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AGREEMENT  
BETWEEN  
THE CITY OF AKRON  
AND  
FRATERNAL ORDER OF POLICE  
LODGE #7

Effective **January 1, 2013** through **December 31, 2015**

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AGREEMENT  
BETWEEN THE CITY OF AKRON  
AND  
FRATERNAL ORDER OF POLICE LODGE #7

PREAMBLE

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of January, 2013, between Donald L. Plusquellic, Mayor of the City of Akron, hereinafter referred to as the Administration, and the Fraternal Order of Police, FOP #7, hereinafter referred to as the FOP.

ARTICLE I

PURPOSE

This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Administration and the FOP.

ARTICLE II

RECOGNITION

A. The City recognizes the Fraternal Order of Police, Akron Lodge #7 as the exclusive bargaining representative for all sworn police officers excluding the Chief and Deputy Chiefs.

B. The Administration agrees to deduct union dues or a fair share fee for bargaining unit members.

C. As a condition of employment, all sworn police officers who are not members of the FOP shall become and remain members in good standing of the FOP or shall pay to the FOP a fair share fee equal to the regular and usual dues of an FOP member.

1. All new officers, as a condition of employment, sixty (60) days after being sworn in, shall become and remain members in good standing of the FOP or shall pay to the FOP a fair share fee equal to the regular and usual dues of an FOP member.

2. The FOP shall prescribe an internal procedure to determine a rebate, if any.

D. The FOP shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article.

### ARTICLE III

#### CONFLICT

The parties intend this Agreement to supersede and replace any applicable federal, state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Should any provision or provisions of this Agreement be invalidated as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

### ARTICLE IV

#### AMENDMENT

A. This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying in writing to the other party. Negotiations on the proposed amendment or amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

B. The below listed ordinances are hereby made a part of this Agreement and are subject to the grievance procedure in Article V and Article IV, Section A above, provided that nothing in this Agreement shall be construed in any way as limiting the powers of Council and/or Mayor as defined in the Charter of the City of Akron.

1. Wages - #383-2012 (sections 1, 5, 6, 10, 11, 13, 14, & 17, only).
2. Overtime - #530-1986/Akron Code of Ordinances \*35.05
3. Uniform Allowance - #804-2000/Akron Code of Ordinances \*35.12
4. Paid Leave Program - #802-2000/Akron Code of Ordinances \*35.15,\* 35.16
5. Injury Leave - #662-1979
6. Working Hours - #11-2011/Akron Code of Ordinances \*35.02
7. Dental Program - #11-2011
8. Major Medical - #11-2011
9. Sick Leave - #183-2002/Akron Code of Ordinance \*35.03
10. Parking - #805-1983
11. Vision Care - #11-2011
12. Physical Fitness Allowance - #11-2011

C. The following referenced agreements not reflected in ordinances are hereby made a part of this Agreement.

1. Time Bank

2. Compensatory time as per Item #6 in Agreement of June 5, 1975.

A. All accumulated compensatory time (including court time and training time) accrued after July 1, 1975 will be reported to the Finance Department and preserved there as a part of payroll records. Upon death, retirement or resignation, such accrued overtime shall be paid to the employee or his estate.

1) No employee shall be required to use any compensatory time he may presently have accumulated or which he may subsequently accrue.

3. Overtime as agreed upon in the Agreement of June 5, 1975.

A. All hours worked over eight (8) in any 24-hour period or over forty (40) in any one (1) week (the 40 hour work week will be defined as payroll details that begin on Monday and end on Sunday i.e. beginning 11 p.m. Sunday) shall be treated in the same manner as emergency overtime regardless of the reason such hours are worked, provided however, that no overtime shall be worked without prior approval by a superior officer.

B. Court time and training time shall not be considered emergency overtime but shall be compensated as compensatory time.

## ARTICLE V

### GRIEVANCES AND ARBITRATION

A. Definition

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement.

B. 1. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

2. Should the Administration fail to comply with the time limits herein, the FOP may appeal immediately to the next step. Should the FOP fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.

C. The following procedure shall be utilized when a grievance is initiated by an officer, a group of officers, or the FOP:

STEP 1: A grievance must be presented in either oral or written form to the aggrieved party's Shift Commander, based on the Akron Police Division chain of command. The grievance must be submitted within five (5) working days of occurrence, or within five (5) working days after it has become known to the employee. The Shift Commander shall have five (5) days to submit his oral or written response. An FOP representative shall have the right to be present at the hearing of the grievance.

STEP 2: If the grievance is not settled at the first STEP, the FOP or the aggrieved may appeal the grievance to the Subdivision Commander within five (5) working days after receipt of the STEP 1 answer. The grievance must be in writing. The Subdivision Commander shall reply in writing within five (5) working days after receipt of the written grievance. An FOP representative shall have the right to be present at the hearing of the grievance.

STEP 3: If the grievance is not settled at STEP 2, the FOP or the aggrieved may appeal in writing to the Chief of Police. Such appeal must be submitted, in writing, within five (5) working days after receipt of the STEP 2 reply. The Chief of Police, or his designee, shall reply in writing within five (5) working days after receipt of the appeal. An FOP representative shall have the right to be present at the hearing of the grievance.

A. If the grievance is not settled at STEP 3, then the grievance shall be presented to the FOP grievance committee for merit review prior to initiating any further steps in this process. The grievance committee shall meet within thirty (30) calendar days of the receipt of the STEP 3 reply to the grievance.

STEP 4: If the grievance is not settled at STEP 3, the FOP may appeal in writing to the Deputy Mayor for Labor Relations. Such appeal must be submitted within seven (7) working days after the meeting of the grievance committee. ~~The Deputy Mayor or his/her designated~~ representative shall meet within thirty (30) calendar days with the FOP to attempt to resolve the grievance. The Deputy Mayor shall reply to the FOP in writing within ten (10) working days following such meeting.

STEP 5: If the grievance is not resolved at STEP 4, either party may, within twenty-one (21) calendar days after the decision of the Deputy Mayor, certify in writing to the other party its intent to submit the grievance to arbitration.

D. A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

The Administration agrees not to lock out the FOP during the term of this Agreement.

## ARTICLE VII

### INTERNAL INVESTIGATION PROCEDURE

The Administration affirms that the following procedures shall be the policy of the Police Department and the Administration.

A. Any citizen alleging a wrongdoing on the part of a member of the bargaining unit will be asked to sign a complaint form.

1. Judicial Adjudication shall be defined as follows:

If a written complaint against an officer alleges solely that the complainant is not guilty of the criminal or traffic offense of which he/she is charged, then no investigation of alleged officer misconduct is warranted and the determination of guilt or innocence of the complainant will be determined through prosecution of the charge(s). Such complaint shall be deemed unfounded. However, if the complaint also alleges misconduct on the part of the officer, separate and apart from the determination of the guilt or innocence of the complainant, that aspect of the complaint shall be investigated promptly.

B. When any anonymous or unsigned complaint is made against a bargaining unit member and there is no corroborative evidence, the bargaining unit member shall not be required to submit a written report.

1. If a bargaining unit member is required to submit a written report, based on a signed complaint or corroborative evidence, he/she shall be provided an FOP representative prior to submission of the written report or any questioning.

2. The bargaining unit member and the FOP representative shall be advised of the nature of the complaint, shall be provided with a copy of the complaint, and shall be allowed a reasonable time to confer before any questioning is conducted and the written report is to be submitted.

a. The bargaining unit member, at his/her discretion, may then release the FOP representative for this step.

C. Any bargaining unit member, who is interviewed during the course of an internal investigation, shall be provided an FOP representative. Both shall be advised of the nature of the internal investigation, shall be provided with a copy of the initial complaint, if one exists, and shall be allowed a reasonable time to confer before any questioning is conducted, and before the submission of a written report if the member is ordered to do so.

1. A bargaining unit member, at his or her discretion, may then release the FOP representative at any time.

D. A bargaining unit member who is investigated for criminal activity shall be provided a FOP representative. The bargaining unit member shall be advised of his/her constitutional rights as provided by law. The bargaining unit member shall be allowed a reasonable time to confer with his/her FOP representative before any questioning is conducted.

1. A bargaining unit member, at his/her discretion, may release the FOP representative at any time.

E. Questioning or interviewing of a bargaining unit member in the course of an internal investigation will be conducted at hours reasonably related to a shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

1. Should said questioning and interviewing be conducted during hours other than the officer's regularly scheduled shift, the officer shall receive compensatory time at the appropriate rate, with a four (4) hour minimum.

2. Any bargaining unit member who appears at a Mayor's Hearing as a result of appealing a disciplinary action, and such hearing is held outside the individual officer's normal working hours, shall be awarded compensatory time for the actual time spent during the hearing, with no guaranteed minimum.

3. Any bargaining unit member who appeals a disciplinary action before the Civil Service Commission and the Commission determines that "loss of pay" is not appropriate, shall receive compensatory time for the actual time spent before the Commission at the appropriate rate, with no guaranteed minimum.

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a. Any bargaining unit member who appears as a witness, or is subpoenaed to appear at a disciplinary hearing on behalf of the FOP, shall receive compensatory time for the actual time spent at the hearing, with no guaranteed minimum.

Such time shall be deducted from the Union time account granted by the City of Akron under Article XIX of this Agreement.

F. Interrogations conducted in the course of an internal investigation shall be recorded. The bargaining unit member or members under investigation will be afforded the opportunity to listen to and make personal notes regarding such tape. A copy of the tape or transcript, if such is made, will be provided to the member, if he so requests, at no cost to the member. Nothing in this Article shall prohibit the FOP and/or the bargaining unit member(s) being interviewed from recording the interrogation.

1. At any time a bargaining unit member is charged with violating Rules and Regulations, the FOP shall be provided copies of all tapes, transcripts, records, written

statements, and videotapes in order to provide representation. The request for such copies shall be made to the Chief of Police or his designee by the individual officer or his designated representative. Such access shall be reasonably provided in advance of any Mayor's Hearing, Civil Service Commission Hearing, or arbitration hearing.

G. After submission of a written report, the bargaining unit member shall be provided an FOP representative, unless released by that bargaining unit member, in any subsequent investigative meetings.

1. If a bargaining unit member had previously released the FOP representative, he/she shall, at any time, be able to renew his/her right to be provided with a FOP representative in subsequent investigative meetings.

2. Should a member request an opportunity to review written documents that he/she has previously submitted or any documents that he/she has in his/her possession at the time of the investigation and pertaining thereto, he/she shall be afforded a reasonable time to examine such documents in private, with the FOP representative.

3. A bargaining unit member serving as a representative in an investigative meeting shall be released from his normal duty hours, upon the approval of his superiors, without loss of pay or benefits. It is understood such time shall not be unreasonably withheld.

H. No officer shall be ordered to submit to a polygraph test for any reason.

I. No officer shall be ordered to submit to a blood test, breathalyzer test, or any other test to determine the percentage of alcohol in the blood except as may be provided otherwise by specific statute.

J. In situations which involve an investigation of complaints or suspected violations in which an attorney of the City or County Legal Department is a participant, the member shall have the right to have an attorney of his choosing accompany him in such proceedings.

K. Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for such charge.

1. A bargaining unit member being investigated for criminal activity shall be advised of his Constitutional Rights as provided by Law and shall be afforded those rights if he chooses to exercise them.

2. It is understood that no officer will be charged with insubordination once he/she is advised of his/her Constitutional Rights and the refusal to answer questions is based on the exercise of such rights.

3. If a bargaining unit member is required to submit a written report, he shall be advised of the reason for such report, and the officer shall be required to submit a detailed statement.

a. Once a bargaining unit member has made his initial written reply which results in a question of potential criminal activity, the officer shall not be deprived of his Constitutional Rights to remain silent and/or disciplined in the exercise of those rights.

L. Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action or Civil Service hearing.

1. Any lawful order shall not be construed as administrative pressure, threats, coercion, or promises.

M. In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of an FOP representative when such action is taken. The FOP will be informed of all disciplinary actions and shall have the right to be present at the administration of any disciplinary action.

N. Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief or his designee, shall not be included in the personnel file of the officer and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit member against whom the complaint was alleged. No complaints will be returned to a bargaining unit member, or otherwise destroyed, until such time as the FOP obtains a declaratory judgment from Common Pleas Court declaring such action to be lawful.

1. All oral and written reprimands against a bargaining unit member which are over ~~one (1) year old shall not be used or held against a bargaining unit member in future disciplinary proceedings or promotional considerations, with the exception of those reprimands which pertain to like offenses, which in this case will have a two (2) year limitation.~~

O. In all cases involving Complaint Resolutions, the following definitions shall apply:

1. Unsubstantiated - cannot determine whether the incident occurred or not.
2. Exonerated - the incident did occur, but the officer(s) action(s) were justified.
3. Unfounded - the incident did not occur.
4. Substantiated - the incident did occur, as stated by the complaining party.

5. Withdrawn - When the complaining party wishes to withdraw the complaint before an investigation has been completed, provided that the investigating supervisor has not uncovered any violations of law or the rules and regulations.

P. Upon completion of an investigation, all complaints shall be clearly marked on the first page with the appropriate disposition(s).

Q. In disciplinary cases involving suspensions for a definite period, the effective date shall be on the eleventh day following the date of service. An appeal to the Civil Service Commission or to arbitration shall act as a stay until such time as a decision is rendered.

R. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure at STEP 3.

## ARTICLE VIII

### PRESS RELEASES

When an officer is charged with or under investigation for violations of the Akron Police Department Rules and Regulations, reasonable efforts, consistent with applicable law, shall be made to withhold the name of such officer(s) and the extent of disciplinary action taken until such time as the officer(s) has been served with charges or exonerated.

## ARTICLE IX

### NONDISCRIMINATION

The parties agree that neither the Administration nor the FOP will discriminate against any individual because of his/her membership or non-membership in the FOP, or his/her participation in the FOP.

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Both parties further agree not to discriminate against a police officer because of race, color, creed, religion, age, sex, sexual orientation, national origin or political affiliation.

## ARTICLE X

### MANAGEMENT RIGHTS

Except to the extent otherwise limited or modified by this Agreement, the Administration retains the right and responsibility:

A. To direct the work of police officers.

B. To determine the mission of the Police Division and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.

- C. To suspend, discipline or discharge officers for just cause.
- D. To take actions as may be necessary to carry out the mission of the Police Division in emergencies.
- E. To hire, promote and demote police officers within the powers granted by law.
- F. To recruit, select and determine the qualifications and characteristics of new hires.
- G. To schedule or not schedule overtime as required in the manner most advantageous to the requirement of efficient governmental operations.
- H. To train or retrain police officers as appropriate.

## ARTICLE XI

### OFFICERS AND FOP REPRESENTATIVES

The FOP shall at all times keep the Mayor or his designee, and the Chief of Police advised in writing of the name and department of its officers and members of all committees authorized to act on behalf of the FOP. Any changes in FOP personnel are to be immediately forwarded to the above-mentioned individuals in writing.

## ARTICLE XII

### SENIORITY

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#### A. Definitions

1. Seniority - Time served within rank classification.
2. Permanent Vacancy - A vacancy that occurs as a result of retirement, resignation, death, dismissal, promotion or newly created position.
  - a. Both parties must agree to any new exempt position not already specified in Article XII of this Agreement.
3. Subsequent Vacancy - Defined as any of the following:
  - a. A vacancy that results from filling a permanent vacancy; or
  - b. A vacancy that occurs thereafter as a result of the bid process; or

or  
c. A vacancy that occurs when a member is assigned to an exempt position;

d. A vacancy that occurs as a result of an Administrative Transfer.

4. Administrative Transfer - Any reassignment of a member between shifts, bureaus or subdivisions not predicated upon a seniority bid.

a. The member shall be given at least a seven (7) calendar day notice before such transfer takes place unless a verifiable departmental emergency exists, or the individual is transferred for disciplinary reasons.

5. Temporary Transfers - If the Union President and Chief of Police agree, the Chief may temporarily assign a bargaining unit member to another assignment within the Department for a period up to 90 days. The Union President and the Chief, by mutual consent, may extend the period of the temporary assignment one time for another period, up to 90 days. The Administration will announce the temporary assignment in the Daily Bulletin.

