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## A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND THE

City of  
Cuyahoga Falls, Ohio  
Finance Department

Official City Contract # /

7234



CITY OF CUYAHOGA FALLS, OHIO

(Dispatchers)

EFFECTIVE: July 1, 2015  
EXPIRES: June 30, 2018

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## **Article 1. Purpose**

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

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

## **Article 2. Union Recognition**

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

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

## **Article 3. Union Representation**

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

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

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

## **Article 4. Visitation of Officials**

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

## Article 5. Management Rights

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

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

- A. The right to determine, effectuate and implement the objectives and goals of the City and the Dispatch Center.
- B. The right to manage and supervise all operations and functions of the Dispatch Center.
- C. The right to establish, allocate, schedule, assign, modify, change and discontinue Dispatch Center operations, work shifts and working hours.
- D. The right to establish, modify, change and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign and retain employees; suspend, demote, discharge or take other disciplinary action against employees for just cause, and to relieve employees from duties due to lack of work or funds.
- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set and implement policies for the selection, training and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any City function, operation and department.
- I. The right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of City property and personnel.

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

## **Article 6. Union Security**

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

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

Section 3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, action, or proceedings by any employee arising from the deduction made by the City pursuant to this Article.

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

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

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

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

#### **Article 7. Grievance and Arbitration Procedure**

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

Section 2. Grievance Process:

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

Step 2. A formal written grievance must be filed within five (5) calendar days of the date on which the member first knew or reasonably should have known of the acts, conditions or circumstances giving rise to the grievance. The written grievance shall be filed with the Department Head who shall have the right to review the grievance with the member and with the F.O.P./O.L.C. Staff

Representative or his designee. The Department Head shall, within five (5) calendar days from receipt of the grievance, provide the member, and the the F.O.P./O.L.C. a written answer to the grievance. If the member does not invoke Step 3 within five (5) calendar days after receipt of the written answer, said alleged grievance shall be considered satisfactorily resolved.

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

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

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

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

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

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

Section 3. The grievance procedure is the exclusive method of settling or adjudicating disputes within its scope as defined in paragraph "A" above, as to such matters, it supersedes Civil Service procedures. Also, alleged violations of

this Agreement must be filed through the grievance procedure and cannot be filed directly in court.

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

## **Article 8. Employee Rights**

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

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

### Section 2.

#### A. General

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

#### B. Investigation

1. On request, the member may have a Union representative present at an investigatory interview if there is a reasonable basis that it may lead to serious disciplinary action.
2. A member who is to be questioned as a suspect in any investigation of any criminal charge against her shall be advised of her constitutional rights before any questioning starts.
3. A member will be informed of the nature of any investigation of herself prior to any questioning. If the member being

questioned is, at that time, a witness and not under investigation she shall be so advised.

4. When a member suspected of a violation is being interviewed or interrogated in an investigation, such interrogation may be recorded at the request and expense of either party. There will be no taping except with knowledge of all parties present.

### C. Discipline

1. Before a member is dismissed, suspended without pay, or otherwise given serious discipline as defined above, the member has a right to a hearing before the Department Head or his designee. At least seven (7) calendar days before the hearing, the member shall be notified of the charge(s) against her in writing.
2. The standard for review in an arbitration case alleging wrongful discharge shall be whether the action was for just cause.
3. Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters after twenty-four (24) months.

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

### Section 4. Travel and Meal Allowance

A. Members, who by virtue of their employment are required to travel outside the Summit County area, and who are required to use their own personal vehicles, shall be compensated therefore at the Internal Revenue Service standard mileage rate. Should the City adopt by resolution or policy a higher rate of reimbursement for miles for any other employees in the City, members shall receive such higher rates for reimbursement.

B. Whenever a member travels outside Summit County on official business or outside the City for training and is reasonably unable to return for any meal, the member shall be promptly reimbursed for meals during that time in accordance with the following schedule:

Breakfast	\$ 5.00
Lunch	\$ 7.00
Dinner	\$13.00

Should the City adopt by resolution or policy a higher rate of reimbursement for meals for any other employees in the City, members shall receive such higher rates for reimbursement.

#### **Article 9. Waiver in Case of Emergency**

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

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

#### **Article 10. Labor-Management Committee**

In the interest of sound relations, a joint committee of no less than two (2) nor more than four (4) members, half of whom shall be from the City and half of whom shall be from the F.O.P./O.L.C. will convene on an as-needed basis for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either the City or the F.O.P./O.L.C. may request that a representative of the Finance Department participate in a scheduled Labor-Management Committee meeting. It is understood that this

Committee shall meet at a time when practicable, considering the other duties and responsibilities of the City.

If the City of Cuyahoga Falls would enter into dispatch service agreement(s) with other communities other than Munroe Falls or Silver Lake, the parties will meet to discuss the impact of the action on employees and the City.

