



03-15-16  
15-MED-06-0599  
2281-03  
K33351

City of  
Cuyahoga Falls, Ohio  
Finance Department

Official City Contract #

7260

AGREEMENT BETWEEN

CITY OF CUYAHOGA FALLS, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Patrolmen and Community Service Officers)

Effective July 1, 2015  
through June 30, 2018



## Table of Contents

Article 1. Purpose .....	1
Article 2. Recognition of OPBA .....	1
Article 3. Subject Matter of Negotiations .....	1
Article 4. Management Rights .....	2
Article 5. Employee Rights.....	4
Article 6. OPBA Security .....	9
Article 7. Payroll Deduction, Fair Share.....	9
Article 8. Savings Clause.....	11
Article 9. Visitation of Officials .....	11
Article 10. Bulletin Boards .....	11
Article 11. Anti-Strike Clause .....	12
Article 12. Waiver in Case of Emergency .....	12
Article 13. Grievance and Arbitration Procedure.....	13
Article 14. Labor-Management Committee.....	14
Article 15. Tour of Duty.....	15
Article 16. Overtime.....	16
Article 17. Uniform Allowance.....	18
Article 18. Holidays and Holiday Pay.....	19
Article 19. Wages.....	19
Article 20. Longevity Pay .....	21
Article 21. Acting Capacity .....	21
Article 22. Health Insurance .....	21
Article 23. Other Insurance .....	24
Article 24. Vacation.....	25
Article 25. Health Maintenance Standards .....	27
Article 26. Workers' Compensation and Injury Leave.....	30
Article 27. Pension "Pick-up" .....	31
Article 28. Sick Leave.....	31
Article 29. Family and Medical Leave.....	35
Article 30. Communicable Diseases and Life-Threatening Illnesses .....	35

Article 31. Protective Vests .....	36
Article 32. Administrative Leave .....	36
Article 33. Fitness Evaluation .....	37
Article 34. Jury Duty .....	37
Article 35. Layoff and Recall Procedure.....	38
Article 36. Term of Agreement.....	39
APPENDIX A - WAGE TABLE.....	42
APPENDIX B - ORDINANCE 160-2003 .....	43
APPENDIX C - CONSENSUS MEMO.....	45
MEMORANDUM OF UNDERSTANDING - Fitness Evaluation .....	49

## **Article 1. Purpose**

This agreement is made by and between the City of Cuyahoga Falls, Ohio, hereinafter referred to as "City," and the , Ohio Patrolmen's Benevolent Association, hereinafter referred to as "OPBA," for the purpose of fully setting forth all agreements reached on subjects of negotiations, as required by Section 4117.09(A) of the Ohio Revised Code.

It is also the objective of this agreement to achieve and maintain a positive Employer-employee relationship and improved work performance.

## **Article 2. Recognition of OPBA**

The City agrees to recognize the OPBA as having jurisdiction over and being the sole and exclusive bargaining agent for the employees of the Police Department of the City of Cuyahoga Falls, Ohio, and working in the classifications that are listed herein for the purpose of establishing wages, hours of work, conditions of employment, and handling grievances.

The City shall not negotiate with, nor make any collective bargaining agreement or contract with, any other employee group or with any of the employees working in the classifications covered by this agreement, individually or collectively. All agreements entered into between the City and the employees covered by this agreement shall be through duly authorized representatives of the OPBA. Any other agreement shall be of no effect.

The classifications included in the bargaining unit are as follows:

1. Patrolmen
2. Community Service Officers

Whenever in this agreement reference is made to "bargaining unit member" or "member," it shall be understood that the provision shall apply to all of the employees in the classifications listed herein, equally and without discrimination.

All patrolmen shall be sworn officers. CSO's will be given oaths commensurate with their responsibilities.

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

1. Wages
2. Hours of work
3. Terms and other conditions of employment

It is further mutually agreed between the OPBA and the City that all provisions of this agreement are subject to Grievance/Arbitration procedure or the Civil Service Rules and Regulations of the Civil Service Commission of Cuyahoga Falls, Ohio, the United States Constitution, the Constitution of the State of Ohio, and any applicable Ohio Statute or Regulation, except to the extent that the parties, pursuant to Section 4117.10, have negotiated provisions inconsistent with such rules, regulations and laws. The City shall provide up-to-date copies of all Civil Service Rules and all changes thereto, to the OPBA staff representative or designee.

The OPBA 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 an 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 OPBA, 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 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 the OPBA and the City, the covenants of this paragraph may be waived for negotiations on an article or subject contained herein.

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

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

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

1. The right to determine, effectuate, and implement the objectives and goals of the Police Department.
2. The right to manage and supervise all operations and functions of the Police Department.

3. The right to establish, allocate, schedule, assign, modify, change and discontinue Police Department operations, work shifts and working hours.
4. The right to establish, modify, change and discontinue work standards.
5. The right to hire, examine, classify, promote, train, transfer, assign and retain employees; suspend, demote, discharge or take other disciplinary action against employees for just cause, and to relieve employees from duties due to lack of work or funds.
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
7. The right to determine, establish, set and implement policies for the selection, training and promotion of employees.
8. The right to create, establish, change, modify and discontinue any City function, operation and department.
9. The right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of City property and personnel.
10. The right to adopt, modify, change, enforce or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of the agreement.
11. The right to establish, select, modify, change or discontinue equipment, materials and the allocation and distribution thereof.
12. The right to determine and enforce employee's quality and quantity standards.
13. The right to contract, subcontract, merge, sell or discontinue any function or operation of the City.
14. The right to engage consultants for any function of operation of the City.
15. The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery or any other type of property or service.
16. The right to control the use of property, machinery, inventories and equipment owned, leased, or borrowed by the City.

17. The right to establish, implement, change, modify, adjust and discontinue and process, technique, method and the type of machinery or equipment to be used or operated by the City or any of its employees.
18. The location, establishment and organization of new departments, divisions, subdivisions or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same.
19. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving bargaining unit members of their benefits under this agreement.

## **Article 5. Employee Rights**

### **SECTION 1. UNION MEMBERSHIP**

- A. It is agreed that any member of the Cuyahoga Falls Police Department included in the classifications contained in the bargaining unit have the right to join the OPBA for mutual aid or protection and to bargain collectively. Members also have the right to refrain from being a member of the OPBA. The OPBA shall not indulge in restrictions or practices which deny membership of employees of the City of Cuyahoga Falls, Ohio because of race, color, creed, sex or national origin and shall be free of corrupt influences. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in "Union Affairs."
- B. If, while on duty, the OPBA Staff Representative designee and/or alternate is invited or asks and is given permission by the Chief of Police or his designee to attend a departmental staff meeting, or asks to attend any public meeting of City Council where police business will be discussed, he shall, except in emergency staffing situations, be released from duty with pay, not to exceed a total of nine (9) hours per month for time actually spent attending such meeting.
- C. The OPBA Staff Representative designee and/or alternate will request to the Chief of Police or his designee, at least two (2) weeks in advance, to change the work schedule to allow them to attend OPBA meetings or seminars. The City will endeavor to accommodate such schedule change requests subject to departmental staffing needs.
- D. The City agrees to provide a list of names, addresses and telephone numbers of new hires after their first day worked.

## SECTION 2. GENERAL

- A. Before any member may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation he shall be advised that his refusal to answer such questions or participate in such investigation may be made the basis of such a charge.
- B. Complaints against a bargaining unit member, anonymous or otherwise, when determined by the Chief of Police to be unfounded, shall not be included in the personnel file of the officer and may not be used in any subsequent disciplinary procedure or employment action.
- C. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats or promises made to the member shall not be used in any subsequent criminal court action.
- D. If the contract rights of the member who is under investigation as provided for herein have been violated, the violation of procedure shall be subject to the grievance procedure.
- E. For purposes of this Agreement, "serious disciplinary action" shall include discharge, suspension without pay, and any other discipline more serious than a written or oral reprimand.

## SECTION 3. INVESTIGATION

- A. On request, the member may have a Union representative present at an investigatory interview which the member has a reasonable basis for believing may lead to serious disciplinary action.
- B. A member who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.
- C. Questioning or interviewing of a bargaining unit member in the course of an internal investigation will be conducted at hours reasonably related to the member's shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.
- D. A member will be informed of the nature of any investigation of himself prior to any questioning. If the member being questioned is, at that time, a witness and not under investigation he shall be so advised.

- E. No member shall be required to submit to a polygraph examination as part of any internal investigation which could lead to disciplinary action.
- F. When a member suspected of a violation is being interviewed or interrogated in an investigation, such interrogation may be recorded at the request and expense of either party. There will be no taping except with knowledge of all parties present.