The Administration may administratively transfer a bargaining unit member during an investigation under Article VII. Reassignments due to layoffs will occur pursuant to Section 11 of Article XXV, Layoff, Displacement, and Recall.

6. Bid Positions - All positions within the Akron Police Division other than exempt positions.

7. Exempt Positions - Specific positions within the Akron Police Division which are exempt from the bid process. They are as follows:

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a. Office of the Chief of Police positions:

1. Administrative Aide - one (1) bargaining unit position.
2. Intelligence Unit Personnel - up to a maximum of two (2) bargaining unit positions.
3. Internal Investigation Unit - up to a maximum of two (2) bargaining unit members.
4. Public Information Officer - up to a maximum of one (1) bargaining unit member.

b. Uniform Sub-Division positions:

1. Patrol Operations Personnel - up to a maximum of three (3) bargaining unit positions; one (1) Captain; two (2) Sergeants.
2. Accident Reconstruction Team - up to a maximum of three (3) bargaining unit positions.
3. Canine Unit - the canine unit is eliminated. The Chief may assign a canine to any officer in the officer's current position. The six (6) canine-exempt positions are eliminated. The current canine handlers remain in their current unit assignment until these members exercise their bid rights per Article XII, (B)(1), (2) of this Labor Agreement.

c. Investigative Sub-Division positions:

1. Assistant Commander - one (1) bargaining unit position; one (1) Captain.
2. Property Room Personnel - a maximum of three (3) bargaining unit positions; one (1) Sergeant and two (2) Officers.
3. Polygraph Operators - two (2) bargaining unit positions.
4. Narcotics Unit Personnel
5. Street Narcotics Uniform Detail (SNUD) - up to maximum of fifteen (15) bargaining unit positions; one (1) Lieutenant; two (2) Sergeants; ~~twelve (12) Officers. The maximum of fifteen (15) bargaining unit~~ positions will include the handler(s) of any narcotics canines that may be assigned to the unit.
6. Canine Handlers - two (2) bargaining unit positions to handle narcotics canines attached to either the Narcotics Unit or the Street Narcotics Uniform Detail (SNUD). These positions will not be used to increase the fifteen (15) exempt positions already allocated in sub-section C (5).
7. Vice Unit - Vice Commander.
8. Crimes Against Persons Unit - One (1) bargaining unit position; one (1) Lieutenant.
9. Computer Forensic Specialists - Maximum of two (2) bargaining unit positions.

d. Services Sub-Division positions:

1. Assistant Commander - one (1) bargaining unit member; one (1) Captain.
2. Data Processing Personnel - maximum of three (3) bargaining unit positions; one (1) Sergeant and two (2) Officers.
3. Civil Liabilities Personnel - one (1) bargaining unit position.
4. Benefits Officer, as outlined in Section "E" of this Article.
5. Police Community Relations - up to a maximum of seven (7) bargaining unit members; one (1) Sergeant; one (1) Lieutenant; five (5) Patrolmen. D.A.R.E. shall remain part of Community Relations and be included as part of the seven (7) exempt positions.
6. Planning/Research/Development/Grant Administration - one (1) Captain; one (1) Patrolman.
7. Training - One (1) Lieutenant position.

e. Removal from exempt positions shall be for just cause.

B. Bid Process

1. When the Chief of Police chooses to fill any permanent or subsequent vacancy, except those which occur in the exempt positions outlined above, it shall be filled by division-wide seniority within rank classification, if otherwise qualified by skill, ability and work performance.

a. Notice of all permanent and subsequent vacancies which are to be filled shall be printed in the Daily Bulletin for a three (3) day period, (excluding Saturdays, Sundays and holidays).

b. Before the vacancy is filled, a member will have a five (5) day period, (excluding Saturdays, Sundays and holidays) after the third day of posting in the Daily Bulletin to notify in writing the Chief of Police of his desire to fill such position.

c. Said vacancy shall then be filled within fifteen (15) days after the close of the bid by awarding the position to the most senior bidder, if otherwise qualified by skill, ability or work performance. This award, as well as the subsequent vacancy, shall be made known to the members by Chief's Notice.

d. Any posted vacancy for which no written bids are received shall be filled by assigning the least senior bargaining unit member, division-wide, within the rank classification eligible for the vacancy. The member assigned to this vacancy shall be prohibited from exercising his/her bid rights for a period of 180 days from the date of the Chief's order awarding the position and shall be exempt from any other transfer for a period of 180 days from the date of the Chief's order awarding the position.

If other vacancies occur within this six (6) month period and no written bids are received, these vacancies shall be filled by assigning the next least senior bargaining unit member within the division in ascending order of seniority within the rank classification.

1. Bargaining unit members who are awarded, through the bid process, any of the following positions, shall be prohibited from bidding for another position for one (1) year:

- a. Accident Reconstruction Team
- b. Crime Scene Unit
- c. Training Bureau
- d. Polygraph Operator
- e. Handwriting Examiner (Detective Bureau)

e. Any member transferred under the conditions set forth in subsection (d), who subsequently becomes the successful bidder for another vacancy, shall not be considered for transfer under the conditions of subsection (d) for a period of twelve (12) months following the date of his/her successful bid.

f. Police recruits may be assigned by their Sub-Division Commander without regard to seniority for a two (2) year period following their graduation from the Police Academy as furtherance of their training. They will be exempt from the provisions of subsection (d) during this two (2) year period.

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g. It is agreed by both parties that the permanent or subsequent vacancies shall exist in the Trick/Shift or Unit, not the specific position.

## 2. Bid Considerations

a. Only those requests received in response to postings will be considered.

1. The FOP shall be provided copies of all bids.

b. A bargaining unit member may temporarily be assigned to fill a posted position, but only during the posting and filling process:

c. It is understood by both parties that if a member is transferred during the posting, bidding or filling process, the vacancy shall be deemed to have occurred in the position the member held at the time he submitted his successful bid request.

d. Whenever a sworn officer is awarded a permanent or subsequent vacancy, for the first 180 days from the date of the Chief's order awarding the position, he shall be ineligible to exercise his seniority for purposes of bidding another permanent or subsequent vacancy.

e. If the Administration decides to fill an exempt position, they shall notify all officers in the Daily Bulletin of the available position. Bargaining unit members interested in filling the exempt position shall notify, in writing, their Sub-Division Commander.

f. Police recruits may be assigned by their Sub-Division Commander without regard to seniority for a two (2) year period following their graduation from the Police Academy as furtherance of their training.

g. It is agreed by both parties that the permanent or subsequent vacancies shall exist in the Trick/Shift or Unit, not the specific position.

#### C. Bumping

1. It is understood between the parties that there shall be no bumping of members by members in job assignments.

#### D. Seniority/Time Off

1. Seniority will not be a basis for receiving time off with pay where all allowable time has previously been requested and approved.

#### E. Benefits Officer

1. The Benefits Officer shall be a police officer or sergeant, and his responsibilities shall consist of assisting bargaining unit members in matters relating to employee benefits.

2. The Benefits Officer shall be mutually selected by the FOP and the Chief of Police, using the below procedure.

a. The President of the FOP shall submit one (1) member's name for consideration to the Chief of Police. If that member is not acceptable to the Chief, the FOP President shall submit two (2) more names. The Chief and the FOP President shall then mutually agree to one of those two members.

3. When the Benefits Officer leaves office, he/she shall return to the shift and Sub-Division they were assigned prior to becoming the Benefits Officer.

## ARTICLE XIII

### VACATIONS

Management retains the right to determine the number of personnel needed per shift to effectively operate the Police Department. Therefore, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period at the same time.

As far as practical and possible, based on the above:

- A. The period from the second Sunday in June until the first Sunday in September shall be considered the choice vacation period.
  - B. Vacations shall be granted as follows:
    - 1. Sworn members with one (1) through nine (9) years of service shall be granted up to two (2) consecutive weeks during this specific time.
    - 2. Sworn members with ten (10) through fourteen (14) years of service shall be granted up to three (3) consecutive weeks during this specific period.
    - 3. Sworn members with more than fourteen (14) years of service shall be granted up to four (4) consecutive weeks during this specified period.
  - C. If the sworn member does not have enough accumulated vacation time equal to his request, the City of Akron shall not be bound to grant such leave as specified in Section B above.
  - D. Seniority within classification shall be the determining factor in the scheduling of vacations.
- 
- E. Bargaining unit members, not on a Monday through Friday schedule, may change their days off the week preceding their scheduled vacation to run consecutive with their vacation, if sufficient manpower is available, as determined by management, and such changes do not result in the payment of overtime.
  - F. When a bargaining unit member transfers to a new job assignment, he/she shall have his/her drawn vacation time follow to the new assignment.

## ARTICLE XIV

### LABOR MANAGEMENT COMMITTEE

To provide for a means of better communication and understanding between the Fraternal Order of Police and Management in the Akron Police Department, a Labor Management Committee will be maintained.

- A. The Committee will consist of no more than three (3) representatives of the Fraternal Order of Police and three (3) representatives as designated by the Chief of Police.
- B. The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.
  - 1. Individual grievances will not be a subject matter for discussion at these meetings.
- C. Meetings will be held at a mutually agreeable time between the parties.
- D. At least one (1) week prior to the meeting, each party will submit, in writing, specific discussion items.
- E. The President of the Fraternal Order of Police will notify the Chief of Police as to the FOP representatives.
- F. Within sixty (60) days after the signing of this Agreement, the parties shall meet.

## ARTICLE XV

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### RISK MANAGEMENT

When the City is notified that an Officer has been made a party defendant in a civil action seeking damages against the Officer based upon allegations that the Officer violated the rights of the plaintiff while acting in the scope of his or her employment with the City, the City shall contact the Union and the Officer and, at the Officer's request, meet with a representative of the Union, the Officer or both, as the Officer shall elect, prior to making any decision whether to represent the Officer in accordance with O.R.C. 2744.07.

## ARTICLE XVI

### OVERTIME

- A. Call-In Pay. Any bargaining unit member called into work during their normal off-duty hours shall be guaranteed a minimum of four (4) hours compensatory time or pay at the appropriate rate, subject to Akron Code of Ordinances Section 35.05.
- B. Continuous Overtime. Except as provided in Section B1 below, any bargaining unit member who works overtime continuous with his/her regularly scheduled shift shall receive compensatory time or pay for such hours at the appropriate rate, subject to Akron Code of Ordinances Section 35.05. However, no minimum guarantee shall apply.
1. If a bargaining unit member is involved in a SWAT operation or a preplanned search warrant execution, prior to his/her scheduled shift, and is given at least 24 hours notice, such member shall be compensated as continuous overtime.
- C. No bargaining unit member shall have his regular shift rescheduled for the purpose of eliminating overtime.
- D. Compensatory time earned through court appearances or training ordered by the Chief of Police during off-duty hours shall be calculated as follows:
1. Compensatory time shall be earned at the rate of one and one-half (1 1/2) times the actual time spent in court or training.
  2. Calculation of earned time shall be to the nearest one-tenth (1/10) of an hour.
  - ~~3. Minimum time earned for any one court appearance or attendance at a training session shall be for four (4) hours.~~
  4. Maximum time earned for court appearances on any one day shall be eight (8) hours, except in cases where a police officer must appear in hearings outside the City of Akron.
  5. Additional training time required at the Weapons Range by reason of failure to qualify under normal procedure shall not qualify for compensatory time.
- E. In cases where the hearings or duty requires an officer to remain out of town overnight, the officer shall receive his/her normal rate of pay on days he/she is regularly scheduled to work and shall receive eight (8) hours of compensatory time at a rate of one and one-half (1 1/2) times on normal scheduled days off.
- F. Effective January 1, 1992, and each calendar year thereafter, an officer may purchase up to a maximum of one-hundred and sixty (160) hours of paid leave, compensatory time, or a combination thereof.

1. Prior to March 31st of each calendar year, the bargaining unit member shall notify the Finance Director of the total amount of time he/she wishes to purchase and when such payment shall be made.

2. Payments shall be made in April or September of each calendar year.

3. All purchases are subject to the Finance Director's approval.

4. Payment shall be at the officer's hourly rate at the time of the pay-out.

G. Bargaining unit members chosen as field training officers shall receive four (4) hours of compensatory time for every five (5) tours of duty as a field training officer. To be eligible for the compensatory time, an individual must work a minimum of four (4) hours for each tour of duty.

## ARTICLE XVII

### UNIFORM ALLOWANCE

A. The Chief of Police shall establish a committee consisting of four (4) members appointed by the Chief, four (4) members appointed by the FOP and the Chief or his designee. This Uniform Committee will review the rescinded Chief's Order #1-1978 and recommend revisions thereto and will establish guidelines and regulations for the operation and implementation of the uniform replacement program. Recommendations of this committee shall be subject to review by the Mayor as Director of Public Safety.

B. Effective January 1, 2001, the non-uniform (plain clothes) allowance shall be \$1,550.00 maximum per year for eligible bargaining unit members. It shall be the responsibility of the officer to purchase T-shirts, socks, shoes, thermal underwear and gloves.

C. Effective January 1, 2001, each uniform officer shall receive a maximum allowance of \$1,225.00 per year for the purpose of purchasing civilian attire for court appearances. It shall be the responsibility of the officer to purchase T-shirts, socks, shoes, thermal underwear and gloves.

D. Effective January 1, 1998, the Uniform Allowance Plan will be based on a "NON-ACCOUNTABLE PLAN." In January of each calendar year, bargaining unit members shall receive a lump sum payment equal to the uniform allowance provided to the member for that calendar year.

E. Any officer who receives a lump sum payment under the non-uniform allowance as provided for under Section (B) of this Article and is subsequently transferred to the Uniform Sub-Division shall not be eligible to receive the uniform officer civilian clothing allowance during the year the transfer is made.

F. Any uniform officer who receives a lump sum payment under Section (C) provision of this Article and is subsequently transferred to a non-uniform (plain clothes) assignment for any fractional portion of the calendar year, shall receive a pro-rated amount of the non-uniform allowance for the fractional portion remaining of such calendar year.

1. The pro-rated amount shall be determined on the following basis:

a. The amount of monies the officer receives under Section (C) of this Article shall be deducted from the monies specified under Section (B). The difference in monies shall be divided by twelve (12) months to determine the monthly allowance. The monthly allowance multiplied by the months remaining in the year, from the officer's date of transfer, shall determine the additional monies the officer is entitled to.

b. In all cases, the officer shall not receive more than the maximum amount specified under Section (B) of this Article. The officer is also entitled to not less than the maximum allowance as specified under Section (C) of this Article.

## ARTICLE XVIII

### HOLIDAY PAY

A. Officers scheduled to work on the holidays listed below will receive premium pay in the amount of fifty percent (50%) over their normal straight time rate. New Year's Day, Christmas Day, Memorial Day (Observed Day), Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Martin Luther King, Jr.'s Birthday, Presidents' Day, Columbus Day, Veteran's Day and National Peace Officer's Memorial Day (May 15th).

B. Only officers normally scheduled or called in to work such holidays shall be eligible to receive premium pay.

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C. Effective January 3, 2011, Picnic Day shall be changed to a personal day.

## ARTICLE XIX

### UNION TIME

A. The City will provide thirty-two (32) hours per week which may be used by authorized representatives of the FOP for union business related to the administration of the Labor Agreement. The unused time will accumulate during the term of this Agreement. Released time under this Agreement must have the approval of the Chief of Police or his designee. It is understood that this provision is in addition to any time granted by the Mayor's Executive Order regarding release time for Union Presidents.

B. The President of FOP Akron Lodge #7 shall be assigned a day shift to the Benefits Office during his tenure, and shall be released from regular duty assignment to administer the terms and provisions of this Agreement. His assignment to the day shift shall not cause a reduction of personnel in the Benefits Office.

1. At the conclusion of his term as President, he shall return to the Sub-Division and shift he was assigned at the time of his election to President, unless otherwise mutually agreed.

