



"New Union"

AGREEMENT

12-MED-02-0108
0548-07
K31126
03/03/2014

BETWEEN

THE CITY OF WARRENSVILLE HEIGHTS

AND

LOCAL 546M

OF THE

GRAPHIC COMMUNICATIONS CONFERENCE/IBT

December 18, 2012 through December 31, 2014

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ARTICLE 1 – PREAMBLE

Section 1. This Agreement is entered into by and between the City of Warrensville Heights, Ohio (hereinafter referred to as the “City” or “Employer”) and Local 546M of the Graphic Communications Conference of the International Brotherhood of Teamsters (hereinafter referred to as the “Union”) for the purpose of establishing terms and conditions of employment.

ARTICLE 2 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work and other conditions of employment for all employees in the bargaining unit as certified by the State Employment Relations Board.

ARTICLE 3 – DURATION

Section 1. This Agreement shall be effective upon ratification and shall remain in effect until December 31, 2014 and thereafter from year to year unless ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of its intent to modify this agreement.

ARTICLE 4 – NON-DISCRIMINATION

Section 1. It is the policy of the City and the Union to comply with all State and Federal laws, including A.D.A or requirements of F.M.L.A., and all laws forbidding any type of discrimination against employees because of race, color, creed, sex, religion, age, national origin, sexual orientation or the qualified physically handicapped. This policy extends to all terms and conditions of employment.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to the right to: manage the operations; control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, reduce, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing

patterns, including, but not limited to, assignment of employees, assignment of part-time employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leave of absence; to privatize or sub-contract services; maintain and improve the efficiency and effectiveness of the departments; determine the overall mission of the departments; and all other rights of management except those limited by any specific provision of this Agreement.

Section 2. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, there are no other agreements that are not set forth herein.

The Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

Section 3. For privatization or subcontracting which results in layoffs, the City will meet and confer with the Union to explore alternatives prior to implementation.

ARTICLE 6 – DUES DEDUCTION

Section 1. Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues paying members of the Union, or, as a condition of continued employment, remit to the Union a "Fair Share Fee, " to be determined by the Union in accordance with the provisions of the Ohio Revised Code §4117.09.

Section 2. All newly hired employees in the bargaining unit shall after thirty (30) days of employment either elect to become a member of the Union or remit the Fair Share Fee.

Section 3. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the Union and the regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The City shall deduct Fair Share Fees pursuant to the Ohio Revised Code §4117.09.

Section 4. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the City the amounts due and owing from the employees involved.

Section 5. All such deductions, including Fair Share Fees, shall be made from the first pay of each calendar month of each employee and shall be remitted to the

Treasurer of the GCC-IBT District Council 3 within thirty (30) days following the date of such deduction.

Section 6. INTER-LOCAL PENSION FUND: Upon receipt of authorization from the employees, the Employer shall withhold an amount of monies from every other pay period equal to the amount or percentage determined by the members of the bargaining unit. The Employer shall forward such amounts withheld within fourteen (14) days of the deductions to the Union by check payable to the Inter-Local Pension Fund along with the appropriate report form. If the amount or percentage should change, the new amount shall be withheld by the Employer within thirty (30) days of notification from the Union. The deductions will not be made from the same paycheck in which the union dues are deducted.

Section 7. The Union hereby agrees to hold the City harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

ARTICLE 7 – UNION ACTIVITIES

Section 1. The Employer recognizes the right of the Union membership to select a Union Steward and/or Assistant who shall act on and in behalf of the Union and its membership regarding the processing of grievances and discipline. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives in the performance of their duties. The Steward/Assistant shall notify and receive approval from his/her supervisor prior to such time being utilized during working hours. Such approval shall not be unreasonably denied.

Section 2. With prior notice provided to management, non-employee representatives of the Union shall be permitted reasonable access to the bargaining unit departments and work sites.

Section 3. The Employer shall provide designated union bulletins boards in City Hall, the Building Department and the Civic Center for the posting of Union communications, flyers and notices, at specific locations mutually agreed to by the parties. The bulletin boards shall not contain materials which are profane or offensive, which disparage other City employees, or which favor or disfavor candidates for, or current occupants of, public office.

Section 4. At the request of the Union, a leave of absence without pay shall be granted to any employee selected to attend a Union conference or convention. Such leaves shall not exceed five (5) days annually in the aggregate for the bargaining unit.

