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**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

C.S.P.A.

and

CITY OF AKRON, OHIO

JANUARY 1, 2022

to

DECEMBER 31, 2024

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PREAMBLE

This Agreement is made and entered into this **1st day of January 2022** between Daniel Horrigan, Mayor of the City of Akron, Ohio, hereinafter referred to as the Administration, and the Civil Service Personnel Association, Inc., hereinafter referred to as the Union or C.S.P.A.

ARTICLE I

Purpose

The objectives of this Agreement are:

1. To provide for the equitable and peaceful adjustment of differences which may arise.
2. To ensure the right of every employee to fair and impartial treatment.
3. To provide an opportunity for the Union and the Administration to negotiate proper standards of wages, hours, and other conditions of employment.
4. To achieve and maintain harmonious relations between the Union and the Administration.
5. To provide an opportunity for employees to meet with the Administration through their representatives to exchange views on policies and procedures affecting the conditions of their employment.

ARTICLE II

Recognition

1. The Administration recognizes the Union as the exclusive bargaining agent in any and all matters subject to the collective bargaining process for all employees within the job classifications set forth in Appendix A to this Agreement and for any classification created subsequent to the execution of this Agreement when assigned to the C.S.P.A. bargaining unit by the Administration on the basis of community of interest.
2.
 - a) The Union shall be notified of any proposal to establish a new job classification or to change duties and responsibilities of any existing job classification thirty (30) days before the Civil Service Commission acts upon the proposal. This time limit may be waived by the mutual agreement of the parties.
 - b) If a new classification is established, the Administration shall promptly notify the Union of its decision that the job classification be included or excluded from the bargaining unit.
 - c) The Union may grieve the failure to receive timely notification in paragraph (a) above, or the Administration's decision in paragraph (b) above. A grievance concerning paragraph (b) above will be decided based on the relationship the new

classification has to existing bargaining or non-bargaining unit classifications in the City.

- d) The Union may process the grievance beginning at the third (3rd) step of the grievance procedure as outlined in this Agreement, provided the grievance is submitted within seven (7) days.
 - e) This section shall not be used for the purpose of eroding the present bargaining unit, as contained in Appendix "A" of this Agreement.
3. The bargaining rights agreed to herein, shall be interpreted to mean that the Administration will neither make changes nor make recommendations concerning matters subject to the collective bargaining process (wages, hours, and other terms and conditions of employment), without first negotiating with the Union and attempting to reach an agreement thereon.
 4. The Administration shall notify the Union President or his designee in writing, on a monthly basis of all new hires in the bargaining unit, showing name, address, title, division, service date, and birth date.

ARTICLE III

Union Security/Maintenance of Membership

1. Check-off. The Administration, upon written authorization of the employee, shall deduct from each pay of said employee current union dues and remit same to the Union. Authorization forms shall be provided by the Union.
2. The Administration will not concurrently deduct dues from more than one organization or union from one pay of any one employee.
3. All employees who are covered by this Agreement and who are members of the Union who do not wish to remain a member of the Union may revoke their membership in the Union by completing and submitting a Union Withdrawal Card to the Secretary of the Union by the U.S. Postal Service or Emailed, postmarked between November 1st and November 30th. The time period indicated in their membership authorization section of their member application shall override the above dates for revocation purposes.

The Union's Constitution and Bylaws govern the employee's membership in the Union and the withdrawal procedure. If an individual who wishes to revoke his or her membership notifies management, management will direct the individual to the Union.

4. The Union and its successors and assigns shall indemnify and save the Administration harmless from any liability as a result of making deductions in accordance with this Agreement.
5. At the time dues deductions are made during each pay period, the Administration will furnish the Union Treasurer a check for said dues deductions, along with a listing of all

bargaining unit members, indicating the department where the individual worked, as well as the amount deducted.

6. The City shall deduct voluntary contributions to the C.S.P.A.'s Political Contributing Entity (PCE) from the pay of an employee upon receipt from the C.S.P.A. of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the City by the C.S.P.A. Payment shall be made to the Civil Service Personnel Association PCE within fifteen (15) days of the date deducted. This payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the lists of employees who had C.S.P.A. dues or fair share fees deducted. An employee shall have the right to revoke his PCE authorization at any time by giving written notice to the City and the C.S.P.A. The City's obligation to make this deduction shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. All PCE contributions shall be made as a deduction separate from the dues or fair share fee deductions.
7. The Administration agrees that if for any reason they fail to deduct dues in the pay period that is set for dues, they will deduct said dues in the following period. The Union agrees that there shall be no liability on the part of the City for the collection of any unpaid dues which may be due the Union from the employee, who, because of absence from work or termination of employment, has no wages payable to him at regular time for dues collections.

ARTICLE IV Management Rights

The Administration retains all rights of managing and directing the work force except where specifically limited by the terms of this Agreement.

ARTICLE V Amendments

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

ARTICLE VI Work Rules

The Administration shall notify the Union President before posting work rules established solely by the Administration. Work Rules will not become effective until after they have been posted for ten (10) calendar days. Notice shall be deemed the date of mailing.

Upon request of the Union, the Administration agrees to meet with the Union to discuss the posted work rules prior to implementation.

The Administration shall provide the Union with a copy of existing work rules as requested.

ARTICLE VII Union Officers

1. If an officer of the Union, during his term in office, is promoted into a classification outside the bargaining unit, he will be recognized by the Administration as a representative of the Union until the term of office has been completed or the termination date of the contract has been reached, whichever is sooner.
2. The Union will provide to the Deputy Mayor for Labor Relations a current list of all Union officers, Stewards, and committees authorized to represent the Union.

ARTICLE VIII Benefits

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

Section I

1. Wages – Ord. ~~238-2019~~ **226-2022**
2. Overtime – Ord. 65-2012/Akron Codified Ordinance 35.05
3. Sick Leave – Ord. 65-2012/Akron Codified Ordinance 35.03
4. Working Hours — Ord. 65-2012/Akron Codified Ordinance 35.02
5. Dental Program — Ord. 169-2012
6. Healthcare Benefits — Ord. 169-2012, 239-2019
7. Vacations — Ord. 65-2012/Akron Codified Ordinance 35.01
8. Longevity Pay — Ord. 65-2012/Akron Codified Ordinance 35.06
9. Retirement Differential — Ord. 65-2012/Akron Codified Ordinance 35.07
10. Vision Care ---Ord. 169-2012

- 11. Risk Management—Ord. 101-1978
- 12. Jury Duty—Ord. 65-2012/Akron Codified Ordinance 35.10
- 13. Injury leave – Ord. 65-2012/Akron Codified Ordinance 35.04

Sections II through XII are descriptive of the above referenced ordinances. They do not reflect the ordinances in their entirety.

Section II - Sick Leave

- 1. In addition to vacation leaves, all permanent full-time employees who have completed ninety days of service shall be entitled, for each completed month of service, to sick leave of ten (10) hours with pay.
- 2. Unused sick leave shall be cumulative up to 1000 hours, which shall be called the employee's primary sick leave bank. In the event a permanent employee of the City retires and is qualified to receive and is granted either disability or a normal retirement pension under the Public Employees Retirement System, such permanent employee shall receive pay for his unused accumulated sick leave in an amount not to exceed 1000 hours.
 - a. Effective January 1, 2018, if a permanent CSPA employee of the City has been previously granted either a disability or regular retirement pension from an Ohio State retirement system other than OPERS, and such permanent employee has been re-employed with the City as a CSPA Bargaining Unit member for a period of not less than five (5) years, that employee shall upon subsequent retirement from the City, receive payment for his/her unused accumulated sick leave up to, but not in excess of one thousand (1000) hours.
- 3. For purposes of sick leave eligibility in the event of illness or death, the employee's immediate family shall be defined as follows:

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

- 4. Where there is illness in the employee's immediate family, as defined above, an employee is eligible for up to **three (3)** ~~two (2)~~ days of sick leave. Those individuals defined as

immediate family do not have to live in the employee's household to determine sick leave eligibility.

5. Effective January 1, 1997 and each succeeding year, if an employee has 960 hours of accumulated sick leave, he may at the first of each calendar year purchase up to thirty (30) hours of sick leave at the employee's hourly rate as of January 1st of each calendar year. The purchase of sick leave hours is subject to the Finance Director's approval and the payout will be after the passage of the budget.
 - a) Effective January 1, 2004 and each succeeding year, if an employee has 960 hours of accumulated sick leave, he may at the first of each calendar year purchase up to forty (40) hours of sick leave at the employee's hourly rate as of January 1st of each calendar year. The purchase of sick leave hours is subject to the Finance Director's approval and the payout will be after the passage of the budget.
6. The City shall provide a supplementary sick leave program. A bargaining unit member who has accumulated 1000 hours of sick leave may continue to accumulate supplemental sick leave in an unlimited amount to be used for sick leave purposes only after said member's primary sick leave bank is depleted.

In the event a member should use a part of his 1000 hours, then said time shall be deducted from the member's primary sick leave bank and said member shall not accumulate sick leave in the supplemental bank until such time as 1000 hours is re-accumulated in the member's primary sick leave bank.

Supplemental sick leave shall not be paid to the member upon termination of employment, however; upon the retirement of a Time Bank member, unused supplemental sick leave hours shall be added to balance of hours in the CSPA Time Bank only if the balance in the Time Bank is less than 7,000 hours.
7. For deaths in a bargaining unit member's immediate family, the member shall be eligible for sick leave for up to three (3) days if the funeral is within a 120 mile radius, or four (4) days if the funeral is greater than a 120 mile radius from: 166 S. High St, Akron, Ohio 44308.
8. A bargaining unit member who is granted authorized leave under the Family and Medical Leave Act of 1993, shall be allowed to maintain a total maximum balance of eighty (80) hours of annual leave, compensatory time, or sick leave prior to making the transition to an unpaid status.
9. Medical certifications or medical slips will be required after three (3) or more days of absence.

Section III - Life Insurance

1. Life Insurance benefits shall be as follows:

Effective January 1, 2000 life insurance shall be \$50,000 and accidental death and dismemberment per covered individual shall be \$50,000.

2. For bargaining unit members who retire on or after January 1, 2000, life insurance coverage shall be in the full current amount (excluding AD&D coverage) for the first twelve (12) months following retirement, and at one half (1/2) of the full current amount thereafter.

Section IV - Vision Care

1. The vision care plan will cover expenses up to the maximum as shown below, however, no payment will be made for more than one (1) examination during a 12-month period. Further no payment will be made for more than one (1) pair of lenses during a 12 month period; nor more than one pair of frames during a 24 month period.
2. Effective February 1, 1997, the schedule of maximum benefits for vision care will be as follows:

Examinations - \$50.00 per examination

Lenses (pair)	Single vision	\$40.00
	Bifocal	\$60.00
	Trifocal	\$76.00
	Lenticular	\$92.00
Contact Lenses	After cataract surgery	\$ 116.00
	For visual acuity not correctable to 20/70	\$ 116.00
	Other contacts	\$60.00
Frames (per pair)		\$60.00

3. Effective February 1, 1994, retirees shall be covered under the provisions of the vision care plan.

Section V - Hearing Aids

1. For active employees within the bargaining unit, audiometric exams shall be covered at 100% (no deductible) up to a maximum of \$40.00 per examination. This coverage shall be limited to one audiometric examination per 36 months.
2. Effective February 2009, for active employees within the bargaining unit, hearing aid coverage to include hearing aid evaluation, hearing aid device, and conformity evaluation covered at 80% (after deductible) up to a combined maximum reimbursement of \$1,500 per hearing aid, per ear. This coverage shall be limited to

one hearing aid and related evaluations per ear per 36 months.

Section VI - Dental Program

1. Dental insurance shall be provided on a non-contributory basis.
2. Dental insurance shall have a non-deductible feature on a usual, customary, and reasonable plan, with Class I based on 100 percent, Class II based on 100 percent, Class III based on 60 percent, and Class IV based on 60 percent.
3. Dental insurance shall have a \$1,500 annual maximum and a \$2,500 lifetime maximum on orthodontia per covered individual.
4. Effective December 1, 1988, future retirees of the bargaining unit and their dependents shall be provided dental coverage with a \$500 annual maximum for basic coverage and a \$500 lifetime maximum for orthodontia per covered individual.
5. Class definitions:
 - a) Class I Services - Diagnostic and Preventive, including examination, x-rays, and fluoride applications.
 - b) Class II Services - Basic Restorations, Endodontics, Periodontics, Prosthodontics and Oral Surgery.
 - c) Class III Services - Major Restorations, Dentures and Bridgework.
 - d) Class IV Services - Orthodontics

Section VII - Prescriptions

The City will provide prescription drug coverage to all employees as provided in Appendix B.

Section VIII – Healthcare Benefits

The City will provide health insurance coverage to all employees as provided in Appendix B.

- a) **Employees shall pay an employee premium contribution of \$60.00 per month for a single plan and \$120.00 per month for family plans.**
- b) **Effective January 1, 2023, employees shall pay an employee premium contribution of 9% capped at \$65.00 per month for a single plan and \$160.00 per month for family plans, as set forth in Appendix B.**
- c) **Effective January 1, 2024, employees shall pay an employee premium contribution of 10% capped at \$70.00 per month for a single plan and \$180.00 per month for family plans, as set forth in Appendix B.**

- a) ~~Effective August 1, 2019, employees are subject to premium contributions as set forth in Appendix B.~~
- b) ~~Effective January 1, 2020, employees are subject to premium contributions as set forth in Appendix B.~~
- c) ~~Effective January 1, 2021, employees are subject to premium contributions as set forth in Appendix B.~~

Section IX - Longevity

~~In the first pay period of November 2000, and each succeeding year, the City shall pay the following longevity payments to employees based upon the years of service prior to November 1st of each year.~~

~~\$500.00 after 5 years of service
 \$550.00 after 10 years of service
 \$600.00 after 15 years of service
 \$650.00 after 20 years of service
 \$700.00 after 25 years of service~~

In the first pay period of November 2020, and each succeeding year, the City shall pay the following longevity payments to employees based upon the years of service prior to November 1st of each year.

\$600.00 after 5 years of service
 \$650.00 after 10 years of service
 \$700.00 after 15 years of service
 \$750.00 after 20 years of service
 \$800.00 after 25 years of service

At the employee’s option, the employee may elect to have the longevity payment put into an existing deferred compensation account on a pre-taxed basis.

In the first pay period of November 2023, and each succeeding year, the City shall pay the following longevity payments to bargaining unit members with at least five (5) years of service. The payment shall be based on a percentage of the base maximum annual salary rate of the members classification and based upon the years of service prior to November 1st of each year.

The Longevity Program shall be payable as follows:

Years of Service	Effective 2023	Effective 2024
5	1.5%	2.0%
6	1.6%	2.1%

7	1.7%	2.2%
8	1.8%	2.3%
9	1.9%	2.4%
10	2.0%	2.5%
11	2.1%	2.6%
12	2.2%	2.7%
13	2.3%	2.8%
14	2.4%	2.9%
15	2.5%	3.0%
16	2.6%	3.1%
17	2.7%	3.2%
18	2.8%	3.3%
19	2.9%	3.4%
20	3.0%	3.5%
21	3.1%	3.6%
22	3.2%	3.7%
23	3.3%	3.8%
24	3.4%	3.9%
25	3.5%	4.0%
26	3.6%	4.1%
27	3.7%	4.2%
28	3.8%	4.3%
29	3.9%	4.4%
30 and over	4.0%	4.5%

Bargaining unit members that retire or resign (resignations must be in good standing), shall receive their earned longevity payment with their final payout check in a pro-rata portion. The percentage earned will be divided by twelve (12) and the member will receive payment for each month worked. A bargaining unit member must have worked a full month to earn credit for the month.

Section X - Vacations

1. The vacation schedule shall be calculated as follows:
 - a) If the employee has completed one (1) full year of service, two (2) calendar weeks shall be credited.
 - b) Effective January 1, 2004 - If the employee has completed more than five (5) years of service, three (3) calendar weeks shall be credited.
 - c) Effective January 1, 2004 - If the employee has completed more than ten (10) years of service, four (4) calendar weeks shall be credited.
 - d) If the employee has completed more than twenty (20) years of service, five calendar weeks shall be credited.

- e) All new employees shall be credited with two (2) calendar work weeks of vacation (80 hours) upon their one (1) year anniversary. Any vacation time that may have been credited to the new employee prior to their one (1) year anniversary will be deducted from the two (2) calendar work weeks.
- 2. If an individual does not complete his probationary period during the calendar year, upon completion of his first ninety (90) days of employment, he shall receive the annual leave credited to him in the prior year.
- 3. Employees will be granted an additional week of vacation if on January 1 of each calendar year the employee has completed at least twenty (20) years of service and his primary sick leave bank reflects one hundred twenty (120) sick leave days.
- 4. An employee may defer up to two (2) weeks of annual leave to the next calendar year for any reason. Deferred annual leave shall be used by the employee at any time during the next calendar year, subject to the approval of the employee's department head.
- 5. Effective 1997, bargaining unit members may purchase a maximum of eighty (80) hours annual leave in lieu of taking time off. Such purchase shall be subject to the Finance Director's approval.
- 6. Effective 1997, a bargaining unit member with a minimum of twelve (12) years of service, may bank up to a maximum of twelve (12) weeks of annual leave. This is in addition to the previously agreed upon two (2) weeks annual leave carry-over each year.