## ARTICLE XX

### SICK LEAVE

A. For purposes of Sick Leave Eligibility in the event of illness or death, the employee's immediate family shall be defined as follows:

Spouse	Aunt
Grandparent	Uncle
Grandparent-in-law	Brother
Mother	Stepbrother
Mother-in-law	Brother-in-law
Father	Sister
Father-in-law	Stepsister
Son-in-law	Sister-in-law
Daughter-in-law	Child
Stepchild	Legal guardian or other
Stepparent	person who stands in place
Grandchild	of a parent

---

B. ~~Where there is illness in the employee's immediate family as defined above, an employee is eligible for up to two (2) days of sick leave. Those individuals defined as immediate family do not have to live in the employee's household to determine sick leave eligibility. Employees may be eligible for up to three (3) days sick leave for a death in the immediate family, with one (1) additional day allowable for travel time where warranted.~~

C. A bargaining unit member who is granted authorized leave under the Family and Medical Leave Act of 1993, shall be allowed to maintain a total maximum balance of eighty (80) hours of paid leave, annual leave, or compensatory time prior to making the transition to an unpaid status.

## ARTICLE XXI

### DRUG TESTING

A. The drug screening program as agreed upon between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, shall be made a part of the Agreement and incorporated under "Appendix A."

## ARTICLE XXII

### DISCIPLINE

A. No employee shall be disciplined, suspended, removed or reduced in rank except for just cause.

## ARTICLE XXIII

### ELECTION OF REMEDIES

A. The Union shall have the right to appeal notices of suspension, discharge, or reduction in rank to either the Civil Service Commission or arbitration.

B. Within ten (10) calendar days of a decision following a Mayor's Hearing, a bargaining unit member may appeal discipline to the Civil Service Commission. However, with the consent of the Union, a bargaining unit member may waive his right of appeal to the Civil Service Commission, and elect to appeal the discipline to binding arbitration pursuant to Article V of this Agreement. In no event shall an employee be entitled to a hearing before both the Civil Service Commission and an arbitrator regarding the same notice of suspension, discharge or reduction in rank.

1. The Union or the bargaining unit member shall notify, in writing, the Deputy Mayor for Labor Relations and the Personnel Director of their choice. Such notification shall be within ten (10) calendar days of the Mayor's decision. Failure to notify the City within the time limits specified will result in the bargaining unit member and/or the Union waiving their right of appeal.

C. Appeal of a suspension for a definite period or a reduction in rank to either the Civil Service Commission or arbitration shall act as a stay until a decision is rendered.

D. Appeal through arbitration is governed by the rules as specified under the "Arbitration" provisions found in Article V, Section E, of this Agreement.

E. Neither party waives its rights pursuant to Ohio Revised Code, Chapter 2711.

ARTICLE XXIV

WAGES

1)

A. Effective December 30, 2013 – 2% increase for all bargaining unit members.

B. Effective January 5, 2014 – 1% increase for all bargaining unit members.

C. Effective January 4, 2015 – 1% increase for all bargaining unit members.

D. In addition to the above, there shall be a wage reopener on December 31, 2014 to determine if additional wages are to be paid to bargaining unit members who worked any hours during 2014 and who are represented by the FOP. It is agreed that the additional wages paid, if any, shall be paid in a lump sum, shall not exceed 2% or the percentage used to calculate the lump sum payments made to AFSCME and CSPA, and shall not be added to the bargaining unit members' base salary, and shall be based on the bargaining unit member's earnings for regular and overtime hours worked in the previous calendar year (i.e, 2014). It is agreed that the additional wages, if any, shall be compensation paid to the bargaining unit members by reason of their employment and thereby "salary" as defined under Ohio Rev. Code 742.01(L)(1). There shall also be a wage reopener on December 31, 2015 to determine if additional wages are to be paid to bargaining unit members who worked any hours during 2015 and who are represented by the FOP. It is agreed that the additional wages paid, if any, shall be paid in a lump sum, shall not exceed 2% or the percentage used to calculate the lump sum payments made to AFSCME and CSPA, shall not be added to the bargaining unit members' base salary, and shall be calculated based on the bargaining unit member's earnings for regular and overtime hours worked in the previous calendar year (i.e., 2015). It is also agreed that the additional wages, if any, shall be compensation paid to the employees by reason of their employment and thereby "salary" as defined under Ohio Rev. Code 742.01(L)(1).

If either of the two wage reopeners do not result in an agreement within ninety (90) calendar days the parties agree to proceed to conciliation under the following procedure:

a. Unless the parties agree upon the selection of an Arbitrator, a joint request (which may be made with Local 330) will be made either to the American Arbitration Association or Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators to all parties. The parties shall meet within even (7) working days after furnishing of the list for the purpose of selecting an Arbitrator. The City and the FOP and Local 330 (collectively if both proceed to conciliation or individually if one proceeds to conciliation) will have the opportunity to alternately strike a name from the list until one (1) name remains.

b. The selected Arbitrator shall hold a hearing at a time and place convenient to the parties. If the Arbitrator is unable to schedule a hearing within thirty (30) days after selection or at a mutually agreed upon date beyond thirty (30) days, the parties may select another Arbitrator. All expenses involved in the Arbitration will be shared by the parties (with the City paying 50% and the FOP and/or Local 330 paying 50%, collectively if both proceed to conciliation or individually if one proceeds to conciliation). Any expenses incurred by the calling of witnesses or obtaining depositions or any other similar expenses shall be borne by the party at whose request such witness or deposition is required.

c. The Arbitrator is expressly limited to the meaning, intent or application of the provisions of this Agreement and does not have authority to interpret other provisions of the parties' Collective Bargaining Agreements.

E. The City agrees that neither the non-bargaining employees, the Mayor, members of Akron City Council, nor members of AFSCME, CSPA, or Local 330 shall receive a wage increase higher than that received by the Union during the term of this Agreement, with the exception of promotions.

2) DIRECT DEPOSIT

Effective January 1, 2008, bargaining unit members will be required to have Direct Deposit of their weekly paychecks. This provision is only applicable to weekly paychecks and does not include additional payouts to bargaining unit members.

ARTICLE XXV

LAYOFF, DISPLACEMENT, AND RECALL

Section 1. City Seniority. For purposes of this Article, City Seniority shall be defined as the length of continuous service with the City of Akron. City Seniority, for purposes of layoff, displacement and recall shall mean:

- (1) The amount of continuous service a permanent employee has accumulated in the classified service of the City of Akron.
- (2) Any permanent employee who has served as a temporary, seasonal, provisional, or probationary employee and who has achieved permanent status with no interruption in service shall receive seniority credit for the continuous service including the period served as a temporary, seasonal, provisional or probationary appointee employee.
- (3) Permanent part-time employees shall have their continuous service prorated as it relates to full-time employment.
- (4) Any personal leave without pay or disciplinary action in excess of sixteen (16) consecutive calendar days, shall be subtracted when computing the continuous

service of an employee except sick leave or military leave for purposes of determining total seniority credit. The seniority computation shall not be affected by leaves in the excess of sixteen (16) consecutive calendar days that are protected by law or if the employee has participated in furloughs.

- (5) The continuous service of a permanent employee who has resigned and been reinstated shall be computed from the time of the last reinstatement and no seniority credit shall accrue for service prior thereto.
- (6) Any employee, who has been laid-off from a position in the classified service of the City of Akron, shall upon reinstatement, have the time while on layoff subtracted from the computation of continuous service for purposes of determining total seniority credit.

Seniority-in-Rank. Seniority-in-rank shall be defined within each rank, for the rank of Sergeants and above, as the length of time a bargaining unit member has worked within that rank, as designated by the bargaining unit member's seniority ranking on the "S-List" maintained by the Akron Police Division. However, Seniority-in-rank, as designated on the S-List, shall be adjusted for purposes of layoff, displacement and recall, as set forth in subsections (1) through (6) above.

Section 2. Whenever it becomes necessary to reduce the number of bargaining unit members in the City of Akron, for reasons of lack of work or lack of funds, the appointing authority shall have the power to lay off bargaining unit members.

Section 3. The appointing authority shall determine the number of reductions within each rank. Beginning with the highest rank affected, the bargaining unit member with the lowest Seniority-in-rank, as determined on the S-List (as adjusted), shall be bumped down to the next lower rank, and shall be given a Seniority-in-rank designation on the S-List that the bargaining unit member held when he/she was promoted from that rank. The same process shall be followed in each lower rank until the bargaining unit members with the least City Seniority are laid off.

---

Section 4. In the event two or more bargaining unit members have equal seniority, the order of layoff will be determined by the bargaining unit members' final grades received in the selection or promotion process for their current position; the bargaining unit member with the lowest final grade to be laid-off first. Should the preceding procedure fail to determine the layoff order, the date of application for the current rank shall determine the layoff order, the bargaining unit member with the latest application date to be laid-off first.

Section 5. Bargaining unit members subject to layoff shall be given a written notice of the layoff by the appointing authority at least fourteen (14) calendar days prior to the effective date of the layoff.

Section 6. Bargaining unit members subject to layoff shall have the option of receiving all of their terminal pay in their final pay, unless the bargaining unit member notifies the Police Chief in writing that he or she wishes to defer his or her payout for one (1) calendar year. In such case, if the bargaining unit member is recalled within one (1) calendar year, the paid time will be

restored to the bargaining unit member. If the bargaining unit member is not recalled within one (1) calendar year, and has not received his/her terminal pay, the terminal pay will be paid to the bargaining unit member at the rate of pay at the time of layoff.

Section 7. Bargaining unit members who have been laid off shall be subject to recall in the reverse order of their lay-off, i.e. the last bargaining unit member to be laid off shall be the first bargaining unit member to be recalled. Rank shall be restored in the same fashion; the last bargaining unit member who was reduced in rank shall be the first bargaining unit member whose rank is restored.

Section 8. Bargaining unit members shall retain recall rights from layoff for four (4) years from the date of layoff. The right of a bargaining unit member who was reduced in rank due to layoff and/or displacement, shall retain the right to have his/her rank restored, without time limits.

Section 9. Notices of recall shall be mailed, return receipt requested, to the bargaining unit member's last address on file with the Personnel Director. It is the responsibility of the bargaining unit member on lay off to notify the Personnel Director of any change in address, including any temporary change in address in the event the bargaining unit member will be away for more than two (2) weeks. Upon actual receipt of the recall notice, the bargaining unit member shall notify the Personnel Director within five (5) business days of his or her intent to accept the recall. If the bargaining unit member fails to receive the recall notice because the bargaining unit member no longer lives at the last-known address or is away from the address for more than two (2) weeks and has not provided a temporary forwarding address, then the bargaining unit member shall forfeit any recall rights. Laid off bargaining unit members who are members of the military will retain all rights in accordance with USERRA.

Section 10. Once a bargaining unit member is recalled to work, the bargaining unit member must return to work within two (2) weeks of notifying the Personnel Director that he or she is accepting the recall. ~~Bargaining unit members may return to work earlier, with the consent of the Police Chief.~~

Section 11. If layoffs, displacements, or recalls result in the need to re-bid any positions, the parties will meet to negotiate the effects of the lay-offs, displacements or recalls on the bidding procedure in the Agreement. Any disputes regarding the bidding of positions may be addressed through arbitration.

Section 12. Any grievance filed concerning this Article may be processed directly to arbitration. If a timely public records request is made, the City will provide existing records prior to the arbitration hearing.

ARTICLE XXVI

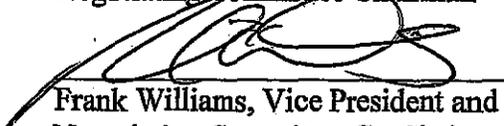
TERM

This Agreement shall be in effect for an initial period commencing **January 1, 2013**, and ending **December 31, 2015**. Both parties agree to commence negotiations at least sixty (60) days, but not more than one hundred twenty (120) days prior to the termination date of this Agreement, unless otherwise agreed.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 16<sup>th</sup> day of **June**, 2013.

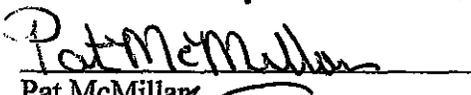
Fraternal Order of Police  
Lodge #7

  
Paul J. Hlynsky, President and  
Negotiating Committee Chairman

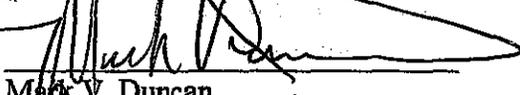
  
Frank Williams, Vice President and  
Negotiating Committee Co-Chairman

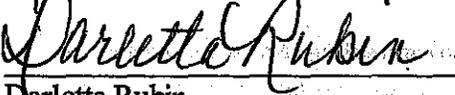
  
Brian Armstead  
Recording Secretary

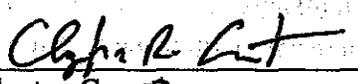
  
Mike Leslie  
Benefits Officer/Financial Secretary

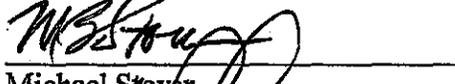
  
Pat McMillan  
Trustee

  
Gary Shadie  
Trustee

  
Mark V. Duncan

  
Darletta Rubin

  
Clayton Cozart

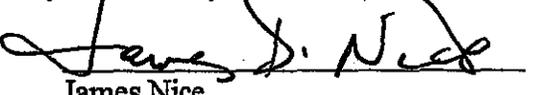
  
Michael Stover

  
Robert Lehman

City of Akron, Ohio

  
Donald L. Plusquelieu  
MAYOR

  
Randy D. Briggs  
Director of Labor Relations

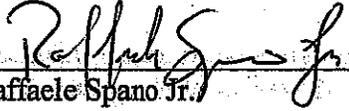
  
James D. Nice  
Chief of Police

Approved as to legal form  
and correctness:

  
Cheri B. Cunningham  
Director of Law



Brian Harding



Raffaele Spano Jr.

DRUG SCREENING PROGRAM FOR SWORN EMPLOYEES  
OF THE AKRON POLICE DIVISION

I. POLICY STATEMENT

The City of Akron (City) and FOP, Akron Lodge #7, recognize their obligation to provide a safe and efficient workplace and service to the public. Substance abuse poses a direct threat to the public safety and welfare and to the employees of the Police Division. The goal of this Program is, therefore, to provide Police Division employees who are free from the effects of drugs in order to ensure the safety of the public as well as the safety of the employees.

Public trust and confidence in the integrity of the Police Division is also threatened by suspicion of officer drug use. Finally, officer drug use impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by police officers and thereby insure the integrity of the Police Division and preserve public trust and confidence in a fit and drug-free Police Division.

The City and the FOP are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the City's Employee Assistance Program (EAP) are the two primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

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(A) LEGAL DRUGS

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

(B) ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

## II. DEFINITIONS

For purposes of this drug screening policy, the following terms shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the City of Akron.
  2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (C), the possession or sale of which is prohibited by law.
  3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
  4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
  5. "Medical Provider" means the facility mutually approved by the City and the Fraternal Order of Police, which may change from time to time, which collects, screens and/or stores urine samples.
  6. "Medical Review Officer" (MRO) means the physician mutually approved by the City and the Fraternal Order of Police whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
  7. "Employment related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on City premises at the time of the accident.
- 
8. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.
  9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the City and Fraternal Order of Police and set forth in IV (C).
  10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV (C) of this policy.

### III. PROCEDURES

#### (A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage under any of the following conditions:

1. Whenever an employee's behavior creates a reasonable suspicion of drug use. The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

- a. Direct observation of drug use.
- b. Possession of drugs or related paraphernalia.
- c. Employee admissions of drug use or possession.
- d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control.
- e. Any tampering with the drug screening process.
- f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute reasonable suspicion:

- 
- a. ~~Attendance problems, including absenteeism, tardiness, or unusual use of sick leave.~~
  - b. Excessive or repetitive vehicular, equipmental, or other workplace accidents.

2. Whenever an employee is involved in a motor vehicle accident resulting in personal injury or property damage. Any employee involved in an employment-related accident may be subject to screening. The Chief or his designee will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within seventy-two (72) hours.

