

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

AND



THE CITY OF CUYAHOGA FALLS, OHIO

(DISPATCHERS)

EFFECTIVE: January 1, 2011

EXPIRES: December 31, 2013

AS PREPARED BY:

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Article 1. Purpose

This Agreement is entered into by the City of Cuyahoga Falls, hereinafter referred to as "City," and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the bargaining unit or "F.O.P./O.L.C."

The objective of this agreement is to achieve and maintain a positive employer-employee relationship and improved work performance.

Article 2. Union Recognition

Section 1. The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees classified as dispatchers.

Section 2. All current positions and classifications not specifically designated as being included in the bargaining unit shall be deemed excluded.

Article 3. Union Representation

Section 1. Local Union Officials. The Union shall provide to the City an official roster of its officers which is to be kept current at all times, and shall include the following:

- A. Name
- B. Address
- C. Union office held
- D. Home telephone

Section 2. Grievance Meetings. A steward is permitted to leave work to represent a member at a hearing if requested by the member and if consent is obtained from the Department Head. A steward shall be permitted up to one (1) hour to investigate and process each grievance and the Department Head may extend this period for good cause shown.

Article 4. Visitation of Officials

Accredited representatives of the F.O.P./O.L.C. may have access to the working areas of its members (except the Detective Bureau unless a supervisor is present) at reasonable times during working hours, provided prior approval is given by the Department Head or his designated representative. Such approval shall not be arbitrarily withheld.

Article 5. Management Rights

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official, or in any way abridging or reducing such authority, but this Agreement shall be construed as requiring said City officials to follow the procedures and policies herein prescribed to the extent they are applicable, in the exercise of the authority conferred upon them by law.

Section 2. Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it under the laws of the State of Ohio, the Charter of the City of Cuyahoga Falls, the ordinances of the City, the rules and regulations of the Civil Service Commission, and the Department Rules and Regulations. These rights, powers and authority include, but are not limited to the following:

- A. The right to determine, effectuate and implement the objectives and goals of the City and the Dispatch Center.
- B. The right to manage and supervise all operations and functions of the Dispatch Center.
- C. The right to establish, allocate, schedule, assign, modify, change and discontinue Dispatch Center operations, work shifts and working hours.
- D. The right to establish, modify, change and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign and retain employees; suspend, demote, discharge or take other disciplinary action against employees for just cause, and to relieve employees from duties due to lack of work or funds.
- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set and implement policies for the selection, training and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any City function, operation and department.
- I. The right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of City property and personnel.
- J. The right to adopt, modify, change, enforce or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of the Agreement.

- K. The right to establish, select, modify, change or discontinue equipment, materials and the allocation and distribution thereof.
- L. The right to determine and enforce employee's quality and quantity standards.
- M. The right to contract, subcontract, merge, sell or discontinue any function or operation of the City.
- N. The right to engage consultants for any function of operation of the City.
- O. The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery or any other type of property or service.
- P. The right to control the use of property, machinery, inventories and equipment owned, leased, or borrowed by the City.
- Q. The right to establish, implement, change, modify, adjust and discontinue any process, technique, method and the type of machinery or equipment to be used or operated by the City or any of its employees.
- R. The location, establishment and organization of new departments, divisions, subdivisions or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same.
- S. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

Article 6. Union Security

Section 1. The City agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining unit upon the employee's submission to the City of a voluntary, written dues authorization form as provided herein.

Section 2. The City shall deduct such Union membership dues once each month from the pay of an eligible employee in the bargaining unit upon receiving such written dues authorization. The signed payroll deduction form must be presented to the City by the employee.

Section 3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City

harmless from any claims, action, or proceedings by any employee arising from the deduction made by the City pursuant to this Article.

Section 4. The City shall be relieved from making such individual "check-off" deductions upon the employee's: (1) termination of employment; (2) transfer to a job other than one covered by this bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 5. The parties agree that neither the employee nor the Union shall have claim against the City for errors in the processing of deductions.

Section 6. The rate at which dues are to be deducted shall be certified to the City once a year within thirty (30) days of the ratification of this Agreement by the Director of the Union and during January of each year. The Union may make changes to dues deducted only once per year.

Section 7. Any dues, fees, or assessments collected by the City as part of this Agreement shall be transmitted once each month to Fraternal Order of Police/Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611.

Article 7. Grievance and Arbitration Procedure

Section 1. Grievance Defined: A grievance is a dispute between the City and the F.O.P./O.L.C. or a member or group of members as to the interpretation, application, or violation of any terms or provisions of this Agreement.

Section 2. Grievance Process:

Step 1. A member shall attempt to resolve any controversy, difference or dispute with her immediate supervisor before proceeding with the subsequent steps governing grievance procedures.

Step 2. A formal written grievance must be filed within five (5) calendar days of the date on which the member first knew or reasonably should have known of the acts, conditions or circumstances giving rise to the grievance. The written grievance shall be filed with the Department Head who shall have the right to review the grievance with the member and with the F.O.P./O.L.C. Staff Representative or his designee. The Department Head shall, within five (5) calendar days from receipt of the grievance, provide the member, and the the F.O.P./O.L.C. a written answer to the grievance. If the member does not invoke Step 3 within five (5) calendar days after receipt of the written answer, said alleged grievance shall be considered satisfactorily resolved.

Step 3. The member may appeal in writing within seven (7) calendar days after receipt of the written decision in Step 2 to the Mayor or his designee, who shall meet with the Department Head, the F.O.P./O.L.C. Staff Representative and the member within seven (7) calendar days from receipt of appeal and will notify the member, the F.O.P./O.L.C. and the Department Head of his decision in writing within five (5) calendar days from hearing the appeal.

Step 4. The F.O.P./O.L.C. may appeal in writing within thirty (30) calendar days after receipt of the written decision in Step 3 to binding arbitration. The F.O.P./O.L.C. shall contact the F.M.C.S. and thereafter the parties shall select an arbitrator by the alternate striking method. Arbitration proceedings shall be conducted in accordance with A.A.A. rules.

