



City of  
Cuyahoga Falls, Ohio  
Finance Department

Official City Contract #

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AGREEMENT BETWEEN  
THE CITY OF CUYAHOGA FALLS, OHIO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND  
MUNICIPAL EMPLOYEES  
OHIO COUNCIL 8  
LOCAL NO. 2662  
AFL-CIO

Effective July 1, 2015 through June 30, 2018

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## PREAMBLE

The following Collective Bargaining Agreement between the City of Cuyahoga Falls, Ohio (hereinafter referred to as the "City") and Ohio Council 8, and Local 2662 both of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") is recorded in written form to meet the requirements set forth in Section 4117.09 (A) of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage more efficient and progressive service in the public interest. The parties hereby agree as follows:

### **Article 1. Purpose**

The objectives of this Agreement are as follows:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance.
2. To attract and retain qualified bargaining unit members.
3. To provide an opportunity for the Union and the City to negotiate over wages, hours and conditions of employment, as provided herein, it being understood that this Agreement pertains only to employees within the bargaining unit defined herein.
4. Definition: Day – The word "day" shall mean calendar day unless specifically stated differently.

### **Article 2. Recognition**

Local No. 2662, American Federation of State, County, and Municipal Employees, AFL-CIO, Cuyahoga Falls, and Ohio Council 8 American Federation of State, County, and Municipal Employees, AFL-CIO are hereby recognized as the sole and exclusive bargaining agent and representative for the purpose of collective bargaining as provided in Article 3 for the unit consisting of City employees having Classifications and Titles in "Appendix A," attached hereto, and excluding elected officers; unclassified appointed officials; management level employees; part-time employees (except for regular year-round part-time employees who hold positions which historically have been performed by bargaining unit members); seasonal and casual employees; administrative employees on the Mayor's staff; employees represented by other recognized bargaining units; and all other employees covered by any of the exemptions stated in R.C. Section 4117.01(C).

### **Article 3. Subject Matter of Negotiations**

Any and all matters relating to:

1. Wages and fringe benefits

2. Hours of work
3. Conditions of employment

Union and the City acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. However, by written mutual consent of Union and the City, the covenants of this paragraph may be waived for negotiations on any Article or subject.

#### **Article 4. Management Rights**

The City reserves all of its rights and powers except as specifically limited or modified by other terms of this contract. It is further mutually agreed between the Union and the City that, except as specifically otherwise provided elsewhere in this Agreement, the following are some but not all of the subjects which are the sole responsibility of the City and thereby excluded from bargaining:

1. The work to be performed by the employee within his classification.
2. Procedure in which the work is to be performed.
3. The machines and equipment necessary to perform the work.
4. Appropriation of money funds for each department and division.
5. The organization structure of the departments and divisions.
6. Selection of supervisors and promotions.
7. The need for overtime work or the need for increasing or decreasing the complement of employees.
8. Employment standards and the selection of new employees.
9. Establishing reasonable work rules, provided however, that prior to posting work rules, the Union President and the steward of the affected department or division shall be furnished a copy of any and all proposed work rules not less than ten (10) working days prior to posting. Within five (5) working days of receipt of such work rule and/or policy, the Union may request to meet and confer with the Service Director or her designee regarding any such work rule or policy prior to its implementation. Work rules shall not become effective

until posted on the City bulletin boards used by employees to whom the rule applies for a period of ten (10) working days. Time requirements under this paragraph may be shortened upon the mutual agreement of the City and the Union. All written work rules, policies and procedures shall be made available to any employee within five (5) working days of making a request therefor with the Director of Human Resources.

**Article 5. Non-Discrimination**

A. It is agreed that any employee, excepting those excluded, has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being Union members.

B. The Union shall not indulge in restrictions or practices which deny membership to employees of the City of Cuyahoga Falls, Ohio, because of age, race, color, creed, sex (including sexual harassment) or national origin.

C. It is further agreed that there shall be no discrimination among employees by the Union or the City by virtue of the employee's lawful participation or non-participation in "Union Affairs."

D. The parties agree that the provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, pursuant to applicable laws, sex (including sexual harassment), marital status, race, color, creed, national origin, union affiliation, religious affiliation and political affiliation. Further, the parties shall not unlawfully discriminate on the basis of physical handicap in applying the provisions of this Agreement.

E. All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

**Article 6. Union Security**

**SECTION 1. REPRESENTATION:**

*A. Selection of Stewards*

For the purpose of this Agreement, the Union may select a maximum of ten (10) stewards and ten (10) alternate stewards to represent the following corresponding divisions or departments:

<b>Division or Department</b>	<b>Representatives</b>
Park & Recreation, Field, Park & Recreation Offices	1 steward 1 alternate steward
Street	1 steward 1 alternate steward
Sanitation	1 steward 1 alternate steward
Utility Billing, , Information	

Technology Services, Income Tax, Human Resources, Finance	1 steward 1 alternate steward
Police, Fire, Building & Zoning, Engineering, Community Development	1 steward 1 alternate steward
Building & Grounds Maintenance	1 steward 1 alternate steward
Garage	1 steward 1 alternate steward
Water Stockroom	1 steward 1 alternate steward
Water Treatment	1 steward 1 alternate steward
Other	Chief Steward 1 alternate steward

The Union reserves the right to reorganize the above steward structure, but not the number of stewards, upon thirty (30) days prior notice to the City.

#### SECTION 2. NOTIFICATION OF STEWARD

The Union shall notify the City of the current list of stewards by submitting a list to the Service Director as indicated in Section 1 above, and shall be kept current at all times. No more than two (2) employees from any one (1) division shall serve as stewards and/or alternate stewards from any division except for the Water Division.

However, if it becomes necessary to increase the number of stewards in any department or division due to the enlargement of any said department or division and thereby necessitating a second or third shift being added, then the City and the Union shall meet to resolve the question of increasing the number of stewards.

Commission and Board Meetings: When an employee requests Union representation at Civil Service Commission or Parks and Recreation Board Meetings, the City's advocate shall not object to the appearance and participation of a Union representative on the employee's behalf.

#### SECTION 3. STEWARD COMPENSATION AND TIME OFF

The stewards shall request from his supervisor permission for time off to process grievances.

The stewards shall receive compensation at their prevailing rate of pay for such time when their attendance is approved in advance by the City, and such compensation shall be paid only to the extent that time spent is approved by the City.

The stewards shall cooperate with the City in keeping time off their work assignments to reasonable periods. They shall not unduly interfere with the work assignments of other employees or the stewards, and the City shall not arbitrarily or capriciously deny stewards necessary time off to represent members.

#### SECTION 4. UNION OFFICIALS' TIME OFF

The President of Local No. 2662 and the Chairman of the Grievance Committee, or their designees, shall be permitted a reasonable amount of time off with pay to carry out the duties of their office, providing it does not interfere with their or other employees' work assignments, and providing they obtain approval of the Service Director, or his designated representative, which cannot be withheld for arbitrary or capricious reasons. Said officials shall record time off to City supervisory persons designated by the City.

#### SECTION 5. VISITATION OF UNION OFFICIALS

Accredited representatives of the Union, including staff representatives, shall have access to the working areas and all City facilities of its members during working hours, providing their activities do not interfere with performance of work, and providing that prior approval has been obtained from the Mayor, Service Director, or their designated representative. Such permission shall not be arbitrarily or capriciously denied.

#### SECTION 6. FAIR SHARE FEE

A. Membership in the Union shall be voluntary. However, all current bargaining unit employees who are not members or who drop their membership shall pay a fair share fee to the Union, as authorized by Ohio statute. Likewise, employees hired during the term of this Agreement who choose not to join the Union shall pay a fair share fee to the Union as authorized by Ohio statute beginning after 60 days from their date of hire.

B. The City agrees to deduct initiation fees, assessments and dues once each month from the pay of bargaining unit employees who have authorized same, in accordance with law. However, the Union shall undertake all efforts to keep changes in the deduction of dues, fees, and assessments to a minimum.

C. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a Fair Share Fee as indicated above, and to provide such employee with an authorization card as provided by the Union.

D. All bargaining unit employees who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

E. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

F. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

G. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall annually provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

H. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### SECTION 7. TELEPHONES - CONFERENCES - CONVENTIONS

A. While authorized to be on City premises, Union representatives and officers may, with permission, use City telephones at Union expense (for long distance) to conduct Union business, provided that such use does not interfere with use of telephones for City business.

Union representatives and officers may further use the City's internal and electronic mail system to communicate with City and Union officials regarding grievances, labor-management meetings, etc. Said internal and electronic mail system shall not be used for member-to-member communications. Any use of said system other than expressly authorized pursuant to this Section shall result in the immediate termination of the Union's privilege of using the internal system.

B. Delegates or alternates elected by the Union shall, unless their absence cannot be excused due to an emergency declared by the Director of Public Service, be granted paid time off to perform their union functions such as attendance at Union conventions and State AFSCME meetings. This section shall not obligate the City to grant more than a total of fifty-six (56) hours of paid time off to the bargaining unit as a whole in each calendar year to be divided among bargaining officials as the bargaining unit sees fit. However the Director of Public Service may, at her sole discretion, grant additional time off, which additional time off shall be without pay. Union officials shall request union use days at least two (2) weeks in advance of their occurrence. The City may permit, at the City's discretion, Union representatives to attend trainings, seminars, conferences, or conventions that require the attendance of more than one (1) Union representative.

#### SECTION 8. POSTING

All Civil Service examination bulletins, open and promotional, shall be posted on bulletin boards in all city departments, divisions, units, or installations, and a copy of same sent to the President of the Union.

Posting shall remain for a period of two (2) weeks prior to examinations except that the City shall not be responsible for the non-authorized removal of any such examination notices.

#### SECTION 9. PERSONNEL FILE ACCESS

The City agrees to provide the Union President or his designee access during working hours, to all employee records and personnel files as "public records" in order to process complaints, grievances, civil service appeals, etc. Access shall be given for parts of such file considered confidential under federal, state or local laws only if the employee expressly waives in writing any confidentiality rights he may have.

## Article 7. Seniority and Work Assignments

A. 1. Seniority within the division shall be the determining factor in scheduling of regular shift preference (provided the employee is qualified for the job) unless the City and the Union agree otherwise. In the event that a department/division has subdivisions, as in the Water Division (i.e. Water Treatment, Water Stockroom and Sewer) seniority within the subdivision shall be the determining factor in scheduling of regular shift preference.

Seniority within the classification shall also be the determining factor in semi-annual Street Division position assignments and in annual position assignments in other departments or divisions where such assignments are made, provided the employee is qualified for the job. ("Position Assignments" refer to assignment to a specific job within a classification.) Specific day-to-day work assignments, except for employees in the Sanitation Division who are not assigned to an annual position, shall be at the discretion of the City. All day-to-day work assignments in the Sanitation Division shall be offered according to seniority. For the purpose of this paragraph, "regular shift" does not include temporary, periodic changes in the hours worked by the Paint Crew for safety reasons when the crew is performing pavement striping duties in high volume traffic areas as agreed by the parties consistent with past practice.

2. Whenever a position assignment becomes vacant within a department or division, the parties shall endeavor to facilitate reassignments based on seniority so long as the number and frequency of changes does not adversely affect the operational efficiency of the department or division. Such reassignments shall not be unreasonably denied.

B. A member 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.

C. Seniority list shall be brought up to date by the City each year as of January 1, and shall be posted on bulletin boards not later than January 15 with a copy forwarded to the President of Local No. 2662. They shall show the employee's name, title, rates of pay, and date of hire and appointment within classification and in order of seniority within divisions.

D. If a seniority tie exists under paragraph A or C, then department/division seniority shall apply; if a tie still exists, then City-wide seniority shall apply; if a tie continues, a coin toss shall determine seniority.

E. Supervisory and Other Non-Unit Personnel. Supervisory personnel shall not perform work and/or operate equipment of bargaining unit unless the employees are unavailable to perform said work or in a case of emergency as determined by the work situation that requires immediate attention. However, notwithstanding this Section, supervisors can open and close buildings and supervisors who already are at the worksite, can perform bargaining unit work if no bargaining unit member is available at the worksite and the work can be completed in 30 minutes or less.

Non-supervisory, non-bargaining unit personnel shall not be regularly assigned to perform bargaining unit work, except that such employees may perform bargaining unit work in emergencies and, to the extent consistent with past practice, in non-emergency situations.

For purposes of this Section, "bargaining unit work" shall not include work historically performed by supervisors or by other non-bargaining unit personnel.

F. Seniority. City seniority shall be defined as continuous service with the City since the employee's most recent date of hire. Department/division seniority shall be defined as continuous service in a bargaining unit classification, as defined in Article 2, within the department or division since his most recent date of assignment to the department or division. Classification seniority shall be defined as continuous service in the classification since the employee's most recent date of appointment to the classification. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin. Unless otherwise specified, "seniority" in this Agreement shall mean "City seniority."

G. Probationary Period. The probationary period for new employees shall be 365 days. The City reserves the absolute right to discipline or discharge an employee for any reason during or at the end of this probationary period. At the end of the probationary period, the City shall either (1) terminate the employee; or (2) retain the employee as a "regular employee."

Shift position assignments may be made without limitation during the employee's probationary period. Thereafter, such assignments must be made in accordance with the Agreement.

H. Negotiations. In departments/divisions where the City determines it is feasible, members of the negotiating committee for the Union who are working other than first shift shall receive paid Union time off for the shift either immediately prior to or following the scheduled negotiating session, subject to weather conditions as determined by the City. In departments/divisions where the City determines that paid Union time off as provided in this section is not feasible, members of the negotiating committee for the Union shall have super-seniority (departmental/divisional seniority list) in shift preference during negotiations. Union time off or super-seniority can be utilized upon the opening of negotiations through the proofreading and/or signing of the successor agreement. The Union shall forward a list of the negotiating committee members to the City prior to opening up negotiations.

I. Regular Part-Time Employees. Regular part-time employees as defined in Article 2 of this collective bargaining agreement hired after the date of the signing of this agreement shall be appointed only to the position of Laborer.

## **Article 8. Saving Clause**

If any article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal, the remainder of this Agreement and addendums shall not be affected and shall remain in full force and effect for the contract term.

Within thirty (30) days of the date on which a Section is held invalid either party may demand that the City and Union meet to negotiate a lawful alternative to the invalidated provision, and thereafter the Union and City shall meet and attempt to reach agreement.

#### **Article 9. Temporary Transfers**

A. An employee who has been temporarily assigned to work above his classification and has obtained forty (40) hours experience in that particular classification to which the employee is temporarily assigned, shall at any and all times thereafter be paid the rate of such higher classification during the period of said temporary assignment. For purposes of this article, a "temporary assignment" means an assignment to the regular duties of the higher classification that would normally be performed during the period of the assignment. The parties understand that certain tasks, such as answering office telephones, may be performed by any person at the direction of a supervisor without triggering any entitlement to out-of-classification pay.

For pay purposes, an employee temporarily assigned to a higher classification pursuant to paragraph 9(A) shall be placed in the next highest pay grade in said classification, which results in an increase in the employee's hourly rate.

Said pay rate shall be no less than a five percent (5%) increase of the employee's base rate. But in no event to exceed the highest step in said classification.

B. Employees temporarily assigned to work below their classification or pay rate, except assignments made due to an employee's physical impairment shall receive their regular rate of pay.

#### **Article 10. Bulletin Boards, Lunch Rooms, and Time Clocks**

A. *Bulletin Boards.* The City shall furnish bulletin board space (either a separate board or separate space on a board) for the Union at all City facilities, work reporting locations and installations, which may be used for the following notices approved by the Union:

1. Recreational and social affairs of the Union
2. Union meeting notices
3. Union nominations and elections
4. Reports of Union committees
5. Rulings of policies of the International Union, Ohio Council No. 8 or Local 2662, AFSCME
6. Union newsletters, newspapers and periodicals.

Notices and announcements shall not contain anything political, including boycotts, 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.

B. *Lunch Rooms.* City shall continue to provide clean and heated lunchrooms in those departments/divisions currently provided. Employees shall keep such lunchrooms clean.

C. *Time Clocks.* The City will maintain one or more time clocks in buildings where more than five bargaining unit employees report. All unit employees will be required to punch a time clock.