ARTICLE 8 - EMPLOYEE RIGHTS

Section 1. Upon request, an employee has the right to the presence and advice of a Union representative at all disciplinary interviews wherein the employee is the subject of the investigation or wherein the employee reasonably believes the questioning may result in disciplinary action to him/her. Prior to such questioning, the employee will be informed generally of the nature of the investigation.

Section 2. Employees shall have the opportunity to review their personnel file and shall have the right to comment in their own handwriting upon any adverse material contained in such file and may have a representative of the Union present when reviewing the employee's file. The City shall provide copies of any items included in the file upon request. No items shall be removed from the file.

Section 3. Prior to the issuance of a disciplinary suspension, demotion or termination, the employee shall be advised regarding the basis of the discipline and provided an opportunity to respond to the allegations.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1. No employee may be disciplined or discharged except for just cause. If an employee is discharged, he/she shall be informed of the reason in writing at the time of the discharge.

Section 2. The steps of progressive discipline indicated below shall apply except in instances where the seriousness of an offence may justify the by-passing of steps up to and including discharge.

FIRST STEP: The employee shall be verbally warned, which will be documented.

SECOND STEP: The employee shall be given a written warning.

THIRD STEP: The employee shall be given a one (1) day to three (3) day suspension without pay, along with a written statement stating the reason.

FOURTH STEP: The employee shall be given a four (4) day to twenty (20) day suspension without pay, along with a written statement stating the reason.

FIFTH STEP: The employee shall be discharged along with a written statement stating the reason for the discharge.

Records of disciplinary action shall cease to have force and effect or be considered in future discipline two (2) years after their effective date in the case of a verbal/written warning and three (3) years after their effective date for a suspension. For discipline

issued regarding harassment or violence in the workplace, a five (5) year period shall apply.

The disciplinary steps for attendance (except for AWOL) and punctuality shall be kept separate from other discipline.

The City will provide to the Union a copy of any discipline issued to an employee.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement, or which alleges an employee has been discharged or disciplined without just cause.

Section 2. Except for complaints arising under Article 4 (Non-Discrimination), the grievance procedure shall be the sole and exclusive means for the resolution of any complaints or controversies regarding alleged violations of this Agreement and no action at law or in equity shall be undertaken by any employee covered by this agreement or by the Union or the City except an action by the Union or the City to: require arbitration; or to enforce or set aside the decision of an arbitrator.

Section 3. The following procedures shall apply to the administration of all grievances under this procedure. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

Section 4. A grievance relating to discharge, suspension, layoff, or recall may be filed at Step 2 of the Grievance Procedure.

Section 5. Time limits set forth herein shall be strictly construed and shall not be modified except by written agreement of the parties. If the City fails to timely respond to any grievance, it shall be deemed a denial of the grievance at the Step involved therein and the Union may appeal to the next Step. If the employee or the Union fails to timely file a grievance or appeal the City's response to the next step, the grievance shall be deemed waived. Such waiver by default shall not constitute a precedent.

Section 6. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: The grievance shall be reduced to writing and presented to the Department head or his/her designee within ten (10) calendar days after the occurrence of the facts giving rise to the grievance or within ten (10) calendar days after the employee should have reasonably become aware of such

grievance. The Department head or his/her designee shall respond in writing to such grievance within seven (7) calendar days after presentation.

Step 2: If the matter is not satisfactorily resolved at Step 1, the Union may appeal the grievance to the Mayor or his or her designee within seven (7) calendar days after receipt of the answer at Step 1. Such appeal to the Mayor shall be in writing. The Mayor or designee shall respond to the grievance within fifteen (15) calendar days after receipt of such grievance.

Step 3: If the grievance is not resolved at Step 2, the matter may be referred to arbitration in accordance with the American Arbitration Association ("the AAA") or the Federal Mediation and Conciliation Service ("the FMCS"), with the selection of the agency alternating between the parties for each such appeal. The list of arbitrators provided by the agency shall consist of seven (7) arbitrators. The arbitrator shall be selected via the alternate-strike method. Such appeal to arbitration shall be made within thirty (30) calendar days after the receipt of the answer of the Mayor at Step 2. The parties may, prior to referring the matter to the agency, agree upon an arbitrator, who shall conduct a hearing in accordance with the rules of the agency.

