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First Amendment to the
Collective Bargaining Agreement (Contract No. 6616)

by and between

Ohio Patrolmen's Benevolent Association

And

City of Cuyahoga Falls

This First Amendment to the collective bargaining agreement (Contract No. 6616) by and between the City of Cuyahoga Falls and the Ohio Patrolmen's Benevolent Association ("OPBA"), representing Sergeants and Lieutenants is entered into as of this 20~~11~~¹⁴ day of January, 20~~11~~¹⁴, ("City"), pursuant to the authority of Ord. No. 86-2011, passed 10/31, 2011,

WITNESSETH:

WHEREAS, pursuant to the authority of Ord. No. 126-1020 the City and OPBA, on December 20, 2010, entered into the collective bargaining agreement now known as City Contract No. 6616 (the "Contract"), and

WHEREAS, it is in the mutual best interests of the City and OPBA to amend the Contract, and the parties desire to do so,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and OPBA hereby agree as follows:

1. Article 19 of Contract No. 6616 is hereby amended to read in its entirety as follows:

Article 19. Wages

SECTION 1. WAGES RATES.

Effective January 1, 2011, the hourly wage rates for bargaining unit members shall be the rates as set forth in Appendix A of this contract. The wage rates as set forth in Appendix A reflect a zero percent (0%) wage increase effective January 1, 2011

Wages effective January 1, 2012 and thereafter shall be as set forth in Appendix A.

It is agreed that if the City agrees to voluntarily increase the basic wages of any employees during the term of this agreement, the City shall increase the basic wages of the OPBA Gold bargaining unit by an equal percentage. The City's acquiescence to a

factfinder's report approved over objection of the administration, or conciliation, shall not be deemed a "voluntary" increase in basic wages.

SECTION 2. PLACEMENT ON WAGE SCALE.

Except as otherwise provided in this Agreement, sergeants and lieutenants shall be placed on the wage scale in accordance with their seniority, subject to the City's right to withhold annual increases for reasons related to merit, consistent with past practice and the following guidelines:

- A. Original appointments to the positions of sergeant and lieutenant in the bargaining unit shall be placed in that step of the appropriate pay range which provides the member compensation closest to a five percent (5%) increase, but not more than a seven percent (7%) increase, from what the member was receiving in the position from which he advanced. Members shall serve in that step for a minimum one-year period. Said members shall be classified as "Temporary to Permanent" (Provisional or Probationary), and shall not attain "Permanent" status until they have served their required probationary period. The probationary period of various classes of the positions is filed with the records clerk in compliance with the Rules of the Cuyahoga Falls Civil Service Commission.
- B. At the expiration of one (1) year, permanent employees shall be elevated to the succeeding step only upon recommendation of their department head. Such recommendation shall be given after the member is satisfactorily performing his duties. Permanent employees shall advance each year thereafter, upon recommendation of their department head, until reaching Step D, which recommendation shall be made for all members satisfactorily performing their duties. After eight (8) completed years of service and after thirteen (13) completed years of service said members shall advance through Steps A through D of the respective pay ranges designated eight and thirteen years of service upon the same conditions set forth for advancement above.

2. Article 22 of Contract No. 6616 is hereby amended to read in its entirety as follows:

Article 22. Health Insurance

SECTION 1 The City shall make available to all full-time bargaining unit employees comprehensive major medical/hospitalization health care insurance, as set forth in Section 2. The participating employee may elect either single or family coverage.

SECTION 2. The following summary of medical benefits will be effective July 1, 2009, except as otherwise noted.

NETWORK:	NON NETWORK:
Percentage Payable after deductible is met	
90%/10%	70%/30%
Maximum Out of Pocket (excluding deductibles and co-pays)	
\$1,000/2,000	\$2,500/5,000
Deductible	
\$150/300 except office visit \$200/\$400 except office visit (eff. 1/1/10)	\$200/\$400 \$400/\$800 (eff. 1/1/10)
Office Visits/Urgent Care	
\$15 co-pay	70%/30%
<p>The \$15.00 co-pay for office visits applies to all office visits including those for follow-up treatment for a single medical condition.</p>	
Surgery (eliminate surgical schedule)	
90%/10%	70%/30%
Anesthesiology (eliminate 100% billed)	
90%/10%	70%/30%
Emergency Room Deductible:	
<p>\$50 per visit (exclusive of other deductibles). The Emergency Room Deductible</p>	

shall be waived if, as a result of the condition requiring the Emergency Room visit, the covered person is admitted to an area of the hospital other than the Emergency Room.

