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**First Amendment to the
Collective Bargaining Agreement (Contract No. 6619)**

by and between

Ohio Patrolmen's Benevolent Association

And

City of Cuyahoga Falls

This First Amendment to the collective bargaining agreement (Contract No. 6619) by and between the City of Cuyahoga Falls and the Ohio Patrolmen's Benevolent Association (representing Patrol Officers and Community Service Officers ("OPBA")) is entered into as of this 20th day of January, ~~2011~~²⁰¹², ("City"), pursuant to the authority of Ord. No. ~~85-2011~~, passed 10/31, 2011,

WITNESSETH:

WHEREAS, pursuant to the authority of Ord. No. 139-2010, the City and OPBA, on January 13, 2011, entered into the collective bargaining agreement now known as City Contract No. 6619 (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. 6619 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 set forth in Appendix A of this contract. The wage rates as set forth in Appendix A reflect a zero percent (0.0%) wage increase effective January 1, 2011.

The provisions of this Section shall not be deemed to affect a Member's eligibility for a Step Increase as provided for in this Article.

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 Blue 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

- A. Except as otherwise provided in this Agreement, patrol officers and CSO's 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.
 - B. Original appointments to a position in the bargaining unit shall be placed in Step A. Members classified under Step A shall not attain "Regular" 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. At the expiration of one calendar year from their original appointment, regular employees in Step A shall be elevated to Step B only upon recommendation of the Chief of Police. Such recommendation shall be given after the employee is satisfactorily performing his duties.
 - C. Regular employees shall advance each calendar year thereafter, upon recommendation of the Chief of Police until reaching Step F, which recommendation shall be made for all members satisfactorily performing their duties. After seven (7) completed calendar years of service and after twelve (12) completed calendar years of service said members shall advance to Step F and G respectively upon the same conditions set forth for advancement above.
2. Article 22 of Contract No. 6619 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.

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 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.</p>	

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	Non/Network
		(member pays)	(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 deductible	30%
Childhood Immunizations (to age 11)	10% after deductible	30%	
Diagnostic Testing		10% after deductible	30%

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 description of benefits shall be given to each member.

SECTION 5. Members of the bargaining unit as of April 1, 2006, shall be provided with health care benefits upon retirement as provided in accordance with the terms of Ordinance 160-2003 (Appendix B).

3. Article 36 of Contract No. 6619 is hereby amended to read in its entirety as follows:

Article 36. 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. 6619 is hereby amended to read in its entirety as follows:

APPENDIX A

Wages set forth in terms of hourly rates

**Wage
Rates**

Ohio Patrolmen's Benevolent Association Police Officers, Community Service
Officers (Blue)
Rates Effective January 1, 2011 (0.0 Percent)

	Steps						
	A	B	C	D	E	F*	G**
CSO	18.6416	20.5774	21.5776	22.5775	23.8339	24.5520	25.2698
Patrolman	21.6544	23.8852	25.0006	26.1290	27.5775	28.3724	29.1930

Ohio Patrolmen's Benevolent Association Police Officers, Community Service
Officers (Blue)

Rates Effective January 1, 2012

	Steps						
	A	B	C	D	E	F*	G**
CSO	18.6416	20.5774	21.5776	22.5775	23.8339	24.5520	25.2698
Patrolman	21.6544	23.8852	25.0006	26.1290	27.5775	28.3724	29.1930

Ohio Patrolmen's Benevolent Association Police Officers, Community Service Officers (Blue)

Rates Effective January 1, 2013

	Steps						
	A	B	C	D	E	F*	G**
CSO	18.6416	20.5774	21.5776	22.5775	23.8339	24.5520	25.2698
Patrolman	21.6544	23.8852	25.0006	26.1290	27.5775	28.3724	29.1930

*After 7 Complete Service Years

**After 12 Complete Service Years

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

Date: _____

For the City:

Don L. Robart

Don L. Robart, Mayor

For the Union:

Randy Weltman

Randy Weltman

Donald C. Patterson

Donald C. Patterson

Certificate of the Director of Law

Approved as to form and correctness.

Paul A. Janis, Deputy Law Director

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.

Scott K. Thompson, Deputy Finance Director

Joseph F. Brodzinski

Director of Finance

Date: 1/20/12

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. 85 - 2011

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
8 AN AMENDMENT OF CONTRACT NO. 6619 WITH THE OHIO
9 PATROLMEN'S BENEVOLENT ASSOCIATION, AND DECLARING
10 AN EMERGENCY.

11
12 WHEREAS, pursuant to the authority of Ord. No. 139-2010, the Mayor entered into a collec-
13 tive bargaining agreement (Contract No. 6619) with the Ohio Patrolmen's Benevolent Association
14 ("OPBA"), representing patrol officers and community service officers ("CSOs"), and

15
16 WHEREAS, the Mayor and his representatives and the OPBA (representing patrol officers and
17 CSOs) have bargained collectively and in good faith and said bargaining has resulted in a tenta-
18 tive agreement on an amendment to Contract No. 6619, 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:

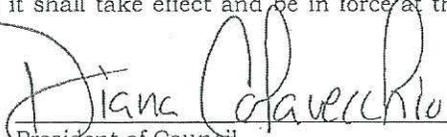
22
23 Section 1. The Mayor is hereby authorized to enter into an amendment of Contract No. 6619
24 with the Ohio Patrolmen's Benevolent Association (representing patrol officers and CSOs), sub-
25 stantially in the form of agreement placed on file with the Clerk of Council in Council File No.
26 _____.

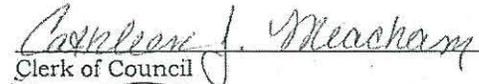
27
28 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions
29 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of ordi-
30 nances and resolutions not inconsistent herewith and which have not previously been repealed
31 are hereby 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
49
50 
51 _____
52 President of Council

53
54 
55 _____
56 Clerk of Council

57
58 Approved: 11/1/11 _____

59 

Mayor