The arbitrator's decision shall be strictly confined to interpretation of this contract and the arbitrator shall have no authority to add to, change, or modify this contract. This decision shall be issued in writing pursuant to A.A.A. rules. This decision shall be final, conclusive and binding on the Union, the City and the grievant. The cost of the Arbitrator shall be shared by the City and by the Union equally.

Nothing herein shall prevent the parties from voluntarily settling the grievance after the appeal to arbitration has been filed.

If the grievant and/or Union fails to comply with the time limit prescribed by these procedures, then the matter shall be considered settled against the grievant and the Union, and the grievant and the Union shall have no right to pursue the grievance further. All time limits herein may be extended to a time certain by mutual written agreement of the City and the Union.

Discipline matters shall be submitted at Step 3 of the grievance procedure.

Section 3. The grievance procedure is the exclusive method of settling or adjudicating disputes within its scope as defined in paragraph "A" above, as to such matters, it supersedes Civil Service procedures. Also, alleged violations of this Agreement must be filed through the grievance procedure and cannot be filed directly in court.

Section 4. Form: A form will be agreed to by the parties for all grievances processed.

Article 8. Employee Rights

Section 1. It is agreed that any member of this bargaining unit, except those excluded, have the right to join the F.O.P./O.L.C. for mutual aid or protection and to

bargain collectively. Employees also have the right to refrain from being a member of the F.O.P./O.L.C.

The F.O.P./O.L.C. shall not indulge in restrictions or practices which deny membership of employees of the City of Cuyahoga Falls, Ohio because of race, color, creed, sex or national origin and shall be free of corrupt influences. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in "Union Affairs."

Section 2.

A. General

1. Complaints against a bargaining unit member, anonymous or otherwise, when determined (by the Department Head) to be unfounded, shall not be included in the personnel file of the officer and may not be used in any subsequent disciplinary procedure or employment action.
2. For purposes of grievances, "serious disciplinary action" shall include discharge, suspension without pay, and any other discipline more serious than a written or oral reprimand.

B. Investigation

1. On request, the member may have a Union representative present at an investigatory interview if there is a reasonable basis that it may lead to serious disciplinary action.
2. A member who is to be questioned as a suspect in any investigation of any criminal charge against her shall be advised of her constitutional rights before any questioning starts.
3. A member will be informed of the nature of any investigation of herself prior to any questioning. If the member being questioned is, at that time, a witness and not under investigation she shall be so advised.
4. When a member suspected of a violation is being interviewed or interrogated in an investigation, such interrogation may be recorded at the request and expense of either party. There will be no taping except with knowledge of all parties present.

C. Discipline

1. Before a member is dismissed, suspended without pay, or otherwise given serious discipline as defined above, the member

has a right to a hearing before the Department Head or his designee. At least seven (7) calendar days before the hearing, the member shall be notified of the charge(s) against her in writing.

2. The standard for review in an arbitration case alleging wrongful discharge shall be whether the action was for just cause.
3. Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters after twenty-four (24) months.

Section 3. The parties recognize that dispatchers shall continue to perform all duties, functions, and responsibilities that they previously and currently perform. However, except in emergency circumstances, Bargaining Unit Members will not be required to search, handle, shower or contact prisoners or prisoner items, including but not limited to, prisoner clothing, or prisoner urine samples. Emergency circumstances means a period of time in which a female police officer or female supervisor is not working on the shift in which the prisoner contact is required and said contact with a prisoner cannot wait until such a time as a female officer or supervisor is available to perform the function.

Article 9. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the F.O.P./O.L.C., upon declaration of said emergency by the Mayor. Said declaration of emergency shall expire after a forty-eight (48) hour period unless the declaration of emergency is extended by order of the Mayor.

- A. Time limits for grievances are postponed until the emergency has been declared ended.
- B. Limitations on distribution of work assignments.
- C. Limitations on distribution of overtime except that any member shall be paid overtime pay for hours worked in excess of her normal workday or workweek.
- D. In addition, and notwithstanding other articles of this Agreement, the City reserves the right during any such emergency to assign members to work without regard to their employment classification.

Article 10. Labor-Management Committee

In the interest of sound relations, a joint committee of no less than two (2) nor more than four (4) members, half of whom shall be from the City and half of whom shall be from the F.O.P./O.L.C. will convene on an as-needed basis for the purpose of

discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either the City or the F.O.P./O.L.C. may request that a representative of the Finance Department participate in a scheduled Labor-Management Committee meeting. It is understood that this Committee shall meet at a time when practicable, considering the other duties and responsibilities of the City.

Article 11. Bulletin Boards

Section 1. The City shall furnish a bulletin board for the Union which may be used for the following notices approved by the Union:

- A. Recreational and social affairs of the Union;
- B. Union meetings;
- C. Union nominations and elections;
- D. Reports of Union committees;
- E. Rulings of the policies of the International Union.

Section 2. Notices of announcements shall not contain anything political, (including matters of local politics but also signs such as those urging a boycott of certain products and any other political matters), nor anything reflecting upon the City or any of its employees.

Upon request of the City, the Union will immediately remove any notice or other writing that violates these provisions upon being notified by the City that such a violation exists.

Article 12. Pension Fund "Pick-up"

Effective as soon as practical, the City shall implement a system whereby it shall pick up the member's required contribution to PERS without additional cost to the City and in accordance with applicable Internal Revenue Service Rulings, Ohio Attorney General Opinions and state regulations and shall be for the purpose of defining member tax liability. To accomplish this, the wage otherwise currently payable to the member under this Agreement shall be reduced by the amount of PERS pick-up. The member's contract wage thus shall consist of two components: 1) a currently payable ("cash") component; and 2) a deferred ("pick-up") component, which shall be the amount of the member's required PERS contribution being picked up by the City. For all other purposes, except those pertaining to this pick-up deferring this amount in relation to state and federal taxes, the member's wages shall still relate to her placement on the wage schedule.