#### **Article 11. Bulletin Boards**

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

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

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

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

#### **Article 12. Pension Fund "Pick-up"**

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

**Article 13. Uniform Allowance**

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

**Article 14. Fair Share Fee**

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

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

**Article 15. Savings Clause**

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

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

**Article 16. No Strike – No Lockout**

Section 1. It is understood and agreed that the services performed by members included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, cause, encourage, participate in or support any strike, work stoppage

or other action at any time during the term of this Agreement, which will interfere with the operation or service of the City's departments.

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

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

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

#### **Article 17. Tour of Duty**

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

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

- A. Employees will be eligible to participate in annual seniority based shift selection only after completion of their probationary period. Probationary employees shall be subject to shift assignment and rotation at the Department Head's discretion. The assignment and rotation of probationary employees shall not preempt an employee's seniority selection rights unless there are extenuating circumstances that makes such preemption necessary.

- B. The Department Head or his designee shall post the shifts and choice of days off within each shift that are available for seniority based selection.
- C. The Department Head or his designee may temporarily change employee shifts due to temporary staffing needs, or because of illness, injury or emergencies. Such changes shall affect members in reverse order of seniority.
- D. Consistent with progressive corrective management practices and the promotion of efficiency, the Department Head or his designee may change shift assignment based upon an employee's unsatisfactory performance.

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

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

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

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

#### **Article 18. Professional Liability**

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

#### **Article 19. Overtime**

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

"Overtime compensation" shall mean one and one-half (1 1/2) times the hourly compensation rate of a member. Overtime compensation may be granted in the form of compensatory time off only if the Department Head or his designee approves a member's request for compensatory time granted in lieu of

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

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

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

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

Section 5. The following compensatory time option is subject to the right to cash overtime pay for hours worked in excess of one's normal tour of duty. At the election of the eligible member, and subject to approval or disapproval of the Chief of Police, compensation for overtime work may be taken as compensatory time off at the rate of one and one half (1 1/2) times the number of hours which the eligible member has accumulated. This election to take compensatory time

off must be exercised immediately within the pay period in which the overtime was accumulated. In the event the eligible member does not elect to take compensatory time off, the member will be paid for this overtime work accumulated during the pay period. This provision is subject to any regulations or order made by the Federal Government. No more than two hundred (200) hours of compensatory time off may be accumulated by an individual member who must have accumulated at least one hundred twenty (120) hours of compensatory time to be eligible to sell any back. If eligible, members shall have the option to sell back to the employer up to forty (40) hours, two (2) time per year, with a maximum cash out upon retirement of two hundred (200) hours. Members may use compensatory time off in lieu of sick leave in the case of illness with the approval of the Chief of Police.

#### **Article 20. Shift Differential**

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

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

#### **Article 21. Health Insurance**

##### Section 1. Coverage

- A. The City will make available a health care program with employee only, employee/spouse, employee/children, and family coverage options, for which eligible full-time employees may apply. See Appendix A (consensus memo).
- B. The City will offer all employees eligible under Subsection A above medical, dental, vision, and prescription drug insurance coverage through plans of the City's choosing. The City will adopt the recommendations of the Health Care Committee achieved by consensus. "Consensus" is defined as each participating member of the HCC be at least 70% comfortable with the decision. All HC plan design, premium, and HC cost decisions shall be forwarded to the HCC for consideration. The City's plans will have multiple levels of coverage and costs. Cost containment measures may be adopted by

the City after consideration of any recommendations from the Health Care Committee.

- C. All coverage shall be subject to the insurance carrier's eligibility, enrollment, and coverage requirements, as set forth in the plan documents and certificates of coverage.

#### Section 2. Employee Contributions

- A. Participating employees shall share in the cost of health care coverage to the extent set forth in Subsections C and D below. Each participating employee shall contribute to the total fixed cost of the medical and prescription drug insurance coverage based on a percentage of projected health care costs, as established at the beginning of each plan year (January through December).
- B. Any surcharge for enrolling spouses who are eligible for medical and prescription drug coverage through their own employers or retirement plans shall be the responsibility of the employees, in accordance with the Spousal Surcharge provisions outlined under the City's plans.
- C. Medical and Prescription Drug Coverage. Effective January 1, 2016, the employee contribution percentages for medical and prescription drug coverage will be 0% for the Health Savings Account (HSA) plan, 5% for the core plan, and 15% for the premium plan.
- D. The amount of an employee's contributions cannot increase more than 25% per calendar year for the same coverage throughout the term of this agreement.
- E. Dental Coverage. Effective January 1, 2016, the City shall provide the same arrangement for dental insurance that was in effect in 2015; however, the dependent age limit extension to age 28 will be eliminated. The City will pay 100% of the premiums for dental coverage under the City's base plan.
- F. Vision Coverage. Effective January 1, 2016, the City shall provide a base vision plan that mirrors the current non-bargaining plan design. The City will pay 100% of the premiums for vision coverage under the City's base plan. The City will also offer an enhanced vision plan, with the increased premiums (buy up) being paid 100% by the employees selecting the enhanced vision plan.

- G. Employee health insurance contributions shall be made through biweekly payroll deductions.

Section 3. Affordable Care Act.

