

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. 101 - 2012

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
8 AN AMENDMENT OF CONTRACT NO. 6657 WITH THE UTILITY
9 WORKERS' UNION OF AMERICA, LOCAL 399, AND DECLARING
10 AN EMERGENCY.

11
12 WHEREAS, pursuant to the authority of Ord. No. 27-2011, the Mayor entered into a collective
13 bargaining agreement (Contract No. 6657) with the Utility Workers' Union of America, Local 399
14 (UWUA), representing various classifications of employees; and

15
16 WHEREAS, the Mayor and his representatives and UWUA have bargained collectively and in
17 good faith and said bargaining has resulted in a tentative agreement on an amendment to Con-
18 tract No. 6657; and

19
20 WHEREAS, on or about December 5 2012, the membership of UWUA ratified said
21 amendment,

22
23 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County
24 of Summit and State of Ohio, that:

25
26 Section 1. The Mayor is hereby authorized to enter into an amendment of Contract No. 6657
27 with the Utility Workers' Union of America, Local 399, representing various classifications of em-
28 ployees, substantially in the form of agreement placed on file with the Clerk of Council in Council
29 File No. _____.

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32 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of ordi-
33 nances and resolutions not inconsistent herewith and which have not previously been repealed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

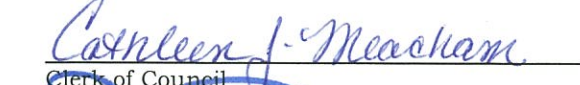
35
36 Section 3. It is found and determined that all formal actions of this Council concerning and
37 relating to the adoption of this ordinance were adopted in an open meeting of this Council and
38 that all deliberations of this Council and of any of its committees that resulted in such formal
39 action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

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

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49 Passed: 12/27/12

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51 President of Council PRO TEM

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55 
56 Clerk of Council

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58 Approved: 12/31/12

59 
60 Mayor

**First Amendment to the
Collective Bargaining Agreement (Contract No. 6657)**

by and between

Utility Workers' Union of America, Local 399

And

City of Cuyahoga Falls

This First Amendment to the collective bargaining agreement (Contract No. 6657) by and between the City of Cuyahoga Falls ("City"), and the Utility Workers' Union of America ("UWUA") is entered into as of this _____ day of _____, 2012, pursuant to the authority of Ord. No. _____, passed _____, 2012.

WITNESSETH:

WHEREAS, pursuant to the authority of Ord. No. 27-2011 the City and UWUA, on March 24, 2011, entered into the collective bargaining agreement now known as City Contract No. 6657 (the "Contract"), and

WHEREAS, it is in the mutual best interests of the City and UWUA to amend the Contract, and the parties desire to do so,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and UWUA hereby agree as follows:

1. Salary Supplements

In addition to the compensation called for in the Contract, each eligible full-time employee in the UWUA bargaining unit shall receive a single salary supplement payment in the amount of \$2,916.67 on or before January 31, 2013. To be eligible, the employee must have been employed full-time by the City on November 15, 2012, regardless of his employment status on the date of this Amendment or the date of payment. Salary supplement payments will be taxable and will be subject to withholding, except that no employee pension contribution will be withheld and no corresponding employer pension contribution will be made. Salary supplement payments will be direct-deposited into the account specified by the employee for deposit of the employee's regular paychecks. The City may withhold different amounts or additional amounts from the salary supplement payments or subsequent paychecks if changes in tax laws occurring after the date of this amendment require it to do so.

2. Compensation

[Note: New language in double underline]

Article 32 of Contract No. 6657 is hereby amended to read in its entirety as follows:

Article 32. Hourly Rates of Pay

Classifications and Pay Ranges

- ED-22 Apprentice, Substation/Meter/Meterman
Apprentice, Lineman
- ED-23 Public Utilities Dispatcher
- ED-25 Electric Engineering Draftsman I
Electrician, Substation/Meter/Meterman Class "C"
Lineman Class "C"
- ED-26 Equipment Operator
Utility Man
- ED-27 Electric Engineering Draftsman II
- ED-28 Electrician, Substation/Meter Meterman Class "B"
Lineman Class "B"
- ED-29 Electric Service Representative
Electric Engineering Draftsman III
- ED-29 (SCADA) Electric Engineering Draftsman III (with SCADA duties)
- ED-30 Electrician, Substation/Meter/Meterman Class "A"
Lineman Class "A"

Effective July 1, 2011, the base rates of pay for bargaining unit members shall increase two and one-quarter percent (2.25%). The rates of pay shall be as shown on the following schedule.

