



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, March 04, 2025 at 6:30 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 Council Meeting of February 18, 2025.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE 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 – Mandy Gwartz

Police Chief – Rob Daubenmire

Fire Chief – Bill Malovrh

Chief Housing/Zoning Inspector – Sean Brennan

WARD MATTERS

PUBLIC PARTICIPATION

- Public statement (1 minute maximum)*
- 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 – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

Service, Utilities & Public Lands – Malta, Phares, McFarland

Streets, Sidewalks & Sewers – Malta, Bisbee, Mohorcic

Tax Compliance – Koudela, Antosh, McFarland

Moral Claims – Antosh, Phares, Koudela

Budget – Mohorcic, Koudela, Bisbee

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

INTRODUCTION & CONSIDERATION OF LEGISLATION

2. ORDINANCE NO. 2025- 10:

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE WILLOWICK FIRE FIGHTERS ASSOCIATION AND DECLARING AN EMERGENCY.

3. ORDINANCE NO. 2025 – 11:

AN ORDINANCE PROVIDING FOR THE COMPENSATION OF APPOINTED OFFICIALS AND CERTAIN OTHER EMPLOYEES OF THE CITY, REPEALING CERTAIN ORDINANCES AND DECLARING AN EMERGENCY.

4. ORDINANCE NO. 2025 - 12:

AN ORDINANCE ESTABLISHING THE E. 305th STREET SEWER REHABILITATION FUND (433) IMPROVEMENT FUND, UNDER FUND NUMBER 433, AND DECLARING AN EMERGENCY.

5. ORDINANCE 2025-13:

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING

THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

6. ORDINANCE NO. 2025- 14:

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SECRETARIAL UNIT).

7. ORDINANCE NO. 2025- 15:

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SERVICE UNIT).

8. RESOLUTION NO. 2025- 8:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE LAKE METROPARKS DISTRICT TO LEASE CITY OWNED LANDS KNOWN AS LAKEFRONT PARK TO USE, DEVELOP, AND IMPROVE, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF A PICNIC SHELTER, FLUSH RESTROOM, RENOVATED DECK AT THE LODGE, PAVED WALKING PATH IMPROVEMENTS, AND FOR PASSIVE RECREATIONAL PURPOSES, I.E., PICNICKING, RECREATIONAL PROGRAMS AND NATURE EDUCATION, FOR AND THROUGH TO THE END OF 2045, AND DECLARING AN EMERGENCY.

9. ORDINANCE NO. 2025- 16:

AN ORDINANCE AMENDING CHAPTER 1367 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED "INTERNATIONAL PROPERTY MAINTENANCE CODE;" AND DECLARING AN EMERGENCY.

MISCELLANEOUS

10. Motion authorizing CT Consultants to prepare specifications, details, plans and bid documents, advertise and obtain bids, for the Municipal Parking Lot Improvements for a fee of \$50,000 in accordance with the Agreement for engineering services.
11. Motion granting authorization for Dawn Snyder to approve purchase orders during the Finance Director's absence from the City March 5, 2025 through March 16, 2025.
12. Motion authorizing an expenditure to the Ohio Auditor of State in the amount of \$21,320 for auditing services related to the 2024 financial statements and related disclosures.
13. Motion authorizing an expenditure to Ciuni and Panichi in the amount of \$31,000 for conversion of the City's cash basis statements to confirm to GAAP and to comply with GASB 34.
14. Motion authorizing Change Order #1-FINAL to Beck Electric, Generators & Plumbing for the extension of contract completion date for the Community Center Generator Project.

15. Motion authorizing the release of retainage in the amount of \$6,098 to Beck Electric, Generators & Plumbing for the Community Center Generator Project

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)*

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, February 18, 2025 at 6:30 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

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

All members of Council were present at Roll Call with the exception of Mr. Phares who was absent. Mayor Vanni was acting as the Council Clerk for this meeting.

APPROVAL OF MINUTES

1. Motion to approve the Minutes from the Regular Council Meeting of February 4, 2025.

MOTION: Mr. Malta motioned to approve the minutes of the Regular Council Meeting of February 4, 2025. Mr. McFarland second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Minutes approved.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

Mayor Vanni presents a speaker from NOPEC to get everyone up to speed about what is going on with the rates as well as the Willowick Café project. She explains her background before coming to NOPEC. She says right now you have 3,491 homes enrolled for electric, 2,722 enrolled for gas. Looking at benefits, NOPEC Energized Community Grant received \$32,169 in awards this year which is to be accepted still so be sure to get on the Portal and do that. Available balance from rollover is \$21,487. To date, \$318,154 in total grant awards. Also, you have Community Event Sponsorship Grant of \$2,000 this year. Lending is complete for Willowick Café now. She thanks Council for their support and work with this project.

Next, she would like to talk about the electric rate increase in the State of Ohio. This is market-wide, not just NOPEC. Regional transmission organization that serves 13 states ensures that power is there when we need it. If we all flip on the switches, we expect it will respond. What PJM does is to make sure the

grid is able to respond to that. In 2024 they held a capacity auction that resulted in higher prices which means higher bills for all consumers in Ohio and other states they serve. These prices will go into effect June 2025. Power companies charge capacity fees to make sure they are able to provide energy for the demands. NOPEC does not have control over the capacity auctions. These are passed through to all residential and commercial customers. The auction for June 2025-May 2026 resulted in over an 800% increase in the capacity prices. This means an average household might increase 10-15% which is about 2 cents more per kilowatt hour. These prices are expected to last the next 3-5 years until more capacity is added. Everyone can decrease their use to decrease their bill. Tips: take advantage of natural lighting during the day, use LED bulbs, make minor thermostat adjustments, etc. Can save as much as 10% annually by turning thermostat back 7-10 degrees from normal setting 8 hours per day. Use smart thermostat. Seal drafts around windows and doors. Wash on cold. Easiest thing is to turn lights off and unplug devices when not using. There are more tips on their website as well as other resources. She asks if there are questions?

Mr. Malta asks about the 3,491 homes for electricity. He asks her to clarify on the number for gas.

Mayor Vanni asks if the vote is going in May or June?

She says they already had the auction, it will go into effect June 2025.

Mayor Vanni asks if there is another vote for the increase for infrastructure?

She says she would have to check and get back to him. She will look into the latest update.

They thank her for coming out.

Mayor Vanni reports that the next meeting he will have the contract for the Lakefront Lodge. Looking forward to rolling that out. Paul Palagyi from Metroparks will be here as well. Sean and himself have a meeting on Monday about a party interested in the Rite Aid property. Pie Café was awarded the 2025 Customer Service Award from Willoughby Western Lake County Chamber of Commerce. The owner is a Willowick resident. It was nice for them to get that recognition. They had a NextGen911 meeting next week and they are getting closer to having a plan for the County, hopefully in April. He thinks it will need to go to all Councils in the County for approval. The Courier is back... that's good news. Deadline is tomorrow to get articles in. He will also continue posting to facebook and the website.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Malta asks who awarded the Pie Café award?

Mayor Vanni says Willoughby Western Lake County Chamber of Commerce. This was a People's Choice Award.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

Ms. Kless says they started registrations today. Over 110 people attended the Father/Daughter Dance on Sunday.

Mayor Vanni says everyone he spoke to had a great time.

City Engineer – Tim McLaughlin

Mr. McLaughlin says E 305 Sewer Project continues to make progress. There are more lateral repairs that still need to be made... hopefully this week. Project remains on schedule.

Finance Director – Cheryl Benedict

Law Director – Mandy Gwartz

Ms. Gwartz has no report, but open for questions.

Police Chief – Rob Daubenmire

Chief Daubenmire has no report, but open for questions.

Fire Chief – Bill Malovrh

Chief Malovrh has no report, but open for questions.

Chief Housing/Zoning Inspector – Sean Brennan

Mr. Brennan has no report, but open for questions.

Mr. Malta says there is a tree that might need taken care of in the spring. He gives Mr. Brennan the address.

Mr. Brennan says he will have someone look at it.

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)

Gene Bowen, 472 E 319, says that she saw a report about the freeway lights on tv and they were told the same thing as everyone else a year ago. Has anyone contacted the County about the lights being off? It's dangerous. She was also curious, the lawsuit for the apartments, do we have any idea what that will cost the City?

Mike Bowen, 472 E 319, says the proud action that his son and himself had raising the flag from half to full staff, they were proud to do that. He is a disabled Iraq War Veteran. They did everything precise like they were supposed to. It touched their hearts to be able to do that. He thanks Mayor Vanni for the opportunity to do that. Also, on the news they showed the guy who owns Shoregate Towers. He sneered at the camera. He sees that on the list there is an Executive Session and wasn't sure if that was in there or not. Don't let that guy step on us.

Ms. Koudela thanks him for his comments and his service. Let's talk about lights first. Todd isn't here.

Mayor Vanni says thank you also. The lights, they were fighting about for well over a year. Then they got put back on. Then in early 2024 with the big August 6th storm, the part broke. It was put in relatively quick but there was fighting about who did what. He was under the assumption they were working unless something happened again. They were on for Wickliffe through Mentor.

Ms. Koudela turns to the Law Director for comments about the lawsuit.

Law Director Gwartz says there isn't much they can say because the lawsuit is pending and anything they say could potentially come back.

Mr. Malta asks if ODOT takes care of that section of the freeway or not.

Mayor Vanni says ODOT.

Mr. Malta says roads were horrible until Willowick, but our section was clean as a whistle.

Ms. Antosh asks if the ramps are also ODOT?

Mayor Vanni says they don't want their guys out there for safety reasons.

REPORTS OF STANDING COMMITTEES

Finance – Bisbee, Mohorcic, Antosh

Safety – Phares, Malta, McFarland

Service, Utilities & Public Lands – Malta, Phares, McFarland

Streets, Sidewalks & Sewers – Mohorcic, Malta, Bisbee

Tax Compliance – Koudela, Antosh, McFarland

Moral Claims – Antosh, Phares, Koudela

Ms. Antosh says there was a Moral Claims Meeting earlier. There are 3 different claims that need voted on. First one is a resident on 293 St. that had a spigot leak and is requesting a sewer credit. It would be \$228.77.

MOTION: Mr. Mohorcic motioned to approve the Motion. Ms. Bisbee second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Motion approved.

Second one is in regards to Shoregate Shopping Center requesting two sewer credits for breaks in the parking lot. First credit is in the amount of \$5,255.12.

MOTION: Mr. Mohorcic motioned to approve the Motion. Mr. Malta second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Motion approved.

Ms. Antosh state the second one for Shoregate is for a sewer credit for \$3545.48.

MOTION: Mr. Mohorcic motioned to approve the Motion. Ms. Bisbee second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Motion approved.

Ms. Antosh says the final claim is for Paul Gambrill. He was driving down E 315 S. and he said there was oncoming traffic and he hit a tree branch that was overhanging the road and cracked his windshield. He was asking for total of the replacement. Moral Claims Committee voted unanimously no. Any questions?

MOTION: Mr. Mohorcic motioned to approve the Motion. Ms. Bisbee second.

ROLL CALL: Mr. McFarland, no. Ms. Koudela, no. Ms. Antosh, no. Mr. Mohorcic, no. Ms. Bisbee, no. Mr. Malta, no.

Budget – Mohorcic, Koudela, Bisbee

Mr. Mohorcic reports that the Budget Meeting is this Saturday at 9 am in Council Chambers.

LIAISON REPORTS

Planning – Phares/Alternate Antosh

Ms. Antosh reports from Dave’s notes. They are starting to discuss Recreational Marijuana and making an Ordinance for it. The main points are:

Limit dispensaries to one in the City

Charge annual fee of \$17,500 because Eastlake charges \$15,000

Discrete signage

Allow drive-thru service

Have security plan in the Ordinance

They reviewed several other Cities’ Ordinances. Discussion will continue in March.

Board of Zoning Appeals – McFarland/Alternate Koudela

Volunteer Fire Fighters’ Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

INTRODUCTION & CONSIDERATION OF LEGISLATION

MISCELLANEOUS

Mr. Malta brings up Saint Mary Magdalene St. Patty’s Day party. You can contact him if you’re interested. It’s an important fundraiser for their family as not a lot of people know a lot of the story about the scholarship. It is in the name of his wife’s brother. Saturday March 8.

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)

EXECUTIVE SESSION

2. Discussion of Pending Civil Litigation

Ms. Koudela calls for a Motion to adjourn into Executive Session.

MOTION: Ms. Antosh motioned to adjourn into Executive Session. Mr. McFarland second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Adjourned into Executive Session at 7:07 p.m.

CLOSE EXECUTIVE SESSION

Ms. Koudela calls for a Motion to return from Executive Session.

MOTION: Ms. Antosh motioned to return from Executive Session. Ms. Bisbee second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Adjourned into Executive Session at 8:00 p.m.

ADJOURNMENT

Ms. Koudela calls for a Motion to Adjourn the Meeting.

MOTION: Mr. Mohorcic motioned to Adjourn the Meeting. Ms. Antosh second.

ROLL CALL: Mr. McFarland, yea. Ms. Koudela, yea. Ms. Antosh, yea. Mr. Mohorcic, yea. Ms. Bisbee, yea. Mr. Malta, yea.

Motion carried. Meeting Adjourned at approximately 8:01 p.m.

Clerk of Council

Council President

Date

ORDINANCE NO. 2025- 10

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE WILLOWICK FIRE FIGHTERS ASSOCIATION AND DECLARING AN EMERGENCY.

WHEREAS, the City has participated in negotiations for a new collective bargaining agreement with the Willowick Fire Fighters Association, and an agreement has been reached between the City and the Willowick Fire Fighters Association, for fire fighters below the rank of full time captain; and

WHEREAS, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to approve and enter into this Agreement to continue harmonious and cooperative relations with the City’s fire fighters below the rank of full time captain, and to ensure the orderly and uninterrupted efficient operations of fire fighters 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 Willowick Fire Fighters Association (Fire Fighters), in a form substantially similar to the “Agreement between City of Willowick and The Willowick Fire Fighters Association, effective January 1, 2025, through to December 31, 2027,” annexed hereto as Exhibit A and incorporated herein.

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: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Clerk of Council

AGREEMENT

**BETWEEN THE
CITY OF WILLOWICK
AND
THE WILLOWICK FIRE FIGHTERS ASSOCIATION**

**Effective January 1, 2025
To
December 31, 2027**

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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, 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 (3) 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 sign up for no less than forty-eight (48) hours station duty prior to free-for-all. By such requirement, the Employer does not guarantee employees forty-eight (48) hours of work or on a desired shift. Such provision may be waived by the Chief for good cause and cases such as full-time employment, 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. 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. Maintenance Hours. Maintenance hours are not to be worked after a Member has accumulated one hundred six (106) hours in a fourteen (14) day pay period unless approved by the Fire Chief.

Section 3

If an employee fails to meet the Sign-Up/Hour of Work requirements, (Section 2) without the permission of the Fire Chief, the member shall be disciplined as follows:

- 1st Offense – Oral Warning
- 2nd Offense – Written Warning
- 3rd Offense – One (1) week suspension
- 4th Offense - Discharge

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 firefighting 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 initial uniforms in accordance with the terms of the Willowick Fire Department Policies and Procedures.

Section 2.

A Fire Fighter/EMT who is promoted to a ranking position shall be provided an officer Class A dress uniform, one (1) Class B uniform shirts, and one (1) Class C uniform shirts as defined by Willowick Fire Department Policy and Procedures, 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 firefighting 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 or discipline outlined in Article 4, Section 3. 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 hiring list 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 the employee shall be entitled, other than at the Employer's expense, to representation of employees' 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 them, the levels of discipline which may be incurred if they are sustained, the employees right to a disciplinary hearing upon those charges, the right to representation of the employees choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to

be afforded to the employee, which date and time shall be at least twenty-four (24) hours after the employee's 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 their right to a hearing. An employee who waives their 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 them, and to advance any versions of events, explanations, or mitigating circumstances which they believe operate to their 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 their Personal Service Records and may receive a copy of any item in their 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 their 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 2025, 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	32.91 per Hour
Lieutenant	29.38 per Hour
Firefighter First Class	25.32 per Hour
Probationary Firefighter	22.40 per Hour

Section 2.

Effective with the first full pay period starting in January 2026, 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	34.23 per Hour
Lieutenant	30.56 per Hour
Firefighter First Class	26.33 per Hour
Probationary Firefighter	23.30 per Hour

Section 3.

Effective with the first full pay period starting in January 2027, 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	35.60 per Hour
Lieutenant	31.78 per Hour
Firefighter First Class	27.38 per Hour
Probationary Firefighter	24.23 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 seventy-five cents (\$1.75) 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 (2), 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 wind storms, tornados, riots, flood or other disaster) while off duty shall be paid at one and one-half (1 ½) times their regular rate of pay, and shall be afforded, or paid for, no less than two (2) hours of work during the call-out service period.

Section 7.

The first pay in December, 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 31st from November 1st of the prior year, shall receive a lump sum uniform maintenance clothing payment of seven hundred sixty-five dollars (765.00).

The first pay in December, 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 31st from November 1st 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 and receiving department emails will be reimbursed a stipend of five (\$5.00) dollars per month to cover the cost of text messaging and receiving department emails.

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.

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, and 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.

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. - 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 7. - 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 of service.

All members of the fire department shall obtain their paramedic license within three (3) years of employment, unless waived by the Safety Director.