- A. Nothing in this Article shall be construed to relinquish, restrict, or otherwise limit the City's rights, entitlements, and obligations under the federal Patient Protection and Affordable Care Act (ACA), or any other federal or state law.
- B. The parties understand that the ACA was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties agree that the City is required to comply with this Act. The City will notify the Union of any changes required to maintain legal compliance.

Section 4. Health Care Committee

- A. The parties agree to maintain a Health Care Committee for purposes of regularly reviewing usage, health care needs, studying cost containment programs and options for health plan coverage (medical, dental, vision and prescription), and recommending, for adoption by the City according to Section 1(B) of this Article, changes to the City's plans and benefit levels.
- B. The Health Care Committee will meet at mutually agreed times to explore group health insurance plan alternatives and tiers and cost containment measures. The Health Care Committee will submit its recommendations annually on these matters not later than 120 days prior to the expiration of a plan year. Upon adoption, these recommendations will be binding on both the City and the Union. If the HCC does not achieve a consensus on recommendations by 120 days prior to the expiration of the plan year, the City may implement unilaterally and the Union will retain the right to arbitrate the reasonableness of the changes made as a result of the City's implementation. Such arbitration will be accomplished through an expedited process.
- C. The Health Care Committee will meet at least quarterly, but as often as necessary and agreed upon by the committee, and will be composed of two (2) representatives selected by the Union, two (2) representatives selected by each of the other unions whose members participate in the City's plans, two

(2) representatives selected by the City, and one (1) non-supervisory employee of the City who is not a member of any bargaining unit, who will also be selected by the City. The City will provide released time for mutually agreed upon scheduled meetings, meaning that if one or both of the Union's representatives were scheduled to work during a meeting, the City will compensate the employees as if they had been working at their scheduled assignments.

D. The Health Care Committee shall approve by-laws/ground rules.

E. Sunset: This Section (Article 21, Section 4, Health Care Committee) shall expire at the end of this contract term (including any contract extensions) unless mutually agreed upon by both parties.

Section 5. I.R.S. 125 Programs – Members are eligible to participate in the I.R.S. 125 programs offered by the City. The City will use its best efforts to ensure that the I.R.S. 125 program will include, at a minimum, a medical reimbursement and dependant care component. Costs for these programs will be borne by the employees.

Section 6. City of Cuyahoga Falls Fire Department EMS Transport – Any employee and/or member of the employee's immediate family residing with the employee who is transported by Cuyahoga Falls Fire Department EMS service shall be transported at no charge.

#### **Article 22. Other Insurance**

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

#### **Article 23. Longevity Pay**

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

#### **Article 24. Sick Leave**

Section 1. Members shall be entitled to sick leave of four and six-tenths (4.6) hours per pay period of eighty (80) hours. Members may use sick leave upon approval of the Department Head or his designee for absence due to illness or injury of the member, or when through exposure to a contagious disease, the

presence of a member at her job would jeopardize the health of others. Sick leave may be used because of the disability of an immediate family member as granted in the discretion of the Department Head or his designee.

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

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

- A. A detailed statement from the member specifying:
  - 1. the exact nature of any claimed illness or injury;
  - 2. the name, address and telephone number of any medical practitioner treating said illness or injury;
  - 3. the anticipated number of sick leave days required to treat said illness or injury.
- B. A medical report from the member's treating physician, normally after three (3) days, however, medical reports may be requested for any absence of shorter duration if necessary.
- C. That the member submits to a physical examination by a physician of the City's choice.

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

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

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

Section 6.

- A. Upon retirement or termination in good standing from active service with the City on or before December 31 1996, and with ten (10) or more years of service with the City, a member of this bargaining unit shall be paid in cash sixty-five percent (65%) of the value of her accrued but unused sick leave credit. Such payment shall be based on the member's rate of pay at the time of retirement. Such payment shall be made only once to any member. The maximum payment which may be made under this article shall be for sixty-five percent (65%) of one hundred twenty (120) days, in no event to exceed payment for seventy-seven (77) days.
- B. Upon retirement or termination in good standing from active service with the City after December 31, 1996, and with ten (10) or more years of service with the City, a member of this bargaining unit shall be paid cash one hundred percent (100%) of the value of his accrued but unused sick leave credit up to a maximum of nine hundred sixty (960) hours. Such payment shall be based on the member's rate of pay at the time of retirement. Such payment shall be made only once to any member.
- C. For purpose of funding this sick leave cash out payment, the Finance Director shall establish a fund and annually deposit a sum sufficient to cover the anticipated payout(s) under this provision. Money set aside in this fund shall only be used for the purpose of paying the benefit set forth in this section and for no other purpose.
- D. An employee who has qualified for a service pension under the rules of PERS by reason of age and length of service, and has accumulated a sick leave balance of nine hundred sixty (960) hours or more, may elect to cash out accrued sick time in three (3) equal and annual payments of up to three hundred twenty (320) hours. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible employee must notify the Department Head and the Director of Finance of this election at least thirty (30) days prior to the first distribution of funds. All hours paid under this provision shall be deducted from the payment of accrued sick leave as provided under this agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an

employee's deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.

