



TENTATIVE AGREEMENT
BETWEEN THE CITY OF WILLOUGHBY HILLS AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
(AFSCME) – LOCAL 3058-2 AND OHIO COUNCIL 8

**CONTRACT FOR THE PERIOD:
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

Article 5 – Check off –

5.01 All employees in the bargaining unit covered by this agreement who are members of the union on the date this agreement is signed, and all other employees in such bargaining unit who become members of the Union at any time in the future, shall remain members of the Union except as provided herein.

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 union 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.

5.02 The City will deduct monthly dues from the pay of employees in the bargaining unit covered by this agreement upon receipt of individual authorization cards voluntarily executed by an employee and bearing the employee's signature.

5.03 Eliminate

5.04 Strike "or fair share (agency fees" from the first sentence.

5.05 Eliminate

5.06 Eliminate

5.07 Eliminate

5.08 Eliminate

5.09 Eliminate

5.10 Delete all reference to “fair share fee”. (inclusive of subsection 2, FEE Payer List; this was eliminated by the Janus decision).

Article 14 – Vacations (14.05) – “All part-time employees who work one thousand (1,000) hours or more during the prior calendar year shall be eligible under the vacation schedule contained in 14.01 for the current calendar year. For purposes of definition, a full-time employee’s vacation day is defined as eight (8) hours pay. A part-time employee’s vacation day shall constitute four (4) hours of pay.”

Article 15- Holidays – “All part-time employees who work one thousand (1,000) hours per year shall be entitled to the same holidays in the calendar year observed by the full-time employees as listed in Section 15.01 of this Article, but at a rate of four (4) hours per holiday.”

Article 16 – Sick Time –

Employees giving up sick time/PTO accrual for Vacation and Holidays:

Add:

“16.01 (G) In return for being granted Vacation and Holiday leave, part-time employees are not eligible for Sick Leave granted full-time employees.”

Delete:

Article 26 Paid Time Off (PTO) Sections 01, 02 and 03. Replace with:

“Any accrued but unused Personal time Off credited to part-time employees as of December 31, 2019, shall be converted to and treated as Vacation Time subject to the Provisions of Article 14 Vacation Time of this contract.”

Article 19 – Funeral Leave – change to reflect stepchild, step parents and step siblings to the contract language for funeral leave entitlement.

Article 25 – Wages –

Effective January 1, 2020 Zero percent (0%) increase*

Effective January 1, 2021 Two percent (2%) increase

Effective January 1, 2022 Two percent (2%) increase

Pay bands to be adjusted accordingly.

Equity Adjustment for FT Finance Assistant Sharen Michney – increase rate of pay retroactive to 1/1/2020 to top rate of pay in Article 25 of current CBA (\$19.34/hr.)

Equity Adjustment for FT Building/Service Department Clerk Denise Edwards –increase Rate of pay retroactive to 1/1/2020 to top rate of pay in Article 25 of current CBA (\$18.81/hr.)

“Me Too” Clause: If any City Union is granted a base pay percentage adjustment or any monetary bonus during the period of time covered by this contract, which exceeds the base pay adjustments or bonuses received by this bargaining unit, the employees covered herein shall receive the additional wage adjustment and/or bonuses.

*With Council’s adoption of Ordinance 2020-49 on September 24, 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.

Article 28 – Uniform Allowance –

Clerk Stenographer to be added for \$100 (employee currently laid off).

Delete “Mayor’s” before “Executive Assistant” – all Executive Assistants shall be entitled to the \$100 benefit.

Change name of “Building Clerk” to “Building/Service Department Clerk”- corresponds with language used on wage list.

Payments shall be paid directly to the vendor with the submittal of a purchase order request.

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

FOR AFSCME UNION

FOR THE EMPLOYER:

The City of Willoughby Hills

Mark Davis

G. Andrew Gardner, Mayor