#### SECTION 4. DISCIPLINARY ACTION

- A. Before a member is dismissed, suspended without pay, or otherwise given serious discipline as defined above, the member has a right to a hearing before the Chief of Police or his designee. At least seven (7) calendar days before the hearing, the member shall be notified of the charge(s) against him in writing. Nothing in this section shall limit the ability of the City and the OPBA to enter into a mutual written agreement waiving or extending such seven day waiting period.
- B. A member who has been charged with a violation of any policy or rules and regulations shall, upon request of the member or his designated representative, be provided the opportunity to inspect and obtain copies of transcripts, recordings, written statements and any other evidence. The City shall, upon request, have a mutual opportunity to inspect and copy the member's evidence. The member must give written authorization to the Chief of Police for the representative to see his file.
- C. A member has the right to the presence and advice of a union representative and/or Union attorney at all disciplinary hearings before the Chief of Police. The Chief of Police may reschedule hearings if emergency staffing conditions foreclose attendance by the personnel needed to conduct the hearing. The member or his/her OPBA Representative may request to reschedule a disciplinary hearing in order to permit the Union Representative and/or Union attorney to be present, but in no event shall the hearing be held later than thirty (30) calendar days after the original date unless mutually agreed to by the Chief and the Union Representative. However, if the member is on paid administrative leave, the hearing shall not be delayed more than fourteen (14) calendar days.
- D. Within seven (7) calendar days after the close of the hearing, the Chief of Police or his designee shall issue to the member and the Union a written decision along with a copy of evidence presented and/or, if no formal record was made, a summary of evidence.
- E. If the decision of the Police Chief is to dismiss, suspend without pay or otherwise take any serious disciplinary actions, then the union, at the member's request, may appeal the decision to the Mayor or his designee, and such appeal shall be made through the grievance procedure at the Step 4 level. Such an appeal must be made in writing with seven (7) calendar days after receipt of the Police Chief's written

decision. If a timely notice of appeal is not filed, then the right to appeal shall be considered waived and the Police Chief's decision shall be final and unreviewable.

- F. Nothing in this Agreement shall preclude the City from removing a member at any time during his probationary period as provided by State Law.
- G. The standard for review in an arbitration case alleging wrongful discharge, suspension without pay, or other serious discipline shall be whether the action was for just cause.
- H. When it becomes necessary for a supervisor to counsel a member, it shall be done in clear, understandable language, civil in tone, in private, if the exigencies of the situation allow.
- I. Records of disciplinary actions shall not be considered in future discipline matters after two years, provided that such prior discipline may be considered if, during the two years after said discipline, the member commits the same or a substantially similar offense.

#### SECTION 5. PERSONNEL RECORDS

- A. If any member disputes the accuracy, relevance, timeliness or completeness of the personal information pertaining to him, the member shall be permitted within ten (10) days of his inspection of the record to include within his personnel file a notation that he protests that the information disputed is inaccurate, irrelevant, outdated or incomplete. The Police Department shall maintain a copy of the member's statement of the dispute in the personnel file. The member desiring to file his statement of dispute shall be brief, clear and concise in his statement.

#### SECTION 6. TRAVEL AND MEAL ALLOWANCE

- A. Members, who by virtue of their employment are required to travel outside the Summit County area, and who are required to use their own personal vehicles, shall be compensated therefore at the Internal Revenue Service Standard Mileage. Should the City adopt by resolution or policy a higher rate of reimbursement for miles for any other employees in the City, members shall receive such higher rates for reimbursement.
- B. Whenever a member travels outside Summit County on official business or outside the City for training and is reasonably unable to return for any meal, the member shall be promptly reimbursed for meals during that time in accordance with the following schedule:

Breakfast	\$ 5.00
Lunch	\$ 7.00

Dinner            \$13.00

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

- C. Bargaining unit members shall be required to submit a written claim for reimbursement stating the period of time the member was gone and which meal(s) were eaten.
- D. Expense reports for parking and lodging submitted by a member within one week of the member's return shall be reimbursed according to City policy and subject to the approval of the Chief of Police and Finance Director, on a case-by-case basis. Approved reimbursements shall be paid within the pay period following such approval.

#### SECTION 7. TRAINING COURSES

- A. The City is committed to trying to improve standards through training.
- B. Training courses may be offered through and by the police division, and a sign-up sheet will be posted whenever practical to allow every member who desires to attend the course an opportunity to express his desire to do so. The decision of the Chief of Police as to the selection of the person(s) who shall attend said course or seminar, shall be final and not the subject of grievance under this Agreement. The cost of all training required by the City shall be paid for by the City.
- C. In the event a member wishes to attend training not offered by the City, he must obtain prior approval for the time off from the Chief of Police or his designated representative. The costs associated by such approved training shall be borne by the member. However, the Chief of Police, at his sole discretion, may pay the member his normal pay and/or the total or partial cost of the training. Any decision by the Chief of Police under this section shall be final and not the subject of grievance under this Agreement.

#### SECTION 8. SENIORITY

- A. Except as otherwise provided in this Agreement, seniority shall be defined as the length of service with the Cuyahoga Falls Police Department except that current members hired on or before July 1, 1990, who have credit for service with other City of Cuyahoga Falls Departments or as full-time police officers for the former Northampton Township Police Department will retain such seniority credit. Its uses shall be those uses specifically provided for in other articles of this Agreement, including vacation scheduling. Seniority will commence on first day worked.

- B. Except as otherwise specifically provided for under state law, this section shall not apply to any former employee who is on retirement status.
- C. A member who is unable to work because of a service connected sickness, injury or disability, or who is suspended or who is on official leave status of any kind, paid or unpaid, other than retirement, shall continue to accumulate seniority during any such period.
- D. Seniority lists shall be brought up to date by the City each year as of January 1, posted on bulletin boards showing the member's name, title, rate of pay, and date of hire and appointment within classification, and in order of seniority within department, with a copy forwarded to the OPBA.

**SECTION 9. RULES, REGULATIONS, POLICIES AND PROCEDURES**

The City shall provide a current master copy of the Cuyahoga Falls Police Department Rules and Regulations, policies, procedures, general orders, and IOC's, etc., to be kept at the front office; not to be removed and access to members not to be denied.

**Article 6. OPBA Security**

SECTION 1. For the purpose of this agreement, the OPBA's Attorney or any designated OPBA representative may present any grievance according to the grievance procedure of this agreement.

SECTION 2. The name of the OPBA representatives shall be furnished to the City. The representative shall be permitted to leave work to represent a member of the bargaining unit, at a scheduled hearing before the supervisor, so long as the absence does not unduly interfere with his or other employees' work assignments and is so requested by the unit member. The representative is permitted reasonable time, not to exceed two and one-half (2 1/2) hours to investigate and process each grievance. In exceptional circumstances, with the prior approval of the Chief of Police, a longer period of time for investigation may be granted considering the work assignments of the Department.

SECTION 3. Three members will be paid by the City during the negotiations of the next labor agreement until the expiration of this agreement for all time spent negotiating during their normally scheduled work hours.

**Article 7. Payroll Deduction, Fair Share**

**A. DEDUCTIONS**

- 1. The City will continue to deduct OPBA dues, fees and assessments for members who have voluntarily authorized such deductions in accordance with law.

However, the City will make only one change in the deduction of dues, fees and assessments per calendar year during the two (2) week period from December 1st to December 15th of each year for the ensuing calendar year.

2. The form for said assignment shall be furnished by the OPBA, and it is agreed that the OPBA will indemnify and save the City of Cuyahoga Falls harmless from any and all claims or liability of any sort resulting from the making of deductions in accordance with said form and this agreement. It is agreed by the City that either within two (2) weeks or the next pay day, whichever is later, after said form is submitted for deduction of payroll dues, that deduction for new members will be made.

B. FAIR SHARE FEE

1. Membership in the Union shall be voluntary. However, all current full-time 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 sixty (60) days from their date of hire.
2. The fair share fee amount shall be certified to the City by the Treasurer of the OPBA. The deduction of the fair share fee from any earnings of the member shall be automatic and does not require a written authorization for payroll deduction. A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.
3. 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.
4. The City agrees to deduct initiation fees, assessments and dues once each month from the pay of bargaining unit members who have authorized same, in accordance with current practice.
5. The OPBA agrees to follow applicable state and federal laws regarding the deduction of fair share fees. The OPBA hereby agrees to hold the employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the employer for any such liabilities or damages that may arise. The OPBA shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of

fair share fees, provided, however, that the OPBA may delete any information which sets forth amounts of monies the OPBA spends in various categories or other specific information not necessary to comply with the constitutional requirements.

6. The OPBA hereby agrees to hold the employer harmless from any and all liabilities for damages that may arise in performance of its obligations under this Section and the OPBA shall indemnify the employer for any such liabilities or damages that may arise.

#### **Article 8. Savings Clause**

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

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

#### **Article 9. Visitation of Officials**

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

#### **Article 10. Bulletin Boards**

The City shall furnish a bulletin board for this bargaining unit which may be used for the following notices approved by the OPBA:

1. Recreational and social affairs of the bargaining unit;
2. Bargaining unit meetings;
3. Bargaining unit nominations and elections;
4. Reports of bargaining unit committees;
5. Rulings of the policies of the OPBA;

6. Other bargaining unit business.

None of the foregoing notices shall contain anything political, (including not only matters of local politics but also signs such as those urging a boycott and any other political matters), nor anything pertaining to the City or any or its employees.

Upon request of the City, the bargaining unit will immediately remove any notice or other writing that violates this provision.

The OPBA bulletin board will be maintained at a location to be agreed to by the Chief of Police and the OPBA Staff Representative or designee.

The OPBA shall be permitted to place, at its own cost, an additional bulletin board at a location to be agreed to by the Chief of Police and the OPBA Staff Representative or designee. The posting of material shall be limited as above.

### **Article 11. Anti-Strike Clause**

SECTION 1. The Union and the City agree that the public interest requires the efficient and uninterrupted performance of the safety services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike or picketing against the City or any slow down or other interruption of or interference with the normal operation and service of the City's departments.