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 eighteen (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.) Each employee can only sign for themselves.. No person can sign for another person for any reason.
6. A) Super Free-For-All:

Beginning seven (7) days prior to a shift, a member may request from the Administrative Captain, Fire Chief or the Chief's designee the ability to work a partial shift.
7. After the fifteenth (15th) of the month, an employee shall not be granted approval for error in sign-up.
8. 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.
9. 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 two (2) Probationary, one (1) paramedic and one (1) EMT, members per shift until free-for-all. Two (2) probationary EMTs cannot sign up until free-for-all.
10. Employees who are unable to stand duty on their assigned shift shall abide by the procedure set forth in Willowick Fire Department Policy and Procedures.
 11. 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.
 12. At the Chief's discretion, 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.
 13. Employees may sign for an additional twenty-four (24) hours for first (1st) pick and an additional twelve (12) for second, third and fourth picks as long as those hours are designated weekend hours. Weekends are defined as Friday evening commencing at 1800 hours through Monday morning 0600 hours._

Section 4.

Personnel signing up for more hours than allowed, the following action will be taken:

- A. First Offense - Shifts taken over hours at sign-up times, will be taken away for that month and a warning will be given to the individual, including the review of the contract.
- B. Second Offense - Within one year of the first offense – Shifts taken over hours at sign-up times, will be taken away for that month and an oral warning will be given to the individual and filed in their personnel file. The oral 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 – Shifts taken 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 their personnel file. The written warning will be enforceable for a period of one year from the date of the offense.

- D. Fourth Offense – Within one year of the latest offense – shifts taken over hours at sign up times, will be taken away for that month and 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, established acting shift commander criteria, and seniority. Acting shift commander criteria shall be agreed upon by the administration 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, 2025, to December 31, 2027, 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: _____

ORDINANCE NO. 2025 – 11

AN ORDINANCE PROVIDING FOR THE COMPENSATION OF APPOINTED OFFICIALS AND CERTAIN OTHER EMPLOYEES OF THE CITY, REPEALING CERTAIN ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Willowick, Ohio feels it to be in the best interest of the city and to the orderly operation of all departments of the city to adjust the compensation of appointed officials and certain other employees.

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

SECTION 1. That the Officials and certain other employees listed below shall be paid bi-weekly compensation for the period commencing with the first full pay period of 2025 and in accordance with the following existing rates of pay, respectively:

- Police Chief. the sum of Four Thousand Six Hundred Fifty-nine and 46/100 Dollars (\$4,659.46);
- Finance Director. the sum of Four Thousand Four Hundred Forty-one and 73/100 Dollars (\$4,441.73);
- Fire Chief. the sum of Three Thousand Nine Hundred Eighty-two and 87/100 Dollars (\$3,982.87);
- Service Director the sum of Three Thousand Five Hundred Fifty-nine and 27/100 Dollars (\$3,559.27);
- Recreation Director. the sum of Three Thousand Six Hundred Twenty-three and 51/100 Dollars (\$3,623.51);
- Chief Housing & Zoning Inspector. the sum of Three Thousand Four Hundred Ninety-four and 57/100 Dollars (\$3,494.57);
- Law Director. the sum of Two Thousand Two Hundred Thirty-two and 32/100 (\$2,232.32);
- Prosecutor. the sum of One Thousand Three Hundred Ninety-three and 16/100 Dollars (\$1,393.28);
- Safety Director the sum of One Thousand One Hundred Ninety-four and 24/100 Dollars (\$1,194.24);

- Payroll/Finance Officer the sum of One Thousand Eight Hundred Sixty-one and 09/100 Dollars (\$1,861.09) to Two Thousand Four Hundred Thirty-one and 65/100 Dollars (\$2,431.65);
- Facility/Program Coordinator the sum of Two Thousand One Hundred Ninety-four and 20/100 Dollars (\$2,194.20);
- Senior Citizens Coordinator the sum of One Thousand Nine Hundred Sixteen and 22/100 Dollars (\$1,916.22);
- Public Communications the sum of Ninety-eight and 24/100 Dollars (\$98.24);
- Electrical Inspector the hourly rate of Twenty-nine and 80/100 Dollars (\$29.80);
- Housing Inspector. the hourly rate of Twenty-seven and 36/100 Dollars (\$27.36);
- Finance Assistant/Accountant the hourly rate of Nineteen and 12/100 Dollars (\$19.12) to Twenty-four and 79/100 Dollars (\$24.79);
- Mayor’s Secretary. the hourly rate of Twenty-two and 77/100 Dollars (\$22.77);
- Clerk of Council. the hourly rate of Twenty-two and 77/100 Dollars (\$22.77);
- Asst. Senior Citizens Coordinator. the hourly rate of Eighteen and 08/100 Dollars (\$18.08) limited to a bi-weekly maximum of Forty-eight (48) hours;
- Senior Center Attendant..... the hourly rate of Eleven and 69/100 Dollars (\$11.69) to Fourteen and 76/100 Dollars (\$14.76) limited to a bi-weekly maximum of Fifteen (15) hours.

SECTION 2. That the Directors, Officers and other hired employees of the City listed below shall be paid be-weekly compensation for the period commencing January 21, 2025 in accordance with the following rates of pay, respectively:

- Law Director the sum of Three Thousand Seventy-six and 92/100 Dollars (\$3,076.93);

SECTION 3. That the Directors, Officers and other hired employees of the City listed below shall be paid be-weekly compensation for the period commencing March 18, 2025 in accordance with the following rates of pay, respectively:

- Prosecutor the sum of One Thousand Three Hundred Forty-six and 16/100 (\$1,346.16);

SECTION 4. That all ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance 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 and further, provides for the usual daily operation of all of the municipal departments; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED: _____, 2025

Submitted to the Mayor for his approval on
_____, 2025

ATTEST:

Clerk of Council

President of Council

Approved by the Mayor on
_____, 2025

Mayor

ORDINANCE NO. 2025 - 12**AN ORDINANCE ESTABLISHING THE E. 305th STREET SEWER REHABILITATION FUND (433) IMPROVEMENT FUND, UNDER FUND NUMBER 433, AND DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to establish a capital improvement fund for the repair, rehabilitation or replacement of the sanitary trunk sewer and lateral connections on E. 305th Street within the right of way, to be known as the E. 305th Street Sewer Rehabilitation Fund, Fund No. 433, in order to properly account for related revenues and expenses, including loans, transfers or advances, grants, reimbursements or other funding sources.

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

Section 1. That there is hereby established a capital improvement fund to be known as the E. 305th Street Sewer Rehabilitation Fund, under Fund No. 433, to provide for project specific accounting records for revenues, transfers, advances, grants, loans, or other funding sources and expenditures associated with the E. 305th Street sanitary trunk sewer and lateral connections within the right of way, and/or its appurtenances, and any related and necessary repairs, rehabilitation or replacement related thereto, and to maintain compliance with any and all state and federal regulatory agencies.

Section 2. That Council may transfer, deposit, advance or appropriate funds from the General Fund, from grants obtained from other public or private entities, and such other sources as specified by an affirmative vote of Council to be used to fund the repair, rehabilitation, or replacement of the E. 305th Street sanitary trunk sewer and lateral connections within the right of way, together with all other necessary and related appurtenances thereto, and to maintain compliance with any and all state and federal regulatory agencies.

Section 3. That upon approval by Council, this Fund No. 433, shall be used solely to pay for the rehabilitation, repair or replacement of the E. 305th Street sanitary trunk sewer and lateral connections within the right of way, including but not limited to the installation, repair and maintenance of the same, together with all other necessary and related appurtenances, and to maintain compliance with any and all state and federal regulatory requirements.

Section 4. 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 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare of the residents of the City of Willowick; and further that there is an immediate need to provide a Fund required for proper accounting of revenues, transfers, advances, loans, grants or other funding sources and

expenditures associated with the E. 305th Street Sewer Rehabilitation Project; and that it will ensure the orderly and uninterrupted efficient operation of the City and its Finance Department.

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

Adopted by Council: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Clerk of Council

ORDINANCE NO. 2025 - 13

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the the calendar year ending December 31, 2025, that the following sums be and they are hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the General Fund:

GENERAL FUND**Security of Persons & Property****Safety Communications Dept.****Personal Services**

Wages - Clerk Dispatchers	101.100.5136	560,900.00
Wages - Overtime	101.100.5199	6,000.00
Total Salaries & Wages		566,900.00

Other

Hospitalization	101.100.5210	140,500.00
P. E. R. S.	101.100.5220	79,500.00
Medicare	101.100.5260	8,250.00
Uniform Allowance	101.100.5270	-
Schools & Training	101.100.5513	4,800.00
Total Other Expense		233,050.00
Total Safety Communications Department		799,950.00

Police Law Enforcement**Personal Services**

Wages - Police Officers	101.101.5135	2,100,270.00
Wages - School Guards	101.101.5137	20,100.00
Retirement Benefit Payout	101.101.5195	-
Wages - Overtime	101.101.5199	210,000.00
Total Wages and Salaries		2,330,370.00

Other

Hospitalization	101.101.5210	566,500.00
P. E. R. S.	101.101.5220	7,950.00
Police State Pension (Transfer)	101.101.5230	325,000.00
Medicare	101.101.5260	34,000.00
Uniform Allowance	101.101.5270	1,000.00
Telephone	101.101.5324	13,440.00
Insurance	101.101.5330	42,000.00
Gas & Oil	101.101.5420	55,000.00
Small Equip & Supplies	101.101.5430	32,350.00
Schools & Training	101.101.5513	26,300.00
Office Supplies	101.101.5521	9,600.00
Prisoner Care	101.101.5532	7,000.00
DARE Expenses	101.101.5534	-
Public Relations & Education	101.101.5535	1,600.00
Emergency 9-1-1	101.101.5560	5,500.00

Radio	101.101.5561	21,700.00
Maintenance & Repair	101.101.5564	57,900.00
Vehicle Maintenance & Repair	101.101.5565	14,100.00
Miscellaneous Expenses	101.101.5568	3,100.00
Capital Improvement	101.101.5600	70,000.00
Total Other Expense		1,294,040.00
Total Police Department		3,624,410.00

Fire Prevention & Inspection**Personal Services**

Wages - Director/Chief	101.102.5120	57,490.00
Wages - P/T Firefighters & Officers	101.102.5138	926,380.00
Wages - F/T Firefighters & Officers	101.102.5139	100,326.00
Wages - Secretary	101.102.5191	29,500.00
Retirement Benefit Payout	101.102.5195	-
Wages - Overtime	101.102.5199	8,800.00
Total Wages & Salaries		1,122,496.00

Other

Hospitalization	101.102.5210	83,000.00
P. E. R. S.	101.102.5220	6,600.00
Police & Fire Pension	101.102.5230	38,000.00
Medicare	101.102.5260	16,285.00
Social Security	101.102.5265	57,440.00
Clothing - Original Issue	101.102.5271	13,750.00
Replacement Safety Clothing	101.102.5272	22,000.00
Professional Services	101.102.5319	-
Telephone	101.102.5324	3,014.00
Insurance	101.102.5330	21,450.00
Contract Services	101.102.5354	-
EMS Collection Fees	101.102.5385	17,050.00
Gas & Oil	101.102.5420	12,100.00
Small Equip & Supplies	101.102.5430	37,720.00
Vehicle Lease Payments	101.102.5434	1,650.00
Schools & Training	101.102.5513	10,725.00
Office Supplies	101.102.5521	5,390.00
Honor Guard	101.102.5533	-
Public Relations & Education	101.102.5535	7,000.00
Radio	101.102.5561	3,460.00
Maintenance & Repair	101.102.5564	33,963.00
Capital Imp. Fire	101.102.5611	118,770.00
Transfer for Fund 208	101.102.5901	-
Total Other Expense		509,367.00
Total Fire Department		1,631,863.00

Public Health & Welfare**Other**

Health District Charges	101.201.5392	150,000.00
Total Other Expense		150,000.00
Total Public Health & Welfare		150,000.00

Leisure Time Activities**Parks & Playgrounds****Personal Services**

Wages - Parks - Regular	101.301.5140	203,900.00
Wages - Summer Employees	101.301.5143	13,450.00
Retirement Benefit Payout	101.301.5195	-
Wages - Overtime	101.301.5199	9,000.00
Total Wages & Salaries		226,350.00

Other

Hospitalization	101.301.5210	84,500.00
Cobra Hospitalization	101.301.5211	-
P. E. R. S.	101.301.5220	31,700.00
Medicare	101.301.5260	3,300.00
Electricity & Heating	101.301.5320	65,000.00
Water	101.301.5322	9,000.00
Gas & Oil	101.301.5420	10,000.00
Small Equip & Supplies	101.301.5430	3,000.00
Vehicle Lease Payments	101.301.5434	-
Cleaning Supplies	101.301.5460	13,500.00
Park Repairs	101.301.5563	34,000.00
Maintenance & Repair	101.301.5564	3,500.00
Capital Improvements	101.301.5600	25,000.00
Total Other Expense		282,500.00
Total Parks Department		508,850.00

Swimming Pools**Personal Services**

Wages - Leisure & Regular	101.302.5150	125,000.00
Total Wages & Salaries		125,000.00

Other

P.E.R.S.	101.302.5220	17,500.00
Medicare	101.302.5260	1,850.00
Water	101.302.5322	5,000.00
Small Equip & Supplies	101.302.5430	10,000.00
Swimming Pool Supplies	101.302.5451	3,500.00
Swimming Pool Chemicals	101.302.5452	31,000.00
Training	101.302.5513	5,000.00
Swimming Pool Repairs	101.302.5566	8,000.00
Capital Improvement	101.302.5600	-
Total Other Expense		81,850.00
Total Swimming Pools		206,850.00

Recreation Programs (including Camp)**Personal Services**

Wages - Director/Chief	101.303.5120	96,210.00
Wages - Leisure - Regular	101.303.5150	70,000.00
Wages - Playground Supervisor	101.303.5151	70,000.00
Wages - Ball Diamond	101.303.5153	12,500.00

Wages - Secretary	101.303.5191	52,060.00
Wages - Overtime	101.303.5199	500.00
Total Wages & Salaries		301,270.00
<u>Other</u>		
Hospitalization	101.303.5210	55,800.00
P. E. R. S.	101.303.5220	42,200.00
Medicare	101.303.5260	4,400.00
Insurance	101.303.5330	30,000.00
Contract Umpires	101.303.5350	2,500.00
Contract Officials	101.303.5351	7,000.00
Contract Instructors	101.303.5354	1,000.00
Small Equipment & Supplies	101.303.5430	9,500.00
League Supplies	101.303.5433	2,800.00
Vehicle Lease Payments	101.303.5434	7,000.00
Fee Fund Supplies	101.303.5454	3,500.00
Recreation Program Supplies	101.303.5456	42,000.00
Concessions	101.303.5457	1,000.00
Youth Basketball Expenses	101.303.5458	7,500.00
Youth Baseball Expenses	101.303.5459	5,000.00
Paver Bricks Engraving	101.303.5470	200.00
Training	101.303.5513	1,500.00
Office Supplies	101.303.5521	9,200.00
Maintenance & Repair	101.303.5564	18,000.00
Capital Improvement	101.303.5600	-
Grant March	101.303.5602	-
Capital Improvement - Grant	101.303.5613	-
Total Other Expense		250,100.00
Total Recreation		551,370.00
<u>Housing & Building Inspection</u>		
Wages - Director/Chief	101.401.5120	92,520.00
Wages - Housing Inspectors	101.401.5125	95,640.00
Wages - Secretary	101.401.5191	51,565.00
Retirement Benefit Payout	101.401.5195	-
Wages - Overtime	101.401.5199	600.00
Total Wages & Salaries		240,325.00
<u>Other</u>		
Hospitalization	101.401.5210	86,600.00
P. E. R. S.	101.401.5220	34,000.00
Medicare	101.401.5260	3,500.00
Professional Services	101.401.5319	-
Telephone	101.401.5324	1,320.00
Contract Services	101.401.5354	10,000.00
Gas & Oil	101.401.5420	4,000.00
Small Equip & Supplies	101.401.5430	1,000.00
Vehicle Lease Payments	101.401.5434	14,000.00
Schools & Training	101.401.5513	1,000.00
Office Supplies	101.401.5521	6,000.00
Maintenance & Repair	101.401.5564	7,000.00
Misc Expenses	101.401.5568	-

Capital Improvements	101.401.5600	-
Total Other Expense		168,420.00
Total Building Department		408,745.00
<u>Garbage & Refuse Collection</u>		
<u>Other</u>		
Yardwaste Disposal	101.501.5362	13,000.00
Curbside Recycling	101.501.5363	2,000.00
Total Other Expense		15,000.00
Total Refuse Collection		15,000.00
<u>Transportation</u>		
<u>Personal Services</u>		
Wages - Regular	101.601.5140	158,600.00
Wages - Service Summer Employees	101.601.5143	-
Retire Benefit Payout	101.601.5195	-
Wages - Overtime	101.601.5199	10,000.00
Total Wages & Salaries		168,600.00
<u>Other</u>		
Hospitalization	101.601.5210	73,000.00
P. E. R. S.	101.601.5220	23,600.00
Medicare	101.601.5260	2,500.00
Telephone	101.601.5324	-
Engineering Fees	101.601.5360	-
Sand - Gravel - Concrete	101.601.5410	-
Small Equipment & Supplies	101.601.5430	1,500.00
Tools	101.601.5440	1,500.00
BWC Grant Expenses	101.601.5516	55,000.00
Maintenance & Repair	101.601.5564	1,800.00
Capital Improvement	101.601.5600	-
Heavy Equipment Replacement	101.601.5601	-
Transfer to State Highway Imp.	101.601.5902	-
Total Other Expense		158,900.00
Total Transportation		327,500.00
<u>Technology Dept.</u>		
<u>Personal Services</u>		
Wages - IT Director	101.700.5170	-
Wages - Part Time	101.700.5198	2,560.00
Total Wages & Salaries		2,560.00
<u>Other</u>		
P. E. R. S.	101.700.5220	400.00
Medicare	101.700.5260	40.00
Professional Services	101.700.5319	30,000.00
Internet	101.700.5325	19,800.00
Network Equipment & Supplies	101.700.5431	8,000.00
Total Other Expense		58,240.00
Total Technology Dept.		60,800.00