Section XI - Retirement Differential

- 1. Upon retirement from the City of Akron and concurrently qualifying for a Public Employees Retirement System pension, a bargaining unit member shall be paid equivalent to 1.5% of his gross compensation earned on or after April 1, 1974, which was subject to Public Employees Retirement System contributions.
- 2. A bargaining unit member who resigns with twenty-five (25) or more years of service with the City of Akron shall be paid 1.5% of his gross compensation earned on or after April 1, 1974, which was subject to Public Employees Retirement System contributions.

Section XII - Deferred Compensation

- 1. The City agrees to implement an alternative Deferred Compensation Program for members of the bargaining unit subject to the approval of the Finance Director.
- 2. The City will provide a payroll deduction for said program. It is understood that it is the responsibility of C.S.P.A. to submit a total Deferred Compensation Program to the Finance Director. Implementation shall be within a reasonable period of time thereafter.

Section XIII - Parking

1. The Administration shall provide parking facilities at no cost to ~~bargaining unit~~ C.S.P.A. members at ~~Glendale Ave~~ 405 S. High St. The Administration shall also provide parking at the Cascade parking deck at a rate of \$30.00 a month.
 - a) The Administration shall provide C.S.P.A. members that have a permanent handicapped parking placard issued in their name, parking at the Morley parking deck at a rate of \$30.00 a month with a maximum of twenty five (25) spaces, issued on a first come - first served basis.

Section XIV – Benefits Officer

1. The Benefits Officer shall be a member of the Civil Service Personnel Association and their responsibilities shall consist of assisting bargaining unit members in matters relating to employee benefits.
2. The Benefits Officer shall be granted eight (8) hours of release time per week to administer the provisions of this agreement.
3. The Benefits Officer shall be appointed by the President of the Civil Service Personnel Association with the approval of the Deputy Mayor of Labor Relations.
4. Approval will not be unreasonably withheld from any person.

ARTICLE IX Legal Conflict

If any provision of this Agreement be found by a tribunal of competent jurisdiction to be invalid, inoperative or in conflict with federal or state law, Civil Service Rules and Regulations, or municipal ordinances of the City of Akron, such finding shall supersede the conflicting provision or provisions. All other provisions shall remain in full force and effect for the duration of this Agreement.

In the event any Article of this Agreement or any part thereof is made invalid pursuant to the above paragraph the Administration and the Union shall meet within thirty (30) working days to negotiate a legal alternative unless subject invalidation is appealed by either party to a higher tribunal, in which case the time period mentioned above will be stayed pending the outcome of said appeal.

ARTICLE X Grievances and Arbitration

1. Definition

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

2.
 - a) Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.
 - b) Should the Administration fail to comply with the time limits herein, the Union may appeal to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent of the parties, which shall not be unreasonably withheld.
3. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees or the Union:

STEP 1: A grievance must be presented orally to the appropriate immediate supervisor within three (3) working days of occurrence or within three (3) days after it has become known to the employee. The supervisor shall have three (3) days following such presentation to submit his oral response. The employee shall be accompanied by a Union representative if so requested.

STEP 2: If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Department Head within five (5) working days after receipt of the STEP 1 answer. The Department Head shall reply in writing within five (5) working days after receipt of the written grievance.

STEP 3: If the grievance is not settled at STEP 2, the Union may appeal in writing to the Deputy Mayor for Labor Relations. Such appeal must be submitted within seven (7) working days after receipt of the STEP 2 reply. The Deputy Mayor or his designated representative shall meet within ten (10) working days with the Union to attempt to resolve the grievance. The Deputy Mayor shall reply to the Union in writing within ten (10) working days following such meeting.

STEP 4: If the grievance is not resolved at STEP 3, either party, may within five (5) working days after the decision of the Deputy Mayor, certify in writing to the other party its intent to submit the grievance to arbitration.

ARBITRATION

1. Selection

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

2. Hearing Time

The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to both parties. The time period may be extended by the mutual agreement of the parties.

3. Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

4. Binding Both Parties

The decision of the arbitrator shall be in writing and binding on both parties.

5. Cost Sharing

All expenses involved in the Arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witness or depositions are required.

Other provisions relating to grievances:

1. The Union President or designee shall have the right to initiate and file a policy and/or group grievance, which affects bargaining unit members, by filing a written grievance at the appropriate step of the grievance procedure.
2. When a grievance meeting is scheduled during working hours, those employees needed in the resolution of the grievance shall, upon proper approval from supervision, be granted time off from duties with pay to attend. Such time shall not be arbitrarily withheld.
3. The Union reserves the right to designate the appropriate representative at any step of the grievance procedure. This does not, however, prohibit the Grievance Chairperson or the President of the Union or his selected designee from being present at any step where a Union representative is mentioned in addition to such Union representation.
4. Any grievance may be withdrawn by the Union at any step of the grievance procedure without such withdrawal being regarded as a precedent or prejudice on future grievances filed under this Agreement. Any grievance so withdrawn cannot be re-filed under the terms of this Agreement.

ARTICLE XI Union Representation

The Union's duly constituted representative/s shall have the right and duty as to employees in the Union's bargaining unit to:

1. The President and Grievance Chairman or their designee shall have reasonable access to City facilities to investigate disciplinary actions or other matters relating to the provisions of this contract. Said access is contingent upon obtaining the permission of the department head involved. Said permission shall not be arbitrarily withheld. The City shall provide, upon request to Labor Relations, information pursuant to processing of grievances at no charge to the Union. Nothing in this section shall be construed to interfere with City services.
2. When an ~~employee~~ **a bargaining unit member** is called in for any disciplinary matters, the ~~employee~~ **bargaining unit member** shall have Union representation.
3. **Any time a bargaining unit member is questioned and it is reasonably anticipated that questioning may result in disciplinary action against another employee, the bargaining unit member being questioned shall have Union representation unless affirmatively waived.**

ARTICLE XII No Strike Clause

The Union agrees not to participate in any actions, concerted or otherwise, involving a strike, work slowdown, or any other type of job action during the term of this Agreement.

The Union further agrees to actively seek termination of any such action by a member or members of the bargaining unit. Failure to do so will result in the Administration seeking redress and restitution from the Union.

The Administration agrees not to engage in any lockout of employees in the bargaining unit, during the term of this Agreement.

ARTICLE XIII Union Time

1. ~~The President of CSPA during his term in office shall be granted release time, upon request, to administer the provisions of this agreement.~~ **The President of the CSPA shall be assigned a day shift position during their tenure and shall be released from regular duty assignment to administer the terms and provisions of the Agreement.**

At the conclusion of their Presidency, they shall either be returned to the shift and assignment they held at the time of their election to President, or to a mutually agreed upon assignment.

If the President is working in Safety Communications Division, in the event of an unexpected public safety emergency, the supervisor may request the President relinquish his released time on a single day, but not on two consecutive days, in order to fill a vacancy caused by such unexpected emergency. An unexpected public safety emergency shall not be deemed to

exist because of a staffing issue in the Safety Communications Division. The President will maintain all certifications as required by the Safety Communications Division.

2. The Administration agrees to establish on the effective date of the Agreement, a time bank of paid hours of released time for the use of the Union in the conduct of union business.
3. Effective 4/1/91, on the first of each month the Administration shall credit the Union with 104 hours of paid time to be used in the processing of grievances, meetings with the City officials on Union matters and for other activities necessary to the administration of this Agreement.
4. Released time shall be used in increments of one-half hour by members designated by the Union upon the approval of the appropriate supervisor, whose approval shall not be reasonably withheld.
5. Hours not used shall be carried over from month to month during the life of this Agreement.
6. The Administration will not pay any released time for union business beyond the provisions of this article except for meetings called by the Administration, which are not mandated, by the provisions of this Agreement.
7. All usage of union time herein provided shall be promptly reported to the Deputy Mayor for Labor Relations who shall transmit a monthly statement to the Union.
8. All other time off for union business shall be the responsibility of the Union or the individual member.
9. This Article IX does not supersede the Executive Order of February 23, 1968, providing time for Union President's attendance at certain meetings, which shall remain in effect for C.S.P.A.

ARTICLE XIV Wages

1. Bargaining unit members shall receive the following wage increases:
 - a) **4% - Effective January 2, 2022**
 - b) **4% - Effective January 1, 2023**
 - c) **3% - Effective December 31, 2023**
2. During the term of this agreement, if another bargaining unit receives a wage increase in excess of 1.5%, effective April 1, 2012, CSPA bargaining unit

members shall receive an amount equal to the said increase, effective on the date of the increase to the other bargaining unit.

- a) This provision is not applicable if said increases are awarded to another bargaining unit by a third party.
3. During the term of this Agreement, all bargaining unit members shall receive their paychecks on a weekly basis.
4. Confidentiality shall be maintained in the delivery of paychecks.
5. Effective January 1, 2007, all bargaining unit members will be required to have direct deposit of their paychecks.

ARTICLE XV Safety & Health

A safe environment and efficient work operations are of mutual concern to the City of Akron and the Union. The parties mutually recognize the need for a work environment where all phases of the work can be achieved safely, as well as the need to promote better understanding and acceptance of safety principals by all employees, thereby ensuring not only their own safety but that of fellow employees and the citizens of Akron.

1. Reporting - Representation: All employees shall promptly report any unsafe condition to their supervisor. If any employee believes that an unsafe condition does exist, they may request that their Union representative be called to discuss the matter with their supervisor. The Administration shall allow the Union Representative to be present.
2. Reporting Accidents: All employees involved in an accident on the job shall report such accident to their supervisor as soon as possible. The Supervisor shall fill out a supervisor's report on all reported accidents. A copy of said report shall be furnished to the Union upon request.
3. The City and the Union consider the security and Safety of the employees and members to be of the highest concerns and in that perspective, CSPA members in the Safety Communications Center may use their identification number when answering calls from the public.

ARTICLE XVI Seniority

1. Seniority shall be the determining factor in scheduling of vacations and shift assignments in all departments unless the Union President or his designee, and the Administration agree otherwise.

2. Seniority shall be defined as follows:
 - a) Seniority in the bidding of vacation shall be defined as City-wide seniority.
 - b) Seniority in the bidding of shift assignments shall be defined as classification seniority; i.e. the date an employee enters a classification.

**ARTICLE XVII
Non-Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, nationality, origin, marital status, political affiliation, disability, handicap, or Union membership.
2. All reference to employees in this Agreement shall designate both sexes. Where the male gender is used it shall be construed to include male and female employees.

**ARTICLE XVIII
Bulletin Boards**

1. Bulletin boards as presently provided may be used by the Union for the following notices:
 - a) Recreational and social affairs of the Union.
 - b) Union elections.
 - c) Union meetings.
 - d) Rulings of the State Employment Relations Board.
2. Notices considered derogatory, inflammatory, or political will not be permitted on any City bulletin board. If such notices appear on said bulletin boards, they shall be removed by the Administration.

**ARTICLE XIX
Meeting With the Mayor**

The Union President shall meet with the Mayor on a quarterly basis in order to discuss matters of mutual concern.

ARTICLE XX
Overtime

1. When overtime is required, opportunities shall be distributed on an equitable basis where practicable. Factors to be considered in the distribution of overtime include the ability to perform the job and the classification required to perform the job.
2. Neither seasonal employees, temporary employees, permanent part-time, newly hired probationary employees within their first ninety (90) days of employment, nor co-op students shall be called in or assigned overtime except when a bargaining unit member is unavailable for such work.
3.
 - a) As used in these provisions, the following words shall have the meaning as indicated below:
 - i. "OVERTIME LIST" shall mean a list of qualified employees as defined in this provision initially arranged in order of seniority by classification, and posted with hours of charged overtime against each employee.
 - i. "ROTATING" shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime is required.
 - ii. "CHARGED OVERTIME" shall mean that overtime offered to an employee, and refused by that employee; and that overtime actually worked by that employee. Employees on official leave status shall not be contacted nor charged overtime.
 - iii. "EQUITABLE DISTRIBUTION" of overtime shall mean that the variance of charged overtime shown for each employee on the overtime list shall not exceed sixteen (16) hours except in cases where an employee waives their rights for whatever reason they may choose.
 - b) Each division shall post a rotating overtime list in designated work units, showing the charged overtime hours for employees. Overtime work shall be equitably distributed among employees in the various classes within divisions in the designated work units.

An employee who has been inadvertently bypassed shall be entitled to be called first for the next available overtime opportunity. If an employee has been intentionally bypassed, he shall be compensated for such hours of overtime he would have been entitled to if he had worked the overtime. Each division shall be responsible that the rotating overtime list be kept current.
 - c) An employee, whose daily job assignment carries over into overtime, shall have first right of refusal for said overtime. Such a refusal shall be construed as charged overtime.

- d) A new employee, who has become eligible for overtime, or an employee from a leave of absence of more than thirty (30) days, shall be credited with the average number of overtime hours of employees in the classification and shift to which the employee is entering and/or returning and the employee's name shall be placed on the rotating overtime list accordingly.
- e) After consultation with the appropriate union representative, an employee's name may be removed from the overtime list upon their refusal to work for three (3) consecutive opportunities. After consultation with the appropriate union representative, such an employee may have their name reinstated on such overtime list upon approval of the division head and their name shall be reinstated by charging them with the highest numbers of hours on the list.
- f) On January 1, of each succeeding year of this Agreement, charged overtime hours will revert to zero (0).
- g) Minimum time earned for any one court appearance session shall be for four (4) hours.
- h) Sick time usage for Death in Family will not negatively affect, (i.e. straight out), overtime hours worked in the same week.

ARTICLE XXI
Uniforms

1. The Administration agrees to continue to provide uniforms to employees when the uniform is required by the City. Present practices of providing uniforms will continue.
2. Whenever uniforms are provided, the employee may be required by the City to wear the uniform during working hours and will be responsible for its safekeeping. Where the loss, misuse or willful destruction of such uniform is incurred, the employee may be charged for its replacement on a fair "wear and tear" basis.
3. Employees are prohibited from wearing uniforms provided by the City while off duty except at such time when the employee is in route to and from work.
4. Effective January 1, 2004, an annual clothing and shoe allowance of ~~\$175.00~~ **\$200.00** per year shall be paid to all bargaining unit members within the following classifications:

- Engineering Technician I
- Engineering Technician II
- Surveyor Aide I
- Surveyor Aide II
- Surveyor Aide III
- Surveyor Technician
- Watershed Rangers

Water Protection Specialist I
Water Protection Specialist II
Building Inspector I & II
Electrical Inspector I & II
Mechanical Inspector I & II
Landscape Technician I & II
Traffic System Design Technician
GIS Technician I & II

Payment shall be made by March 1 of each year.

5. A Uniform Allowance shall be paid in the month of January of each year of this agreement for each member of the bargaining unit assigned to the Safety Communications Center in the amount of two hundred fifty dollars (\$250.00), for the purchase and maintenance of uniforms.

New Technicians shall be paid three hundred dollars (\$300.00) for the purchase and maintenance of uniforms within thirty days after their probationary period is completed.

- a) Allowable clothing is solid navy blue, solid black or solid tan khaki trouser style pants, solid colored polo shirt with an approved City of Akron logo and solid black non opened toe shoes.

ARTICLE XXII Certification Allowances

1. Effective January 22, 2006 the City will pay a weekly bonus to those bargaining unit members who obtain the necessary certification as provided for in this Article.

- a) Based on the Ohio Water Pollution Control Association Certification obtained, those bargaining unit members classified as Wastewater Laboratory Analysts shall receive the following weekly bonus:

Class I Wastewater or Laboratory Analyst I Certification - \$10.00/week
Class II Wastewater or Laboratory Analyst II Certification - \$15.00/week
Class III Wastewater or Laboratory Analyst III Certification - \$20.00/week
Class IV Wastewater or Laboratory Analyst IV Certification - \$25.00/week

- b) Based on the State of Ohio E.P.A. Certification obtained, those bargaining Unit members classified as Water Laboratory Analysts shall receive the following weekly bonus:

E.P.A. Operational Chemical Certification - \$10.00/week
E.P.A. Full Chemical Certification - \$15.00/week
E.P.A. Bacteria Certification - \$15.00/week
E.P.A. Full Chemical and Bacterial Certifications - \$25.00/week

2. The weekly bonus shall be calculated only on the highest level of certification obtained.
3. Bargaining unit members must be on a paid status of forty (40) hours for each week to be eligible for the weekly bonus.
 - a) Overtime shall not be used in the calculation of the forty (40) hours.

ARTICLE XXIII Sub-Contracting

1. The Administration agrees not to subcontract C.S.P.A., Inc. bargaining work that would result in layoffs of C.S.P.A., Inc. bargaining unit members.
2. The Administration agrees that Co-ops will not be used to replace bargaining unit members on layoff.

ARTICLE XXIV Working Hours

1. Permanent employees in the classified service shall receive compensation at their regular rate of pay for the following holidays: New Years Day, Martin Luther King, Jr. Day, Washington-Lincoln Day, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and three days described as Personal Days.
2. In the event any permanent employee is required to work on any of the above enumerated holidays, such employee shall receive two and one-half (2 1/2) times the regular rate of pay for the actual hours worked in lieu of holiday compensation for such hours, regardless of whether or not such employee has worked the scheduled workday before and/or after said holiday.
3. However, for those bargaining unit members who are required to work a seven day rotating schedule and who are required to work on New Years Day, **Juneteenth**, Independence Day, or Christmas Day which are observed on the traditional date shall be paid at the rate of one and one-half times their regular rate of pay for actual hours worked and also credited with eight hours of compensatory time for such holiday.
4. **New bargaining unit members (except safety communications technicians and technician I's) hired before May 1st, the member shall receive three (3) personal days. If the member is hired before August 1st, the member shall receive two (2) personal days. If the member is hired on or after August 1st of that year, the member shall receive one (1) personal day. Personal Days may be used after the thirtieth (30th) day of employment.**

ARTICLE XXV
Call-in Pay, Continuous Overtime and Reporting
Pay, and Computation of Payment.