SECTION 2. The City agrees not to lock out any member of this bargaining unit.

### **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, the following conditions of this Agreement shall be automatically suspended without recourse from the OPBA, upon declaration of said emergency by the Mayor. Said declaration of emergency shall expire after a forty-eight (48) hour period unless the declaration of emergency is extended by order of the Mayor.

1. Time limits for grievances are postponed until the emergency has been declared ended.
2. Limitations on distribution of work assignments.
3. In addition, and notwithstanding other articles of this Agreement, City reserves the right during any such emergency to assign members to work without regard to their employment classification but limited to the activities of the safety forces responsibilities.

## **Article 13. Grievance and Arbitration Procedure**

### **A. GRIEVANCE DEFINED**

A grievance is a dispute between the City and the OPBA or a member or group of members, as to the interpretation, application or violation of any terms or provisions of this Agreement, or as to any non-probationary member's discipline.

### **B. GRIEVANCE PROCESS**

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

Step 2. A formal written grievance must be filed within ten (10) calendar days of the date on which the member first knew or reasonably should have known of the acts, conditions or circumstances giving rise to the grievance. The written grievance shall be filed with the Division Commander, who shall have the right to review the grievance with the member and with the OPBA Staff Representative or his designee. Copies of the written grievance are to be furnished to the Chief of Police and the OPBA. The Division Commander shall, within five (5) calendar days from receipt of the grievance, provide the member, the OPBA and the Chief of Police a written answer to the grievance. If the member does not invoke Step 3 within five (5) calendar days after receipt of the written answer, said alleged grievance shall be considered satisfactorily resolved.

Step 3. If the grievance is not resolved at the second step, the member shall have the right to appeal to the Chief of Police or his designee in writing within five (5) calendar days after receipt of the Division Commander's written answer to the grievance. Copies of said grievance will be furnished by the Chief of Police or his designee, to the Mayor and by the grievant to the OPBA. The Chief of Police or his designee may individually meet with the Division Commander and the member who may be accompanied by the OPBA Staff Representative or his designee before making a determination in the matter.

The decision by the Chief of Police or his designee shall be in writing and shall be submitted to the member, the Mayor and the OPBA within seven (7) calendar days from the conference with the member, but in any event no longer than ten (10) calendar days from receipt of appeal to the Chief of Police. If the member does not invoke Step 4 of this procedure within seven (7) calendar days after receipt of the decision of the Chief of Police or his designee, said grievance shall be considered satisfactorily resolved.

Step 4. The member may appeal in writing within seven (7) calendar days after receipt of the written decision in Step 3 to the Mayor or his designee, who shall meet with the Chief of Police, the OPBA's Representative and the member within seven (7) calendar days from receipt of appeal and will notify the member, the OPBA and the Chief of Police of his decision in writing within ten (10) calendar days from hearing the appeal.

Step 5. The OPBA may appeal in writing within thirty (30) calendar days after receipt of the written decision in Step 4 to binding arbitration. The OPBA shall contact the F.M.C.S. and thereafter the parties shall select an arbitrator by the alternate striking method. Arbitration proceedings shall be conducted in accordance with F.M.C.S. rules.

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

The cost of the arbitrator shall be shared by the City and by the Union equally.

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

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

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

D. FORM

A form will be agreed to by the parties for all grievances processed.

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

SECTION 1. In the interest of sound relations a joint committee consisting of up to four (4) Union members and up to four (4) members from the City shall convene on the first Tuesday of each quarter beginning in January of each calendar year for the purpose of discussing subjects of mutual concern. Special Labor-Management Committee meetings may be called more frequently. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either the City or the OPBA may request that a representative of the Finance Department participate in a scheduled Labor-Management Committee meeting. It is understood that this Committee shall meet at a time when practicable, considering the other duties and responsibilities of the City and of the members. Not less than twenty-four hours before any scheduled meeting, either the City or the Union may serve the other with a proposed agenda of items to be discussed at the meeting. If neither the City nor the Union proposes an agenda not less than twenty-four hours before the scheduled meeting, the meeting shall be cancelled.

SECTION 2. Except where exigent circumstances exist which require immediate, temporary operational changes (of which the OPBA shall be informed as soon as practicable), the City will give the OPBA advance notice of operations changes which will materially affect working conditions, so that the OPBA can express its views through the Labor-Management Committee, and it is also understood that any item may be discussed at Labor-Management Committee meetings, including policy, and the tools, machines and equipment necessary to perform the work. However, management's right to make the final decision is exclusive and is not subject to review of any sort. Bargaining unit members shall be compensated for time spent at such meetings if held while they are on duty.

SECTION 3. Any agreements or policy changes agreed upon by the Labor-Management Committee shall be reduced to writing. Any said changes shall be subject to review and/or change at future meetings of the Committee. A record also shall be made of topics discussed and the positions taken by the OPBA and management in each.

#### **Article 15. Tour of Duty**

SECTION 1. Tour of duty shall mean a normal working time of five (5) consecutive eight-hour days except for normal shift changes which are required for a member to perform during his regular assigned duties, as the same shall have been established by the appropriate administrative official in order to meet the needs and requirements of the Police Department.

SECTION 2. The City will annually assign shifts within the Patrol Division of the Cuyahoga Falls Police Department based upon seniority with the following conditions:

- A. Employees will be eligible to participate in annual seniority based shift selection only after one (1) year of service with the Cuyahoga Falls Police Department after completion of the Field Officer Training Program. Annual shift assignments for employees with less than one (1) year of service after completion of the Field Officer Training Program will be made by the Chief or his designee.
- B. Seniority based shift selection by eligible employees shall be by shift, and within the shift by slot related to regular days off. The Chief or his designee shall post the shifts and choice of days off within each shift that are available for seniority based selection and shall indicate on the schedule those shifts on which he intends to place employees pursuant to Section A above. Day off assignments for those employees who are not eligible for shift selection shall take place after all eligible bargaining unit members have participated in the shift selection by seniority process.

- C. Probationary employees shall be subject to shift assignment and rotation at the Chief's discretion. The assignment and rotation of probationary employees shall not preempt an officer's seniority selection rights unless there are extenuating circumstances that makes such preemption necessary.
- D. The Chief or his designee may temporarily change employee shifts due to temporary staffing needs, training mandated by law, in service training, or because of illness, injury or emergencies. Such changes shall affect members in reverse order of seniority.
- E. Consistent with progressive corrective management practices in the promotion of efficiency, the Chief or his designee may change shift assignment based upon an officer's unsatisfactory performance.
- F. A member transferred to the Patrol Division from another division shall not have the right to bump any other member but will be assigned to a vacant slot on a shift until the next annual selection.

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

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

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

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

## **Article 16. Overtime**

SECTION 1. Overtime shall include hours or fractions thereof which are worked by an eligible member in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the normal starting time of the eligible member's working shift or in excess of those defined herein. Excess hours shall not be considered as overtime work where such excess hours result from normal periodic shift changes, the first hour of assignment to early car duty in a twenty-four (24) hour period or assigned training where the member is not required to report for his regularly assigned shift on the day of said training.

- A. No claim for overtime shall be made when a member is out of the City for training or other purposes except for time actually spent attending such training

or performing actual work on behalf of the City. However, this section shall not be used to deprive a member of his regular eight (8) hours of pay in the event such training is for a period of less than eight (8) hours.

- B. In calculating hours worked for purposes of overtime, hours worked shall not be rounded up to any given clock increment.

SECTION 2. If a bargaining unit member is required to make an appearance in court as a result of his or her employment as a Cuyahoga Falls police officer, the bargaining unit member shall be compensated for a minimum of four (4) hours at the overtime rate of pay. If the actual time spent in court is greater than four (4) hours, the bargaining unit member shall be compensated for all hours over four (4) spent in court at the rate of two (2) times the bargaining unit member's regular rate of pay. If the appearance in court is not cancelled prior to 5:00 pm the previous business day, the member will be compensated for the entire court time, whether needed or not.

If a bargaining unit member is requested to appear for training purposes or is called in after being released from duty the bargaining unit member shall be compensated for two (2) hours or the actual time spent in training or call in, whichever is greater, at the overtime rate.

If a court appearance or training time is scheduled to begin within one (1) hour after the conclusion of a previous court appearance or training time, the subsequent court appearance(s) or training time(s) shall be considered a continuation of the initial court appearance(s) or training time(s).

SECTION 3. Overtime compensation shall mean one and one-half (1 1/2) times the hourly compensation rate established for the pay range of the eligible member.

SECTION 4. At the election of the eligible member, and subject to approval or disapproval of the Chief of Police, compensation for overtime work may be taken as compensatory time off at the rate of one and one half (1 1/2) times the number of hours which the eligible member has accumulated. This election to take compensatory time off must be exercised immediately within the pay period in which the overtime was accumulated. In the event the eligible member does not elect to take compensatory time off, he will be paid for this overtime work accumulated during the pay period. This provision is subject to any regulations or order made by the Federal Government. No more than four hundred eighty (480) hours of compensatory time off may be accumulated by an individual member, who shall have the option to sell back to the employer up to two hundred forty (240) hours, two (2) time per year, with a maximum cash out upon retirement of four hundred eighty (480) hours. Members may use compensatory time off in lieu of sick leave in the case of illness with the approval of the Chief of Police.