Section 7.

- A. It is the intent of the City and the Union to provide a sick leave donation program to allow employees to voluntarily assist their co-workers who have exhausted all their paid leave and are in critical need of sick leave due to serious illness or injury of the employee, a member of the employee's immediate family or some other unforeseen circumstance which would place an employee in the position of needing sick leave.
- B. Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. An employee may receive donated sick leave, per pay period, equal to the number of hours the employee is scheduled to work each pay period. Donated sick leave will be subject to the conditions in this Article.
- C. Sick leave may be donated on a strictly voluntary basis by the donor employee. Donated sick leave will not be returned by either the donee or the City. In no case may donated sick leave be converted into a cash benefit. Sick leave will be donated and used on an hour for hour basis and employees using donated leave will be considered on sick leave and will accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated sick leave will be used, if necessary, in the pay period before additional donated leave may be received. Donated leave will not count toward the probationary period of an employee if an employee is receiving/using donated leave during their probationary period.
- D. It will be the policy of both the City and the Union to respect the privacy of all employees. However, either the City or the Union, with the permission of the employee, may inform employees of their co-worker's need for leave. This will be done for informational purposes only and will not be a solicitation of leave donations by either the City or the Union.
- E. When it becomes apparent that a qualifying employee will exhaust all time off, the Department Head or his designee will notify the Union of the number of hours needed to cover the employee's upcoming payroll period, and the estimated date the employee will be able to return to work. If any members wish to donate sick leave,

the Union will supply the Department Head or his designee with a schedule, in a form agreed to by the Union and the Department Head or his designee, delineating the donating individuals and their number of hours to be applied as donated sick leave.

- F. Employees desiring to donate leave will certify the name of the employee for whom the donated leave is intended, the number of hours to be donated and that the leave is donated voluntarily with no provision that the leave will be returned.

#### **Article 25. Worker's Compensation and Injury Leave**

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

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

Section 3. In the event a member disputes a finding that her conduct contributed to or aggravated her injury under this section, she may, within ten (10) days of such finding, ask that a committee be impaneled consisting of two (2) individuals selected by the F.O.P./O.L.C. and two (2) individuals selected by the Mayor/Safety Director to review said finding. The Committee shall report its recommendation within fifteen (15) days of being impaneled. A majority recommendation shall be binding on the City and the member. However, a tie

vote by the Committee shall enable the member to submit the dispute to final and binding arbitration pursuant to the Grievance Procedure contained in this Agreement where the sole issue before the arbitrator shall be whether there is just cause to find that the member by her conduct caused or contributed to her own injury.

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

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

#### **Article 26. Holidays and Holiday Pay**

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

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

Section 3. After successful completion of one (1) year of employment, all full-time members of the bargaining unit shall receive three (3) personal days which may be taken subject to the approval of the Department Head; these days are given in lieu of a designated holiday of national recognition. The third

personal day shall be taken only when manpower allows and only when a need for overtime coverage will not be created.

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

Section 5. In the event that a member of the bargaining unit shall work overtime on a day designated as a holiday as set forth in this Agreement, then she shall be compensated for working that holiday by receiving two and one-half (2 1/2) times her regular rate of pay. The holiday shall be the actual holiday and not a day changed by the City. No regularly scheduled employee will be ordered to take a holiday day off. Before part-time employees are utilized, full-time dispatch employees shall have first option to perform "overtime work," as defined in Article 19, that falls on any holiday defined in Section 1 of this article.

**Article 27. Vacation**

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

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

In the third and subsequent calendar years of service:

Up to 5 complete years of service..... 2 weeks  
After 5 through 10 complete years of service ..... 3 weeks  
After 10 through 15 complete years of service ... 4 weeks  
After 15 through 20 complete years of service ... 5 weeks  
After 20 years of service ..... 6 weeks

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

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

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

Section 2. Members of the bargaining unit who have completed five (5) years of service with the City and who qualify for three (3) weeks vacation shall be permitted to bank a maximum of one (1) week of unused vacation time per year. Members who qualify for four (4) weeks vacation or more shall be permitted to bank a maximum of two (2) weeks of unused vacation time per year. Any vacation time banked shall be banked at the rate it was earned.

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

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

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

Section 5. Any member retiring who exercises his or her option to have banked vacation used to determine gross pay for retirement purposes pursuant to laws, rules and regulations established by the Public Employee Retirement System shall bear the cost of such transfer by having the total vacation amount banked reduced by the employer's pension contribution cost.

Section 6. An employee may sell vacation under the same terms and conditions as vacation banking set forth above in section 2 except that:

- vacation may be sold in one (1) week increments only
- vacation must be sold in the year in which it is credited to the employee, and
- an employee may both bank and sell vacation, as provided herein, in the same year.

Section 7. In the event a member retires or resigns in good standing with the City, a member shall be paid for any unused vacation, banked vacation and any vacation accrued for use in the following year as of the date of the resignation or retirement. In the event a member dies during employment with the City, such payment shall be made to the member's estate or the member's lawful heirs, if there is no estate.