3. Whenever an employee is transferred, or assigned to fill a sensitive position. Any employee temporarily assigned to a sensitive position is subject to screening, provided the assignment is expected to last beyond a two week period. The "sensitive positions," which may subject the employee to screening, are listed below.

- a. Forensic laboratory personnel including, but not limited to, the Crime Scene Unit.

- b. Drug interdiction and enforcement personnel including, but not limited to, the Narcotics and Vice Squads, DARE Unit, and other units with high potential for exposure to substance abuse.
- c. Special response teams including, but not limited to, SWAT and TAC Units.
- d. Property Room Personnel.
- e. Office of Professional Standards and Accountability.

The Chief, representatives of the Fraternal Order of Police, Lodge #7, and representatives of the Office of Labor Relations shall determine whether a position falls within one of the sensitive position categories.

4. Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.

5. Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence. Such an employee shall be required to undergo a minimum of twelve (12) urine tests within the one year period starting with the date of return to duty.

6. Whenever an employee is certified from a promotional eligibility list. All promotions will be contingent upon a negative test result.

7. When randomly selected. All employees shall be subject to random drug screening. All employees will be assigned a confidential identification number. The identification numbers of all employees will be entered into a computer. Once each calendar month the computer will select forty-five (45) of the entered identification numbers. A list of the selected identification numbers is then forwarded to the Chief, or Acting Chief. The Chief or Acting Chief matches the list of selected numbers against a master list in the presence of representatives from the Fraternal Order of Police and the Office of Labor Relations. The selected employees will then be screened within five (5) calendar days. Notification of screening will be withheld from the selected employee until the day of the screening so that the screening is not compromised. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

(B) DECISION TO SCREEN FOR CAUSE

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Chief, or a Deputy Chief, of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or be in possession of a firearm. The supervisor shall, before the end of the shift, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The Chief or a

Deputy Chief will determine whether sufficient suspicion exists to warrant screening, and the determination will be based only upon reliable information as set forth in III (A)(1).

If the Chief or Deputy Chief determines that an employee must participate in the screening process, it will be considered a direct order.

The Chief, Deputy Chief, or the employee's supervisor, will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Deputy Chief, or the employee's supervisor will inform the employee of the date the employee is to resume work.

(C) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided an FOP representative to accompany the employee and the supervisor to the testing site. The employee may release the FOP representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

IV. SCREENING PROCESS

(A) SAMPLE COLLECTION

Specimen collection will occur in a medical or other secure setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

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Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with photo I.D. or fingerprint prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's A.P.D. identification number, date, and time of collection. After collection, the sample will be sealed, the Chain of Custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

(B) TESTING METHODOLOGY

The Medical Provider selected by the City and the Fraternal Order of Police to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- i. Initial screening step, and
- ii. Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

(C) SCREENING STANDARDS

The City and the Fraternal Order of Police in consultation with the Medical Provider have determined the type of screening to be used. The specific substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

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Drug	Initial Screening Level	Confirmation Level
Amphetamines	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	150 ng/ml	100 ng/ml
Methadone	300 ng/ml	200 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml
	*25 ng/ml if immunoassay (specific for free morphine)	
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml

Should SAMHSA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes. Such changes will be reflected in the subsequent bargaining agreement.

(D) SCREEN RESULTS

1. Negative Results

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any SAMHSA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

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If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings, and employee appeals.

(E) ROLE OF MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may

deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or Acting Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

## V. DISCIPLINARY ACTION AND APPEAL

A. Disciplinary action against an employee for substance abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against him and has had an opportunity to respond.

B. Employees who as a result of being drug tested are found to be using illegal drugs may be subject to dismissal. Voluntary submission to a program may be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. Refusal to submit to a drug test may also be grounds for dismissal. Adulteration of, or switching a urine sample shall be grounds for dismissal.

C. Employees may appeal any formal disciplinary action to the Mayor and the Civil Service Commission subject to the conditions stated in Section 72, of the City Charter and the Akron Police Department Rules and Regulations. In lieu of an appeal to the Civil Service Commission, the Union may appeal the disciplinary action to arbitration.

## VI. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and

procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this Program. If the Chief, or Acting Chief, refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the Program.

The City's EAP is separate and distinct from the Police Department and this Drug Screen Program, and therefore, any referral or treatment, is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

#### VII. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to above is **Summa Health Systems**.

#### VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

1. All employees will be informed of the Division's drug testing policy. ~~Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.~~

2. There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

IX. PROBATIONARY EMPLOYEE DRUG TESTING

(A) All newly-hired probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled during the probationary period.

## TIME BANK

### I. PURPOSE

A. The purpose of the Time Bank is to assure a member of the program that he will not be removed from the payroll during the first year of illness or incapacity due to an off-duty injury which causes him to use all time off available to him.

### II. ELIGIBILITY

A. Any sworn member of the Akron Police Division, hereinafter referred to as employee, who has completed his initial probation period is eligible to join this program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the Time Bank Committee. Employees who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, within the above stated forty-five (45) day period and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment, employees will have the opportunity to join during the first two (2) weeks of January of each subsequent year.

1) The Time Bank Committee may review any applicant's past record of sick time use before allowing the applicant to join the program.

2) A past record of sick time abuse shall be sufficient to refuse any applicant admission into the program.

### III. TIME DONATION

A. Each employee who wishes to enroll in the Time Bank shall be required to donate ~~four (4) hours of time to the program at the time he joins it.~~

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1) The following types of time may be donated:

- a. Paid Leave Hours
- b. Compensatory Time
- c. Holidays

B. When the available time in the Time Bank is reduced to one hundred (100) hours through withdrawals, additional donations of time shall be required to bring the amount of time in the Time Bank back to the five hundred (500) hour level. Such donations shall be made in the following order:

1) A drawing shall be held by the Time Bank Committee to determine the letter of the alphabet that will start the second round of donations.

a. The entire roster must then be gone through before a member can be called on for the third round donation, and so forth.

C. If a member is called on for a donation and fails to respond, he shall be dropped from the program providing he has available hours to donate. If the member fails to respond due to having insufficient hours to donate, he will be continued on the program providing he contributes at the first opportunity he has hours available.

D. Effective January 1, 1995, and each year thereafter, the City of Akron agrees to place into the Time Bank One-Hundred percent (100%) of all informal disciplinary time from the previous year.

#### IV. TIME BANK ADMINISTRATION

A. The Time Bank shall be maintained and administered by the Benefits Officer who shall report in writing any withdrawals from, or donations to, the Time Bank to the Chief of Police and the Time Bank Committee.

B. A committee shall be established by the Chief of Police consisting of five (5) members appointed for terms of five (5), four (4), three (3), two (2) and one (1) year(s) who shall elect a committee chairman from among themselves. In each succeeding year the Chief of Police shall appoint one (1) committee member to a five (5) year term.

1) The committee shall investigate each member applying to withdraw time from the Time Bank and assure that the member meets all of the established requirements for the withdrawal of time.

2) The committee shall report its findings and recommendations to the Chief of Police and make reports, upon request, to the Deputy Mayor of Labor Relations or Labor Relations Director containing any information requested.

C. The Chief of Police, upon receiving a report from the Time Bank Committee, shall notify the Administrative Agent whether a withdrawal of time is allowed or disallowed.

1) The Chief of Police may, with good and reasonable cause, disallow withdrawal of time from the Time Bank even though the committee has recommended approval; however, if he does he must notify the committee of his reason as for doing so.

#### V. USE OF TIME BANK

A. When a member off duty has used all time off available to him and is within fifteen (15) days of using all of his accumulated sick time, the Personnel Officer shall notify the Chief of Police, the Time Bank Committee, the Benefits Officer and the member concerned.

B. The member shall furnish such information and physician's statements to the committee as they may require to make a decision.

C. Any member drawing time from the Time Bank may be required by the committee to periodically furnish them with additional information or physician's statements during the time the member is off.

D. The length of time available to any one (1) member through the Time Bank is six (6) calendar months; however, under exceptional circumstances a member on extended sick leave may apply for one (1) extension of time not to exceed six (6) calendar months if his physician will assure the committee that at the end of the extension of time the member will be sufficiently recovered to return to active duty.

E. In no case where regular sick leave has been abused by the member shall he be granted time from the Time Bank.

1) The committee shall have the right to determine if sick leave has been abused in the past by investigating an employee's past record of sick leave usage to determine the character and frequency of any sick leave taken.

2) The committee shall have the right to require proof of illness or injury in the investigation of past sick leave use.

F. Additional qualifications may be imposed from time to time by agreement between the Fraternal Order of Police, the Chief of Police and the Deputy Mayor of Labor Relations or his designees.

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## VI. SCOPE OF AGREEMENT

It is expressly understood that this AGREEMENT is subject to all applicable provisions of statutes, City Charter, Ordinances, and Civil Service Commission Rules and Regulations, as well as the Rules and Regulations of the Police Division; the parties shall continue to be bound by such provisions, both as they now exist and as the same may be amended and supplemented from time to time.

## MEMORANDUM OF AGREEMENT

**In 2012 negotiations, the City of Akron and the Fraternal Order of Police Akron Lodge #7, as well as Local 330, AFSCME, and CSPA agreed to participate in a Labor Management Health Care Committee.**

**This Committee shall be compromised of representatives from each of the City of Akron's bargaining units. Each union may designate two representatives and the unions may also hire their own consultant at their cost to attend the Committee meetings. This Committee has the responsibility to examine and recommend health care cost savings, but has no authority to modify health care benefits in the existing Collective Bargaining Agreement.**

**January 1, 2013**

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Lodge #7  
217 S. High Street  
Akron, OH 44308

Dear Mr. Hlynsky:

This letter is to reaffirm the City of Akron's commitment made that should the Police and Firemen's Disability and Pension Fund of Ohio's health insurance plan or a successor plan cease to provide benefits to eligible City of Akron retirees, spouses and dependent children, widows and widowers, the City of Akron would become the primary insurer of benefits authorized by the City of Akron ordinances.

In cases where another health plan or plans' liability precedes that of the City of Akron plan, the City of Akron will continue to provide benefits in its order of liability.

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Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

January 1, 2013

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street  
Akron, OH 44308

Re: Secondary Employment Rates

Dear Mr. Hlynsky:

Since 1990, it has been the intent of both parties that the rate of pay for a patrolman be within the closest \$.50 increment of the top patrol officer hourly rate. The rate of pay for a Sergeant and above acting as supervisors in the course of secondary employment shall always be \$2.00 per hour higher than the patrol officer rate.

To continue this method of calculation and to avoid confusion in the future over effective dates of needed adjustments, the parties agreed during 1994 negotiations to the following language:

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"The rate of compensation for secondary employment shall be adjusted, beginning with the first day of the first pay period in January, to an amount necessary to remain within the closest \$.50 increment of the top patrol officer hourly rate then in effect."

Since the current Agreement is for three (3) years, the wage increases for off-duty jobs will become effective the same day as the wage increases awarded by the Conciliator on January 3, 2011.

The following off-duty hourly rates will become effective as follows:

**12/30/12** – Hourly rate for off-duty police jobs:

Non-supervisory capacity - **\$27.50**  
Supervisory capacity - **\$29.50**

**1/5/14 - Hourly rate for off-duty police jobs:**

Non-supervisory capacity - **\$28.00.**  
Supervisory capacity - **\$30.00.**

**1/4/15 – Hourly rate for off-duty police jobs:**

Non-supervisory capacity - **\$28.00.**  
Supervisory capacity - **\$30.00.**

Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

**January 1, 2013**

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street  
Akron, OH 44308

Dear Mr. Hlynsky:

This will confirm our commitment regarding Rule 400.05-A of the Police Rules and Regulations.

400.05 Members will wear the official Police Division uniform prescribed by the Police Division Uniform Specifications while on duty.

a. Wearing of the uniform cap is optional except under the following conditions:

1. When directing traffic;
  2. When working crowd control (special events);
  3. With the dress uniform.
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Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

January 1, 2013

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Lodge #7  
217 S. High Street  
Akron, OH 44308

Dear Mr. Hlynsky:

This letter confirms, in writing, the agreement made during 2006 negotiations between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, so as to evaluate the current Fitness Program within the Akron Police Department.

The parties agree that not later than sixty days after the execution of this Collective Bargaining Agreement, the parties will each nominate three members to serve as members of a Joint Physical Fitness Review Committee charged with the responsibility of analyzing and making recommendations to improve the programs and policies relating to the maintenance of good health and physical fitness of Officers. The Committee shall convene and meet not later than thirty days after the parties exchange their list of members.

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Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

**January 1, 2013**

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street, Room 403  
Akron, OH 44308

Re: Physical Fitness

Dear Mr. Hlynsky:

The City will furnish membership privileges to the CitiCenter Athletic Club or Balch Street fitness facility or another facility designated by the City beginning January 3, 2011 for each bargaining unit member.

In 2003 negotiations, the parties have agreed that this incentive shall not be used to engage in competitive sports, competitive sports training, or for recreational sports activities.

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Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

January 1, 2013

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street, Room 403  
Akron, OH 44308

Re: Fitness Testing

Dear Mr. Hlynsky:

During 2003 labor negotiations between the City of Akron and the Fraternal Order of Police, Akron Lodge #7, the parties negotiated the following change to the Akron Police Department's Physical Fitness Policy (P-2003-069).

A. Effective January 1, 2004, bargaining unit members hired between 9/10/84 to and including 12/26/94, must do one of the following:

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1. ~~Maintain a level of fitness whereby the officer falls within the guidelines~~ as specified in the Health Maintenance Requirements Agreement signed by the bargaining unit member or;

2. Complete the Criterion Task Test (CTT) within the time limits specified by ARA Human Factors Incorporated. However, officers will be given the option to climb the wooden barrier that is presently part of the Criterion Task Test, or a six (6) foot chain-link fence.

B. Officers hired on or after 8/29/95 will be required to successfully complete, on an annual basis, one of the following tests:

1. Complete the Criterion Task Test (CTT) within the time limits specified by ARA Human Factors Incorporated.

2. Complete the Criterion Task Test (CTT) within the time limits specified by ARA Human Factors Incorporated. However, officers will be given the option to climb the wooden barrier that is presently part of the Criterion Task Test, or a six (6) foot chain-link fence.

Changes in the Physical Fitness Policy, as agreed upon in 2003 negotiations, cannot be changed without the mutual consent of the City of Akron and the Fraternal Order of Police, Akron Lodge #7.

However, if the changes are deemed invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or found to be in conflict with state and federal laws, Charter of the City of Akron, or Civil Service Rules, the City of Akron and the Fraternal Order of Police, Akron Lodge #7, will meet within thirty (30) days to negotiate an alternate test. All other provisions of the Physical Fitness Policy will remain in full force and effect.

Sincerely,

Patricia Ambrose Rubright  
Interim Director Labor Relations

**January 1, 2013**

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street, Room 403  
Akron, OH 44308

Re: Medical Waiver for Physical Fitness Policy

Dear Mr. Hlynsky:

During 2006 negotiations, the City of Akron agreed with the Fraternal Order of Police, Akron Lodge #7, that within sixty (60) days of ratification of the labor agreement, the parties will meet to develop a medical waiver provision under which testing pursuant to the Physical Fitness Policy (P-2003-069) may be postponed due to medical reasons.

Sincerely,

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Patricia Ambrose Rubright  
Interim Director Labor Relations

**January 1, 2013**

Mr. Paul J. Hlynsky, President  
Fraternal Order of Police, Akron Lodge #7  
217 S. High Street, Room 403  
Akron, OH 44308

Re: Transitional Work

Dear Mr. Hlynsky:

This letter is written to confirm, in writing, the agreement made between the City of Akron and the Fraternal Order of Police, Akron Lodge #7.

During 2012 negotiations, the parties agreed that within ninety (90) days of the signing of the labor agreement, the parties will meet in an attempt to negotiate a Transitional Work Program.