SECTION 5. Compensatory time shall be taken only at the request of the bargaining unit member, subject to the approval of the Chief of Police or his designee. Should two (2) or more members of the same shift request compensatory time off, approval, if granted shall be given to the first submitting member. Should compensatory time off be requested on the same day by two (2) or more members for the same time off, seniority shall prevail.

SECTION 6. Employees called in for work at times not contiguous with their regular shift, or on a day they are not scheduled for duty, shall receive the greater of three (3) hours pay at overtime rate, or hours actually worked at overtime rate. Employees who are called to work within sixty (60) minutes prior to starting their regular shift shall be paid for time actually worked. Overtime scheduled at the end of a shift shall be compensated at overtime rate for time actually worked. For purposes of this Section, an employee shall not be considered "called back" if the employee has not yet left City premises.

#### **Article 17. Uniform Allowance**

SECTION 1. Each bargaining unit member shall receive an annual clothing allowance for the purchase and maintenance of uniforms as follows:

Prior to January 1, 2009	\$1,200.00 per year
Effective January 1, 2009	\$1,250.00 per year

This amount is payable one-half on December 31st and one-half on June 30th of each year of the Agreement.

SECTION 2. This money shall be used by the members of the bargaining unit for the purchase and maintenance of uniforms and this money shall be expended for this purpose only. Any member of the bargaining unit who does not successfully complete his probationary period, shall return to the City all items purchased with the uniform allowance.

SECTION 3. The Chief shall determine the uniform for the Department and shall provide the Union with a copy of any modifications of the uniform fourteen (14) days prior to implementation. Any uniform changes may be subject to discussion at the Labor Management Committee as provided in Article 14. Members shall be granted a time period of two uniform allowance allotments to comply with any mandatory uniform change. The cost of compliance with any such modifications to the uniform shall be borne by the City and the cost thereof reimbursed to the member at the end of the first pay period during which the additional uniform requirement has been purchased.

## **Article 18. Holidays and Holiday Pay**

SECTION 1. For the purposes of this Article, all days are either "work days" or "regular days off" as established under the scheduling provisions of Article 15. In addition, the following days are Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, (third Monday in February), Good Friday, Easter, Memorial Day, Independence Day, Labor Day (1st Monday in September), Veterans Day, Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving Day, Day before Christmas, and Christmas Day and Columbus Day (observed). If a Holiday falls on a member's regular work day, the member shall be paid eight (8) hours at the member's straight time hourly rate for that day, and, for hours actually worked, shall, at the member's option, either receive pay at the rate of one and one-half (1½) times the member's straight time hourly rate, or be credited compensatory time at the rate of one and one-half (1½) times the hours worked. If a Holiday falls on a member's regular day off, the member shall be credited with eight (8) hours of compensatory time. Compensatory time shall be used or cashed out in accordance with the rules for compensatory time off.

SECTION 2. After successful completion of one year of employment, all members of the bargaining unit shall annually receive two (2) personal days, which may be taken subject to the approval of the Division Commander. These days are given in lieu of a designated holiday of national recognition.

SECTION 3. In the event that a member works overtime hours on a Holiday set forth in Section 1 of this Article, then the overtime hours or fraction thereof shall be compensated at the rate of two and one-half (2 1/2) times the member's regular rate of pay. No regularly scheduled member will be ordered to take a holiday off.

SECTION 4. In the event that a member is called in to work overtime on an RDO that falls on a Holiday set forth in Section 1 of this Article, then the employee shall (a) receive eight hours of comp time and (b) be compensated at the rate of two and one-half (2 1/2) times the member's regular rate of pay for any overtime hours or fraction thereof worked.

SECTION 5. The holiday shall be the actual holiday and not a day changed by the City.

## **Article 19. Wages**

### **SECTION 1. WAGES RATES**

Effective July 1, 2015, the hourly wage rates for bargaining unit members shall be the rates set forth in Appendix A of this contract. The wage rates as set forth in Appendix A reflect a three percent (3.0%) wage increase effective July 1, 2015, a two percent (2.0%) wage increase effective January 1, 2016, a one-and-a-half percent (1.5%) wage increase

effective July 1, 2016, and a two-and-a-half percent (2.5%) wage increase effective July 1, 2017.

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

For every 8 hours an employee is assigned to work as a Field Training Officer (FTO), the employee shall receive one hour of straight-time (non-overtime) pay. This hour of pay shall not be taken as compensatory time.

#### SECTION 2. PLACEMENT ON WAGE SCALE

- A. Except as otherwise provided in this Agreement, patrol officers and CSO's shall be placed on the wage scale in accordance with their seniority, subject to the City's right to withhold annual increases for reasons related to merit, consistent with past practice and the following guidelines.
- B. Original appointments to a position in the bargaining unit shall be placed in Step A. Members classified under Step A shall not attain "Regular" status until they have served their required probationary period. The probationary period of various classes of the positions is filed with the records clerk in compliance with the Rules of the Cuyahoga Falls Civil Service Commission. At the expiration of one calendar year from their original appointment, regular employees in Step A shall be elevated to Step B only upon recommendation of the Chief of Police. Such recommendation shall be given after the employee is satisfactorily performing his duties.
- C. Regular employees shall advance each calendar year thereafter, upon recommendation of the Chief of Police until reaching Step E, which recommendation shall be made for all members satisfactorily performing their duties. After seven (7) completed calendar years of service and after twelve (12) completed calendar years of service said members shall advance to Step F and G respectively upon the same conditions set forth for advancement above.

#### SECTION 3. OFF DUTY WAGE RATES

The City will require that all third party employers hiring or utilizing the security services of an off-duty bargaining unit member will pay such officer the hourly wage applicable to the current Patrol Officer Step G wage rate, rounded up to the nearest dollar. For "Highway" work such amount will be increased by \$5.00 per hour. For any officer designated a Supervisor, such amount will be increased by \$2.00 per hour. The foregoing off-duty wage rates do not include rates charged for use of a police vehicle.

**Article 20. Longevity Pay**

Effective January 1, 2000, longevity will no longer be paid. A one-time adjustment was made at that time in the salary schedule to the base pay at the following steps:

Five (5) years .20/hour

Ten (10) years .29/hour

Fifteen (15) years .38/hour

**Article 21. Acting Capacity**

SECTION 1. Any patrolman placed in a position of working in the next higher rank will be paid the salary for said rank after eight (8) consecutive days of working in said position.

SECTION 2. The City may hire part-time officers at a rate of pay to be determined by the Chief of Police but in no event shall such pay exceed Step A of the Patrolman pay range. Any part-time officer hired under this provision will be permitted to work no more than 90 days in any calendar year and, except as otherwise provided by law during a declared emergency; such part-time officers may only be assigned to work the Blossom Music Center detail.

**Article 22. Health Insurance**

SECTION 1. Coverage

- A. The City will make available a health care program with employee only, employee/spouse, employee/children, and family coverage options, for which eligible full-time employees may apply. See Appendix 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 achieved by consensus. All HC plan design, premium, and HC cost decisions shall be forwarded to the HCC for consideration. The City's plans will have multiple levels of coverage and costs. Cost containment measures may be adopted by the City after consideration of any recommendations from the Health Care Committee.
- C. All coverage shall be subject to the insurance carrier's eligibility, enrollment, and coverage requirements, as set forth in the plan documents and certificates of coverage.

## SECTION 2. Employee Contributions

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

## SECTION 3. Affordable Care Act.

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

City is required to comply with this Act. The City will notify the Union of any changes required to maintain legal compliance.

#### SECTION 4. Health Care Committee

- A. The parties agree to maintain a Health Care Committee for purposes of regularly reviewing usage, health care needs, studying cost containment programs and options for health plan coverage (medical, dental, vision and prescription), and recommending, for adoption by the City according to Section 1(B) of this Article, changes to the City's plans and benefit levels.
- B. The Health Care Committee will meet at mutually agreed times to explore group health insurance plan alternatives and tiers and cost containment measures. The Health Care Committee will submit its recommendations annually on these matters not later than 120 days prior to the expiration of a plan year. Upon adoption, these recommendations will be binding on both the City and the Union. If the HCC does not achieve a consensus on recommendations by 120 days prior to the expiration of the plan year, the City may implement unilaterally and the Union will retain the right to arbitrate the reasonableness of the changes made as a result of the City's implementation. Such arbitration will be accomplished through an expedited process.
- C. The Health Care Committee will meet at least quarterly, but as often as necessary and agreed upon by the committee, and will be composed of two (2) representatives selected by the Union, two (2) representatives selected by each of the other unions whose members participate in the City's plans, two (2) representatives selected by the City, and one (1) non-supervisory employee of the City who is not a member of any bargaining unit, who will also be selected by the City. The City will provide released time for mutually agreed upon scheduled meetings, meaning that if one or both of the Union's representatives were scheduled to work during a meeting, the City will compensate the employees as if they had been working at their scheduled assignments.
- D. The Health Care Committee shall approve by-laws/ground rules.
- E. Sunset: This Section (Article 21, Section 4, Health Care Committee) shall expire at the end of this contract term (including any contract extensions) unless mutually agreed upon by both parties.

SECTION 5. A description of benefits shall be given to each member.

SECTION 6. Members of the bargaining unit as of April 1, 2006, shall be provided with health care benefits upon retirement as provided in accordance with the terms of Ordinance 160-2003 (Appendix B).