D. *Breaks.* Employees assigned to mobile work crews distant from the Service Complex are permitted to be absent from the worksite for not more than one (1) hour, portal to portal, to eat lunch. Employees who obtain their supervisor's prior approval will be excused from punching time clocks at the beginning and end of the lunch period. All other breaks must be taken at the worksite unless, due to extreme weather or other conditions, the supervisor expressly allows such breaks to be taken elsewhere. Supervisors shall not refuse to allow employees to take breaks away from the worksite where to take such breaks would not result in additional lost productive time. Subject to the requirements necessary for operational efficiency, the City will undertake its best efforts to provide a lunch period as close to the middle of the shift as practical, or at such other times as agreed by the parties.

#### **Article 11. No Strike No Lockout**

A. *No Strike* – It is understood and agreed that the services performed by employees 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 or engage in any strike, work stoppage or other action at any time during the term of this Agreement, which will interfere with the operation of the municipal departments and divisions. In the event of a violation of this section, the Union agrees to take all steps necessary with the employees concerned, including but not limited to letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this Section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed.

B. *Strike Defined* – "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

C. *No Lockout* – The City will not lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

D. *Penalties* – In the event of a strike or lockout, the City and Union may invoke all penalties authorized by law.

## **Article 12. 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, but excluding strikes and other similar work stoppage acts on the part of other City employees, the following conditions of this Agreement shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Mayor:

1. Time limits for City replies on grievances;
2. Limitations on distribution of work assignments;
3. Limitations on distribution of overtime;
4. In addition, and notwithstanding other Articles of this Agreement, City reserves the right, during any such emergency to assign employees to work without regard to their employment classifications.
5. Time limits for filing of Union grievances or appeals therefrom.

## **Article 13. Grievance Procedures**

### **A. Definitions**

1. A grievance is a dispute between the Union and City, or an employee or group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
2. Working days are Monday through Friday.
3. Grievant means the person or persons or Union who file a grievance.
4. Employees shall attempt to resolve any controversies, differences or disputes with their immediate supervisor before proceeding with the subsequent steps governing grievance procedures.

### **B. Steps in Procedure**

Step 1. A formal written grievance must be presented to the grievant's department/division head within five (5) working days after the employee knew or reasonably should have known of the occurrence leading to the grievance. The department/division head or his designee shall confer with the supervisor, the grievant and the Union steward before making a determination in the matter. The decision shall be reduced to writing by the department/division head and submitted to the grievant and the Union within five (5) working days from this conference with the grievant, but in no event longer than seven (7) working days from his receipt of appeal to the department/division head. If the grievant or the Union does not invoke Step 2 of this procedure within seven (7) working days after the herein required answer of the department/division head said alleged grievance shall be considered satisfactorily resolved.

Step 2. The Union may appeal in writing within seven (7) working days after receipt of the written decision in Step 1 to the grievant's Department Director or his designated agent, who shall confer with the City, the grievant and the Union within seven (7) working days of receipt of the appeal. The Department Director or his designee

will notify the grievant and the Union of his decision in writing within seven (7) working days from hearing the appeal. If grievant or the Union does not invoke Step 3 of this procedure within seven (7) working days after the herein required answer of the Department Director or his designated agent, said alleged grievance shall be considered satisfactorily resolved.

Step 3. The Union may appeal further in writing within seven (7) working days after receipt of the written answer in Step 2. Within ten (10) working days from receipt of the appeal, the Mayor, at his option, may waive his right to hear the appeal or may confer with the grievant, the Union and City. If the Mayor (or his representative) hears the appeal, he shall within ten (10) working days of the meeting notify the grievant, the Union and City of his decision in writing.

Step 4. Except as provided in Article 18, the Union may appeal further in writing within twenty (20) working days after receipt of the written answer in Step 3 to binding arbitration. Once the Union has notified the City of its intention to arbitrate a particular grievance, either party may, within ten (10) working days, request that the grievance be mediated rather than appealed by the Union directly to arbitration. The parties may mutually agree not to mediate a particular grievance and in such a case, paragraph b "Binding Arbitration" shall apply.

In the event that, at any step of the grievance procedure, a city representative is designated to hear the grievance and that representative has presided over an earlier step, at the Union's request, the grievance will move to the next higher step in the procedure.

*a. Grievance Mediation*

The party requesting grievance mediation shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select a mediator in accordance with A.A.A. rules and procedures.

Each party may have up to four (4) representatives as participants in the mediation effort. Persons representing the parties will be vested with full authority to resolve the issues being considered.

The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. No oaths will be administered and no verbatim record of the proceeding will be taken. The formal evidence rules will not be applied. The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

Mediation efforts will be informal in nature and will not include written opinions or recommendations from the mediator. In the event the Union appeals to binding arbitration a grievance that has been mediated, there will be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at

the arbitration hearing. Nothing said or done by either party for the first time in mediation conference may be used against it in arbitration.

At the mediation conference, the mediator will first seek to help the parties in reaching a mutually satisfactory settlement of the grievance that is within the parameters of the collective bargaining agreement. If the Union and the City reach a settlement, the parties will enter into a settlement agreement at the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

If a grievance remains unresolved at the end of the mediation session, the mediator will provide an advisory opinion about how the grievance is likely to be decided if it is presented at arbitration. This opinion is not binding and is inadmissible in the subsequent arbitration proceeding.

Either party may within ten (10) working days of its receipt reject the advisory opinion of the mediator.

The dates, time and place of a mediation session will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation sessions.

The parties will share fees and expenses for grievance mediation equally.

*b. Binding Arbitration*

When the Union has appealed in writing to binding arbitration and neither party has requested grievance mediation, or if either party rejects the advisory opinion of the mediator, then the Union shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select an arbitrator in accordance with A.A.A. rules and procedures. Arbitration proceedings shall be conducted thereafter 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, change, or modify this contract. The 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 City and Union shall share equally all of the arbitrator's fees incurred in connection with Step 4 arbitration proceedings.

*C. Exclusivity*

This grievance procedure is the exclusive method of settling or adjudicating disputes within its scope and, as to such matters, supersedes any and all civil service and court procedures which otherwise might be available.

*D. Waiver and Settlement*

Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein shall be considered withdrawn and shall not be subject to further discussion or appeal. The grievant and the Union shall be deemed to have waived their rights with respect to all matters within the scope of such grievance, but withdrawal of the grievance because

of the failure to timely pursue it shall not be considered a binding precedent against the Union if any similar issues arise in the future. If the City fails to meet time limits established by this procedure, then the grievance may be appealed to the next step. This grievance procedure is the exclusive method for resolving disputes within its scope.

E. Time limitations in the grievance procedure may be extended by mutual agreement with the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

F. Grievance forms shall be provided by the Union in triplicate form. Copies of the forms shall be available through representatives and/or officers of the Union and made available to Management for employees.

G. At all steps of the grievance procedure, the Union may designate no more than 2 union representatives to attend. This does not however prohibit an AFSCME Ohio Council 8 staff member and the local AFSCME president from being present at any step of the grievance procedure.

H. When employees are required to appear at arbitration hearings during their regularly scheduled work hours, they shall be released from work without loss of pay for time spent at the hearing. No employee shall be paid under this provision except for time during which the employee otherwise would have been scheduled to work; for example, an employee who leaves work for the hearing two (2) hours between the end of his regular shift and who remains at the hearing for three (3) hours shall be entitled to two (2) hours' pay. The parties shall try to schedule their witnesses to avoid unnecessarily causing an employee to miss work.

I. The Union or official representative of the Union shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees, by filing any such grievance in accordance with the grievance procedure but with the management personnel where the policy originated within five (5) working days after its occurrence and in turn the City may accelerate the grievance process to any higher steps by designating such in its answer.

J. The Union has the right to represent the bargaining unit member in processing grievances.

#### **Article 14. Labor-Management Committee**

A. In the interest of sound relations, a joint committee of no less than six (6) nor more than eight (8) members, half of whom shall be from City and half of whom shall be from the Union, will convene at a time agreed upon by Union and City, upon request by either party, for the purpose of discussing subjects of 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 City or the Union may request that a representative of the Finance Department participate in a scheduled Labor-Management Committee meeting.

B. Furthermore, said Committee shall deal with the following four (4) items:

1. Work to be performed by employees within classification.

2. The machines and equipment necessary to perform the work (must be classified within thirty (30) days).
3. The work to be performed or abuse of any incentive programs.
4. Other issues pertaining to the solution of common problems in the mutual interest of the parties.

Said items shall be heard by the Committee within two (2) weeks after application for a hearing by either City or Union. The Committee shall try to resolve said misunderstanding and if no agreement can be reached by either City or Union, then said Committee shall take said misunderstanding in regards to the above items under consideration and render a decision within two (2) weeks from the time the problem was submitted to said Committee. The decision of said committee shall then be forwarded to the Mayor, so that he may determine a solution to said problem.

The parties endorse the concept of improving efficiency and productivity through employee input and involvement.

## **Article 15. Amendments**

### SECTION 1. AMENDMENTS

Amendments or supplements to this Agreement may be proposed by either the City or the Union, through its Staff Representative by giving thirty (30) days' notice to either party of said Article(s), Section(s), that are proposed to be amended or supplemented.

Upon mutual agreement of both parties, negotiations shall be entered into during the above thirty (30) day period to consider any said amendments or supplements.

### SECTION 2. INCORPORATING

Any amendments or supplements agreed to between the parties shall be incorporated by reference and made part of this Agreement as though fully written herein, and copies filed with the Office of the Mayor, Director of Law, Finance Director, Service Director, City Council, Civil Service Commission, S.E.R.B., and any other departments/divisions affected by such action. Any such provisions shall expire under the provisions of Article 39, "Term of Agreement." All amendments and supplements to which the parties agree shall be reduced to writing and signed by the Staff Representative, President of Local 2662, or his designee and the Mayor or his designee. Any and all other written or oral amendments or side agreements of any kind shall be null and void.

## **Article 16. Tour of Duty**

"Tour of Duty" except for members in the Sanitation Division and the Water Treatment Plant, shall mean the normal working time required for an employee to perform his regularly assigned duties as the same shall have been established by City in order to accomplish the varying needs and requirements of the different departments and divisions of this bargaining unit. Normal work day, except for those working an

incentive program, flex time or as otherwise agreed by the parties or provided herein, shall be eight (8) hours per day and for members assigned to classifications providing direct customer contact the work day shall be scheduled by the City between the hours of 6:00 a.m. and 7:00 p.m., provided that the City shall provide written notice to the Union prior to implementation of such schedules and within ten (10) working days of such notice, on request of the Union, the parties shall meet to discuss the implementation of such schedules. The normal work week, unless otherwise provided herein or by mutual agreement of the parties, shall be forty (40) hours per week. Except as otherwise provided in this agreement or by the mutual agreement of the parties or for members working in classifications historically assigned otherwise, the normal work week shall be Monday through Friday.

A. SANITATION DIVISION

Sanitation Division employees shall perform their duties on an incentive program as outlined to them by the head of this division.

B. WATER DIVISION

The "Tour of Duty" for those employees of the Water Division who are assigned to the Water Treatment Plant will be that tour of duty posted on the bulletin board in the Water Treatment Plant.

C. WATER TREATMENT PLANT MANAGER

The Water Treatment Plant Manager will not operate the Water Treatment Plant unless the employees are unavailable to perform said work or in case of emergency as determined by the work situation that requires immediate attention.

D. FILL-IN OPERATOR

His tour of duty is ordinarily day shift, but he will work in case of sickness, vacation, or any other causes on the shift that he is needed. He will take his time off in the pay period that he works so not to exceed eighty (80) hours per pay period.

E. When employees are assigned the duties of the Water Treatment Plant Manager or Water Utilities Supervisor in the Water Stock Room, they shall be paid a five percent (5%) increase beginning on the first day of their assignment.

F. During the term of this agreement, the parties agree to experiment with the use of flex-time on a department/division-wide or individual basis. The establishment of any flex-time work schedule shall be at the discretion of management and with the agreement of the participants and the Union. Any flex-time work schedule established under this provision shall be reviewed and approved by the Labor-Management Committee before it goes into affect and it shall be reviewed periodically thereafter by members of the Labor-Management Committee to insure that it is meeting the goal of improved service to the public while protecting the interests of bargaining unit members. Either party may terminate any flex-time work schedule established under this Article upon adequate notice to the other party.

## **Article 17. Safety Program**

A. There shall be a Safety Committee consisting of two (2) members from City and two (2) members from Union. The Committee shall meet to update and review the present safety program, and to consider claimed safety or health problems, not less than every ninety (90) days; with no loss of pay or benefits to any Union participants. The Committee may determine to conduct an inspection in connection with its consideration of claimed safety or health problems.

B. Safety is a mutual concern to the City and the Union. Therefore the parties will encourage employees to observe all safety rules and practices necessary to maintain a safe and healthy workplace.

C. All employees shall promptly report any unsafe conditions to their supervisors. If any employee believes a job and/or vehicle is hazardous to his health and safety, or the health and safety of other employees or the public, he may request that his Union representative be called to discuss the matter with his immediate supervisor. The City shall promptly call the representative to attempt to resolve this matter.

D. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report on a form furnished by the City. No matter how slight the incident, all such injuries should be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the City. The supervisor shall provide assistance to employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the employee.

E. Employees are responsible for observing safety rules and regulations and for performing their jobs in a safe manner so as to avoid injury to themselves and other persons.

F. Within thirty (30) days of the execution of this Agreement, the parties shall forward the names of their respective safety representatives to the other party. All names of Safety Committee representatives shall be kept current.

G. Notwithstanding the provisions of this article, the parties may address safety issues at Labor Management meetings.

## **Article 18. Disciplinary Procedures**

A. The City will not suspend a bargaining unit member without pay for more than three (3) days, discharge a bargaining unit member, or implement a disciplinary reduction in pay or position without just cause. All matters of discipline which include a recommendation of a suspension or termination shall be heard in the first instance by the Mayor. Disciplinary actions resulting in lost wages of three (3) days or less may be appealed to Step 3 of the grievance procedure. These matters shall not be taken to arbitration or grievance mediation. If a member wishes to appeal the Mayor's decision on a disciplinary action resulting in lost wages of more than three (3) days the Union shall, within 30 days of the Mayor's decision, proceed directly to Step 4 of the Grievance Procedure. At the Union's request the Law Director will meet with the Union to discuss any issues related to the discipline prior to the expiration of the 30 day period.

B. A bargaining unit member has the right to request Union representation at a disciplinary hearing, or an investigatory interview if there is a reasonable basis that the interview may lead to disciplinary action of that member. In the event the member does not request or refuses Union representation at a disciplinary hearing or investigatory interview, the Union has the right to be present to observe. The Union has the right to be present to observe when the City initiates an investigatory interview if there is a reasonable basis that the interview may lead to disciplinary action of any bargaining unit member.

C. Copies of written disciplinary actions shall be furnished to the Union President within twenty-four (24) hours.

D. Except as otherwise provided herein, the right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede the right which otherwise would exist to pursue disciplinary matters through civil procedures.

E. The City agrees to practice progressive corrective discipline except in cases where the infraction requires more severe discipline.

F. Disciplinary actions which occurred more than two (2) years prior shall not be used to enhance or increase the degree of any current discipline. For the purpose of this provision the two (2) year period shall begin to run from the date the prior discipline was actually administered.

#### **Article 19. Evaluation**

The City may continue to evaluate non-probationary employees at least semi-annually. Employees shall receive a copy of all evaluations at the time they are evaluated and said evaluations must be reviewed jointly by the employee and the evaluator(s) before the evaluation becomes a permanent part of the employee's record. Negative evaluations shall be supported by written citations to specific examples to support the conclusion of the evaluator.

#### **Article 20. Layoff and Recall**

A. The City reserves the right to determine whether or not to lay off employees for lack of work, lack of funds, or the abolishment of jobs for reasons of economy and efficiency. However, whenever the City decides to reduce the number of employees, the City shall give the Union under normal circumstances ninety (90) calendar days written notice of its intent to lay off, and shall, on request, meet with the Union thereafter to discuss alternatives, if any, to the layoff. If the City is facing a hardship and must act sooner than ninety (90) calendar days, the City shall give the Union notice and the parties shall meet as soon as possible. If, after considering any alternatives proposed by the Union, the City decides to implement a layoff, then the procedure outlined in this Section shall be followed. The City may determine the job classifications and the number of employees to be laid off.