Mayor's Office**Personal Services**

Wages - Mayor	101.701.5105	60,000.00
Wages - Safety Director	101.701.5106	31,050.00
Wages - Secretary	101.701.5191	28,500.00
Wages - Overtime	101.701.5199	-
Total Wages & Salaries		119,550.00

Other

Hospitalization	101.701.5210	29,500.00
P. E. R. S.	101.701.5220	17,000.00
Medicare	101.701.5260	1,750.00
Contract Services	101.701.5354	-
Small Equip & Supplies	101.701.5430	500.00
Schools & Training	101.701.5513	2,500.00
Total Other Expenses		51,250.00
Total Mayor's Office		170,800.00

Finance Administration**Personal Services**

Wages - Director/Chief	101.702.5120	117,485.00
Wages - Finance Staff	101.702.5160	115,285.00
Retirement Benefit Payout	101.702.5195	-
Total Wages & Salaries		232,770.00

Other

Hospitalization	101.702.5210	97,500.00
P. E. R. S.	101.702.5220	32,600.00
Medicare	101.702.5260	3,325.00
Contract Employees	101.702.5354	-
Bank Service Charges	101.702.5383	-
Small Equip & Supplies	101.702.5430	21,700.00
Schools & Training	101.702.5513	1,550.00
Capital Improvements	101.702.5600	-
Total Other Expense		156,675.00
Total Finance Department		389,445.00

Legal Administration**Personal Services**

Legal Retainer	101.703.5114	116,225.00
Total Wages & Salaries		116,225.00

Other

P. E. R. S.	101.703.5220	16,500.00
Medicare	101.703.5260	1,700.00
Legal Advertising	101.703.5310	7,000.00
Consulting Services	101.703.5318	10,000.00

Law Books & Periodicals	101.703.5512	-
Schools & Training	101.703.5513	-
Miscellaneous Expenses	101.703.5568	-
Total Other Expense		35,200.00
Total Legal Department		151,425.00

Administrative Support Service Dept.**Personal Services**

Wages - Director/Chief	101.704.5120	94,538.00
Wages - Secretary	101.704.5191	53,560.00
Wages - Overtime	101.704.5199	500.00
Total Wages & Salaries		148,598.00

Other

Hospitalization	101.704.5210	70,800.00
P. E. R. S.	101.704.5220	21,000.00
Medicare	101.704.5260	2,200.00
Uniforms	101.704.5270	25,000.00
Telephone	101.704.5324	2,160.00
Contract Services	101.704.5354	20,000.00
Gas & Oil	101.704.5420	12,000.00
Small Equip & Supplies	101.704.5430	7,850.00
Vehicle Lease Payments	101.704.5434	10,700.00
Schools & Training	101.704.5513	8,000.00
Office Supplies	101.704.5521	7,000.00
Radio	101.704.5561	-
Maintenance & Repair	101.704.5564	5,000.00
Capital Improvement	101.704.5600	3,600.00
Stormwater Management	101.704.5604	10,000.00
Total Other Expense		205,310.00
Total Service Department		353,908.00

Legislative**Personal Services**

Wages - Council Salaries	101.705.5110	72,000.00
Wages - Council Clerk	101.705.5113	23,685.00
Total Wages & Salaries		95,685.00

Other

P. E. R. S.	101.705.5220	13,500.00
Medicare	101.705.5260	1,400.00
Social Security	101.705.5265	-
Small Equip & Supplies	101.705.5430	-
Miscellaneous Expenses	101.705.5568	10,000.00
Total Other Expense		24,900.00
Total General Govt.		120,585.00

Municipal Court Costs & Fees**Other**

Court Costs & Fees	101.706.5315	60,000.00
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Jury & Witness Fees	101.706.5316	10.00
Total Other Expense		60,010.00
Total Municipal Court		60,010.00

Civil Service Commission**Other**

Civil Service Operations	101.707.5317	30,000.00
Training	101.707.5513	500.00
Total Other Expense		30,500.00
Total Civil Service Commission Operations		30,500.00

Lands & Buildings**Personal Services**

Wages - Regular	101.708.5140	63,985.00
Wages - Overtime	101.708.5199	4,000.00
Total Wages & Salaries		67,985.00

Other

Hospitalization	101.708.5210	29,100.00
P. E. R. S.	101.708.5220	9,600.00
Medicare	101.708.5260	1,000.00
Electricity & Heating	101.708.5320	83,000.00
Water	101.708.5322	6,000.00
Landscaping Services	101.708.5352	28,000.00
Contract Cleaning Service	101.708.5353	-
Street Signs	101.708.5364	2,000.00
Small Equip & Supplies	101.708.5430	6,500.00
Cleaning Supplies	101.708.5460	20,000.00
Maintenance & Repair	101.708.5564	115,000.00
Capital Improvements	101.708.5600	45,000.00
Total Other Expense		345,200.00
Total Lands & Buildings		413,185.00

Engineering**Other**

Engineering Fees	101.709.5360	140,000.00
Total Other Expense		140,000.00
Total Engineering Fees		140,000.00

County Auditor Deductions**Other**

State Auditors Fees	101.710.5380	70,000.00
State Prop Admin Fees	101.710.5386	400.00
County Treasurer Fees	101.710.5390	40,000.00
Workers Compensation	101.710.5391	175,000.00
County Election Fees	101.710.5393	8,500.00
County Delinquent Land Advertising	101.710.5394	1,000.00
Total Other Expense		294,900.00
Total County Auditor Deductions		294,900.00

Administrative Support**Other**

Contingent Liability	101.711.5220	5,000.00
Professional Services	101.711.5319	35,000.00
Telephone	101.711.5324	37,000.00
Insurance	101.711.5330	37,000.00
Unemployment Compensation	101.711.5331	4,000.00
Charge for Income Tax Collections	101.711.5340	130,000.00
Ohio Municipal League	101.711.5371	2,500.00
Codification	101.711.5372	11,000.00
Land Acquisitions	101.711.5375	-
Renovation/Demolition Costs	101.711.5376	-
Small Equip & Supplies	101.711.5430	5,000.00
Network Equip & Supplies	101.711.5431	-
Fireworks	101.711.5481	3,150.00
BWC Grant Expenses	101.711.5516	-
Office Supplies	101.711.5521	19,000.00
Miscellaneous Expenses	101.711.5568	10,000.00
Capital Improvements	101.711.5600	450,000.00
SID Reimbursements	101.711.5715	39,000.00
Transfer to Fund 301	101.711.5904	-
Transfer to Fund 401	101.711.5905	-
Transfer to Fund 220	101.711.5906	50,000.00
Transfer to Fund 218	101.711.5909	-
Transfer to Fund 211	101.711.5913	-
Transfer to Fund 213	101.711.5916	-
Transfer to Fund 240	101.711.5921	-
Transfer to Fund 230	101.711.5923	-
Transfer to Fund 227	101.711.5934	-
Refunds	101.711.5971	16,000.00
Unclaimed Funds	101.711.5972	2,000.00
Advance Fund 214	101.711.5975	-
Advance Fund 213	101.711.5976	-
Advance Fund 434	101.711.5986	56,800.00
Advance Fund 435	101.711.5987	70,500.00
Advance Fund 223	101.711.5989	-
Advance Fund 205	101.711.5990	-
Advance Fund 433	101.711.5991	-
Advance Fund 224	101.711.5992	-
Advance Fund 227	101.711.5995	53,656.00
Advance Fund 431	101.711.5996	-
Advance Fund 432	101.711.5997	-
Total Other Expense		1,036,606.00
Total Administrative Support		1,036,606.00

Public Relations

Public Relations	101.713.5535	-
Total Public Relations		-

Economic Development

Professional Services	101.714.5319	-
Contract Services	101.714.5354	-
Total Economic Development		-

TOTAL GENERAL FUND: 11,446,702.00

SECTION 3. That there be appropriated from the Street Construction, Maintenance & Repair Fund:

SCM&R FUND

Personal Services

Wages - Summer Employment	202.601.5143	-
Wages - Service - Regular	202.601.5185	345,315.00
Retirement Benefit Payout	202.601.5195	-
Wages - Overtime	202.601.5199	12,000.00
Total Wages & Salaries		357,315.00

Other

Hospitalization	202.601.5210	92,700.00
P. E. R. S.	202.601.5220	50,100.00
Medicare	202.601.5260	5,200.00
Engineering Fees	202.601.5360	10,000.00
Street Signs	202.601.5364	15,000.00
Freeway Maintenance	202.601.5366	22,000.00
Street Resurface & Repair	202.601.5367	22,000.00
Street Lining	202.601.5368	100,000.00
Small Equipment & Supplies	202.601.5430	4,500.00
Vehicle Lease Payments	202.601.5434	5,350.00
Tools	202.601.5440	2,000.00
Ohio EPA Grant Expenses	202.601.5514	-
Maintenance & Repair	202.601.5564	60,000.00
Vehicle Maintenance & Repair	202.601.5565	15,000.00
Capital Improvement	202.601.5600	78,000.00
Heavy Equipment Replacement	202.601.5601	-
Note Principal	202.711.5703	-
Note Interest	202.711.5704	-
Total Other Expense		481,850.00
TOTAL SCM&R FUND		839,165.00

SECTION 4. That there be appropriated from the State Highway Fund:

STATE HIGHWAY IMPROVEMENT FUND

Other

Road Salt	203.601.5465	75,000.00
Total Other Expense		75,000.00
TOTAL STATE HIGHWAY IMPROVEMENT FUND		75,000.00

SECTION 5. That there be appropriated from the Street Lighting Fund:

STREET LIGHTING FUND

Other

Street Lighting	204.502.5326	225,000.00
Engineering Fees	204.502.5360	-
State Prop Admin Fees	204.502.5386	30.00
County Treasurer Fees	204.502.5390	3,000.00
Small Equipment & Supplies	204.502.5430	1,500.00
Equipment Maintenance	204.502.5564	-
Capital Improvement	204.502.5600	-
Total Other Expense		229,530.00
TOTAL STREET LIGHTING FUND		229,530.00

SECTION 6. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

SEWER REVENUE FUND

Personal Services

Wages - Regular	205.503.5140	320,900.00
Wages - Summer Employees	205.503.5143	-
Retirement Benefit Payout	205.503.5195	26,000.00
Wages - Overtime	205.503.5199	7,500.00
Total Wages & Salaries		354,400.00

Other

Hospitalization	205.503.5210	124,000.00
P. E. R. S.	205.503.5220	46,000.00
Medicare	205.503.5260	4,800.00
Wickliffe Sewer Charges	205.503.5323	70,000.00
Insurance	205.503.5330	20,000.00
Contract Services	205.503.5354	-
Euclid Disposal Plant	205.503.5361	2,830,000.00
Sewer Maintenance	205.503.5367	39,500.00
Lake County Billing Fees	205.503.5382	110,000.00
County Treasurer Fees	205.503.5390	10,000.00
Gas & Oil	205.503.5420	15,000.00
Small Equipment & Supplies	205.503.5430	1,500.00
Vehicle Lease Payments	205.503.5434	-
Schools & Training	205.503.5513	1,000.00
Maintenance & Repair	205.503.5564	7,000.00
Miscellaneous Expenses	205.503.5568	-
Sewer Lateral Repairs	205.503.5569	-
Capital Improvements	205.503.5600	100,500.00
General Refunds	205.503.5971	1,000.00
Engineering Fees	205.709.5360	25,000.00
Note Principal	205.711.5703	32,350.00
Note Interest	205.711.5704	-
Transfer to Fund 422	205.711.5919	-
Return of Advance to Fund 101	205.711.5977	-
Advance to Fund 430	205.915.5994	-
Total Other Expense		3,437,650.00
TOTAL SEWER REVENUE FUND		3,792,050.00

SECTION 7. That there be appropriated from the Police & Fire Capital Improvement Fund:

POLICE & FIRE CAPITAL IMPROVEMENT FUND

Other

Small Equipment - Police	207.101.5430	56,200.00
Capital Improvements - Police	207.101.5610	-
Lease Principal-Police	207.101.5703	144,100.00
Lease Interest-Police	207.101.5704	16,100.00
Small Equipment - Fire	207.102.5430	19,340.00
BWC Grant Expenses	207.102.5516	-
Capital Improvements - Fire	207.102.5611	7,500.00
State Prop Admin Fees	207.710.5386	35.00
County Treasurer Fees	207.710.5390	3,000.00
Note Principal-Fire	207.711.5703	66,650.00
Note Interest-Fire	207.711.5704	9,055.00
Transfer to Fund 301	207.711.5904	-
Advance to Fund 223	207.711.5989	-
Total Other Expense		321,980.00
TOTAL POLICE & FIRE CAPITAL FUND		321,980.00

SECTION 8. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND**Personal Services**

Wages - Director/Chief	208.102.5120	47,035.00
Wages - P/T Firefighters & Officers	208.102.5138	757,950.00
Wages - F/T Firefighters & Officers	208.102.5139	82,085.00
Wages - Secretary	208.102.5191	24,140.00
Retirement Benefit Payout	208.102.5195	-
Wages - Overtime	208.102.5199	7,200.00
Total Wages & Salaries		918,410.00

Other

Hospitalization	208.102.5210	68,000.00
P. E. R. S.	208.102.5220	5,400.00
Police & Fire Pension	208.102.5230	31,000.00
Medicare	208.102.5260	13,325.00
Social Security	208.102.5265	47,000.00
Clothing - Original Issue	208.102.5271	11,250.00
Replacement Safety Clothing	208.102.5272	18,000.00
Professional Services	208.102.5319	-
Telephone	208.102.5324	2,466.00
Insurance	208.102.5330	17,550.00
Engineering Fees	208.102.5360	-
EMS Collection Fees	208.102.5385	13,950.00
State Prop Admin Fees	208.102.5386	100.00
County Treasurer Fees	208.102.5390	9,000.00
Gas & Oil	208.102.5420	9,900.00
Small Equipment & Supplies	208.102.5430	30,860.00
Vehicle Lease Payments	208.102.5434	1,350.00
Schools & Training	208.102.5513	8,775.00
EMS Grant Expenses	208.102.5515	-
Office Supplies	208.102.5521	4,410.00
Radio	208.102.5561	2,830.00

Maintenance & Repair	208.102.5564	27,800.00
Capital Improvements	208.102.5600	7,470.00
Total Other Expense		330,436.00
TOTAL FIRE EMERGENCY RESCUE FUND		1,248,846.00

SECTION 9. That there be appropriated from the Sanitary & Sewer Lateral Levy Fund:

SANITARY & STORM SEWER LATERAL LEVY FUND

Personal Services

Wages - Regular	211.503.5140	-
Wages - Overtime	211.503.5199	-
Total Wages & Salaries		-

Other

P. E. R. S.	211.503.5220	-
Medicare	211.503.5260	-
Engineering	211.503.5360	25,000.00
State Prop Admin Fees	211.503.5386	14.00
County Treasurer's Fees	211.503.5390	1,500.00
Sewer Lateral Repairs	211.503.5569	200,000.00
Capital Improvements	211.503.5600	-
Total Other Expense		226,514.00
TOTAL SANITARY & STORM SEWER LATERAL LEVY FUND		226,514.00

SECTION 10. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

Engineering Fees	213.601.5360	-
Street Resurfacing & Repair	213.601.5367	-
Street Lining	213.601.5368	-
Engineering Fees-SS4A-Federal	213.601.5518	200,000.00
Miscellaneous Expenses	213.601.5568	-
Legal Fees	213.711.5318	-
State Prop Admin Fees	213.711.5386	120.00
County Treasurer Fees	213.711.5390	10,500.00
Return Advance Fund 101	213.711.5977	-
Transfer-Fund 429	213.912.5933	-
Street Resurfacing-E. 327th St. Phase 2	213.601.5360	-
Transfer-Fund 431	213.916.5934	-
Total Other Expense		210,620.00
TOTAL STREET IMPROVEMENT LEVY FUND		210,620.00

SECTION 11. That there be appropriated from the Recreation Improvement Levy Fund:

RECREATION IMPROVEMENT LEVY FUND

Other

Maintenance & Repair-Pools	214.302.5564	-
Miscellaneous Expenses-Pools	214.302.5568	-
Capital Improvements-Pools	214.302.5614	35,000.00
Small Equip & Supplies-Recreation	214.303.5430	-

Miscellaneous Expenses-Recreation	214.303.5568	-
Capital Improvements-Recreation	214.303.5600	25,000.00
Engineering	214.709.5360	-
Legal Fees	214.711.5318	-
State Prop Admin Fees	214.711.5386	8.00
County Treasurer Fees	214.711.5390	800.00
Return of Advance to Fund 101	214.711.5977	-
Total Other Expense		60,808.00
TOTAL RECREATION IMPROVEMENT LEVY FUND		60,808.00

SECTION 12. That there be appropriated from the Permissive License Fee Fund:

PERMISSIVE LICENSE FEE FUND

Other

Traffic Signals	215.601.5326	40,000.00
Traffic Lights	215.601.5328	16,000.00
Insurance	215.601.5330	13,000.00
Engineering	215.601.5360	-
Street Signs	215.601.5364	3,000.00
Street Resurface & Repair	215.601.5367	30,000.00
Street Lining	215.601.5368	-
Gas & Oil	215.601.5420	18,000.00
Equipment Maintenance	215.601.5564	-
Miscellaneous Expenses	215.601.5568	-
Capital Improvement	215.601.5600	-
Total Other Expense		120,000.00
TOTAL PERMISSIVE LICENSE FEE FUND		120,000.00

SECTION 13. That there be appropriated from the DUI Education & Enforcement Fund:

DUI EDUCATION & ENFORCEMENT FUND

Other

DUI Education & Enforcement	217.101.5530	2,000.00
Capital Improvement	217.101.5600	-
Total Other Expense		2,000.00
TOTAL DUI EDUCATION & ENFORCEMENT FUND		2,000.00

SECTION 14. That there be appropriated from the Drug Law Enforcement Fund:

