

*The City of Willoughby Hills*

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**A TENTATIVE AGREEMENT**

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*Teamsters Local 436*

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**SERVICE DEPARTMENT**

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**Effective:**

**JANUARY 1, 2020**

**Expires:**

**DECEMBER 31, 2022**

**Article 7 – Remove all current sections and replace with the following:**

**7.01** Nothing in this Article shall be deemed to require any employee to become a member of the Union. All employees covered by this Agreement who have not become Union members may voluntarily elect to pay a fair share fee.

If an employee voluntarily signs a fair share fee authorization, and a copy of the fair share fee authorization is given to the Employer, then the Employer will submit the fair share fee to the Union in the same manner as it submits Union dues deductions.

All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union’s internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law, and specifically the Janus case.

**Article 16 – Report-in-Pay/Call-in-Pay: Changed to read as follows:**

**16.01** Any employee who is called to work and accepts the call at any time other than during his or her regularly scheduled shift has thirty (30) minutes to arrive and shall be paid from the time the call was accepted. Employees reporting after the allotted thirty (30) minutes shall have their start time adjusted to thirty (30) minutes prior to time of arrival. The employee shall be paid at least two (2) hours of pay and shall be paid overtime if the employee worked over forty (40) hours within a scheduled work period. Further, if the task that was “called in” exceeds two (2) hours, the employee shall be paid for hour for hour until the “called-in job” is completed. “Call-in” for this section shall be done and based upon seniority in a rotating schedule. Called-in employees shall be granted their leave once eight (8) hours and/or the called-in task is completed and shall be at the employee’s discretion, barring an ongoing emergency. The employee cannot leave until the task is completed. “Call-in” must be defined as “an emergency.” Call-ins and any accompanying issues shall be determined individually on a case by case basis.

**Article 18 – Holidays: Added Christmas Eve in Contract Year Three (2022):**

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

- |                        |   |
|------------------------|---|
| New Year’s Day         | Independence Day                                    |
| Presidents Day         | Labor Day   |
| Good Friday            | Easter  |
| Thanksgiving Day       | Memorial Day  |
| Day after Thanksgiving | Christmas Eve (beginning in year 3 of the contract) |
| Personal Day           | Christmas Day                                       |

*“Me Too” Clause: If any City Union (other than the AFSCME Union) is granted a additional holidays during the period of time covered by this contract, the employees covered by this contract shall receive the same holidays, regardless of the holidays currently listed in Article 18.01 of this contract.*

**Article 21 – Sick Leave - Section C: Changed “one hour to thirty minutes”**

C. No paid sick leave shall be granted unless the Department authority designated by the City is notified of the sickness no later than thirty (30) minutes before the employee’s shift on the first day of the absence on account of sickness. An employee is required to call in on each day off or notify the City of the duration of his absence.

**Article 30 – 30.08 Safety and Health: Changed safety glass benefit to \$300.**

**30.08** The Employer shall provide for a one-time purchase of prescription safety glasses up to a maximum of three hundred dollars (\$300.00). The employee will be reimbursed up to the above amount upon submission of an original invoice.

**Article 34 – Health Coverage – Changed insurance waiver premium from \$225 to \$275 per month**

**34.03** Should any employee decline coverage for any reason, he will be paid two hundred seventy-five (\$275.00) dollars per month as a return on premiums saved.

Article 35.05 – Wages – Year 1 = 0% Year 2 = 2% Year 3 = 2%;

APPENDIX A  
HOURLY RATES – SERVICE DEPARTMENT

Job Title	1/1/20	1/1/21	1/1/22
	HOURLY RATES		
	Year 1 (0%)*	Year 2 (2%)	Year 3 (2%)
Road Foreman	\$28.16	\$28.72	\$29.30
Assistant Road Foreman	\$25.81	\$26.33	\$26.85
Road Crew, Class 4 (20+ yrs.)	\$24.69	\$25.18	\$25.69
Road Crew, Class 3 (14-20 yrs.)	\$24.21	\$24.69	\$25.19
Road Crew, Class 2 (7-13 yrs.)	\$23.51	\$23.98	\$24.46
Road Crew, Class 1 (1yr.-7 yrs.)	\$22.65	\$23.10	\$23.57
Road Crew, Probationary (1 yr.)** (**subject to yearly increases)	\$19.00	\$19.38	\$19.77
Mechanic, Class 1	\$27.94	\$28.50	\$29.07

*“Me Too” Clause: If any City Union is granted a base pay percentage adjustment during the period of time covered by this contract, the employees covered by this contract shall receive the same percentage base pay, wage adjustment only, regardless of the adjustment currently listed in Article 35.05 of this contract.*

*\*With Council’s adoption of Ordinance 2020-49 on September 25, 2020, a Hazard Pay Benefit at the rate of a minimum of two percent (2%) of the employee’s annual salary shall be granted for year one of this contract.*

Also:

Deleted “Mechanic, Probationary” job title.

Deleted current “Mechanic, Class 1” job title and changed “Mechanic, Class 2” job title to “Mechanic, Class 1,” carrying over rates of pay from previous “Mechanic, Class 2” job title.

Added “1 year” to “Road Crew, Probationary”

Added the following clause: “If recommended by Road Superintendent, the City has the sole option to elevate a Class 1 to Class 2 once probation is completed with the City of Willoughby Hills.”

Article 37.01 “severe weather gear”

Benefit changed from \$150 to \$200 per contract period.

Article 42. “Ratification Disbursement”

This Article has been deleted.

Article 42.01 – Retroactivity

Added: All payments and benefits, if any, shall be retroactive to January 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Tentative Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**FOR THE TEAMSTERS LOCAL #436**

**FOR THE EMPLOYER:**

*The City of Willoughby Hills*

\_\_\_\_\_  
Jack Fortesque, President, Local 436

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G. Andrew Gardner, Mayor

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Dennis Kashi, Secretary/Treasurer, Local 436