## **Article 28. Wages**

### Section 1.

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

Effective (and retroactive to) July 1, 2015, all bargaining unit members in all steps shall receive a 2.0% wage increase. All bargaining unit members shall also receive a one-time \$400 stipend as soon as practical following the ratification of this agreement.

Effective January 1, 2016, all bargaining unit members in all steps shall receive a 2.5% wage increase. Effective July 1, 2017, all bargaining unit members in all steps shall receive a 1.5% wage increase.

Said adjustments and increases are reflected in the following schedule. Wages effective January 1, 2016 and thereafter shall be established pursuant to negotiations called in accordance with Article 37, provided, however, that if wages are not so established, the wage rates contained in this Article shall continue in force until superceded, or until the end of the contract term, whichever occurs earlier.

If non-bargaining employees receive more than a total of 6% raise over the 3 years of this contract term, for any amount over 6% for the contract term, dispatchers will get the additional raise amount in the same proportion as the yearly raises in this contract (2.0% - 2.5% - 1.5%), which is 33% of the raise in the first year of this contract, 42% of the raise in the second year of this contract, and 25% of the raise in the third year of this contract.

For every 8 hours an employee is assigned to work as a dispatcher trainer, the employee shall receive one hour of straight-time (non-overtime) pay. This hour of pay shall not be taken as compensatory time. The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers			
Rates Effective July 1, 2015 (2.0%)			
Dispatcher:	Step A	Entry Level	\$21.2177
	Step B	After 1 Service Year	21.8762
	Step C	After 2 Service Years	22.6960
	Step D	After 3 Service Years	23.4352
	Step E	After 4 Service Years	24.5236
	Step F	After 10 Complete Service Years	25.0745
	Step G	After 15 Complete Service Years	25.6793
The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers			
Rates Effective January 1, 2016 (2.5%)			
Dispatcher:	Step A	Entry Level	\$21.7481
	Step B	After 1 Service Year	22.4231
	Step C	After 2 Service Years	23.2634
	Step D	After 3 Service Years	24.0211
	Step E	After 4 Service Years	25.1367
	Step F	After 10 Complete Service Years	25.7014
	Step G	After 15 Complete Service Years	26.3213
The Fraternal Order of Police Ohio Labor Council, Inc. - Dispatchers			
Rates Effective July 1, 2017 (1.5%)			
Dispatcher:	Step A	Entry Level	\$22.0743

	Step B	After 1 Service Year	22.7594
	Step C	After 2 Service Years	23.6124
	Step D	After 3 Service Years	24.3814
	Step E	After 4 Service Years	25.5138
	Step F	After 10 Complete Service Years	26.0869
	Step G	After 15 Complete Service Years	26.7161

## **Article 29. Posting of Vacancies**

Section 1. When the City determines to fill a vacancy in the bargaining unit classification of dispatcher, it shall post a notice on a bulletin board used by members in the bargaining unit for seven (7) calendar days. Any employee who has obtained an initial appointment with the City in the classification of part-time dispatcher may be considered for the vacancy by filing a written bid with the Department Head within the seven (7) calendar day posting period. If employees wish to be considered for vacancies which may be posted while they are on vacation, leave or layoff, they may file a written bid with the Department Head.

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

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

## **Article 30. Communicable Diseases & Life Threatening Illnesses**

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

The City will comply with all Federal, State, and Local laws and regulations regarding discrimination against individuals suffering from life-threatening

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

Section 2. The City and the F.O.P./O.L.C. shall, within ninety (90) days from the execution of this Agreement, compile information on communicable diseases to which Bargaining Unit Members may have exposure in the workplace. This information may be in the form of existing literature, and shall include information on modes of transmission, methods of self-protection, proper procedures and special precautions. A copy of this information shall be available at the front desk, through the F.O.P./O.L.C. and will be provided to each bargaining unit member. This information shall be reviewed by the City and the F.O.P./O.L.C. annually, through the Labor Management Committee, and any additions or modifications shall be made available as provided herein.

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

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

## Article 31. Family and Medical Leave

### Section 1.

- A. "Maternity leave" is taken by a pregnant woman at the time she and her physician determine that her pregnant condition makes her unable to continue working.
- B. "Child-care leave" is taken by a woman following childbirth after that time her physician has declared her able to return to work, or by an employee for the birth or adoption of a child.
- C. "Family medical leave" is taken by an employee for the illness of an employee's immediate family or for a serious health condition of the employee or a member of the employee's immediate family after applicable sick leave benefits are exhausted.
- D. "Serious health condition" and "immediate family" shall have the same meaning as under the Family and Medical Leave Act of 1993.

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

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

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

from the member's final paycheck, and if a balance is still outstanding, by suit in a court of competent jurisdiction.