## SECTION 7. CORRECTIVE EYE SURGERY

In recognition of the safety enhancement afforded by corrected vision, any bargaining unit member may obtain corrective eye surgery effective upon the execution of this agreement. This benefit is available only to the bargaining unit member, and is available only once during the member's employment with the City. Corrective eye surgery shall be defined as any surgical procedure that will correct the member's vision to the extent that glasses or contact lenses are no longer necessary for the member to perform safety related duties of the job. The City will pay 80% of the cost of the surgery, together with any required follow-up care, provided that the City will only pay for procedures approved by and performed in the United States of America.

## Article 23. Other Insurance

### SECTION 1. LIFE INSURANCE

All members of this bargaining unit shall be provided life insurance benefits in the amount of fifty thousand dollars (\$50,000) per person. Life insurance shall further be provided retirees of the Police Department who retire from the Department on or after January 1, 1969, at nine thousand dollars (\$9,000) per person.

### SECTION 2. PROFESSIONAL LIABILITY INSURANCE

The City will continue to provide liability insurance for its members. In the event of a suit filed against a member, the City's Law Director shall determine if a conflict of interest exists between his representation of the member and his representation of the City and its police members. If he determines that no conflict exists, then the City's legal staff or insurer or both will represent the member. If a conflict does exist, the member will have to retain a lawyer, as follows:

- A. Of his own choosing, at his expense or that of the OPBA
- B. With the assistance of any member of the City's Law Department, he may hire a recommended lawyer to represent him with the following understanding:

If the suit is dismissed, for any reason, or a trial verdict is rendered in favor of the member, the City will recommend payment for the member's legal fees, same to be established and agreed upon before the representation begins.

- C. Coverage of \$500,000 per person and \$1,000,000 per incident.

### SECTION 3. CITY OF CUYAHOGA FALLS FIRE DEPARTMENT EMS TRANSPORT

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

## Article 24. Vacation

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

In the first calendar year of employment:	No vacation
In the second calendar year of employment:	One day vacation for each full calendar month worked in the prior calendar year up to 10 days of vacation
In the third and subsequent calendar years of employment:	
Up to 5 complete years of service	2 weeks
After 5 years to 10 complete years of service	3 weeks
After 10 years to 15 complete years of service	4 weeks
After 15 years to 20 complete years of service	5 weeks
After 20 years of service	6 weeks

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

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

If a member, for any reason, is on any form of unpaid leave from his employment with the City, then his vacation for the following year shall be reduced in a prorated amount based on the ratio of his unpaid leave to his normal annualized work shift.

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

Members who have banked or carried over vacation time pursuant to this article shall, upon retirement or termination of employment with the City, be paid a sum equal to the

amount of vacation hours banked or carried over times the hourly rate of pay of such member at the time(s) the vacation time was earned.

SECTION 3. A member may carry over into the following year, with the approval of the Chief of Police or his designee and certification to the Finance Department, up to one-half of his previous year's unused vacation; however, a member may carry this vacation into the following year only. Vacation weeks must be taken by June 1st of the year carried over to.

SECTION 4. Prior to January 1 of each year members must notify the Finance Department and designate whether their unused vacation time shall be banked or carried over pursuant to 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.

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

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

- Vacation may be sold in one (1) week increments only
- Vacation must be sold in the year in which it is credited to the employee, and
- An employee may both bank and sell vacation, as provided herein, in the same year.
- Notwithstanding the above, vacation amounts sold in calendar year 2011 shall not exceed, for each employee, the average of the amounts sold by the employee in 2008 and 2009.

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

**Article 25. Health Maintenance Standards**

SECTION 1. For the benefit of the members of the bargaining unit and the City it shall be required that members of the bargaining unit obtain periodic physical examinations to be performed by competent medical personnel selected by the City. For the purpose of this article, "periodic" shall mean not less than one time during the term of this Agreement. Examinations are to be scheduled at the direction of the Chief upon no less than three (3) days advance notice. The examinations and follow-up intervention are to be paid for by the City or by the member's health care insurance. These physical examinations may include the following tests:

- EKG
- Chest X-ray
- Pulmonary Function
- Stress Test
- Colonoscopy

- A. The following values for blood pressure and serum cholesterol are hereby established as health maintenance requirements for members of the bargaining unit. These values are divided into two categories: (1) where intervention is suggested and (2) where mandatory intervention must be considered.

Values for Blood Pressure

Intervention Suggested	140-160/90-95 mm Hg
Mandatory Intervention	160/95 mm Hg

Values for Serum Cholesterol

Intervention Suggested	220-249 mg/dl
Mandatory Intervention	250 mg/dl

- B. When a member has values that fall within the mandatory guidelines, he has the option to do one of the following within three (3) months:
1. See the medical personnel designated by the City for education and intervention; or
  2. See his family physician for the same service.

Thereafter, the member will receive regular checks to determine if the course of intervention is being followed.

- C. As long as this course is being followed and reasonable progress toward meeting the physical fitness requirements herein specified, (as determined by a licensed physician) is being made, the member is in compliance with the program.

However, in the event a member fails to see a health care professional within the aforementioned three (3) months or he is not following a prescribed intervention program and showing reasonable progress toward meeting the requirements, then he may be subject to any of the following after initial warning of non-compliance:

1. Denial or reduction in pay grade steps.
2. Unsatisfactory semi-annual evaluations.
3. Ineligibility to sit for promotional exams upon receiving two or more unsatisfactory semi-annual evaluations.

For the purpose of this section "Denial or reduction in pay grade steps" means that a member may be reduced one (1) pay step if he fails to comply with the requirements of this article. However, he shall be returned to his original pay grade step upon substantial compliance with the requirement of this article. This same policy shall apply to denial of a pay grade step increase.

#### SECTION 2. SUBSTANCE ABUSE SCREENING

- A. Substance abuse screening tests shall be a part of the periodic physical examination to detect the use of illicit drugs or controlled chemical substances. In addition to the drugs previously and currently tested, the City may test members for the presence of steroids. If the screening is positive the member may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- B. The member may have a second confirmatory test done at a lab of his choosing, at his expense, provided however, such test must be done by a laboratory testing all known drugs and alcohol of abuse having a sensitivity of at least 60% and a specificity of 99+%. This test shall be given the same weight as the two previous tests. If both the screening and the confirmatory tests are positive, the City may require the member to participate in a rehabilitation or detoxification program which is covered by the member's health insurance program.
- C. A member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for detoxification program. If no such leave credits are available, such member will be placed on leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates that the member is no longer using illegal drugs or abusing controlled substances, the member shall be returned to his position. Such member may be subject to regular retesting upon his return to his position for a period of one year from the date of his return.

- D. Any member in the above-mentioned rehabilitation or detoxification program(s) will not lose any seniority or benefits should it be necessary that he be required to take a leave of absence without pay for a period not to exceed ninety (90) days. However, members in such program(s) shall be eligible for sick leave advance under the provisions of Cuyahoga Falls Ordinance 132-1985 except that the eighteen (18) month limitation on length of service shall not apply.
- E. If the member refuses to undergo rehabilitation or a detoxification program, if he fails to complete a program of rehabilitation or if he tests positive at any time within one year after his return to work upon completion of a program of rehabilitation, such member shall be subject to disciplinary action including removal from office. Except as stated herein, no member shall be subject to discipline due to the fact that he tested positive on the drug screening and/or confirmatory test.
- F. Except as otherwise provided herein, the costs of all substance abuse screening tests and confirmatory tests shall be borne by the City.
- G. For the purpose of this article, "periodic" shall mean not less than one time during the term of this Agreement except that substance abuse tests may be performed at any time upon reasonable suspicion of drug or alcohol use and a member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.

### SECTION 3. RELEASES/CONFIDENTIALITY

- A. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examination/drug screen testing provided for in this article.
- B. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the values established herein for Blood Pressure and Serum Cholesterol, along with Substance Abuse Screening Test results. No other medical findings may be released without the express written permission of the member.
- C. All test results and actions taken pursuant to this article shall be kept strictly confidential except as absolutely necessary to implement the provisions of this article.

## Article 26. Workers' Compensation and Injury Leave

### SECTION 1. WORKERS' COMPENSATION AND INJURY LEAVE

- A. A member who is 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 100% of his regular straight-time pay for twenty (20) weeks, and for the next twenty (20) weeks shall receive his workers' compensation plus an additional amount from the City, so that his net after tax income from workers' compensation and the City shall be equal to what his net after the income would have been had he been regularly employed at straight-time rates. Benefits under any section above including this section shall be independent of each other and no section shall be charged against the allowance of the other.
- B. In instances where the member's conduct contributed to or aggravated his own injury or where the injuries resulted from or were aggravated by conduct which violated established standards and procedures regarding safety, then the member shall receive 90% of his regular straight-time pay for twenty (20) weeks and for the next twenty (20) weeks shall receive his workers' compensation plus an additional amount from the City, so that his net after tax income from workers' compensation and the City shall be equal to 90% of what his net after tax income would have been had he been regularly employed on straight-time rates.
- C. In the event a member disputes a finding that his conduct contributed to or aggravated his injury under this section, he may, within ten (10) days of such finding, ask that a committee be impaneled consisting of two (2) individuals selected by the OPBA Staff Representative and two (2) individuals selected by the Mayor/Safety Director to review said finding. The Committee shall report its recommendation within fifteen (15) days of being impaneled. A majority recommendation shall be binding on the City and the member. However, a tie vote by the Committee shall enable the member to submit the dispute to final and binding arbitration pursuant to the Grievance Procedure contained in this Agreement where the sole issue before the arbitrator shall be whether there is just cause to find that the member by his conduct caused or contributed to his own injury.
- D. In the event a member is injured as a result of an assault or other similar act of violence committed against him by another person while the member is acting in his capacity as a law enforcement officer, then in that case, he shall receive benefits under the provisions of Paragraph "1" of this section and paragraph "2" shall have no application.