B. Emergency, temporary, seasonal, student, casual, and part-time employees in affected classifications in affected departments/divisions shall be laid off before bargaining unit employees in the same classification in the same department/division.

As among bargaining unit employees, the order of layoff within affected classifications in affected departments/divisions shall be: (1) initial hire provisional employees; (2) regular part-time employees; (3) regular full-time employees who have not completed their probationary period; (4) other regular full-time employees. Within each of these groups, layoffs will be in reverse order of seniority within each classification - that is, the last person hired into the classification shall be the first to be laid off. An employee who is laid off shall be allowed to bump laterally or downgrade to any vacancy for which he/she is qualified.

Absent such a vacancy, or by agreement of the City if no vacancy exists, the employee shall be allowed to exercise bumping rights as follows:

1. Bumping shall be limited to bargaining unit classifications listed in Appendix A, first in the department/division of layoff, then across city-wide departments/divisions.
2. Bumping shall be limited to lower or equal rated jobs for which the employee is qualified and which are in the employee's department/division, except that:
  - a) Any qualified employee may bump into a laborer job.
  - b) Administrative clerical and finance clerical employees may bump to any lower-rated administrative clerical or finance clerical job for which they are qualified.
  - c) A more senior laborer may bump a less senior laborer.
3. Classification seniority shall determine who is laid off within a classification. Department/division seniority shall determine whether an employee may bump into a lower or equal rated classification in his department/division in accordance with the above procedures. City seniority shall determine whether an employee may bump into a laborer job or into a job in another equal or lower rated job in another department/division for which he would be eligible under these procedures.
4. Departments/divisions for layoff purposes shall be:
  - a) Community Development
  - b) Grounds Maintenance
  - c) Engineering
  - d) Parks and Recreation
  - e) City Garage
  - f) Streets
  - g) Water and Sewer
  - h) Sanitation
  - i) Building Maintenance

- j) Technical Services
- k) Utility Billing
- l) Income Tax
- m) Finance
- n) Data Processing
- o) Police
- p) Fire
- q) Electric
- r) Human Resources

C. City seniority shall be defined as continuous paid or approved unpaid service with the City since the employee's most recent date of hire. Department/division seniority shall be defined as continuous paid or approved unpaid service in the department/division since his most recent date of assignment to the department/division. Classification seniority shall be defined as continuous paid or approved unpaid service in the classification since the employee's most recent date of promotion to the classification. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin.

D. In the event an employee is laid off or not recalled in violation of this article, then the remedy shall be reinstatement with back wages less all interim earnings, including unemployment compensation and any other governmental benefit payments.

E. Each employee to be laid off shall be given advance notice of the layoff by the City. Such written notice shall be hand delivered to the employee at work or mailed, certified mail, to the last address on file with the City at least twenty-one (21) calendar days before each layoff. Each notice of layoff or displacement (bumping), shall contain the following information:

1. The date of layoff or displacement (bumping) becomes effective;
2. The employee's seniority date in the classification;
3. The right of such employee to appeal through the Grievance Procedure by filing a grievance at Step 2, and the time within which to file an appeal (ten(10) calendar days);
4. A statement advising the employee of the right to displace (bump) another employee and the length of time within which the employee may displace (bump) another employee will be seven (7) calendar days;
5. A statement advising the employee of the right to recall or re-employment.

F. The names of persons who have been laid off shall be placed on layoff lists by classification by the City, in order of seniority, in reverse order of procedure for layoff. Said layoff lists shall be maintained and any laid-off employee shall be eligible for recall/re-employment for two (2) years.

G. An employee on layoff will be given up to fourteen (14) calendar days notice of recall (from the date on which the City sends the recall notice to the employee) by certified mail to his/her last known address as shown on the City records, and in accordance with the provisions of Section D. An employee who cannot return because of reasons which would qualify for sick leave must so advise the City within the fourteen (14) calendar day period. The employee then shall be given an additional fourteen (14) calendar days to return if he/she reasonably can expect to return within that time. A laid off employee will be recalled to the first available job in his/her job classification series that he/she is qualified to perform in accordance with his/her seniority, except that the employee has no right to be recalled to a position with a higher rate than the position from which he was laid off. However, the City, in its sole discretion, may recall any employee to a position with a higher rate of pay than the position from which he was laid off. For the purpose of recall it shall be the employee's responsibility to have a current address on file with the City. An employee 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 sickness will prevent him from accepting the job, he may pass on the vacancy and stay on the recall list.

H. Recall lists shall be kept current by the City and posted on bulletin boards agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists, as they are made current by the City.

I. Any laid-off or displaced (bumped) employee, or an employee claiming failure to recall may file an appeal of such action with the City by filing a grievance through the Grievance Procedure starting at Step 2. Such appeal must be filed no later than fourteen (14) calendar days after mailing or personal delivery of said written notice of layoff or bumping. The right to appeal through the grievance procedure is in lieu of and shall supersede any right the employee otherwise would have to appeal to the Civil Service Commission or court.

J. Upon recall to any position in the city, the recalled employee shall have restored all accruals of sick leave, vacation and seniority in effect on the date of the layoff. If an employee returns to a different position, department, classification or division, the employee's seniority will be determined pursuant to Article 7. An employee on layoff status shall have no greater right to receive cash benefits for accrued and unused vacation than if the employee were on active status. No employee on layoff status will be eligible for terminal cash out of any other benefit.

## **Article 21. Posting and Promotion**

A. When the City decides to fill a vacancy in a bargaining unit classification, it promptly shall be posted for seven (7) working days on a bulletin board used by employees in each department/division. If employees within or without the department/division where the vacancy occurs want to be considered for promotion to vacancies while on leave, vacation or layoff, they shall file, with the department/division head in the department/division where the vacancy occurs, a bid for the jobs in which they are interested.

- B. The job posting shall state:
  - 1. Date of posting
  - 2. Date and time of bid deadline
  - 3. Maximum and minimum rate of pay
  - 4. Shift hours
  - 5. Regular work week
  - 6. Experience and other requirements and qualifications
  - 7. Title of job and department/division

C. Employees within or without the department/division where the vacancy occurs who wish to be considered for a vacancy must file a written bid with the department/division head in the department/division where the vacancy occurs within the established seven workday bid period.

D. When three (3) or more bargaining unit members bid on a vacant job and are willing to accept said vacancy, the vacancy shall be filled pursuant to the terms below. Employees who have bid on vacancy shall be selected according to qualifications, past performance, experience, and seniority. Order of consideration will be: full-time employees within the department/division; full-time employees outside the department/division; regular part-time employees within the department/division; regular part-time employees outside the department/division. The City agrees that, in implementing this paragraph, the evaluation process shall include a series of questions designed to test the job knowledge of the candidates. The City shall consult with the Union in determining appropriate subjects to be included in the evaluation process. Nothing herein shall be construed as prohibiting the City from asking other questions designed to test the qualifications, past performance, experience, and seniority of the candidates.

E. The qualifying or probationary period shall be up to 140 days. An employee who fails to qualify within 140 days shall move back to his prior classification or prior job status. Also, the City may disqualify an employee in less than 140 days. Determination of whether an employee shall be disqualified shall be entirely at the discretion of the supervisor so long as he/she acts in good faith. An employee promoted or transferred to a new position may, at his/her request and with the approval of the City, be returned to his/her prior classification within 30 actual working days of the promotion or transfer.

F. The right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede any right which otherwise might exist to pursue promotion matters through civil service or court procedures. For interdepartmental/interdivisional bids, the director of the appropriate department/division shall have the final say on disputes involving bids. Director shall be the Mayor and/or members of cabinet.

G. Where two or less employees bid on a vacancy within the City, City may, at its discretion, elect to fill such vacancy pursuant to civil service law. If, however, three or more employees within the City bid on a vacancy and are willing to accept said vacancy, the vacancy shall be filled pursuant to Paragraph "D" above.

H. Members advancing from one pay range to another shall be placed in that step of the new range, consistent with their years of service, which provides the member an increase in compensation over the member's compensation in the range from which he advanced closest to 5% but in no instance more than 7% unless Step A of the new range exceeds 7%, in which case the member shall be placed in Step A.

## **Article 22. Sick Leave and Other Leaves**

### **SECTION 1. SICK LEAVE**

A. All full-time employees of the City included in the bargaining unit shall be entitled for each completed month of service to sick leave of one and one-quarter work days (ten [10] hours) with pay. Employees may use sick leave upon approval of their department/ head or division head for absence due to illness or injury of the employee or employee's immediate family, or when through exposure to a contagious disease, the presence of an employee at his job would jeopardize the health of others.

Sick leave shall not be used for work related injuries.

Sick leave taken shall be deducted on an hour-for-hour basis from the employee's accumulated sick leave.

Sick leave shall be cumulative.

B. The City, in its discretion, may require that any employee requesting sick leave furnish or submit to any or all of the following before he shall be approved any request for sick leave.

1. A detailed statement from the employee specifying:
  - a) The exact nature of any claimed illness or injury.
  - b) The name, address and telephone number of any medical practitioner treating said illness or injury.
  - c) The anticipated number of sick leave days required to treat said illness or injury.
2. A medical report from the members treating physician containing the information specified in (1) above.
3. That the member submits to a physical examination by a physician of the City's choice.

C. An employee who reports himself absent from his assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his absence, nor may he return to such outside employment until he returns to work or receives permission from the department/division head.

D. Should it be determined by proper medical authority that the employee will not be able to perform the essential functions of their position, the City has the right to

require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status regarding their ability to perform the essential functions of their position between the employee's physician and the City's physician, the issue shall be submitted to a third physician selected by both parties specializing in occupational medicine, who's decision shall be final and binding. Fees and expenses of this physician shall be paid by the City.

E. Upon retirement from active service with the City and with ten (10) or more years of service with the City, the employee shall be paid in cash for 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 employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee. An employee who has qualified for a service pension under the rules from the Public Employees' Retirement System 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) consecutive, equal and annual payments of up to three hundred twenty (320) hours during the final three (3) years of employment with the City. 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/division head and the Director of Finance of this election at least thirty (30) days prior to the first distribution of funds. The third and last payment will not be distributed to the employee until the employee has separated his employment with the City. The City understands that incidents beyond an employee's control may occur that may prevent an employee from retiring as planned, and this in no way implies that an employee must retire. 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.

F. Definition of immediate family, for purposes of this article, shall be spouse, children and employee's parents. At the City's sole discretion the definition of immediate family may be broadened due to unique and unusual circumstances. Any application of this provision will not constitute a past practice.

G. No employee shall receive sick leave during their first ninety (90) days of employment while on probation as a new employee. After completion of the ninety (90) days probation period employees who are retained by the City shall receive credit for the hours worked during the ninety (90) days of service toward their sick leave.

An employee who is discharged for cause and is rehired at some later date shall lose all of his prior sick leave and shall start to accumulate sick leave benefits as any other new employee. An employee who leaves the employment of the City for any reason other than being discharged shall receive credit for his unused sick leave

accumulated during his prior service after he has completed ninety (90) days of his new employment.

H. An employee who is on layoff, disability leave or retirement, suspension, or leave of absence, shall not accrue sick leave credit for the time he is off the payroll.

I. When an employee is incapacitated and is unable to report for work, he (or, if he is unable to act personally, some other person acting on his behalf) shall notify by telephone or other means of communication, his supervisor (or, if the supervisor is not scheduled on duty before the employee's shift starts, another person designated by the City) before the start of his shift at a time designated by the department/division head on each day of absence, unless the employee is hospitalized, in which case daily call-in is not required. An employee will not be paid for days on which he fails to give timely notice.

J. In special and meritorious cases, sick leave may be extended if approved by the responsible department or division head, and the Service Director, but only if the employee has a minimum of five (5) years of service credit and at least forty-five (45) days sick leave credit at the beginning of his illness or injury. Such extensions of sick leave may be granted in whatever amounts the Service Director deems reasonable but in no case shall the extension of leave be greater than the amount of sick leave the employee has to his credit at the beginning of his illness or injury without authorization by ordinance of Council. Any such request for extension shall be made in writing by the department/division head and Service Director and shall have attached thereto a medical certificate or satisfactory affidavit.

K. Sick leave, by reason of death of an employee's family member, shall be granted as follows:

1. Spouse, or Child  
or person for whom the employee  
is *in loco parentis*.....Maximum of two (2) weeks
2. Parent, Parent-in-Law,  
or person in loco parentis to the employee,  
Sibling.....Maximum of five (5) days
3. Siblings-in-Law, Aunt, Uncle, Grandparents,  
Grandchildren .....Maximum of three (3) days
4. All other relatives .....Maximum of one (1) day

Employees may also elect to use any other form of leave, instead of sick leave, due to the death of a family members, subject to the terms and conditions for use of such leave as provided in this agreement.

For purposes of this agreement "*in loco parentis*" means that the person is in the lawful place of a parent and is charged, legally and factually, with a parent's rights, duties, and responsibilities.

Sick leave for illness in the immediate family shall be limited to a maximum of two weeks unless special permission for additional time is granted by the Service Director. The employee must provide satisfactory evidence of the need to use sick leave for death or illness in the immediate family.

An employee who returns to full-time employment after having been on leave of absence shall receive prior service credit immediately.

L. In the event an employee's principal residence is made unsafe for occupancy, uninhabitable, or destroyed due to a force of nature, fire, act of war, or act of terrorism, the employee shall, upon approval of the department/division head, which approval shall not be unreasonably withheld, be granted a maximum of 80 hours of sick leave use, to attend to the employee's family and other affairs resulting from the above-described occurrence.

(m) A regular full-time member with three or more years of service with a sick leave balance of at least 320 hours at the beginning of the calendar year for which this sick leave incentive program applies shall have the following options with regard to accumulated sick leave.

- (1) Allow the unused sick leave balance earned to accrue to the employee's sick leave balance.
- (2) Receive a cash benefit as follows by selling 40 hours of sick leave at the following rates based on the amount of sick leave used in the calendar year:

Sick Leave Used:	Rate of Sale of Sick Leave:
0 hours	40 hours at 100% of value
>0 up to and including 8 hours	40 hours at 75% of value
>8 up to and including 16 hours	40 hours at 60% of value
>16 up to and including 24 hours	40 hours at 50% of value
>24 up to and including 32 hours	40 hours at 25% of value

The value of sick leave being sold under this provision shall be determined by the member's hourly base rate of pay for the year in which the sick leave incentive was earned.

Employees meeting the above criteria must notify the Finance Department by January 15 of the year following the year for which sick leave incentive payment is sought and the cash disbursement shall be made on or about February 15.

## SECTION 2. OTHER ABSENCES

A. Injuries – An employee absent from work due to an injury received in the course of, and arising out of, his employment with the City, and for which injury he is eligible to receive weekly benefits (with the 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 his regular straight-time pay for up to twenty (20) weeks, but shall receive no pay other than workers' compensation thereafter. 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.

B. Jury Duty – Full-time, permanent employees who are compelled to be absent from work resulting from serving on any bona fide jury shall upon approval by their department or division head, receive full pay during the period of such jury duty; however, that a deduction may be made to the extent of any sums said employee may receive for such jury duty.

Bargaining unit employees who are compelled to appear in court because of being subpoenaed for a work-related incident or an incident that occurred during working hours shall receive full pay for time absent from work as long as the employee is not a party to the action or in actions brought by the union.

C. Military Service

1. a) All full-time, permanent employees who are members of the Ohio National Guard, the Ohio Organized Militia, or other reserve components of the Armed Forces of the United States of America, shall be entitled to military leave from their respective duties for such times as they are on mandatory field training for a cumulative period not to exceed one month in any calendar year, or when such employees are called to mandatory active duty.

b) As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two eight-hour work days or 176 hours within one calendar year or for twenty-four hour shift employees eleven twenty-four hour work-days or 264 hours within one calendar year.