Section 7. The Arbitrator's authority shall be limited to interpretation and application of this Agreement, and shall have no authority to add to, subtract from or modify in any way the provisions of this Agreement. The Arbitrator's decision shall be consistent with applicable law. The fee and expenses of the Arbitrator shall be borne equally by the City and the Union. Witnesses may be called by the Union or by the City and the party calling the witness shall bear the expense of fees or wages. The City shall cooperate in granting time off to witnesses called by the Union. Witnesses who are otherwise on duty shall return to duty as soon as they have testified. The arbitrator's decision and award shall be in writing and issued within thirty (30) days after receipt of final briefs. The arbitrator's decision shall be final and binding upon the parties hereto.

ARTICLE 11 – NO STRIKE/NO LOCK OUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this paragraph, "strike" means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and conditions of employment regarding their employment or regarding another bargaining unit for the duration of this Contract or any extension thereof. Any employee violating this provision may be subject to termination.

Section 2. The City shall not lock out any employees during the term of this Agreement.

ARTICLE 12 – HOURS OF WORK

Section 1. The regular work week for employees covered by this Agreement shall be forty (40) hours per week. However, the reference to a regular workweek shall in no way be construed as a guarantee of a 40-hour workweek. The starting and ending times shall range from 7:00 a.m. to 6:00 p.m. respectively. The City shall provide employees seven (7) days advance notice prior to changing their regular workweek or shift hours.

Section 2. Overtime compensation, when approved by the employee's supervisor, shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in any such workweek. Such compensation shall be at time and one-half (1½) the regular hourly rate of pay. Paid leave (i.e., holiday, vacation, injury, bereavement, and jury duty) shall be deemed hours worked for computation of overtime. Sick leave shall not be counted as hours worked for computation of overtime.

Section 3. In lieu of overtime pay as provided above, the City, within its discretion, may allow employees to accumulate overtime hours at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked, as compensatory time off, not to exceed forty-eight (48) hours of accumulated time off at any time. Such accumulated time off may be taken per the rules established by the City. Any unused compensatory time off shall be paid for at the end of the calendar year, at the regular rate.

Section 4. Whenever approved by the employee's supervisor, employees called in to work at a time not contiguous to their shift, shall be compensated for the time spent or two (2) hours, whichever is greater.

Section 5. There shall be no pyramiding of overtime.

Section 6. Full-time (40-hour week) employees who are required to work Saturdays at the Civic Center, if not otherwise entitled to overtime, shall receive a \$20/shift premium for such Saturday work.

ARTICLE 13 – SENIORITY

Section 1. City employment seniority shall begin from the date of hire, provided the employee has completed the probationary period.

Section 2. City employment seniority shall be applied for the purpose of accruing such benefits as vacation, longevity and accrued sick leave.

Section 3. Upon request of the Union, the City will provide the Union with a list of all employees in the bargaining unit including their name, date of hire, job classification and the date the employee entered such classification. A revised list shall be provided to the Union every six (6) months, upon request.

Section 4. City employment seniority shall be broken when an employee:

- A. Quits, resigns or retires;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than fifteen (15) months;
- D. Is absent without leave for three (3) or more consecutive work days;
- E. Fails to report for work when recalled from layoff within seven (7) calendar days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown on City records) unless satisfactory excuse is given.

ARTICLE 14 - LAYOFF AND RECALL

Section 1. LAYOFF: Whenever the Employer determines that is necessary to lay off employees, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off in each classification. The Employer will notify the employees fourteen (14) days in advance of the date of layoff.

Section 2. Probationary employees shall be the first to be laid off followed by employees in the order of least seniority in the classification.

Section 3. RECALL: Employees who have been laid off shall retain reinstatement rights to the classification from which they were laid off in reverse order of layoff (last one laid off will be the first one recalled) and shall be subject to recall by the Employer for a period of fifteen (15) months from the date of layoff.

Section 4. Employees to be recalled shall be notified in writing by the Employer of their eligibility of recall by certified letter to the employee's last known address. Upon notification of recall, the employee shall have seven (7) days in which to notify the Employer of their intention to accept or reject reinstatement. Failure of the employee to accept within seven (7) days shall be considered a rejection of the recall opportunity and shall constitute a basis for being removed from the recall list.

ARTICLE 15 – SEPARATION FROM EMPLOYMENT

Section 1. Upon separation from employment, the Employer shall pay all money due the employee, including vacation pay and sick time, within thirty (30) days immediately following the employee's separation.