SECTION 2. LIGHT DUTY

A member who is unable because of illness or injury to return to and perform his regular job, and who is eligible to receive benefits under other sections of this article, may be permitted to return to work on light duty status if such work is available and if both the member and the Chief of Police agree to the light duty assignment. The Chief of Police may decline light duty requests in his sole discretion, and his decision shall not be appealable through the grievance procedure or any other legal process. In the event the Chief of Police declines such request for light duty he shall provide verbal notification of the reason(s) for such denial.

**Article 27. Pension “Pick-up”**

The City shall pick up the member’s required contribution to the Ohio Police and Fire Pension Fund (OPFPF) and, for CSOs, to the Ohio Public Employees Retirement System (OPERS) in accordance with applicable laws. To accomplish this, the employee’s gross pay will be reduced by the employee’s contribution rate, which amount will be forwarded to OPFPF or OPERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee’s W-2 form, thus deferring taxes and the pension contribution and increasing the employee’s take-home pay.

**Article 28. Sick Leave**

SECTION 1. Members shall be entitled to sick leave of 4.6 hours per pay period of eighty (80) hours. Members with less than eighteen (18) months service shall be allowed a sick leave advance under the terms of Ordinance No. 132-1985.

SECTION 2. Members may use sick leave upon approval of the Chief of Police or his designee for absence due to the following:

- A. Illness, injury, or pregnancy-related condition of the member.
- B. Exposure to a contagious disease when the presence of a member at the member’s job would jeopardize the health of others.
- C. Examination by a licensed practitioner of the member for health-related purposes including but not limited to medical, psychological, dental, and optical.
- D. Illness, injury, or pregnancy-related condition of a member of the bargaining unit member’s immediate family where the bargaining unit member’s presence is reasonably necessary for the health and welfare of the bargaining unit member or family member.

- E. Examination of a member’s immediate family member by a licensed practitioner for health-related purposes including but not limited to medical, psychological, dental, optical, where the bargaining unit member’s presence is reasonably necessary.
- F. “Immediate family” is defined as the member, spouse of the member, children and the member’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. Use of sick leave by reason of death in the member’s family shall be granted as follows:

Spouse, Child, or Step-Child	Maximum of two (2) weeks
Parent, Parent-in-law, Sibling, or anyone in place of parent	Maximum of five (5) days
Sibling-in-law, Aunt, Uncle, Grandparents, Grandchildren	Maximum of three (3) days
All other relatives	Maximum of one (1) day

SECTION 3. Sick leave shall not be used for work related injuries.

SECTION 4. Sick leave taken shall be deducted on an hour-for-hour basis from the member’s accumulated sick leave.

SECTION 5. The Chief of Police or his designee may at his discretion require that any member requesting sick leave furnish or submit to any or all of the following before he shall approve any request for sick leave:

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

SECTION 6. A member 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 Chief of Police.

SECTION 7. Should it be determined by proper medical authority that the member will not be able to return to regular duties, the City has the right to require that member to apply for disability retirement. In the event of a difference of opinion as to the member's mental or physical status regarding his ability to perform his regular duties between the member's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. The member's and City's respective physicians may together recommend this third physician, and the fees and expenses of the physician shall be borne equally by the parties.

SECTION 8. Bargaining unit members may donate up to forty (40) hours of sick time to another member's sick time account, as long as the donating bargaining unit member maintains a balance of forty (40) hours of sick time in his balance after the donation. Said donation may be made in accordance with the City's policy regarding Sick Leave Donation.

SECTION 9. Upon retirement, death, or termination in good standing from active service with the City after December 31, 1993, and with ten (10) or more years of service with the City, a member of this bargaining unit, or in the case of his death, his estate or surviving spouse, shall be paid in cash one hundred percent (100%) of the value of his accrued but unused sick leave credit up to a maximum of nine hundred sixty (960) hours. Such payment shall be based on the member's rate of pay at the time of retirement. Such payment shall be made only once to any member.

SECTION 10. An employee who has qualified for a service pension under the rules from the Police and Fireman's Disability and Pension Fund by reason of age and length of service, who has at least fifteen (15) years of service with the City, and has a sick leave balance of nine hundred and sixty (960) hours or more, may elect to cash out such sick time up to nine hundred and sixty (960) hours in three (3) equal and annual payments of up to three hundred twenty (320) hours during any three (3) subsequent years of employment with the City.

- A. These payments shall be based on the employee's rate of pay at the time of each payment.
- B. The eligible employee must notify the Chief of Police and the Director of Finance of this election at least thirty (30) days prior to the first distribution of funds.

- C. All hours paid under this provision shall be deducted from the payment of 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.
- D. 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.
- E. For the purpose of funding this sick leave cash out payment, the Finance Director shall establish a fund and annually deposit a sum sufficient to cover the anticipated payout(s) under this provision. Money set aside in this fund shall only be used for the purpose of paying the benefit set forth in this section and for no other purpose.
- F. For employees hired after July 1, 2015, only sick leave credit earned through employment with the City may be converted into cash benefits upon retirement, disability retirement, or death.

SECTION 11. Members with five or more years of service and with a sick leave balance of at least 500 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:
  - A. A member who did not use sick leave for the year may convert forty (40) hours of sick leave to cash at a rate of 100% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
  - B. A member who used more than zero but not more than eight hours of sick leave may convert forty (40) hours of sick leave to cash at a rate of 75% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
  - C. A member who used more than eight but not more than sixteen hours of sick leave may convert forty (40) hours of sick leave to cash at a rate of 60% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.

- D. A member who used more than sixteen but not more than twenty-four hours of sick leave may convert forty (40) hours of sick leave to cash at a rate of 50% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.
- E. A member who used more than twenty-four but not more than thirty-two hours of sick leave may convert forty (40) hours of sick leave to cash at a rate of 25% of the member's hourly base rate of pay for the year in which the sick leave incentive was earned.

Members 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. Notwithstanding the above, sick leave incentive cash benefit payments made in calendar year 2011 on the basis of sick leave usage in calendar year 2010 shall not exceed, for each employee, the amount that the employee was paid during 2009.

#### **Article 29. 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 30. Communicable Diseases and Life-Threatening Illnesses**

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

SECTION 2. The City will comply with all federal, state, and local laws and regulations regarding discrimination against individuals suffering from life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS. The City will comply with all federal, state, and local laws and regulations protecting the confidentiality of medical records. All policies and procedures relating to benefits, sick leave, and injury leave, are

the same for employees with AIDS and other life-threatening illnesses as for all other employees.

SECTION 3. The City and the OPBA shall, within ninety (90) days from the execution of this Agreement, compile information on communicable diseases to which bargaining unit members may have exposure in the workplace. This information may be in the form of existing literature, and shall include information on modes of transmission, methods of self-protection, proper procedures and special precautions. A copy of this information shall be available at the front desk, through the OPBA and will be provided to each bargaining unit member. This information shall be reviewed by the City and the OPBA annually, through the Labor-Management Committee, and any additions or modifications shall be made available as provided herein.

SECTION 4. Any bargaining unit member who has contact with the blood or other body fluids of another while on duty should wash the affected area immediately (mucous membranes should be flushed with water). If EMS personnel respond, the member shall advise such personnel of the exposure, and shall accompany the EMS personnel to the hospital. If EMS personnel do not respond, the member shall proceed to the Cuyahoga Falls General Hospital Emergency Room as soon as possible. Upon arrival at the hospital the member shall immediately advise the emergency room physician of the exposure and the circumstances thereof, and should request to fill out the form entitled "Employee or Emergency Care Worker Request for Information on Infectious Diseases." As soon as practicable after the exposure the member shall file an Exposure Report with the Chief of Police or his designee on forms provided by the Chief of Police.

SECTION 5. The City shall reimburse bargaining unit members who report exposure as provided herein for any out of pocket expenses associated with medical testing as a result of an on duty exposure to the blood or other body fluids of another. In addition, the City will make hepatitis inoculation available to all bargaining unit members.

### **Article 31. Protective Vests**

The City shall replace protective vests provided to members of the bargaining unit at such time as the vests are no longer serviceable as provided in the manufacturer's specifications unless the vest has been rendered unserviceable due to the misuse or neglect of the member, in which case the replacement shall be the responsibility of the member. The Chief of Police shall issue a policy, within thirty (30) days of the execution of this Agreement, outlining the care, maintenance, and use of protective vests.

### **Article 32. Administrative Leave**

The Chief may place any member on administrative leave when, in the exercise of his discretion, he determines it is in the best interest of the member or the Department.

Administrative leave shall be leave with full pay and benefits and shall continue for a period determined by the Chief. Administrative leave is not punitive or disciplinary in nature. A member on administrative leave shall not report for duty during the period of such leave.

