

Memorandum of Understanding

This memorandum of understanding is entered into this _____ day of December, 2022, by and between the City of Willowick and the AFSCME Ohio Council 8, AFL-CIO and Local 688 (Service Unit) (collectively, “the parties”).

The purpose of this memorandum is to modify certain provisions of the Collective Bargaining Agreement originally entered into and for the term effective January 1, 2022, to December 31, 2024, specifically Article 6 “Wages,” subsection 6.03.

WHEREAS, the parties recognize that terms and conditions of employment are a matter to be collectively bargained;

Now, therefore, it is hereby authorized and agreed to by all parties to this Memorandum of Understanding as follows:

1. The City of Willowick and the AFSCME Ohio Council 8, AFL-CIO and Local 688 hereby agree that the following contract language shall be added and included as a benefit to employees subject to the Collective Bargaining Agreement:

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 repay the reimbursement to the City, in full. The City may withhold payment of the employee’s wages to apply towards the repayment. The requirement for repayment shall not apply to an employee’s renewal of any issued CDL licensure.

2. This Memorandum of Understanding shall be deemed and considered for all legal and relevant purposes an addendum to the Collective Bargaining Agreement and in no way otherwise alters, changes, or modifies the Collective Bargaining Agreement currently in place and effect between the City of Willowick and the AFSCME, Ohio Council 8, and Local 688 effective January 1, 2022, to December 31, 2024, except as expressly stated herein.
3. The parties agree that this Memorandum shall terminate upon the expiration of the Collective Bargaining Agreement effective January 1, 2022, to December 31, 2024.
4. The parties agree that this document shall not be used in any way as a precedent under any other circumstance, including but not limited to and all future negotiations and finalization of any collective bargaining agreements between any

of the parties hereto. The modifications made and the terms of this agreement will not be considered a past practice or modification of existing practices.

This memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this memorandum of understanding to be duly executed with full capacity and authority to bind their respective members and shall take immediate effect upon execution by all parties.

CITY OF WILLOWICK:

MICHAEL J. VANNI,
Mayor

Date

As to form:

LAW DIRECTOR

Date

WILLOWICK AFSCME,
OHIO COUNCIL 8:

MATHEW HETRICK
President

Date