1. Call-in Pay: Any employee called in to work during their normal off duty hours shall be guaranteed at least four (4) hours of work at the appropriate rate.
 - a) An employee refusing to work an alternate job assignment may do so but he forfeits all rights to the four (4) hour guarantee.
 - b) Bargaining unit members who appear in Court on behalf of the City during non-working hours shall receive paid overtime at the rate of one and one-half (1 1/2) times the actual time spent in Court.
2. Continuous Overtime: Any employee who works overtime continuous with his regularly scheduled shift shall be compensated for such overtime hours worked at the applicable rate, however, no guarantee shall apply. Any and all time worked by an employee immediately prior to the commencement of the regularly scheduled shift shall be computed and paid as continuous overtime.
3. Reporting Pay: Any employee reporting to work at their scheduled shift starting time, without having been previously been notified not to report, shall be guaranteed at least four (4) hours of work at the appropriate rate of pay providing the employee is physically capable of performing their regular work or the work assigned. The above guarantee shall not apply in cases of labor disputes, acts of God, unforeseen circumstances or conditions beyond the control of the City or if the employee returns to work from an indeterminate absence.
 - a) If an employee works more than his guaranteed four (4) hours of work during his regularly scheduled shift and management is not able to provide work for the employee, necessitating in the employee being sent home, he shall be paid for the balance of the shift. This provision does not apply in cases of labor disputes, matters subject to disciplinary actions, or if an employee becomes physically incapacitated in the performance of his duties.
4. Computation of Payment: All computation for payment of overtime on the employee's work, starting Sunday and ending Saturday, shall include credit for any annual leave, holiday, funeral leave, jury duty, union time, and personal day in computing the forty (40) hour work week and regularly scheduled workday.

ARTICLE XXVI
Working Out of Classification

1. No employee shall be required to work out of his classification in a position for which certification has been made from a promotional eligible list and a reasonable period of time is allowed for normal processing procedures.

2. Temporary class changes will not be made to avoid promotional opportunities.
3. If an employee is required to work in a higher classification, management will submit within the same pay period, for approval to the Director of Human Resources, a request that the employee be paid at the appropriate rate.
4. The City agrees that if they have prior knowledge that an individual will be off work and they wish to fill the absence with a temporary reclassification the following procedure shall apply:
 - a) If an eligibility list exists - individuals within the department where the opening exists and on the eligibility list shall be chosen. Seniority and qualifications will be considered.
 - b) If no eligibility list exists - the individual chosen will be based on classification seniority, if otherwise qualified.

ARTICLE XXVII

Notice of Discharge, Demotion, Separation, or Suspension

1. The Administration agrees to notify the Union at least twenty-four (24) hours prior to the initiation of any discharge, demotion, separation or suspension of any bargaining unit member. Such notification will consist of a copy of the notice, which is to be served on the employee.
2. A bargaining unit member subject to layoff shall be given a written notice of layoff by the appointing authority at least fourteen (14) calendar days prior to the effective date of layoff. The Administration shall provide the Union a copy of all such layoff notices at the time they are issued.
3. Prior to the issuance of notification of layoff to any bargaining unit member, the Union and the City shall meet immediately for the purpose of attempting to find an available job within the City.
4. Whenever it becomes necessary to reduce the number of employees in the classified service of the City of Akron for reasons of lack of work or lack of funds, the Appointing Authority shall have the power to lay off employees and to designate the classes, divisions, bureaus and departments to be affected by said layoffs without considering the same or similar classes in other divisions, bureaus or departments. Divisions, bureaus and departments are those employing entities as defined in the omnibus job ordinance and any amendments thereto adopted by City Council.
5. The Appointing Authority, prior to any reduction of any permanent employees, shall notify the Director of Human Resources of the number of positions to be vacated, the class or classes by division, bureau or department to be affected, and reasons therefore. The

Director of Human Resources shall thereupon furnish to the Appointing Authority the names of the employees in the order in which such layoffs shall be affected.

- a) A reduction in the number of employees in a class in a division, bureau or department shall be made in the following appointment definition order:
 - 1) Provisional employees
 - 2) Temporary employees
 - 3) Seasonal employees
 - 4) Part-time employees
 - 5) Permanent employees

6. An employee subject to layoff shall be given a written notice of the layoff by the Appointing Authority at least fourteen (14) calendar days prior to the effective date of the layoff. The Administration shall provide the Union a copy of all layoff notices of permanent employees at the time they are issued.

7. Layoff of employees shall be made by division beginning with the highest class affected and inversely to their total seniority-in-class. Seniority-in-class for purposes of layoff, reduction, displacement and recall shall mean:
 - a) The amount of continuous service an employee has worked within that class, as designated by the records of the City of Akron Department of Human Resources.

 - b) Any employee who has served as a temporary, seasonal, provisional or probationary employee who has achieved permanent status in that same classification with no interruption in service shall receive credit for the continuous service including the period served as a temporary, seasonal, provisional or probationary appointee.

 - c) Part-time employees shall have their continuous seniority-in-class prorated as it relates to full-time employment.

 - d) Any personal leave without pay or disciplinary action in excess of sixteen (16) consecutive calendar days shall be subtracted when computing the continuous service of an employee. The seniority computation shall not be affected by leaves in excess of sixteen (16) consecutive calendar days that are protected by law or if the employee has participated in furloughs.

 - e) The continuous service of a permanent employee who has resigned and been reinstated shall be computed from the time of the last reinstatement and no seniority credit shall accrue for service prior thereto.

 - f) Any employee who has been laid-off from a position in the classified service of the City of Akron shall, upon reinstatement, have the time while on layoff subtracted from the computation of continuous service for purposes of determining City seniority or seniority-in-class.

8. In the event two or more employees subject to layoff have equal seniority-in-class, the order of layoff will be determined by the employees' final grades received in the selection or promotion process for their current positions; the employee with the lowest final grade to be laid off first. Should the preceding procedure fail to determine the layoff order, the date of application for the position shall determine the layoff order; the employee with the latest application date to be laid off first.
9. Employees with at least five (5) years of city-wide seniority credit for layoff purposes, who receive a notice of layoff, shall be permitted to be placed in an equal or lower class provided a vacant funded position exists and the employee meets the minimum qualifications for the position. The Appointing Authority shall determine which positions are funded.
10. An employee with at least five (5) years of city-wide seniority in the classified service of the City of Akron who has received a notice of layoff and who cannot be placed in an equal or lower vacant and funded class shall have the option to displace a bargaining unit member with the least city-wide seniority in a lower class in the same series of classifications in the same department, division or bureau in which the layoff occurred. Such reduction and displacement shall be limited to the smallest employing entity defined by ordinance and named in the layoff notice.
11. Should an employee with at least five (5) years of city-wide seniority credit for layoff purposes in the classified service of the City of Akron, who has received a layoff notice, be unable to be reduced or to displace a less senior bargaining unit member in a lower class of a series in the employing entity as provided for in Section 9 or 10, the affected employee shall be permitted to displace a bargaining unit member with the least city-wide seniority from a lower class in the series of classifications or a class previously held providing the employee meets the current minimum qualifications as established for the position. Under no circumstances can a CSPA bargaining unit member displace an employee recognized as confidential or exempt from the bargaining unit.
12. Any employee, who has been served with a layoff notice and is otherwise eligible, must notify the Department of Human Resources in writing of his desire to be placed in another position as defined in this procedure, within five (5) business days of the receipt of the layoff notice. Failure to do so shall result in the employee being laid off.
13. Employees with at least five (5) years of seniority credit for layoff purposes in the classified service of the City of Akron who are displaced as a result of the provisions of this procedure, may exercise options 9, 10, or 11 of this procedure in the same manner as a laid off employee.
14. Reemployment Lists: The Department of Human Resources shall establish reemployment lists by classifications of laid off employees and employees who were reduced in class due to layoff and/or displacement. Employees shall be placed on a reemployment eligible list based on the classification that employee held at the time of layoff or reduction and ranked by city-wide seniority credit, the most senior first. Such reemployment eligible lists shall remain in effect until such time as the employee is

removed from the list for cause or is reemployed in the classification from which s/he was laid off. After a period of four (4) years, an employee's name shall be removed from the reemployment eligible list.

15. Notices of Recall: Notices of recall shall be mailed, return receipt requested, to the employee's last address on file with the Director of Human Resources. It is the responsibility of the employee on layoff to notify the Department of Human Resources in writing of any change in address, including any temporary change in address in the event that the employee will be away for more than two (2) weeks. The employee shall notify the Department of Human Resources within five (5) business days of the notice of his or her intent to accept the recall.
16. Removal of Eligible Candidate from Reemployment Lists: The name of a laid off or reduced employee may be removed from the reemployment eligible list for any of the following causes:
 - a) Failure to notify the Department of Human Resources of his or her intent to accept the recall within five (5) business days.
 - b) Declining an appointment to the same or similar class from which the employee was laid off.
 - c) Is found to lack any of the minimum qualifications as stated in the job description.
 - d) Is unable to perform the essential functions of the position.
 - e) Tests positive for the use of illegal drugs, or the illegal use of prescription drugs.
 - f) Has been convicted of any crime(s) that would preclude the candidate from employment based on job relatedness.
 - g) For just cause.
17. Employees recalled from a reemployment eligible list must return to paid status within 14 calendar days of notifying the Department of Human Resources that he or she is accepting the recall.
18. Any grievance filed concerning this Article may be processed by the Union directly to step 3 of the grievance procedure.

ARTICLE XXVIII

Investigations and Disciplinary Actions Against Involving Bargaining Unit Members

A. INVESTIGATIONS

1. **The bargaining unit member and the union shall be advised of the nature of the investigation, provided a copy of the initial complaint, if one exists, and allowed a**

reasonable time to confer before any questioning is conducted, and before the submission of a written statement if the member is ordered to do so.

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

B. DISCIPLINARY ACTION

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

2. Election of Remedies

- a) The Union shall have the right to appeal notices of suspension, discharge or disciplinary demotion of permanent bargaining unit members to either arbitration or the Civil Service Commission.
- b) The Union shall have ten (10) calendar days from receipt of notification to notify the Deputy Mayor/Labor Relations and Personnel Director of their choice. Such notification shall be in writing.
- c) In no event shall the employee be entitled to a hearing before both the Civil Service Commission and an arbitrator.
- d) Should the Union elect arbitration it is agreed that any suspension shall be served immediately. Should the Union elect to pursue a Civil Service Commission Hearing, it is agreed that any possible suspension will be served following the Civil Service Commission action.
- e) All discharges shall be effective immediately, regardless where the appeal is heard.

1. **If a charge against a member is sustained by the Mayor or the Mayor's designee, the effective date of termination shall be the date of that decision.**

- f) If disciplinary action is appealed through arbitration the proceedings will be governed by the following rules:

The arbitration hearing shall take place within sixty (60) days from the date the employee is notified of the disciplinary action. The time period may be extended by the mutual agreement of the parties.

All expenses involved in the Arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or

the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witness or depositions are required.

All other rules governing the arbitration process shall be governed by those outlined in Article X of this Agreement.

Neither party, by this agreement, waives its rights to appeal the arbitrator's decision to the courts.

3. The Administration agrees to practice corrective progressive discipline where practicable. Disciplinary action shall only be instituted for just cause.

ARTICLE XXIX Press Releases

When a bargaining unit member is under investigation or charged with a violation of City of Akron policy, departmental policy or Civil Service Rules, reasonable effort, consistent with any applicable law, shall be made to withhold the names and extent of discipline until such time as the member has been either served charges or exonerated.

ARTICLE XXX Permanent Vacancies/Transfers

1. A permanent vacancy shall be defined as a vacancy that occurs as a result of retirement, resignation, death, dismissal or promotion.
2. If management chooses to fill a permanent vacancy in any one of the following departments: 1. Police Department, 2. Health Department, management will follow the procedure as outlined below:
 - a) Management will post the vacancy for a ten (10) working day period. During this period, anyone interested in filling the vacancy will notify, in writing, the department head of his desire to fill such vacancy.
 - b) If at least three (3) individuals bid to fill the vacancy, then management will fill the vacancy from among those individuals who bid, provided if qualified based on skill, ability or work performance.
 - c) The vacancy shall be filled within fifteen (15) days after the close of the bid. However, if filling the vacancy creates a hardship within the department where the individual who is awarded the bid works, then management may hold on awarding the bid until after his job is filled.
 - d) If less than three (3) individuals bid, then management may fill the vacancy as they deem appropriate.

3. The City agrees that before transferring any employee from another bargaining unit into the Civil Service Personnel Association bargaining unit, it shall first notify its intent to do so and discuss the transfer with the Union President before any transfer is to take place.

**ARTICLE XXXI
Bargaining Unit Work**

1. Non-bargaining unit members shall be excluded from performing bargaining unit work with the following exceptions:
 - a) Emergencies;
 - b) Training or instruction;
 - c) Experimental or setup work or;
 - d) When a Union member must leave for official Union business, except when another Union member is readily available.
2. Bargaining unit members shall not act as evaluators on employee reviews of other bargaining unit members.
3. Bargaining unit members are precluded from making recommendations of discipline against other bargaining unit members.

**ARTICLE XXXII
Vehicle Reimbursement**

1. The City shall continue to reimburse CSPA members for mileage use of their personal vehicles at the IRS standard mileage rate.
2. Any CSPA member that uses their personal vehicle more than five (5) times a month for City business shall be reimbursed fifty percent (50%) of their monthly parking fee. The fee must be billed to the CSPA member on a monthly basis and the receipt must be submitted for reimbursement.
3. The City recognizes liability if a CSPA member is involved in an accident while using their personal vehicle for City business.
4. In the event that a CSPA member is unable to carry out a work assignment due to the unavailability of a City vehicle after first contacting divisional pools, and the CSPA member has no access to a personal vehicle with adequate insurance coverage, the CSPA member will notify his/her supervisor in a timely manner. Every attempt will be made to accommodate the situation by finding another vehicle or assigning alternate work. In no

event should the CSPA member drive a personal car on City business without the required insurance coverage.

ARTICLE XXXIII
SERB Training

The City and CSPA recognizes the importance of understanding the different views of various topics and also the cooperation which flourishes when both parties share common knowledge. With that in mind the City agrees to reimburse the CSPA for training completed by its members through the State Employment Relations Board. The City shall reimburse a maximum of Three Thousand dollars (\$3,000.00) per year. Proof of completion must be submitted prior to reimbursement.

ARTICLE XXXIV
Performance Evaluations

If an employee's performance evaluation contains a substantive error, the Department of Human Resources will issue a corrected evaluation. The erred evaluation will be removed from the employee file and be replaced with the new evaluation.

ARTICLE XXXV
Promotions

1. This Article shall apply to all bargaining unit positions posted on a promotional basis. Except as modified in this Article, employees are subject to the Department of Human Resources Procedures and Policies, dated October 26, 2018, governing promotions, including examinations, eligible lists, and appointments.
2. A candidate participating in a promotional examination for a bargaining unit position who meets the minimum qualifications for the position and obtains a passing score on the examination, shall have five percent (5%) of such grade added to the examination score provided the candidate is a veteran of the Armed Forces of the United States of America who submits proof of the following to the City of Akron Department of Human Resources prior to the final grading of the examination:
 - a) The candidate's Active Duty service in the Armed Forces of the United States of America for more than one hundred-eighty (180) days.
 - b) The candidate's honorable discharge.
3. A candidate participating in a promotional examination for a bargaining unit position who meets the minimum qualifications for the position and obtains a passing score on the

examination, shall have five percent (5%) of such grade added to the examination score provided the candidate:

- a) Has been a resident citizen of the City of Akron for at least one (1) year immediately prior to the date of the examination.
 - b) Remains a resident citizen of the City of Akron throughout the selection process.
4. There shall be no efficiency credit included in the grading of promotional examinations.
 5. Any grievance filed concerning this Article may be processed by the Union directly to step 3 of the grievance procedure.

ARTICLE XXXVI Probationary Period

1. The probationary period for new hires, excluding the Communication Center, will be one-hundred and eighty (180) calendar days. The probationary period for new hires in the Communication Center will be three-hundred sixty five (365) calendar days. During probation employees may not grieve any disciplinary issues such as termination from service.
 - a) A benchmarking process will be created to identify key performance standards and to measure the progress of new Safety Communication Technicians. Safety Communication Technicians must attain the benchmarks in the time allotted.
2. The probationary period for an employee promoted into a new position will be ninety (90) calendar days except for employees that transfer into or are promoted into the Communication Center which will follow the probationary period for all new hires in the Communication Center (i.e. 365 calendar days). Employees that do not successfully complete the probationary period as stated in this section, shall be placed into a position that they are qualified to perform that is lesser or equal in pay to their former position, and this decision is not appealable through the grievance procedure.
3. Employees that are on leave of absence for any reason or on light duty during probationary periods shall have the probationary period extended by the length of the leave.

ARTICLE XXXVII Supplemental Retiree Medical Benefits

The City shall provide eligible CSPA retirees, their spouses and dependent children, widows and widowers, with a Supplemental Retiree Medical Benefit ("SRB") which will include access to the same medical plan as the active CSPA employees, on a supplemental basis.