### **Article 33. Fitness Evaluation**

SECTION 1. The parties recognize the importance of member fitness in maintaining an effective and efficient department.

- A. A member who participates in the department's annual fitness evaluation shall be compensated as follows:
  - 1. For attending and participating in all aspects of the fitness evaluation, the member shall receive a minimum of four (4) hours straight pay or one and one-half (1 1/2) times the actual time spent in testing, whichever is greater;
  - 2. For each component passed, the member shall receive the amount of fifty dollars (\$50.00);
  - 3. For passing all the components, the member shall receive an additional amount of one hundred dollars (\$100.00).
- B. Item 1 shall be paid with the member's regular paycheck; items 2 & 3 shall be paid with the second pay of December of each year.

SECTION 2. Participation in the fitness evaluation shall be voluntary, and the member shall not have either his failure to participate or his performance on the evaluation considered for any purpose other than as provided in this article.

SECTION 3. The components shall be the bench press, leg press, sit-ups, push-ups, flexibility, and twelve (12) minute walk/run. Tests shall be scored strictly on a pass/fail basis. The standards shall be those set forth in a memorandum agreed to by the parties.

### **Article 34. Jury Duty**

Any member who is compelled to be absent from work due to serving on any bona fide jury shall receive full pay during the period of such jury duty. Said member shall pay to the City any sums received from the court for jury service. Officers assigned to the afternoon or night shifts shall be temporarily assigned to the day shift during actual jury duty service, subject to the operational and scheduling needs of the City. During periods of jury service, all report-for-duty obligations shall be met by the affected employee through the Chief or his designee.

### **Article 35. Layoff and Recall Procedure**

- A. To the extent authorized by Ohio Revised Code §4117.10, the layoff and recall procedures contained herein shall supersede any conflicting provision of general law.
- B. Not less than twenty (20) calendar days prior to serving or mailing a notice of layoff to members as provided in Paragraph G below, the City shall give the Union written notice of its intent to lay off members, and shall, upon request, meet with the Union thereafter to discuss alternatives, if any, to the layoffs, provided, however, that any failure to agree on alternatives to layoffs or demotion shall not be used by the Union as the basis for a grievance, a claim of unfair labor practice, a civil action, or any other legal proceeding.
- C. The order of layoffs shall be determined by reverse seniority in classification or rank with the least senior member in each classification or rank being laid off first. Seniority shall be determined by the departmental seniority list established for shift selection under Article 15.
- D. The City shall provide to each member to be laid off a written notice of layoff. Such written notice shall be personally served or mailed by certified mail to the last address on file with the City at least fourteen (14) calendar days before the effective date of each layoff. If the notice is mailed to the last address on file with the City, failure of delivery of said notice shall not constitute grounds for delaying the effectiveness of the layoff. Each notice shall contain the following information:
  - 1. The date of layoff;
  - 2. The employee's seniority date in the classification;
  - 3. A statement advising the employee of the right to recall.
- E. The City shall maintain a list of laid off employees by classification. If recalled, members will be recalled to the same classification or rank from which they were laid off, in reverse order of their layoff.
- F. A laid off member shall be eligible for recall for three (3) years. The period of recall eligibility shall be measured from the date of the member's layoff. When the recall period expires for a given member, the City shall remove the member's name from the recall list and the member will be permanently separated from the City. To be eligible for recall, a member must possess all of the qualifications required of the member to hold the position to which he or she is being recalled.

- G. To effectuate a recall, the City shall send a notice of recall by certified mail to the member's last known address as shown on the City records. For the purpose of recall, it is the member's responsibility to have a current address on file with the City. Service of the notice is satisfied if the notice is mailed to the last address on file with the City. A member on layoff will be given up to fourteen (14) calendar days to report for duty. A member who fails to return within the specified period shall waive all future recall rights. However, if within the specified period, the employee notifies the City and establishes that temporary sickness will prevent him from accepting the recall, he or she may decline the appointment and stay on the recall list. In such a case, the City will recall the next member on the list.
- H. A member on layoff status shall not cash out any accrued benefit, including without limitation, vacation, sick leave, compensatory time off, holiday pay, or any other benefit which he would otherwise be entitled to cash out upon separation from the City; provided, however, that a member on layoff status may convert his layoff to a permanent resignation, in which case he will be entitled to cash out all benefits the same as if he had resigned without being first laid off. A member who converts his layoff to a permanent resignation shall be removed from any recall list and shall forfeit any right of reinstatement.
- I. A member on layoff status shall accrue no benefits, nor shall he or she remain on the City's health insurance plan. Upon recall, the recalled employee shall have the same balances of sick leave, vacation and seniority that the employee had on the date of the layoff.

**Article 36. Term of Agreement**

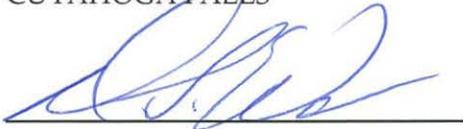
This agreement shall be in effect from July 1, 2015, to June 30, 2018. To initiate negotiations for a successor agreement, either party may give written notice to the other at least ninety (90) days prior to June 30, 2018.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this agreement to be executed by its Mayor and OPBA has caused this agreement to be executed by its OPBA 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.

FOR THE CITY OF  
CUYAHOGA FALLS



Mayor Don Walters

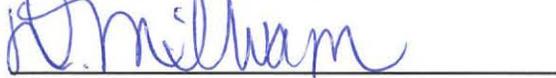
FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION



S. Randall Weltman



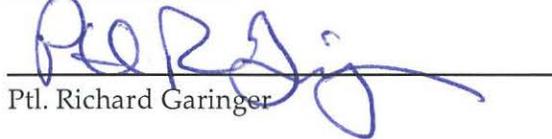
Ptl. Ruben Miller



Ptl. Dawn McIlvain



Ptl. Don Patterson



Ptl. Richard Garinger

**Certificate of the Director of Law**

Approved as to form and correctness:

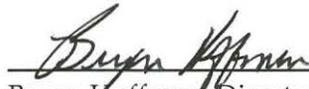
  
\_\_\_\_\_  
Russ Balthis, Director of Law

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: 2/19/16

## APPENDIX A – WAGE TABLE

Ohio Patrolmen’s Benevolent Assoc. Police Officers, Community Service Officers (Blue)  
Wages set forth in terms of hourly rates

Rates Effective July 1, 2015 (3.0 Percent)

	Steps						
	A	B	C	D	E	F*	G**
CSO	19.6328	21.6716	22.7250	23.7781	25.1013	25.8575	26.6136
Patrolman	22.8058	25.1553	26.3300	27.5184	29.0439	29.8811	30.7453

Rates Effective January 1, 2016 (2.0 Percent)

	Steps						
	A	B	C	D	E	F*	G**
CSO	20.0255	22.1050	23.1795	24.2537	25.6033	26.3747	27.1459
Patrolman	23.2619	25.6584	26.8566	28.0688	29.6248	30.4787	31.3602

Rates Effective July 1, 2016 (1.5 Percent)

	Steps						
	A	B	C	D	E	F*	G**
CSO	20.3259	22.4366	23.5272	24.6175	25.9873	26.7703	27.5531
Patrolman	23.6108	26.0433	27.2594	28.4898	30.0692	30.9359	31.8306

Rates Effective July 1, 2017 (2.5 Percent)

	Steps						
	A	B	C	D	E	F*	G**
CSO	20.8340	22.9975	24.1154	25.2329	26.6370	27.4396	28.2419
Patrolman	24.2011	26.6944	27.9409	29.2020	30.8209	31.7093	32.6264

\*After 7 Complete Service Years

\*\*After 12 Complete Service Years

APPENDIX B – ORDINANCE 160-2003

Substitute B-137 (12/9/03)

Presented by the Administration

CITY OF CUYAHOGA FALLS, OHIO

(7-3)

ORDINANCE NO. 160 - 2003

AN ORDINANCE AMENDING SECTION 151.09 OF THE CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, Section 151.09 of the codified ordinances provides for the reimbursement to City retirees of all pension system medical insurance premiums, deductibles and co-payments, and

WHEREAS, the City is unique among public agencies in Ohio in providing this level of reimbursement to its retirees as 98% of public agencies in Ohio provide no reimbursement to their retirees whatsoever, and

WHEREAS, recent changes to the medical benefits provided by the state pension systems have resulted in enormous cost increases to the City,

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

Section 1. That Section 151.09 of the Codified Ordinances of the City of Cuyahoga Falls is hereby amended to read as follows in its entirety:

151.09 Medical Health Care for Retirees

(1) As used herein "retiree" means an employee who is currently retired, or retires hereafter, with the Ohio Public Employees Retirement System (PERS) or the Ohio Police and Fire Pension Fund (OP&F) from employment with the City of Cuyahoga Falls having a minimum of 12 years of continuous full-time service with the City immediately before the date of retirement. Retiree does not include any employee whose date of hire is on or after January 1, 2004. As used herein, "health care cost" means health insurance premiums, prescription drug insurance premiums, and deductibles and co-payments, charged under a health care plan provided to the retiree, or the surviving spouse of the retiree by virtue of the retiree's public employment, by either PERS or OP&F to provide health care to the retiree, the retiree's eligible spouse, and the retiree's eligible children.