Article 13. Uniform Allowance

On the first day in the month of January of each year of this Agreement, the City shall cause to be set aside for each member of the bargaining unit the sum of five hundred twenty-five dollars (\$525.00) for the purchase and maintenance of uniforms. This amount is payable one-half on June 30th and one-half on December 31st of each year. This money shall be used by the members of the bargaining unit for the purchase and maintenance of uniforms and this money shall be expended for this purpose only.

Article 14. Fair Share Fee

Any present employee of the City who is a member of the Union on the effective date of this Agreement, or any employee who is employed during the life of this Agreement and who thereafter resigns from the Union, or any present employee, any new employee who elects not to become a member of the Union shall pay to the Union a Fair Share Fee.

This provision shall not require any employee to become or remain a member of the Union, nor shall the Fair Share Fee exceed the dues paid by members of the Union in this bargaining unit.

Article 15. Savings Clause

Section 1. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected and shall remain in full force and effect for the Agreement term.

Section 2. Should any article of this Agreement be held invalid or inoperable by a court or tribunal of last resort, the City and the Union will meet within thirty (30) days of the determination to negotiate a lawful modification or substitute provision.

Article 16. No Strike – No Lockout

Section 1. It is understood and agreed that the services performed by members included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, cause, encourage, participate in or support any strike, work stoppage or other action at any time during the term of this Agreement, which will interfere with the operation or service of the City's departments.

Section 2. In the event of a work stoppage or interference with the City's operations or service by bargaining unit members, the Union business representative shall immediately publicly disavow such strike or work stoppage and request the members to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within two (2) hours after notification of the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section 3. Failure of any bargaining unit member scheduled to be on duty who failed to respond to their Union business representative's request to return to work shall result in disciplinary action up to and including discharge without recourse.

Section 4. The City agrees that it will not lock out any bargaining unit members during the term of this Agreement.

Article 17. Tour of Duty

Section 1. Full-time Dispatchers normal "tour of duty" shall be a five (5) day week with two (2) consecutive rest days, with eight (8) paid working hours plus a thirty (30) minute duty-free unpaid lunch period. However, the Department Head or his designee may change the dispatcher's two (2) consecutive rest days based upon unusual or emergency conditions.

Section 2. Effective January of 2008, the City will annually assign shifts within the Dispatch Center based upon seniority with the following conditions:

- A. Employees will be eligible to participate in annual seniority based shift selection only after completion of their probationary period. Probationary employees shall be subject to shift assignment and rotation at the Department Head's discretion. The assignment and rotation of probationary employees shall not preempt an employee's seniority selection rights unless there are extenuating circumstances that makes such preemption necessary.
- B. The Department Head or his designee shall post the shifts and choice of days off within each shift that are available for seniority based selection.
- C. The Department Head or his designee may temporarily change employee shifts due to temporary staffing needs, or because of illness, injury or emergencies. Such changes shall affect members in reverse order of seniority.

D. Consistent with progressive corrective management practices and the promotion of efficiency, the Department Head or his designee may change shift assignment based upon an employee's unsatisfactory performance.

Section 3. The parties agree to periodically discuss any problems with assignments through Labor-Management Committee meetings.

Section 4. Nothing in this article shall be construed to affect the City's management rights as provided in the Collective Bargaining Agreement between the parties and in R.C. 4117.

Section 5. The provisions of this article shall only be enforceable through the grievance procedure provided in the Collective Bargaining Agreement between the parties.

Section 6. Tour of Duty requirements may be waived by the parties where necessary to accommodate training and educational needs.

Article 18. Professional Liability

The City shall provide professional liability insurance coverage for dispatchers within the scope of their employment.

Article 19. Overtime

Section 1. "Overtime work" shall mean hours or fractions thereof which are worked by a member in excess of her normal tour of duty. The Department Head or his designee may direct overtime work as needed. No overtime work may be performed without the prior approval of the Department Head or his designee.

"Overtime compensation" shall mean one and one-half (1 1/2) times the hourly compensation rate of a member. Overtime compensation may be granted in the form of compensatory time off only if the Department Head or his designee approves a member's request for compensatory time granted in lieu of monetary compensation. Compensatory time off for overtime work shall be at the rate of one and one-half (1 1/2) times the number of hours which the member has actually worked. This election to take compensatory time off must be exercised immediately within the pay period in which the overtime was worked. In the event the member does not elect to take compensatory time off, she will be paid for the overtime work. No more than two hundred (200) hours of compensatory time off may be accumulated by an individual member, provided that the maximum cash-out upon retirement shall be one hundred (100) hours. Bargaining unit members may use compensatory time off in

lieu of sick leave in the case of illness with the approval of the Department Head or his designee.

Section 2. Compensatory time shall be taken only at the request of the bargaining unit member, subject to the approval of the Department Head or his designee. Should compensatory time off be requested on the same day by two (2) or more members for the same time off, seniority shall prevail.

Section 3. If a bargaining unit member is required to make an appearance in court at the request of the Prosecutor or other member of the Law or Police Department or if he is requested to appear for training purposes or is called in after being released from duty, he shall be compensated for two (2) hours or the actual time spent in court, training or call in, whichever is greater, at the overtime rate. If a court appearance or training time is scheduled to begin within one (1) hour after the conclusion of a previous court appearance or training time, the subsequent court appearance(s) or training time(s) shall be considered a continuation of the initial court appearance(s) or training time(s).

Section 4. Excess hours shall not be considered as overtime work where such hours result from normal shift changes, changes in regular days off, or assigned training where the member is not required to report for her regular assigned shift on the day of such training. However, this section shall not be used to deprive a member of her regular eight (8) hours of pay for a regularly scheduled work day in the event such training is for a period of less than eight (8) hours. Members who are called in for non-regularly scheduled shifts shall receive a minimum of two (2) hours straight-time pay.