To be eligible to enroll in the SRB, a CSPA Retiree under the age of 65 must obtain OPERS health insurance as their primary plan, if available. CSPA Retirees under the age of 65 who are not eligible for OPERS health insurance will be eligible for the SRB as long as they have a primary health plan that meets a minimum of the Bronze Level Health Plan as defined by the Health Insurance Marketplace. In the event that the Affordable Care Act has been repealed and/or the Health Insurance Marketplace eliminated, CSPA Retirees must obtain a primary health plan that is equivalent to the former Bronze Level Health Plan to be eligible for the SRB.

Upon obtaining the age of 65, in order to obtain the SRB, which will be tertiary, CSPA Retirees need to obtain primary healthcare through Medicare as well as a Medicare supplement plan and/or OPERS.

CSPA Retirees who are enrolled in the SRB program may also enroll their eligible spouses and/or dependent children in the program. To be eligible, the spouses and/or dependent children must meet the same eligibility requirements as the CSPA Retiree, as set forth in the preceding paragraphs, regarding primary health insurance coverage.

Should a CSPA Retiree who is enrolled in the SRB program become deceased, the CSPA Retiree's surviving spouse may continue to enroll in the SRB program so long as the surviving spouse was enrolled in the SRB program at the time of the CSPA Retiree's death and continues to meet the eligibility requirements for enrollment.

The SRB does not include coverage that active CSPA employees receive under the City's prescription drug plan but does include reimbursement for prescription drugs not covered by the CSPA retirees' primary plan for members not eligible for Medicare.

Effective February 1, 2019, CSPA retirees will be required to pay 50% of the contribution required of active employees.

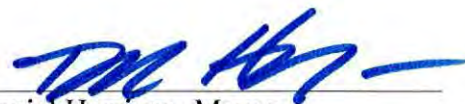
**ARTICLE XXXVIII
TERM OF AGREEMENT**

This Agreement entered on the Dec 2 2022 shall remain in full force and effect through the 31st day of December, **2024**. Both parties agree to commence negotiations at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement.


IN WITNESS WHEREOF, the parties hereto affix their signature this 2 day of Dec 2022.




Daniel Sladek, President
C.S.P.A., Inc.




Daniel Horrigan, Mayor
City of Akron, Ohio



Sarah King
Vice President



Frank Williams
Deputy Mayor of Labor Relations



Kim Cherry
Secretary

Approved as to legal form
and correctness:



Yolanda Davis
Treasurer



Eve V. Belfance /MSD
Director of Law

RECREATION BUREAU DEPARTMENTAL ADDENDUM

- 1) Vacation sign up shall be conducted during the first three (3) months of each year based upon citywide seniority. Bargaining unit members shall be permitted to sign up and take a maximum of one (1) week of vacation during the months of June, or July, provided proper supervision is available to fill in for the employee's absence.
- 2) Regarding off duty call-ins for alarm responses at Community Centers:
 - a) In the event of an alarm drop at a City Community Center, the Recreation Supervisor responsible for the daily operation of the center shall be the first point of contact to respond.
 - b) Call in time shall be accrued on an hour for hour basis with a two hour minimum.
 - c) Hours in excess of forty hours in the pay period will be compensated at the overtime rate of (1 1/2) times the regular rate of pay.

WATER POLLUTION CONTROL STATION ADDENDUM

- 1) Vacation sign-up shall be conducted during the month of January each year based on Citywide seniority. Bargaining unit members shall be permitted to sign up for up to two (2) weeks of vacation during a first round sign-up. Following the completion of the first round sign-up, a second round shall be conducted for up to another two (2) weeks. Following completion of the second round, a third round shall be conducted for bargaining unit members with vacation time remaining.
 - a) In the first round only, sign up shall be for two (2), forty (40) hour weeks, Monday through Friday. When a holiday falls during an employee's scheduled week, it will not be counted against his annual leave balance. The employee will be entitled to a day in a subsequent bid. Effective January 1998, the first two rounds of sign up shall be restricted to forty (40) hour weeks, Monday through Friday.
 - b) In order to ensure a reasonable equity in the distribution of holidays, no more than one holiday, as listed in Article XXIII, may be included per round of sign up.

ENGINEERING BUREAU ADDENDUM

Vacation sign up shall be conducted during the first three (3) months of each year. Bargaining unit members shall be permitted to sign up to two (2) weeks vacation during first-round vacation sign up. Vacations shall be granted according to Citywide seniority. Following the completion of the first-round sign up, a second round shall be conducted for those bargaining unit members with more than two (2) weeks vacation.

Additional vacation time may be granted during the period April 1 through October 31 provided proper supervision is available to fill in for the employee's absence.

UTILITIES BUSINESS OFFICE ADDENDUM

1) Shift Bidding:

- a) Bidding for shift sign up shall be conducted starting November 1st of each year. The shifts shall become effective commencing the first business day in January.
- b) Management shall indicate how many openings per shift are available prior to the commencement of the bidding.
- c) Shift bidding shall be based upon classification seniority.
- d) The bidding process shall commence with the most senior employee in each respective classification. Each employee shall have a maximum of one day to indicate his or her bid preference. An employee who waives their initial bid right shall at any subsequent time during the bidding process indicate their shift preference to management from the remaining open shifts.
- e) No shifts or off-positions may be reserved or held open.
- f) The Signup sheets shall remain in the possession and under the control of the Supervisor.
- g) There will be 3 bidding shifts divided as follows:

Shift 1: 6:00 AM - 2:30 PM

~~Shift 2: 7:45 AM - 4:15 PM~~

Shift 2: 8:00 AM - 4:30 PM

Shift 3: 8:15 AM - 4:45 PM

- h) **There will be two lunch sessions and will be bid based on classification seniority. Management reserves the right to switch employee lunch times to ensure adequate customer service.**

2) Vacation Bidding:

- a) Vacation bidding shall be conducted at the conclusion of the shift bidding but no later than December 1st of each year.
- b) Vacation bidding shall be based upon City-wide seniority.
- c) The bidding process shall commence with the most senior employee.
- d) Classification shall have no bearing on vacation bidding.
- e) Bidding shall be conducted in multiple rounds:
 - i) Management shall maintain a calendar for employees to utilize and update the calendar after each bid round. Vacation bids shall be submitted by completing a leave request form.
 - ii) In order to assure an equitable distribution of holidays, no more than

one (1) holiday as listed in Article XXIV may be included per round of sign up.

- iii) Employees shall have two (2) business days to submit the bid request after receiving notification it is their turn to bid.
- iv) During the initial round of bidding, employees shall be permitted to sign up for two (2), forty (40) hour weeks, Monday through Friday. When a holiday falls during an employee's scheduled week, it will not be counted against his annual leave balance. The employee will be entitled to a day in the subsequent bid.
- v) After completion of the initial round, a second round shall be conducted for up to another two (2) weeks. Bids may be done by complete weeks or individual days.
- vi) Any remaining vacation days may be bid during the third round.
- vii) During the first week of the month, approval will be given for one (1) clerk per section and a third clerk overall.
- viii) For the remaining weeks of the month, approval will be given to two (2) clerks per section.
- ix) During the weeks of Thanksgiving, Christmas, & New Year's Eve, approval will be given to two (2) clerks per section and a fifth clerk overall.

MEMORANDUM OF AGREEMENT NUISANCE COMPLIANCE EMPLOYEES

Whereas The City of Akron wishes to provide clearer identification to the public of its Nuisance Compliance employees, and for enhanced identification of such employees, it is agreed by the City of Akron and C.S.P.A. as follows:

Employees of the Nuisance Compliance division shall wear a uniform shirt while inspecting or investigating nuisances on private property, or while otherwise engaging with the public, unless otherwise directed by a supervisor. These uniforms will be worn in accordance with the Uniform Policy adopted in Section XXI of the Collective Bargaining Agreement.

The City of Akron shall purchase and provide to each employee required to wear the uniform shirt, five (5) shirts each year for use by the employee. The City shall also provide a shoe/boot allowance of ~~\$75.00~~ \$50.00 per year. Payment shall be made by March 1st of each year.

This agreement does not alleviate the employee's obligation to display any other type of Identification required by the City of Akron.

**MEMORANDUM OF AGREEMENT
311 CALL CENTER**

This agreement is an addendum to the Collective Bargaining Agreement between the City of Akron and Civil Service Personnel Association (C.S.P.A.).

- 1) Shift Bidding:
 - a) Bidding for shift sign up shall be conducted starting December 1st of each year. The shifts shall become effective commencing the first Sunday in January.
 - b) Shift bidding shall be based upon classification seniority.
 - c) The bidding process shall commence with the most senior employee in each respective classification. Each employee shall have a maximum of one day to indicate his or her bid preference. An employee who waives their initial bid right shall at any subsequent time during the bidding process indicate their shift preference to management from the remaining open shifts.
 - d) An employee may not change his or her preference after the next employee has selected.
 - e) No shifts or off-positions may be reserved or held open.
 - f) The Signup sheets shall remain in the possession and under the control of the shift supervisors. When an employee is making their selection the supervisor shall observe the process.
 - g) The shifts shall be: 7:00am to 3:30pm, 8:00am to 4:30pm and 9:30am to 6:00pm
- 2) Vacation Bidding:
 - a) Vacation bidding shall be based upon City-wide seniority.
 - b) The bidding process shall commence with the most senior employee.
 - c) Classification shall have no bearing on vacation bidding.
 - d) The employees working the 7:00am to 3:30pm and 8:00am to 4:30pm shifts shall bid concurrently. The employees working the 9:30am to 6:00pm shift shall bid separately.
 - e) Vacation bidding shall be conducted at the conclusion of the shift bidding.
 - f) Bidding shall be conducted in multiple rounds.
 - i) During the initial round of bidding employees shall be permitted to sign up for not more than two (2) consecutive weeks.

- ii) Vacation bids shall be submitted by completing a Vacation Bid Sheet weekly.
 - iii) Employees shall submit their Vacation bid forms no later than 5:00 pm on Fridays throughout the bidding process. If the bid form is not timely submitted, the employee's late bid will be granted after the timely submitted bids have been awarded.
 - iv) The second and succeeding rounds shall be bid in one (1) week increments. Employees may claim any unfilled time slots.
 - a) During the second and succeeding rounds, employees may indicate preferences for any single, remaining days.
 - b) No more than one holiday week per round can be bid in order to give everyone a chance at a holiday.
 - c) It shall be the employee's responsibility to verify that their bid was awarded correctly before the next round of bids begin.
- 3) Following the completion of the vacation bidding process, all requests for vacation and compensatory time will be awarded on a first come/first served basis. Approved compensatory time will not be canceled to grant vacation time requests.

TIME BANK

1. PURPOSE

- a) The purpose of the Time Bank is to provide sick leave insurance to the CSPA members of the program. Time Bank hours may be provided to CSPA members who suffer an illness of incapacity due to an off-duty accident and have utilized all available sick leave, compensatory time and annual leave. The Time Bank shall be the exclusive source of supplemental time for CSPA members.

2. ELIGIBILITY

- a) Any C.S.P.A. member who has completed ~~his initial probation period~~ **six (6) months** is eligible to join this program. New employees within the bargaining unit who join CSPA shall have the opportunity to join the Time Bank within thirty (30) days of their successful completion of ~~the initial probationary period~~ **six (6) months**. All CSPA members shall have the opportunity to join during the month of January of each year. CSPA members who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, and shall be allowed to become members on the first opportunity they have to donate **accumulated** hours. **No new hire may utilize the Time Bank until completion of their initial probationary period.**

3. TIME DONATION

- a) Each CSPA member who wishes to become a Time Bank member shall donate ten (10) hours of time to the program at the time they join.

The following types of time may be donated:

- i. Compensatory Time
 - ii. Sick Leave Time
- b) When the available time in the Time Bank is reduced to five hundred (500) hours, an additional donation of ten hours of time shall be required from each CSPA member to replenish the hours used.
 - c) If a CSPA member is called on for a donation and fails to respond, he shall be dropped from the program providing he has available hours to donate. If a CSPA member responds, but does not have sufficient hours to donate, he shall be continued on the program and ten hours will be deducted when they become available.
 - d) Upon the retirement of a Time Bank Member, unused supplemental sick leave hours shall be added to balance of hours in the C.S.P.A. Time Bank only if the balance in the Time Bank is less than 7,000 hours.

4. TIME BANK ADMINISTRATION

- a) The Time Bank shall be maintained and administered by the CSPA designee, who shall report, in writing, any applications for withdrawal or donations to the Time Bank Committee.
- b) The Committee shall include the following:
 - i. CSPA designee – Chairperson
 - ii. Deputy Mayor for Labor Relations or designee from Labor Relations
 - iii. Two (2) CSPA Executive Board Members
 - iv. Steward of the affected member
- c) The Committee shall investigate each application to withdraw time from the Time Bank and assure that the CSPA member meets all of the established requirements for the withdrawal of time.
- d) A majority vote of the Committee shall be the determining factor in the eligibility of the applying individual to withdraw from the Time Bank.

5. USE OF THE TIME BANK

- a) Prior to fifteen (15) days of using all of their accumulated leave time (sick leave, compensatory time, annual leave, and personal days), the CSPA member shall submit a written request for Time Bank hours.

- b) The CSPA member applying for Time Bank hours shall also authorize a release of their past leave records on the prescribed C.S.P.A. Form. The C.S.P.A. Time Bank Committee shall take all due precautions in safeguarding the confidentiality of these records, which are to be used solely to assist the Committee in arriving at its decisions.

Time bank hours shall not be granted when regular sick leave has been abused by the CSPA member.

- c) The CSPA member shall furnish such information and physician's statements to the Committee as they may require to make a decision. Proof of illness or injury may also be required for past sick leave use.
- d) The length of time available to any CSPA member through the Time Bank is three (3) calendar months; however, under exceptional circumstances a CSPA member on extended sick leave may apply for one (1) extension of time not to exceed three (3) calendar months if his physician will assure the Committee that at the end of the extension of time the CSPA member will be sufficiently recovered to return to active duty.

6. TERMINATION OF MEMBERSHIP

- a) Any CSPA member who ceases to be an employee assigned to the C.S.P.A. bargaining unit for whatever reason shall be automatically removed from Time Bank membership. Any hours donated to the Time Bank by such a CSPA member are not refundable.

7. MISCELLANEOUS

- a) Additional qualifications may be imposed from time to time by agreement between C.S.P.A. and the Deputy Mayor/Labor Relations or his designee.

CONFIDENTIAL EMPLOYEES

Those employees in the following departments, regardless of classifications, are excluded from the C.S.P.A. Bargaining Unit:

LAW DEPARTMENT

DEPARTMENT OF HUMAN RESOURCES

BUDGET & ACCOUNTING

INFORMATION TECHNOLOGY DIVISION

EMPLOYEE BENEFITS

ECONOMIC DEVELOPMENT

MAYOR'S OFFICE

LABOR RELATIONS

1. There may be employees in the above classifications, who because of the "confidential" nature of their work, will be excluded from the C.S.P.A. Bargaining Unit.
2. Exclusion from the C.S.P.A Bargaining Unit also includes the following employees:
 - A) New employees still within the first sixty (60) days of employment.
 - B) Seasonal and temporary employees.

MEMORANDUM OF AGREEMENT WORK SCHEDULES/ENGINEERING BUREAU

The City of Akron and the Civil Service Personnel Association, Inc., hereby agree to the following work schedule changes for certain bargaining unit members within the Engineering Bureau.

1. Effective July 15, 2002, bargaining unit members may choose to work a four (4) day, nine (9) hour schedule, with the fifth day comprised of a four (4) hour work day.
 - a) Bargaining unit members who choose this schedule will have the option to choose from one (1) of two shifts: 7:00 a.m. - 4:30 p.m. or 8:00 a.m. - 5:30 p.m.
 - b) Once an individual chooses his/her schedule and shift, he/she shall remain on the schedule/shift for the duration of this agreement, unless the individual so requests and management approves the change.
2. A bargaining unit member who chooses to work a nine (9) hour workday schedule shall be governed by the following rules:
 - a) Overtime will only be paid for those hours worked in excess of nine (9) hours in a twenty-four (24) hour period or forty (40) hours in a workweek.
 - b) A bargaining unit member who is granted sick leave, annual leave, or compensatory time for a workday shall have nine (9) hours deducted from their corresponding accumulation, unless an individual is scheduled to work four (4) hours and then only four (4) hours will be deducted.
 - c) When a holiday occurs on the day the bargaining unit member is scheduled to work four (4) hours. The bargaining unit member shall utilize another day of the week to work four hours and use eight (8) hours for the holiday.
 - d) When a holiday occurs during one of the bargaining unit member's regular nine

(9) hour days, the bargaining unit member shall receive eight (8) hours for the holiday and shall work five (5) hours on his half day off.

- e) In any week that two holidays fall within that week, the bargaining unit member will work 3 regular 8 hour days.
3. A bargaining unit member who chooses to work an eight (8) hour workday schedule shall work from 8:00 a.m. - 4:30 p.m., or the current alternate work schedule. He/she shall remain on this schedule during the term of this agreement, unless the individual requests to work a nine (9) hour schedule, and the request is approved by management.
 4. Bargaining unit members who work in the Construction Division will not be eligible to work a nine (9) hour schedule until the member is reassigned to the office on a daily basis.
 5. Those classifications within the CSPA bargaining unit who are covered by this agreement are as follows:
 - a) Engineering Technician I and II
 - b) Civil Engineer I and II
 - c) Drafter II and III
 - d) Cartographer
 - e) Account Clerk II
 - f) Engineering Aide II
 - g) Secretary II
 - h) Computer Programmer I
 - i) Surveyor Aide III
 - j) GIS Technician I and II
 - k) **Administrative Assistant I and II**

**MEMORANDUM OF AGREEMENT
ALTERNATIVE SCHEDULING: BUREAU OF ENGINEERING**

The City of Akron and the Civil Service Personnel Association, Inc., hereby agree to amend the labor agreement to provide for the following "Alternative Scheduling" options for those bargaining unit members employees on the Bureau of Engineering staff.