Sincerely,

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Patricia Ambrose Rubright  
Interim Director Labor Relations

**EXCERPTS FROM ORDINANCE NO. 383-2012**

**Section 1.** That, the Mayor is hereby authorized to enter into collective bargaining agreements with AFSCME Local 1360 and AFSCME Ohio Council 8, International Association of Firefighters, Local #330, and the Fraternal Order of Police, Lodge #7 have agreed to the terms of collective bargaining agreements to be effective from January 1, 2013 through December 31, 2015, and to enter into a one-year extension of the collective bargaining agreement with the Civil Service Personnel Association, Inc., for the term January 1, 2015 through December 31, 2015.

**Section 6.** That non-bargaining employees, the Mayor and members of Akron City Council shall not receive a wage increase higher than that received by the unions during 2013, 2014, or 2015, with the exception of promotions.

**Section 10.** That the compensation schedules set forth in Sections 2, 3, 4, 5, 7, 8 and 9 of this ordinance for the job classes included in the Civil Service Personnel Association, Inc., AFSCME Local 1360 and AFSCME Ohio Council 8, International Association of Firefighters Local #330, Fraternal Order of Police, Lodge #7, and the non-bargaining, management and unclassified job classes, be adjusted by the enactment of a revised salary plan to reflect a 1% increase effective January 5, 2014.

**Section 11.** That the Director of Finance be and is hereby authorized to make payments to employees in the Civil Service Personnel Association, Inc., AFSCME Local 1360 and AFSCME Ohio Council 8, International Association of Firefighters Local #330, Fraternal Order of Police, Lodge #7, and the non-bargaining, management and unclassified job classes according to the following calculation in addition to the 1% pay increase for calendar year 2014:

In January, 2015, the net percentage change in City of Akron gross income tax revenue from January 1, 2014 to June 30, 2014 and then from July 1, 2014 to December 31, 2014, as compared to the same six month periods in the previous year will be calculated. The comparison of income tax revenue between 2013 and 2014 and the calculation of any potential increase shall be based solely on a City income tax rate of 2% for both years. The net percentage increase in gross income tax revenue (minus the 1% previously paid) for either or both of the six month periods, will be paid as a percentage bonus (up to 2%) based on the employee's earnings for regular and overtime hours worked in 2014 in a pensionable one-time lump sum payment by April 1, 2015. If this net percentage calculation for either or both six month periods is less than 1%, there shall be no refund from the employees. The potential lump sum payment will not be added to increase the employee's 2014 base wage. The combination of the 1% base wage increase and the potential additional percentage used to calculate a potential lump sum payment cannot exceed a maximum of 3%.

**Section 13.** That the compensation schedules set forth in Sections 2, 3, 4, 5, 7, 8 and 9 of this ordinance for the job classes included in the Civil Service Personnel Association, Inc., AFSCME Local 1360 and AFSCME Ohio Council 8, International Association of Firefighters Local #330, Fraternal Order of Police, Lodge #7, and the non-bargaining, management and unclassified job classes, be adjusted by the enactment of a revised salary plan to reflect a 1% increase effective January 4, 2015.

**EXCERPTS FROM ORDINANCE NO. 383-2012**

**Section 14.** That the Director of Finance be, and is hereby, authorized to make payments to employees in the Civil Service Personnel Association, Inc., AFSCME Local 1360 and AFSCME Ohio Council 8, International Association of Firefighters Local #330, Fraternal Order of Police, Lodge #7, and the non-bargaining, management and unclassified job classes according to the following calculation in addition to the 1% pay increase for calendar year 2015:

In January, 2016, the net percentage change in City of Akron gross income tax revenue from January 1, 2015 to June 30, 2015 and then from July 1, 2015 to December 31, 2015, as compared to the same six month periods in the previous year will be calculated. The comparison of income tax revenue between 2014 and 2015 and the calculation of any potential increase shall be based solely on a City income tax rate of 2% for both years. The net percentage increase in gross income tax revenue (minus the 1% previously paid) for either or both of the six month periods, will be paid as a percentage bonus (up to 2%) based on the employee's earnings for regular and overtime hours worked in 2015 in a pensionable one-time lump sum payment by April 1, 2016. If this net percentage calculation for either or both six month periods is less than 1%, there shall be no refund from the employees. The potential lump sum payment will not be added to increase the employee's 2015 base wage. The combination of the 1% base wage increase and the potential additional percentage used to calculate a potential lump sum payment cannot exceed a maximum of 3%.

**Section 17.** That this ordinance is hereby declared to be an emergency measure for the immediate preservation of public peace, health, safety and welfare for the reason that said revisions in employee compensation should become effective at the earliest possible moment in order to ensure that employment with the City of Akron will be sufficiently attractive so as to be conducive to maintaining the most qualified individuals in the municipal service, and provided

**SALARY PLAN - POLICE**  
**FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO  
PERSONNEL DEPARTMENT

ORDINANCE NO. 383-2012  
EFFECTIVE DATE: 12/30/2012

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	23.75	950.00	4,116.67	49,400.00
	4	24.96	998.40	4,326.40	51,916.80
	5	26.31	1,052.40	4,560.40	54,724.80
	6	27.74	1,109.60	4,808.27	57,699.20
81	4	28.90	1,156.00	5,009.33	60,112.00
	5	30.40	1,216.00	5,269.33	63,232.00
	6	32.17	1,286.80	5,576.13	66,913.60
82	4	33.50	1,340.00	5,806.67	69,680.00
	5	35.31	1,412.40	6,120.40	73,444.80
	6	37.37	1,494.80	6,477.47	77,729.60
83	4	38.86	1,554.40	6,735.73	80,828.80
	5	40.90	1,636.00	7,089.33	85,072.00
	6	43.38	1,735.20	7,519.20	90,230.40
84	4	45.06	1,802.40	7,810.40	93,724.80
	5	47.47	1,898.80	8,228.13	98,737.60
	6	50.33	2,013.20	8,723.87	104,686.40
85	4	52.29	2,091.60	9,063.60	108,763.20
	5	55.07	2,202.80	9,545.47	114,545.60
	6	58.42	2,336.80	10,126.13	121,513.60

**SALARY PLAN - POLICE  
FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO  
PERSONNEL DEPARTMENT

ORDINANCE NO. 383-2012  
EFFECTIVE DATE: 1/5/2014

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	23.99	959.60	4,158.27	49,899.20
	4	25.21	1,008.40	4,369.73	52,436.80
	5	26.57	1,062.80	4,605.47	55,265.60
	6	28.02	1,120.80	4,856.80	58,281.60
81	4	29.19	1,167.60	5,059.60	60,715.20
	5	30.70	1,228.00	5,321.33	63,856.00
	6	32.49	1,299.60	5,631.60	67,579.20
82	4	33.84	1,353.60	5,865.60	70,387.20
	5	35.66	1,426.40	6,181.07	74,172.80
	6	37.74	1,509.60	6,541.60	78,499.20
83	4	39.25	1,570.00	6,803.33	81,640.00
	5	41.31	1,652.40	7,160.40	85,924.80
	6	43.81	1,752.40	7,593.73	91,124.80
84	4	45.51	1,820.40	7,888.40	94,660.80
	5	47.94	1,917.60	8,309.60	99,715.20
	6	50.83	2,033.20	8,810.53	105,726.40
85	4	52.81	2,112.40	9,153.73	109,844.80
	5	55.62	2,224.80	9,640.80	115,689.60
	6	59.00	2,360.00	10,226.67	122,720.00

**SALARY PLAN - POLICE  
FRATERNAL ORDER OF POLICE - AKRON LODGE #7**

CITY OF AKRON, OHIO  
PERSONNEL DEPARTMENT

ORDINANCE NO. 383-2012  
EFFECTIVE DATE: 1/4/2015

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	24.23	969.20	4,199.87	50,398.40
	4	25.46	1,018.40	4,413.07	52,956.80
	5	26.84	1,073.60	4,652.27	55,827.20
	6	28.30	1,132.00	4,905.33	58,864.00
81	4	29.48	1,179.20	5,109.87	61,318.40
	5	31.01	1,240.40	5,375.07	64,500.80
	6	32.81	1,312.40	5,687.07	68,244.80
82	4	34.18	1,367.20	5,924.53	71,094.40
	5	36.02	1,440.80	6,243.47	74,921.60
	6	38.12	1,524.80	6,607.47	79,289.60
83	4	39.64	1,585.60	6,870.93	82,451.20
	5	41.72	1,668.80	7,231.47	86,777.60
	6	44.25	1,770.00	7,670.00	92,040.00
84	4	45.97	1,838.80	7,968.13	95,617.60
	5	48.42	1,936.80	8,392.80	100,713.60
	6	51.34	2,053.60	8,898.93	106,787.20
85	4	53.34	2,133.60	9,245.60	110,947.20
	5	56.18	2,247.20	9,737.87	116,854.40
	6	59.59	2,383.60	10,328.93	123,947.20

# Budget and Finance

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Offered by MAYOR

ORDINANCE NO. 530 -1986 amending and/or supplementing Title 3, Section 35.05, subtitled "Overtime," of the Code of Ordinances of the City of Akron, Ohio, 1985, so as to provide for the uniform administration of overtime and compensatory time in both the Police and Fire Divisions; and declaring an emergency. *✓ ok*

BE IT ENACTED by the Council of The City of Akron:

Section 1. That it hereby amends and/or supplements Title 3, Section 35.05, subtitled "Overtime," of the Code of Ordinances of the City of Akron, Ohio, 1985, to read as follows:

"35.05 OVERTIME.

"(A) For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"(1) 'COMPENSATORY TIME OFF.' The allowance of time off at the convenience of the service in an amount of time equal to the number of hours required for an employee to work at his regular hourly rate to earn the monetary compensation to which he would otherwise be entitled under the provisions of this section.

"(2) 'ELIGIBLE EMPLOYEES.' All full-time permanent salaried employees of the city, except those in the unclassified service; employees in classifications allocated to management pay ranges M1 through M8; and employees allocated to police and fire pay ranges 83, 84, and 85.

"(3) 'OVERTIME COMPENSATION.' One and one-half times the hourly compensation rate established for the pay range, provided that the term 'OVERTIME COMPENSATION' shall be construed to mean compensatory time off when an employee's department or division has been notified by the Finance Director that monetary compensation for overtime work must be discontinued due to fiscal or budgetary deficiencies. Absent a letter from the Finance Director, overtime compensation may be granted in the form of compensatory time off when an employee requests in writing to be granted the same in lieu of monetary compensation for overtime work.

"(4) 'OVERTIME WORK.' Hours or fractions thereof which are worked by an employee in excess of his normal tour of duty, in emergency situations, when such work is necessary to prevent loss of life, damage to property, or discontinuance of public service.

"(5) 'TOUR OF DUTY.' The normal working time required for an employee to perform his regularly assigned duties, as the same have been established by the appropriate administrative official in order to meet the various needs and requirements of the different departments and divisions.

"(B) All eligible employees of the city shall receive overtime compensation for overtime work performed for the city. However, there shall be no compensation for overtime work in any form or

manner except on the advance authorization of the appropriate department head or such person as may be designated by such department head to grant such authorization.

"(C) The Mayor is authorized to adopt and enforce such administrative rules and regulations as are necessary and proper to carry out the provisions and intent of this section.

"(D) All authorized overtime worked on or after July 1, 1975, shall be reported to the Finance Department and preserved there as a part of payroll records. On the death, retirement, or resignation of an employee, such accrued authorized overtime shall be paid to the employee or his estate, regardless of whether or not such overtime qualifies as emergency overtime within the meaning of this section."

Section 2. That this ordinance is hereby declared to be an emergency measure for the reason that said increase should become effective at the earliest possible moment so as to maintain the conditions of employment with the City of Akron on a parity and competitive with similar employment in other public agencies and/or private enterprise, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed July 28, 1986

Edward Davis  
Clerk of Council

Ann Phyllis  
President of Council

Approved July 31, 1986

Ado.

Thomas Sawyer  
MAYOR

- Council
- 3 Personnel (Winters)
- " Bingham
- " O'Brien
- " Giacinto
- " Lidey
- " Jent
- " Asst
- Chief Harris
- " Barnes

# Budget and Finance

Offered by: CONTI

ORDINANCE NO. 804 -2000 amending and/or supplementing Title 3, Chapter 35, Section 35.12 "Clothing Allowance for Police **Officers**" of the Code of Ordinances of the City of Akron, Ohio 1985 to provide for an increase in clothing allowance for bargaining unit members of the Fraternal Order of Police, Akron Lodge #7; and declaring an emergency.

BE IT ENACTED by the Council of the City of Akron:

Section 1. That Title 3, Chapter 35, Section 35.12 "Clothing Allowance for Police Officers" of the Code of Ordinances of the City of Akron, Ohio 1985, be and is hereby amended and/or supplemented to provide an increase in clothing allowance for those bargaining unit members in the Fraternal Order of Police, Akron Lodge #7 as follows:

The City of Akron shall provide to sworn members of the Police Division, Department of Public Safety, such required items of equipment and uniforms, or a corresponding clothing allowance, necessary to the performance of their duties in accordance with the following:

- A. Beginning January 1, 198 1, all sworn police officers required to wear a uniform in the performance of their duty shall receive such items of equipment and uniforms as may from time to time be required by the Police Division as necessary to the performance of their duty, and, in addition thereto, such officers shall receive, upon the approval of the Chief or a Deputy Chief of Police, necessary replacements for items of equipment and uniforms which have become worn or damaged as a result of use in the performance of duty.
- B. Effective January 1, 2000, all sworn officers required to wear civilian clothes in the performance of their duty, shall receive an annual clothing allowance of not more than One Thousand ONE HUNDRED SEVENTY-FIVE Dollars (\$1,175.00) per year.
  - 1. Effective January 1, 2001, the annual clothing allowance shall be increased to a maximum of ONE THOUSAND FIVE HUNDRED AND FIFTY Dollars (\$1,550.00) per year.

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the Police Division as necessary to the performance of said officer's duty; however, all title and ownership to said uniforms and equipment shall be vested in and remain with the City of Akron until such time as the officer receiving such property has **successfully** passed and completed his or her probationary period of employment as determined by the Chief of the Police Division.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, **safety** and welfare for the reason that this ordinance should become effective at the earliest moment so as to maintain parity among employee bargaining units in the City of Akron, and provided this ordinance receives the **affirmative** vote of two thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed December 18, 2000

Vincent Ciraco  
Clerk of Council

Marie A. Linnell  
President of Council

Law Relations  
Police Chief  
TOP  
Paramedics  
Bike Patrol

Adv.  
file  
Mayor  
Akron U LAW  
Library  
Akron LAW  
Library

Approved December 26, 2000

[Signature]  
MAYOR

Requested by the Mayor

# Budget and Finance

Offered by: CONTI

ORDINANCE NO. 802 amending and/or supplementing Title 3, Chapter 35, Section 3 5.15 "Paid Leave Program for Sworn Personnel of Police Division With More Than Five Years Service" to reflect recent agreements in contract negotiations with the Fraternal Order of Police (FOP); and declaring an emergency.

BE IT ENACTED by the Council of the City of Akron, that:

Section 1. That Title 3 "Administration", Chapter 35 "Employment Policies", Section 3 5.15 "Paid Leave Program For Sworn Personnel of Police Division With More Than Five Years Service" of the Code of Ordinances of the City of Akron, 1985 be and is hereby amended and/or supplemented to read as follows:

§35.15 PAID LEAVE PROGRAM FOR SWORN PERSONNEL OF POLICE DIVISION WITH MORE THAN FIVE YEARS SERVICE.

(A) For the purpose of §§35.15 and 35.16 the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"ANNUAL LEAVE BANK." The total number of unused annual leave hours an employee has earned in accordance with this section and chooses not to use during the calendar year.

"FROZEN PAID LEAVE." Those unused paid leave hours accumulated in accordance with §3 5.15 and 3 5.16 and accumulated up to the employee's inclusion into the sick leave program.

"FROZEN SICK LEAVE." Those unused sick leave hours accumulated in accordance with §35.03, and accumulated up to the employee's inclusion into the paid leave program.