Member Co-pay for Prescription Drugs

Retail Purchases	Mail Order Purchases (90 day supply)
\$5 generic \$20 formulary name brand \$30 non-formulary name brand	\$10 generic \$40 formulary name brand \$60 non-formulary name brand

If a name brand drug is dispensed, the co-pay for name brand drugs applies regardless of whether a generic equivalent is available. Members needing to take medication for at least 90 days shall, after obtaining two 30 day prescriptions of the drug at retail, obtain further refills through the City's mail order prescription drug service. Members needing to take medication for less than 90 days may purchase said medication by mail order with the co-pay prorated at the rate of the mail order co-pay.

MM Lifetime Maximum: \$2,000,000

Spousal Eligibility:

When the spouse of a member is employed on a full-time basis (defined as 32 or more hours of work per week) or retired and the spouse's employer or retirement plan makes health care coverage available to the spouse – regardless of the cost – the City's coverage of the spouse shall be limited to being secondary to the coverage that is available from the spouse's employer or retirement plan.

As an alternative to obtaining health care coverage from their primary employers, employed spouses may elect to enroll in the City's health care plan by paying a monthly premium equal to the greater of two-sevenths (2/7) the established COBRA rate for single coverage or any sum received by the employed spouse from his/her employer to decline health care coverage from said employer.

In the event a husband and wife are both employed by the City of Cuyahoga Falls, each will be enrolled with single coverage; provided that if they have dependent children, the husband and wife shall be enrolled together under a single enrollment for family coverage.

A member seeking health care coverage from the City for his/her spouse shall be required to provide to the Department of Human Resources a statement indicating the spouse's employment status along with a statement from the spouse's employer or retirement plan administrator or other appropriate agency that health care coverage is not available to the spouse as a result of the spouse's employment status. The member shall promptly notify the Department of Human Resources of any change in the employment or insurance status of his/her spouse. If a member provides false information concerning his/her spouse, or fails to notify the Department of Human Resources of any required information, the member shall be required to reimburse the City for any medical expenses paid by the City on behalf of the spouse that would not have been paid had the City had accurate information concerning the spouse's employment or insurance status. Said reimbursement may take the form of a payroll deduction in an amount not greater than 5% of the employee's gross pay until full reimbursement is made.

Additional Items of Health Coverage

To clarify and/or provide additional health care coverage, the following services will be covered as noted herein effective July 1, 2009. All levels of coverage are after exhaustion of applicable deductibles:

	Network (member pays)	Non/Network (member pays)
Office Exam with Pap Test	\$15.00	30% after ded.
Routine Pap Test		\$15.00 30%
Routine Mammogram	\$15.00	30%
Well Child Exam Inc. Immunizations (to age 11)		\$15.00 30%
Routine Physical Exam	\$15.00	30%
HPV Vaccination		10% after deductible30
Childhood Immunizations (to age 11)	10% after deductible	30%
Diagnostic Testing		10% after deductible30

Oral Contraceptives prescribed for any purpose shall be covered at the same co-pay levels as any other covered prescription drug.

SECTION 3. DENTAL BENEFITS. The City will continue to provide a dental insurance plan for all members of this bargaining unit, their spouses and dependents, which shall be substantially, equal overall to provisions of the plan now in effect. The City shall bear the cost of providing said dental insurance. The City shall provide benefits for dental implants up to the same actual dollar amount that it would pay toward covered dental bridges.

SECTION 4. A certificate of insurance shall be given to each member with the description of benefits for the member, spouse and dependents.

SECTION 5. EYE SURGERY.

In recognition of the safety enhancement afforded by corrected vision, any bargaining unit member may obtain corrective eye surgery effective upon the execution of this agreement. This benefit is available only to the bargaining unit member, and is available only once during the member's employment with the City. Corrective eye surgery shall be defined as any surgical procedure that will correct the member's vision to the extent that glasses or contact lenses are no longer necessary for the member to perform safety related duties of the job. The City will pay 80% of the cost of the surgery, together with any required follow-up care, provided that the City will only pay for procedures performed in the United States of America.

SECTION 6. RETIREE HEALTH INSURANCE REIMBURSEMENT

Members of the bargaining unit who were hired as police officers in Cuyahoga Falls prior to April 1, 2006, shall be provided with health care benefits upon retirement as provided in accordance with the terms of Ordinance 160-2003.