DRUG LAW ENFORCEMENT FUND

Other

Equipment & Supplies	218.101.5430	200.00
Training	218.101.5513	500.00
Capital Equipment	218.101.5600	-
Total Other Expense		700.00
TOTAL DRUG LAW ENFORCEMENT FUND		700.00

SECTION 15. That there be appropriated from the Senior Citizens Center Fund:

SENIOR CITIZENS CENTER FUND

Personal Services

Wages	220.304.5120	49,825.00
Retirement Benefit Payout	220.304.5195	-
Wages - Part Time	220.304.5198	23,500.00
Total Wages & Salaries		73,325.00

Other

Hospitalization	220.304.5210	14,000.00
P. E. R. S.	220.304.5220	10,500.00
Medicare	220.304.5260	1,100.00
Electricity & Heating	220.304.5320	4,300.00
Gas & Oil	220.304.5420	-
Small Equip & Supplies	220.304.5430	1,500.00
Program Supplies	220.304.5453	3,000.00
Office Supplies	220.304.5521	5,000.00
Maintenance & Repair	220.304.5564	8,000.00
Capital Improvement	220.304.5600	-
Levy Fund	220.304.5603	38,000.00
Total Other Expense		85,400.00
TOTAL SENIOR CITIZENS CENTER FUND		158,725.00

SECTION 16. That there be appropriated from the Emergency Management Fund:

EMERGENCY MANAGEMENT FUND**Other**

Transfer to Fund 208	221.711.5901	-
Transfer to Fund 202	221.711.5903	-
Transfer to Fund 205	221.711.5907	-
Transfer to Fund 101	221.711.5911	-
Transfer to Fund 221	221.711.5924	-
Total Other Expense		-
TOTAL EMERGENCY MANAGEMENT FUND		-

SECTION 17. That there be appropriated from the Homeland Security Grant Fund:

HOMELAND SECURITY GRANT FUND**Other**

Small Equip & Supplies	223.102.5430	-
Capital Improvement	223.102.5600	-
Return of Advance to Fund 101	223.711.5977	-
Return of Advance to Fund 207	223.711.5980	-
Total Other Expense		-
TOTAL HOMELAND SECURITY GRANT FUND		-

SECTION 18. That there be appropriated from the Community Block Grant Fund:

COMMUNITY BLOCK GRANT FUND**Other**

Capital Improvements	224.711.5600	-
Return of Advance to 101	224.711.5977	224,297.25
Total Other Expense		224,297.25
TOTAL COMMUNITY BLOCK GRANT FUND		224,297.25

SECTION 19. That there be appropriated from the NOPEC Grant Fund:

NOPEC GRANT FUND

Other

Engineering Fees	227.709.5360	-
Capital Improvements	227.711.5600	57,882.44
Return of Advance to Fund 101	227.711.5977	53,656.00
Total Other Expense		111,538.44
TOTAL NOPEC GRANT FUND		111,538.44

SECTION 20. That there be appropriated from the Local Fiscal Recovery/ARPA Fund:

LOCAL FISCAL RECOVERY/ARPA FUND

Personnel

Wages-Firefighters & Officers	228.102.5138	-
Total Wages & Salaries		-

Other

Small Equipment & Supplies	228.101.5430	-
Capital Improvement-Police	228.101.5600	-
Capital Improvement-Fire	228.102.5600	-
Capital Improvement-Recreation	228.303.5600	-
Capital Improvement-Sewer	228.503.5600	-
Capital Improvement-CC HVAC	228.711.5600	-
Capital Improvements-E. 328th St. Sewer Phase 2	228.915.5600	-
Engineering- E. 305th Sewer Rehab.	228.918.5360	-
Capital Improvement-E. 305th Sewer Rehab.	228.918.5600	-
Total Other Expense		-
TOTAL LOCAL FISCAL RECOVERY/ARPA FUND		-

SECTION 21. That there be appropriated from the OneOhio Opiod Fund:

Other

Small Equipment & Supplies	229.101.5430	-
Capital Improvement-Police	229.101.5600	-
Total Other Expense		-
TOTAL ONEOHIO OPIOD FUND		-

SECTION 22. That there be appropriated from the Law Enforcement Trust Fund:

LAW ENFORCEMENT TRUST FUND

Other

Small Equip & Supplies	230.101.5430	-
Miscellaneous Expenses	230.101.5568	-
Capital Imp. - Police	230.101.5600	-
County Prosecutor Fees	230.710.5395	-
Total Other Expense		-
TOTAL LAW ENFORCEMENT TRUST FUND		-

SECTION 23. That there be appropriated from the Law Enforcement Cont. Training Fund:

LAW ENFORCEMENT CONT. TRAINING FUND**Personal Services**

Wages-Police Officers	232.101.5135	15,385.22
Total Wages & Salaries		15,385.22

Other

Schools & Training	232.101.5513	-
Total Other Expense		-
TOTAL LAW ENFORCEMENT CONT. TRAINING FUND		15,385.22

SECTION 24. That there be appropriated from the Earned Benefits Fund:

EARNED BENEFITS FUND**Other**

Retirement Benefit Payout-Communications	240.100.5195	-
Retirement Benefit Payout-Police	240.101.5195	60,000.00
Retirement Benefit Payout-Parks	240.301.5195	-
Retirement Benefit Payout-Recreation	240.303.5195	-
Retirement Benefit Payout-Building	240.401.5195	-
Retirement Benefit Payout-Sewer	240.503.5195	-
Retirement Benefit Payout-Transportation	240.601.5195	-
Retirement Benefit Payout-Mayor's Office	240.701.5195	-
Retirement Benefit Payout-Finance	240.702.5195	69,200.00
Retirement Benefit Payout-Service	240.704.5195	-
Total Other Expense		129,200.00
TOTAL EARNED BENEFITS FUND		129,200.00

SECTION 25. That there be appropriated from the Fire Loss Claims Fund:

FIRE LOSS CLAIMS FUND**Other**

Miscellaneous Expenses	241.711.5568	49,060.00
Total Other Expense		49,060.00
TOTAL FIRE LOSS CLAIMS FUND		49,060.00

SECTION 26. That there be appropriated from the Bond Retirement Fund:

BOND RETIREMENT FUND**Other**

Legal Fees	301.711.5318	-
State Prop Admin Fees	301.711.5386	6.00
County Treasurer Fees	301.711.5390	550.00
Bond Principal	301.711.5701	-
Bond Interest	301.711.5702	-
Note Principal	301.711.5703	34,070.00
Note Interest	301.711.5704	-
Total Other Expense		34,626.00
TOTAL BOND RETIREMENT FUND		34,626.00

SECTION 27. That there be appropriated from the Municipal Tax Increment Equiv. Fund:

MUNICIPAL TAX INCREMENT EQUIV. FUND

Other

State Prop Admin Fees	302.710.5386	100.00
County Treasurer Fees	302.710.5390	7,000.00
Legal Fees	302.711.5318	-
Miscellaneous Expenses	302.711.5568	-
Capital Improvement	302.711.5600	-
PILOT Reimbursement to W/E Schools	302.711.5720	617,100.00
Total Other Expense		624,200.00
TOTAL MUNICIPAL TAX INCREMENT EQUIV. FUND		624,200.00

SECTION 28. That there be appropriated from the Capital Improvement Fund:

CAPITAL IMPROVEMENT FUND

Other

Capital Improvement - General Admin.	401.711.5600	-
Capital Improvement - Police Dept.	401.711.5610	-
Capital Improvement - Fire Dept.	401.711.5611	-
Capital Improvement - Service Dept.	401.711.5612	-
Capital Improvement - Recreation Dept.	401.711.5614	-
Transfer to Fund 301	401.711.5904	-
Total Other Expense		-
TOTAL CAPITAL IMPROVEMENT FUND		-

SECTION 29. That there be appropriated from the Stormwater Management Capital Improvement Fund:

STORMWATER MANAGEMENT CAPITAL IMPROVEMENT FUND

Other

Engineering Fees	420.711.5360	-
Capital improvements	420.711.5600	-
Engineering Fees-Fairway Blvd.	420.931.5360	-
Capital improvements-Fairway Blvd.	420.931.5600	-
Total Other Expense		-
TOTAL STORMWATER MANAGEMENT CAPITAL IMP. FUND		-

SECTION 30. That there be appropriated from the E. 328th Sewer Improvement Phase 2 Fund:

E. 328TH SEWER IMPROVEMENT PHASE 2 FUND

Other

Engineering Fees	430.915.5360	-
Capital Improvement	430.915.5600	-
Return of Advance to Fund 205	430.915.5978	-
Total Other Expense		-
TOTAL E. 328TH SEWER IMPROVEMENT PHASE 2 FUND		-

SECTION 31. That there be appropriated from the E. 327th Sewer Improvement Phase 2 Fund:

E. 327TH SEWER IMPROVEMENT PHASE 2 FUND

Other

Transfer-Fund 213	431.711.5916	-
Engineering Fees	431.916.5360	-
Capital Improvement	431.916.5600	-
Return of Advance to Fund 101	431.916.5977	-
Total Other Expense		-
TOTAL E. 327TH SEWER IMPROVEMENT PHASE 2 FUND		-

SECTION 32. That there be appropriated from the Fairway Storm Sewer Improvement Fund:

FAIRWAY STORM SEWER IMPROVEMENT FUND**Other**

Engineering Fees	432.917.5360	-
Capital Improvement	432.917.5600	-
Refunds	432.917.5971	-
Return of Advance to Fund 101	432.917.5977	-
Total Other Expense		-
TOTAL FAIRWAY STORM SEWER IMPROVEMENT FUND		-

SECTION 33. That there be appropriated from the E. 305th St. Sewer Improvement Fund:

E. 305TH ST. SEWER IMPROVEMENT FUND**Other**

Engineering Fees	433.918.5360	-
Capital Improvement	433.918.5600	245,300.00
Return of Advance to Fund 101	433.918.5977	207,900.00
Total Other Expense		453,200.00
TOTAL E. 305TH ST. SEWER IMPROVEMENT FUND		453,200.00

SECTION 34. That there be appropriated from the Lakeshore Blvd. Sewer Improvement Fund:

LAKESHORE BLVD. SEWER IMPROVEMENT FUND**Other**

Engineering Fees	434.919.5360	83,600.00
Capital Improvement	434.919.5600	577,300.00
Return of Advance to Fund 101	434.919.5977	56,800.00
Total Other Expense		717,700.00
TOTAL LAKESHORE BLVD. SEWER IMPROVEMENT FUND		717,700.00

SECTION 35. That there be appropriated from the Forestgrove Sewer Improvement Fund:

FORESTGROVE SEWER IMPROVEMENT FUND**Other**

Engineering Fees	435.920.5360	110,600.00
Capital Improvement	435.920.5600	850,500.00
Return of Advance to Fund 101	435.920.5977	70,500.00
Total Other Expense		1,031,600.00
TOTAL FORESTGROVE SEWER IMPROVEMENT FUND		1,031,600.00

SECTION 36. That there be appropriated from the Police Pension Fund:

POLICE PENSION FUND

Other

Police Pension City Liability	801.101.5230	450,000.00
State Prop Admin Fees	801.101.5386	12.00
County Treasurer Fees	801.101.5390	1,100.00
Total Other Expense		451,112.00
TOTAL POLICE PENSION FUND		451,112.00

SECTION 37. That there be appropriated from the Security Deposits Fund:

SECURITY DEPOSITS FUND

Other

Engineering Fees	802.711.5360	4,000.00
Deposit Refunds	802.711.5970	18,000.00
Unclaimed Funds	802.711.5972	1,000.00
Total Other Expense		23,000.00
TOTAL SECURITY DEPOSIT FUND		23,000.00

SECTION 38. That there be appropriated from the Donations & Bequests Fund:

Other

Donation Purchases	803.811.5800	15,000.00
Total Other Expense		15,000.00
TOTAL DONATIONS & BEQUEST FUND		15,000.00

TOTAL ALL FUNDS **22,612,558.91**

SECTION 39. That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 40. 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 Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 41. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to the Lake County Auditor.

SECTION 42. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

PASSED: _____, 2025

Submitted to the Mayor for his approval

Council President

on _____, 2025

ATTEST:

Clerk of Council

Approved by the Mayor on _____, 2025

Mayor



AGREEMENT

between

THE CITY OF WILLOWICK

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (UNION)

(SECRETARIAL UNIT)

EFFECTIVE JANUARY 1, 2025
TO
DECEMBER 31, 2027

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ARTICLE 1
AGREEMENT AND PURPOSE

Section 1.

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

Section 2.

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

Section 3.

This Agreement is made for the purpose of setting forth the terms and conditions of employment, including rates of pay, hours and working conditions, and to establish a peaceful procedure for the resolution of grievances between the parties.

Section 4.

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

ARTICLE 2
RECOGNITION

Section 1.

The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all full-time secretaries. Excluded: confidential (including Mayors' secretary, clerk of council and the secretary of the Civil Service Commission – one (1 position), management level and supervisor employees as defined in Section 4117.01 of the Ohio Revised Code.

Section 2.

The AFSCME Bargaining Unit shall be granted release time without loss of wages

for such time normally scheduled to work, not to exceed a total of thirty-two (32) hours per year, to conduct City of Willowick related AFSCME business which includes Union recommended education or training sessions. A written request for each release time must be submitted, where possible, to the member's immediate supervisor at least three (3) days before such time is taken. This release time is non-cumulative and shall be scheduled in a manner to meet the efficient operational needs of the City.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

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

Determine its location, mission, and policies; set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees for just cause; terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work for more than twelve (12) months normally required of a Bargaining Unit employee; make, publish, and enforce reasonable rules and regulations; determine classifications within, and the size, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; reorganize, discontinue, reduce, or enlarge any department, or portion thereof; determine the methods and means of the work; determine the numbers of personnel required; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

Section 2.

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

Section 3.

If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer

shall advise the Union of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union.

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

Section 4.

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

ARTICLE 4 DUES DEDUCTIONS

Section 1.

Employees who are members of the Union may revoke their Union membership any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 2.

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

Section 3.

- A. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSMCE, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing

number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

- B. Subject to the Union's compliance with Sections (A) and (B) hereof, and 7 (D), the Employer will deduct Union membership dues on a monthly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have voluntarily signed dues deduction forms authorizing said deductions and shall forward the proceeds of such deductions to the Union within thirty-one (31) days of such deductions.
- C. After sixty (60) days of employment as a new employee, the Employer will begin the appropriate dues deductions for Union members during the pay period following the pay period in which an employee's dues authorization card (as specified in Section Seven (7)(A) of this Article) is received by the Employer. Regardless of the reasons for termination of an employee, no deductions will be made for terminated employees for the pay period in which the termination is effective.
- D. When a temporary employee is hired to perform Bargaining Unit work, the Employer shall notify the local steward of the reason for employment and the anticipated duration.

Section 4.

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

Section 5.

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

Section 6.

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

- A. The Union will provide the Employer with written individual dues deduction

authorization cards for each member, which cards will be signed by both the employee and an appropriate officer of the Union and will clearly authorize a voluntary dues deduction from the wages of the employees on a monthly basis corresponding to the Employer's regular pay dates. The Union will provide the Employer, in writing, with the amount of the authorized monthly deduction for each employee. Such authorized amount shall be uniform in dollar amount or shall require no calculation by the Employer.

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

ARTICLE 5
UNION REPRESENTATION

Section 1.

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

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

ARTICLE 6
LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

ARTICLE 7
NON-DISCRIMINATION

Section 1.

Neither party will discriminate against any Bargaining Unit member based on age,

sex, race, color, religion, national origin, ancestry, handicap, membership or non-membership in the Union.

ARTICLE 8 BULLETIN BOARD

Section 1.

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

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

ARTICLE 9 PROBATIONARY PERIOD

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 10
SENIORITY

Section 1.

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

Section 2.

Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more consecutive 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 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.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 11
LAYOFF AND RECALL

Section 1.

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

Section 2.

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

- A. Seasonal or temporary employees in the respective classification.
- B. Probationary employees in the respective classification. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority.

Section 3.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees shall be recalled, in the inverse order of their layoff.

Section 4.

Employees originally affected by a layoff shall be given notice of layoff five (5) 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.

Section 5.

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

the Local Union representative. Failure to return from such recall notice shall constitute a voluntary resignation.

Section 6. - BUMP

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

Section 7.

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

ARTICLE 12 POSTING

Section 1.

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

Section 2.

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

Section 3.

Applications may also be taken from outside the Bargaining Unit.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 13
HOURS OF WORK

Section 1.

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

Section 2.

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

Section 3.

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

Employees may be assigned alternative workday and hour schedules as determined by the Employer. Except in cases beyond the control of the Employer, employees shall be given four (4) weeks advance notice of a normal work week schedule change. Any changes to current work schedules will be discussed with the Union prior to implementation. In cases where general operational hours are expanded, employees will be assigned on a rotating basis among qualified employees.

The parties recognize a particular division or service may require the normally

assigned employee be designated to work the assignment.

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

Section 4.

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

ARTICLE 14
OVERTIME

Section 1.- OVERTIME COMPENSATION

- A. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.
- B. Whenever any Bargaining Unit member, employed on a full-time basis, actually works more than forty (40) hours in one week, he or she may, in lieu of overtime compensation, be provided with compensatory time off up to one hundred (100) hours cumulative. Such compensatory time off shall be computed at a rate of one and one-half (1-1/2) times the regular time worked. Such compensatory time off may be carried over from year to year.
- C. A Bargaining Unit employee shall be permitted to sell back (one time) up to twenty (20) hours of compensatory time each calendar year. Employees shall submit a written request for payment by November 15th to receive such compensation in the first check paid in December.
- D. For purposes of computing overtime pay and/or compensatory time; holidays, vacation days, compensatory days and personal days shall be counted as time actually worked. Sick leave shall not be construed as time actually worked.