"PAID LEAVE ACCUMULATION." The total number of unused paid leave hours, not frozen, an employee has earned in accordance with this section and 535.16.

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**"TERMINAL LEAVE."** The amount of annual leave an employee accumulates during the calendar year which determines the amount of annual leave an employee is entitled to in the following calendar year.

**(B)** All permanent full-time sworn personnel of the Police Division with more than five years of service shall be included in this paid leave program.

(1) Beginning January 1, 2000, all permanent full-time sworn personnel of the Police Division with five years or more of service shall, for each completed week for which they have received pay from the city or for each week for which they have received weekly benefits from the Bureau of Workers' Compensation, be entitled to a weekly accumulation of paid leave hours, based on years of completed service, as follows:

Years of Completed Service	Rate of Accumulation (Hours Per Week)
5 years, but less than 10 years	4.42
10 years, but less than 15 years	5.02
15 years, but less than 20 years	5.85
20 years and over	6.68

Beginning January 1, 2002, the rate of accumulation shall be increased to reflect the following:

Years of Completed Service	Rate of Accumulation (Hours Per Week)
5 years, but less than 10 years	4.51
10 years, but less than 15 years	5.12
15 years, but less than 20 years	5.97
20 years and over	6.81

**BEGINNING JANUARY 1, 2003, THE RATE OF ACCUMULATION SHALL BE INCREASED TO REFLECT THE FOLLOWING:**

YEARS OF COMPLETED SERVICE	RATE OF ACCUMULATION (HOURS PER WEEK)
5 YEARS, BUT LESS THAN 10 YEARS	4.60
10 YEARS, BUT LESS THAN 15 YEARS	5.22

**15 YEARS, BUT LESS THAN 20 YEARS**  
**20 YEARS AND OVER**

6.09  
6.95

(2) An employee shall, in accordance with the other provisions of this program, be required to use a minimum of 80 hours of paid leave per year provided that he has completed at least five years of service on January 1 of that calendar year.

(3) Effective January 1, 1982, those employees with more than 12 years of service, and in accordance with other provisions of this program, will be required to use a minimum of 120 hours of paid leave per year provided that he has completed 12 years of service on January 1, of that calendar year.

(4) If an employee fails to use the minimum number of paid leave hours during any calendar year, the actual remaining number of unused hours required for usage in that year, not to exceed the stated minimums, shall be deducted from such employee's paid leave accumulation, without further accumulation or carryover of the unused hours with respect to such employee.

(C) As of January 1, 1978, all vacation time to which an employee would otherwise be entitled pursuant to **\$35.01**, shall be converted to paid leave hours.

(1) During each calendar year an employee shall be entitled to a maximum number of paid leave hours for vacation use, based on years of completed service, as follows:

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Years of Completed Service	Maximum Paid Leave Hours for Vacation
More than five but less than six years	80
More than six years	120
More than 12 years	160
More than 20 years	200

(2) Accumulated paid leave hours for vacation usage in excess of the above stated maximums may be granted at the discretion of management.

(3) Vacation shall be taken only as scheduled and approved by the division head, who shall compose during the first quarter of each

year, a vacation schedule, which schedule shall be accommodated as far as possible to the convenience of the employees, but which shall assure the continuity of the division work throughout the year. Division heads shall schedule their own vacation periods only as approved by the heads of their respective departments. Not more than three consecutive weeks (120 hours) of paid leave vacation shall be taken by an employee without the approval of the department head.

(D) An employee may use paid leave hours for any purpose provided the absences are properly reported to the employee's superior in accordance with existing report off procedures. Absences for which paid leave hours are paid and which have been arranged and approved by management at least 24 hours or the work day prior to the absence shall not be counted against the employee's work record.

(E) Paid leave will be paid in 1/10 hour increments.

(F) (1) When the employee is requesting payment from paid leave hours due to illness, injury, or a death, the responsible appointing administrative officer of the city may require the employee to furnish a satisfactory affidavit to the effect that his absence was caused by illness, injury, or a death.

(2) In any event, when such absence is for more than two days, the employee concerned, in order to receive compensation, must file with his request for paid leave due to sickness or injury, a certificate from a registered physician stating that such employee was unable through the whole of such absence to perform his duties or submit other satisfactory proof of illness or injury.

(G) As of January 1, 1978, all sick leave hours which have been accumulated in accordance with §§35.03 and 35.04, shall be frozen and further accumulation of sick leave hours pursuant to the sections shall cease.

(1) An employee shall not use the **frozen** sick leave hours until all accumulated paid leave hours have been exhausted. At such time as all paid leave hours have been exhausted and it becomes necessary to use frozen sick leave hours, usage of those hours shall be governed by §§3 5.03 and 3 5.04, as from time to time amended.

(2) An employee who has completed 25 years of service, may use his frozen sick leave in lieu of paid leave hours for an illness or

off-the-job injury. Payment of sick leave shall be governed by **§§35.03** and 35.04, as **from** time to time amended.

(3) If an employee, due to illness or off-the-job injury has received a disability retirement, approved by the Police and Fire Pension Board, he may use sick leave in lieu of paid leave for such illness or injury. Payment shall be governed by **§§35.03** and 35.04, as from time to time amended.

(4) Frozen sick leave hours remaining at the time of retirement or death shall be paid in accordance with **§§35.03** and 35.04, as **from** time to time amended.

**(H)** All permanent full-time employees separated from employment with the city, regardless of the reason, shall receive termination pay based on the balance of remaining accumulated paid leave hours at the time of termination.

(1) In the event that an employee of the city dies, his estate shall be entitled to a payout based on such employee's remaining accumulated paid leave hours as of the date of his death.

(2) Employees previously covered under the paid leave program who return to city service may have his paid leave hours restored, provided the employee reimburses the city in the amount of termination paid at the time such employee left city service.

~~(3) An employee who is discharged or resigns due to pleading guilty to a felony, or being found guilty of a felony, or being convicted of a felony, shall forfeit payment of all paid leave hours remaining in the individual's paid leave bank at the time of discharge or resignation.~~

**EFFECTIVE JANUARY 1, 2001, ALL FORFEITED HOURS WILL BE PLACED IN THE FRATERNAL ORDER OF POLICE SICK LEAVE TIME BANK.**

(I) (1) During November, each sworn officer with five or more years of service, as of December 1 of that year, will receive longevity pay in an amount equal to the appropriate hourly rate for such sworn officer as of October 1, of that calendar year times 5% of such sworn officer's accumulated paid leave hours as of October 1. A sworn officer's accumulation of paid leave hours shall be reduced by the amount of paid leave hours which are used in the computation of such sworn officer's longevity pay. This method of longevity pay shall be

known as Longevity Program I.

(2) (a) Effective in 1988, an optional method of longevity pay was established, known as Longevity Program II, whereby the longevity pay is based upon the years of service accumulated prior to December 1 of the year in which said longevity pay is to be paid. The longevity pay shall be paid in November and **shall** be based on a percentage of the base maximum annual salary rate of the classification of "Patrolman". Effective in **2000**, the longevity pay shall be payable as follows:

Years of Service	Longevity Payment
20	2.9%
21	3.0%
22	3.1%
23	3.2%
24	3.3%
25	3.4%
26	3.5%
27	3.6%
28	3.7%
29	3.8%
30 and over	3.9%

Effective in the year 2002, the longevity pay shall be payable as follows:

YEARS OF SERVICE	LONGEVITY PAYMENT
20	3.0%
21	3.1%
22	3.2%
23	3.3%
24	3.4%
25	3.5%
26	3.6%
27	3.7%
28	3.8%
29	3.9%
30 AND OVER	4.0%

**EFFECTIVE IN THE YEAR 2003, THE LONGEVITY PAY SHALL BE PAYABLE AS FOLLOWS:**

YEARS OF SERVICE	LONGEVITY PAYMENT
20	3.1%
21	3.2%
22	3.3%
23	3.4%
24	3.5%
25	3.6%
26	3.7%
27	3.8%
28	3.9%
29	4.0%
30 AND OVER	4.1%

(3) Longevity Program II is only available to those sworn officers who have completed at least 20 years of service as of December 1 of each calendar year. An officer choosing Program II must do so by October 1 of each calendar year. If the officer chooses Program II, he shall remain in this program until he leaves the employment of the city.

(a) An officer not exercising his option to enter into Longevity Program II shall remain in Longevity Program I.

(B) The Chief and Deputy Chiefs within the Akron Fire Department shall be eligible to participate in the Longevity II Program. They shall be governed by the same rules as those that apply to members of the Police Department, except that the longevity pay shall be based on a percentage of the base maximum annual salary rate of the classification of "Fire/Medic."

(4) (a) A sworn officer choosing Longevity Program II will have no yearly payout of 5% from the officer's paid leave bank, as provided for in Longevity Program I, nor any automatic 5% reduction in paid leave hours per year. However, based on his years of service and rank in the Akron Police Division, effective January 1, 2000 his weekly paid leave hours accumulation shall be adjusted from the normal 6.68 hours per week to reflect the following:

<del>Years</del>	<del>Patrolman</del>	<del>Sgt.</del>	<del>Lt.</del>
<del>of Service</del>	<del>Hrs./Wk.</del>	<del>Hrs./Wk.</del>	<del>Hrs./Wk.</del>
<del>20</del>	<del>5.38</del>	<del>5.55</del>	<del>5.67</del>
<del>21</del>	<del>5.34</del>	<del>5.51</del>	<del>5.64</del>
<del>22</del>	<del>5.30</del>	<del>5.46</del>	<del>5.61</del>

<del>23</del>	<del>5.26</del>	<del>5.42</del>	<del>5.58</del>
<del>24</del>	<del>5.21</del>	<del>5.39</del>	<del>5.55</del>
<del>25</del>	<del>5.17</del>	<del>5.35</del>	<del>5.52</del>
<del>26</del>	<del>5.12</del>	<del>5.32</del>	<del>5.47</del>
<del>27</del>	<del>5.08</del>	<del>5.28</del>	<del>5.44</del>
<del>28</del>	<del>5.04</del>	<del>5.25</del>	<del>5.41</del>
<del>29</del>	<del>5.00</del>	<del>5.21</del>	<del>5.38</del>
<del>30 and over</del>	<del>4.95</del>	<del>5.17</del>	<del>5.35</del>

<del>Years</del>	<del>Captain</del>	<del>Deputy Chiefs</del>	<del>Chief</del>
<del>of Service</del>	<del>Hrs./Wk.</del>	<del>Hrs./Wk.</del>	<del>Hrs./Wk.</del>
<del>20</del>	<del>5.70</del>	<del>5.89</del>	<del>5.97</del>
<del>21</del>	<del>5.75</del>	<del>5.97</del>	<del>5.95</del>
<del>22</del>	<del>5.73</del>	<del>5.92</del>	<del>5.93</del>
<del>23</del>	<del>5.70</del>	<del>5.91</del>	<del>5.91</del>
<del>24</del>	<del>5.67</del>	<del>5.79</del>	<del>5.89</del>
<del>25</del>	<del>5.65</del>	<del>5.77</del>	<del>5.87</del>
<del>26</del>	<del>5.62</del>	<del>5.71</del>	<del>5.85</del>
<del>27</del>	<del>5.60</del>	<del>5.71</del>	<del>5.82</del>
<del>28</del>	<del>5.57</del>	<del>5.60</del>	<del>5.80</del>
<del>29</del>	<del>5.55</del>	<del>5.67</del>	<del>5.78</del>
<del>30 and over</del>	<del>5.52</del>	<del>5.65</del>	<del>5.75</del>

(b) ~~Effective January 1, 2000 the weekly paid leave hours accumulation shall be adjusted from 6.68 hours per week to reflect the following:~~

<del>Years</del>	<del>Patrilmn.</del>	<del>Sergeant</del>	<del>Lieut.</del>	<del>Captain</del>	<del>Major</del>	<del>Chief</del>
<del>Of service</del>	<del>Hrdwk.</del>	<del>Hrdwk.</del>	<del>Hrs./wk.</del>	<del>Hrdwk.</del>	<del>(Police/fire)</del>	<del>(Police/fire)</del>
	<del>Hrdwk.</del>	<del>Hrdwk.</del>	<del>Hrs./wk.</del>	<del>Hrdwk.</del>	<del>Hrdwk.</del>	<del>Hrs./wk.</del>
<del>20</del>	<del>5.52</del>	<del>5.68</del>	<del>5.82</del>	<del>5.94</del>	<del>6.04</del>	<del>6.13</del>
<del>21</del>	<del>5.48</del>	<del>5.65</del>	<del>5.79</del>	<del>5.91</del>	<del>6.02</del>	<del>6.11</del>
<del>22</del>	<del>5.44</del>	<del>5.61</del>	<del>5.76</del>	<del>5.89</del>	<del>6.00</del>	<del>6.09</del>
<del>23</del>	<del>5.40</del>	<del>5.58</del>	<del>5.73</del>	<del>5.86</del>	<del>5.97</del>	<del>6.07</del>
<del>24</del>	<del>5.36</del>	<del>5.54</del>	<del>5.70</del>	<del>5.84</del>	<del>5.95</del>	<del>6.05</del>
<del>25</del>	<del>5.32</del>	<del>5.51</del>	<del>5.67</del>	<del>5.81</del>	<del>5.93</del>	<del>6.03</del>
<del>26</del>	<del>5.28</del>	<del>5.47</del>	<del>5.64</del>	<del>5.78</del>	<del>5.91</del>	<del>6.02</del>
<del>27</del>	<del>5.24</del>	<del>5.44</del>	<del>5.61</del>	<del>5.76</del>	<del>5.89</del>	<del>6.00</del>
<del>28</del>	<del>5.20</del>	<del>5.40</del>	<del>5.58</del>	<del>5.73</del>	<del>5.86</del>	<del>5.98</del>
<del>29</del>	<del>5.16</del>	<del>5.37</del>	<del>5.55</del>	<del>5.71</del>	<del>5.84</del>	<del>5.96</del>
<del>30 and over</del>	<del>5.12</del>	<del>5.34</del>	<del>5.52</del>	<del>5.68</del>	<del>5.82</del>	<del>5.94</del>

(B) EFFECTIVE JANUARY 1, 2002 THE WEEKLY

**PAID LEAVE HOURS ACCUMULATION SHALL BE ADJUSTED FROM 6.81 HOURS PER WEEK TO REFLECT THE FOLLOWING:**

Years Of service	Patrlmn.	Sergeant	Lieut.	Captain	Major (Police/fire)	Chief (Police/fire)
	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.
20	5.61	5.78	5.92	6.04	6.15	6.24
21	5.57	5.74	5.89	6.02	6.13	6.23
22	5.53	5.71	5.86	5.99	6.10	6.21
23	5.49	5.67	5.83	5.97	6.08	6.19
24	5.45	5.64	5.80	5.94	6.06	6.17
25	5.41	5.60	5.77	5.91	6.04	6.15
26	5.37	5.57	5.74	5.89	6.02	6.13
27	5.33	5.53	5.71	5.86	5.99	6.11
28	5.29	5.50	5.68	5.84	5.97	6.09
29	5.25	5.47	5.65	5.81	5.95	6.07
30 and over	5.21	5.43	5.62	5.79	5.93	6.06

**(C) EFFECTIVE JANUARY 1, 2003 THE WEEKLY PAID LEAVE HOURS ACCUMULATION SHALL BE ADJUSTED FROM 6.95 HOURS PER WEEK TO REFLECT THE FOLLOWING:**

Years Of service	Patrlmn.	Sergeant	Lieut.	Captain	Major (Police/fire)	Chief (Police/fire)
	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.	Hrs./wk.
20	5.71	5.88	6.03	6.16	6.27	6.37
21	5.67	5.84	6.00	6.13	6.24	6.35
22	5.63	5.81	5.97	6.11	6.22	6.33
23	5.59	5.78	5.94	6.08	6.20	6.31
24	5.55	5.73	5.91	6.05	6.18	6.29
25	5.51	5.71	5.88	6.03	6.16	6.27
26	5.47	5.67	5.85	6.00	6.13	6.25
27	5.43	5.64	5.82	5.98	6.11	6.23
28	5.39	5.61	5.79	5.95	6.09	6.21
29	5.35	5.57	5.76	5.93	6.07	6.20
30 and over	5.31	5.54	5.73	5.90	6.05	6.18

**(J) Probationary employees shall not be entitled to accumulated paid leave hours during the first 90 days of the probationary period. An employee, after completing the first 90 days of the probationary period, will receive paid leave hours retroactive to**

the date of employment.