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

#### **Article 32. Seniority**

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

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

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

#### **Article 33. Administrative Leave**

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

#### **Article 34. Corrective Eye Surgery**

In recognition of the safety enhancement afforded by corrected vision, any bargaining unit member may obtain corrective eye surgery. This benefit is available only to the bargaining unit member, and is available only once during the member's employment with the City. Corrective eye surgery shall be defined as any surgical procedure that will correct the member's vision to the extent that

glasses or contact lenses are no longer necessary for the member to perform safety related duties of the job. The City will pay eighty percent (80%) of the cost of the surgery, together with any required follow-up care, provided that the City will only pay for procedures approved by and performed in the United States of America. Corrective eye surgery will be available to each member of the bargaining unit on July 1, 2001.

#### **Article 35. Jury Duty**

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

#### **Article 36. Layoff and Recall Procedure**

A. To the extent authorized by Ohio Revised Code §4117.10, the layoff and recall procedures contained herein shall supersede any conflicting provision of general law.

B. Not less than twenty (20) calendar days prior to serving or mailing a notice of layoff to members as provided in Paragraph G below, the City shall give the Union written notice of its intent to lay off members, and shall, meet with the Union thereafter to discuss alternatives to the layoffs, provided, however, that any failure to agree on alternatives to layoffs shall not be used by the Union as the basis for a grievance, a claim of unfair labor practice, a civil action, or any other legal proceeding.

C. In the event of layoffs, it is the City's intent to reduce part time hours prior to laying off full time employees. The order of layoffs of full time bargaining unit members shall be determined by reverse seniority in classification or rank with the least senior member in each classification or rank being laid off first. Seniority shall be determined by the departmental seniority list established for shift selection under Article 32. At no time during an imposed

layoff will the City supplement communications staff with police or fire personnel except temporarily during a declared emergency as defined in Article 9, Waiver in Case of Emergency.

D. The City shall provide to each member to be laid off a written notice of layoff. Such written notice shall be personally served or mailed by certified mail to the last address on file with the City at least fourteen (14) calendar days before the effective date of each layoff. If the notice is mailed to the last address on file with the City, failure of delivery of said notice shall not constitute grounds for delaying the effectiveness of the layoff. Each notice shall contain the following information:

1. The date of layoff;
2. The employee's seniority date in the classification;
3. A statement advising the employee of the right to recall.

E. The City shall maintain a list of laid off employees by classification. If recalled, members will be recalled to the same classification or rank from which they were laid off, in reverse order of their layoff.

F. A laid off member shall be eligible for recall for three (3) years. The period of recall eligibility shall be measured from the date of the member's layoff. When the recall period expires for a given member, the City shall remove the member's name from the recall list and the member will be permanently separated from the City. To be eligible for recall, a member must possess all of the qualifications required of the member to hold the position to which he or she is being recalled.

G. To effectuate a recall, the City shall send a notice of recall by certified mail to the member's last known address as shown on the City records. For the purpose of recall, it is the member's responsibility to have a current address on file with the City. Service of the notice is satisfied if the notice is mailed to the last address on file with the City. A member on layoff will be given up to fourteen (14) calendar days to report for duty. A member who fails to return within the specified period shall waive all future recall rights. However, if within the specified period, the employee notifies the City and establishes that temporary sickness will prevent him from accepting the recall, he or she may decline the appointment and stay on the recall list. In such a case, the City will recall the next member on the list.

H. A member on layoff status shall not cash out any accrued benefit, including without limitation, vacation, sick leave, compensatory time off, holiday pay, or any other benefit which he would otherwise be entitled to cash out upon separation from the City; provided, however, that a member on layoff status may convert his layoff to a permanent resignation, in which case he will be entitled to cash out all benefits the same as if he had resigned without being first laid off. A member who converts his layoff to a permanent resignation shall be removed from any recall list and shall forfeit any right of reinstatement.

I. A member on layoff status shall accrue no benefits, nor shall he or she remain on the City's health insurance plan past the last day of employment. Upon recall, the recalled employee shall have the same balances of sick leave, vacation and seniority that the employee had on the date of the layoff.

#### **Article 37. Term of Agreement**

This Agreement shall be in effect from July 1, 2015 to June 30, 2018. To initiate negotiations for a successor agreement, either party shall give written notice to the other at least ninety (90) days prior to June 30, 2018.

To establish wages and other economic conditions of employment from July 1, 2016 through June 30, 2017, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after January 1, 2016, but in no event later than the sixty (60) days prior to the desired effective date of the modification.

To establish wages and other economic conditions of employment from July 1, 2017 through June 30, 2018, either party may reopen negotiations for economic reasons by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after January 1, 2018, but in no event later than the sixty (60) days prior to the desired effective date of the modification, provided, however, that if wage rates for 2018 are agreed upon in a modification proceeding commenced in 2015, the contract shall not thereafter be reopened to adjust economic issues.