ARTICLE 15
WORK RULES

Section 1.

The Employer may prepare, issue and enforce reasonable work rules, efficiency standards, and safety regulations in the exercise of a management function. Such rules shall not be in conflict with this Agreement and shall be uniformly enforced to provide a safe, orderly, and efficient operation. Programmatic requirements, procedures, policies, or

rules are not work rules and remain within Management's right to change, enforce, establish, etc. and are not subject to the conditions set out herein and are not grievable.

ARTICLE 16 DISCIPLINARY ACTION

Section 1.

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

Section 2.

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

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

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

Section 3.

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

- C. The notice of intent required by this Section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a disciplinary hearing upon those charges, his right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated Union representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Union has a representative on duty.
- D. Prior to the scheduled time for hearing the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Union, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.
- E. At the hearing provided for herein, the employee shall be afforded an opportunity to respond to the charges against him, and to advance any versions of events, explanations, or mitigating circumstances which he believes operate to his benefit.

Section 4.

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

Section 5.

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

Records of any suspensions of five (5) days or less will cease to have force and effect and shall not be used in progressive disciplinary measures three (3) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.

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

Section 6.

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

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

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

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

6. Desired remedy to resolve the grievance
7. Signature of grievant or steward

Section 3.

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

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

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

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

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

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

Section 4.

The following procedure shall be as follows:

STEP 1 - The Union and/or employee shall refer the written grievance to the designated supervisor within fifteen (15) days of the occurrence which gave rise to the grievance. The supervisor or his designee shall have ten (10) days in which to schedule a meeting with the employee and/or representative. A written response shall be provided within five (5) days of such meeting. Absent a scheduled meeting, the supervisor or his designee shall investigate and respond in writing to the employee and/or representative within fifteen (15) days following the submission of the grievance.

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

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

STEP 3 – Arbitration – If the grievance is not satisfactorily settled in Step 2, the Union may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 2 of the grievance procedure.

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

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

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

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

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

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

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable

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

ARTICLE 18 PERSONNEL FILES AND POLICY

Section 1.

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

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

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

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

ARTICLE 19 DRUG TESTING

Section 1.

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

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

Section 2.

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

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

Section 3.

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

Section 4.

In the event an employee tests positive for drugs, a confirmatory test using the GC/MS (gas chromatography/mass spectrometry) methods will be performed, utilizing a portion of the original sample, which will be performed by a certified SAMHSA laboratory. If such confirmatory test is also positive, such employee shall be subject to discipline up to and including discharge. A rehabilitation program may also be included if the circumstances so warrant.

Section 5.

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

Section 6.

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

ARTICLE 20
WAGES

Wage schedule shall reflect a three and one-half percent (3 1/2%) increase effective the first full pay after January 1, 2025, and three and three quarters percent (3 3/4%) in the first full pay in 2026 and four percent (4%) in the first full pay in 2027 .

The base hourly wage rates applicable to full-time and part-time employees in the secretarial and clerical classifications covered by this Agreement shall be established as follows:

Effective first full pay after January 1, 2025, Full-Time

SECRETARY II
Start – 21.37
1 – 22.21
2 – 23.06
3 – 23.89
4 – 24.79

Effective first full pay in 2026

SECRETARY II
Start – 22.17
1 – 23.04
2 – 23.92
3 – 24.79
4 – 25.72

Effective first full pay in 2027

SECRETARY II
Start – 23.06
1 – 23.96
2 – 24.88
3 – 25.78
4 – 26.75

Section 2.

Normally, employees shall receive the base hourly rate established as the starting rate for the classification in which they are hired. Such new hires shall advance after one (1) year of service, Thereafter, they shall advance annually. Based on performance, after a 12 month period, the employer may advance an employee insteps but not above the rates of the current bargaining unit members in the same classification. Years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick. If the Employer determines a new employee's skills and ability exceed the starting rate established, the Employer may start the employee at a rate higher than the starting level, but not at nor above present Bargaining Unit employees in the same classification.

Section 3.

Employees who successfully apply for and are placed in a classification considered a promotion shall be placed at the stepthat provides an increase in base hourly wage rate and

advance annually based on a year of service in the active pay status.

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

Section 4.

Employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick, as set out below in this section. 2080 hours of service credit shall equal one (1) year. Such compensation shall be added to the employee's base hourly rate, pursuant to the following schedule:

YEARS OF SERVICE (SENIORITY)

After five (5) years	\$0.24
After ten (10) years	\$0.48
After fifteen (15) years	\$0.72
After twenty (20) years	\$0.96

Such rates are in total and are not accumulative. Any compensation added to the employee's hourly rate as set out in this Section shall not be considered in determining placement into other classification schedules set out in Section 6 of this Article.

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

The active pay status standard, as set out throughout this Agreement, shall only apply prospectively and therefore any time previous to January 1, 2011, which could be considered outside of active pay status shall not be counted in calculating time outside of active pay status.

Section 5.

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

ARTICLE 21

SICK TIMESection 1. – SICK LEAVE

- A. Each full-time Bargaining Unit member shall be entitled, for each complete month of service to the City, to be absent for one and one-fourth (1-1/4) workdays 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/her usual service if it had been performed on such days.
- C. Unused sick leave may be accumulated without limit.
- D. When approved by the Mayor, a Bargaining Unit member may use sick leave as provided in Subsection A above, for absence due to illness, injury, pregnancy-related condition, exposure to contagious disease which could be communicated to other Bargaining Unit members and to illness or death in the Bargaining Unit member's immediate family. Immediate family shall mean the employee's spouse, child, parent, brother, sister, grandparent or grandchild. Nothing contained in this Section shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics,
- E. Except as provided in Subsection F hereof, sick leave credit shall be effective only during such time as a Bargaining Unit member remains in the employ of the City and no Bargaining Unit member shall be entitled to any compensation in any form for any unused sick leave credit remaining upon the termination of his/her employment with the City. However, the previously accumulated sick leave of a Bargaining Unit member whose employment with the city has been terminated may, with approval of the Mayor, be placed to his/her credit in the event of his/her re-employment by the City within a period of three (3) years from the date of his/her last employment by the City. A full-time employee who becomes part-time shall not lose any accrued sick leave bank. In such cases an employee who would have been eligible for a sick leave cash out upon retirement shall maintain such right of cash out.

- F. After ten (10) years full-time employment with the City of Willowick and upon the retirement under PERS terms and conditions, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member is currently employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick as follows:
1. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.
 2. In case of death, to the Bargaining Unit member's estate.
 3. In the case of injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, to the employee or for his/her use to the guardian or conservator of his estate.
 4. Such payment will be made when a qualifying event occurs while currently employed with the City of Willowick. No payment will be made to a former employee.
- G. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his/her accumulated sick leave with such public, state or federal agency or program, provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public, state or federal agency or program.
- H. Sick leave transfer credited from any public, state or federal agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick.

Section 2.

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

Section 3. – FAMILY/MEDICAL LEAVE

- A. The Employer shall grant an eligible employee up to twelve (12) weeks leave during a rolling twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave. Such leave shall be granted for a continuous period or intermittently depending on the employee's needs.
- B. Employees shall be granted such leave for the following reasons:
1. Because of the birth of a son or daughter;
 2. Because of the placement of a son or daughter with the employee for adoption or foster care;
 3. To care for a spouse, son, daughter, parent or guardian who has a serious health condition that involves in-patient care in a medical facility or continuing treatment by a health care provider.
 4. Because of a serious health condition that makes the employee unable to perform the functions of his/her job.
- C. Eligible employees shall be defined as an employee employed for at least twelve (12) months who has worked a minimum of 1250 hours during the previous twelve (12) month period.

ARTICLE 22
TRANSITIONAL WORK ASSIGNMENT

Section 1.

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

ARTICLE 23
BEREAVEMENT

Section 1.

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

ARTICLE 24 HOLIDAYS

Section 1. – TIME OFF FOR HOLIDAYS

- A. Each full-time employee shall receive credit for eleven (11) legal holidays in each calendar year. An employee must have completed thirty (30) days of full-time service to be eligible for any scheduled paid holidays. Paid holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 2.

In order to be eligible for holiday pay, an employee must work or be in the active pay status the regularly scheduled workday immediately preceding and immediately following such holiday.

Section 3.

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

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

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

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

Section 4.

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

off as if it were the Sunday.

ARTICLE 25
VACATION

Section 1. – ANNUAL VACATION

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

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

- B. For the purposes of determining the number of vacation days to which each regular full-time employee is entitled, years of service shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick from the last date of hire. 2080 hours of service credit shall equal one year. Each employee shall be entitled to vacation as determined by the schedule for each twelve (12) months worked. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 174 hours in the previous year in an unpaid status.
- C. Schedules for vacations shall be arranged by and approved by the Employer. The vacation schedule will be circulated to the clerical staff, in order by seniority, during the month of January. The completed schedule will be returned to the Employer by the last day of January and posted. Employees shall be permitted to schedule individual days of vacation; however, the scheduling of full weeks shall take precedence over individual days. Any requests which are received after January 31st will be scheduled on a first come, first serve, basis, as approved by the Employer, so as not to conflict with previously scheduled vacation time.
- D. The vacation pay shall be the salary for the employee's regular work week to be computed at the regular hourly rate of such employee.
- E. A full-time employee who becomes part-time shall not lose any accrued unused vacation. Such accrued unused vacation balance shall be based on the number of vacation hours accumulated as a full-time employee. The employee's balance shall be reduced by the number of hours taken as vacation. Such vacation shall be permitted to be scheduled for such time as the

employee would normally be scheduled to work.

- F. A part-time employee who becomes full-time shall begin to accrue vacation as of the date they become full-time. Such employee's seniority date will be determined pursuant to Article 10, Section 5. The established seniority date will be utilized to determine years of service with the City of Willowick and the amount of vacation the employee is entitled to accrue.
- G. Three (3) personal days will be allotted per calendar year for full-time employees, commencing January 1st and ending December 31st. Personal days must be used at any time during this period. A new employee in the first year of employment will be entitled to one (1) personal day for each full quarter remaining in the calendar year hired.

ARTICLE 26
HEALTH INSURANCE

Section 1.

Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract except as altered in section 3 and or 4 of this article. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

Section 2.

Prescription plan limits shall be established as a \$10.00/\$20.00/\$40.00 plan with mail in required for maintenance prescriptions at a two (2) month co-pay for a ninety (90) day supply.

Section 3.

The Employer will pay 87% of the accumulated total of the health, prescription, eye, and Dental care premiums based on the employees plan level eligibility. The employee shall pay 13%. Effective July 1, 2026, the Employer will pay 86% of the accumulated total of the health, prescription, eye and dental care premiums based on the employees' plan level eligibility. The employee shall pay 14%. A four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse, family 3 or more.

Plan design include the following:

- \$75 Emergency Room Copay
- \$50 Urgent Care Copay
- \$20 Dr. Visit Copay

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

Effective July 1, 2025:

	In-network	Out-of-network
Coinsurance	90%/10%	70%/30%
Deductible	\$600/\$1,200	\$1,200/\$2,400
Coinsurance Limit	\$1,400/\$2,800	\$2,800/\$5,600

Payment shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

Section 4.

A city-wide health care cost containment committee shall be established as an informational and advisory committee. The committee shall be comprised of a member of each Bargaining Unit (Dispatchers, Police Officers, Police Sergeants and Lieutenants, Service, Clerical and any additional full-time bargaining unit certified by SERB) and a member of Non-Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advise on elements of the insurance program.

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

ARTICLE 27
MILEAGE

Section 1. - MILEAGE

When it is necessary for the proper conduct of the government, business affairs or functions of the City, for a Bargaining Unit member to drive his/her private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his/her private automobile at the rate of twenty cents (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and their reporting work location. Use of a private automobile must be approved in advance by the Mayor.

ARTICLE 28
NO STRIKE

Section 1.

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

A breach of this Section may be grounds for discipline.

Section 2.

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

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

Section 3. – NO LOCK OUT

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

ARTICLE 29 SAVINGS CLAUSE

Section 1.

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

ARTICLE 30 MUTUALLY AGREED DISPUTE SETTLEMENT PROCEDURE

Section 1.

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

Section 2.

If an agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that SERB appoint a mediator to assist the parties with their negotiations. If the assistance of a mediator is required, the parties agree to meet on not less than two (2) occasions or as mutually agreed in an effort to reach an agreement.

Section 3.

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

**ARTICLE 31
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.

**ARTICLE 32
LENGTH OF AGREEMENT**

Section 1.

This Agreement shall become effective January 1, 2025 , and shall remain in effect until December 31, 2027, and shall automatically renew itself thereafter from year to year, unless written notice of its desire to terminate, modify or negotiate a successor agreement is served by either party upon the other party at least sixty (60) days prior to this Agreement's expiration date.

In witness whereof, the parties have caused this Agreement to be executed
_____.

FOR THE CITY OF WILLOWICK

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

AFSCME LOCAL 688

APPROVED AS TO FORM:

Director of Law

ORDINANCE NO. 2025- 14

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SECRETARIAL UNIT).

WHEREAS, the City has participated in negotiations for a new collective bargaining agreement with the American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit), and an agreement has been reached between the City and the Secretarial Unit, for all full-time secretaries, excluding the Mayor’s secretary, clerk of council, the secretary of the Civil Service Commission and supervisors; and

WHEREAS, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to approve and enter into this Agreement to continue harmonious and cooperative relations with the City’s full-time secretaries, and to ensure the orderly and uninterrupted efficient operations of City Departments 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 American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Secretarial Unit) in a form substantially similar to the “Agreement between City of Willowick and the American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Union) (Secretarial Unit), effective January 1, 2025, through to December 31, 2027,” annexed hereto as Exhibit A and incorporated herein.

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 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: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Clerk of Council

ORDINANCE NO. 2025- 15

AN ORDINANCE AUTHORIZING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILLOWICK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (SERVICE UNIT).

WHEREAS, the City has participated in negotiations for a new collective bargaining agreement with the American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit), and an agreement has been reached between the City and the Service Unit, for all regular employees of the Willowick Service Department, excluding clerical employees and supervisors; and

WHEREAS, the Council and the Administration of the City of Willowick deem it to be in the best interest of the City to approve and enter into this Agreement to continue harmonious and cooperative relations with the City’s regular employees of the Willowick Service Department, excluding clerical employees and supervisors, and to ensure the orderly and uninterrupted efficient operations of City’s Service Department 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 American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Service Unit) in a form substantially similar to the “Agreement between City of Willowick and the American Federation of State, County and Municipal Employees Ohio Council 8, AFL-CIO and AFSCME Local 688 (Union) (Service Unit), effective January 1, 2025, through to December 31, 2027,” annexed hereto as Exhibit A and incorporated herein.

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 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: _____, 2025

Monica Koudela, Council President

Submitted to the Mayor: _____, 2025

Michael Vanni, Mayor

Approved by the Mayor: _____, 2025

ATTEST: _____
Clerk of Council



AGREEMENT

between

THE CITY OF WILLOWICK

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO
COUNCIL 8, AFL-CIO AND AFSCME LOCAL 688 (UNION)

(SERVICE UNIT)

EFFECTIVE JANUARY 1, 2025

TO

DECEMBER 31, 2027

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AGREEMENT

This Agreement is made and entered into this 1st day of January 2025, at Willowick, Ohio, by and between the City of Willowick (hereinafter referred to as the “City”) and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL- CIO and AFSCME Local 688 (hereinafter referred to as the “Union”).

ARTICLE 1
RECOGNITION

1.01 The City hereby recognizes AFSCME as the exclusive bargaining representative for a unit comprised of all regular employees of the Willowick Service department, excluding clerical employees and supervisors.

1.02 The Local Union shall be granted a reasonable amount of compensatory release time, not to exceed twenty-four (24) hours per year, to conduct Union business. A written request for such release time must be submitted to the member’s immediate supervisor at least three days before such time is taken. This release time is non-cumulative.

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 City, the standards of its services, its overall 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; or 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 **CONTRACTORS**

3.01 If the City decides to utilize outside personnel to perform work customarily performed by bargaining unit employees, and if such action is likely to have an impact on the regular operations of the Department, the City agrees to give the Union at least five (5) days advance notice of such action, and, if requested, to meet and discuss such action with the Union.

ARTICLE 4 **UNION SECURITY**

4.01 Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

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

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

4.04 The Union 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 of this Section, the term "City" includes the City of Willowick and its various officers and officials, whether elected or appointed.

ARTICLE 5
LABOR-MANAGEMENT COMMITTEE

5.01 The parties recognize that certain subjects are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the parties may wish to present their views on such subjects to one another.

5.02 The parties agree to establish a Labor-Management Committee. The Committee shall consist of the Mayor and President of the City Council, or their designees, and two Willowick Service Employees designated by the Union. Committee meetings shall be scheduled at the request of either party at reasonable, mutually convenient times, but not more than fourteen (14) days after the request is made 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 week before the scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting. The Labor-Management Committee shall not be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters within the Service Department before raising them at a Labor-Management Committee Meeting.

ARTICLE 6
WAGES

6.01 Effective the first full pay period after January 1, 2025 , employees will be compensated based on the following rates and their designated classification and step.

Effective the first full pay in:

Class I	2025	2026	2027
Hire Rate	33.40	34.65	36.04
After 1 Year	34.29	35.58	37.00
After 2 Years	35.21	36.53	37.99

Effective the first full pay in:

Mechanic	2025	2026	2027
Hire Rate	28.67	29.75	30.94
After 1 Year	30.07	31.20	32.45
After 2 Years	31.43	32.61	33.91
After 3 Years	31.73	32.92	34.24

Effective the first full pay in:

Class II	2025	2026	2027
Hire Rate	20.95	21.58	22.28
After 1 Year	22.69	23.37	24.13
After 2 Years	24.45	25.18	26.00
After 3 Years	26.15	26.93	27.81
After 4 Years	27.83	28.66	29.59
After 5 Years	30.40	31.31	32.33

Effective the first full pay in:

Class III	2025	2026	2027
Hire	18.05	18.73	19.48
After 1 Year	19.46	20.19	21.00
After 2 Years	20.94	21.73	22.60
After 3 Years	22.38	23.22	24.15
After 4 Years	23.76	24.65	25.64
After 5 Years	25.98	26.95	28.03

Effective the first full pay in:

Class IV	2025	2026	2027
	15.00	15.00	15.00

Months and years shall be defined as an employee's uninterrupted length of continuous service in the active pay status with the City of Willowick.