3. Article 38 of Contract No. 6616 is hereby amended to read in its entirety as follows:

Article 38. Term of Agreement

This agreement shall be in effect from January 1, 2011, to December 31, 2013. To initiate negotiations for a successor agreement, either party may give written notice to the other at least ninety (90) days prior to December 31, 2013.

4. Appendix A to Contract No. 6616 is hereby amended to read in its entirety as follows:

Appendix A

Effective January 1, 2011

	A	B	Steps C	D
Sergeant	28.0085	29.3870	30.8814	32.3630
Over 7 Complete Service Years	28.7943	30.1857	31.6803	33.2262
Over 12 Complete Service Years	29.4772	30.9845	32.4919	34.0249
<hr/>				
Lieutenant	33.1360	33.9348	35.6096	37.3618
Over 7 Complete Service Years	34.0378	34.8752	36.5757	38.3795
Over 12 Complete Service Years	34.8752	35.7128	37.4649	39.3200

Effective January 1, 2012

	A	B	Steps C	D
Sergeant	28.0085	29.3870	30.8814	32.3630
Over 7 Complete Service Years	28.7943	30.1857	31.6803	33.2262
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Effective January 1, 2013

	Steps			
	A	B	C	D
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Over 7 Complete Service Years	34.0378	34.8752	36.5757	38.3795
Over 12 Complete Service Years	34.8752	35.7128	37.4649	39.3200

IN WITNESS WHEREOF, the parties hereto have set forth their authorized signatures:

Date: _____

For the City:



Don L. Robart, Mayor

For the Union:



Randy Weltman



Mark S. Hawley



Edward L. Caswell

Certificate of the Director of Law

Approved as to form and correctness.



Paul A. Janis

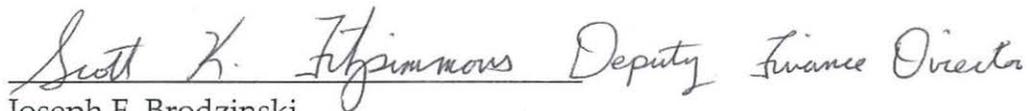
Director of Law

Date: 1-16-12

Certificate of the Director of Finance

To the Mayor, Director of Public Safety or Director of Public Service:

I hereby certify that the funds required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



Joseph F. Brodzinski

Director of Finance

Date: 1/20/12

for

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. 86 - 2011

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
8 AN AMENDMENT OF CONTRACT NO. 6616 WITH THE OHIO
9 PATROLMEN'S BENEVOLENT ASSOCIATION, AND DECLARING
10 AN EMERGENCY.

11
12 WHEREAS, pursuant to the authority of Ord. No. 126-2010, the Mayor entered into a collec-
13 tive bargaining agreement (Contract No. 6616) with the Ohio Patrolmen's Benevolent Association
14 ("OPBA"), representing sergeants and lieutenants, and

15
16 WHEREAS, the Mayor and his representatives and the OPBA (representing sergeants and
17 lieutenants) have bargained collectively and in good faith and said bargaining has resulted in a
18 tentative agreement on an amendment to Contract No. 6616, and

19
20 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County
21 of Summit and State of Ohio, that:

22
23 Section 1. The Mayor is hereby authorized to enter into an amendment of Contract No. 6616
24 with the Ohio Patrolmen's Benevolent Association (representing sergeants and lieutenants), sub-
25 stantially in the form of agreement placed on file with the Clerk of Council in Council File No.
26 _____

27
28 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions
29 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of ordi-
30 nances and resolutions not inconsistent herewith and which have not previously been repealed
31 are hereby ratified and confirmed.

32
33 Section 3. It is found and determined that all formal actions of this Council concerning and
34 relating to the adoption of this ordinance were adopted in an open meeting of this Council and
35 that all deliberations of this Council and of any of its committees that resulted in such formal
36 action were in meetings open to the public, in compliance with all legal requirements including
37 Chapter 107 of the Codified Ordinances.

38
39 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the
40 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
41 Falls and the inhabitants thereof and provided it receives the affirmative vote of two-thirds of the
42 members elected or appointed to Council, it shall take effect and be in force immediately upon its
43 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
44 period allowed by law.

45
46
47 Passed: 10-31-11

48 Diane Clavichio
49 President of Council

50
51 Catherine J. Meacham
52 Clerk of Council

53
54
55 Approved: 11/1/11

56
57 D. Robert
58 Mayor