Article 20. Shift Differential

Section 1. Dispatchers whose job requirements are to work a scheduled afternoon or midnight shift shall receive a shift differential in addition to their regularly scheduled pay which shall amount to twenty cents (\$0.20) per hour in the afternoon and thirty cents (\$0.30) per hour for the midnight shift.

Section 2. All shift differential payments will cease effective with the implementation of the shift bid schedule in 2008 pursuant to Article 17. At that time, twenty-five cents (\$.25) shall be added to the base wages of all dispatchers, as set forth in Article 28, Wages.

Article 21. 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 April 1, 2009, except as otherwise noted.

<u>Network:</u>	<u>Non Network:</u>
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%
The \$15.00 co-pay for office visits applies to all office visits including those for follow-up treatment for a single medical condition.	
Surgery (eliminate surgical schedule)	
90%/10%	70%/30%
Anesthesiology (eliminate 100% billed)	
90%/10%	70%/30%
Emergency Room Deductible:	
\$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.	

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
<p>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.</p>	
<p>MM Lifetime Maximum: \$2,000,000</p>	
<p style="text-align: center;">Spousal Eligibility:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	

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 April 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.	\$15.00	30%
Immunizations (to age 11)		
Routine Physical Exam	\$15.00	30%
Consisting of the same components provided to Fire Fighters pursuant to their CBA		
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. I.R.S. 125 Programs – Members are eligible to participate in the I.R.S. 125 programs offered by the City. The City will use its best efforts to ensure that the I.R.S. 125 program will include, at a minimum, a medical reimbursement and dependant care component. Costs for these programs will be borne by the employees.

Section 4. Dental Benefits – The City will continue to provide a dental insurance plan for all full-time members of this bargaining unit, their spouses and dependents.

Section 5. City of Cuyahoga Falls Fire Department EMS Transport – Any employee and/or member of the employee's immediate family residing with the employee who is transported by Cuyahoga Falls Fire Department EMS service shall be transported at no charge.

Article 22. Other Insurance

Life Insurance. All full-time members of this bargaining unit shall be provided life insurance benefits in the amount of forty thousand dollars (\$40,000) per person. Life insurance for bargaining unit retirees shall be in the amount of seven thousand dollars (\$7,000.00).

Article 23. Longevity Pay

Effective January 1, 2000, longevity will no longer be paid. The base pay reflects an adjustment at the Steps E, F and G.

Article 24. Sick Leave

Section 1. Members shall be entitled to sick leave of four and six-tenths (4.6) hours per pay period of eighty (80) hours. Members may use sick leave upon approval of the Department Head or his designee for absence due to illness or injury of the member, or when through exposure to a contagious disease, the presence of a member at her job would jeopardize the health of others. Sick leave may be used because of the disability of an immediate family member as granted in the discretion of the Department Head or his designee.

- A. Sick leave shall not be used for work related injuries.
- B. Sick leave taken shall be deducted on an hour-for-hour basis from the member's accumulated sick leave.

Section 2. The Department Head or his designee, may at his discretion require that any member requesting sick leave furnish or submit to any or all of the following before he shall approve any request for sick leave:

- A. A detailed statement from the member specifying:
 - 1. the exact nature of any claimed illness or injury;
 - 2. the name, address and telephone number of any medical practitioner treating said illness or injury;
 - 3. the anticipated number of sick leave days required to treat said illness or injury.

- B. A medical report from the member's treating physician, normally after three (3) days, however, medical reports may be requested for any absence of shorter duration if necessary.
- C. That the member submits to a physical examination by a physician of the City's choice.

Section 3. A member who reports herself absent from her assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of her absence, nor may she return to such outside employment until she returns to work or receives permission from the Department Head.

Section 4. Should it be determined by proper medical authority that the member will not be able to return to regular duties, the City has the right to require that member to apply for disability retirement. In the event of a difference of opinion as to the member's mental or physical status regarding her ability to perform her regular duties between the member's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the parties.

Section 5. Immediate family is defined as the member, spouse of the member, children and the member's parents.

Section 6.

- A. Upon retirement or termination in good standing from active service with the City on or before December 31 1996, and with ten (10) or more years of service with the City, a member of this bargaining unit shall be paid in cash sixty-five percent (65%) of the value of her accrued but unused sick leave credit. Such payment shall be based on the member's rate of pay at the time of retirement. Such payment shall be made only once to any member. The maximum payment which may be made under this article shall be for sixty-five percent (65%) of one hundred twenty (120) days, in no event to exceed payment for seventy-seven (77) days.
- B. Upon retirement or termination in good standing from active service with the City after December 31, 1996, and with ten (10) or more years of service with the City, a member of this bargaining unit shall be paid cash one hundred percent (100%) of the value of his accrued but unused sick leave credit up to a maximum of nine hundred sixty (960) hours. Such payment shall be based on the member's rate of pay at the

time of retirement. Such payment shall be made only once to any member.

- C. For purpose of funding this sick leave cash out payment, the Finance Director shall establish a fund and annually deposit a sum sufficient to cover the anticipated payout(s) under this provision. Money set aside in this fund shall only be used for the purpose of paying the benefit set forth in this section and for no other purpose.
- D. An employee who has qualified for a service pension under the rules of PERS by reason of age and length of service, and has accumulated a sick leave balance of nine hundred sixty (960) hours or more, may elect to cash out accrued sick time in three (3) equal and annual payments of up to three hundred twenty (320) hours. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible employee must notify the Department Head and the Director of Finance of this election at least thirty (30) days prior to the first distribution of funds. All hours paid under this provision shall be deducted from the payment of accrued sick leave as provided under this agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an employee's deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.

Section 7.