ARTICLE 16 – JOB POSTINGS

Section 1. When the City determines that a vacancy exists or a new position is created in the bargaining unit, the Employer shall post a notice stating the job classification, rate of pay and work location. Such notice shall indicate the date of

posting and remain posted for five working days. Such notice shall be posted at City Hall, the Building Department, the Fire Department and the Civic Center.

Section 2. Employees who wish to be considered for the posted job must sign the notice prior to the end of the posting period.

ARTICLE 17 – HOLIDAYS

Section 1. Employees who have completed sixty (60) days or more of employment shall receive the following paid holidays/personal days:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Employee's Birthday (Floating Holiday)	Christmas Day

Unless the City determines otherwise on a Citywide basis, should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 2. Hourly employees must work the last-scheduled day before and the first-scheduled day after an observed holiday in order to receive pay for the observed holiday. This provision shall not apply for employees off work due to vacation leave, compensatory time or FMLA leave. This provision may be waived by management, within its discretion, for medical emergency.

For back-to-back holidays (Christmas Eve and Christmas Day, Thanksgiving Day and the Day after Thanksgiving), if the employee is absent the day before or the day after, one holiday shall be forfeited. If the employee is absent both the day before and the day after, both holidays shall be forfeited.

Section 3. Employees assigned to work on an observed holiday will receive pay at the time and one-half (1 ½) overtime rate for all hours worked and an additional eight (8) hours of time to utilize as compensatory time. An employee may voluntarily choose to work on a holiday, with management approval. In that event, the employee will be entitled to take a paid day's leave at the straight-time rate on another day at the employee's discretion.

ARTICLE 18 - VACATIONS

Section 1. All full-time employees of the bargaining unit shall earn paid vacation at their normal rate of pay for each year of service as set forth below:

After 1 year of service	2 weeks vacation
After 4 years of service	3 weeks vacation
After 8 years of service	4 weeks vacation
After 15 years of service	5 weeks vacation

Section 2. Vacation leave cannot be accumulated unless approved by a Department head or due to circumstances beyond an employee's control. Otherwise vacation must be taken during the first twelve (12) months following the anniversary year in which the vacation is earned; otherwise any balance is forfeited. Any employee having a balance of accumulated vacation at the time of the ratification of this agreement shall retain such balance.

Section 3. In the event of an employee's quitting, retirement, layoff or termination, the employee shall receive all unused and accrued vacation pay as provided for under Article 15, Separation from Employment.

Section 4. If a recognized holiday falls within an employee's scheduled vacation, the employee shall receive an additional paid vacation day in lieu of the holiday.

Section 5. No employee shall be required to use vacation time for any other purpose.

ARTICLE 19 – LEAVES OF ABSENCE

Section 1. Bereavement Leave: Following six (6) months of employment, an employee shall be entitled to three (3) days bereavement leave, with pay, on the death of a member of the employee's immediate family. Immediate family shall be defined to include: spouse, child, mother, father (or legal guardian), brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-child, spouse's grandparents. For employees with less than six (6) months employment, funeral leave shall be deducted from accrued sick leave, vacation, or be unpaid.

In the event that the death occurred over 150 miles from the City, the employee may utilize an additional two (2) consecutive days of leave.

Section 2. Personal Leave: Upon request and a showing of a serious, ongoing medical condition, employees may request up to 3 months of personal unpaid leave. Such leaves may be granted per the discretion of the Mayor.

Section 3. Military Leave: Military leave shall be allowed in accordance with State and Federal laws.

Section 4. Family and Medical Leave: The City shall comply with the Family and Medical Leave Act (FMLA). The Employer may substitute any of the employee's accrued vacation time or sick leave during leave taken pursuant to the Family and Medical Leave Act. An employee may elect to retain up to two weeks of accrued vacation time which will not be applied to FMLA leave.

ARTICLE 20 – SICK LEAVE

Section 1. Sick leave shall be accumulated at the rate of 4.62 hours for every eighty (80) hours of completed service.

Section 2. Sick leave is defined as leave with pay granted when an eligible employee is necessarily absent from duty for any of the following reasons: (1) illness or injury which makes the employee unable to perform his or her duties or which present a hazard to others in the performance of such duty; (2) death or serious illness of a member of the employee's immediate family (spouse or children); and (3) time off to visit a doctor or dentist for medical or dental care.