Utility Worker's Union of America (AFL-CIO) Local No. 399
 Rates Effective July 1, 2011
through December 31, 2014

| | Steps | | | | |
|------------------|---------|---------|---------|---------|---------|
| | A | B | C | D | E |
| ED-22 | 15.4165 | 16.2950 | 16.6619 | 17.1601 | 17.7237 |
| ED-22 - 5 Years | 15.5476 | 16.4260 | 16.7929 | 17.3043 | 17.8550 |
| ED-22 - 10 Years | 15.6787 | 16.5702 | 16.9372 | 17.4354 | 18.4579 |
| ED-22 - 15 Years | 15.9016 | 16.7798 | 17.1469 | 17.6583 | 18.6676 |
| ED-22 - 20 Years | 16.0605 | 16.9476 | 17.3184 | 17.8349 | 18.8543 |
| ED-23 | 16.3389 | 16.8858 | 17.6487 | 18.3352 | |
| ED-23 - 5 Years | 16.4406 | 16.9619 | 17.7375 | 18.4114 | |
| ED-23 - 10 Years | 16.8158 | 17.5024 | 18.2780 | 18.9646 | |
| ED-23 - 15 Years | 17.1908 | 18.0427 | 18.8184 | 19.5177 | |
| ED-23 - 20 Years | 17.3627 | 18.2232 | 19.0064 | 19.7129 | |
| ED-25 | 21.6566 | 22.4038 | 22.6397 | 23.0987 | 23.3478 |
| ED-25 - 5 Years | 21.8007 | 22.5349 | 22.7839 | 23.2297 | 23.5049 |
| ED-25 - 10 Years | 21.9450 | 22.6922 | 22.9150 | 23.3608 | 24.2129 |
| ED-25 - 15 Years | 22.1416 | 22.8888 | 23.1378 | 23.5837 | 24.4489 |
| ED-25 - 20 Years | 22.3631 | 23.1177 | 23.3692 | 23.8194 | 24.6933 |
| ED-26 | 22.4038 | 23.0987 | 23.3739 | 24.2784 | 25.0519 |
| ED-26 - 5 Years | 22.5349 | 23.2297 | 23.5313 | 24.4226 | 25.1831 |
| ED-26 - 10 Years | 22.6922 | 23.3608 | 23.6623 | 24.5537 | 25.9433 |
| ED-26 - 15 Years | 22.8888 | 23.5837 | 23.8719 | 24.7634 | 26.1530 |
| ED-26 - 20 Years | 23.1177 | 23.8194 | 24.1108 | 25.0111 | 26.4147 |

| | A | B | C | D | E |
|-----------------------------|---------|---------|---------|---------|---------|
| ED-27 | 24.6718 | 25.0519 | 25.3533 | 25.6679 | 25.8908 |
| ED-27 - 5 Years | 24.8160 | 25.1831 | 25.4975 | 25.8122 | 26.0220 |
| ED-27 - 10 Years | 24.9471 | 25.3272 | 25.6287 | 25.9433 | 26.8215 |
| ED-27 - 15 Years | 25.1569 | 25.5369 | 25.8515 | 26.1530 | 27.0444 |
| ED-27 - 20 Years | 25.4084 | 25.7924 | 26.1099 | 26.4147 | 27.3149 |
| ED-28 | 24.8946 | 25.2748 | 25.5630 | 25.8908 | 26.1005 |
| ED-28 - 5 Years | 25.0389 | 25.4188 | 25.7073 | 26.0220 | 26.2448 |
| ED-28 - 10 Years | 25.1700 | 25.5501 | 25.8515 | 26.1793 | 27.0444 |
| ED-28 - 15 Years | 25.3796 | 25.7598 | 26.0482 | 26.3759 | 27.2410 |
| ED-28 - 20 Years | 25.6333 | 26.0174 | 26.3087 | 26.6397 | 27.5135 |
| ED-29 | 27.1231 | 27.6868 | 28.0539 | 28.5783 | 29.1421 |
| ED-29 - 5 Years | 27.2541 | 27.8441 | 28.1980 | 28.7224 | 29.2862 |
| ED-29 - 10 Years | 27.4115 | 27.9753 | 28.3422 | 28.8535 | 30.1646 |
| ED-29 - 15 Years | 27.6082 | 28.1851 | 28.5521 | 29.0633 | 30.3611 |
| ED-29 - 20 Years | 27.8844 | 28.4669 | 28.8376 | 29.3539 | 30.6647 |
| ED-29 (SCADA) | 27.6710 | 28.2348 | 28.6018 | 29.1261 | 29.6898 |
| ED-29 - 5 Years (SCADA) | 27.8021 | 28.3921 | 28.7458 | 29.2704 | 29.8340 |
| ED-29 - 10 Years (SCADA) | 27.9594 | 28.5231 | 28.8901 | 29.4014 | 30.7124 |
| ED-29 - 15 Years (SCADA) | 28.1561 | 28.7330 | 29.1000 | 29.6112 | 30.9089 |
| ED-29 - 20 Years (SCADA) | 28.4377 | 29.0203 | 29.3909 | 29.9073 | 31.2179 |
| ED-30 | 27.7296 | 28.2932 | 28.6735 | 29.1848 | 29.7351 |
| ED-30 - 5 Years | 27.8738 | 28.4244 | 28.8045 | 29.3289 | 29.8663 |
| ED-30 - 10 Years | 28.0047 | 28.5685 | 28.9487 | 29.4599 | 30.7577 |
| ED-30 - 15 Years | 28.2276 | 28.7783 | 29.1584 | 29.6828 | 30.9806 |
| ED-30 - 20 Years | 28.5100 | 29.0661 | 29.4500 | 29.9797 | 31.2904 |