- A. It is the intent of the City and the Union to provide a sick leave donation program to allow employees to voluntarily assist their co-workers who have exhausted all their paid leave and are in critical need of sick leave due to serious illness or injury of the employee, a member of the employee's immediate family or some other unforeseen circumstance which would place an employee in the position of needing sick leave.
- B. Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. An employee may receive donated sick leave, per pay period, equal to the number of hours the employee is scheduled to work each pay period. Donated sick leave will be subject to the conditions in this Article.
- C. Sick leave may be donated on a strictly voluntary basis by the donor employee. Donated sick leave will not be returned by either the donee or the City. In no case may donated sick leave be converted into a cash

benefit. Sick leave will be donated and used on an hour for hour basis and employees using donated leave will be considered on sick leave and will accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated sick leave will be used, if necessary, in the pay period before additional donated leave may be received. Donated leave will not count toward the probationary period of an employee if an employee is receiving/using donated leave during their probationary period.

- D. It will be the policy of both the City and the Union to respect the privacy of all employees. However, either the City or the Union, with the permission of the employee, may inform employees of their co-worker's need for leave. This will be done for informational purposes only and will not be a solicitation of leave donations by either the City or the Union.
- E. When it becomes apparent that a qualifying employee will exhaust all time off, the Department Head or his designee will notify the Union of the number of hours needed to cover the employee's upcoming payroll period, and the estimated date the employee will be able to return to work. If any members wish to donate sick leave, the Union will supply the Department Head or his designee with a schedule, in a form agreed to by the Union and the Department Head or his designee, delineating the donating individuals and their number of hours to be applied as donated sick leave.
- F. Employees desiring to donate leave will certify the name of the employee for whom the donated leave is intended, the number of hours to be donated and that the leave is donated voluntarily with no provision that the leave will be returned.

Article 25. Worker's Compensation and Injury Leave

Section 1. A member who is absent from work due to an injury received in the course of, and arising out of, her employment with the City, and for which injury she is eligible to receive weekly benefits (with a possible exception of the first week after the injury is received) under the workers' compensation law of Ohio, shall receive one hundred percent (100%) of her regular straight-time pay for twenty (20) weeks, and for the next twenty (20) weeks shall receive her workers' compensation plus an additional amount from the City, so that her net after tax income from workers' compensation and the City shall be equal to what her net after tax income would have been had she been regularly employed at straight-time rates. Benefits under any section above including this section shall be independent of each other and no section shall be charged against the allowance of the other.

Section 2. In instances where the member's conduct contributed to or aggravated her own injury or where the injuries resulted from or were aggravated by conduct which violated established standards and procedures regarding safety, then the member shall receive ninety percent (90%) of her regular straight-time pay for twenty (20) weeks and for the next twenty (20) weeks shall receive her worker's compensation plus an additional amount from the City so that her net after tax income from worker's compensation and the City shall be equal to ninety percent (90%) of what her net after tax income would have been had she been regularly employed at straight-time rates.

Section 3. In the event a member disputes a finding that her conduct contributed to or aggravated her injury under this section, she may, within ten (10) days of such finding, ask that a committee be impaneled consisting of two (2) individuals selected by the F.O.P./O.L.C. and two (2) individuals selected by the Mayor/Safety Director to review said finding. The Committee shall report its recommendation within fifteen (15) days of being impaneled. A majority recommendation shall be binding on the City and the member. However, a tie vote by the Committee shall enable the member to submit the dispute to final and binding arbitration pursuant to the Grievance Procedure contained in this Agreement where the sole issue before the arbitrator shall be whether there is just cause to find that the member by her conduct caused or contributed to her own injury.

Section 4. In the event a member is injured as a result of an assault or other similar act of violence committed against her by another person while the member is acting in her capacity as a dispatcher, then in that case, she shall receive benefits under the provisions of paragraph 1 of this section and paragraph 2 shall have no application.

Section 5. Light Duty. A member who is able because of illness or injury to return to and perform her regular job, and who is eligible to receive benefits under other sections of this Article, may be permitted to return to work on light duty status as such work is available and if the Department Head agrees to the light duty assignment. The Department Head may decline light duty requests in his sole discretion, and his decision shall not be appealable through the grievance procedure or any other legal process. In the event the Department Head declines such requests for light duty, he shall provide verbal notification of the reason(s) for such denial.

Article 26. Holidays and Holiday Pay

Section 1. All full-time members of this bargaining unit shall be granted time off with pay for the following holidays; New Year's Day, Presidents' Day (third Monday in February), Martin Luther King Day, Easter Sunday, Good Friday,

Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

Section 2. A member must work the last scheduled work day immediately preceding and following a holiday to receive a holiday unless the member's absence is due to authorized vacation, approved compensatory time off or approved personal day, or approved extended sick leave. However, upon proof of mitigating circumstances, the Department Head will approve holiday pay.

Section 3. After successful completion of one (1) year of employment, all full-time members of the bargaining unit shall receive three (3) personal days which may be taken subject to the approval of the Department Head; these days are given in lieu of a designated holiday of national recognition. The third personal day shall be taken only when manpower allows and only when a need for overtime coverage will not be created.

Section 4. Members required to work on any of the holidays specified above shall be paid for eight (8) hours at their regular rate of pay for such holidays plus time and one-half (1 1/2) for all hours actually worked during these holidays. Members who are not required to work during these holidays shall be paid for eight (8) hours at their regular rate pay. Bargaining unit members may elect to take their eight (8) hours holiday pay in compensatory time as provided in Article 19.

Section 5. In the event that a member of the bargaining unit shall work overtime on a day designated as a holiday as set forth in this Agreement, then she shall be compensated for working that holiday by receiving two and one-half (2 1/2) times her regular rate of pay. The holiday shall be the actual holiday and not a day changed by the City. No regularly scheduled employee will be ordered to take a holiday day off.

Article 27. Vacation

Section 1. All full-time members of this bargaining unit shall receive vacation privileges in accordance with this article. Members shall receive vacation on January 1 of each calendar year at the following rates:

In the first calendar year of service:No vacation
In the second calendar year of service:One day vacation for each full calendar month worked in the prior calendar year up to a maximum of ten vacation days

In the third and subsequent calendar
years of service:

Up to 5 complete years of service2 weeks
After 5 through 10 complete years of service3 weeks
After 10 through 15 complete years of service ...4 weeks
After 15 through 20 complete years of service ...5 weeks
After 20 years of service6 weeks

As used in this Article, "calendar year" means January 1 through December 31.
Years "of service" mean years of full-time service with the City.

