OR CONTRACT WITHIN TEN DAYS AFTER THE ABOVE DATE.

ALL OF OUR WORK IS GUARANTEED FOR ONE YEAR AFTER THE ITEM WAS PHYSICALLY INSTALLED.

WE THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE.

SINCERELY,  
Great Lakes Telecom & Electric, LLC



Thomas W. Cochran  
GENERAL MANAGER

5-5-22 220.304.5603

# Reg # 002175

PO # created

email Chief Public Counsel