2. Such employees shall receive, in addition to military pay and allowances, full wages from the City during their period of absence due to military service provided, however, that a deduction will be made to the extent of any sums said employees receives as base pay for such military service. Reimbursed expenses, travel and subsistence pay and all other similar allowances shall not be considered in determining the amount of pay received for such service, training or active duty. The base daily rate of military pay to be received by the employee will be certified by their commanding officer and turned into the Payroll Officer prior to an employee leaving for said assignment. For employees on mandatory field training, said payments shall continue for the period of such service up to twenty-two eight-hour work days or 176 hours within one calendar year or for twenty-four hour shift employees eleven twenty-four hour work-days or 264 hours within one calendar year; for employees called to mandatory active duty, said payments shall continue for the period of such service up to one year.

3. Should the base military compensation exceed the regular base compensation received from the City, no compensation from the City will be issued while said employee is on military leave.

4. Any City employee, at the election of the employee, may credit all or any portion of such military leave against the employee's regular annual vacation and for such period so charged the employee shall receive regular vacation pay without deduction for pay received for such service, training or active duty.

5. The Finance Director is authorized to make such payment as are appropriate to continue the health care benefits for dependents of any City employee called to active duty in the Armed Forces of the United States of America in excess of one month. Said payment shall continue for the period of such service up to one year.

6. Nothing herein shall prohibit the City from extending further military service benefits by ordinance.

D. Unpaid Leave of Absence – An employee may be granted an unpaid leave of absence by the department/division head. Such request must be submitted in writing and must be approved by the Service Director.

E. The Director of Law or his designee 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 City. Administrative Leave shall be leave with full pay and benefits. 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. The City shall notify the Union within two (2) working days that a member has been placed on administrative leave.

### SECTION 3: REGULAR PART-TIME EMPLOYEE LEAVE

A. All regular part-time employees of the City included in the bargaining unit shall be entitled to .027 hours of earned leave for every one (1) hour of straight time (overtime hours not eligible for earned leave) actually worked. Accumulated earned leave may be used by the employee in lieu of any work hour(s) and will be deducted on an hour for hour basis, with the approval of the department/division head for vacation, holiday, illness of the employee or the employee's immediate family or personal leave, and the designated use will be in accordance with all applicable terms of this agreement, policies and procedures of the City.

B. Earned leave shall be cumulative.

Employees who leave the service of the City as regular part-time employees will not be compensated for any earned leave accumulated but not used.

If an employee obtains full time employment with the City, the accumulated earned leave shall be added, hour-for-hour, to the employee's compensatory time.

### **Article 23. Family and Medical Leave**

The benefits of the Family Medical Leave Act of 1993 and its amendments will be provided to each member as stated therein.

### **Article 24. Overtime**

A. "Overtime Work" shall mean hours or fractions thereof which are worked by an employee in excess of eight (8) hours per day or forty (40) hours per week. Except for employees on an incentive program, in which case, overtime shall mean time worked in excess of their tour of duty as outlined by superintendent or department/division head. However, employees on an incentive program shall be paid at the overtime rate if they are required to work in excess of eight (8) hours per day due to a force of nature or

mechanical failures, that prevent the employees from continuing to work, not the fault of the employees, as determined by management. The City may require employees to work overtime when volunteers have not been found in accordance with this Article.

B. "Overtime Compensation" shall mean one and one-half times the hourly compensation rate established for the pay range. Overtime compensation may be selected by an employee in the form of compensatory time. However, as with all leaves, the department/division head must approve the time off in advance. The employee must make this election within the pay period in which the overtime was accumulated. No member of the bargaining unit shall be permitted to accumulate compensatory time off in excess of one hundred twenty (120) hours which shall be used within one hundred eighty (180) days after it is earned. Any overtime worked after the maximum compensatory time accumulation shall be paid as set forth in this Agreement.

C. Equalization of overtime and the posting of same shall be followed by all departments/divisions within the City. The department/division head and the steward shall review and agree on the equalization prior to posting on Thursday of each week. "Equal Distribution" of overtime shall mean that the variance of charged overtime shown for each employee on the overtime list shall not exceed twenty-four (24) hours. Overtime actually worked while on standby duty shall not be counted for overtime equalization purposes unless employees in addition to the employee on standby are also worked overtime.

D. "Overtime List" shall mean a list of qualified employees as defined in this provision initially arranged in order of seniority and posted with hours of overtime against each employee.

E. "Rotating" shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime is required. However, when employees are working on a specific job, this Section will not apply if overtime is anticipated to be one (1) hour or less.

F. "Charged Overtime" shall mean that overtime offered to an employee who is unavailable or refuses.

G. Probationary - Seasonal - Temporary - Part-Time Employees: Subject to the preceding Sections, a probationary, seasonal, temporary or part-time employee shall not be called in or assigned overtime work unless no regular full-time employee within the department/division where overtime is worked has accepted the overtime. A new employee, who has become eligible for overtime, shall be charged with one hour more than the highest number of charged overtime hours in their division, department or classification, pursuant to past practice or mutual agreement of the parties, and the employee's name shall be placed on the rotating overtime list accordingly.

H. All computations for payment of overtime shall include credit for paid authorized leaves, except sick leave that is not pre-authorized, unless the sick leave is used as a result of a prolonged period of overtime necessitated by emergency conditions such that the employee is incapable of working his or her normal shift. Notwithstanding the foregoing, in the case of mandatory overtime, computations for payment of overtime shall include credit for sick leave.

I. In the event sufficient employees do not accept the overtime assignment, the overtime shall be filled by a qualified employee in the department, job classification, and shift, in the reverse order of seniority and such employee shall be required to work the overtime. Such overtime must be offered before the employee's normal quitting time.

## **Article 25. Standby and Winter Program**

### **STANDBY**

A. One (1) employee in the Water Utilities Division, one (1) employee in the Street Division one (1) Meter Reader in the Utility Billing Division and one (1) employee in the Technical Service Department will be assigned on a standby emergency basis for one (1) week at a time in rotation. The Employee assigned in the Water Utilities Division will be paid three (3) hours at his/her regular rate on weekdays and eight (8) hours at his/her regular rate on Saturdays, Sundays and holidays. The Employee assigned in the Street Division will be paid two (2) hours at his/her regular rate on weekdays and eight (8) hours at his/her regular rate on Saturdays, Sundays and holidays. The Meter Reader and employee assigned in the Technical Service Department will be paid two (2) hour at his/her regular rate on weekdays and five (5) hours at his/her regular rate on Saturdays, Sundays and holidays.

B. In the Water Division and Technical Service Department, standby emergency service will run for the full year. In the Street Division, the standby emergency service will run when the Winter Program is not in session.

C. Each man working on emergency standby will be selected through equalization of the standby list. If an employee declines or is unable to accept standby emergency work, they shall move to the bottom of the rotation.

D. The standby employee, if called out to perform necessary work, will be paid at the rate of time and one-half for actual hours worked, which means portal to portal, and, in addition receive standby emergency hours as set forth in Paragraph A.

E. Standby duties may be required of any employee in accordance with this Section. In the event sufficient employees do not accept the standby assignment, the assignment shall be filled by a qualified employee in the department, in the reverse order of seniority, and such employee shall be required to work the standby assignment. Such an assignment must be offered before the employee's normal quitting time prior to the assignment commencing, except during Winter Program when the the assignment will be offered prior to the end of second shift.

F. An employee may become eligible for placement in the order of rotation upon completion of one (1) year full time service or at the discretion of the City based upon his/her capabilities.

G. Call-In Pay: If an employee who is not on standby is called in to work outside of his/her regular working hours and the call-in is more than one (1) hour before the start of his/her shift, he shall receive a minimum of two (2) hours regular pay for time spent on the job or time and one-half for hours actually worked, whichever is greater.

WINTER PROGRAM

A. In the Street Division there shall be a special staffing of the division for the purpose of snow and ice control. This program shall begin no sooner than the first Monday after Thanksgiving and end no later than the third Monday in April of the following year. The special staffing shall mean that employees shall be assigned to three (3) shifts in order to provide twenty-four (24) hour coverage for snow and ice control as well as to perform other normal duties of the Street Division. For the purpose of implementing the Street Division Winter Program, the City shall establish shifts within the time period specified below:

	<u>Starting Time</u>	<u>Ending Time</u>
1st (Day) Shift	Between 6:00 AM & 8:00 AM	Between 2:00 PM & 4:00 PM
2nd (Afternoon) Shift	Between 2:00 PM & 4:00 PM	Between 10:00 PM & 12:00 AM
3rd (Night) Shift	Between 10:00 PM & 12:00 AM	Between 6:00 AM & 8:00 AM

Employees who wish to sign up according to seniority for the above shift preferences shall be afforded that opportunity on a roster posted on the lunchroom bulletin board at the Street Division on or before November 1st. Once established, said shifts shall continue throughout the Winter Program unless mutually agreed otherwise.

Employees in the classifications of Laborer, Street Maintenance Worker and Collector of both Street and Sanitation Divisions shall be afforded the opportunity to choose the above shift preferences by using accumulated Winter Program seniority.

B. The City will use its best efforts to give five (5) days notice prior to the start and end of the Winter Program.

C. Shift differentials shall be paid in accordance with Article 32, Section B.

D. Each shift shall work a five (5) day work week (Monday through Friday). Prior to the end of each shift on Friday (or on the day preceding any holiday), City may schedule employees to work on Saturday and/or Sunday and/or holidays, if inclement weather is expected or other necessary work is required. For Saturdays, Sundays or holidays on which no shifts are scheduled to work, a standby person shall be assigned and paid pursuant to the Standby Section of this Article. Standby personnel assigned during the Winter Program shall be selected from the overtime equalization list.

E. City may utilize one or more persons to perform welding and repairs to snow removal, ice control and other Street Division equipment, and shall be paid at the rate of Pay Range 14, Step 4, and in accordance with the member's years of service, during the hours the employee works on such welding and repairs. Said work shall be assigned through a division job posting and said assignment shall be made per classification seniority provided the employee to be selected is qualified by possessing demonstrable ability to perform the welding and repair duties required of the position.

F. Street Division employees in the classifications of RPT, Laborer and Street Maintenance Worker may be assigned to the Sanitation Division outside of the Winter Program period for the purpose of assisting with heavy work loads.

## Article 26. Holidays

A. All full-time, permanent employees of the City in the Union's bargaining unit shall be granted with pay the following legal holidays:

New Years Day  
Martin Luther King Day  
Presidents Day (3rd Monday in February)  
Good Friday  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day (first Monday in September)  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Day before Christmas  
Christmas Day

B. Personal Leave Days – After successful completion of one year of employment, all members of the bargaining unit shall annually receive three (3) personal days, which may be taken subject to approval of the department/division head. These days (Personal Leave Day) are in addition to the designated holidays listed above.

C. In the event that any of the aforementioned holidays fall on Saturday, the Mayor, at his discretion, may proclaim the previous day as the holiday. In the event that any of the aforementioned holidays fall on Sunday and are celebrated on the following Monday, the holiday herein granted to the employee for said holiday shall carry over and be granted for the day on which said holiday is celebrated. It is the express intent that an employee shall receive only one (1) day's pay for a holiday falling on Saturday or Sunday. If Christmas Eve falls on a Saturday, Sunday, Tuesday or Thursday, it may be celebrated the following work day to be celebrated as Christmas holiday. The 31st day of December shall be a regularly scheduled working day.

D. Any employee required to work on said legal holiday shall be paid eight (8) hours for the holiday and in addition thereto one and one-half times the actual hours worked up to eight (8) hours and two times the actual hours worked in excess of eight (8) hours. If an employee takes sick leave on the scheduled work days immediately before and after the holiday, the employee must provide written documentation from a medical provider to support the sick leave in order to retain entitlement to the holiday pay as provided in this paragraph.

E. If an employee does not work on a holiday, the employee must work the scheduled work days immediately preceding and following a holiday to receive holiday pay, unless the employee's absence on the days preceding and following the holiday is due to vacation, approved compensatory time, approved personal leave, approved funeral leave or extended sick leave, preapproved sick leave with medical documentation, or the employee was absent two (2) days or less during the six (6)

months immediately preceding any holiday. For the purpose of this paragraph, "extended sick leave" shall mean three (3) days or more. However, the use of approved sick leave for a period of time not greater than four hours on a day preceding or following a holiday, not used to extend the holiday, shall not count against an employee for the purpose of this paragraph.

For the purpose of this section, 'scheduled work day' for the Sanitation Utilities Division shall include all days designated by the Director of Public Service as sanitation pickup days.

F. All employees who work on Easter Sunday shall be paid one and one-half times (1 ½) the base rate of pay for hours actually worked. Paragraph D of this Article shall not apply to this paragraph.

G. For those who do not work a "normal work week" as defined in Article 16, and a holiday falls on the employee's regularly scheduled day off, the employee will be paid eight (8) hours for the holiday or may elect to receive eight (8) hours of comp time if requested within the pay period in which the holiday occurs.

**Article 27. Vacations**

A. Full-time permanent employees included in the bargaining unit shall be entitled and allowed vacation with pay after approval by his supervisor according to the following schedules and providing that one full year of service to the City has been completed:

After Years of Service	Number of Weeks Vacation
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
21 years	5 weeks and 1 day
22 years	5 weeks and 2 days
23 years	5 weeks and 3 days
24 years	5 weeks and 4 days
25 years	6 weeks

The effective date for the additional vacation days provided in years 21 through 24 is January 1, 2016.

An employee shall be deemed to have completed an additional year of service on the anniversary date of his employment, adjusted to reflect any periods during which vacation was not accrued in accordance with paragraph G of this Article. This "Number of Weeks Vacation" refers to the number of weeks that an employee may take as vacation in the calendar year in which he will have completed the specified number of years of service.

B. The vacation sign-up shall be posted between January 1 and the end of February of each calendar year in order for employees to select their vacation preference,

to take their vacation anywhere from March 1 to the end of February of the following year.

C. Seniority within the department/division shall be the determining factor in the preference and scheduling of bargaining unit members' vacations. In the event that a department/division has subdivisions, as in the Water Division (i.e. Water Treatment, Water Stockroom and Sewer) seniority within the subdivision shall be the determining factor in the preference and scheduling of bargaining unit members' vacations.

D. Employees not signing up or selecting their vacations by the end of February of each year shall schedule their vacations according to whatever weeks are available and providing written approval has been obtained from the department/division head at least one week in advance of the vacation dates requested.

E. An employee may carry over into the following year with the approval of his department or division head and certification to the Finance Department, one-half of his previous year's vacation, however, an employee may carry this vacation into the following year only.

F. Legal holidays shall not be included in computing the length of vacations.

G. An employee who is on sick leave or workers compensation shall receive credit for such time toward vacation as if he were working his regular hours. An employee who is on layoff, leave of absence without pay, or on suspension shall accrue no benefits toward vacation for the time he is not working.

H. An employee who terminated his employment for any reason other than being discharged shall retain all of his prior service for determining vacation due him on January 1st next following one full year of continuous service. An employee who has been discharged for cause and is rehired shall receive none of his prior service credit for determining vacation time. An employee who is being hired on a full-time permanent basis after having worked as a cooperative employee, temporary employee, or part-time employee shall receive no credit toward vacation time for his prior part-time or temporary service. An employee who leaves employment of the City for any reason other than being discharged for cause shall receive a lump sum payment for unused accrued vacation time due said employee at the then current rate of pay.

I. In the event an employee of the City resigns, retires, or dies, he or his estate shall be credited with such earned and unused vacation time he would have been entitled to take in the calendar year in which he resigned, retired or died. Such employee or his estate shall be paid for any unused vacation as of the last working day, together with any banked or carried over vacation time in accordance with this Article.

J. Vacation days may be charged with absence for sickness, injury, or disability in excess of what those absences will allow, if the department/division head approves the request of any bargaining unit member.

K. Members of the Bargaining Unit who have completed one (1) year of service with the City and who qualify for two (2) weeks of vacation shall be permitted to bank a maximum of one (1) week of unused vacation time per year. Members who qualify for three (3), four (4) or five (5) weeks vacation shall be permitted to bank a maximum of two (2) weeks of unused vacation time per year. Members who qualify for six (6) weeks

vacation shall be permitted to bank a maximum of three (3) 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 time was earned. Members shall receive the sum of money for the weeks of vacation banked, which shall be paid to the member at the rate said weeks were earned, only upon their termination or retirement.

Members must designate prior to December 31st to the Finance Department whether their unused vacation time shall be banked or carried over pursuant to the terms of 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.