6.03 Employees in Classes II and III shall have the same duties, except that Class II employees must maintain a Commercial Driver's License (CDL) in order to be available to perform additional duties for which such a license is required. However, Class II, Mechanic and/or Class I employees employed as of January 1, 2000, shall not be discharged or demoted solely because they do not have or maintain a CDL. Should the number of Class II employees in possession of a CDL fall below ten (10), the City may demote or lay off Class II employees without a CDL in reverse seniority order in order to hire or promote employees with CDLs until there are ten (10) Class II employees with CDLs.

In recognition of wage adjustments in the Class IV schedules, employees in Class IV positions may be required to perform some Class III duties, without additional compensation, as directed by the supervisor in charge.

The City of Willowick will provide reimbursement for the costs associated with the CDL licensure (travel and lodging, excluded) of any employee who obtains their CDL within one (1) year of their date of hire on the condition that the employee works for the City for a period of two (2) years following the reimbursement. If the employee's employment is severed for any reason during the two (2) year period, the employee shall pay the reimbursement to the City in full. The City may withhold payment of the employee's wages to apply towards the repayment. This provision shall not apply to an employee's renewal of any issued CDL licensure.

6.04 Employees who are promoted shall be promoted to that step which provides an increase in base pay. Employees who are demoted shall not be demoted to a step lower than the one to which they would have progressed had they originally been hired in that class. "Promotion" is defined as any reassignment or transfer to a classification with a higher entry rate;"demotion" is defined as any reassignment or transfer to a classification with a lower entry rate.

6.05 In addition to outside applicants for bargaining unit positions, the City will consider qualified bargaining unit members for positions considered promotions. The decision on the promotion shall be in the complete discretion of the Employer and is not appealable to the grievance procedure.

6.06 The hourly rate of employees assigned to perform the duties of a higher classification for four (4) or more hours in any one (1) day shall be increased by one dollar and fifty cents (\$1.50) per hour for all hours so worked. Employees assigned to perform the duties of a lower classification shall retain their usual hourly rate. The City may require work outside of classification by reverse seniority.

6.07 Effective January 1, 2014, employees shall be granted additional compensation based on years of service defined as an employee's uninterrupted length of continuous service in the

active pay status with the City of Willowick, as set out below in section eight (8) of this article. 2080 hours of service credit shall equal one (1) year. Such compensations shall be added to the employee's base hourly rate, pursuant to the following schedule:

<u>Years of Service</u>	
After five (5) years	\$0.24
After ten (10) years	\$0.48
After fifteen (15) years	\$0.72
After twenty (20) years	\$0.96

Such rates are in total and are not cumulative.

Any compensation added to the employee's hourly rate as set out in this Section shall not be considered in determining placement into other classification schedules set out in Section 4 of this Article.

6.08 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, injury leave and jury duty. 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.

The active pay status standard, as set out throughout this Agreement, shall only apply prospectively and therefore any time previous to January 1, 2011, which could be considered outside of active pay status shall not be counted in calculating time outside of active pay status.

ARTICLE 7
HOURS OF WORK AND OVERTIME

7.01 The normal workday for regular full-time employees shall be eight (8) hours of work between 6:00 a.m. until 6:00 p.m., Monday through Friday. In addition, each employee shall receive, during each workday, a one (1) hour lunch period, of which one-half (1/2) hour will be paid, scheduled by the Employer to meet the operational needs of the department. To be eligible for such one-half (1/2) paid lunch, an employee must work the full day or return to work after lunch and utilize paid time off if leaving before the end of their shift. Accumulated paid leave deductions shall not be reduced by the paid one-half (1/2) lunch when an employee is off. Lunch periods will not be permitted to be scheduled at the start or end of a day to enable an employee to leave early. Physical relief in the field, at times other than the lunch period, must be approved by the employee's Supervisor and shall be limited. The Employer reserves the right to designate a location where the employee will relieve themselves. Each employee shall be allowed additional paid wash-up time of fifteen (15) minutes before the shift ends. Class IV employees will continue to be scheduled and work as they have in the past; scheduled assignments shall be considered a "normal workday."

7.02 If the City requires employees to work outside the normal workday, including emergencies,

it will first seek volunteers from the designated classification(s) who have the skills and/or qualifications necessary to do the work. If not enough volunteers are obtained, the City shall have the right to require employees who possess the necessary skills to work in reverse order of seniority. If more employees volunteer than are needed, the assignments will be made by seniority.

7.03 Any employee who is called to work at any time other than during his or her regularly scheduled shift shall be paid at least three (3) hours' pay. Employees may leave when the reason for the call-out has been properly addressed. The provisions of this Section 3 do not apply to scheduled overtime or to call-outs within two (2) hours of the beginning of the employee's regularly scheduled shift.

7.04 Any bargaining unit member who works more than forty (40) hours during a work week shall be compensated for such time actually worked in excess of forty (40) hours at a rate of pay which is one and one-half times (1-1/2x) his or her regular hourly rate of compensation, subject to Section 5 of this Article.

For purposes of computing overtime pay; holidays, vacation days, compensatory days and personal days shall count as time actually worked. Sick leave shall not be construed as time actually worked.

7.05 Any bargaining unit member who is required to work on a scheduled holiday (any time after the end of the normal shift immediately preceding the holiday and before the beginning of the normal shift immediately following the holiday) shall receive pay at one and one-half times (1-1/2x) his normal hourly rate for the hours worked in addition to the holiday pay to which he or she is entitled.

Any bargaining unit member who works snowplowing/salting on Christmas day or New Year's Eve day, shall be compensated at a rate of two times (2X) his or her regular rate of pay for the hours worked in addition to the holiday pay to which he or she is entitled.

7.06 Compensatory Time. At the discretion of the Service Director, and if the employee agrees, whenever any employee has worked in excess of forty (40) hours during any normal work week, the Director, in lieu of overtime compensation, may provide such employee with compensatory time off earned at the rate of one and one-half times (1-1/2x) the overtime hours worked up to a maximum of one hundred twenty-five (125). All compensatory time off authorized by the Service Director should be used during the calendar year in which it is earned, provided that its use will not unduly disrupt the operation of the Department and will not cause the City to incur additional overtime liability or pyramiding of time. Employees can carry compensatory time off over to the next year or the City may pay the compensatory time off for any one or more bargaining unit employees at the discretion of the City.

7.07 Except for unexpected absences due to illness or other emergencies, requests for time off for personal days, compensatory time, vacation leave, scheduled doctor or dental appointments shall normally be submitted to the Director twenty-four (24) hours in advance of the date desired. Authorization for time off will be dependent on workload, other employee planned absences and the ability to provide adequate staffing.

7.08 Equalization of overtime. The parties recognize there will be overtime scheduled based on "departments" as defined as the various divisions within the Service Department. Employees must be qualified to perform the work. There will also be call outs that are of a specific nature of work regularly performed by employees in a division (i.e., Parks/Buildings/Lands, Roads/Streets, Sewer, Mechanic. And Traffic). Such assignments will be made without regard to the rotating seniority list.

7.09 The City shall maintain the snowplow or "emergency list" rotation list. Should a snowfall or other "emergency" require a call out, employees assigned to the list at the time of the call out will be called first. If additional employees are required, they will be called out based on the rotating seniority list, calling those employees qualified to perform the work. Foreman on the "emergency list" when called for work outside of their department/qualifications, will defer to the foremen in the department where the work applies.

7.10 The Service Department will maintain a rotating seniority list, list. Where overtime is declined on instances where there are no answers to a phone call, answering machine, or other failure shall be credited as if they worked the overtime. The list shall be set up by seniority, initially offering the first opportunities based on most senior employee. A new employee will be placed on the list beginning the next week after completing their probationary period, their seniority being pro-rated to the date of hire.

7.11 Although employees will be credited for overtime in cases where a crew is finishing a project extending beyond the shift or is of the nature performed by one of the divisions and shall not be assigned on the basis of the rotating seniority list.

7.12 In such cases where employees are offered overtime from the rotating list and an employee is inadvertently passed over for an overtime opportunity, they will be offered the next overtime opportunity.

7.13 The City reserves the right to determine if overtime is to be performed; the number of hours to be worked, and the number of employees required to perform the work. If a sufficient number of employees have not agreed to perform the overtime as determined by the Employer; the City may assign the work to qualified employees in reverse order of seniority. Such overtime shall also be credited to the Rotating Seniority list.

7.14 Work All Night: In the event an employee in the Service Department is sent home due to CDL driving limitations during snowplow season, the City shall allow those employees with less than one year of service and no compensatory or personal time the ability to utilize sick leave and still earn overtime for those hours. This will only apply during snow removal events.

ARTICLE 8 **VACATION**

8.01 Annual Vacation.

A. Each regular full-time employee shall receive vacation with pay at his or her regular hourly rate based upon the following schedule of years of service in the active pay status:

<u>Years of Service</u>	<u>Vacation (in working days)</u>
1 or more but less than 5	10
5 or more but less than 10	15
10 or more but less than 15	20
15 or more but less than 20	25
20 or more	30

Vacation days may be taken in any amount desired by each employee, but not less than one full day may be taken without authorization.

B. For the purpose of determining years of service and 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 or as adjusted for prior continuous service, including any time worked for the City under the CETA or EEA program.

C. The vacation pay to which an employee is entitled shall be his or her regular pay based on an eight (8) hour day and forty (40) hour week, all to be computed at the regular hourly rate for such employee.

D. Vacations must be taken within the 12-month period following each employee's anniversary date, except where an employee is unable to take his vacation due to the needs of the City, such unused vacation time maybe carried over into the employee's next vacation year.

E. Each member shall be entitled to one vacation for each twelve months worked. The amount of vacation to which an employee is entitled 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.

8.02 Requests for vacations shall be submitted to the Service Director on or before March 1 who will develop the vacation schedule by giving the most senior employee who has requested any particular time block the dates he has requested. If other less senior employees have requested the same time block, it shall be totally up to the discretion of the Service Director whether such requests are granted. Any requests which are denied and any requests which are received after March 1 will be scheduled on a first come, first served basis so as not to conflict with the previously scheduled vacation time. The Service Director shall have final authority over the vacation schedule and shall post it on or before March 31.

ARTICLE 9
HOLIDAYS

9.01 Time Off For Holidays.

Each regular full-time bargaining unit employee shall be paid for:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve

and three (3) personal days to be taken at the employee's discretion upon approval of the Service Director, such approval not to be unreasonably withheld, when such dates fall on days that the employee would otherwise have been scheduled to work, provided that he meets the following requirements: (1) The employee must have been a regular full-time employee at least thirty (30) days prior to the date of the holiday; (2) the employee must have worked the last scheduled work day prior to and the next scheduled work day following such holiday.

9.02 In the event that any of the aforesaid holidays fall on a Saturday or Sunday, and the immediately preceding Friday or the immediately succeeding Monday, respectively, is observed as such holiday pursuant to statute, proclamation, or ordinance and the employees would otherwise have been scheduled to work on such Friday or Monday, such Friday or Monday shall be deemed and paid as a holiday under this section.

ARTICLE 10

SICK TIME

10.01 Sick Leave.

A. Each regular full-time bargaining unit member shall be entitled, for each completed month of service to the City, to be absent from work for one and one fourth workdays with pay for the reasons specified in subsection (D) hereof. For the purpose of this section, a total of 160 hours of work within any one calendar month shall be considered as one month of service. In computing such total of 160 hours in any calendar month, all hours for which a bargaining unit member is paid shall be counted.

B. Compensation to be allowed for such days of earned sick leave actually taken by a bargaining unit member shall be on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days.

C. Unused sick leave may be accumulated without limit. However, as provided in subsection (G), upon retirement, death or injury resulting in total and permanent disability, no bargaining unit member shall be paid for any more than 120 accumulated unused sick days.

D. 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 time or sick leave (if medically required) shall be utilized first and shall count towards the leave.

E. A regular full-time bargaining unit member may use sick leave as provided in subsection (A) above, for absence due to illness, injury, exposure to contagious disease which

could be communicated to other employees, and illness or death in the employee's immediate family. Immediate family shall mean the employee's spouse, children, parents (or person(s) in *loco parentis*). The Mayor or Service Director shall retain the right to require any employee to provide documentation concerning his or her use of sick leave. However, for any absence which extends for more than three (3) consecutive days, a doctor's certificate shall be furnished upon returning to work. Said certificate shall indicate that medical attention was provided, and that the employee is fit for duty. Following notice that he or she has incurred five (5) undocumented occurrences in a twelve (12) month period, the City may require an employee to provide documentation for each subsequent occurrence in the following twelve (12) month period. An "occurrence" is an absence of any duration. In cases of prolonged illness or injury, the Mayor may request periodic medical certification of the employee's condition. Sick leave shall not be used for sickness or absence disability that is feigned, simulated, or results from moral turpitude, intoxication, or the use of narcotics, except for treatment or rehabilitation as approved by a physician.

F. Except as provided in subsection (G) hereof, sick leave credit shall be effective only during such time as an employee remains in the employ of the City and no bargaining unit member shall be entitled to compensation in any form for any unused sick leave credit remaining upon termination of his or her employment with the City. However, the previously accumulated sick leave of a bargaining unit member whose employment with the City has been terminated shall 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.

G. After ten (10) years full-time employment with the City of Willowick and upon the retirement, death or injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member is currently employed, there shall be paid an amount representing previously accumulated sickleave at such bargaining unit member's then current rate of compensation as follows:

1. In the case of retirement, payment up to a maximum of 120 days of accumulated, unused sick leave to the bargaining unit member.
2. In case of death, payment up to the amount of 120 days of accumulated unused sick leave to the bargaining unit member's estate.
3. In the case of injury resulting in total and permanent disability to perform work for the City for which such bargaining unit member was employed, payment shall be up to a maximum of 120 days accumulated, unused sickleave to the bargaining unit member or for his use to the guardian or conservator of his estate.
4. Such payment will be made when a qualifying event occurs while currently employed with the City of Willowick. No payment will be made to a former employee.

H. Any employee of any public agency who transfers his employment from such public agency to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such public agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by a certificate or letter from an appropriate official of such public

agency.

I. A bargaining unit member whose compensation has been funded by any state or federal funded program who transfers his employment to the bargaining unit shall be credited with the unused balance of his accumulated sick leave with such state or federal agency up to 120 days, provided that such balance is evidenced to the satisfaction of the Mayor by certificate or letter from an appropriate official of such state or federal agency.

J. For employees hired on or after 1/1/03, sick leave credit transferred 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. The City shall maintain a separate record of any sick leave transferred to the City upon employment.

ARTICLE 11

INJURY LEAVE

11.01 An employee who is injured while on duty and is temporarily and totally disabled for a period exceeding seven (7) calendar days and is apparently 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. If a period of disability exceeds fourteen (14) calendar days, the employee shall be paid for the first seven (7) days of disability. "Period of disability" shall be construed to include subsequent absences resulting from the same injury or illness, such that only one waiting period shall be required.

11.02 Should payments be made by the City to an employee for an injury that is subsequently found to be non-compensable, such payments made by the City shall be reimbursed from the employee's accumulated sick leave credits. Deductions from vacation time or pay may only be made if the employee has insufficient sick leave credits to fully reimburse the City.

However, no reimbursement shall be required if under applicable State law, the employee would not be required to reimburse the State for Workers' Compensation benefits received.

11.03 If, at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof. Prior to an extension of injury leave, the employee shall be required to use any accrued unused vacation, holiday, or compensatory time.

11.04 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.

11.05 An employee shall pay to the City any loss of time compensation received under Ohio Workers' Compensation for any time for which the employee has received benefits under this Article.

11.06 The City may require any employee applying for or receiving benefits under this Article to

have a physical exam by a physician appointed and paid by the City.

11.07 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.

11.08 Any disputes between a physician appointed by the City and a physician chosen by an employee under this Article shall be resolved by a third physician, expert in occupational disease and injury, chosen by the City's physician and the employee's physician.

ARTICLE 12 **BEREAVEMENT LEAVE**

12.01 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 of any of the following relatives of such bargaining unit member or his or her spouse: spouse, child, parent, brother or sister, grandparent or grandchild. To be entitled to such leave, the bargaining unit member must attend the funeral.

ARTICLE 13 **JURY DUTY**

13.01 Each full-time bargaining unit member who is required to report for jury service when scheduled for work shall be paid his or her regular straight-time pay for all time missed while on jury duty, less any pay received for performing jury duty. Employees must present verification of jury duty and jury duty pay. In addition, employees who report for jury duty but who are excused on any particular day from jury duty at any time prior to 12 Noon shall contact the Service Director, who shall then advise them whether or not to report to work for the balance of the workday. Any employee who fails to do this shall forfeit pay from the City on such a day.

ARTICLE 14 **INSURANCE**

14.01 Health insurance benefits shall be at least equal to those currently provided by the City for the duration of this contract except as altered in section 3 and section 4 of this article. The City maintains and preserves its right to determine by whom and the manner in which such benefits are provided.

14.02 Prescription plan limits shall be established as a \$10.00/\$20.00/\$40.00 plan with mail

in required for maintenance prescription at a 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 employees plan level eligibility. The employee shall pay 13% . Effective July 1, 2026, the Employer will pay 86% of the accumulated total of the health, prescription, eye and dental care premiums based on the employees' plan level eligibility. The employee shall pay 14%. Payments shall be made through payroll deduction prior to the date due. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee. A four-tier plan level of eligibility will be established, which includes single, single plus child, employee plus spouse and family three or more.

