

RESOLUTION NO. 2026-39

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, AS SUCCESSOR TO THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1657, AND OHIO COUNCIL 8 (AFSCME), NECESSARY TO MODIFY ARTICLE 33 WAGES, AND DECLARING AN EMERGENCY.

WHEREAS, the City previously entered into a Collective Bargaining Agreement ("CBA") between The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1657, and Ohio Council 8 ("AFSCME") and the City of Willoughby, Ohio ("City"), effective April 1, 2022 through March 31, 2025 (collectively, "Parties"); and

WHEREAS, the City and Ohio Patrolmen's Benevolent Association ("OPBA") members, successor to AFSCME, desire to modify the wage rates effective April 1, 2022, of Article 33 WAGES of the CBA; and

WHEREAS, the Parties agree that it is in the best interest of the City and the OPBA to reach an agreement and provide for the modification of wage rates effective April 1, 2022, for certain OPBA members; and

WHEREAS, a Memorandum of Understanding ("MOU") has been established and agreed to between the Parties to address the modification of wage rates; and

WHEREAS, this MOU to the current CBA will be in effect commencing April 1, 2022;

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

SECTION 1. That the Mayor is hereby authorized to enter into a Memorandum of Understanding (MOU) with the Ohio Patrolmen's Benevolent Association ("OPBA"), successor to The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1657, and Ohio Council 8 ("AFSCME"), necessary to modify the wage rates effective April 1, 2022, of Article 33 WAGES to the CBA between the City of Willoughby, Ohio and AFSCME; said MOU substantially in the form attached hereto.

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 107 of the Codified Ordinances of the City of Willoughby.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason to provide for the continued efficient operation of the City; and provided that it receives the affirmative vote of two-thirds of the members elected to Council, it shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

Passed:

April 21, 2026

President of Council

Attest:

Alison Nash

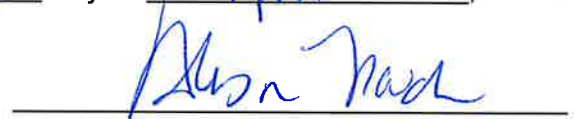
Clerk of Council

Date:

04.22.26

Approved:



MayorSubmitted to the Mayor for his approval on this 22nd day of April, 2026.

Clerk of Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this ____ day of April, 2026, by and between the City of Willoughby, Ohio, the Employer ("Employer") and the Ohio Patrolmen's Benevolent Association, as successor to The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1657, and Ohio Council 8 ("Union"), (collectively, "Parties").

WHEREAS, the Council of the City of Willoughby, by the legislative enactment of Resolution No. 2022-125, on the 20th day of September, 2022, authorized the approval of an Agreement between the Union and Employer, effective April 1, 2022, through March 31, 2025 ("Agreement"); and

WHEREAS, the Union and the Employer agree that modification of the Agreement is required; specifically, to modify Article 33 captioned Wages of the current Agreement to establish a new position and rate of pay for the employee position titled WPCC Plant Maintenance Mechanic II Trainee and which rate adjustment shall be made effective for the entire term of the Agreement;

NOW, THEREFORE, the Parties hereby agree to the following terms and conditions in modification of the Agreement and as set forth below:

1. Article 33. Wages of the Agreement is hereby amended to specifically identify and include by title and rate of pay under this Agreement as follows:

<u>TITLE</u>	<u>AAA</u>	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
WPCC Plant Maintenance Mechanic II Trainee	\$29.65	\$30.65	\$31.65	\$32.68	\$33.24	\$33.74	\$34.24	\$34.74

2. Unless as specifically modified pursuant to this MOU by the Parties and under the single circumstances set forth herein, all terms, conditions and provisions of the present Agreement between the Parties shall continue to remain in full force and effect.
3. The Recitals of this MOU are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding and it shall be effective the date set beside the signature of the Mayor of the City of Willoughby.

CITY OF WILLOUGHBY, OHIO:

(Date)

by: _____
Robert A. Fiala, Mayor

(Date)

by: _____
Dan Knecht, Service Director

**FOR THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION, AS SUCCESSOR TO THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL 1657, AND OHIO COUNCIL 8**

(Date)

by: _____
Craig Thompson, OPBA Director

(Date)

by: _____
Vincent Orlando, OPBA Director