**Article 38. Definitions**

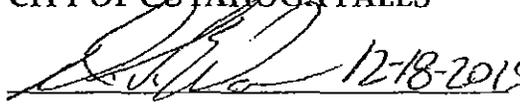
As used in this agreement:

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

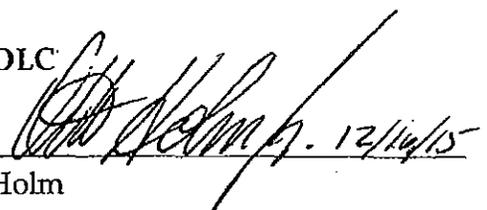
IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor and the F.O.P./O.L.C. has caused this Agreement to be executed by its O.L.C. representative. This Agreement is effective July 1, 2015, pursuant to authority duly granted by Council of the City of Cuyahoga Falls, Ohio.

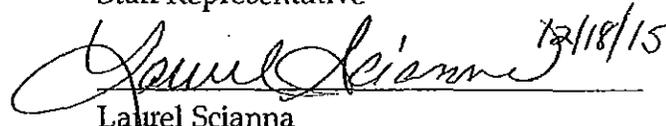
Signed at Cuyahoga Falls, Ohio this 18<sup>th</sup> day of December, 2015.

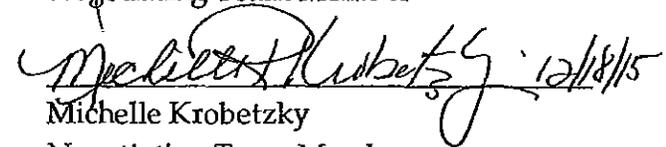
CITY OF CUYAHOGA FALLS

  
Mayor Don Walters

FOP/OLC

  
Otto Holm  
Staff Representative

  
Laurel Scianna  
Negotiating Team Member

  
Michelle Krobetzky  
Negotiating Team Member

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness:



Russell W. Balthis  
Director of Law

Dated: 12-18-15

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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



Bryan Hoffman  
Director of Finance

Dated: 12/23/15

## Appendix A – Consensus Memo

### MEMORANDUM

**TO:** HEALTHCARE COMMITTEE  
**FROM:** KEN JONES  
**SUBJECT:** CONSENSUS ITEMS  
**DATE:** JUNE 19, 2015

This memo is intended to summarize those items that we have come to a consensus on as a committee regarding the City of Cuyahoga Falls employee benefit program.

The following will be the health plans offered in 2016:

Plan	Current	HSA	PPO 700	PPO 200 W
Wellness Earn Back	N/A	Yes	Yes	Yes
Deductible	Embedded	Aggregate	Embedded	Embedded
Single	\$200	\$1,200	\$700	\$200
Family	\$400	\$2,600	\$1,400	\$400
Coinsurance	0%	10%	19%	10%
Out of Pocket Maximum				
Single	\$1,000	\$2,600	\$3,800	\$1,000
Family	\$2,000	\$5,200	\$7,000	\$2,000
Office Visit				
PCP	\$15	Ded/Coin	\$20	\$15
Specialist	\$15	Ded/Coin	\$30	\$30
ER Copay				
Emergency	\$50	Ded/Coin	\$100 Copay	\$100 Copay
Non Emergency	\$50	Ded/Coin	Ded/Coin	Ded/Coin
Rx Retail				
Nexium Copay	\$20	Ded/Coin	\$350	\$350
\$0 Copay Program**	\$5/\$20/\$30	Ded/Coin	\$0	\$0

**Plan highlights include:**

- All plans will be non-grandfathered
- HSA plan will have an aggregate deductible.
- All plans will have a wellness incentive earn back in the following amounts:
  - \$600 single and \$1,200 Family for the HSA and PPO 700
  - \$100 single and \$200 Family for the PPO 200
- Wellness incentives will be credited to an HSA for those enrolled in the HSA plan and a HRA for the PPO 700 and PPO 200 plans.
- \$0 Copay on Generic drugs in the following maintenance categories: Asthma, Diabetic Supply, Blood Pressure/Cholesterol
- All plans ACA compliant (including routine/preventive care at 100% no cost share)
- PPO Plan at maximum MOOP

**Contributions**

The Committee has agreed to set contributions for 2016 to a percentage of budgeted healthcare costs. The budgeted healthcare costs include all costs in the Healthcare Internal Service Fund budget with the exception of Dental and Vision costs. The contribution below are based on monthly amounts and do not include the Section 125 pre-tax deductions. Contribution percentages have been agreed to be 0% for the HSA plan, 5% for the PPO 700 and 15% for the PPO 200. Based on the current trends and budgeted costs, we don't anticipate costs to exceed the amounts in the chart below. Should costs increase unexpectedly, the Committee will have the ability to address the factors increasing cost to maintain minimal increases.

2016	HSA	PPO 700	PPO 200-W
	Contribution %		
	0%	5%	15%
Single:	\$0.00	\$24.32	\$87.47
EE+SP	\$0.00	\$51.08	\$183.68
EE+CH/REN	\$0.00	\$46.22	\$166.19
Family:	\$0.00	\$72.98	\$262.40

Contributions cannot increase more than 25% per year.