L. A member may sell vacation under the same terms and conditions as vacation banking set forth above except that:

- vacation may not be sold until the member has completed five (5) years of service with the City and has qualified for three (3) weeks vacation
- vacation may be sold in one (1) week increments only
- vacation must be sold in the year in which it is credited to the member, and
- a member may both bank and sell vacation, as provided herein, in the same year, so long as the member is qualified to do both.

## **Article 28. Medical and Hospitalization Benefits**

### 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 C (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 (HCC) achieved by consensus. "Consensus" is defined as each participating member of the HCC be at least 70% comfortable with the decision. All health care plan design, premium, and health care 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. MISCELLANEOUS

- A. 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.

- B. 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. “Immediate family” shall mean the member’s spouse and children who are dependent and covered under the City’s medical and hospitalization benefits as provided in this Article.

#### **Article 29. Life Insurance**

All members of this bargaining unit will be provided insurance benefits in accordance with plans selected by the City. Said life insurance benefits shall be in the sum of Forty Thousand Dollars (\$40,000), and the plan shall be substantially equal overall to the plan in effect in 1987. Life insurance benefits for future retirees will be Ten Thousand Dollars (\$10,000).

#### **Article 30. Tool Allowance**

A. On the first day of January in each year of this contract, the City shall cause to be set aside Four Hundred Dollars (\$400.00) for each Automotive Mechanic, Apprentice Mechanic and Two Hundred Seventy-Five Dollars (\$275.00) for each carpenter, and for each Parks and Falls River Square Section Leader for the purchase of tools to be used in their trade.

B. The employees will submit to the Finance Department a receipt or request for the purchase of these tools. After providing documentation as to the purchase of tools, the employee shall be paid within a month.

C. In the event that the entire amount of tool allowance is not spent, then, that amount remaining at the end of the year shall revert back to the City and be placed in the General Fund.

D. In the event an employee is employed after the first of the year, this tool allowance will be prorated from the date of his hiring to the end of the year.

E. Employees shall be responsible for loss of and negligent use of such tools.

#### **Article 31. Wages**

A. The hourly rates of pay for the bargaining unit members during this contract shall be as follows:

Effective July 1, 2015, employees will be paid wage rates in accordance with the schedule attached hereto as Exhibit B, which reflects a 2.0% wage increase per employee on July 1, 2015, a 2.0% wage increase effective January 1, 2016, a 2.0% wage increase effective July 1, 2016, and a 2.0% wage increase effective July 1, 2017.

Wages set forth in Exhibit B shall be effective through June 30, 2018, and all bargaining unit members shall also receive a one-time \$400 stipend as soon as practical following the ratification of this agreement.

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

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

B. As provided herein, employees who are regularly scheduled to work the second shift shall receive a shift differential in the amount of \$.25 per hour; employees regularly scheduled to work the third shift shall receive a shift differential of \$.30 per hour. Employees eligible for shift differentials will receive such differentials for all hours actually worked including approved time off, provided that no shift differential shall be paid for time worked on the reserve snow-plow program outside of the employee's normal shift.

C. Effective January 1, 2009, the wage charts attached hereto reflect the following one-time additional amounts added to the base rate of pay for longevity purposes.

<u>Years of Service</u>	<u>Benefit Amount</u>
5	\$ 00.10 per hour
10	\$ 00.10 per hour
15	\$ 00.10 per hour
20	\$ 00.10 per hour

Years of service refers to continuous years of service completed in Cuyahoga Falls as of the preceding January 1.

Employees who leave employment with the City in good standing on or before January 1, 2001, shall receive a pro-rated payment for longevity pay based on the number of days employed during their final year of service. Said amount shall be included in the employee's final pay to be paid within twenty-one (21) days from date of separation.

As of January 1, 2001, longevity paid by separate check will be eliminated and rolled into the base rate of pay. It is understood that the longevity due in December 2000 will be paid on the first non-payday Friday in July 2000. The Longevity payable to the members in December 2001 will be paid in January 2001.

D. Over and above the compensation listed for the employees in the Water Utilities Division, Division of Engineering and Community Development Department additional hourly compensation shall be added to the base rate of pay as set forth below.

To qualify for Class III, Class II or Class I water or sewer certificates, and the additional compensation paid therefor, employees must hold such certificates by virtue of having passed the examination given by the State of Ohio for operators of such classes. To qualify for the other listed licenses, certifications or registrations, and the additional compensation paid therefore, employees must hold such licenses, certifications or registrations issued by the State of Ohio, Department of Industrial Relations, Board of Building Standards, the State of Ohio Board of Registration for Professional Engineers and Surveyors and/or BOCA Property Maintenance and Housing Inspector Code.

The additional compensation shall be used to calculate overtime compensation, but will not be subject to cost of living increases.

Department	License, Certification, etc.	Additional Compensation
Water/Sewer Utilities	Class I-Water Distribution or Waste Water	15¢/hour
Water/Sewer Utilities	Class II-Water Distribution	25¢/hour
Community Development	BOCA Property Maintenance *	50¢/hour
Engineering Community Development	Building Inspector , Non Residential/Residential  Mechanical Inspector* Electrical Safety Inspector* Plumbing Inspector, Residential* Registered Surveyor*	85¢/hour
Engineering Community Development	Holding two or more of the licenses, certificates designated by an asterisk (*) above	\$1.10/hour total for all licenses held

Class, I, Building Official, shall be limited to one (1) for the department and shall be selected at the sole discretion of the Chief Building Official/City Engineer.

Any employee granted additional compensation under this section cannot decline or refuse to do any inspection duties for which he/she is qualified by virtue of the license they hold.

E. The City shall continue the system whereby it shall pick up the employee'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 procedures. This pick-up provision shall be without cost to the City and shall be for the purpose of defining employee tax liability. To accomplish this, the wage otherwise currently payable to the employee under this contract shall be reduced by the amounts of PERS pick-up. The employee's contract wage thus shall consist of two (2) components: (1) a currently payable ("cash") component and (2) a deferred ("pick-up") component, which shall be the amount of the employee'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 employee's wages shall still relate to his/her placement on the wage schedule.

F. All members will provide a bank, savings and loan or credit union account number for the direct deposit of the member's wages and compensations. If any member, for reasons beyond the member's immediate control, cannot obtain an account for such direct deposit, that inability shall not be a basis for disciplinary action. The member will provide the City with an explanation/refusal letter from the institution(s) that declined the member's request for an account. The member will make reasonable

efforts to obtain an account as soon as practicable. If, however, the member can immediately pursue a successful resolution to the inability and refuses or neglects to take such action, the City may pursue any disciplinary action available. If the member refuses or neglects to open an account and provide the appropriate information to the City, then the City may, at its sole discretion, open an account in the name of the member. The member will be responsible for all fees and charges of this account. The City shall provide the member with the necessary forms to effectuate the City's deposit into the member's account.

### **Article 32. Employee Assistance Program**

The "City" and "Union" recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the City's efficient and productive performance of his/her job duties and responsibilities. When a problem is identified, City and the Union will encourage the employee to seek professional assistance where necessary.

Records concerning an employee's treatment for alcoholism, drug problems or mental illness related problems shall remain confidential and shall remain separate from other personnel records.

If the City and the employee agree that the employee should be absent from work to participate in a program, the employee may use accumulated vacation time and sick leave if the nature of the employee's problem qualifies. Further, after exhausting these benefits, the City may advance sick leave benefits to the employee to an extent mutually agreeable between the City and the Union, provided that sick days borrowed will be repaid through future service, or in the event of termination, from wages and benefits due at time of termination.

This provision shall not apply to probationary employees.

### **Article 33. Coveralls and Uniforms**

#### **SECTION 1: UNIFORMS**

A. It is a management right for the City to require that members wear uniforms or other prescribed clothing while on duty. Failure of an employee to wear prescribed uniforms or clothing may be grounds for progressive discipline. The City shall provide uniforms for members to wear while on duty. The uniforms shall be provided either on a quartermaster system or the City will simply purchase clothing for the affected employees, and the City shall work with the bargaining unit in selecting the style of uniform to be worn, provided that the City's selection of a uniform style and associated equipment shall be final. All uniforms shall meet any and all safety related standards for the given positions involved. Any gear necessary for working in inclement weather shall be provided with City-provided uniforms. The City shall provide uniforms to members as follows:

B. The City shall furnish uniforms each calendar year for the purposes of identification in work-related areas that have direct interaction with the public for the following bargaining unit members.

Department-Division/Position	Pants	Shirts
UB Meter Reader	2	2
UB Utility Service Worker	2	2
Sanitation		5
Building Maintenance	2	2
Technical Service	2	2
Building Inspectors		2
Engineering Aides		2
Housing Inspectors		2
Cleaning Personnel (City Hall Day)	2	2

C. Department/division heads will make direct purchases or provide the employee with an approved list of vendors.

D. Uniform purchases with City logos/insignias purchased by the City is the property of the City and shall remain with the City when an employee leaves his/her position.

SECTION 2: CLOTHING ALLOWANCES

A. The City shall furnish \$150.00 each year, recognizing the allowance may change if mutually agreed upon by the parties, for the work-related clothing for the following bargaining unit members.

B. Department/Division Heads Will Make direct purchases or provide the employee with an approved list of vendors. Such items must be purchased in accordance with the City approved items list/vendor list. City logos/insignias will be incorporated onto clothing for City identification.

Department-Division/Position
Street
Water Stockroom
Water Treatment Plant
Park & Recreation
Grounds Maintenance
Falls River Square

C. It is a management right for the City to require that members wear clothing purchased under this section. Failure of an employee to wear such clothing may be grounds for progressive discipline.

SECTION 3: FOUL WEATHER APPAREL

A. Foul weather apparel as listed below will be provided to the following bargaining unit members upon completion of their probationary period, and replaced as needed.

Department-Division/Position	Raingear	Rubber Boots	Replacement Coat	Insulated Coveralls	Footwear
Sanitation	1	1	1	1	1
Technical Service	1	1	1	1	1
UB Meter Reader	1	1	1	1	1
UB Utility Service Worker	1	1	1	1	1
Engineering Aides	1	1	1	1	1
Building Department Inspectors.	1	1	1	1	1
Street	1	1			
Water Stockroom/Maintenance Mechanics	1	1	1	1	1
Water Treatment Operators	1	1			
Park & Recreation	1	1			
Grounds Maintenance	1	1	1	1	1
Building Maintenance		1	1	1	1
Falls River Square	1	1	1	1	1

B. Department/division heads will make direct purchases or provide the employee with an approved list of vendors.

C. Foul weather apparel purchased by the City is the property of the City and shall remain the property of the City when an employee leaves his/her employment.

SECTION 4: GARAGE

The City will provide Garage bargaining unit members with uniforms as done so in past practice.

Section 5: Police Records

The City will provide police record clerks with a department issued uniform.

## SECTION 6: RULES

A. Uniforms and work-related clothes provided on a quartermaster system shall be maintained by the City. Uniforms and work-related clothes provided by any other system shall be laundered and maintained by the employee; however, any replacements needed through normal wear and tear shall be provided and paid for by the City. Employee must turn in such items for replacement.

B. Employees are not permitted to wear clothing provided by the City after work hours except that they may wear such clothing one (1) hour before and after their work shift .

C. Caps/hats are optional for employees. However, all caps/hats worn during work hours must be City issued. City issued caps/hats will be made available to city employees receiving an allowance or uniform.

D. Employees may wear attire outside of the provided uniform that identifies them as a City employee. Clothing must be in acceptable condition and approved by the department/division head. The City will place logos/insignia on coats/coveralls in compliance with the uniform from past years collection for identification purposes.

### **Article 34. Mileage Allowance**

Meter Readers shall be entitled to a mileage allowance at the federal rate for mileage driven in the course of their employment while checking meters. Mileage worksheets will be submitted by each meter reader no later than the fifth (5th) of each month for the previous month's mileage and they shall be reimbursed for said mileage on a quarterly basis. Meter Readers received an advance of Ninety Dollars (\$90.00) pursuant to the January 1, 1994, AFSCME collective bargaining agreement. At such time as a Meter Reader is no longer entitled to a mileage allowance under this Article, he or she shall promptly repay the Ninety Dollar (\$90.00) advance less the value of any mileage allowance earned as of his or her last date of employment in the classification of Meter Reader.

### **Article 35. Subcontracting**

Prior to exercising its right to subcontracting bargaining unit work, the City will give the Union thirty (30) calendar days' notice, provided this notice shall not apply in cases of emergencies or where the City could be harmed by having to comply with the thirty (30) calendar days' notice requirement. Upon request of the Union, the City shall meet with the Union representatives to discuss the subcontracting before expiration of the thirty (30) calendar days' notice period.

### **Article 36. Incorporation by Reference**

All exhibits attached hereto shall be incorporated by reference into this Agreement and made a part hereof as if fully rewritten herein.

### **Article 37. Voluntary Dispute Settlement Procedure**

In accordance with and subject to the Ohio Revised Code, the parties hereby agree to the following dispute settlement procedure, which shall be in lieu of other procedures provided in Chapter 4117. This Article shall apply to negotiations conducted for a contract to be effective in the year 2009.

A. If, during the period of fifty (50) to fifty-five (55) days before the expiration date of any current collective bargaining agreement, or contract modification, the parties are unable to reach agreement, the parties shall request mediation by seeking the service and assistance of the Federal Mediation and Conciliation Service or by mutual agreement of the Bureau of Mediation of the Ohio State Employment Relations Board. Such request for mediation must be in writing and signed by at least one (1) party. After mediation is requested, negotiations shall be conducted using the conciliation services to the extent available from the agency chosen until settlement is reached between the parties prior to the termination date of the agreement or extension thereof.

B. This Article shall not be subject to the grievance and arbitration procedure of any such collective bargaining agreement between the parties.

### **Article 38. Commercial Driver's License**

State and Federal mandates have implemented requirements related to the operation of certain types of vehicles and equipment. These requirements are generally encompassed within the ambit of the Ohio Commercial Driver's License (CDL). The Union and the City have, through labor management initiatives, addressed the effects of these state and federal mandates upon the members.

The City has designated certain classifications within the bargaining unit in which a CDL is essential to the job functions. Any employee required to obtain and maintain a CDL in the course of their employment with the City will be eligible for the required CDL physical made available and paid for by the City through a facility chosen by the City. Any employee who elects not to participate in these physicals shall be responsible for obtaining the physical examination at his own expense.

A member in a classification for which a CDL is required who does not hold or is unable to maintain a CDL is unable to perform the essential functions of that classification, and the consequences of that inability are addressed through the Collective Bargaining Agreement and the Memoranda of Understanding between the parties related to the CDL policy. The City and the Union understand, however, that a member could be disqualified from holding a CDL for health reasons or impairments that are not the fault of the member. At the request of the member who is disqualified from holding a CDL because the member is unable to pass the required physical, the City and the Union agree to make a reasonable effort to accommodate the member so that he/she may remain in the City's employment. The Union and the City agree that each disqualification will be dealt with on a case by case basis. The city and the Union agree that in accommodating the member, some contract mandates may need to be waived or modified, including but not limited to overtime equalization, bidding and standby.

### **Article 39. Communicable Diseases and Life-Threatening Illness**

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.

The City and the Union shall, within 120 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 in the Division of Records (Human Resources) through the Union and will be provided to each Bargaining Unit Member. This information shall be reviewed by the City and the Union periodically, through the Labor Management Committee, and any additions or modifications shall be made available as provided herein.

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 his department/division head or his designee on forms provided by the City.

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 who the parties through the Labor Management Committee have determined have potential occupational exposure to blood borne pathogens in the work place by virtue of their occupation.

#### **Article 40. Corporate Wellness Program**

Our mission is to improve the lives of our employees and their families through health promotion. In the process of promoting healthier living, we save the City's taxpayers money by reducing overall health costs. As health costs continue to skyrocket, the City is forced to bear the burden or pass these rising costs to the City employees. Reduced health care costs are a benefit for the employees of the City, as well as the homeowners and taxpayers of the community.