Alternative scheduling will be governed by the following:

- I. An Engineering Bureau employee wishing to be considered for working an alternate schedule must initiate a discussion with their supervisor. The employee may request from the following time periods:

7:00 AM-3:30 PM
7:30 AM-4:00 PM
8:30 AM-5:00 PM

These are the only time periods available unless specifically requested by the employee, reviewed by the Division Manager, and approved by the City Engineer.

2. The employee and the supervisor will discuss under what conditions, if any, an alternate work schedule is acceptable to both parties.
3. Acceptable alternate work schedules will be put in writing. The written description must include the work hours and a termination date for the agreement. An approved schedule shall begin on the first Monday after approval and shall be in effect for a minimum of one week. Agreements automatically terminate upon employee reassignment to another division or supervisor. The employee may then begin the process of requesting a new alternative schedule.
4. Both parties must sign the agreement and forward copies to the Division Manager and City Engineer.
5. If either party believes that the alternate work schedule is not functioning as agreed, then they must initiate a discussion with the other party.
6. The employee and the supervisor will discuss the alternate work schedule and attempt to resolve any difficulties. If both parties are not in agreement that the difficulties are resolved at the end of the discussion, the alternate work schedule will be terminated at the beginning of the next work week or on a date mutually agreed to by both parties.
7. This Memorandum of Agreement can be terminated by either the City Engineer or the President of CSPA upon giving the other party a minimum of two weeks' written notice.

MEMORANDUM OF AGREEMENT HEALTH CARE COST CONTAINMENT

During the course of 2006 negotiations, the C.S.P.A., Inc., and the City of Akron conducted in-depth discussions concerning escalating health care costs and the manner in which health care costs continue to exceed the general inflation rate affecting other goods and services. Additionally, the parties renewed their commitment to provide a wide choice of medical service providers to these same individuals, while protecting them from the financial hardship that can result from occurrences of injury or disease.

The parties recognized that continued health care inflation not only has a negative impact on overall employment costs, but also seriously impedes both parties' ability to provide health care coverage at present and future benefit levels.

As a result of these discussions both parties affirmed their commitment to control health care costs and to insure maximum value for funds spent to provide health care coverage.

Both parties determined that the effort should be made to control health care cost escalation through a joint exploration of three broad areas:

1. Over-utilization of certain medical benefits which are, in fact, medically unnecessary;
2. Under-utilization of cost-effective means to obtain needed medical services, e.g., encourage that medical treatment be rendered in doctor's office rather than in a hospital emergency room; and
3. The manner in which certain medical service providers charge in excess of reasonable and necessary allowances or exceed charges billed by other medical service providers within the same geographic area.

In order to control health care cost escalation, C.S.P.A., Inc., and the City of Akron agree to establish a joint Health Care Cost Containment Committee.

This Committee shall consist of the President of CSPA, Inc. and another representative appointed by the Union, the Deputy Mayor for Labor Relations for the City of Akron, and the Manager of Employee Benefits for the City of Akron. This committee shall meet on a quarterly basis.

This Committee shall be provided with information pertaining to medical benefit utilization and costs especially when it appears that medical benefit utilization and costs are escalating excessively. This Committee shall develop programs and procedures to address cost containment of benefits utilization. These programs and procedures shall include, but are not limited to, the following:

1. Conducting discussions with health care providers whose charges exceed those billed by other providers for similar medical services;
2. Developing Communication Programs to inform covered employees and retirees about preferred medical providers and those providers of medical services that historically have exceeded benefit plan allowances;
3. Establishing programs to educate employees and retirees about alternate less costly sources of health care that are available;
4. Initiating steps to improve the administration of health care benefits; and
5. Enlisting active and retired city employees' involvement in community health issues which may have an impact on the overall City of Akron Health Care Program.

**MEMORANDUM OF AGREEMENT
SAFETY COMMUNICATIONS CENTER**

1. Shift Bidding

- a) Bidding for shift sign up shall be conducted starting November 1st of each year. The shifts shall become effective commencing the first Sunday in January.
- b) Shift bidding shall be based upon classification seniority.
- c) The bidding process shall commence with the most senior employee in each respective classification. Each employee shall have a maximum of one day to indicate his or her bid preference. An employee who waives their initial bid right shall at any subsequent time during the bidding process indicate their shift preference to management from the remaining open shifts.
- d) Bidding shall occur in one round, indicating both shift and off-position preference.
- e) An employee may not change his or her preference after the next employee has selected.
- f) No shifts or off-positions may be reserved or held open.
- g) The Signup sheets shall remain in the possession and under the control of the shift supervisors. When an employee is making their selection the supervisor shall observe the process.
- h) Safety Communications Technicians hired prior to April 1st, or at the discretion of management, shall be permitted to bid vacations and holidays for the following year after being placed on shifts by management. If needed, management may move the above individuals to a different shift once during the following year. The above individuals shall still be allowed to have all their bid vacation and holidays if moved. If a conflict should arise from moving a technician, the City shall make a good faith effort to provide the technician with the days off needed for future plans.

2. Vacation

- a) Vacation bidding shall be based upon City-wide seniority.
- b) The bidding process shall commence with the most senior employee.
- c) Classification shall have no bearing on vacation bidding.
- d) With the exception of Wednesdays, one person per bidding shift shall be allowed to bid a vacation day or holiday. On Wednesdays one additional Technician per bidding shift shall be allowed to bid a vacation day or holiday.

e) There will be 8 bidding shifts divided as follows:

A Shift	0700-1700	B Shift	0700-1700
A Shift	1100-2100	B Shift	1100-2100
A Shift	1700-0300	B Shift	1700-0300
A Shift	2100-0700	B Shift	2100-0700

f) Vacation bidding shall be conducted at the conclusion of the shift bidding but no later than December 1st of each year.

g) Bidding shall be conducted in multiple rounds.

- i. During the initial round of bidding employees shall be permitted to sign up for not more than two (2) consecutive weeks.
- ii. Management shall maintain a calendar for employees to utilize and update the calendar after each bid round. Vacation bids shall be submitted by completing a Vacation/Holiday Bid Sheet weekly.
- iii. Employees shall submit their Vacation/Holiday bid forms no later than 0700 on Fridays throughout the bidding process. If the bid form is not timely submitted, the employee's late bid will be granted after the timely submitted bids have been awarded.
- iv. The (second) 2nd round and succeeding rounds, shall be bid in one (1) week increments. Employees may claim any unfilled time slots.
 - a. During the second and succeeding rounds, employees may indicate preferences for any single, remaining days.
 - b. It shall be the employee's responsibility to verify that their bid was awarded correctly before the next round of bids begin.

3. Breaks

- a) Two (2) fifteen minute breaks shall be provided for each Technician during the course of a ten (10) hour shift.

4. Compensatory Time.

- a) A Technician requesting compensatory leave must have a minimum of the equivalent time available in their compensatory time bank at the time of the request.
- b) Compensatory time shall be granted on a first-come, first-serve basis.
- c) Compensatory leave shall not be canceled within seventy-two (72) hours of the date to be taken.

5. Trades

1.

- a) Trades shall not create the payment of overtime.
- b) Trades must be approved by shift supervisors.
- c) In no event are trades on trades permitted.
- d) Trades will not be permitted during probationary periods with the exception of an emergency.
- e) All trades must be completed by December 31 of each calendar year.
- f) Trades shall not interfere with special training.
- g) The Administration may waive time requirements to permit emergency trades.
- h) Trades will not be unreasonably withheld from any person.
- i) Technicians may request trades with other technicians in four or six hour durations that coincide with shifts, example... 0700 to 1100, 1100 to 1700.
- j) Trades with durations that are less than the above four or six hour blocks, shall be a minimum of one (1) hour and the technician shall only be excused to leave when the other technician reports for duty.
- k) Beginning in 2020, trades must be completed within ~~six (6)~~ **four (4)** months from the date of submission.
- l) If a technician fails to report for duty, in addition to other possible discipline, the below restrictions will be imposed on a revolving 12 month period;

1st occurrence – verbal warning

2nd occurrence - the technician shall not be permitted to participate in new trades for ninety (90) days from the occurrence.

3rd occurrence – the technician shall not be permitted to participate in new trades for two hundred seventy (270) days from the occurrence. If the third occurrence is within the above ninety day sanction period, the two hundred seventy days will begin at the conclusion of the ninety days.

- m) If a technicians fails to work the agreed upon payback time period, management will give the technician three choices for payback (at managements discretion). If the technician

fails to select one of the payback choices within seventy-two (72) hours, management shall assign a payback time period and the technician shall be required to report for work.

- n) If a technician fails to work the agreed upon payback time period due to an FMLA or A.D.A. absence, it will not be held against the technician's attendance. The hours of absence will still be owed by the Technician.
- o) Management may excuse a trade call-off occurrence when exceptional circumstances arise.
- p) It is the Technician's responsibility to have all trades completed before they resign or retire. Any time owed to the Technician after they resign or retire, will be forfeited.
- q) Requests for time off shall be given a written **or electronic** response within ~~five (5)~~ **seven (7)** business days. Approval will not be unreasonably withheld from any person.

2. Day Trades

A day trade is an employee working a day off as themselves in lieu of time off on a regularly scheduled day.

- a) **Day trades may be submitted at any time.**
- b) **A day trade shall not be paid back on a holiday.**
- c) **A day trade request does not take precedence over other requests for time off as the requests are on a first come – first served basis.**
- d) **Day trades will only be approved if the payback date occurs prior to the requested day off except for Wednesdays.**
- e) **The payback date must be within two (2) weeks of the requested date.**
- f) **No day trades shall be approved if the individual has overdue trade pay back.**
- g) **Day trades shall not be unreasonably withheld from any person.**
- h) **Day trades shall not create the payment of overtime.**
- i) **Day trades must be approved by shift supervisors.**
- j) **All trades must be completed by December 31 of each calendar year.**
- k) **Trades shall not interfere with special training.**

6. Voluntary Demotions.

- a) Classification seniority shall be frozen upon promotion. In the event of voluntary demotion, a technician shall resume seniority from the point it was frozen. Said technician will assume the appropriate point on the classification seniority list.

7. Training

- a) The Administration reserves the right to schedule periodic training sessions on off-duty hours.
 - i. A minimum advance notice of seventy-two (72) hours shall be required prior to said training sessions.
- b) Bargaining unit members in the classifications of Safety Communications Technician I and Safety Communications Technician may be utilized to assist in the training of Safety Communications Trainees and to assist in providing continuing training for co-workers.

Safety Communication Technician I's and **Technicians** shall receive **one (1) hour of paid time for every ten (10) hours worked while performing the function of a Trainer.** ~~be compensated while performing in a training capacity.~~

8. Holiday Overtime.

- a) A separate overtime list will be maintained for holiday overtime within the Safety Communications Center. The technician with the most accumulated overtime within the center shall have the first right of refusal. The process shall continue in like manner until the overtime has been awarded. In the case of a tie, the technician with the greater seniority shall be awarded the overtime.

9. Mandated Overtime

- a) Any technician ordered to work in error shall be credited on the mandate list with working two mandates.

10. Holidays

Effective January 1, 2004 and each calendar year thereafter, Safety Communication Technicians shall receive One-Hundred Forty (140) hours of compensatory time as compensation for all holidays during the calendar year.

- a) The compensatory time is in lieu of a Technician receiving any additional compensation for working a holiday other **than** time and one-half (1 1/2) for hours worked. In addition, the compensatory time is in lieu of a Technician receiving any additional compensation if

- a holiday falls on a day an individual is not scheduled to work.
- b) If a Technician terminates his/her employment during the calendar year, compensation for the compensatory time credited to the Technician for those remaining holidays in the year will be deducted from **the** Technician's terminal check.
 - c) Holiday time bidding will commence upon completion of vacation bidding and will be bid from the available days remaining.
 - d) Holiday time bidding will be based upon Safety Communications Center Seniority.
 - e) Safety Communication Technicians will have the opportunity to bid all 140 hours of their holiday time.
 - f) Holidays will be bid as full days.
 - g) Holiday time bidding shall be conducted in multiple rounds and in the same manner as Vacation bidding.
 - h) A bid shall be no more than (four) 4 days.
 - i) Holiday time usage will not negatively affect, (i.e. straight out), overtime hours worked in the same week.
 - j) Holiday time shift bidding will be the same as vacation time shift bidding.
11. At the completion of the bidding process (vacation and holiday time), all requests for vacation, holiday time and compensatory time will be awarded on a first come/first served basis. Approved compensatory time will not be canceled to grant vacation or holiday time requests. Compensatory time may not be submitted more **than** thirty (30) days in advance.
12. Requests for vacation and holiday time submitted less than seven (7) days in advance will be granted only if staffing allows.
13. Holiday time that is not scheduled as of December 1 and used in the calendar year will be cashed out. Payment will be in January/February of the subsequent year.

MANDATING 911 EMPLOYEES
SAFETY COMMUNICATION CENTER

1. Mandating Steps:

- a) If a mandate situation exists, supervision shall notify the first five (5) employees that are up to be mandated of the situation. Supervision shall then ask the personnel currently working for volunteers to stay and work overtime.

- b) If still short personnel, supervision shall **page notify** off-duty personnel **by either telephone or other electronic means**.
 - c) If after twenty (20) minutes no personnel have responded to the **page notification**, the supervisor shall follow the below procedure for mandating personnel.
2. Technicians shall be mandated in the following order:
- a) The least senior technician **based on continuous center seniority** with no mandates;
 - b) Technician with the lowest amount of accepted mandates;
 - c) If Technicians have the same amount of accepted mandates, the least senior Technician **based on continuous center seniority**.
3. A person being mandated will have the opportunity to select the position they wish to work **unless that position is being used for training**.
4. Technicians, who are mandated to work overtime, shall only be required to work up to a maximum of four (4) hours.
5. Technicians that work immediately prior to their shift may be mandated but only for any remaining balance of four (4) hours of mandated overtime and shall be credited for a mandate. Example: Technician starts two hours prior to their shift can only be mandated two hours.
6. Technicians shall not be mandated if they are voluntarily working overtime on their regular or scheduled day off.
7. Technicians working a trade with another Technician are subject to being mandated if the individual they are working for is subject to being mandated. The Technician that actually works the mandate shall be credited for the mandate.
8. Technicians working a trade with the Center are subject to being mandated as if it was their regular scheduled day to work.
9. If an employee has been mandated and starts the mandated shift and then an employee calls in and wishes to come in and work; the mandated employee shall have the right to stay and complete the mandated shift or go home when relieved. In either case they will be credited with an accepted mandate.
10. Mandated overtime hours shall not be included in the computation to award overtime.
11. Any technician mandated to work in error shall be credited on the mandate list with working two mandates. Any technician mandated in violation of section four (4), five (5) or six (6), of this agreement shall not have a refusal held against them.

12. Technicians in training that are deemed by supervision to be competent to work overtime shall be included in the mandate rotation. The technician, who has become eligible for overtime, or the technician returning from a leave of absence of more than ninety (90) days, shall be credited with the lowest number of mandates of technicians in the classification and shift to which the technician is entering and/or returning and the technician's name shall be placed on the mandate list accordingly.
13. Mandate totals shall reset to zero on the first Sunday in January to coincide with the first day that the new shifts begin.

SAFETY COMMUNICATIONS CENTER

Overtime

1. When overtime is required, opportunities shall be distributed on an equitable basis where practicable. Factors to be considered in the distribution of overtime include the ability to perform the job and the classification required to perform the job.
2. Neither seasonal employees, temporary employees, permanent part-time, newly hired probationary employees within their first ninety (90) days of employment, nor co-op students shall be called in or assigned overtime except when a bargaining unit member is unavailable for such work.
3. As used in these provisions, the following words shall have the meaning as indicated below:
 - a) "OVERTIME LIST" shall mean a list of qualified employees as defined in this provision initially arranged in order of center seniority by classification, and posted with hours of charged overtime against each employee.
 - b) "ROTATING" shall mean that the employee with the least charged overtime on the list is to be awarded first when overtime is required.
 - c) "CHARGED OVERTIME" shall mean that overtime actually worked by that employee. Employees on official leave status shall not be contacted nor charged overtime.
 - d) "EQUITABLE DISTRIBUTION" of overtime shall mean that every Safety Communication Technician has the same opportunity to work overtime, except in cases where an employee waives their rights for whatever reason they may choose.
4. An employee who has been mistakenly bypassed shall be entitled to be awarded the next available, similar (regular=regular, holiday=holiday, 6 hours=6 hours) overtime opportunity of his choosing. If an employee has been intentionally bypassed, he shall be compensated for such hours of overtime he would have been entitled to if he had worked the overtime.
5. A technician, who has become eligible for overtime, or the technician returning from a leave of absence of more than thirty (30) days, shall be credited with the average number of overtime hours of technicians in the classification and shift to which the technician is entering and/or returning. If the technician's actual number of overtime hours are higher,

the higher number shall be used and the technician's name shall be placed on the overtime list accordingly.