When a member achieves a milestone anniversary as provided above, the additional week of vacation shall be provided to the member on the member's anniversary date in the year the milestone is met.

Vacation benefits are accrued at the above rates based on the member's work in the prior year. If, in a given year, a member is on any form of unpaid leave from employment with the City, then the member's vacation for the following year shall be prorated in proportion to the time the member was working and being paid by the City in the year of the unpaid absence.

Section 2. Members of the bargaining unit who have completed eight (8) years of service with the City and who qualify for three (3) weeks vacation shall be permitted to bank a maximum of one (1) week of unused vacation time per year. Members who qualify for four (4) weeks vacation or more shall be permitted to bank a maximum of two (2) weeks of unused vacation time per year. Any vacation time banked shall be banked at the rate it was earned.

Members who have banked or carried over vacation time pursuant to this Article shall, upon retirement or termination of employment with the City, be paid a sum equal to the amount of vacation hours banked or carried over-times the hourly rate of pay of such member at the time(s) the vacation was earned.

Section 3. A member may carry over into the following year, with the approval of the Department Head or his designee and certification to the Finance Department, up to one-half of her previous year's unused vacation, however, a member may carry this vacation into the following year only.

Section 4. Prior to January 1 of each year members must notify the Finance Department and designate whether their unused vacation time shall be banked or carried over pursuant to terms and conditions set forth in this Agreement. Members must choose either to bank or carry over their unused vacation time and they shall not be permitted to do both in any given year.

Article 28. Wages

Section 1.

All steps of the bargaining unit's wage schedule have been increased by one half of one percent (.5%) to account for the additional knowledge required of Dispatchers who are now providing service to three distinct municipalities (retroactive to July 1, 2008).

Effective January 1, 2011 all bargaining unit members in all steps shall receive a 0.0% wage increase. Effective October 1, 2011 all bargaining unit members in all steps shall receive a 2.25% wage increase.

Said adjustments and increases are reflected in the following schedule. Wages effective January 1, 2012 and thereafter shall be established pursuant to negotiations called in accordance with Article 36, provided, however, that if wages are not so established, the wage rates contained in this Article shall continue in force until superceded, or until the end of the contract term, whichever occurs earlier.

The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers			
Rates Effective January 1, 2011			
Dispatcher:	Step A	Entry Level	\$19.8963
	Step B	After 1 Service Year	20.5138
	Step C	After 2 Service Years	21.2825
	Step D	After 3 Service Years	21.9756
	Step E	After 4 Service Years	22.9962
	Step F	After 10 Complete Service Years	23.5129
	Step G	After 15 Complete Service Years	24.0800
The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers			
Rates Effective October 1, 2011			
Dispatcher:	Step A	Entry Level	\$20.3440
	Step B	After 1 Service Year	20.9754

	Step C	After 2 Service Years	21.7614
	Step D	After 3 Service Years	22.4701
	Step E	After 4 Service Years	23.5136
	Step F	After 10 Complete Service Years	24.0419
	Step G	After 15 Complete Service Years	24.6218

The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers

Rates Effective January 1, 2012

Dispatcher:	Step A	Entry Level	TBD
	Step B	After 1 Service Year	TBD
	Step C	After 2 Service Years	TBD
	Step D	After 3 Service Years	TBD
	Step E	After 4 Service Years	TBD
	Step F	After 10 Complete Service Years	TBD
	Step G	After 15 Complete Service Years	TBD

The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers

Rates Effective January 1, 2013

Dispatcher:	Step A	Entry Level	TBD
	Step B	After 1 Service Year	TBD
	Step C	After 2 Service Years	TBD
	Step D	After 3 Service Years	TBD
	Step E	After 4 Service Years	TBD
	Step F	After 10 Complete Service Years	TBD
	Step G	After 15 Complete Service Years	TBD

Article 29. Posting of Vacancies

Section 1. When the City determines to fill a vacancy in the bargaining unit classification of dispatcher, it shall post a notice on a bulletin board used by

members in the bargaining unit for seven (7) calendar days. Any employee who has obtained an initial appointment with the City in the classification of part-time dispatcher may be considered for the vacancy by filing a written bid with the Department Head within the seven (7) calendar day posting period. If employees wish to be considered for vacancies which may be posted while they are on vacation, leave or layoff, they may file a written bid with the Department Head.

Section 2. The City may, at its discretion, elect to fill the vacancy pursuant to civil service law or fill the vacancy from among all bidders based on qualifications, past performance, experience, and seniority. The probationary period for the position shall be as provided by the Civil Service Commission.

Section 3. The right to enforce this article in the contractual grievance procedure, including binding arbitration (and any review thereof as provided in O.R.C. 4117) shall be in lieu of and shall supersede any right which might exist to pursue appointment matters through civil service or court procedures.

Article 30. Communicable Diseases & Life Threatening Illnesses

Section 1. The City recognizes that employees with life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS, may wish to continue their active employment as long as their medical conditions are not a threat to themselves or others on the job. At the same time, the City has an obligation to provide a safe work environment for employees and for those who use the services of the City. Inasmuch as the guidelines issued by the Public Health Service's Centers for Disease Control (CDC) dealing with AIDS in the workplace state that "the kind of nonsexual person-to-person contact that generally occurs among workers and clients or customers in the workplace does not pose a risk for transmission of AIDS," the City is under no obligation to inform citizens or employees that an employee has AIDS or a related illness. Nonetheless, an employee should take every reasonable precaution to ensure that the employee's medical condition does not present a health or safety threat to other employees or citizens.