For the levels of workout participation attendance the frequency of use in The Natatorium to receive 100% reimbursement of the membership fee would be 120 visits per year, or an average of ten workouts per month. Lesser attendance would provide lesser reimbursement. Following is the grid of workouts per year vs. reimbursement:

1. 120 or more workouts equal 100% reimbursement
2. 96 to 119 workouts equal 75% reimbursement
3. 72 to 95 workouts equal 50% reimbursement

This program is provided for employees only, not spouses or other family members. However, if the employee wants to purchase a spouse pass or a family pass, that would be acceptable. The employee pass would be the only pass eligible for reimbursement. however, it is possible to pay for all memberships, including spouse and family through payroll deductions over 26 pays at the annual rate. At the end of a twelve month period, a check will be issued to an employee based on participation level. Once again, only the "employee" portion will be reimbursed.

#### **Article 41. Term of Agreement**

This Agreement shall be effective from July 1, 2015 to June 30, 2018. To the extent the term of this Agreement overlaps the term of the prior collective bargaining agreement, the prior agreement is superceded. 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.

#### **Article 42. Orientation**

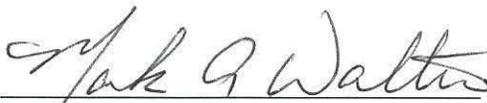
The City agrees to inform the Union when an orientation or meeting is held for newly hired bargaining unit employees and allow the Union a reasonable amount of time to meet with the employee(s).

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor and Local 2662, American Federation State, County, and Municipal Employees, and Ohio Council 8, AFL-CIO, and has caused this Agreement to be executed by its President and Vice President, and Ohio Council 8 representative. This Agreement is effective July 1, 2015 pursuant to authority duly granted by the Council of the City of Cuyahoga Falls, Ohio.

Signed at Cuyahoga Falls, Ohio, this 15<sup>th</sup> day of January 2016.

LOCAL #2662, AFSCME-AFL-CIO

CITY OF CUYAHOGA FALLS

By:   
Mark Walters, President

By:   
Mayor Don Walters

By:   
Ronald Braddom, Vice President

By:   
Daniel Evans, Grievance Chair

By:   
Doug Nissel, AFSCME Steward

OHIO COUNCIL 8, AFSCME, AFL-CIO

By:   
Stevan Pickard, Staff Representative

Certificate of the Director of Law

Approved as to form and correctness:

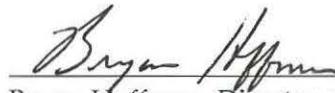
  
\_\_\_\_\_  
Russ Balthis, Director of Law

Date: 1-1-16

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

Date: 1/28/16

## APPENDIX A - Classifications Included in the Bargaining Unit

### Clerical and Administrative:

- Clerk Typist I
- Clerk Typist II
- Secretary I - Police Department, Parks and Recreation, Incumbent employee - Garage, Fire (Subject to Civil Service Approval if required)
- Secretary II - Planning, Parks and Recreation, Police Department (Secretary II within the Division of Records is hereby removed from the bargaining unit.)
- Temporary Office - Clerical
- Telephone Operator and Receptionist
- Printer
- Stockkeeper

### Planning and Urban Renewal:

- Housing Inspector
- Housing Rehabilitation Coordinator

### Parks and Recreation:

- Park Section Leader
- Grounds Maintenance
- Carpenter

### Engineering and Related:

- Engineering Aide I
- Engineering Aide II
- Engineering Aide III
- Engineering Aide IV
- Account Clerk II
- Building - Zoning Inspector
- Electrical Inspector
- Heating - Air Conditioning Inspector

### Skilled Trades and Related:

- Automotive Mechanic
- Automotive Services Specialist
- Apprentice Mechanic
- Painter
- Apprentice Electronics and Signal Technician
- Electronics and Signal Technician
- Technical Specialist

### Labor-Maintenance - Equipment Operator and Related

- Cleaning Personnel I
- Cleaning Personnel II
- Building Maintenance Personnel I
- Building Maintenance Personnel II
- Building Maintenance Personnel III

Falls River Square Section Leader  
Refuse Collector  
Sanitation Route Leader  
Motor Equipment Operator I  
Motor Equipment Operator II  
Motor Equipment Operator III  
Street Maintenance Worker  
Street Division Tool & Inventory Clerk

Public Utilities - Water:

Dispatcher  
Meter Reader  
Water Meter Repair Specialist I  
Water Meter Repair Specialist II  
Water Meter Repair Specialist III  
Utilities Meter Service Worker  
Water and Sewer Repair Specialist I  
Water and Sewer Repair Specialist II  
Water and Sewer Repair Specialist III  
Maintenance Mechanic  
Cement Worker I  
Cement Worker II  
Cement Worker III  
Water Treatment Plant Operator I  
Water Treatment Plant Operator II  
Water Treatment Plant Operator III  
Laboratory Technician  
Water Equipment Operator I  
Water Equipment Operator II  
Water Equipment Operator III  
Apprentice Maintenance Mechanic  
Senior Mechanic  
Water Treatment Plant Senior Maintenance Mechanic  
Stockkeeper

Accounting, Data Processing and Related:

Account Clerk I  
Account Clerk II  
Data Entry Operator  
Data Processing Operator  
Tax Auditor

Laborers All Departments/Divisions:

Regular Part-Time Laborer  
Full-Time Laborer

## APPENDIX B - Pay Ranges and Classifications

<b>Ra</b>	<b>Job Titles</b>	<b>Ra</b>	<b>Job Titles</b>
RP	Regular Part-Time Laborer	11	Park Section Leader
1	Full-Time Laborer	11	Falls River Square Section Leader
1	Clerk Typist I	11	Engineering Aide II
1	Cleaning Personnel I	11	Sanitation Route Leader
2	Clerk Typist II	11	Cement Worker II
2	Cleaning Personnel II	12	Automotive Parts Stock Worker
3	Dispatcher	12	Stockkeeper
3	Telephone Operator and Receptionist	12	Water or Sewer Repair Specialist III
4	Secretary I – AFSCME	12	Motor Equipment Operator III
4	Street Maintenance Worker	12	Utilities Meter Service Worker
5	Apprentice Maintenance Mechanic	12	Cement Worker III
5	Building Maintenance Personnel I	12	Painter
6	Building Maintenance Personnel II	12	Street Division Tool & Inventory Clerk
7	Account Clerk II	13	Water Meter Repair Specialist III
8	Motor Equipment Operator I	13	Water Equipment Operator III
8	Water Equipment Operator I	14	Maintenance Mechanic
8	Apprentice Mechanic	14	Engineering Aide III
8	Refuse Collector	14	Automotive Mechanic
8	Engineering Aide I	16	Water Treatment Plant Operator I **
8	Data Processing Operator	17	Water Treatment Plant Operator II **
9	Automotive Service Specialist	17	Carpenter
9	Secretary II – AFSCME	17	Housing Inspector
9	Grounds Maintenance*	17	Senior Mechanic
10	Motor Equipment Operator II	18	Water Treatment Plant Operator III **
10	Water Meter Repair Specialist I	18	Apprentice Electronics & Signal Technician
10	Water or Sewer Repair Specialist I	18	Engineering Aide IV
10	Cement Worker I	18	Building & Zoning Inspector
10	Meter Reader	18	Electrical Inspector
10	Technical Specialist	18	Heating – Air Conditioning Inspector
11	Building Maintenance Personnel III	19	Water Treat. Plant Sr Maint. Mechanic
11	Water Equipment Operator II	19	Electronics & Signal Technician
11	Water or Sewer Repair Specialist II	20	Laboratory Technician
11	Water Meter Repair Specialist II		

\* Grounds Maintenance Personnel from Pay Grade 4 to Pay Grade 9, was effective with the 2006 contract. Additional pay for licenses was eliminated, as the licenses are required to hold the position.

\*\* New pay ranges for Water Treatment Operator I/II/III were effective with the 2006 contract. Additional pay for licenses was eliminated, as the licenses are required to hold the position.

**Pay Ranges AFSCME July 1, 2015 - 2.00%**

<u>Grade</u>		<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		<u>Step 4</u>	
RPT		10	11.7842	20	12.3852	30	12.9731	40	13.5610
A01		10	14.5147	20	15.1025	30	15.7690	40	16.3045
	5 Years	11	14.7913	21	15.3529	31	16.0193	41	16.5810
	10 Years	12	14.8696	22	15.4314	32	16.1238	42	16.6595
	12 Years	13	15.1440	23	15.7058	33	16.3852	43	16.9469
	15 Years	14	15.2224	24	15.7841	34	16.4635	44	17.0383
	20 Years	16	15.3007	26	15.8626	36	16.5681	46	17.1166
A02		10	15.7690	20	16.3045	30	16.9839	40	17.6371
	5 Years	11	16.0193	21	16.5810	31	17.2342	41	17.9138
	10 Years	12	16.1238	22	16.6595	32	17.3127	42	17.9920
	12 Years	13	16.3852	23	16.9469	33	17.6263	43	18.3055
	15 Years	14	16.4635	24	17.0383	34	17.7044	44	18.3971
	20 Years	16	16.5681	26	17.1166	36	17.7829	46	18.4755
A03		10	16.1869	20	16.7227	30	17.5196	40	18.1989
	5 Years	11	16.4374	21	16.9992	31	17.7700	41	18.4622
	10 Years	12	16.5420	22	17.0774	32	17.8614	42	18.5407
	12 Years	13	16.8162	23	17.3518	33	18.1618	43	18.8673
	15 Years	14	16.8947	24	17.4564	34	18.2402	44	18.9457
	20 Years	16	16.9992	26	17.5348	36	18.3317	46	19.0240
A04		10	17.5196	20	18.3949	30	19.1917	40	19.8973
	5 Years	11	17.7700	21	18.6452	31	19.4421	41	20.1608
	10 Years	12	17.8614	22	18.7367	32	19.5207	42	20.2523
	12 Years	13	18.1618	23	19.0635	33	19.8733	43	20.5918
	15 Years	14	18.2402	24	19.1419	34	19.9518	44	20.6833
	20 Years	16	18.3317	26	19.2331	36	20.0300	46	20.7616
A05		10	17.8200	20	18.6040	30	19.3355	40	20.1195
	5 Years	11	18.0704	21	18.8804	31	19.5858	41	20.3697
	10 Years	12	18.1487	22	18.9588	32	19.6774	42	20.4479
	12 Years	13	18.4755	23	19.2984	33	20.0170	43	20.8139
	15 Years	14	18.5538	24	19.3768	34	20.1085	44	20.8924
	20 Years	16	18.6321	26	19.4553	36	20.1869	46	20.9836
A06		10	18.0551	20	18.7478	30	19.4530	40	20.3677
	5 Years	11	18.3185	21	18.9981	31	19.7166	41	20.6310
	10 Years	12	18.4100	22	19.0763	32	19.8080	42	20.7225
	12 Years	13	18.7107	23	19.4161	33	20.1479	43	21.0752
	15 Years	14	18.8020	24	19.4944	34	20.2391	44	21.1667
	20 Years	16	18.8935	26	19.5729	36	20.3174	46	21.2451

A07		10	18.1989	20	18.8653	30	19.8190	40	20.6030
	5 Years	11	18.4622	21	19.1155	31	20.0824	41	20.8533
	10 Years	12	18.5407	22	19.2071	32	20.1608	42	20.9315
	12 Years	13	18.8673	23	19.5336	33	20.5004	43	21.2973
	15 Years	14	18.9457	24	19.6252	34	20.5918	44	21.3759
	20 Years	16	19.0240	26	19.7035	36	20.6833	46	21.4670
A08		10	19.1917	20	19.8973	30	20.8380	40	21.5826
	5 Years	11	19.4421	21	20.1608	31	21.1015	41	21.8329
	10 Years	12	19.5207	22	20.2523	32	21.1928	42	21.9244
	12 Years	13	19.8733	23	20.5918	33	21.5587	43	22.3163
	15 Years	14	19.9518	24	20.6833	34	21.6500	44	22.3948
	20 Years	16	20.0300	26	20.7616	36	21.7286	46	22.4733
A09		10	19.8190	20	20.5375	30	21.4388	40	22.3666
	5 Years	11	20.0824	21	20.8009	31	21.7023	41	22.6298
	10 Years	12	20.1608	22	20.8792	32	21.7806	42	22.7084
	12 Years	13	20.5004	23	21.2451	33	22.1596	43	23.1132
	15 Years	14	20.5918	24	21.3236	34	22.2379	44	23.1917
	20 Years	16	20.6833	26	21.4018	36	22.3294	46	23.2832
A10		10	19.8973	20	20.8380	30	21.5826	40	22.6146
	5 Years	11	20.1608	21	21.1015	31	21.8329	41	22.8782
	10 Years	12	20.2523	22	21.1928	32	21.9244	42	22.9566
	12 Years	13	20.5918	23	21.5587	33	22.3163	43	23.3617
	15 Years	14	20.6833	24	21.6500	34	22.3948	44	23.4531
	20 Years	16	20.7616	26	21.7286	36	22.4733	46	23.5315
A11		10	20.8380	20	21.5826	30	22.6146	40	23.6076
	5 Years	11	21.1015	21	21.8329	31	22.8782	41	23.8581
	10 Years	12	21.1928	22	21.9244	32	22.9566	42	23.9495
	12 Years	13	21.5587	23	22.3163	33	23.3617	43	24.3675
	15 Years	14	21.6500	24	22.3948	34	23.4531	44	24.4458
	20 Years	16	21.7286	26	22.4733	36	23.5315	46	24.5244
A12		10	21.5826	20	22.6146	30	23.6076	40	24.6267
	5 Years	11	21.8329	21	22.8782	31	23.8581	41	24.8900
	10 Years	12	21.9244	22	22.9566	32	23.9495	42	24.9685
	12 Years	13	22.3163	23	23.3617	33	24.3675	43	25.3997
	15 Years	14	22.3948	24	23.4531	34	24.4458	44	25.4910
	20 Years	16	22.4733	26	23.5315	36	24.5244	46	25.5695
A13		10	21.9093	20	22.8368	30	23.7774	40	24.8619
	5 Years	11	22.1726	21	23.1003	31	24.0409	41	25.1253
	10 Years	12	22.2511	22	23.1786	32	24.1323	42	25.2036
	12 Years	13	22.6429	23	23.5836	33	24.5374	43	25.6479
	15 Years	14	22.7213	24	23.6751	34	24.6288	44	25.7263
	20 Years	16	22.8129	26	23.7536	36	24.7073	46	25.8177

A14		10	22.6146	20	23.6076	30	24.6267	40	25.7111
	5 Years	11	22.8782	21	23.8581	31	24.8900	41	25.9745
	10 Years	12	22.9566	22	23.9495	32	24.9685	42	26.0527
	12 Years	13	23.3617	23	24.3675	33	25.3997	43	26.5101
	15 Years	14	23.4531	24	24.4458	34	25.4910	44	26.5885
	20 Years	16	23.5315	26	24.5244	36	25.5695	46	26.6799
A15		10	22.8368	20	23.7774	30	24.8619	40	26.0116
	5 Years	11	23.1003	21	24.0409	31	25.1253	41	26.2750
	10 Years	12	23.1786	22	24.1323	32	25.2036	42	26.3664
	12 Years	13	23.5836	23	24.5374	33	25.6479	43	26.8237
	15 Years	14	23.6751	24	24.6288	34	25.7263	44	26.9021
	20 Years	16	23.7536	26	24.7073	36	25.8177	46	26.9805
A16		10	23.6076	20	24.6267	30	25.7111	40	26.8084
	5 Years	11	23.8581	21	24.8900	31	25.9745	41	27.0589
	10 Years	12	23.9495	22	24.9685	32	26.0527	42	27.1503
	12 Years	13	24.3675	23	25.3997	33	26.5101	43	27.6207
	15 Years	14	24.4458	24	25.4910	34	26.5885	44	27.7121
	20 Years	16	24.5244	26	25.5695	36	26.6799	46	27.7904
A17		10	23.7774	20	24.8619	30	26.0116	40	27.1873
	5 Years	11	24.0409	21	25.1253	31	26.2750	41	27.4377
	10 Years	12	24.1323	22	25.2036	32	26.3664	42	27.5161
	12 Years	13	24.5374	23	25.6479	33	26.8237	43	27.9994
	15 Years	14	24.6288	24	25.7263	34	26.9021	44	28.0909
	20 Years	16	24.7073	26	25.8177	36	26.9805	46	28.1823
A18		10	24.6267	20	25.7111	30	26.8084	40	28.0495
	5 Years	11	24.8900	21	25.9745	31	27.0589	41	28.2999
	10 Years	12	24.9685	22	26.0527	32	27.1503	42	28.3783
	12 Years	13	25.3997	23	26.5101	33	27.6207	43	28.8749
	15 Years	14	25.4910	24	26.5885	34	27.7121	44	28.9532
	20 Years	16	25.5695	26	26.6799	36	27.7904	46	29.0577
A19		10	25.5413	20	26.8084	30	28.0495	40	29.3430
	5 Years	11	25.8046	21	27.0589	31	28.2999	41	29.6064
	10 Years	12	25.8830	22	27.1503	32	28.3783	42	29.6849
	12 Years	13	26.3533	23	27.6207	33	28.8749	43	30.1943
	15 Years	14	26.4318	24	27.7121	34	28.9532	44	30.2727
	20 Years	16	26.5101	26	27.7904	36	29.0577	46	30.3512
A20		10	28.0495	20	29.3430	30	30.8062	40	32.3348
	5 Years	11	28.2999	21	29.6064	31	31.0567	41	32.5851
	10 Years	12	28.3783	22	29.6849	32	31.1350	42	32.6897
	12 Years	13	28.8749	23	30.1943	33	31.6706	43	33.2515
	15 Years	14	28.9532	24	30.2727	34	31.7752	44	33.3298
	20 Years	16	29.0577	26	30.3512	36	31.8536	46	33.4082