6. Overtime shall be awarded fourteen (14) days in advance to the technician that signed a show of interest (long-board) for that overtime period and has the fewest number of overtime hours according to the overtime total list that is compiled and updated every two weeks.
 - a) A separate overtime list will be maintained for holiday overtime within the Safety Communications Center. The Technician with the most accumulated overtime within the center shall have the first right of refusal. The process shall continue in like manner until the overtime has been awarded. In the case of a tie, the technician with the greater Center seniority shall be awarded the overtime.
7. Fourteen (14) days before the first Sunday in January, of each succeeding year of this Agreement, charged overtime hours will revert to zero (0). The awarding of overtime for the first Sunday of the year and after shall be based upon Center seniority until the overtime total list is compiled.
8. The technician has three (3) days to accept or refuse the awarded overtime. If accepted, management places the technicians name on the detail to reflect the technician is working the upcoming overtime period. If refused, the overtime period is awarded to the next technician with the fewest hours that signed the long-board: that technician now has three (3) days to accept or refuse and the process repeats.
9. If no technician accepts the overtime period within forty-eight (48) hours of that start time, it shall be placed on the last minute overtime board (short-board) for anyone to accept on a first-come, first-served basis. Requests by technicians to be placed first-up when overtime becomes available shall not be granted.
10. Once accepted, the overtime may be cancelled by the technician with a more than Seventy-two (72) hour notification from the start time of the overtime period. Any cancellations of, or calling off on overtime beyond the 8th -10th incident will result in the denial of future overtime assignments for thirty (30) days. Subsequent cancellations of overtime will be subject to progressive discipline. Tracking of overtime cancellations will be done using a rotating twelve (12) month period. Unless management has previously approved the replacement, failure to appear for accepted overtime will constitute as an AWOL occurrence even if another person is there to work the overtime.
 - a) A technician may cancel an overtime period within seventy-two (72) hours if supervision is able to find a replacement; this shall count as a cancellation. Supervision shall first offer the overtime to the next individuals on the Long-Board according to the amount of hours. If the overtime is not accepted by the next individual(s) then the overtime shall be placed on the last minute overtime board.

- b) Calling off on overtime is considered an overtime cancellation.
11. The following procedure shall be utilized when overtime is available at the end of a current shift:
- a) Supervision shall ask the personnel currently working for volunteers to stay and work overtime, the technician with lowest hours shall have the right of first refusal. If it is a Holiday, the technician with the highest number of hours shall have the right of first refusal. Center seniority shall apply in case of a tie.
 - b) If a shortage of personnel still exists, supervision shall send out a page to all personnel.
 - c) If personnel are still needed, the mandate procedure may be followed.
12. Overtime for Veterans Day shall be paid to employees that work on the actual holiday of November 11th. **Overtime for Juneteenth shall be paid to employees that work on the actual holiday of June 19th.**

MEMORANDUM OF AGREEMENT SUBSTANCE ABUSE PROGRAM

During the course of 2005 contract negotiations, the issue of employee substance abuse and its potential for negative personal and organizational consequences was raised. As a result, C.S.P.A., Inc., and the City of Akron agree to establish a joint committee to review the extent of employee substance abuse and the effectiveness of current policies in addressing this problem.

This committee shall consist of the President of C.S.P.A., Inc., and another representative appointed by the Union, the Deputy Mayor for Labor Relations of the City of Akron, a representative of the Law Department, and the Director of Health for the City of Akron.

This committee shall review information pertinent to the issue of employee substance abuse and may make policy recommendations as necessary to the Administration. The committee shall work within the spirit of the guidelines established for the Employee Assistance Program (EAP). Any modifications in current policy shall be adopted only upon the unanimous consent of the committee.

**MEMORANDUM OF AGREEMENT
WORK SCHEDULES/WATER SUPPLY**

The City of Akron and the Civil Service Personnel Association, Inc., hereby agree to the following work schedule changes for Laboratory Analysts in the CSPA bargaining unit within the Water Supply Division.

1. Effective August 1, 2021, bargaining unit members may choose to work one of the below schedules with one person per schedule. The new schedules will begin September 5, 2021.

- a. Each daily shift will start at 6:30 a.m. and conclude at 5:00 p.m., which shall include a half an hour lunch break.
- b. Once an individual chooses their schedule, they shall remain on the schedule until the next bidding takes effect.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Schedule 1	10	10	10	10			
Schedule 2			10	10	10	10	
Schedule 3				10	10	10	10

2. A bargaining unit member's schedule shall be governed by the following rules:

- a. Overtime will only be paid for those hours worked in excess of ten (10) hours in a twenty-four (24) hour period or forty (40) hours in a workweek.
- b. A bargaining unit member who is granted time off for a workday shall have ten (10) hours deducted from their corresponding bank of hours.
- c. When a holiday occurs during one of the bargaining unit member's regular workdays, the bargaining unit member shall receive ten (10) hours holiday pay.
- d. If a Holiday occurs on the unit members regularly scheduled day off they shall receive eight (8) additional hours of pay.

3. Shift Bidding:

- a. Bidding for shift sign up shall be conducted starting the first Wednesday in November of each year. The shifts shall become effective commencing the first Sunday in January of each year.
- b. Shift bidding shall be based upon classification seniority, starting with Lab Analyst II.

- c. The bidding process shall commence with the most senior employee in each respective classification. Each employee shall have a maximum of three (3) days to indicate his or her bid preference.**
- d. No shifts or off-positions may be reserved or held open.**

APPENDIX A OSPA BARGAINING UNIT CLASSIFICATIONS		
Job Code	Classifications	Grade
216S	Account Clerk I	12
217S	Account Clerk II	15
893S	Account Clerk II WIC	15
231S	Accounting Technician	21
186S	Accounts Analyst I	21
175S	Accounts Analyst II	24
176S	Accounts Analyst III	27
894S	Activities Coord WIC	18
367S	Administrative Assistant I	12
368S	Administrative Assistant II	15
364S	Air Pollution Engineer I	25
365S	Air Pollution Engineer II	28
268S	Alcoh/Drug Prev Spec I	21
269S	Alcoh/Drug Prev Spec II	24
267S	Alcohol & Drug Conslr I	21
277S	Alcohol & Drug Conslr II	24
481S	Applications Analyst	27
479S	Applications Programmer	24
383S	Architectural Designer I	24
384S	Architectural Designer II	27
426S	Assessments & Lic. Agent	19
241S	Assistant Librarian	21
767S	Automated Cntrl Tech	24
140S	Building Inspector I	22
160S	Building Inspector II	25
223S	Buyer I	21
208S	Buyer II	24
205S	Buyer III	27
222S	Buyer Technician	21
035S	Cartographer	25
218S	Cashier I	12
219S	Cashier II	15
023S	City Planner I	21
001S	City Planner II	24
002S	City Planner III	27

336S	Civil Engineer I	25
337S	Civil Engineer II	28
228S	Clinic Assistant	15
323S	Code Compliance Inspector I	19
590S	Code Compliance Inspector II	21
591S	Code Compliance Inspector III	24
396S	Communications Specialist I	21
397S	Communications Specialist II	24
398S	Communications Specialist III	27
087S	Community Dvlpmt Technician	21
274S	Community Res Spec I	21
031S	Community Res Spec II	24
032S	Community Res Spec III	27
134S	Community Service Coord	21
496S	Computer Operator I	17
497S	Computer Operator II	20
987S	Computer Programmer Analyst I	26
988S	Computer Programmer Analyst II	28
478S	Computer Technician	21
456S	Constr Ch Insp - Structs	24
455S	Constr Inspector	21
459S	Constr Mtrls Insp II	24
128S	Consumer Svcs Clerk	19
143S	Consumer Svcs Lead Clerk	20
501S	Crime Analyst I	21
502S	Crime Analyst II	24
560S	Cstmr Svc Lead Request Agent	18
559S	Customer Service Request Agent	17
517S	Data Analyst I	21
518S	Data Analyst II	24
519S	Data Analyst III	27
491S	Data Control Coordinator	22
504S	Data Entry Operator	14
461S	Demo Site Improv Insp II	24
251S	Disease Control Officer	27
262S	Disease Intervention Specialist	26
853S	Document Reproduction Operator	17
431S	Drafter I	18
433S	Drafter II	21
435S	Drafter III	24

073S	Economic Dev Spec I	21
074S	Economic Dev Spec II	24
075S	Economic Dev Spec III	27
024S	Economist I	21
004S	Economist II	24
005S	Economist III	27
334S	Electrical Engineer II	28
341S	Electrical Engineer III **	31
152S	Electrical Inspector I	22
163S	Electrical Inspector II	25
406S	Engineering Aide I	14
407S	Engineering Aide II	18
411S	Engineering Tech I	21
413S	Engineering Tech II	24
309S	Environmental Compliance Inspector I	21
310S	Environmental Compliance Inspector II	24
318S	Environmental Svcs Aide	17
436S	GIS Technician I	21
437S	GIS Technician II	24
034S	Graphic Artist I	21
442S	Graphic Artist II	24
232H	Graphics Aide I	12
233H	Graphics Aide II	16
234H	Graphics Aide III	19
259S	Health Education Spec I	21
257S	Health Education Spec II	24
065S	Housing Rehab Loan Spec	24
250S	Housing Rehab Spec I	21
064S	Housing Rehab Spec II	24
752S	Instrument Technician	24
751S	Instrument Technician I	21
752S	Instrument Technician II	24
327S	Lab Analyst I	21
328S	Lab Analyst II Air Poll	24
416S	Lab Analyst II Wastewat	24
417S	Lab Analyst II Water	24
294S	Laboratory Aide	07
392S	Landscape Designer I	24
393S	Landscape Designer II	27
027S	Landscape Planner	27

390S	Landscape Technician I	21
391S	Landscape Technician II	24
507S	Law Enforcement Planner I	21
508S	Law Enforcement Planner II	24
094S	Law Records Coordinator	18
404S	Manpower Program Aide	18
129S	Manpower Program Asst I	21
111S	Manpower Program Asst II	24
332S	Manpower Program Asst III	27
154S	Mechanical Inspector I	22
474S	Mechanical Inspector II	25
263S	Microbiologist I	21
255S	Microbiologist II	24
256S	Microbiologist III	27
897S	Nutrition Aide WIC	18
898S	Nutritionist WIC	24
109S	Operations Resrch Analyst I	21
100S	Operations Resrch Analyst II	24
101S	Operations Resrch Analyst III	27
562S	Permit Clerk I	15
565S	Permit Clerk II	18
454H	Permit Inspector	19
070S	Planning Aide I	14
071S	Planning Aide II	18
072S	Planning Aide III	21
211S	Plans Examiner I	25
212S	Plans Examiner II	28
339S	Plans Examiner III **	31
767S	Plnt Automated Cntrl Tech-WPC	24
149S	Plumbing Inspector I	22
150S	Plumbing Inspector II	25
082S	Pub Hlth Nutritionist	27
396S	Pub Information Spec I	21
397S	Pub Information Spec II	24
398S	Pub Information Spec III	27
220S	Purchasing Aide	18
028S	Radiographer	19
291S	Real Estate Negot I	21
054S	Real Estate Negot II	24
056S	Real Estate Negot III	27

145S	Recreation Leader	11
044S	Recreation Leader-Ddp	11
169S	Recreation Supervisor	16
189S	Recreation Supervisor I	21
141S	Recreation Supervisor II	24
652S	Recycle/Curbserv Monitor	16
979S	Safety Comm Tech I	18
387S	Safety Comm Technician	22 23
385S	Safety Comm Trainee	15
307S	Sanitarian I	21
254S	Sanitarian II	24
201S	Secretary I	12
202S	Secretary II	15
203S	Secretary II WIC	15
273S	Sociologist I	21
271S	Sociologist II	24
047S	Sociologist III	27
854H	Stores Clerk	17
221S	Surveyor Aide I	14
215S	Surveyor Aide II	18
171S	Surveyor Aide III	21
167S	Surveyor Technician	21
190S	Tax Agent	18
191S	Tax Auditor	21
421S	Traffic Engineering Aide	18
704S	Traffic Signal Technician	21
705S	Traffic Syst Design Tech	27
409S	Traffic Technician I	18
410S	Traffic Technician II	21
207S	Trans Designer I	25
361S	Trans Designer II	28
464S	Transportation Planner I	21
465S	Transportation Planner II	24
466S	Transportation Planner III	27
021S	Urban Forestry Specialist	24
099S	Utilities Analyst	27
206S	Water Protection Specialist I	20
882S	Water Protection Specialist II	23
206S	Watershed Ranger	20
480S	Web Analyst	27

533S	Weights & Measures Inspector	19
564S	Zoning Compliance Inspector	16
086S	Zoning Technician	24

****These classifications will remain in the City's current Paid Leave Program.**

City of Akron
Medical and Prescription Drug Benefit

	2022		2023		2024	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Direct Primary Care	Offered		Offered		Offered	
Flexible Spending Account	Offered		Offered		Offered	
Medical						
Benefit Period	January 1st through December 31st		January 1st through December 31st		January 1st through December 31st	
Dependent Age Limit	Age 26 - Removal upon End of Month		Age 26 - Removal upon End of Month		Age 26 - Removal upon End of Month	
Plan Maximum	Unlimited		Unlimited		Unlimited	
Benefit Period Deductible - Single/Family (Embedded)	\$150/\$300	\$300/\$600	\$150/\$300	\$300/\$600	\$150/\$300	\$300/\$600
Deductible Credit	Not Included		Not Included		Not Included	
Common Accident	Not Included		Not Included		Not Included	
Coinsurance	80%	70%	80%	70%	80%	70%
Coinsurance Out of Pocket Maximum**** (Including Deductible) - Single/Family	\$1,500/\$3,000	\$3,000/\$6,000	\$1,500/\$3,000	\$3,000/\$6,000	\$1,500/\$3,000	\$3,000/\$6,000
Physician/Office Services						
Office Visit - PCP	\$15 Copay	70%*	\$15 Copay	70%*	\$15 Copay	70%*
Office Visit - Specialist	\$40 Copay	70%*	\$40 Copay	70%*	\$40 Copay	70%*
Telemedicine Visit	*\$15 Copay	N/A	*\$15 Copay	N/A	*\$15 Copay	N/A
Allergy Testing and Treatments	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Immunizations (Non ACA)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
[Travel-related immunizations N/C]						
Preventive Care						
Health Care Reform Preventive Benefits	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
Health Care Reform Preventive Benefits for Women	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
Routine Adult Physical Exams/Immunizations (1 per benefit period)	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
ACA Routine Well Child Exams/Immunizations (1 per benefit period)	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered
Routine Gynecological Care Exams (1 per benefit period)						
Routine Mammograms						
Pap Test (1 per benefit period)						
Endoscopic Services						
Laboratory/X-rays						
Emergency Medical Care						
Emergency Room (Facility and Physician Services)	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**
Non-Emergency Care in ER (Facility and Physician Services)	\$200 Copay/80%	\$200 Copay/70%	\$200 Copay/80%	\$200 Copay/70%	\$200 Copay/80%	\$200 Copay/70%
Emergency Use of Ambulance	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Non-Emergency Use of Ambulance	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Urgent Care Provider	\$45 Copay	70%*	\$45 Copay	70%*	\$45 Copay	70%*
Inpatient Services						
Hospital Room & Board and Ancillaries	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Physician Medical Care Visits	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Professional Services (Anesthesia, Consultations)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Maternity (subscriber, spouse & dependent coverage)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Newborn Care	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Skilled Nursing	80% after deductible; 100 days	70% after deductible; 100 days	80% after deductible; 100 days	70% after deductible; 100 days	80% after deductible; 100 days	70% after deductible; 100 days
Outpatient Services						
Diagnostic Lab, X-Ray, and Medical Tests	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Diabetic Education and Training	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Surgical Services (Surgery, Anesthesia, Assistant Surgeon)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Oral Surgical Services (Surgery, Anesthesia, Assistant Surgeon)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Home Health Care	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period
Outpatient Therapy						
Cardiac Rehabilitation	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chemotherapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Radiation Therapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Dialysis Treatments	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chiropractic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible

Medical and Prescription Drug Benefit

	2022		2023		2024	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Prescription Drug***						
Deductible	None		None		None	
Retail (34-day supply)						
Prilosec and Clonin OTC with a prescription	Generic Copay	N/A	Generic Copay	N/A	Generic Copay	N/A
Generic	\$10	N/A	\$10	N/A	\$10	N/A
Preferred Brand	\$20	N/A	\$20	N/A	\$20	N/A
Non-Preferred Brand	\$40	N/A	\$40	N/A	\$40	N/A
Specialty	\$50	N/A	\$50	N/A	\$50	N/A
Nexium	\$100	N/A	\$100	N/A	\$100	N/A
ED Drugs: Cialis**	\$50	N/A	\$50	N/A	\$50	N/A
Mail Order/Retail (90-day supply)						
Generic	\$20	N/A	\$20	N/A	\$20	N/A
Preferred Brand	\$40	N/A	\$40	N/A	\$40	N/A
Non-Preferred Brand	\$80	N/A	\$80	N/A	\$80	N/A
Nexium	\$200	N/A	\$200	N/A	\$200	N/A
Maintenance Choice	Mandatory Maintenance Choice	N/A	Mandatory Maintenance Choice	N/A	Mandatory Maintenance Choice	N/A
Formulary	Advanced Control Formulary [†]	N/A	Advanced Control Formulary [†]	N/A	Advanced Control Formulary [†]	N/A
Erectile Dysfunction Drugs: Quantity Limit	10 pills for 30 days	N/A	10 pills for 30 days	N/A	10 pills for 30 days	N/A
Medical and Prescription Drug Overall Out of Pocket Maximum****						
Single/Family	\$1,500/\$3,000	\$3,000/\$6,000	\$1,500/\$3,000	\$3,000/\$6,000	\$1,500/\$3,000	\$3,000/\$6,000

[†] In compliance with cost-sharing limits of the Affordable Care Act.