**Dental**

The Committee has agreed to keep the current dental benefits in place at the current levels. There was a consensus in looking into the option of adding a benefit rollover provision. The current dental benefit plan is as follows:

Deductible	NETWORK	NON-NETWORK
Single	\$25	\$25
Family	\$75	\$75
Annual Maximum		\$1,000
Maximum Rollover		n/a
Preventive: Exams, X-Rays, Cleaning, Fluoride, Periodontics	100%	100% UCR
Basic: Fillings, Endodontics, Oral Surgery, Extractions	85%	85% UCR
Major: Crowns, Dentures, Fixed Bridgework, Implants	50%	50% UCR
Child Ortho (Age 19)		Not Covered
Ortho Maximum		Not Covered
Deductible Waived For		Preventive
Endodontics	85%	85%
Periodontics	100%	100%
Waiting Period		none
Dependent Age Limit		26/28
Network		DenteMax
Claim Basis	contract rate	90th percentile

**NOTE: Effective 1/1/2016 the dependent age limit extension to age 28 will be eliminated.**

Vision

The Committee has agreed to several changes for the vision plan outlined as follows:

- Offer a dual option:
  - Plan 1: Base Vision Plan with a plan design that mirrors the current Non Bargaining Plan Design. The plan would be 100% paid for by the Employer.
  - Plan 2: Buy-Up Vision Plan with \$0 copay for exam and lenses and improved copays for contact lenses and frames. Improved Lasik coverage if possible. The additional premium would be paid for 100% by the employee (equal to the difference in cost between the base vision plan and the buy-up vision plan).
  - All full-time employees would be eligible to participate.
  - The City will also provide assurances in writing to negotiate the Lasik Benefit when bargaining with the unions who do not currently have the Lasik benefit (i.e. 80% of cost reimbursed by City).

The new dual option offering will be quoted out as follows: Please note there may be some deviations based on the varying benefit provisions of the vision carriers.

	Proposed Plan			
	Base Plan		Buy-Up Plan	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Eligibility	All Full-Time Employees		All Full-Time Employees	
Contrib/Non-Contrib	Non-Contributory		100% EE Paid	
Network				
Frequency				
Exam	12		12	
Lens	12		12	
Frame	24		12	
Exam Co-Pay	\$10	\$40	\$0	\$40
Lens Co-Pay	Single	\$15	\$0	\$30
	Bifocal	\$15	\$0	\$50
	Trifocal	\$15	\$0	\$70
Standard Progressive	\$80	\$50	\$65	\$50
Premium Progressive (tiers)	\$100/\$110/\$125	\$50	\$85/\$95/\$110	\$50
Frames Allowance**	\$150 plus 20% off balance over \$150	\$105	\$200 plus 20% of balance over \$200	\$140
Contact Lenses (Disposable)	\$150 allowance	\$150	\$200 allowance	\$105
Contact Lens Exam & Fitting	up to \$55	Included in the Contact Lens allowance	Up to \$55	Included in the Contact Lens allowance
Lasik	15% or 5% off promotional price	n/a	15% or 5% off promotional price	n/a
Notes	Premium Progressive lenses include different tiers based on the different qualities of the peripheral vision. Non Network reimbursement will be the lesser of the listed amount or the members actual cost. Contact Lens and Lenses to eyeglasses are subject to same 12 month frequency limit. Can purchase either or in a 12 month period, not both.			

### Spousal Waiver

- The Committee has agreed to continue the Spousal Waiver as it currently is offered through the City of Cuyahoga Falls (no changes to program). The current program is the greater of 2/7 of the single Cobra rate for the current plan year or any sum received by the spouse from the employer to decline coverage. The spousal surcharge will be in addition to the new rate tiers discussed under contributions.

2  
3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO. 99 - 2015

7  
8 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
9 AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,  
10 OHIO LABOR COUNCIL, INC. EFFECTIVE JULY 1, 2015, AND  
11 DECLARING AN EMERGENCY.

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

16  
17 WHEREAS, the Mayor and his representatives and the Fraternal Order of Police, Ohio Labor  
18 Council, Inc. ("FOP") have bargained collectively and in good faith and said bargaining has result-  
19 ed in a tentative agreement on a collective bargaining agreement effective July 1, 2015; and

20  
21 WHEREAS, on or about November 19, 2015, the membership of the FOP ratified said collec-  
22 tive bargaining agreement.

23  
24 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County  
25 of Summit and State of Ohio, that:

26  
27 Section 1. The Mayor is hereby authorized to enter into a collective bargaining agreement as  
28 negotiated with and ratified by the FOP, effective July 1, 2015.

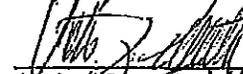
29  
30 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions  
31 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of ordi-  
32 nances and resolutions not inconsistent herewith and which have not previously been repealed  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

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

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

47  
48  
49 Passed: 12-14-15

50   
51 \_\_\_\_\_  
52 President of Council

53   
54 \_\_\_\_\_  
55 Clerk of Council

56  
57 Approved: 12-15-2015

58   
59 \_\_\_\_\_  
60 Mayor