Plan design include the following:

- \$75 Emergency Room Copay
- \$50 Urgent Care Copay
- \$20 Dr. Visit Copay

	To-network	Out-of-network
Coinsurance	90%/110%	70%/30%
Deductible	\$200/\$400	\$400/\$800
Coinsurance Limit	\$800/\$1,600	\$ 1,600/\$3,200

Effective July 1, 2025:

	In-network	Out-of-network
Coinsurance	90%/10%	70%/30%
Deductible	\$600/\$1,200	\$1,200/\$2,400
Coinsurance Limit	\$1,400/\$2,800	\$2,800/\$5,600

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 (Dispatchers, Police Officers, Police Sergeants and Lieutenants, Service, Clerical, and any additional full-time bargaining unit certified by SERB) and a member of Non- Bargaining employees, as well as representation of the Mayor and City Council. Meeting times shall be established by the committee. The purpose of the committee shall be established to disseminate information, monitor costs and expenses, review plan particulars, and advice on elements of the insurance program.

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

ARTICLE 15
UNIFORM ALLOWANCE

15.01 Each regular full-time bargaining unit member shall be provided four (4) changes of uniform per week (except that mechanics shall be provided five (5) changes of cotton uniform per week), as well as two (2) sweatshirts and three (3) polo shirts or five (5) t-shirts on an annual basis. Employees employed for more than one (1) year shall also receive an annual allowance of Two Hundred Fifty Dollars (\$250.00) in order to defray the cost of work boots or other work footwear. This payment shall be included with each employee's first pay in April. The amount of this allowance 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. In addition, each such employee shall be provided one (1) pair of insulated coveralls, two (2) pairs of denim coveralls, and foul weather gear (including rain gear, rubber gloves and boots) to be replaced as often as the City shall reasonably deem necessary.

ARTICLE 16
MILEAGE

16.01 Whenever it is necessary for the proper conduct of the business 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 rate of twenty cents (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs relating to such use; however, this article shall not apply to driving between the residence of such bargaining unit member and the Service Garage complex. In addition, use of a private automobile must be approved in advance by the Mayor or his designee.

ARTICLE 17
SENIORITY

17.01 There shall be a probationary period of six (6) months for any employees who are hired or who transfer into the bargaining unit. Such period may be extended by the City if an employee misses any significant portion of this period due to illness or injury. During this period, such employees may be dismissed totally at the discretion of the City. Employees who are dismissed during the probationary period shall have no recourse to the grievance procedure or to any other contractual, administrative or judicial forum to contest the termination of their employment.

17.02 Seniority shall be considered in making personnel decisions concerning bargaining unit members only as specified by specific articles of this Agreement.

17.03 A bargaining unit member's seniority shall date from their most recent date of hire by the City.

ARTICLE 18
LAYOFF AND RECALL

18.01 The City shall determine when layoffs are necessary and which classification shall be subject to reductions. Within the classification, the following order shall be followed based on seniority within the City of Willowick, including credit for CETA and BEA time.

- A. The least senior seasonal or temporary employees;
- B. The least senior probationary employees; and
- C. The least senior non-probationary employees.

18.02 Employees who are laid off shall be placed on a recall list for a period of one(1) year. If there is a recall, employees shall be recalled in the inverse order of their layoff in the classification held at the time of layoff.

18.03 Employees may be recalled to another classification if they possess the necessary qualifications. They shall also have the right to return to the job classification they held prior to being laid off, in the event a position for which their seniority entitles them subsequently becomes available within one (1) year of the initial layoff.

18.04 Employees shall be given notice of layoff ten (10) workdays prior to such layoff occurring. Notices shall either be hand-delivered or sent by certified U.S. Mail to the employee's last recorded address. A copy of the notice shall be furnished to an officer of the Union.

18.05 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 of the notice shall be furnished to an officer of the Union. Failure to return, or failure to request and receive additional time to return, from such recall notice shall constitute a voluntary resignation. It is the employee's responsibility to provide address changes to the Employer.

18.06 Any employee in a higher classification shall have bumping rights to any lower classification, except that no Class I employee may bump into Mechanic unless the employee was previously employed and is still qualified as a Mechanic. Bumping rights shall be based upon seniority as defined in Article 17, plus any CETA or BEA time. Employees who receive a layoff notice must inform the Employer of their desire to bump within five (5) days of receipt of the layoff notice. Employees who are affected by a bump shall receive at least five (5) days' notice before being laid off.

18.07 No mechanic's assistants or helpers shall be used so long as any mechanic is laid off.

ARTICLE 19 **BULLETIN BOARD**

19.01 The City shall provide space at the Willowick Service Garage for the Union to install a bulletin board to post notices of a general and business nature for the Union's membership and other service employees who may have an interest. The cost of purchasing and installing and maintaining this bulletin board shall be the Union's sole responsibility.

ARTICLE 20 **PERSONNEL FILES AND POLICY**

20.01 Each bargaining unit member shall be permitted on one occasion during a six-month period to review his or her personnel file upon the submission of a written request five (5) days in advance. The Mayor or his or her designee shall be present during such review.

20.02 Should a bargaining unit member come across material of a negative or derogatory nature in his or her personnel file, 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 member's file so long as the material to which the comment is directed remains in such personnel file.

20.03 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 the extent of the disciplinary action taken or contemplated until such time as a final disciplinary action has been made and served upon the bargaining unit member.

20.04 Photographs or personal information about any bargaining unit member in relation to departmental matters shall not be provided to any news or related services without an effort being made to obtain the prior consent of the bargaining unit member.

ARTICLE 21 **WORKING CONDITIONS**

21.01 The City shall maintain the Service Department facilities in a clean and sanitary manner.

ARTICLE 22 **COMMERCIAL DRIVER'S LICENSE (CDL)**

22.01 Whenever a CDL is required by the City, the City shall pay for ordinary periodic renewal of the license, including but not limited to, any license fees, mandatory training costs, or costs of physicals, and the City shall permit each employee to attend mandatory training and/or take any required tests while on duty and without loss of pay. The City may designate a physician to perform any required physicals.

22.02 Class III and IV employees shall not be required to have a CDL

22.03 Where it is a requirement for his or her position, any employee who fails to maintain a CDL for reasons other than violations of law, will be placed in a vacant position for which he or she possesses the qualifications if it is available and its placement does not violate other terms and provisions of this Agreement. If such a vacancy is not available, the employee will be placed on a sixty (60) day leave of absence without pay in order to have further opportunity to regain his CDL. The employee may be terminated if he fails to regain CDL certification, fails the physical examination, or does not pass the appropriate test within the sixty day leave period, provided there remains no vacant position as described above. Employees may also be terminated if the loss of a

CDL is based on a violation of law or if an employee becomes uninsurable or premiums become unreasonable.

22.04 Provisions of Section 3 above, as appropriate, shall also apply to positions which require non CDL State of Ohio driver's licenses.

ARTICLE 23 **TOOL ALLOWANCE**

23.01 In recognition of the fact that Mechanics are required to purchase tools and equipment to be used in the Willowick Service Garage, each employee employed as a mechanic shall receive Twenty Cents (\$.20) per hour in addition to his or her regular hourly wage rate. Mechanics shall not be required to purchase tools and equipment of a kind, type, style, grade, quality, or quantity which they have not heretofore been required to purchase.

ARTICLE 24 **DRUG TESTING**

24.01 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 or the abusive use of a legally prescribed drug. The City and the Union agree that the City has a legitimate interest in preventing the use of controlled substances by employees during work hours, reporting to work under the influence or reporting to work with controlled substances in their system.

Employees may be urine tested for illegal drug usage:

1. Where there is reasonable cause to believe that the employee to be tested is under the influence of illegal drugs while at work;
2. As a follow-up to a positive test result;
3. In other circumstances where tests are mandated by federal and/or state law.

An employee refusing to submit to testing shall be subject to discipline up to and including discharge; however, no employee shall be required to provide a urine test until he or she is provided with the facts and circumstances upon which the existence of reasonable cause is based, in writing.

Sample (specimen) collection, handling, testing, analysis, and reporting of results to the City shall conform to the federal regulations applicable to holders of Commercial Driver's licenses, except that non-DOT testing may include other substances in the panel. Upon request of the employee, a Union representative may be present during collection if such a representative is reasonably available.

An employee testing positive shall be subject to discipline or discharge, which may

include a requirement that the employee participate in a rehabilitation program.

Where an employee tests positive, a reserved sample shall be made available for independent testing at a facility which is a certified SAMHSA laboratory of the employee's choice at the employee's expense. The Employer shall be responsible for the cost of any initial test and if positive, the cost of the confirmation test. In any case that an employee tests positive and retains employment, that requires follow-up testing, such follow-up testing shall be at the employee's expense. Such costs may be required to be paid prior to returning to duty or automatically deducted from the employee's compensation.

Follow-up testing of employees subject to federal regulations shall be conducted in accordance with the minimum required by those regulations, but not less than that required of other employees. Follow-up testing of all other employees shall be limited to four (4) tests in each of a maximum of the two (2) consecutive years following the positive test. In both instances, random tests shall be credited toward follow-up testing.

Any employee may voluntarily submit himself to treatment. In such cases, the City will grant an unpaid leave of absence of up to ninety (90) days, during an employee's career to complete appropriate treatment and the use of accumulated sick, compensatory, or vacation time. Submission to treatment shall not be considered voluntary where the City has requested a test, test results are pending, a positive result has been reported, or there exist circumstances in which the employee would reasonably have expected to be tested in the immediate future. Discipline shall not be based, in whole or in part, upon the results of voluntary submission to treatment, or upon the fact that treatment was sought or received.

Unless a leave of absence is necessary for treatment, employees shall continue to work, except that any employee may be temporarily transferred to a less sensitive position, if available, for the duration of treatment. Following treatment, employees shall be immediately returned to the positions which they held before treatment, unless the employee voluntarily agrees otherwise in writing.

All records generated at any step of this program shall be maintained on a strictly confidential basis. Access shall be limited to those who can demonstrate an absolute need to know the information, to individuals to whom the employee involved has given voluntary, knowing, written permission, where access is required by law (including, but not limited to, the State Public Records Act), or where necessary to administer this Agreement. In no event will the Association be excluded from any procedure where Union presence is requested by an employee.

This drug testing program is initiated solely at the behest of the City of Willowick. The Union shall be indemnified and held harmless for the violation of any employee's constitutional, common law, or statutory rights regarding the application of this section of the collective bargaining agreement relating to drug testing.

It is specifically agreed that any and all activities of, or determinations made by, the City pursuant to this program are subject to the grievance procedure and review by an Arbitrator in accordance with that procedure.

ARTICLE 25
DISCIPLINE

25.01 Discipline shall include, but is not limited to, any verbal or written warning, suspension, discharge, demotion, reduction in pay, reassignment, counseling, imposition of a rehabilitation program or other conditional requirement, except that layoffs, suspensions, discharges, demotions or reductions in pay resulting from a restructuring of the department or for economic reasons shall not be considered to be discipline. No bargaining unit member shall be disciplined without just cause. Employees must be disciplined within a reasonable time following the event upon which the discipline is based or the day upon which the City learns of the event, whichever is later. Bargaining unit members shall have the right, upon request, to have an Association member present during any investigative interview concerning any matter which may lead to discipline, except interviews concerning allegations of criminal conduct by the bargaining unit member which are conducted by police personnel.

25.02 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 measures four (4) years after the effective date of the suspension, 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 26
FITNESS FOR DUTY

26.01 An employee who becomes unable to perform the essential duties of his or her classification, and whose inability is likely to continue for more than a year, may be demoted to another classification the essential duties of which he can perform if such a position is available and if the employee agrees to the demotion. If the employee does not agree, or no such position is available, the employee may be discharged once his accumulated time off is exhausted.

26.02 Should a dispute arise over the determination by a physician as to the employee's ability to perform the essential duties of a classification, the employee will be evaluated by a physician (or medical facility) selected by the City (or its physician) and the employee (or his physician).

26.03 The cost of any medical examinations to resolve a dispute pursuant to Section 2 of this Article which are not paid by the employee's insurance shall be borne by the City.

26.04 Should an employee accept a demotion pursuant to this Article, he shall be paid at a rate not less than the one to which he would have progressed if originally hired in that classification.

ARTICLE 27
GRIEVANCE PROCEDURE

27.01

A. A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application which arises while this Agreement is in effect. All grievances shall be subject to the procedures set forth herein, but it is expressly agreed that there shall be no obligation to process or arbitrate any alleged "grievances" which arise when this Agreement is not in effect. Any grievance which is not raised within five (5) business days of the occurrence of the event giving rise to the grievance shall be deemed to be waived and no grievance concerning such an occurrence shall be processed.

B. The City shall also have the option of filing grievances. Such grievances shall be filed at Step C with the President of the Union who shall provide a written answer to the City within ten (10) business days of receiving the grievance.

C. Grievances arising out of circumstances in which an employee is not being permitted to work for an indefinite period, such as discharge or allegedly improper layoff, may, at the option of the Union, be submitted directly to the Mayor, or his designee, in writing, within five business days of the occurrence of the event giving rise to the grievance. The Mayor, or his designee, shall make reasonable efforts to hold a meeting with the concerned parties within ten (10) business days after receipt of the grievance and will answer the grievance in writing within three (3) business days after the meeting.

27.02 The following procedures shall be used when filing a grievance:

A. Prior to the submission of any written grievance, the aggrieved bargaining unit member must attempt to resolve the grievance on an informal basis with his or her immediate supervisor.

B. Any grievance that is not resolved by informal discussion as provided in subsection (A) hereof, shall be presented, in writing, to the Director within five (5) business days of the occurrence of the event giving rise to the grievance. The Director may hold a hearing to discuss the grievance and shall provide a written answer to the grievance within seven (7) business days after having received the grievance.

C. If the grievance is not settled by the procedure set forth in subsection (B), the grievance may be appealed to the Mayor, in writing, within five (5) business days of receipt of the Director's response in subsection (B) hereof. Within ten (10) business days after receipt of the grievance, the Mayor or his designee shall hold a meeting with all of the concerned parties and,

within seven (7) days after the meeting, the Mayor or his designee shall answer the grievance in writing.

D. In the event the grievance is not settled or otherwise adjusted by the procedures in subsection (C), the grievance may be submitted to arbitration. In order to invoke this step, the Association or the City shall notify the other party of their desire to do so within fifteen (15) business days of the receipt of the answer required in Subsection (C) above. Upon receipt of a request for arbitration, the parties shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be selected, the party seeking arbitration may request the Federal Mediation and Conciliation Service to submit a sub-regional pool, panel of nine arbitrators and the impartial arbitrator shall then be selected from such panel by striking names with the Union striking first. The cost of the arbitration hearing will be split equally between the City and the Union. Each party shall pay whatever costs are associated with the presentation of its own case. The arbitrator shall have the authority to apply this Agreement to the particular case before him but shall have no authority to add to, subtract from, or in any manner change or modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Union, the City, and all affected employees.

27.03 The failure of the grievant or his or her representative to meet any of the time limits provided in this section shall constitute a waiver of the grievance. The failure of the City to meet any of the time limits provided in this Article shall entitle the grievant or his or her representative to proceed to the next step of the procedure herein provided.

27.04 Failure to grieve shall not be considered consent or assent to a practice, policy or specific action of the City, and shall not bar a timely grievance over the same or a similar issue in violation of this Agreement.

ARTICLE 28

NO-STRIKE CLAUSE

28.01 Neither AFSCME nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, condone, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with normal operations of the City throughout the term of this agreement or any extension thereof. A violation of this Section shall be grounds for discipline including discharge.

28.02 The Union shall at all times cooperate with the City to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of this "No-Strike" provision.

In the event of a violation of this "No-Strike" clause, AFSCME shall promptly notify all bargaining unit members that the improper action is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union. The Union shall further advise all employees to return to work immediately.

ARTICLE 29
MUTUALLY AGREED UPON DISPUTE RESOLUTION PROCEDURES

29.01 The parties agree that they will make a good faith effort to conclude negotiations within forty-five (45) calendar days from the date on which one party serves negotiation proposals upon the other. If agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that the Federal Mediation and Conciliation Service appoint a federal mediator to assist the parties with their negotiations. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C) and no other dispute resolution procedure except mediation through the Federal Mediation and Conciliation Service shall be utilized.

ARTICLE 30
NONDISCRIMINATION

30.01 Neither party will discriminate against any bargaining unit member based on age, sex, race, color, religion, national origin, ancestry, handicap, or membership or non-membership in the Union, in accordance with state or federal law.

ARTICLE 31
SAVINGS CLAUSE

31.01 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 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 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 negotiation.

ARTICLE 32
TOTAL AGREEMENT

32.01 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.

ARTICLE 33
LENGTH OF AGREEMENT

33.01 This Agreement shall remain in full force and effect from January 1, 2025 through December 31, 2027. and shall automatically renew itself thereafter for annual twelve month terms unless one party serves upon the other written notice of its desire to terminate, modify or negotiate a successor agreement at least sixty (60) days prior to the agreement expiration date.

**OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8,
AFL/CIO**

AFSCME LOCAL 688

APPROVED AS TO FORM:

DATE OF EXECUTION:

Director of Law

RESOLUTION NO. 2025- 8

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO AN AGREEMENT WITH THE LAKE METROPARKS DISTRICT TO LEASE CITY OWNED LANDS KNOWN AS LAKEFRONT PARK TO USE, DEVELOP, AND IMPROVE, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OF A PICNIC SHELTER, FLUSH RESTROOM, RENOVATED DECK AT THE LODGE, PAVED WALKING PATH IMPROVEMENTS, AND FOR PASSIVE RECREATIONAL PURPOSES, I.E., PICNICKING, RECREATIONAL PROGRAMS AND NATURE EDUCATION, FOR AND THROUGH TO THE END OF 2045, AND DECLARING AN EMERGENCY.