* After Deductible

** Copay waived if admitted

*** Current criteria to qualify for surgery will remain unchanged.

**** Out-of-Pocket Maximum will include copays and Rx copays in addition to coinsurance and the deductible.

[†] Currently available through carrier at specific providers only - Cleveland Clinic.

^{††} Covers radical keratotomy, keratoplasty, Lask and other surgical procedures to correct refractive defects.

*Includes Advanced Control Specialty Formulary.

**Copay for Cialis will be \$50. If it meets medically necessary criteria, it reverts to applicable tier on copay structure.

Note: Network services with copayments are not subject to deductible and/or coinsurance. Except for Emergency Room Services, non-network services are subject to deductible and non-deductible coinsurance.

Plans will have an embedded deductible: One individual must meet the single deductible. Two or more can meet a family deductible.

Contributions (\$)

Single	\$60.00	9%, capped at \$65 Single	10%, capped at \$70 Single
Family	\$120.00	9%, capped at \$160 Family	10%, capped at \$180 Family

APPENDIX C



GUARDIAN®

**The City of Akron
Dental Guard Network Access Plan (NAP) Program
Benefit & Cost Illustration – ALL ACTIVE EMPLOYEES**

Annual Maximum (Preventive, Basic and Major services combined) \$1,500

Services Percentage Paid

Preventive Services 100%

- Emergency Palliative Treatment
- Fluoride Treatments
- Oral Examination
- Periodontal Maintenance Procedure
- Space Maintainers
- Teeth Cleaning
- Topical Sealants
- X-Rays

Basic Services 100%

- Endodontic Services/Root Canal Therapy
- Fillings
- General Anesthesia- surgical procedures only
- Oral Surgery
- Periodontal Services
- Repairs of dentures, bridgework, crowns, etc.

Major Services 60%

- Bridges Installation
- Crowns: Five Year Replacement
- Dentures- Full and Partial
- Implants
- Inlays
- Onlays
- Posts

Orthodontic Services 60%

- \$2,500 lifetime maximum

APPENDIX C

Plan Features

- *In-network* benefits are based on a negotiated contracted fee schedule, *Out-of-network* benefits are based on usual, reasonable, and customary rates for a given area. While employees retain **complete freedom of choice**, the employee benefits by using an *In-network* dentist because of significant contracted discounts result in less out-of-pocket expenses; enabling the employee to receive more services during the year than if he or she visited an *Out-of-network* dentist.
- Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at www.GuardianLife.com.
- Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable

This handout is for illustrative purposes only.

Vision Plan



MEDICAL MUTUAL

APPENDIX C

Examinations (one per Benefit Period)	\$50 Allowance
Lenses (per pair, one pair per Benefit Period)	\$40 Allowance
Single Vision	\$60 Allowance
Bifocal	\$76 Allowance
Trifocal	\$92 Allowance
Lenticular	
Contact Lenses	\$116 Allowance
• After cataract surgery	\$116 Allowance
• For visual acuity not correctable to 20/70 in the better eye by use of conventional lenses	\$60 Allowance
• Other contacts	\$60 Allowance
Frames (per frame, one frame per every Two Benefit Periods)	

Vision Benefit Limitations:

No benefit will be made for expenses incurred for:

- Medical or surgical treatment of the eye.
- Lenses which are not medically necessary and are not prescribed by an Optometrist or Ophthalmologist, or frames for such lenses.
- Sunglasses, whether or not prescribed.
- Replacement of lenses unless an examination shows that, using the existing prescription, a visual defect equal to at least one-half of one diopter in strength exists or a change of at least 10% in axis for astigmatism is required.
- Care not listed in the schedule.
- Tinted lenses prescribed by the examiner when over Rose Tints No. 1 or No. 2.
- Charges for the excess cost of lenses over 65 millimeters in diameter.

This Benefit Summary highlights some of the benefits which are available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are administered by Medical Mutual.



City of Akron, Ohio

DANIEL HORRIGAN, MAYOR

March 29, 2019

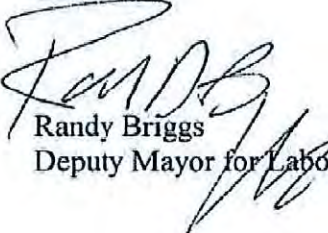
Dan Sladek, President
CSPA, Inc.
720 Wolf Ledges Parkway, Suite 203
Akron, OH 44311

Dear Mr. Sladek:

During the course of negotiations, the City of Akron and the Civil Service Personnel Association, Inc. discussed the availability of mental health professionals for workers on evening and midnight shifts.

As a result of those discussions, C.S.P.A., Inc., and the city agree to meet in an attempt to provide twenty-four (24) hour access to mental health professionals for bargaining unit members.

Sincerely,



Randy Briggs
Deputy Mayor for Labor Relations

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/2/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
01	6	10.05	402.00	1,742.00	20,904.00
	7	10.51	420.40	1,821.73	21,860.80
02	5	10.05	402.00	1,742.00	20,904.00
	6	10.51	420.40	1,821.73	21,860.80
	7	10.97	438.80	1,901.47	22,817.60
03	4	10.05	402.00	1,742.00	20,904.00
	5	10.51	420.40	1,821.73	21,860.80
	6	10.97	438.80	1,901.47	22,817.60
	7	11.38	455.20	1,972.53	23,670.40
04	3	10.05	402.00	1,742.00	20,904.00
	4	10.51	420.40	1,821.73	21,860.80
	5	10.97	438.80	1,901.47	22,817.60
	6	11.38	455.20	1,972.53	23,670.40
	7	12.07	482.80	2,092.13	25,105.60
05	2	10.05	402.00	1,742.00	20,904.00
	3	10.51	420.40	1,821.73	21,860.80
	4	10.97	438.80	1,901.47	22,817.60
	5	11.38	455.20	1,972.53	23,670.40
	6	12.07	482.80	2,092.13	25,105.60
	7	12.54	501.60	2,173.60	26,083.20
06	1	10.05	402.00	1,742.00	20,904.00
	2	10.51	420.40	1,821.73	21,860.80
	3	10.97	438.80	1,901.47	22,817.60
	4	11.38	455.20	1,972.53	23,670.40
	5	12.07	482.80	2,092.13	25,105.60
	6	12.54	501.60	2,173.60	26,083.20
	7	13.12	524.80	2,274.13	27,289.60
07	1	10.51	420.40	1,821.73	21,860.80
	2	10.97	438.80	1,901.47	22,817.60
	3	11.38	455.20	1,972.53	23,670.40
	4	12.07	482.80	2,092.13	25,105.60
	5	12.54	501.60	2,173.60	26,083.20
	6	13.12	524.80	2,274.13	27,289.60
	7	13.70	548.00	2,374.67	28,496.00
08	1	10.97	438.80	1,901.47	22,817.60
	2	11.38	455.20	1,972.53	23,670.40
	3	12.07	482.80	2,092.13	25,105.60
	4	12.54	501.60	2,173.60	26,083.20
	5	13.12	524.80	2,274.13	27,289.60

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/2/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	6	13.70	548.00	2,374.67	28,496.00
	7	14.30	572.00	2,478.67	29,744.00
09	1	11.38	455.20	1,972.53	23,670.40
	2	12.07	482.80	2,092.13	25,105.60
	3	12.54	501.60	2,173.60	26,083.20
	4	13.12	524.80	2,274.13	27,289.60
	5	13.70	548.00	2,374.67	28,496.00
	6	14.30	572.00	2,478.67	29,744.00
	7	14.92	596.80	2,586.13	31,033.60
10	1	12.07	482.80	2,092.13	25,105.60
	2	12.54	501.60	2,173.60	26,083.20
	3	13.12	524.80	2,274.13	27,289.60
	4	13.70	548.00	2,374.67	28,496.00
	5	14.30	572.00	2,478.67	29,744.00
	6	14.92	596.80	2,586.13	31,033.60
	7	15.67	626.80	2,716.13	32,593.60
11	1	12.54	501.60	2,173.60	26,083.20
	2	13.12	524.80	2,274.13	27,289.60
	3	13.70	548.00	2,374.67	28,496.00
	4	14.30	572.00	2,478.67	29,744.00
	5	14.92	596.80	2,586.13	31,033.60
	6	15.67	626.80	2,716.13	32,593.60
	7	16.29	651.60	2,823.60	33,883.20
12	1	13.12	524.80	2,274.13	27,289.60
	2	13.70	548.00	2,374.67	28,496.00
	3	14.30	572.00	2,478.67	29,744.00
	4	14.92	596.80	2,586.13	31,033.60
	5	15.67	626.80	2,716.13	32,593.60
	6	16.29	651.60	2,823.60	33,883.20
	7	17.08	683.20	2,960.53	35,526.40
13	1	13.70	548.00	2,374.67	28,496.00
	2	14.30	572.00	2,478.67	29,744.00
	3	14.92	596.80	2,586.13	31,033.60
	4	15.67	626.80	2,716.13	32,593.60
	5	16.29	651.60	2,823.60	33,883.20
	6	17.08	683.20	2,960.53	35,526.40
	7	17.94	717.60	3,109.60	37,315.20
14	1	14.30	572.00	2,478.67	29,744.00
	2	14.92	596.80	2,586.13	31,033.60
	3	15.67	626.80	2,716.13	32,593.60
	4	16.29	651.60	2,823.60	33,883.20

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/2/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	5	17.08	683.20	2,960.53	35,526.40
	6	17.94	717.60	3,109.60	37,315.20
	7	18.76	750.40	3,251.73	39,020.80
15	1	14.92	596.80	2,586.13	31,033.60
	2	15.67	626.80	2,716.13	32,593.60
	3	16.29	651.60	2,823.60	33,883.20
	4	17.08	683.20	2,960.53	35,526.40
	5	17.94	717.60	3,109.60	37,315.20
	6	18.76	750.40	3,251.73	39,020.80
	7	19.60	784.00	3,397.33	40,768.00
16	1	15.67	626.80	2,716.13	32,593.60
	2	16.29	651.60	2,823.60	33,883.20
	3	17.08	683.20	2,960.53	35,526.40
	4	17.94	717.60	3,109.60	37,315.20
	5	18.76	750.40	3,251.73	39,020.80
	6	19.60	784.00	3,397.33	40,768.00
	7	20.35	814.00	3,527.33	42,328.00
17	1	16.29	651.60	2,823.60	33,883.20
	2	17.08	683.20	2,960.53	35,526.40
	3	17.94	717.60	3,109.60	37,315.20
	4	18.76	750.40	3,251.73	39,020.80
	5	19.60	784.00	3,397.33	40,768.00
	6	20.35	814.00	3,527.33	42,328.00
	7	21.40	856.00	3,709.33	44,512.00
18	1	17.08	683.20	2,960.53	35,526.40
	2	17.94	717.60	3,109.60	37,315.20
	3	18.76	750.40	3,251.73	39,020.80
	4	19.60	784.00	3,397.33	40,768.00
	5	20.35	814.00	3,527.33	42,328.00
	6	21.40	856.00	3,709.33	44,512.00
	7	22.36	894.40	3,875.73	46,508.80
19	1	17.94	717.60	3,109.60	37,315.20
	2	18.76	750.40	3,251.73	39,020.80
	3	19.60	784.00	3,397.33	40,768.00
	4	20.35	814.00	3,527.33	42,328.00
	5	21.40	856.00	3,709.33	44,512.00
	6	22.36	894.40	3,875.73	46,508.80
	7	23.40	936.00	4,056.00	48,672.00
20	1	18.76	750.40	3,251.73	39,020.80
	2	19.60	784.00	3,397.33	40,768.00
	3	20.35	814.00	3,527.33	42,328.00

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/2/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	4	21.40	856.00	3,709.33	44,512.00
	5	22.36	894.40	3,875.73	46,508.80
	6	23.40	936.00	4,056.00	48,672.00
	7	24.53	981.20	4,251.87	51,022.40
21	1	19.60	784.00	3,397.33	40,768.00
	2	20.35	814.00	3,527.33	42,328.00
	3	21.40	856.00	3,709.33	44,512.00
	4	22.36	894.40	3,875.73	46,508.80
	5	23.40	936.00	4,056.00	48,672.00
	6	24.53	981.20	4,251.87	51,022.40
	7	25.82	1,032.80	4,475.47	53,705.60
22	1	20.35	814.00	3,527.33	42,328.00
	2	21.40	856.00	3,709.33	44,512.00
	3	22.36	894.40	3,875.73	46,508.80
	4	23.40	936.00	4,056.00	48,672.00
	5	24.53	981.20	4,251.87	51,022.40
	6	25.82	1,032.80	4,475.47	53,705.60
	7	27.24	1,089.60	4,721.60	56,659.20
23	1	21.40	856.00	3,709.33	44,512.00
	2	22.36	894.40	3,875.73	46,508.80
	3	23.40	936.00	4,056.00	48,672.00
	4	24.53	981.20	4,251.87	51,022.40
	5	25.82	1,032.80	4,475.47	53,705.60
	6	27.24	1,089.60	4,721.60	56,659.20
	7	28.57	1,142.80	4,952.13	59,425.60
24	1	22.36	894.40	3,875.73	46,508.80
	2	23.40	936.00	4,056.00	48,672.00
	3	24.53	981.20	4,251.87	51,022.40
	4	25.82	1,032.80	4,475.47	53,705.60
	5	27.24	1,089.60	4,721.60	56,659.20
	6	28.57	1,142.80	4,952.13	59,425.60
	7	29.99	1,199.60	5,198.27	62,379.20
25	1	23.40	936.00	4,056.00	48,672.00
	2	24.53	981.20	4,251.87	51,022.40
	3	25.82	1,032.80	4,475.47	53,705.60
	4	27.24	1,089.60	4,721.60	56,659.20
	5	28.57	1,142.80	4,952.13	59,425.60
	6	29.99	1,199.60	5,198.27	62,379.20
	7	31.41	1,256.40	5,444.40	65,332.80
26	1	24.53	981.20	4,251.87	51,022.40
	2	25.82	1,032.80	4,475.47	53,705.60

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/2/2022

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	3	27.24	1,089.60	4,721.60	56,659.20
	4	28.57	1,142.80	4,952.13	59,425.60
	5	29.99	1,199.60	5,198.27	62,379.20
	6	31.41	1,256.40	5,444.40	65,332.80
	7	32.74	1,309.60	5,674.93	68,099.20
27	1	25.82	1,032.80	4,475.47	53,705.60
	2	27.24	1,089.60	4,721.60	56,659.20
	3	28.57	1,142.80	4,952.13	59,425.60
	4	29.99	1,199.60	5,198.27	62,379.20
	5	31.41	1,256.40	5,444.40	65,332.80
	6	32.74	1,309.60	5,674.93	68,099.20
	7	34.15	1,366.00	5,919.33	71,032.00
28	1	27.24	1,089.60	4,721.60	56,659.20
	2	28.57	1,142.80	4,952.13	59,425.60
	3	29.99	1,199.60	5,198.27	62,379.20
	4	31.41	1,256.40	5,444.40	65,332.80
	5	32.74	1,309.60	5,674.93	68,099.20
	6	34.15	1,366.00	5,919.33	71,032.00
	7	35.83	1,433.20	6,210.53	74,526.40
29	1	28.57	1,142.80	4,952.13	59,425.60
	2	29.99	1,199.60	5,198.27	62,379.20
	3	31.41	1,256.40	5,444.40	65,332.80
	4	32.74	1,309.60	5,674.93	68,099.20
	5	34.15	1,366.00	5,919.33	71,032.00
	6	35.83	1,433.20	6,210.53	74,526.40
	7	37.38	1,495.20	6,479.20	77,750.40
30	1	29.99	1,199.60	5,198.27	62,379.20
	2	31.41	1,256.40	5,444.40	65,332.80
	3	32.74	1,309.60	5,674.93	68,099.20
	4	34.15	1,366.00	5,919.33	71,032.00
	5	35.83	1,433.20	6,210.53	74,526.40
	6	37.38	1,495.20	6,479.20	77,750.40
	7	39.18	1,567.20	6,791.20	81,494.40

SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 1/1/2023

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
01	6	10.45	418.00	1,811.33	21,736.00
	7	10.93	437.20	1,894.53	22,734.40
02	5	10.45	418.00	1,811.33	21,736.00
	6	10.93	437.20	1,894.53	22,734.40
	7	11.41	456.40	1,977.73	23,732.80
03	4	10.45	418.00	1,811.33	21,736.00
	5	10.93	437.20	1,894.53	22,734.40
	6	11.41	456.40	1,977.73	23,732.80
	7	11.84	473.60	2,052.27	24,627.20
04	3	10.45	418.00	1,811.33	21,736.00
	4	10.93	437.20	1,894.53	22,734.40
	5	11.41	456.40	1,977.73	23,732.80
	6	11.84	473.60	2,052.27	24,627.20
	7	12.55	502.00	2,175.33	26,104.00
05	2	10.45	418.00	1,811.33	21,736.00
	3	10.93	437.20	1,894.53	22,734.40
	4	11.41	456.40	1,977.73	23,732.80
	5	11.84	473.60	2,052.27	24,627.20
	6	12.55	502.00	2,175.33	26,104.00
	7	13.04	521.60	2,260.27	27,123.20
06	1	10.45	418.00	1,811.33	21,736.00
	2	10.93	437.20	1,894.53	22,734.40
	3	11.41	456.40	1,977.73	23,732.80
	4	11.84	473.60	2,052.27	24,627.20
	5	12.55	502.00	2,175.33	26,104.00
	6	13.04	521.60	2,260.27	27,123.20
	7	13.64	545.60	2,364.27	28,371.20
07	1	10.93	437.20	1,894.53	22,734.40
	2	11.41	456.40	1,977.73	23,732.80
	3	11.84	473.60	2,052.27	24,627.20
	4	12.55	502.00	2,175.33	26,104.00
	5	13.04	521.60	2,260.27	27,123.20
	6	13.64	545.60	2,364.27	28,371.20
	7	14.25	570.00	2,470.00	29,640.00
08	1	11.41	456.40	1,977.73	23,732.80
	2	11.84	473.60	2,052.27	24,627.20
	3	12.55	502.00	2,175.33	26,104.00
	4	13.04	521.60	2,260.27	27,123.20
	5	13.64	545.60	2,364.27	28,371.20
	6	14.25	570.00	2,470.00	29,640.00
	7	14.87	594.80	2,577.47	30,929.60
09	1	11.84	473.60	2,052.27	24,627.20
	2	12.55	502.00	2,175.33	26,104.00