**Pay Ranges AFSCME January 1, 2016 - 2.00%**

<u>Grade</u>		<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		<u>Step 4</u>	
RPT		10	12.0199	20	12.6329	30	13.2326	40	13.8322
A01		10	14.8050	20	15.4046	30	16.0844	40	16.6306
	5 Years	11	15.0871	21	15.6600	31	16.3397	41	16.9126
	10 Years	12	15.1670	22	15.7400	32	16.4463	42	16.9927
	12 Years	13	15.4469	23	16.0199	33	16.7129	43	17.2858
	15 Years	14	15.5268	24	16.0998	34	16.7928	44	17.3791
	20 Years	16	15.6067	26	16.1799	36	16.8995	46	17.4589
A02		10	16.0844	20	16.6306	30	17.3236	40	17.9898
	5 Years	11	16.3397	21	16.9126	31	17.5789	41	18.2721
	10 Years	12	16.4463	22	16.9927	32	17.6590	42	18.3518
	12 Years	13	16.7129	23	17.2858	33	17.9788	43	18.6716
	15 Years	14	16.7928	24	17.3791	34	18.0585	44	18.7650
	20 Years	16	16.8995	26	17.4589	36	18.1386	46	18.8450
A03		10	16.5106	20	17.0572	30	17.8700	40	18.5629
	5 Years	11	16.7661	21	17.3392	31	18.1254	41	18.8314
	10 Years	12	16.8728	22	17.4189	32	18.2186	42	18.9115
	12 Years	13	17.1525	23	17.6988	33	18.5250	43	19.2446
	15 Years	14	17.2326	24	17.8055	34	18.6050	44	19.3246
	20 Years	16	17.3392	26	17.8855	36	18.6983	46	19.4045
A04		10	17.8700	20	18.7628	30	19.5755	40	20.2952
	5 Years	11	18.1254	21	19.0181	31	19.8309	41	20.5640
	10 Years	12	18.2186	22	19.1114	32	19.9111	42	20.6573
	12 Years	13	18.5250	23	19.4448	33	20.2708	43	21.0036
	15 Years	14	18.6050	24	19.5247	34	20.3508	44	21.0970
	20 Years	16	18.6983	26	19.6178	36	20.4306	46	21.1768
A05		10	18.1764	20	18.9761	30	19.7222	40	20.5219
	5 Years	11	18.4318	21	19.2580	31	19.9775	41	20.7771
	10 Years	12	18.5117	22	19.3380	32	20.0709	42	20.8569
	12 Years	13	18.8450	23	19.6844	33	20.4173	43	21.2302
	15 Years	14	18.9249	24	19.7643	34	20.5107	44	21.3102
	20 Years	16	19.0047	26	19.8444	36	20.5906	46	21.4033
A06		10	18.4162	20	19.1228	30	19.8421	40	20.7751
	5 Years	11	18.6849	21	19.3781	31	20.1109	41	21.0436
	10 Years	12	18.7782	22	19.4578	32	20.2042	42	21.1370
	12 Years	13	19.0849	23	19.8044	33	20.5509	43	21.4967
	15 Years	14	19.1780	24	19.8843	34	20.6439	44	21.5900
	20 Years	16	19.2714	26	19.9644	36	20.7237	46	21.6700

A07		10	18.5629	20	19.2426	30	20.2154	40	21.0151
	5 Years	11	18.8314	21	19.4978	31	20.4840	41	21.2704
	10 Years	12	18.9115	22	19.5912	32	20.5640	42	21.3501
	12 Years	13	19.2446	23	19.9243	33	20.9104	43	21.7232
	15 Years	14	19.3246	24	20.0177	34	21.0036	44	21.8034
	20 Years	16	19.4045	26	20.0976	36	21.0970	46	21.8963
A08		10	19.5755	20	20.2952	30	21.2548	40	22.0143
	5 Years	11	19.8309	21	20.5640	31	21.5235	41	22.2696
	10 Years	12	19.9111	22	20.6573	32	21.6167	42	22.3629
	12 Years	13	20.2708	23	21.0036	33	21.9899	43	22.7626
	15 Years	14	20.3508	24	21.0970	34	22.0830	44	22.8427
	20 Years	16	20.4306	26	21.1768	36	22.1632	46	22.9228
A09		10	20.2154	20	20.9483	30	21.8676	40	22.8139
	5 Years	11	20.4840	21	21.2169	31	22.1363	41	23.0824
	10 Years	12	20.5640	22	21.2968	32	22.2162	42	23.1626
	12 Years	13	20.9104	23	21.6700	33	22.6028	43	23.5755
	15 Years	14	21.0036	24	21.7501	34	22.6827	44	23.6555
	20 Years	16	21.0970	26	21.8298	36	22.7760	46	23.7489
A10		10	20.2952	20	21.2548	30	22.0143	40	23.0669
	5 Years	11	20.5640	21	21.5235	31	22.2696	41	23.3358
	10 Years	12	20.6573	22	21.6167	32	22.3629	42	23.4157
	12 Years	13	21.0036	23	21.9899	33	22.7626	43	23.8289
	15 Years	14	21.0970	24	22.0830	34	22.8427	44	23.9222
	20 Years	16	21.1768	26	22.1632	36	22.9228	46	24.0021
A11		10	21.2548	20	22.0143	30	23.0669	40	24.0798
	5 Years	11	21.5235	21	22.2696	31	23.3358	41	24.3353
	10 Years	12	21.6167	22	22.3629	32	23.4157	42	24.4285
	12 Years	13	21.9899	23	22.7626	33	23.8289	43	24.8549
	15 Years	14	22.0830	24	22.8427	34	23.9222	44	24.9347
	20 Years	16	22.1632	26	22.9228	36	24.0021	46	25.0149
A12		10	22.0143	20	23.0669	30	24.0798	40	25.1192
	5 Years	11	22.2696	21	23.3358	31	24.3353	41	25.3878
	10 Years	12	22.3629	22	23.4157	32	24.4285	42	25.4679
	12 Years	13	22.7626	23	23.8289	33	24.8549	43	25.9077
	15 Years	14	22.8427	24	23.9222	34	24.9347	44	26.0008
	20 Years	16	22.9228	26	24.0021	36	25.0149	46	26.0809
A13		10	22.3475	20	23.2935	30	24.2529	40	25.3591
	5 Years	11	22.6161	21	23.5623	31	24.5217	41	25.6278
	10 Years	12	22.6961	22	23.6422	32	24.6149	42	25.7077
	12 Years	13	23.0958	23	24.0553	33	25.0281	43	26.1609
	15 Years	14	23.1757	24	24.1486	34	25.1214	44	26.2408
	20 Years	16	23.2692	26	24.2287	36	25.2014	46	26.3341

A14		10	23.0669	20	24.0798	30	25.1192	40	26.2253
	5 Years	11	23.3358	21	24.3353	31	25.3878	41	26.4940
	10 Years	12	23.4157	22	24.4285	32	25.4679	42	26.5738
	12 Years	13	23.8289	23	24.8549	33	25.9077	43	27.0403
	15 Years	14	23.9222	24	24.9347	34	26.0008	44	27.1203
	20 Years	16	24.0021	26	25.0149	36	26.0809	46	27.2135
A15		10	23.2935	20	24.2529	30	25.3591	40	26.5318
	5 Years	11	23.5623	21	24.5217	31	25.6278	41	26.8005
	10 Years	12	23.6422	22	24.6149	32	25.7077	42	26.8937
	12 Years	13	24.0553	23	25.0281	33	26.1609	43	27.3602
	15 Years	14	24.1486	24	25.1214	34	26.2408	44	27.4401
	20 Years	16	24.2287	26	25.2014	36	26.3341	46	27.5201
A16		10	24.0798	20	25.1192	30	26.2253	40	27.3446
	5 Years	11	24.3353	21	25.3878	31	26.4940	41	27.6001
	10 Years	12	24.4285	22	25.4679	32	26.5738	42	27.6933
	12 Years	13	24.8549	23	25.9077	33	27.0403	43	28.1731
	15 Years	14	24.9347	24	26.0008	34	27.1203	44	28.2663
	20 Years	16	25.0149	26	26.0809	36	27.2135	46	28.3462
A17		10	24.2529	20	25.3591	30	26.5318	40	27.7310
	5 Years	11	24.5217	21	25.6278	31	26.8005	41	27.9865
	10 Years	12	24.6149	22	25.7077	32	26.8937	42	28.0664
	12 Years	13	25.0281	23	26.1609	33	27.3602	43	28.5594
	15 Years	14	25.1214	24	26.2408	34	27.4401	44	28.6527
	20 Years	16	25.2014	26	26.3341	36	27.5201	46	28.7459
A18		10	25.1192	20	26.2253	30	27.3446	40	28.6105
	5 Years	11	25.3878	21	26.4940	31	27.6001	41	28.8659
	10 Years	12	25.4679	22	26.5738	32	27.6933	42	28.9459
	12 Years	13	25.9077	23	27.0403	33	28.1731	43	29.4524
	15 Years	14	26.0008	24	27.1203	34	28.2663	44	29.5323
	20 Years	16	26.0809	26	27.2135	36	28.3462	46	29.6389
A19		10	26.0521	20	27.3446	30	28.6105	40	29.9299
	5 Years	11	26.3207	21	27.6001	31	28.8659	41	30.1985
	10 Years	12	26.4007	22	27.6933	32	28.9459	42	30.2786
	12 Years	13	26.8804	23	28.1731	33	29.4524	43	30.7982
	15 Years	14	26.9604	24	28.2663	34	29.5323	44	30.8782
	20 Years	16	27.0403	26	28.3462	36	29.6389	46	30.9582
A20		10	28.6105	20	29.9299	30	31.4223	40	32.9815
	5 Years	11	28.8659	21	30.1985	31	31.6778	41	33.2368
	10 Years	12	28.9459	22	30.2786	32	31.7577	42	33.3435
	12 Years	13	29.4524	23	30.7982	33	32.3040	43	33.9165
	15 Years	14	29.5323	24	30.8782	34	32.4107	44	33.9964
	20 Years	16	29.6389	26	30.9582	36	32.4907	46	34.0764

**Pay Ranges AFSCME July 1, 2016 - 2.00%**

<u>Grade</u>		<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		<u>Step 4</u>	
RPT		10	12.2603	20	12.8856	30	13.4973	40	14.1088
A01		10	15.1011	20	15.7127	30	16.4061	40	16.9632
	5 Years	11	15.3888	21	15.9732	31	16.6665	41	17.2509
	10 Years	12	15.4703	22	16.0548	32	16.7752	42	17.3326
	12 Years	13	15.7558	23	16.3403	33	17.0472	43	17.6315
	15 Years	14	15.8373	24	16.4218	34	17.1287	44	17.7267
	20 Years	16	15.9188	26	16.5035	36	17.2375	46	17.8081
A02		10	16.4061	20	16.9632	30	17.6701	40	18.3496
	5 Years	11	16.6665	21	17.2509	31	17.9305	41	18.6375
	10 Years	12	16.7752	22	17.3326	32	18.0122	42	18.7188
	12 Years	13	17.0472	23	17.6315	33	18.3384	43	19.0450
	15 Years	14	17.1287	24	17.7267	34	18.4197	44	19.1403
	20 Years	16	17.2375	26	17.8081	36	18.5014	46	19.2219
A03		10	16.8408	20	17.3983	30	18.2274	40	18.9342
	5 Years	11	17.1014	21	17.6860	31	18.4879	41	19.2080
	10 Years	12	17.2103	22	17.7673	32	18.5830	42	19.2897
	12 Years	13	17.4956	23	18.0528	33	18.8955	43	19.6295
	15 Years	14	17.5773	24	18.1616	34	18.9771	44	19.7111
	20 Years	16	17.6860	26	18.2432	36	19.0723	46	19.7926
A04		10	18.2274	20	19.1381	30	19.9670	40	20.7011
	5 Years	11	18.4879	21	19.3985	31	20.2275	41	20.9753
	10 Years	12	18.5830	22	19.4936	32	20.3093	42	21.0704
	12 Years	13	18.8955	23	19.8337	33	20.6762	43	21.4237
	15 Years	14	18.9771	24	19.9152	34	20.7578	44	21.5189
	20 Years	16	19.0723	26	20.0102	36	20.8392	46	21.6003
A05		10	18.5399	20	19.3556	30	20.1166	40	20.9323
	5 Years	11	18.8004	21	19.6432	31	20.3771	41	21.1926
	10 Years	12	18.8819	22	19.7248	32	20.4723	42	21.2740
	12 Years	13	19.2219	23	20.0781	33	20.8256	43	21.6548
	15 Years	14	19.3034	24	20.1596	34	20.9209	44	21.7364
	20 Years	16	19.3848	26	20.2413	36	21.0024	46	21.8314
A06		10	18.7845	20	19.5053	30	20.2389	40	21.1906
	5 Years	11	19.0586	21	19.7657	31	20.5131	41	21.4645
	10 Years	12	19.1538	22	19.8470	32	20.6083	42	21.5597
	12 Years	13	19.4666	23	20.2005	33	20.9619	43	21.9266
	15 Years	14	19.5616	24	20.2820	34	21.0568	44	22.0218
	20 Years	16	19.6568	26	20.3637	36	21.1382	46	22.1034