WHEREAS, the City has participated in negotiations with the Lake Metroparks District to continue the lease of the City owned lands known as Lakefront Park, and an agreement has been reached between the City and the Lake Metroparks District; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Willowick, County of Lake, and State of Ohio:

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter a written Agreement with the Lake Metroparks District to lease City owned lands known as Lakefront Park to use, develop, and improve, including but not limited to the construction of a picnic shelter, flush restroom, renovated deck at the Lodge, paved walking path improvements, and for passive recreational purposes, i.e., picnicking, recreational programs and nature education, for and through to the end of 2045, in a form substantially similar to the agreement annexed as Exhibit A and incorporated herein, and to execute all documentation necessary to formalize the validity and implementation of said Agreement.

Section 2. 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 3. 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 and further provides for the usual and necessary daily operation of the Lakefront Park; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2025

Monica Koudela, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2025

APPROVED by the Mayor on
_____, 2025

ATTEST:

Alyssa Moran, Clerk of Council

Michael J. Vanni, Mayor

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2025, by and between the City of Willowick (hereinafter referred to as “the City”), and Lake Metroparks District (hereinafter referred to as “Lake Metroparks”). The City and Lake Metroparks are sometimes referred together as “the Parties”.

WITNESSETH

Whereas, the City and Lake Metroparks were parties to an initial twenty (20) year Agreement entered into on or about April 6, 1993, in which Lake Metroparks used, developed, improved and protected certain lands owned by the City and known as Lakefront Park, being more fully described in Exhibit “A” which is attached hereto and made a part hereof; and

Whereas, the City and Lake Metroparks subsequently entered into an additional one (1) year extension Agreement, during which and in partial consideration of the same, Lake Metroparks completed all necessary surveying, engineering and design work for the construction by Lake Metroparks of an overlook at the Leasehold Premises; and

Whereas, the City and Lake Metroparks subsequently entered into an additional ten (10) year extension Agreement on or about October 15, 2014, in which Lake Metroparks used, developed, improved and protected certain lands owned by the City and known as Lakefront Park including the construction by Lake Metroparks of an overlook; and

Whereas, the City and Lake Metroparks subsequently entered into an additional four (4) month extension Agreement on or about January 8, 2025, in order to finalize terms of a subsequent long-term lease; and

Whereas, the City and Lake Metroparks have determined that it would be in the best interest of the citizenry located within Lake County for Lake Metroparks to continue to lease the

said property belonging to the City for use, development, and improvement, including but not limited to the construction of a picnic shelter, flush restroom, renovated deck at the lodge, paved walking path improvements, and for passive recreational purposes, i.e., picnicking, recreational programs and nature education, for and through to the end of 2045.

Now, therefore, the City and Lake Metroparks hereby agree to Lake Metroparks' right to lease the City's lands known as Lakefront Park and Lakefront Lodge in accordance with the following terms and conditions:

1. The City hereby grants to Lake Metroparks the right to use, operate and maintain the lands owned by the City known as Lakefront Park and the Lakefront Lodge and as more specifically described in Exhibit "A" (the "Leased Premises"). The Leased Premises are not intended to include the City Hall, the Fire Department, or Police Department of the City.

2. This Agreement and the leasehold rights and responsibilities described herein shall be in full force and effect for a term beginning May 1, 2025, and concluding December 31, 2045, unless sooner terminated by a failure of compliance by either party with the terms and conditions set forth herein. Lake Metroparks is further granted an option to renew this Agreement for an additional twenty (20) years upon terms and conditions as may be agreed upon by the parties.

3. Upon execution of this Agreement and in partial consideration hereof, Lake Metroparks shall be permitted to improve the Leasehold Premises by constructing a picnic shelter, flush restroom, renovated deck at the lodge, and paved walking path improvements generally as shown in Exhibit "B" (the "Lakefront Lodge Improvement Plan") with such construction to be completed no later than December 31, 2027 or on such other date as may be mutually agreed by the Parties. Any and all costs and expenses associated with the picnic

shelter, flush restroom, renovated deck at the lodge, and paved walking path construction and improvement shall be the sole and exclusive responsibility of Lake Metroparks, and at its costs only.

4. Upon execution of this Agreement and in partial consideration hereof, the City of Willowick shall construct an additional paved parking area on the adjacent City's property generally as shown in Exhibit "B" (the "Lakefront Lodge Improvement Plan") with such construction to be completed no later than May 31, 2026 or on such other date as may be mutually agreed by the Parties.

5. Lake Metroparks agrees that any improvements to the Leasehold Premises costing greater than \$25,000 shall be subject to approval by the City and that Lake Metroparks shall comply with all laws of the City of Willowick and the State of Ohio relating to building and zoning.

6. During the term of this Agreement, Lake Metroparks shall maintain the Leasehold Premises and any improvements thereon in a good state of repair and in a manner consistent with good park practices. Any and all costs and expenses related to the development, use, maintenance, or operation of the Leasehold premises and any improvements made thereon shall be the sole responsibility of Lake Metroparks.

7. The City will not be liable or responsible for any damages to the Leasehold Premises or any improvements thereon and for any cause whatsoever, it being understood that during the terms of this Agreement, Lake Metroparks shall be in sole and exclusive control of the Leased Premises.

8. In addition to Lake Metroparks' requirement as to its payment of any and all costs and expenses relative to the use, maintenance, or operation of the Leased Premises as provided

for in Section 5 of this Agreement, Lake Metroparks shall further and independently be required at its sole cost and expense to repair any damages or injuries to the Leased Premises resulting from misuse or neglect on the part of Lake Metroparks, its agents, employees, contractors, and invitees, and without any monetary limitation under the terms of this Agreement.

9. The City reserves all rights of ownership in and to the Leased Premises which are not inconsistent with the rights set forth within this Agreement. Upon the termination of this Agreement, any and all improvements made to the Leased Premises pursuant to this Agreement, including but not limited to the picnic shelter, flush restroom, renovated deck at the lodge, and paved walking path, shall remain with the Leased Premises and continue under the ownership of the City, free and clear of any further claim whatsoever on the part of Lake Metroparks.

9. The City and Lake Metroparks agree that there shall be no assignment or sublease of any of the Leased Premises to any other person(s) or public authority except upon the specific approval of the City.

10. Lake Metroparks covenants and agrees that the Leased Premises shall not be abandoned or left vacant and shall be utilized and occupied for the purposes herein contemplated, to wit: as and for a park and passive recreational area.

11. Lake Metroparks will honor any and all use agreements with service clubs and non-profit organizations currently using Lakefront Lodge.

12. The City and Lake Metroparks agree that the Lakefront Lodge will be made available during non-programmed times for private rental at fees determined by the Board of Park Commissioners of Lake Metroparks, and consistent with Lake Metroparks' policy. The Leased Premises and facilities may also be scheduled by the City for special events by providing sufficient notice to Lake Metroparks and subject to availability.

13. Lake Metroparks agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injury to person(s) or property occurring in, upon or about the Leased Premises during the term of this Agreement, such insurance at all times to be in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00), for injury to any one person, and not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00), for injuries to more than one person in one accident. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Ohio and there shall be delivered to the City customary insurance certificates evidencing such paid-up insurance.

14. Failure of either party to comply with the terms of this Agreement shall be deemed sufficient grounds for termination of the Lease. The Lease may be terminated by either party for just cause with ninety (90) days written notice.

15. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in a manner and to the full extent permitted by law. Furthermore, in lieu of such invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is and will be valid and enforceable.

16. This Agreement may be executed by the parties hereto in separate counterparts, all of which when so executed and delivered will be an original but all such counterparts will together constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce and account for more than one of those counterparts.

17. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Lake Metroparks' right and use of the Leased Premises, the parking lot and any improvements thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto, with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith, shall be valid unless in writing and duly executed by all parties hereto. Any subsequent waivers, alterations, or modifications of this Agreement will require the adoption of legislation by the City and will require action by Lake Metroparks.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto sign their names.

LAKE METROPARKS
Pursuant to Resolution No. _____
passed _____

by: _____
Paul Palagyi, Executive Director

Approved:

Mark A. Zicarelli
Attorney for Lake Metroparks

THE CITY OF WILLOWICK
Pursuant to Resolution No. _____
passed _____

by: _____
Michael J. Vanni, Mayor

Approved:

Mandy Gwartz
Law Director-City of Willowick

ORDINANCE NO. 2025- 16

AN ORDINANCE AMENDING CHAPTER 1367 OF THE CODIFIED ORDINANCES OF THE CITY OF WILLOWICK, OHIO, TITLED “INTERNATIONAL PROPERTY MAINTENANCE CODE;” AND DECLARING AN EMERGENCY.

WHEREAS, the 2024 edition of the ICC International Property Maintenance Code has been established by the International Code Council thereby necessitating an amendment to Chapter 1367 of the Codified Ordinance of the City of Willowick, Ohio, titled “International Property Maintenance Code;”

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

SECTION 1. That Chapter 1367 of the Codified Ordinances of the City of Willowick, Ohio, titled “International Property Maintenance Code” is hereby amended to read and provide as follows:

1367.01 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED.

Pursuant to Ohio R.C. 731.231, there is hereby adopted by and for the City, for the purpose of establishing rules and regulations for minimum conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use, and for the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, the ~~2015~~ 2024 edition of the ICC International Property Maintenance Code promulgated by the International Code Council, together with comments and interpretations.

1367.04 AMENDMENTS.

The following sections of the ICC International Property Maintenance Code, as adopted in Section 1367.01, are hereby amended as follows:

ICC Section PM-101.1 Title: (Amended) These regulations shall be known as the Property Maintenance Code of the City of Willowick, hereinafter referred to as “this code.”

ICC Section PM-102.2 Maintenance: (Amended) Equipment, systems, devices and safe- guards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. ~~No owner~~ **An owner, owner’s authorized agent**, operator or occupant shall **not** cause any service, facility, equipment or utility ~~which that~~ is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, ~~or accessory building~~, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures, ~~or accessory buildings~~. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures, accessory buildings and premises.

ICC Section PM-107.4 Violation penalties ~~106.4 Penalty:~~ (Amended) Any person who shall violate a provision of this code shall, upon conviction, be imprisoned for a definite term or fined, or both, which term of imprisonment shall not exceed six months and which fine shall not exceed one thousand dollars (\$1,000), at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ICC Section PM-602.3 Heat supply: (Amended) Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either express or implied, to furnish heat to the occupants thereof, shall supply sufficient heat during the period from October 1 to April 30 to maintain the room temperatures specified **not less than 68 degrees F. (20 degrees C.)** in Section PM-602.2. ~~during the hours between 6:30 a.m. and 10:30 p.m. of each day and not less than 68 degrees F. (20 degrees C.) during other hours.~~

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 Building 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: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Michael J. Vanni, Mayor

Approved by the Mayor: _____, 2024

ATTEST: _____
Alyssa Moran, Clerk of Council

\$ 21,300.00
Item #12.

OHIO AUDITOR OF STATE KEITH FABER



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

February 10, 2025

Cheryl Benedict, Finance Director

City of Willowick
Lake County
30435 Lakeshore Boulevard
Willowick, Ohio 44095

This engagement letter describes the arrangement between the City of Willowick (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the City's basic financial statements as of and for the year ended December 31, 2024 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We expect to deliver our report on or about August 29, 2025.

Additional Auditor Communication

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
 - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;
2. Instances where we believe fraud may exist. These would include instances where we:
 - a. Have persuasive evidence that fraud occurred.
 - b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;
4. Significant risks identified during the audit;
5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
7. Significant, unusual transactions;
8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;
9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of City personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. ~~If we detect waste or abuse, we will determine whether and how to communicate such matters.~~

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Compliance with Laws and Regulations

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report* (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Lake County, which bills and collects your City's property taxes and waste water fees.
- Regional Income Tax Agency (RITA), which collects your City's income taxes.
- Life Force Management, which processes your City's ambulance billings.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1 (or AUP) report are:

- Regional Income Tax Agency (RITA), which collects your City's income tax
- Life Force Management, which processes your City's ambulance billings

City of Willowick
February 10, 2025
Page 7

Your Management Responsibilities

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Confidential Information

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$21,320.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

eServices Portal and Billing

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

City of Willowick
February 10, 2025
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PEER REVIEW REPORT

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/docs/Peer Opinion.pdf](https://ohioauditor.gov/publications/docs/Peer%20Opinion.pdf). Audit organizations can receive a rating of *pass, pass with deficiency(ies), or fail*. The Auditor of State received a peer review rating of *pass*.

ACKNOWLEDGEMENT AND AGREEMENT

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Andrea Cardina, Senior Audit Manager at (216) 353-3084.

Sincerely,

KEITH FABER
Auditor of State

**William J.
Ward**

Digitally signed by William J.
Ward
Date: 2025.02.10 14:41:41
-05'00'

William Ward, CPA
Assistant Chief Auditor, Northeast Region

Attachment

cc: City Council
Mayor



ACKNOWLEDGED AND AGREED TO BY

2/12/25

DATE

Mayor / Safety Director
TITLE

January 15, 2025

Mayor Michael J. Vanni
City of Willowick, Ohio

You have requested that we prepare the financial statements of the City of Willowick, Ohio (the “City”), which comprise the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. You have also requested that we prepare the required supplementary information based on information provided by you. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with the accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of the accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Mayor Michael J. Vanni
City of Willowick, Ohio

2

January 15, 2025

- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- f. To provide us with:
 - i. Access to all information of which you are aware that is relevant to the preparation and presentation of the financial statements, such as records, documentation, and other matters;
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements; and
 - iii. Unrestricted access to persons within the City of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Nonattest Services

With respect to any nonattest services we perform:

- We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.
- The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.
- Our responsibilities and limitations of the engagement are as follows:
 - We will perform the services in accordance with applicable professional standards, including SSARS issued by the AICPA.
 - This engagement is limited to preparation services, previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City with regard to the financial statement preparation, but the City must make all decisions with regard to those matters.

Other Relevant Information

In addition to fax and email, we may send data over the internet using other methods (such as portals) and may store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to maintaining your lease schedules with third-party software. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Mayor Michael J. Vanni
City of Willowick, Ohio

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January 15, 2025

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

To ensure that Ciuni & Panichi, Inc.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

During the term of this engagement and for a period of 12 months after an employee or contractor of Ciuni & Panichi, Inc. has completed performance of services under this engagement letter, the City will not directly or indirectly contract with, or solicit to employ (or cause to be solicited for the purpose of employment), the employees and contractors of Ciuni & Panichi, Inc. providing services hereunder. In the event the City fails to comply with its obligation(s) under this paragraph, Ciuni & Panichi, Inc. reserves the right to seek damages resulting from violation of this paragraph, including liquidated damages and, not as a penalty, the compensation paid by Ciuni & Panichi, Inc. to said employee or contractor during the three months preceding the City breach.

Our base fees will be as follows:

Conversion of the cash basis working trial balance to the accrual basis in order to conform to U.S. GAAP	\$ 23,500
Preparation of the financial statements to comply with the reporting model required by GASB Statement No. 34	\$ 7,500

The fee is based on anticipated cooperation from your personnel, specifically the completion of the required information outlined in the prepared by client list and the assumption that unexpected circumstances will not be encountered during the preparation. If significant additional time is necessary, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

Ciuni & Panichi, Inc. will assist the City with the implementation of Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*. Our fee will be based upon actual hours incurred and will be billed at our standard hourly rates, not to exceed \$2,500. If the implementation of GASB Statement No. 101 requires significant additional time, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs.

If we determine that GASB Statement No. 100, *Accounting Changes and Error Corrections—An Amendment of GASB Statement No. 62* is applicable to the City we will discuss the implementation of this standard and discuss a fee at that time.

Ciuni & Panichi, Inc. will also assist with tracking the City's leases/subsription-based information technology arrangements in accordance with GASB Statement Nos. 87 and 96. Our fee will be based upon actual hours incurred and will be billed at our standard hourly rates, not to exceed \$2,500. If the tracking of the City's leases/subsription-based information technology arrangements requires significant additional time, we will discuss it with you and arrive at an estimate of additional fees before we incur the additional costs. We may also bill an additional technology fee based on the number of existing leases and subscription agreements.

Billings will be rendered as work progresses so you may readily relate our charges to the work performed. Each invoice will be payable on receipt. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until current status is reached. Amounts due after 60 days will become subject to a 1.5% monthly interest charge, which will be added to the existing outstanding balance.

Mayor Michael J. Vanni
City of Willowick, Ohio

January 15, 2025

The parties shall attempt in good faith to resolve any dispute arising out of or relating to the engagement, including any dispute over invoiced amounts, promptly by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 20 days of the delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 20 days, either party may initiate mediation of the controversy or claim as provided herein.

If the dispute has not been resolved by negotiation as provided above, the parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources (CPR) Model Procedure for Mediation of Business Disputes. The neutral third party will be selected from the CPR panel of neutrals within 20 days of the initiation of the mediation process. If the parties encounter difficulty in agreeing on a neutral, they will seek the assistance of the CPR in the selection process. The mediation shall occur at the time and place selected by the mediator.

In the event mediation does not resolve the dispute, the parties may pursue their respective legal remedies.

Should you require financial statements for third-party use, we would be pleased to discuss with you the requested level of service. Such engagement would be considered separate and not deemed to be part of the services described in this engagement letter.

We will be pleased to discuss this letter with you at any time. If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees. Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Respectfully,



CIUNI & PANICHI, INC.

RESPONSE:

This letter correctly sets forth our understanding.

City of Willowick, Ohio

Acknowledged and agreed on behalf of City of Willowick, Ohio by:

Signature: _____

Title: _____

Date: _____