The City will comply with all Federal, State, and Local laws and regulations regarding discrimination against individuals suffering from life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS. The City will comply with all Federal, State, and Local laws and regulations protecting the confidentiality of medical records. All policies and procedures relating to benefits, sick leave, and injury leave, are the same for employees with AIDS and other life-threatening illnesses as for all other employees.

Section 2. The City and the F.O.P./O.L.C. shall, within ninety (90) days from the execution of this Agreement, compile information on communicable diseases to

which Bargaining Unit Members may have exposure in the workplace. This information may be in the form of existing literature, and shall include information on modes of transmission, methods of self-protection, proper procedures and special precautions. A copy of this information shall be available at the front desk, through the F.O.P./O.L.C. and will be provided to each bargaining unit member. This information shall be reviewed by the City and the F.O.P./O.L.C. annually, through the Labor Management Committee, and any additions or modifications shall be made available as provided herein.

Section 3. Any Bargaining Unit Member who has contact with the blood or other body fluids of another while on duty should wash the affected area immediately (mucous membranes should be flushed with water). If EMS personnel respond, the member shall advise such personnel of the exposure, and shall accompany the EMS personnel to the hospital. If EMS personnel do not respond, the member shall proceed to the Cuyahoga Falls General Hospital Emergency Room as soon as possible. Upon arrival at the hospital the member shall immediately advise the emergency room physician of the exposure and the circumstances thereof, and should request to fill out the form entitled "Employee or Emergency Care Worker Request for Information on Infectious Diseases." As soon as practicable after the exposure the member shall file an Exposure Report with the Department Head or his designee on forms provided by the Department Head.

The City shall reimburse Bargaining Unit Members who report exposure as provided herein for any out-of-pocket expenses associated with medical testing as a result of an on duty exposure to the blood or other body fluids of another. In addition, the City will make hepatitis inoculation available to all Bargaining Unit Members.

Article 31. Family and Medical Leave

Section 1.

- A. "Maternity leave" is taken by a pregnant woman at the time she and her physician determine that her pregnant condition makes her unable to continue working.
- B. "Child-care leave" is taken by a woman following childbirth after that time her physician has declared her able to return to work, or by an employee for the birth or adoption of a child.
- C. "Family medical leave" is taken by an employee for the illness of an employee's immediate family or for a serious health condition of the employee or a member of the employee's immediate family after applicable sick leave benefits are exhausted.

D. "Serious health condition" and "immediate family" shall have the same meaning as under the Family and Medical Leave Act of 1993.

Section 2. The City does not discriminate on the basis of pregnancy. A pregnant employee is to be afforded all the benefits of employment that are afforded to other employees under the same terms and conditions and in the same employment classifications. An employee who becomes pregnant may work until her delivery date, so long as in the judgment of her physician she is physically able to perform the regular duties of her occupation.

Maternity leave is treated as any other extended sick leave. The employee must provide the City with a statement from her physician that she is unable to continue working, and estimating the length of the period she will be unable to work.

Section 3. Child-care and Family Medical Leave shall be leave without pay. Child-care and Family Medical leave shall continue for a period which, after exhaustion of sick leave, does not exceed twelve (12) weeks within a rolling twelve (12) month period preceding any date upon which leave is used, provided, however, that if more than one member of the immediate family is employed by the City the combined eligibility for child-care leave based on a single occurrence shall not exceed twelve (12) weeks for all such family members during said twelve (12) month period. Health care benefits will continue during child-care and family medical leave under the same terms and conditions as if the employee were working, provided that the City may recover the cost of such health care benefits as provided in the Family and Medical Leave Act of 1993 from the member's final paycheck, and if a balance is still outstanding, by suit in a court of competent jurisdiction.

Nothing in this section shall preclude an employee from using vacation or personal leave as provided in this Agreement, subject to all policies applicable thereto.

Article 32. Seniority

Section 1. Except as otherwise provided in this Agreement, seniority shall be defined as an employee's length of service within this bargaining unit (Dispatchers). Its uses shall be those uses specifically provided for in other Articles of this Agreement, including vacation scheduling. Seniority will commence on the first day worked.

Section 2. An employee who is unable to work because of a service connected sickness, injury or disability or who is suspended or on official leave status of any kind, paid or unpaid, other than retirement, shall continue to accumulate seniority during any such period.

Section 3. Seniority lists shall be brought up to date by the City each year as of January 1, posted on bulletin boards showing the employee's name, title, rate of pay and date of hire and appointment within classification and in order of seniority within department, with a copy forwarded to the F.O.P./O.L.C. Staff Representative or his designee.

Article 33. Administrative Leave

The Department Head may place any member on Administrative Leave when, in the exercise of his discretion, he determines it is in the best interest of the member or the Department. Administrative Leave shall be leave with full pay and benefits and shall continue for a period determined by the Department Head. Administrative Leave is not punitive or disciplinary in nature. A member on Administrative Leave shall not report for duty during the period of such leave.

Article 34. Corrective Eye Surgery

In recognition of the safety enhancement afforded by corrected vision, any bargaining unit member may obtain corrective eye surgery. 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 eighty percent (80%) of the cost of the surgery, together with any required follow-up care, provided that the City will only pay for procedures approved by and performed in the United States of America. Corrective eye surgery will be available to each member of the bargaining unit on July 1, 2001.

Article 35. Jury Duty

The Department Head or his designee shall reassign a member called and seated for grand or petit jury duty to the day shift for as long as the member remains on jury duty. The Department Head may schedule any other member to an alternate tour of duty to compensate for the absence or scheduling difficulty occasioned by the member who is serving jury duty. During the time that a member spends on the list of potential jurors to be called for petit jury (usually two [2] weeks), the member shall verify (with the jury official) each day and at the earliest possible time whether or not she needs to appear for jury duty so that the Department Head can reassign members as needed. To the extent practicable, the Employer shall use its best effort to utilize part time dispatchers to fill the shift of the member called to jury duty. Any money received for jury duty shall be paid to the City.

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 shall give written notice to the other at least ninety (90) days prior to December 31, 2013.