A07		10	18.9342	20	19.6275	30	20.6197	40	21.4354
	5 Years	11	19.2080	21	19.8878	31	20.8937	41	21.6958
	10 Years	12	19.2897	22	19.9830	32	20.9753	42	21.7771
	12 Years	13	19.6295	23	20.3228	33	21.3286	43	22.1577
	15 Years	14	19.7111	24	20.4181	34	21.4237	44	22.2395
	20 Years	16	19.7926	26	20.4996	36	21.5189	46	22.3342
A08		10	19.9670	20	20.7011	30	21.6799	40	22.4546
	5 Years	11	20.2275	21	20.9753	31	21.9540	41	22.7150
	10 Years	12	20.3093	22	21.0704	32	22.0490	42	22.8102
	12 Years	13	20.6762	23	21.4237	33	22.4297	43	23.2179
	15 Years	14	20.7578	24	21.5189	34	22.5247	44	23.2996
	20 Years	16	20.8392	26	21.6003	36	22.6065	46	23.3813
A09		10	20.6197	20	21.3673	30	22.3050	40	23.2702
	5 Years	11	20.8937	21	21.6412	31	22.5790	41	23.5440
	10 Years	12	20.9753	22	21.7227	32	22.6605	42	23.6259
	12 Years	13	21.3286	23	22.1034	33	23.0549	43	24.0470
	15 Years	14	21.4237	24	22.1851	34	23.1364	44	24.1286
	20 Years	16	21.5189	26	22.2664	36	23.2315	46	24.2239
A10		10	20.7011	20	21.6799	30	22.4546	40	23.5282
	5 Years	11	20.9753	21	21.9540	31	22.7150	41	23.8025
	10 Years	12	21.0704	22	22.0490	32	22.8102	42	23.8840
	12 Years	13	21.4237	23	22.4297	33	23.2179	43	24.3055
	15 Years	14	21.5189	24	22.5247	34	23.2996	44	24.4006
	20 Years	16	21.6003	26	22.6065	36	23.3813	46	24.4821
A11		10	21.6799	20	22.4546	30	23.5282	40	24.5614
	5 Years	11	21.9540	21	22.7150	31	23.8025	41	24.8220
	10 Years	12	22.0490	22	22.8102	32	23.8840	42	24.9171
	12 Years	13	22.4297	23	23.2179	33	24.3055	43	25.3520
	15 Years	14	22.5247	24	23.2996	34	24.4006	44	25.4334
	20 Years	16	22.6065	26	23.3813	36	24.4821	46	25.5152
A12		10	22.4546	20	23.5282	30	24.5614	40	25.6216
	5 Years	11	22.7150	21	23.8025	31	24.8220	41	25.8956
	10 Years	12	22.8102	22	23.8840	32	24.9171	42	25.9773
	12 Years	13	23.2179	23	24.3055	33	25.3520	43	26.4259
	15 Years	14	23.2996	24	24.4006	34	25.4334	44	26.5208
	20 Years	16	23.3813	26	24.4821	36	25.5152	46	26.6025
A13		10	22.7945	20	23.7594	30	24.7380	40	25.8663
	5 Years	11	23.0684	21	24.0335	31	25.0121	41	26.1404
	10 Years	12	23.1500	22	24.1150	32	25.1072	42	26.2219
	12 Years	13	23.5577	23	24.5364	33	25.5287	43	26.6841
	15 Years	14	23.6392	24	24.6316	34	25.6238	44	26.7656
	20 Years	16	23.7346	26	24.7133	36	25.7054	46	26.8608

A14		10	23.5282	20	24.5614	30	25.6216	40	26.7498
	5 Years	11	23.8025	21	24.8220	31	25.8956	41	27.0239
	10 Years	12	23.8840	22	24.9171	32	25.9773	42	27.1053
	12 Years	13	24.3055	23	25.3520	33	26.4259	43	27.5811
	15 Years	14	24.4006	24	25.4334	34	26.5208	44	27.6627
	20 Years	16	24.4821	26	25.5152	36	26.6025	46	27.7578
A15		10	23.7594	20	24.7380	30	25.8663	40	27.0624
	5 Years	11	24.0335	21	25.0121	31	26.1404	41	27.3365
	10 Years	12	24.1150	22	25.1072	32	26.2219	42	27.4316
	12 Years	13	24.5364	23	25.5287	33	26.6841	43	27.9074
	15 Years	14	24.6316	24	25.6238	34	26.7656	44	27.9889
	20 Years	16	24.7133	26	25.7054	36	26.8608	46	28.0705
A16		10	24.5614	20	25.6216	30	26.7498	40	27.8915
	5 Years	11	24.8220	21	25.8956	31	27.0239	41	28.1521
	10 Years	12	24.9171	22	25.9773	32	27.1053	42	28.2472
	12 Years	13	25.3520	23	26.4259	33	27.5811	43	28.7366
	15 Years	14	25.4334	24	26.5208	34	27.6627	44	28.8316
	20 Years	16	25.5152	26	26.6025	36	27.7578	46	28.9131
A17		10	24.7380	20	25.8663	30	27.0624	40	28.2856
	5 Years	11	25.0121	21	26.1404	31	27.3365	41	28.5462
	10 Years	12	25.1072	22	26.2219	32	27.4316	42	28.6277
	12 Years	13	25.5287	23	26.6841	33	27.9074	43	29.1306
	15 Years	14	25.6238	24	26.7656	34	27.9889	44	29.2258
	20 Years	16	25.7054	26	26.8608	36	28.0705	46	29.3208
A18		10	25.6216	20	26.7498	30	27.8915	40	29.1827
	5 Years	11	25.8956	21	27.0239	31	28.1521	41	29.4432
	10 Years	12	25.9773	22	27.1053	32	28.2472	42	29.5248
	12 Years	13	26.4259	23	27.5811	33	28.7366	43	30.0414
	15 Years	14	26.5208	24	27.6627	34	28.8316	44	30.1229
	20 Years	16	26.6025	26	27.7578	36	28.9131	46	30.2317
A19		10	26.5731	20	27.8915	30	29.1827	40	30.5285
	5 Years	11	26.8471	21	28.1521	31	29.4432	41	30.8025
	10 Years	12	26.9287	22	28.2472	32	29.5248	42	30.8842
	12 Years	13	27.4180	23	28.7366	33	30.0414	43	31.4142
	15 Years	14	27.4996	24	28.8316	34	30.1229	44	31.4958
	20 Years	16	27.5811	26	28.9131	36	30.2317	46	31.5774
A20		10	29.1827	20	30.5285	30	32.0507	40	33.6411
	5 Years	11	29.4432	21	30.8025	31	32.3114	41	33.9015
	10 Years	12	29.5248	22	30.8842	32	32.3929	42	34.0104
	12 Years	13	30.0414	23	31.4142	33	32.9501	43	34.5948
	15 Years	14	30.1229	24	31.4958	34	33.0589	44	34.6763
	20 Years	16	30.2317	26	31.5774	36	33.1405	46	34.7579

**Pay Ranges AFSCME July 1, 2017 - 2.00%**

<u>Grade</u>		<u>Step 1</u>		<u>Step 2</u>		<u>Step 3</u>		<u>Step 4</u>	
RPT		10	12.5055	20	13.1433	30	13.7672	40	14.3910
A01		10	15.4031	20	16.0270	30	16.7342	40	17.3025
	5 Years	11	15.6966	21	16.2927	31	16.9998	41	17.5959
	10 Years	12	15.7797	22	16.3759	32	17.1107	42	17.6793
	12 Years	13	16.0709	23	16.6671	33	17.3881	43	17.9841
	15 Years	14	16.1540	24	16.7502	34	17.4713	44	18.0812
	20 Years	16	16.2372	26	16.8336	36	17.5823	46	18.1643
A02		10	16.7342	20	17.3025	30	18.0235	40	18.7166
	5 Years	11	16.9998	21	17.5959	31	18.2891	41	19.0103
	10 Years	12	17.1107	22	17.6793	32	18.3724	42	19.0932
	12 Years	13	17.3881	23	17.9841	33	18.7052	43	19.4259
	15 Years	14	17.4713	24	18.0812	34	18.7881	44	19.5231
	20 Years	16	17.5823	26	18.1643	36	18.8714	46	19.6063
A03		10	17.1776	20	17.7463	30	18.5919	40	19.3129
	5 Years	11	17.4434	21	18.0397	31	18.8577	41	19.5922
	10 Years	12	17.5545	22	18.1226	32	18.9547	42	19.6755
	12 Years	13	17.8455	23	18.4139	33	19.2734	43	20.0221
	15 Years	14	17.9288	24	18.5248	34	19.3566	44	20.1053
	20 Years	16	18.0397	26	18.6081	36	19.4537	46	20.1885
A04		10	18.5919	20	19.5209	30	20.3663	40	21.1151
	5 Years	11	18.8577	21	19.7865	31	20.6321	41	21.3948
	10 Years	12	18.9547	22	19.8835	32	20.7155	42	21.4918
	12 Years	13	19.2734	23	20.2304	33	21.0897	43	21.8522
	15 Years	14	19.3566	24	20.3135	34	21.1730	44	21.9493
	20 Years	16	19.4537	26	20.4104	36	21.2560	46	22.0323
A05		10	18.9107	20	19.7427	30	20.5189	40	21.3509
	5 Years	11	19.1764	21	20.0361	31	20.7846	41	21.6165
	10 Years	12	19.2595	22	20.1193	32	20.8817	42	21.6995
	12 Years	13	19.6063	23	20.4797	33	21.2421	43	22.0879
	15 Years	14	19.6895	24	20.5628	34	21.3393	44	22.1711
	20 Years	16	19.7725	26	20.6461	36	21.4224	46	22.2680
A06		10	19.1602	20	19.8954	30	20.6437	40	21.6144
	5 Years	11	19.4398	21	20.1610	31	20.9234	41	21.8938
	10 Years	12	19.5369	22	20.2439	32	21.0205	42	21.9909
	12 Years	13	19.8559	23	20.6045	33	21.3811	43	22.3651
	15 Years	14	19.9528	24	20.6876	34	21.4779	44	22.4622
	20 Years	16	20.0499	26	20.7710	36	21.5610	46	22.5455

A07		10	19.3129	20	20.0201	30	21.0321	40	21.8641
	5 Years	11	19.5922	21	20.2856	31	21.3116	41	22.1297
	10 Years	12	19.6755	22	20.3827	32	21.3948	42	22.2126
	12 Years	13	20.0221	23	20.7293	33	21.7552	43	22.6009
	15 Years	14	20.1053	24	20.8265	34	21.8522	44	22.6843
	20 Years	16	20.1885	26	20.9096	36	21.9493	46	22.7809
A08		10	20.3663	20	21.1151	30	22.1135	40	22.9037
	5 Years	11	20.6321	21	21.3948	31	22.3931	41	23.1693
	10 Years	12	20.7155	22	21.4918	32	22.4900	42	23.2664
	12 Years	13	21.0897	23	21.8522	33	22.8783	43	23.6823
	15 Years	14	21.1730	24	21.9493	34	22.9752	44	23.7656
	20 Years	16	21.2560	26	22.0323	36	23.0586	46	23.8489
A09		10	21.0321	20	21.7946	30	22.7511	40	23.7356
	5 Years	11	21.3116	21	22.0740	31	23.0306	41	24.0149
	10 Years	12	21.3948	22	22.1572	32	23.1137	42	24.0984
	12 Years	13	21.7552	23	22.5455	33	23.5160	43	24.5279
	15 Years	14	21.8522	24	22.6288	34	23.5991	44	24.6112
	20 Years	16	21.9493	26	22.7117	36	23.6961	46	24.7084
A10		10	21.1151	20	22.1135	30	22.9037	40	23.9988
	5 Years	11	21.3948	21	22.3931	31	23.1693	41	24.2786
	10 Years	12	21.4918	22	22.4900	32	23.2664	42	24.3617
	12 Years	13	21.8522	23	22.8783	33	23.6823	43	24.7916
	15 Years	14	21.9493	24	22.9752	34	23.7656	44	24.8886
	20 Years	16	22.0323	26	23.0586	36	23.8489	46	24.9717
A11		10	22.1135	20	22.9037	30	23.9988	40	25.0526
	5 Years	11	22.3931	21	23.1693	31	24.2786	41	25.3184
	10 Years	12	22.4900	22	23.2664	32	24.3617	42	25.4154
	12 Years	13	22.8783	23	23.6823	33	24.7916	43	25.8590
	15 Years	14	22.9752	24	23.7656	34	24.8886	44	25.9421
	20 Years	16	23.0586	26	23.8489	36	24.9717	46	26.0255
A12		10	22.9037	20	23.9988	30	25.0526	40	26.1340
	5 Years	11	23.1693	21	24.2786	31	25.3184	41	26.4135
	10 Years	12	23.2664	22	24.3617	32	25.4154	42	26.4968
	12 Years	13	23.6823	23	24.7916	33	25.8590	43	26.9544
	15 Years	14	23.7656	24	24.8886	34	25.9421	44	27.0512
	20 Years	16	23.8489	26	24.9717	36	26.0255	46	27.1346
A13		10	23.2504	20	24.2346	30	25.2328	40	26.3836
	5 Years	11	23.5298	21	24.5142	31	25.5123	41	26.6632
	10 Years	12	23.6130	22	24.5973	32	25.6093	42	26.7463
	12 Years	13	24.0289	23	25.0271	33	26.0393	43	27.2178
	15 Years	14	24.1120	24	25.1242	34	26.1363	44	27.3009
	20 Years	16	24.2093	26	25.2076	36	26.2195	46	27.3980

A14		10	23.9988	20	25.0526	30	26.1340	40	27.2848
	5 Years	11	24.2786	21	25.3184	31	26.4135	41	27.5644
	10 Years	12	24.3617	22	25.4154	32	26.4968	42	27.6474
	12 Years	13	24.7916	23	25.8590	33	26.9544	43	28.1327
	15 Years	14	24.8886	24	25.9421	34	27.0512	44	28.2160
	20 Years	16	24.9717	26	26.0255	36	27.1346	46	28.3130
A15		10	24.2346	20	25.2328	30	26.3836	40	27.6036
	5 Years	11	24.5142	21	25.5123	31	26.6632	41	27.8832
	10 Years	12	24.5973	22	25.6093	32	26.7463	42	27.9802
	12 Years	13	25.0271	23	26.0393	33	27.2178	43	28.4655
	15 Years	14	25.1242	24	26.1363	34	27.3009	44	28.5487
	20 Years	16	25.2076	26	26.2195	36	27.3980	46	28.6319
A16		10	25.0526	20	26.1340	30	27.2848	40	28.4493
	5 Years	11	25.3184	21	26.4135	31	27.5644	41	28.7151
	10 Years	12	25.4154	22	26.4968	32	27.6474	42	28.8121
	12 Years	13	25.8590	23	26.9544	33	28.1327	43	29.3113
	15 Years	14	25.9421	24	27.0512	34	28.2160	44	29.4082
	20 Years	16	26.0255	26	27.1346	36	28.3130	46	29.4914
A17		10	25.2328	20	26.3836	30	27.6036	40	28.8513
	5 Years	11	25.5123	21	26.6632	31	27.8832	41	29.1171
	10 Years	12	25.6093	22	26.7463	32	27.9802	42	29.2003
	12 Years	13	26.0393	23	27.2178	33	28.4655	43	29.7132
	15 Years	14	26.1363	24	27.3009	34	28.5487	44	29.8103
	20 Years	16	26.2195	26	27.3980	36	28.6319	46	29.9072
A18		10	26.1340	20	27.2848	30	28.4493	40	29.7664
	5 Years	11	26.4135	21	27.5644	31	28.7151	41	30.0321
	10 Years	12	26.4968	22	27.6474	32	28.8121	42	30.1153
	12 Years	13	26.9544	23	28.1327	33	29.3113	43	30.6422
	15 Years	14	27.0512	24	28.2160	34	29.4082	44	30.7254
	20 Years	16	27.1346	26	28.3130	36	29.4914	46	30.8363
A19		10	27.1046	20	28.4493	30	29.7664	40	31.1391
	5 Years	11	27.3840	21	28.7151	31	30.0321	41	31.4186
	10 Years	12	27.4673	22	28.8121	32	30.1153	42	31.5019
	12 Years	13	27.9664	23	29.3113	33	30.6422	43	32.0425
	15 Years	14	28.0496	24	29.4082	34	30.7254	44	32.1257
	20 Years	16	28.1327	26	29.4914	36	30.8363	46	32.2089
A20		10	29.7664	20	31.1391	30	32.6917	40	34.3139
	5 Years	11	30.0321	21	31.4186	31	32.9576	41	34.5795
	10 Years	12	30.1153	22	31.5019	32	33.0408	42	34.6906
	12 Years	13	30.6422	23	32.0425	33	33.6091	43	35.2867
	15 Years	14	30.7254	24	32.1257	34	33.7201	44	35.3698
	20 Years	16	30.8363	26	32.2089	36	33.8033	46	35.4531

Note: Step denominations for internal purposes only.

APPENDIX C - 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	\$1,300	\$700	\$200
Family	\$400	\$2,600	\$1,400	\$400
Coinsurance	10%	10%	10%	10%
Out of Pocket Maximum				
Single	\$1,000	\$2,600	\$3,500	\$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	\$5/\$20/\$30	Ded/Coin	\$5/\$20/\$50	\$5/\$20/\$50
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.

<u>2016</u>	<u>HSA</u>	<u>PPO 700</u>	<u>PPO 200-W</u>
	<u>Contribution %</u>		
	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	<u>NETWORK</u>	<u>NON-NETWORK</u>
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	\$30	\$0	\$30
	Bifocal	\$15	\$50	\$0	\$50
	Trifocal	\$15	\$70	\$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.