**(K)** (1) An employee not covered by the paid leave program who is subsequently transferred into a classification covered by the paid leave program will not become eligible for the accumulation of paid leave hours until January 1 of the year following the date of transfer. During the interim period such employee, when previously covered by same, will continue to be covered by §§35.01, 35.03, 35.04, and 35.06, as from time to time amended. The conversion to the paid leave program, with respect to such employees, shall be handled in the same manner and respect as was the initial conversion of employees to the paid leave program of January 1, 1978.

(2) Employees covered under this paid leave program who subsequently transfer into a classification which is not covered under the paid leave program will continue to be covered under the paid leave program until January 1 of the year following the date of transfer. On January 1 of the year following the date of transfer, the transferred employee shall, where applicable, be covered under §§35.01, 35.03, 35.04, and 35.06, as from time to time amended; and further, with respect to §35.01, such employee's accumulated paid leave hours shall be reduced by the amount of vacation hours to which such employee will then become entitled pursuant to §35.01. The remaining balance of accumulated paid leave hours may be used by the employee, with prior approval of management, or such hours may be held for payout to be made at the time of such employee's death or termination of city employment as heretofore provided.

**(L)** Payment with respect to all paid leave hours shall be made at the employee's regular rate of pay for the classification to which the employee is permanently assigned at the time of actual usage or payout.

**(M)** The administration may develop reasonable rules and regulations, not in conflict with this section, governing the usage of paid leave hours so as to provide for the efficient operation of city services.

Section 2. This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of this City and for the reason that the Akron Code should immediately reflect agreements made with the FOP, and provided this ordinance receives the **affirmative** vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed: December 18, 2000

Vincent Ciraco  
Clerk of Council

Mark A. Lomill  
President of Council

Approved: December 16, 2000

ADW

file  
main  
Akron U & P  
Library  
Akron Law  
Library

Legal Relations  
Police Chief  
Personnel  
City Clerk

[Signature]  
Mayor

Offered by THE MAYOR

ORDINANCE NO. 662 -1979 amending and/or supplementing Sections 238.03 and 238.04 of The Codified Ordinances of The City of Akron, Ohio, 1975, relating to sick leave benefits, by providing for the equalization and combining of benefits for permanent full-time employees; and declaring an emergency.

BE IT ENACTED by the Council of The City of Akron, Ohio:

Section 1. That Sections 238.03 and 238.04 of the Codified Ordinances of The City of Akron, Ohio, 1975, be amended and/or supplemented to read as follows:

**"238.03 SICK LEAVE FOR PERMANENT FULL-TIME EMPLOYEES**

"(a) In addition to vacation leaves, all permanent, full-time employees of the City who have completed ninety days of service shall be entitled, for each completed month of service, to sick leave of one and one-fourth workdays with pay. Employees may use sick leave, upon approval of the responsible appointing administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness, or death in the employee's immediate family, and to preventive treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of, alcohol or drugs. No sick leave shall be granted when sickness is caused by intoxication. Unused sick leave shall be cumulative up to 120 workdays unless more than 120 days are approved by the responsible appointing administrative officer of the employing unit or authorized by other provisions of this chapter. The previously accumulated sick leave of an employee who has been separated from the service with The City of Akron may be placed to his credit upon his reemployment with the City. In the event a permanent employee of the City retires and is qualified to receive and is granted either a disability or a normal retirement pension under the Public Employees Retirement System, the Police Relief and Pension Fund, or the Firemen's Relief and Pension Fund, such permanent employee shall receive pay for his unused accumulated sick leave in an amount not to exceed 120 workdays, unless authorized by other provisions of this chapter, upon his separation from the active payroll. The responsible appointing administrative officer of the City may require the employee to furnish a satisfactory affidavit to the effect that his absence was caused by illness due to any of the foregoing causes.

"(b) In order to receive compensation while absent on sick leave, each employee shall make written application for leave of absence and take steps to notify his immediate superior of his illness, as may be specified by the department head. When such absence is for more than two days, the employee concerned, in order to receive compensation, must file with his request for sick leave a certificate from a registered physician stating that such employee was unable during the whole of such absence to perform his duties, or submit other satisfactory proof of such illness. Unexcused absences because of alleged illness in excess of two days shall be charged against the annual vacation allowance.

"(c) In the event a permanent full-time employee of the City dies, his estate shall be credited with such unused sick leave cumulative up to 120 workdays and his estate shall be paid for any unused sick leave as of the date of his death.

"(d) In computing the pay for any employee who has lost time or service by reason of illness as provided for in this section, such computation shall be based on a day being eight hours, and a week being five days, except that if the employee, during such absence, was regularly scheduled to work in excess of five days per week, then the week shall be the number of days such employee was regularly scheduled to work during such absence. No days lost by sick leave and paid for shall be computed in determining the weekly earnings so as to effect premium pay.

"(e) Beginning January 1, 1978, Subsections (a) through (d) of this Section 238.03 shall apply to all permanent full-time employees of the City except sworn personnel of the Police Division and all management and non-bargaining unit employees in the classified service.

"(f) Members included in the Akron Fire Fighter's Association Local 330 attaining 120 days of sick leave under section (a) of this Ordinance prior to September 30, 1978, or any succeeding calendar quarter (December 31, March 31, June 30, September 30) shall accrue one (1) additional day of sick leave at the end of such quarter provided that the employee has at least 120 days of sick leave at the end of such quarter. All accumulated unused sick benefits will be paid in cash upon retirement, death, or disability retirement as defined by the Firemen's Relief and Pension Fund."

"Section 238.04 COMPENSATION FOR INJURED OR INCAPACITATED EMPLOYEES

"Permanent full-time employees who are injured or incapacitated in the actual discharge of duty, and who, as a result thereof, are compelled to be absent from duty, shall, upon recommendation of a certified physician and the head of the department, receive full pay for such time as may be equitable. However, a deduction may be made to the extent of any sums they may receive from any compensation fund to which the State, County or City contributes."

Section 2. That this ordinance is hereby declared to be an emergency measure for the reason that its provisions must become effective at the earliest possible date in order to equalize and combine the benefits for permanent full-time employees, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed: July 2, 1979  
Edward Davis, Clerk of Council  
Ray Kopper, President of Council  
Approved: July 3, 1979  
John S. Ball, Mayor

# Budget and Finance

RECEIVED  
CLERK OF COUNCIL  
CITY OF AKRON

SM

Offered by MAYOR PLUSQUELLIC

APR 11 2011 PM 1:48

ORDINANCE NO. 11-201 providing for adjustments in employee compensation for the uniformed members of the Division of Police; amending and/or supplementing Title 3, Chapter 35, section 35.02 "Working Hours"; and approving changes in medical benefits and fitness allowances for members of the Fraternal Order of Police, Akron Lodge #7; and declaring an emergency.

WHEREAS, on January 3, 2011, Conciliator Margaret Nancy Johnson issued her findings, opinions and order in Case No. 09-MED-10-1137 between the City of Akron and the Fraternal Order of Police, Akron Lodge #7; and

WHEREAS, issuance of the award constitutes a binding mandate upon the City of Akron to promptly adopt conforming legislation.

NOW, THEREFORE, BE IT ENACTED by the Council of the City of Akron:

Section 1. That compensation for uniformed members of the Police Division be increased as follows:

<u>DATE</u>	<u>PERCENTAGE OF INCREASE</u>
April 3, 2011	1.5%
January 1, 2012	2.0%
July 1, 2012	1.0%

Section 2. Approving changes in prescription co-pays and establishing monthly premiums for members of the Fraternal Order of Police, Akron Lodge #7, and amending and/or supplementing Section 3 of Ordinance No. 377-2007 to read as follows:

A. Hospitalization Insurance, as heretofore authorized, for active permanent full-time City employees and their dependents (including children of divorced employees), retired employees and spouses of deceased active permanent full-time employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouse of deceased retired employees who have retired since April 1, 1972, and their dependents (including children of divorced retirees), and for surviving spouses of active or retired police officers who died or retired prior to April 2, 1972, and their dependents (including children of said police officers who were divorced), provided the surviving spouse and/or dependents were enrolled in the insurance plan on a self-pay basis April 30, 1981.

B. Surgical and medical benefits, as heretofore authorized, for active permanent and full-time City employees, retired employees, and their dependents (including children of divorced employees or retirees),

and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees), and effective May 1, 1981, for surviving spouses of active or retired police officers who died or retired prior to April 2, 1972, and their dependents (including children of said police officers who were divorced), provided the surviving spouse and/or dependents were enrolled in the insurance plan on a self-pay basis April 30, 1981.

1. Coverage for outpatient treatment for mental and nervous disorders shall be covered at eighty percent (80%) of the reasonable and customary charge per visit for a maximum of 12 visits per policy year.

2. For those active employees and dependents (including children of divorced employees) within the Fraternal Order of Police, Akron Lodge #7, bargaining unit, the surgical fee schedule shall be an \$1.00 conversion factor.

3. For those active employees and dependents (including children of divorced employees) within the Fraternal Order of Police, Akron Lodge #7, bargaining unit, an in-hospital doctors' visits schedule of \$30.00 for the first day of confinement and \$25.00 for the next 119 days of confinement, not to exceed \$3,005.00 per confinement.

C. Out-patient, laboratory and X-Ray insurance, as heretofore authorized, as follows:

1. In the amount of \$750.00 for employees within the Fraternal Order of Police, Akron Lodge #7, bargaining unit and their dependents (including children of divorced employees). For those employees and dependents (including children of divorced employees) within the Fraternal Order of Police Akron Lodge #7, bargaining unit, Pap smears shall be an eligible expense.

2. In the amount of \$750.00 for retired employees and their dependents (including children of divorced retirees), and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees), and for surviving spouses of active or retired police officers who died or retired prior to April 2, 1972, and their dependents (including children of said police officers who are divorced), provided the surviving spouse and/or dependents were enrolled in the insurance plan on a self-pay basis April 30, 1981.

3. In the amount of \$100.00 maximum per year for routine physicals to cover active bargaining unit members and their dependents.

D. Major medical benefits, as heretofore authorized, for active permanent full-time City employees and retirees, as follows:

1. The lifetime limitation for bargaining unit members shall be \$3,000,000.00. Inoculations shall be an eligible expense. The major medical deductibles for bargaining unit members shall be \$100.00 per individual and \$200.00 per family.

(a) Radial keratotomy shall be included as a covered major medical expense with a maximum limitation of \$3,000.00 for bargaining unit members only, this shall include pre-operation evaluation.

(i) For bargaining unit members only, all other refractive surgery that is approved by the food and drug administration, shall be included as a covered major medical expense, with a maximum limitation of \$3,000.00. This shall include pre-operation evaluation.

(ii) Lifetime coverage is limited to one (1) refractive surgery per eye.

2. A \$1,500,000.00 life-time limitation for retired employees and their dependents (including children of divorced retirees), and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees), and effective May 1, 1981, for surviving spouses of active or retired police officers who have died or retired prior to April 2, 1972, and their dependents (including children of said police officers who were divorced), provided the surviving spouse and/or dependents were enrolled in the insurance plan on a self-pay basis April 30, 1981, having deductible features of \$100.00 per individual and \$200.00 per family.

**E. EFFECTIVE JANUARY 1, 2012, BARGAINING UNIT MEMBERS OF THE FRATERNAL ORDER OF POLICE, AKRON LODGE #7, WILL BE REQUIRED TO PAY MONTHLY MEDICAL PREMIUMS IN THE AMOUNT OF \$20.00 PER MONTH FOR INDIVIDUAL COVERAGE AND \$40.00 PER MONTH FOR FAMILY COVERAGE.**

**E.F. Life insurance for active permanent full-time employees and retirees as follows:**

1. For active employees in the Fraternal Order of Police, Akron Lodge #7, bargaining unit, in the amount of \$50,000.00 and \$50,000.00 accidental death and dismemberment per covered individual.

2. For bargaining unit members of the Fraternal Order of Police, Akron Lodge #7, who retired:

- (a). Prior to April 1, 1979, \$2,000.00.
  - (b). On or after April 1, 1979, and whose death occurs after May 13, 1980, \$4,000.00, otherwise, \$2,000.00.
  - (c). On or after April 1, 1981, and prior to January 1, 1982, \$8,000.00 for first 12 months after retirement, thereafter \$6,000.00
  - (d). On or after January 1, 1982, \$12,000.00 for first 12 months after retirement, thereafter \$6,000.00
  - (e). On or after April 1, 1983, \$13,000.00 for first 12 months after retirement, thereafter \$6,500.00.
  - (f). On or about April 1, 1984, \$15,000.00 for first 12 months after retirement, thereafter \$7,500.00.
- 
- (g). On or after April 1, 1987, \$17,000.00 for the first 12 months after retirement, thereafter \$8,500.00.
  - (h). On or after April 1, 1988, \$19,000.00 for the first 12 months after retirement, thereafter \$9,500.00.
  - (i). On or about January 1, 1990, \$22,000.00 for the first 12 months after retirement, thereafter \$11,000.00.
  - (j). On or about December 31, 1990, \$25,000.00 for the first 12 months after retirement, thereafter \$12,350.00.
  - (k). On or after January 1, 1992, \$27,000.00 for the first 12 months after retirement, thereafter \$13,500.00.

- (l) On or after January 1, 1993, \$29,000.00 for the first 12 months after retirement, thereafter \$14,500.00.
- (m) On or after January 1, 1994, \$32,000.00 for the first 12 months after retirement, thereafter, \$16,000.00
- (n) On or after January 1, 1995, \$34,000.00 for the first 12 months after retirement, thereafter \$17,000.00.
- (o) On or about January 1, 1996, \$36,000.00 for the first 12 months after retirement, thereafter \$18,000.00.
- (p) On or after January 1, 1997, \$40,000.00 for the first 12 months after retirement, there after \$20,000.00.
- (q) On or after January 1, 1998, \$43,000.00 for the first 12 months after retirement, there after \$21,500.00.
- (r) On or after January 1, 1999, \$46,000.00 for the first 12 months after retirement, there after \$23,000.00.
- (s) On or after January 1, 2000, \$50,000.00 for the first 12 months after retirement, thereafter \$25,000.00

**F.G.** A prescription plan with a deductible feature as follows:

- |      |                          |        |
|------|--------------------------|--------|
| (a). | Brand name prescriptions | \$8.00 |
| (b). | Generic prescriptions    | \$4.00 |
- 

2. For those drugs purchased through mail order, the deductible shall be as follows:

- |      |                          |        |
|------|--------------------------|--------|
| (a). | Brand name prescriptions | \$4.00 |
| (b). | Generic prescriptions    | \$2.00 |

3. Effective January 1, 2008, the prescription plan will be modified as follows:

- (a) Prescriptions refilled at a participating retail pharmacy are subject to the following co-payment structure:
  - (i) Generic prescription (per prescription) \$4.00
  - (ii) Formulary (preferred)

	drug) brand name prescription (per prescription)	\$8.00
(iii)	Non-formulary (non- preferred drug) brand name prescription (per prescription)	\$25.00

~~(b). Prescriptions refilled by utilizing the mail order program are subject to the following co-payment structure:~~

<del>(i)</del>	<del>Generic prescription (per prescription)</del>	<del>\$2.00</del>
<del>(ii)</del>	<del>Formulary (preferred drug) (per prescription)</del>	<del>\$4.00</del>
<del>(iii)</del>	<del>Non-formulary (non-preferred drug) brand name prescription (per prescription)</del>	<del>\$20.00</del>

(b). EFFECTIVE JANUARY 1, 2011, BARGAINING UNIT MEMBERS OF THE FRATERNAL ORDER OF POLICE, AKRON LODGE #7, AND THEIR DEPENDENTS SHALL BE REQUIRED TO PAY ACCORDING TO THE FOLLOWING SCHEDULE FOR MAIL ORDER AND RETAIL 90-DAY PROGRAM:

(i)	GENERIC PRESCRIPTION (PER PRESCRIPTION)	\$8.00
(ii)	FORMULARY (PREFERRED DRUG) (PER PRESCRIPTION)	\$16.00
(iii)	NON-FORMULARY (NON-PREFERRED DRUG) BRAND NAME PRESCRIPTION (PER PRESCRIPTION)	\$50.00

~~4. A mandatory mail order refill restriction is in effect, whereby all prescriptions for maintenance drugs must be filled by utilizing the mail order program after no more than three (3) refills at any participating retail pharmacy.~~

G.H. Dental insurance as follows: For City employees and their dependents (including children of divorced employees), retired employees and their dependents (including children of divorced retirees), and spouses of deceased active employees and retirees and their dependents (including children of divorced employees or retirees), included in the Fraternal Order of Police, Akron Lodge #7, bargaining unit, said plan shall have a no-deductible feature with Class I, II, III, and IV services based on a usual and customary plan with an

aggregate \$1,500.00 annual maximum, a \$2,500.00 lifetime orthodontic maximum.