(2) Except as otherwise provided by applicable collective bargaining agreements, effective January 1, 2004, the City shall reimburse a retiree for health care costs incurred by the retiree or the surviving spouse of the retiree up to the following annual maximum amounts:

PERS Retirees	\$1,935.00 per retiree to include premiums, deductibles and copayments, which amount shall increase 5% per year commencing January 1, 2005.
OP&F Retirees	
Single Coverage	\$1,129.00 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2005, plus \$400.00 for deductibles and copayments.
Single and Spousal Coverage	\$2,831.00 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2005, plus \$400.00 for deductibles and copayments.
Family Coverage	\$3,575.00 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2005, plus \$400.00 for deductibles and copayments.

62 The annual reimbursement maximum for premiums shall be prorated on a monthly basis  
63 and the amount of reimbursement for premiums in a given month shall not exceed the  
64 prorated monthly amount.

65  
66 (3) The reimbursements provided for herein shall cease upon the happening of either of the  
67 following events.

68  
69 (a) The retiree and the retiree's spouse both reach the age of 65 years.

70  
71 (b) The retiree, the retiree's spouse, or the surviving spouse of a retiree becomes  
72 employed on a full-time basis with the City of Cuyahoga Falls,

73  
74 (c) Any event, the effect of which under eligibility requirements in effect at PERS or  
75 OP&F would be that PERS or OP&F would cease to provide insurance premium subsidies  
76 to the retiree or the retiree's surviving spouse.

77  
78 (4) In the event that either PERS or OP&F terminate health care coverage to retirees after the  
79 effective date of this ordinance, an adversely affected retiree shall be permitted to return to  
80 the City's health care plan, provided that the retiree pay one-third the amount of the  
81 premium charged pursuant to the Comprehensive Omnibus Budget Reconciliation Act.

82  
83 (5) The Director of Finance is hereby authorized and directed to make the payments provided  
84 for herein.

85  
86 Section 2. That Ordinance 173-191 and any other ordinance dealing with retiree health care  
87 and any ordinances or resolutions or portions of ordinances and resolutions inconsistent  
88 herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and  
89 which have not previously been repealed are hereby ratified and confirmed.

90  
91 Section 3. That it is found and determined that all formal actions of this Council concerning  
92 and relating to the passage of this ordinance were taken in an open meeting of this Council and  
93 that all deliberations of this Council and of any committees that resulted in those formal actions  
94 were in meetings open to the public, in compliance with all legal requirements including Section  
95 121.22 of the Ohio Revised Code.

96  
97 Section 4. That this ordinance is hereby declared to be an emergency measure necessary for  
98 the preservation of the public peace, health, safety, convenience and welfare of the City of  
99 Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote of two-  
100 thirds of the members elected or appointed to Council, it shall take effect and be in force  
101 immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in  
102 force at the earliest period allowed by law.

103  
104  
105  
106 Passed: December 15, 2003

Kenneth Hummel  
President of Council

Christopher J. Beede  
Clerk of Council

107  
108  
109  
110  
111 Approved 12/16/03

D. Robert  
Mayor

112  
113 12/15/03  
114 O:\2003 ordinances\retiree-medical-sub7.doc  
115  
116  
117

**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:

	<u>NETWORK</u>	<u>NON-NETWORK</u>
Deductible		
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		\$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.

MEMORANDUM OF UNDERSTANDING

FITNESS EVALUATION

In the implementation of the Fitness Evaluation program for the Department the parties agree as follows:

1. The standards shall be those set forth in the "Cooper" protocol attached hereto.
2. A passing grade shall be obtained by achieving the 50<sup>th</sup> percentile for the member's age and gender.
3. The components shall be graded on a pass/fail basis.
4. Any records related to the evaluation shall be maintained in a separate Fitness Evaluation file maintained by the Chief.

Participation in the Evaluation is voluntary, however, to qualify for Fitness Evaluation compensation a member must participate in all components of the Evaluation unless excused by the Chief or his designee.

City of Cuyahoga Falls

Ohio Patrolmen's Benevolent Association

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Date 8/11/09

Date 8/12/09

## PHYSICAL FITNESS TESTING

Physical fitness can be defined into two categories: health-related and motor-related. The health-related components of physical fitness are of great importance because they make an individual fit for life, being functional and productive for everyday living. Motor-related components make an individual successful in athletics or motor-developed activities.

Each category has the following components:

### Health-Related

- A. Strength
- B. Dynamic strength
- C. Flexibility
- D. Cardiovascular

### Motor-Related

- A. Coordination
- B. Agility
- C. Power
- D. Balance
- E. Speed
- F. Accuracy

The health-related components are those which are tested to determine an applicant's fitness level. This approach emphasizes basic, functional fitness, not agility tasks. The controlled tests that are performed and the fitness norms used to determine these fitness levels are prescribed from Dr. Kenneth Cooper's Institute of Aerobics Research in Dallas, Texas, whose expertise in the area of exercise physiology is well known.

The following tests and their descriptions are used to determine the health-related fitness levels of the applicants. The accompanying tables for each test list the percentile levels of the general population norms. It is expected that EACH PARTICIPANT will perform the optimal level on each event, as this process is a physical fitness assessment.

NOTE: Participants in the fitness testing are to PACE themselves throughout the phases of the assessment process. It is SUGGESTED that participants consult with their physicians regarding the content of this testing and the effect the testing may have relative to any past or present illnesses, conditions or injuries which may affect his/her participation in, and ability to perform, the testing program.

## COMPONENTS OF FITNESS TESTING

### I. Strength:

Strength is the amount of tension a muscle can exhibit in one maximal contraction. Two tests that go through the full range of motion which meet the total body strength criterion are the single repetition maximum BENCH PRESS and LEG PRESS.

#### A. Procedure:

1. Estimate the weight that an individual press in one maximum effort.
2. For the BENCH PRESS, load the weights about one-half of the estimated weight or the following: Male -  $2/3$  body weight; Female  $1/2$  body weight. For the LEG PRESS, the weights are loaded for both males and females to body weight.
3. The individual is instructed to press the weight once for an easy warm-up.
4. The loading of the weights is increased in ten pound or more increments to maximum. The first three to four repetitions serve as warm-up lifts in order to prevent injury and to prepare the person for a maximal lift on the fifth or sixth effort.
5. The score for this test is the maximum number of pounds lifted in one repetition.
6. The performance factor is determined by dividing the maximum weights lifted by the body weights of the candidate.

### II. Dynamic Strength – Muscular Endurance Testing:

Muscular Endurance is the ability to contract the muscle repeatedly over a period of time. Low muscular endurance indicates inefficiency in movement and low capacity to perform work.

#### A. Procedure:

Sit-up Test: This test indicates the muscular endurance of the abdominal muscle group, an area of important concern.

1. The subject starts by lying on his back with knees bent, heels flat on the floor.
2. A partner holds the feet down.
3. The subject then performs as many correct sit-ups as possible in one minute.
4. In the up position, the individual should touch elbows to knees and return to a full lying position before starting the next sit-up.
5. Score is total number of correct sit-ups.

Push-up Test: This test measures muscular endurance of the shoulder (deltoids, pectorals, triceps).

1. The test administrator places his fist on the floor below the subject's chest.
2. The subject must keep the back straight at all times and from the up position lower him/herself to the floor until the chest touches the administrator's fist and then push back to the up position again.
3. The subject repeats push-ups for one minute, non-stop, except in the UP position.
4. The total number of correct push-ups in one minute is recorded as the score.

### III. Flexibility:

Flexibility is included in total fitness assessment because of the wide-spread problems of low back pain and joint soreness. Flexibility is the range of possible movement in a joint or group of joints. It is necessary to determine the functional ability of the joints to move through a full range of motion. No general flexibility test measures the flexibility of all joints, however, the trunk flexion or the sit and reach test serves as an important measure of hip and back flexibility.

A. *Procedure:*

1. The subject should warm up slowly by practicing the test.
2. The subject sits on the floor with legs extended at right angles against a box.
3. The heels touch the near edge of the box and are eight inches apart.
4. A yardstick is placed between the legs of the subject and rests on the box with the 15" mark of a yardstick on the edge of the box and the short end toward the subject.
5. The subject slowly reaches forward with both hands as far as possible and holds the position momentarily.
6. The distance reached on the yardstick by the fingertips in inches is recorded.
7. The best of three trials is considered as the flexibility score.

IV. Cardiovascular Endurance – Aerobic Power Test

The term "aerobics" was adapted from the term aerobic which refers to the type of metabolism utilizing oxygen in the production of energy for the body. The 12-minute run/walk test is used to determine the efficiency of the cardio-respiratory system.

A. *Procedure: 12-Minute Run/Walk*

1. An indoor or outdoor track is used or another suitable running area measured so that exact distances are indicated.
2. The distance covered in 12 minutes is then compared to the norm tables.
3. IMPORTANT SUGGESTIONS!!

- a. Each subject should have experience and practice in pacing prior to the test. Subjects should pace themselves to avoid becoming fatigued too early.
- b. On the day of testing, the participants should refrain from smoking or eating for two hours preceding the test.
- c. It is advisable to allow adequate time prior to the test for stretching and warm-up exercises.
- d. During the administration of the test, participants will be informed of the times.
- e. An important consideration at the end of the run is the "cool down" period. Participants should keep walking for five to ten minutes after the run to prevent pooling of blood in the lower extremities.