Section 3. An employee who is to be absent on sick leave shall notify the City of such absence and the reason therefore at least one (1) hour, whenever possible, before the start of his or her work shift each day of absence. Management may discipline employees for violation of this requirement. For absences due to scheduled procedures, appointments, etc., or due to circumstances known in advance, the employee is required to provide reasonable notice in advance of the scheduled absence.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. An 8-hour employee absent more than three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave.

Section 6. Accumulated sick leave shall, except as provided below, be forfeited upon termination of employment, whether by permanent layoff, discharge for cause, voluntary quit, retirement, or otherwise. If an employee with at least ten (10) years with the City retires, either regular or disability, is laid off or voluntarily leaves, the employee shall be paid at separation for accumulated sick leave at the rate of 25% of the hours accumulated in an amount not to exceed 240 hours. If an employee is rehired, previously accumulated sick leave forfeited on the prior termination is not reinstated.

Section 7. Employees who do not have active absence-related discipline in their file and who have exhausted all of their accrued time (sick, vacation, compensatory) may request donations of sick leave for a serious health condition they are afflicted with. Employees may donate sick leave under such circumstances, but must maintain at least one hundred and twenty (120) hours in their bank following their donation.

ARTICLE 21 – JURY DUTY

Section 1. An employee serving on jury duty will be excused with pay for time lost during the basic work week, such pay to be the difference between jury pay and the employee's regular daily or weekly pay, as applicable.

ARTICLE 22 – LONGEVITY PAY

Section 1. Full-time employees shall receive longevity pay for each year of full-time employment with the City commencing with the Third (3rd) anniversary date of full-time employment. Payments shall be according to the following schedule:

<u>Years of Service</u>		<u>Years of Service</u>	
3	\$150.00	17	\$800.00
4	\$150.00	18	\$800.00
5	\$300.00	19	\$800.00
6	\$300.00	20	\$1,000.00
7	\$300.00	21	\$1,000.00
8	\$300.00	22	\$1,000.00
9	\$300.00	23	\$1,000.00
10	\$500.00	24	\$1,000.00
11	\$500.00	25	\$1,200.00
12	\$500.00	26	\$1,200.00
13	\$500.00	27	\$1,200.00
14	\$500.00	28	\$1,200.00
15	\$800.00	29	\$1,200.00
16	\$800.00	30	\$1,500.00
		30+	\$1,500.00

Section 2. The longevity bonus shall vest on the anniversary date of the employee and shall be paid not later than the last pay period in December of the employee's anniversary year.

ARTICLE 23 - INSURANCE

Section 1. Through November 30, 2014, the City shall continue to pay ninety-five percent (95%) (with employees paying five percent (5%)) of the full cost of monthly premiums for the medical, prescription drug, vision and dental coverage provided to employees. Beginning December 1, 2014, employees shall contribute ten percent (10%) of the City's monthly premiums for medical, prescription drug, vision and dental coverage, not to exceed \$183.00 per month for family coverage and \$70.00 per month for single coverage. Employees shall continue to pay all applicable co-payments/office visit and other associated out-of-pocket charges etc., including the deductibles

applicable for single or family coverage, up to a maximum annual deductible of \$750 (Seven Hundred Fifty Dollars) for single coverage and \$1,500 (One Thousand Five Hundred Dollars) deductible for family coverage. The City shall have the right to change providers; however, the current levels of coverage shall be maintained for the duration of the agreement.

The City has the right to create a Health Savings Plan which employees can participate in at their option.

Each bargaining unit shall select one (1) representative to a Health Insurance Committee. The Mayor shall appoint two (2) additional members. The committee shall explore options for health insurance and make recommendations to the City and the Union regarding plan design and employee premium contributions.

Section 2. The City shall provide Life and Accidental Death and Dismemberment insurance at the current level at no cost to the employee.

ARTICLE 24 – TRAINING

Section 1. The City shall pay the cost of any required training classes and any training materials or books required for such classes.

Section 2. The City shall pay the cost of membership in any City-approved professional organizations (such as ICC, BOCONEA, INPEA, etc.).

ARTICLE 25 – SHOE AND CLOTHING ALLOWANCE

Section 1. The City shall provide a shoe and clothing allowance to employees as per established practice.