To establish wages and other economic conditions of employment from January 1, 2012 through December 31, 2012, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after July 1, 2011, but in no event later than the sixty (60) days prior to the desired effective date of the modification.

To establish wages and other economic conditions of employment from January 1, 2013 through December 31, 2013, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after July 1, 2012, but in no event later than the sixty (60) days prior to the desired effective date of the modification, provided, however, that if wage rates for 2013 are agreed upon in a modification proceeding commenced in 2011, the contract shall not thereafter be reopened to adjust economic issues.

Article 37. Definitions

As used in this agreement:

“Department Head” means the Chief of Police or any other person to whom authority over the Dispatch Center is given by the Safety Director.

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor and the F.O.P./O.L.C. has caused this Agreement to be executed by its O.L.C. representative. This Agreement is effective July 1, 2008, pursuant to authority duly granted by Council of the City of Cuyahoga Falls, Ohio.

Signed at Cuyahoga Falls, Ohio this 28th day of February, 2011.

CITY OF CUYAHOGA FALLS



Mayor Don Robart

Negotiating Team Member

FOP/OLC



Chuck Choate
Staff Representative



Laurel Scianna
Negotiating Team Member

Negotiating Team Member

Angela Hawsman
Angela Hawsman
Negotiating Team Member

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness:

Paul A. Janis

Paul A. Janis
Director of Law

Dated: 2/28/2011

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation 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. Fitzgibbon Deputy Finance Director

for Joseph F. Brodzinski
Director of Finance

APPENDIX A

The City provides reimbursement of approved work related travel expenses as follows:

Mileage:	\$0.20 per mile, when a person uses his/her own vehicle.
Breakfast:	Up to \$5.00 for breakfast
Lunch:	Up to \$7.00 for lunch
Dinner:	Up to \$14.00 for dinner
Hotel, parking, tolls:	Actual cost.

These amounts are paid only when the employee travels outside of Summit County. The employee must provide a receipt for all travel expenses and all travel must be approved by the appropriate superior. All travel for seminars or work-related education must be approved by the Board of Control. All travel to destinations out of the State of Ohio must be approved by the Board of Control and the Travel Review Committee.

In providing this information, the City does not concede or agree that these amounts are an appropriate subject for negotiation. The City provides this strictly for informational purposes and the amounts shown here are subject to change without notice.

Memorandum of Understanding

Now come the City of Cuyahoga Falls (City) and Fraternal Order of Police, Ohio Labor Council, Inc. (representing Dispatchers) and enter into the following memorandum of understanding:

Whereas, the parties have entered or will enter into a current collective bargaining agreement covering Dispatchers for the period January 1, 2011 through December 31, 2013 ("CBA"), and

Whereas, in further mutual consideration supporting the collective bargaining agreement, the parties have agreed to contemporaneously enter into this Memorandum of Understanding, and

Whereas, due to declining revenues, the City has expressed its inability to provide the fullness of compensation provided in the collective bargaining agreement while maintaining current levels of employment.

NOW, THEREFORE, the parties agree as follows:

1. For calendar year 2011 only, Article 13 of the CBA shall be deemed to read and provide as follows, and the parties shall administer the CBA accordingly:

For calendar year 2011, the uniform allowance is suspended. Members of the bargaining unit will not be provided a uniform allowance and are not required to wear a city-designated uniform while at work.

2. For calendar year 2011 only, Section 4 of Article 26 of the CBA shall be deemed to read and provide as follows, and the parties shall administer the CBA accordingly:

Members required to work on any of the holidays specified above shall be paid for eight (8) hours at their regular rate of pay and shall receive compensatory time off at the rate of time and one-half (1 1/2) for all hours actually worked on such holidays. Members who are not required to work during these holidays shall be paid for eight (8) hours at their regular rate pay. Bargaining unit members may elect to take their eight (8) hours holiday pay in compensatory time as provided in Article 19.

3. This Memorandum of Understanding shall remain in effect through December 31, 2011, and shall thereupon expire. Nothing contained herein shall bind the parties to any position or set of proposals in reopener negotiations that may be called by either party pursuant to Article 36 of the CBA.

Date: 2/23/11

For the City:



Don L. Robart
Mayor

For the Union:



Angela Hawsman
President



Laurel Scianna
Negotiating Team Member



Paul A. Janis
Director of Law

2/28/2011



Chuck Choate
Staff Representative

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. 125 - 2010

7
8 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
9 AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
10 OHIO LABOR COUNCIL, INC. EFFECTIVE JANUARY 1, 2011,
11 AND DECLARING AN EMERGENCY.

12
13 WHEREAS, Ohio Revised Code Chapter 4117 authorizes public employees to bargain collec-
14 tively with public employers regarding wages, hours, terms and other conditions of employment
15 and to enter into collective bargaining agreements; and

16
17 WHEREAS, the Mayor and his representatives and the Fraternal Order of Police, Ohio Labor
18 Council, Inc. ("FOP") have bargained collectively and in good faith and said bargaining has re-
19 sulted in a tentative agreement on a collective bargaining agreement effective January 1, 2011;
20 and

21
22 WHEREAS, on or about November 24, 2010, the membership of the FOP ratified said collec-
23 tive bargaining agreement;

24
25 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County
26 of Summit and State of Ohio, that:

27
28 Section 1. The Mayor is hereby authorized to enter into a collective bargaining agreement as
29 negotiated with and ratified by the FOP, effective January 1, 2011.

30
31 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions
32 inconsistent herewith be and the same are hereby repealed but any ordinances and resolutions or
33 portions of ordinances and resolutions not inconsistent herewith and which have not previously
34 been repealed are hereby ratified and confirmed.

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

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

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50 Passed: 12-13-10

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Diane Colavecchio
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 10-MED-06-0810
EMPLOYEE ORGANIZATION,	}	(Dispatchers)
	}	
and,	}	
	}	
CITY OF CUYAHOGA FALLS,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Paul A. Janis
JanisPA@cityofcf.com