**H.I.** Bargaining unit members, their spouses and dependents, retirees and their spouses and dependents, shall be covered under the City of Akron's vision care plan.

**Section 3.** That Title 3 "Administration," Chapter 35 "Employment Policies," Section 35.02 "Working Hours," of the Code of Ordinances of the City of Akron, Ohio, is hereby amended and/or supplemented to provide for an adjustment in holidays for bargaining unit members of the Fraternal Order of Police, Akron Lodge #7 and to read as follows:

**35.02 Working hours.**

(A) It is hereby provided that the standard hours of work for employees, as far as possible and practicable, shall be eight hours per day and forty hours in any one week. However, all hours in excess of eight hours in any twenty-four-hour period or forty hours in any one week by employees shall be classed as overtime and shall be paid for at the rate of time and one-half. In no event shall premium be paid on premium payment, except that a paid holiday, a day of annual leave, a day of funeral leave, a day of jury duty, a day of paid leave for reasons other than sickness or injury, and approved union time off shall be considered the same as a workday of eight hours for the purpose of computing premium pay.

(B) Permanent employees in the classified service, except sworn personnel in the Police and Fire Divisions, shall receive compensation at their regular rate of pay for the following holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Memorial Day (day observed), Independence Day, Labor Day, Columbus Day (day observed), Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and three days described as "Personal Days."

1. Seasonal and temporary employees within the American Federation of State, County and Municipal Employees (AFSCME) Local #1360 bargaining unit shall receive compensation for the above-listed holidays, however they are not eligible for "Personal Days."

2. In 2009, Civil Service Personnel Association bargaining unit members who work in the Safety Communications Division are entitled to compensation for the holiday "City Picnic Day" and two days described as "Personal Days." Effective beginning in calendar year 2010 those employees will receive an additional "Personal Day" in lieu of "City Picnic Day."

(C) Any of the above holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday, which shall be considered the holiday for the purpose of this section.

(D) However, to be entitled to pay for the holiday enumerated, the employee must be on a paid status the scheduled workday preceding the holiday as well as the scheduled workday following the holiday or take a furlough day on the scheduled workday before and/or after the holiday. For purposes of this section, if an employee receives permission from supervision to attend union conferences, meetings, and seminars, such day off shall not be defined as a scheduled workday. In the event that the employee works less than the full

scheduled workday on the day which precedes or follows the holiday, holiday pay will be adjusted downward to correspond with the least number of hours worked on either of such days preceding or following the holiday, whichever is lesser. However, employees within the Local #1360 bargaining unit of the American Federation of State, County and Municipal Employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to a suspension.

(E) Sworn personnel of the Police Division shall receive fourteen working days compensatory time off for the following holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Memorial Day (day observed), Independence Day, Labor Day, Columbus Day (day observed), Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, ~~City Picnic Day~~, Peace Officers Memorial Day, which shall be observed on May 15 of each year, and ~~one day~~ **TWO DAYS** described as a "Personal DayS."

(F) Sworn personnel of the Fire Division shall receive one hundred seventy-two hours of compensatory time off for the following holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and Akron Fire Department Memorial Day, which shall be observed each year on the Thursday of Fire Prevention Week.

(G) In the event any permanent employee, excluding all sworn police and fire personnel, and any seasonal and temporary employee within the Local #1360 bargaining unit, is required to work on any of the above-enumerated holidays, such employee shall receive two and one-half times the regular rate of pay for actual hours worked in lieu of holiday compensation for such hours, regardless of whether or not such employee has worked the scheduled workday before or after the holiday.

(I) Sworn personnel of the Police Division, including the Chief and Deputy Chiefs, who work the following holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Memorial Day (day observed), Independence Day, Labor Day, Columbus Day (day observed), Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, City Picnic Day, and Peace Officers' Memorial Day, ~~shall be paid at the rate of one and one-half times the regular rate of pay for actual hours worked.~~ Such pay shall not be in lieu of compensatory time off for those holidays.

(a) Notwithstanding any other provision in this code, during calendar year 2010, bargaining unit members of the Fraternal Order of Police, Akron Lodge #7, who work on the following holidays shall not receive premium pay: Columbus Day, Veteran's Day, and the Friday after Thanksgiving.

(2) Sworn personnel of the Fire Division, excluding the Chief and Deputy Chiefs, who work on the following holidays: New Year's Day, Martin Luther King, Jr.'s birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and Akron Fire Department Memorial Day shall be paid at the rate of one and one-half times the regular rate of pay for actual hours worked. Such pay shall not be in lieu of compensatory time off for those holidays.

(3) Notwithstanding any other provision in this code, during calendar year 2010, bargaining unit members of American Federation of State, County and Municipal Employees Local #1360 who work on the following holidays shall not receive premium pay: Independence Day, Labor Day, Columbus Day, Veteran's Day, and the day after Thanksgiving.

(4) Notwithstanding any other provision in this code, during calendar year 2010, bargaining unit members of Local #330 Akron Firefighters Association who work on the following holidays shall not receive premium pay: Akron Fire Department Memorial Day, Columbus Day, Veteran's Day, and the day after Thanksgiving.

(H) All hours worked on emergency or special services on Sundays by permanent employees shall be paid for at the rate of time and one-half. Nothing contained herein, however, shall be construed as to allow time and one-half for employees whose duties regularly require them to work on Sundays.

**Section 4.** Amending and/or supplementing Ordinance No. 806-2000, so as to promote a high level of physical fitness among uniform officers and to read as follows:

(A) EFFECTIVE JANUARY 1, 2011, THE CITY OF AKRON WILL NO LONGER PROVIDE A FITNESS ALLOWANCE TO BARGAINING UNIT MEMBERS OF THE FRATERNAL ORDER OF POLICE, AKRON LODGE #7.

(B) EFFECTIVE JANUARY 1, 2011, THE CITY OF AKRON WILL FURNISH TO BARGAINING UNIT MEMBERS OF THE FRATERNAL ORDER OF POLICE, AKRON LODGE #7, MEMBERSHIP PRIVILEGES TO THE CITICENTER ATHLETIC CLUB OR THE BALCH STREET FITNESS FACILITY, OR ANOTHER FACILITY DESIGNATED BY THE CITY OF AKRON.

**Section 5.** That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that these adjustments in employee compensation and benefits should become effective at the earliest possible moment pursuant to the mandate in the Conciliator's Award in Case No 09-MED-10-1137, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed January 24, 2011

Conie Benurik  
Clerk of Council

Marcus A. Sumrell  
Mayor

Approved \_\_\_\_\_, 2011

MAYOR

*I hereby certify that the foregoing Ordinance was returned by the Mayor unsigned and without written objections.*

Paul E. Kitch 2/4/11  
Clerk of Council

Personnel  
P. Hylnsky - FOP  
Codd Book

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Offered by CONTI

ORDINANCE NO. 183 - 2002 amending and/or supplementing Title 3, Chapter 35, Section 35.03 "Sick Leave for Permanent Full-time Employees" to clarify when payout of unused accumulated sick leave is to be made; and declaring an emergency.

CLERK OF COUNCIL  
CITY OF AKRON

BE IT ENACTED by the Council of the City of Akron:

Section 1. That Title 3 "Administration", Chapter 35 "Employment Policies", Section 35.03 "Sick Leave for Permanent Full-time Employees" of the Code of Ordinances of the City of Akron, Ohio, 1985 be and is hereby amended and/or supplemented to read as follows:

**Section 35.03 SICK LEAVE FOR PERMANENT FULL-TIME EMPLOYEES.**

(A) In addition to vacation leaves, all permanent, full-time employees of the city who have completed 90 days of service shall be entitled, for each completed month of service, to sick leave of 1-1/4 workdays with pay. Employees may use sick leave, on approval of the responsible appointing administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness or death in the employee's immediate family, and to preventive treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of, alcohol or drugs. No sick leave shall be granted when sickness is caused by intoxication. Unused sick leave shall be cumulative up to 120 workdays unless more than 120 days are approved by the responsible appointing administrative officer of the employing unit or authorized by other provisions of this chapter. The previously accumulated sick leave of an employee who has been separated from the service with the city may be placed to his credit on his reemployment with the city. ~~In the event a permanent employee of the city retires and is qualified to receive and is granted either a disability or a normal retirement pension under the Public Employees Retirement System, the Police Relief and Pension Fund, or the Firemen's Relief and Pension Fund, such permanent employee shall receive pay for his unused accumulated sick leave in an amount not to exceed 120 workdays, unless authorized by other provisions of this chapter, on his separation from the active payroll.~~ The responsible appointing administrative officer of the city may require the employee to furnish a satisfactory affidavit to the effect that his absence was caused by illness due to any of the foregoing causes.

(B) In order to receive compensation while absent on sick leave, each employee shall make written application for leave of absence and take steps to notify his immediate superior of his illness, as may be specified by the department head. When such absence is for more than two days, the employee concerned, in order to receive compensation, must file with his request for sick leave a certificate from a registered physician stating that such employee was unable during the whole of such absence to perform his duties, or submit other satisfactory proof of such illness. Unexcused absences because of alleged illness in excess of two days shall be charged against the annual vacation allowance.

(C) In the event a permanent full-time employee of the city dies, his estate shall be credited with such unused sick leave cumulative up to 120 workdays and his estate shall be paid for any unused sick leave as of the date of his death.

(D) In computing the pay for any employee who has lost time or service by reason of illness as provided for in this section, such computation shall be based on a day being eight hours, and a week being five days, except that if the employee, during such absence, was regularly scheduled to work in excess of five days per week, then the week shall be the number of days such employee was regularly scheduled to work during such absence. No days lost by sick leave and paid for shall be computed in determining the weekly earnings so as to effect premium pay.

(E) Beginning January 1, 1978, divisions (A) through (D) shall apply to all permanent full-time employees of the city except sworn personnel of the Police Division and all management and nonbargaining unit employees in the classified service.

(F) (1) Members included in the Akron Firefighters Association, Local 330 bargaining unit attaining 120 days of sick leave under division (A) hereof prior to March 31, 1981, or any succeeding calendar quarter (June 30, September 30, and December 31) shall accrue 1.5 additional days or 12 hours of sick leave at the end of such quarter provided that the employee has at least 120 days of sick leave at the end of such quarter. Beginning January 1, 1984, the bonus sick leave days will be increased from 1.5 additional days to 2.0 days per quarter. All accumulated unused sick benefits will be paid in cash on retirement, death, or disability retirement as defined by the Firemen's Relief and Pension Fund.

(2) Effective January 1, 1981 one-half of those bonus sick leave days accrued during each calendar year will be paid out at the end of the year that the bonus days are accrued. Such payout will be based on the employee's hourly rate as of December 31 of the calendar year and those bonus sick leave days will be deducted from the employee's bonus sick leave bank.

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**(G)(1) A PERMANENT EMPLOYEE WHO WISHES TO RETIRE AND IS OF SUFFICIENT AGE AND HAS SUFFICIENT SERVICE WITH THE CITY TO QUALIFY FOR A NORMAL SERVICE RETIREMENT PENSION UNDER THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) OR THE OHIO POLICE AND FIRE PENSION FUND SHALL RECEIVE PAY FOR HIS/HER UNUSED ACCUMULATED SICK LEAVE IN AN AMOUNT NOT TO EXCEED 120 WORKDAYS, UNLESS AUTHORIZED BY OTHER PROVISIONS OF THIS CHAPTER, ON HIS/HER SEPARATION FROM THE ACTIVE PAYROLL.**

**(2) A PERMANENT EMPLOYEE WHO WISHES TO RETIRE AND CAN PROVIDE WRITTEN VERIFICATION THAT HE OR SHE IS OTHERWISE ELIGIBLE TO RECEIVE A SERVICE RETIREMENT PENSION UNDER PERS OR THE OHIO POLICE AND FIRE PENSION FUND SHALL RECEIVE PAY FOR HIS/HER UNUSED ACCUMULATED SICK LEAVE IN AN AMOUNT NOT TO EXCEED 120 WORKDAYS, UNLESS AUTHORIZED BY OTHER PROVISIONS OF THIS CHAPTER, ON HIS/HER SEPARATION FROM THE ACTIVE PAYROLL.**

(3) A PERMANENT EMPLOYEE WHO FILES FOR A DISABILITY RETIREMENT PENSION UNDER PERS OR THE OHIO POLICE AND FIRE PENSION FUND AND DOES NOT HAVE SUFFICIENT AGE AND SERVICE TO QUALIFY FOR A SERVICE RETIREMENT PENSION, SHALL RECEIVE PAY FOR HIS/HER UNUSED ACCUMULATED SICK LEAVE IN AN AMOUNT NOT TO EXCEED 120 WORKDAYS, UNLESS AUTHORIZED BY OTHER PROVISIONS OF THIS CHAPTER, ON HIS/HER SEPARATION FROM THE ACTIVE PAYROLL AND AFTER THE DISABILITY RETIREMENT IS GRANTED BY PERS OR OHIO POLICE AND FIRE PENSION FUND AND ACCEPTED BY THE EMPLOYEE.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that this clarification should be made at the earliest possible moment, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed April 15, 2002

[Signature]  
Clerk of Council

[Signature]  
President of Council

Approved April 17, 2002

[Signature]  
MAYOR

ADW

- File
- Finance
- Mayor
- Police - Data Proc.
- Man. Court
- Clark of Court
- Library
- Police Chief
- Prosecutors Off.
- U of A Police
- Akron Law Libary
- AU Law Libary
- Law
- Book Publishing

EJR/CBC/J  
Requested by the Mayor

8-3-83

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**FINANCE**

Offered by Spald

ORDINANCE NO. 805 -1983 authorizing the Mayor, as Director of Public Safety, to enter into a contract with the Fraternal Order of Police, Akron Lodge #7, to provide parking for the sworn personnel of the Police Division; and declaring an emergency.

BE IT ENACTED by the Council of the City of Akron

**Section 1.** That the Mayor, as Director of Public Safety, be and is hereby authorized, effective April 1, 1983, to enter into a contract, without advertising for bids, with the Fraternal Order of Police, Akron Lodge #7, to provide parking for the sworn personnel of the Police Division. This contract shall not exceed Seven Hundred Dollars (\$700.00) per month.

**Section 2.** That this ordinance is hereby declared to be an emergency measure for the reason that said allowances shall become effective at the earliest possible moment so as to maintain parity within the City of Akron, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed November 21, 1983

Edward Davis  
Clerk of Council

Ray Kopper  
President of Council

Approved November 23, 1983

[Signature]  
MAYOR

NOV 27 1983  
CITY OF AKRON

*[Handwritten notes]*  
for  
1-2-83  
to order to  
2-2-83  
1-2-83  
MAYOR  
Spald  
to file