ARTICLE 26 - SEVERABILITY

Section 1. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 2. If a provision of this Agreement is rendered invalid or unenforceable, the parties shall convene for the purpose of negotiating a replacement provision.

**SCHEDULE A
WAGE RATES**

CLASSIFICATION	PRE-RATIFICATION RATES	1/1/2012 (Retroactive 1% increase)	1/1/2013 (wage freeze)	1/1/2014 (2.5% increase)
Housing Inspector				
Starting Rate	\$14.10	\$14.24	\$14.24	\$14.60
1 st Anniversary	\$14.60	\$14.75	\$14.75	\$15.12
2 nd Anniversary	\$15.10	\$15.25	\$15.25	\$15.63
3 rd Anniversary	\$15.82	\$15.82*	\$15.82	\$16.22

The City shall provide a \$1.00/hour premium pay for Housing Inspectors obtaining specified licenses.

The lone Housing Inspector earning above the top rate as of the date of ratification of the 2012-2014 Agreement shall maintain that rate and will also receive the negotiated wage increase and bonus. As of the date of ratification, the lone probationary employee is being compensated at the top hourly rate (\$15.82) plus the \$1.00/hour specified-license premium.

Clerical*				
Finance Clerk I	\$20.19	\$20.39	\$20.39	\$20.90
Finance Clerk II	\$15.94	\$16.10	\$16.10	\$16.50
Service Department Clerk	\$13.18	\$13.31	\$13.31	\$13.64
Detective Bureau Clerk	\$14.17	\$14.31	\$14.31	\$14.67
Detective Bureau Clerk/Juvenile Diversion Coordinator/Deputy Clerk of Courts	\$17.42	\$17.59	\$17.59	\$18.03

Traffic Bureau Clerk	\$16.73	\$16.90	\$16.90	\$17.32
Records Clerk	\$20.15	\$20.35	\$20.35	\$20.86
Evidence Technician/Clerk	\$14.85	\$15.00	\$15.00	\$15.38
General Clerk	\$14.42	\$14.56	\$14.56	\$14.92
Building Department Office Manager	\$14.93	\$15.08	\$15.08	\$15.46
Building Department Clerk	\$12.37	\$12.49	\$12.49	\$12.80
Receptionist	\$12.40	\$12.52	\$12.52	\$12.83
Custodian	\$14.42	\$14.56	\$14.56	\$14.92

All non-probationary employees shall receive a \$250 signing bonus upon ratification.

Probationary employees shall receive the above-identified 2012, one percent (1%) wage increase upon the successful completion of the probationary period (non-retroactive).

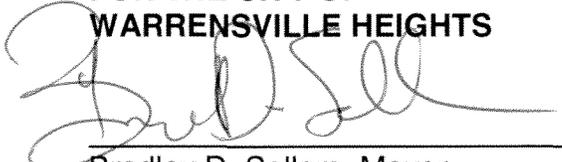
*The 3rd Anniversary rate for the Housing Inspector was not increased by one percent (1%) for 2012.

+Within ninety (90) days of ratification of the 2012-2014 Agreement, the City will conduct an internal audit of the clerical/administrative positions to evaluate the disparity in pay rates between the current employees in these positions. The City, within its discretion, may adjust the pay rates of these positions upon completion of its audit. (Employees will not have hourly rates reduced as a result of the audit.)

SIGNATURE PAGE

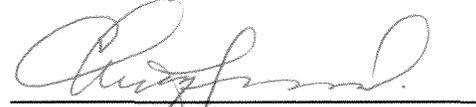
IN WITNESS THEREOF, the parties have hereunto set their hands this 21st day of December, 2012.

**FOR THE CITY OF
WARRENSVILLE HEIGHTS**



Bradley D. Sellers, Mayor

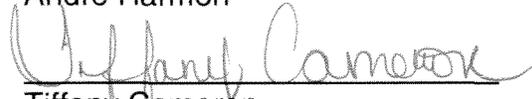
**FOR THE UNION
GCC/IBT LOCAL 546M**



Christopher Farrand, President

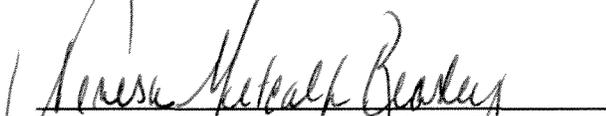


Andre Harmon



Tiffany Cameron

APPROVED AS TO FORM:



Theresa Metcalf Beasley, Law Director