The time period between merit step increases shall be six (6) months for each such merit step increase granted except that the time period between merit step increased for the position of Stockkeeper shall be twelve (12) months.

Not less than ten (10) days nor more than twenty (20) days before an employee is due to receive a merit step increase, he shall notify his foreman (or in the foreman's absence, the Assistant Superintendent) in writing, of the date he is due to receive such a merit step increase. Failure of an employee to provide such notification may, at the City's discretion, constitute grounds for denying any such merit step increase due. However, nothing in this section shall preclude the City from granting any such merit step increase in the absence of such notification.

In the event an employee is to be denied a merit step increase, the employee shall be notified of such denial at least five (5) working days prior to the date the employee was to have received said merit step increase. The notification herein required shall be in writing and shall state the reason(s) for denial of the merit step increase.

Longevity Pay

As of July 1, 1999, the former longevity has been computed into an hourly amount and added to the base pay, and longevity has been eliminated.

Other Pay

In the event employees are required by emergency conditions to work such extended hours that they are incapable of working safely during their next scheduled work day, then management may in its absolute unfettered discretion, excuse the absence of said employees and pay them at their regular base rate for any day or portion thereof that they are incapable of working safely.

Gloving Bonus

The base pay rates for employees in the classification of Lineman A and Substation Electrician/Meterman A include a gloving bonus of thirty-five cents (\$0.35) per hour. In the past, this bonus was paid separately, but, effective 7/1/2008, has been rolled into the base rate of pay.

Scada Bonus

The base pay rates for employees in the position of Draftsman III and assigned and performing the duty of maintaining the SCADA and database reflect a SCADA bonus of fifty cents (\$0.50) per hour. In the past, this bonus was paid separately, but effective 7/1/2008, has been rolled into the base rate of pay.

Reimbursement of Footwear

Effective January 1, 2009, members hold the position of Linemen are entitled to be reimbursed in an amount up to four hundred fifty dollars (\$450.00) for the purchase of work shoes/boots. Members holding the positions of Equipment Operator, Substation Electrician/Meterman, and Utility man are entitled to be reimbursed in an amount up to three hundred dollars (\$300.00) during the course of the contract. Members holding the positions of Draftsmen and Service Representative are entitled to be reimbursed in an amount up to one hundred, fifty dollars (\$150.00) for work shoes/boots during the course of the contract. Boots shall be defined as a brown or black leather boot and/or work shoe or any other shoe approved by the Superintendent. Footwear reimbursement shall not be used for tennis shoes or dress shoes. For reimbursement, the member must submit a legible copy of the receipt(s) to the Superintendent of the Electric Department. The shoes/boots must be purchased during the course of the contract. For the purposes of this clause, the "course of the contract" means January 1, 2011 through December 31, 2013. A second footwear reimbursement shall be provided for the period January 1, 2014 through December 31, 2014 ("2014 reimbursement") and the 2014 reimbursement shall be prorated at one third of the reimbursement available during the "course of the contract." All other conditions for footwear reimbursement apply to the 2014 reimbursement.

The City shall provide uniforms for members to wear while on duty. The uniforms shall be provided on a quartermaster system, and the City shall work with the bargaining unit in selecting the style of uniform to be worn, provided that the City's selection of a uniform style and associated equipment shall be final.

Commercial Driver's License

Any employee hired after January 1, 2011 into any job classification that requires a Commercial Driver's License (see Appendix "A") must attain a "Class A" Commercial Driver's License within one year of employment. The employee will be reimbursed for the cost of all testing and license fees, and will be permitted to take the test during working hours.

Employees who as of January 1, 2011 are already in a job classification that requires

a Commercial Driver's License will receive the same reimbursement if they attain a "Class A" Commercial Drivers License prior to January 1, 2013.

Any employee required to have a Commercial Driver's License who has had his license suspended, or has allowed his license to expire, shall not be disciplined for failing to maintain an essential job qualification unless the license is not reinstated within eighteen (18) months after its suspension or expiration.

PERS Pick-Up

On or before July 1, 1985, the City shall implement a system whereby it shall pick up the employee's required contribution to PERS without additional cost to the City and in accordance with applicable Internal Revenue Service Rulings, Ohio Attorney General Opinions, and State regulations and procedures. This pick-up provision shall be without cost to the City and shall be for the purpose of defining employee tax liability. To accomplish this, the wage otherwise currently payable to the employee under this contract shall be reduced by the amount of the PERS pick-up. The employee's contract wage thus shall consist of two (2) components: (1) a currently payable ("cash") component, and (2) a deferred ("pick-up") component, which shall be the amount of the employee's required PERS contribution being picked up by the City. For all other purposes, except those pertaining to this amount in relation to state and federal taxes, the employee's wages shall still relate to his/her placement on the wage schedule.

Mutual Aid Service

While working on a mutual aid assignment in a mutual aid community at the direction of the City, each bargaining unit member will be paid at the rate of two times his regular rate of pay during actual work. "Actual Work" includes travel to and from the host community. Bargaining unit members will not be paid for meal or rest breaks; nor shall bargaining unit members be reimbursed for meals or lodging. It is understood that meals and lodging are the responsibility of the host community. However, reimbursement for reasonable out-of-pocket expenses for meals and lodging will be paid if the host community fails to meet its responsibility. This Mutual Aid Clause is retroactive to March 24, 2011.

3. Term of Agreement

[Note: New language in double underline]

Article 39 of Contract No. 6657 is hereby amended to read in its entirety as follows:

Article 39. Term of Agreement

This agreement shall be in effect from January 1, 2011, to December 31, 2014, except that Articles 15, 21 and 28 of this Agreement, to the extent they differ from the Collective Bargaining Agreement expiring December 31, 2010, will be effective upon execution. To initiate negotiations for a successor agreement, either party may give written notice to the other at least ninety (90) days prior to December 31, 2014.

4. Contingency

If the salary supplement payments are not made as contemplated in Section 1 of this First Amendment, the Contract changes set forth in Sections 2 and 3 of this First Amendment shall be null and void.

5. Vacation Sell-Back

[Note: New language in double underline]

Section E of Article 30 of Contract 6657 is hereby amended to read in its entirety as follows:

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

– vacation may not be sold until the member has completed five (5) years of service with the City and has qualified for three (3) weeks vacation

– vacation may be sold in one (1) week increments only

–vacation may be sold in whole hour increments less than or greater than a weekly increment only in the second pay period of June or the second pay period of November

– vacation must be sold in the year in which it is credited to the member, and

– a member may both bank and sell vacation, as provided herein, in the same year, so long as the member is qualified to do both.

IN WITNESS WHEREOF, the parties hereto have set forth their authorized signatures:

Date: _____

CITY OF CUYAHOGA FALLS

UTILITY WORKERS' UNION OF AMERICA,
LOCAL 399

By: _____

Don L. Robart, Mayor

By: _____

Matt Sladky, President

By: _____

Donald P. Opatka, Staff Representative

Certificate of the Director of Law

Approved as to form and correctness.

Paul A. Janis
Director of Law
Date: _____

Certificate of the Director of Finance

To the Mayor, Director of Public Safety or Director of Public Service:

I hereby certify that the funds required to meet the City's obligations 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.

Joseph F. Brodzinski
Director of Finance

Date: _____