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	3	13.04	521.60	2,260.27	27,123.20
	4	13.64	545.60	2,364.27	28,371.20
	5	14.25	570.00	2,470.00	29,640.00
	6	14.87	594.80	2,577.47	30,929.60
	7	15.52	620.80	2,690.13	32,281.60
10	1	12.55	502.00	2,175.33	26,104.00
	2	13.04	521.60	2,260.27	27,123.20
	3	13.64	545.60	2,364.27	28,371.20
	4	14.25	570.00	2,470.00	29,640.00
	5	14.87	594.80	2,577.47	30,929.60
	6	15.52	620.80	2,690.13	32,281.60
	7	16.30	652.00	2,825.33	33,904.00
11	1	13.04	521.60	2,260.27	27,123.20
	2	13.64	545.60	2,364.27	28,371.20
	3	14.25	570.00	2,470.00	29,640.00
	4	14.87	594.80	2,577.47	30,929.60
	5	15.52	620.80	2,690.13	32,281.60
	6	16.30	652.00	2,825.33	33,904.00
	7	16.94	677.60	2,936.27	35,235.20
12	1	13.64	545.60	2,364.27	28,371.20
	2	14.25	570.00	2,470.00	29,640.00
	3	14.87	594.80	2,577.47	30,929.60
	4	15.52	620.80	2,690.13	32,281.60
	5	16.30	652.00	2,825.33	33,904.00
	6	16.94	677.60	2,936.27	35,235.20
	7	17.76	710.40	3,078.40	36,940.80
13	1	14.25	570.00	2,470.00	29,640.00
	2	14.87	594.80	2,577.47	30,929.60
	3	15.52	620.80	2,690.13	32,281.60
	4	16.30	652.00	2,825.33	33,904.00
	5	16.94	677.60	2,936.27	35,235.20
	6	17.76	710.40	3,078.40	36,940.80
	7	18.66	746.40	3,234.40	38,812.80
14	1	14.87	594.80	2,577.47	30,929.60
	2	15.52	620.80	2,690.13	32,281.60
	3	16.30	652.00	2,825.33	33,904.00
	4	16.94	677.60	2,936.27	35,235.20
	5	17.76	710.40	3,078.40	36,940.80
	6	18.66	746.40	3,234.40	38,812.80
	7	19.51	780.40	3,381.73	40,580.80
15	1	15.52	620.80	2,690.13	32,281.60
	2	16.30	652.00	2,825.33	33,904.00
	3	16.94	677.60	2,936.27	35,235.20
	4	17.76	710.40	3,078.40	36,940.80
	5	18.66	746.40	3,234.40	38,812.80

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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	6	19.51	780.40	3,381.73	40,580.80
	7	20.38	815.20	3,532.53	42,390.40
16	1	16.30	652.00	2,825.33	33,904.00
	2	16.94	677.60	2,936.27	35,235.20
	3	17.76	710.40	3,078.40	36,940.80
	4	18.66	746.40	3,234.40	38,812.80
	5	19.51	780.40	3,381.73	40,580.80
	6	20.38	815.20	3,532.53	42,390.40
	7	21.16	846.40	3,667.73	44,012.80
17	1	16.94	677.60	2,936.27	35,235.20
	2	17.76	710.40	3,078.40	36,940.80
	3	18.66	746.40	3,234.40	38,812.80
	4	19.51	780.40	3,381.73	40,580.80
	5	20.38	815.20	3,532.53	42,390.40
	6	21.16	846.40	3,667.73	44,012.80
	7	22.26	890.40	3,858.40	46,300.80
18	1	17.76	710.40	3,078.40	36,940.80
	2	18.66	746.40	3,234.40	38,812.80
	3	19.51	780.40	3,381.73	40,580.80
	4	20.38	815.20	3,532.53	42,390.40
	5	21.16	846.40	3,667.73	44,012.80
	6	22.26	890.40	3,858.40	46,300.80
	7	23.25	930.00	4,030.00	48,360.00
19	1	18.66	746.40	3,234.40	38,812.80
	2	19.51	780.40	3,381.73	40,580.80
	3	20.38	815.20	3,532.53	42,390.40
	4	21.16	846.40	3,667.73	44,012.80
	5	22.26	890.40	3,858.40	46,300.80
	6	23.25	930.00	4,030.00	48,360.00
	7	24.34	973.60	4,218.93	50,627.20
20	1	19.51	780.40	3,381.73	40,580.80
	2	20.38	815.20	3,532.53	42,390.40
	3	21.16	846.40	3,667.73	44,012.80
	4	22.26	890.40	3,858.40	46,300.80
	5	23.25	930.00	4,030.00	48,360.00
	6	24.34	973.60	4,218.93	50,627.20
	7	25.51	1,020.40	4,421.73	53,060.80
21	1	20.38	815.20	3,532.53	42,390.40
	2	21.16	846.40	3,667.73	44,012.80
	3	22.26	890.40	3,858.40	46,300.80
	4	23.25	930.00	4,030.00	48,360.00
	5	24.34	973.60	4,218.93	50,627.20
	6	25.51	1,020.40	4,421.73	53,060.80
	7	26.85	1,074.00	4,654.00	55,848.00

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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
22	1	21.16	846.40	3,667.73	44,012.80
	2	22.26	890.40	3,858.40	46,300.80
	3	23.25	930.00	4,030.00	48,360.00
	4	24.34	973.60	4,218.93	50,627.20
	5	25.51	1,020.40	4,421.73	53,060.80
	6	26.85	1,074.00	4,654.00	55,848.00
	7	28.33	1,133.20	4,910.53	58,926.40
23	1	22.26	890.40	3,858.40	46,300.80
	2	23.25	930.00	4,030.00	48,360.00
	3	24.34	973.60	4,218.93	50,627.20
	4	25.51	1,020.40	4,421.73	53,060.80
	5	26.85	1,074.00	4,654.00	55,848.00
	6	28.33	1,133.20	4,910.53	58,926.40
	7	29.71	1,188.40	5,149.73	61,796.80
24	1	23.25	930.00	4,030.00	48,360.00
	2	24.34	973.60	4,218.93	50,627.20
	3	25.51	1,020.40	4,421.73	53,060.80
	4	26.85	1,074.00	4,654.00	55,848.00
	5	28.33	1,133.20	4,910.53	58,926.40
	6	29.71	1,188.40	5,149.73	61,796.80
	7	31.19	1,247.60	5,406.27	64,875.20
25	1	24.34	973.60	4,218.93	50,627.20
	2	25.51	1,020.40	4,421.73	53,060.80
	3	26.85	1,074.00	4,654.00	55,848.00
	4	28.33	1,133.20	4,910.53	58,926.40
	5	29.71	1,188.40	5,149.73	61,796.80
	6	31.19	1,247.60	5,406.27	64,875.20
	7	32.67	1,306.80	5,662.80	67,953.60
26	1	25.51	1,020.40	4,421.73	53,060.80
	2	26.85	1,074.00	4,654.00	55,848.00
	3	28.33	1,133.20	4,910.53	58,926.40
	4	29.71	1,188.40	5,149.73	61,796.80
	5	31.19	1,247.60	5,406.27	64,875.20
	6	32.67	1,306.80	5,662.80	67,953.60
	7	34.05	1,362.00	5,902.00	70,824.00
27	1	26.85	1,074.00	4,654.00	55,848.00
	2	28.33	1,133.20	4,910.53	58,926.40
	3	29.71	1,188.40	5,149.73	61,796.80
	4	31.19	1,247.60	5,406.27	64,875.20
	5	32.67	1,306.80	5,662.80	67,953.60
	6	34.05	1,362.00	5,902.00	70,824.00
	7	35.52	1,420.80	6,156.80	73,881.60
28	1	28.33	1,133.20	4,910.53	58,926.40
	2	29.71	1,188.40	5,149.73	61,796.80
	3	31.19	1,247.60	5,406.27	64,875.20

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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	4	32.67	1,306.80	5,662.80	67,953.60
	5	34.05	1,362.00	5,902.00	70,824.00
	6	35.52	1,420.80	6,156.80	73,881.60
	7	37.26	1,490.40	6,458.40	77,500.80
29	1	29.71	1,188.40	5,149.73	61,796.80
	2	31.19	1,247.60	5,406.27	64,875.20
	3	32.67	1,306.80	5,662.80	67,953.60
	4	34.05	1,362.00	5,902.00	70,824.00
	5	35.52	1,420.80	6,156.80	73,881.60
	6	37.26	1,490.40	6,458.40	77,500.80
	7	38.88	1,555.20	6,739.20	80,870.40
30	1	31.19	1,247.60	5,406.27	64,875.20
	2	32.67	1,306.80	5,662.80	67,953.60
	3	34.05	1,362.00	5,902.00	70,824.00
	4	35.52	1,420.80	6,156.80	73,881.60
	5	37.26	1,490.40	6,458.40	77,500.80
	6	38.88	1,555.20	6,739.20	80,870.40
	7	40.75	1,630.00	7,063.33	84,760.00

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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
01	6	10.76	430.40	1,865.07	22,380.80
	7	11.26	450.40	1,951.73	23,420.80
02	5	10.76	430.40	1,865.07	22,380.80
	6	11.26	450.40	1,951.73	23,420.80
	7	11.75	470.00	2,036.67	24,440.00
03	4	10.76	430.40	1,865.07	22,380.80
	5	11.26	450.40	1,951.73	23,420.80
	6	11.75	470.00	2,036.67	24,440.00
	7	12.20	488.00	2,114.67	25,376.00
04	3	10.76	430.40	1,865.07	22,380.80
	4	11.26	450.40	1,951.73	23,420.80
	5	11.75	470.00	2,036.67	24,440.00
	6	12.20	488.00	2,114.67	25,376.00
	7	12.93	517.20	2,241.20	26,894.40
05	2	10.76	430.40	1,865.07	22,380.80
	3	11.26	450.40	1,951.73	23,420.80
	4	11.75	470.00	2,036.67	24,440.00
	5	12.20	488.00	2,114.67	25,376.00
	6	12.93	517.20	2,241.20	26,894.40
	7	13.43	537.20	2,327.87	27,934.40
06	1	10.76	430.40	1,865.07	22,380.80
	2	11.26	450.40	1,951.73	23,420.80
	3	11.75	470.00	2,036.67	24,440.00
	4	12.20	488.00	2,114.67	25,376.00
	5	12.93	517.20	2,241.20	26,894.40
	6	13.43	537.20	2,327.87	27,934.40
	7	14.05	562.00	2,435.33	29,224.00
07	1	11.26	450.40	1,951.73	23,420.80
	2	11.75	470.00	2,036.67	24,440.00
	3	12.20	488.00	2,114.67	25,376.00
	4	12.93	517.20	2,241.20	26,894.40
	5	13.43	537.20	2,327.87	27,934.40
	6	14.05	562.00	2,435.33	29,224.00
	7	14.68	587.20	2,544.53	30,534.40
08	1	11.75	470.00	2,036.67	24,440.00
	2	12.20	488.00	2,114.67	25,376.00
	3	12.93	517.20	2,241.20	26,894.40
	4	13.43	537.20	2,327.87	27,934.40
	5	14.05	562.00	2,435.33	29,224.00
	6	14.68	587.20	2,544.53	30,534.40
	7	15.32	612.80	2,655.47	31,865.60
09	1	12.20	488.00	2,114.67	25,376.00
	2	12.93	517.20	2,241.20	26,894.40

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GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	3	13.43	537.20	2,327.87	27,934.40
	4	14.05	562.00	2,435.33	29,224.00
	5	14.68	587.20	2,544.53	30,534.40
	6	15.32	612.80	2,655.47	31,865.60
	7	15.99	639.60	2,771.60	33,259.20
10	1	12.93	517.20	2,241.20	26,894.40
	2	13.43	537.20	2,327.87	27,934.40
	3	14.05	562.00	2,435.33	29,224.00
	4	14.68	587.20	2,544.53	30,534.40
	5	15.32	612.80	2,655.47	31,865.60
	6	15.99	639.60	2,771.60	33,259.20
	7	16.79	671.60	2,910.27	34,923.20
11	1	13.43	537.20	2,327.87	27,934.40
	2	14.05	562.00	2,435.33	29,224.00
	3	14.68	587.20	2,544.53	30,534.40
	4	15.32	612.80	2,655.47	31,865.60
	5	15.99	639.60	2,771.60	33,259.20
	6	16.79	671.60	2,910.27	34,923.20
	7	17.45	698.00	3,024.67	36,296.00
12	1	14.05	562.00	2,435.33	29,224.00
	2	14.68	587.20	2,544.53	30,534.40
	3	15.32	612.80	2,655.47	31,865.60
	4	15.99	639.60	2,771.60	33,259.20
	5	16.79	671.60	2,910.27	34,923.20
	6	17.45	698.00	3,024.67	36,296.00
	7	18.29	731.60	3,170.27	38,043.20
13	1	14.68	587.20	2,544.53	30,534.40
	2	15.32	612.80	2,655.47	31,865.60
	3	15.99	639.60	2,771.60	33,259.20
	4	16.79	671.60	2,910.27	34,923.20
	5	17.45	698.00	3,024.67	36,296.00
	6	18.29	731.60	3,170.27	38,043.20
	7	19.22	768.80	3,331.47	39,977.60
14	1	15.32	612.80	2,655.47	31,865.60
	2	15.99	639.60	2,771.60	33,259.20
	3	16.79	671.60	2,910.27	34,923.20
	4	17.45	698.00	3,024.67	36,296.00
	5	18.29	731.60	3,170.27	38,043.20
	6	19.22	768.80	3,331.47	39,977.60
	7	20.10	804.00	3,484.00	41,808.00
15	1	15.99	639.60	2,771.60	33,259.20
	2	16.79	671.60	2,910.27	34,923.20
	3	17.45	698.00	3,024.67	36,296.00
	4	18.29	731.60	3,170.27	38,043.20
	5	19.22	768.80	3,331.47	39,977.60

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	6	20.10	804.00	3,484.00	41,808.00
	7	20.99	839.60	3,638.27	43,659.20
16	1	16.79	671.60	2,910.27	34,923.20
	2	17.45	698.00	3,024.67	36,296.00
	3	18.29	731.60	3,170.27	38,043.20
	4	19.22	768.80	3,331.47	39,977.60
	5	20.10	804.00	3,484.00	41,808.00
	6	20.99	839.60	3,638.27	43,659.20
	7	21.79	871.60	3,776.93	45,323.20
17	1	17.45	698.00	3,024.67	36,296.00
	2	18.29	731.60	3,170.27	38,043.20
	3	19.22	768.80	3,331.47	39,977.60
	4	20.10	804.00	3,484.00	41,808.00
	5	20.99	839.60	3,638.27	43,659.20
	6	21.79	871.60	3,776.93	45,323.20
	7	22.93	917.20	3,974.53	47,694.40
18	1	18.29	731.60	3,170.27	38,043.20
	2	19.22	768.80	3,331.47	39,977.60
	3	20.10	804.00	3,484.00	41,808.00
	4	20.99	839.60	3,638.27	43,659.20
	5	21.79	871.60	3,776.93	45,323.20
	6	22.93	917.20	3,974.53	47,694.40
	7	23.95	958.00	4,151.33	49,816.00
19	1	19.22	768.80	3,331.47	39,977.60
	2	20.10	804.00	3,484.00	41,808.00
	3	20.99	839.60	3,638.27	43,659.20
	4	21.79	871.60	3,776.93	45,323.20
	5	22.93	917.20	3,974.53	47,694.40
	6	23.95	958.00	4,151.33	49,816.00
	7	25.07	1,002.80	4,345.47	52,145.60
20	1	20.10	804.00	3,484.00	41,808.00
	2	20.99	839.60	3,638.27	43,659.20
	3	21.79	871.60	3,776.93	45,323.20
	4	22.93	917.20	3,974.53	47,694.40
	5	23.95	958.00	4,151.33	49,816.00
	6	25.07	1,002.80	4,345.47	52,145.60
	7	26.28	1,051.20	4,555.20	54,662.40
21	1	20.99	839.60	3,638.27	43,659.20
	2	21.79	871.60	3,776.93	45,323.20
	3	22.93	917.20	3,974.53	47,694.40
	4	23.95	958.00	4,151.33	49,816.00
	5	25.07	1,002.80	4,345.47	52,145.60
	6	26.28	1,051.20	4,555.20	54,662.40
	7	27.66	1,106.40	4,794.40	57,532.80

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EFFECTIVE DATE: 12/31/2023

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
22	1	21.79	871.60	3,776.93	45,323.20
	2	22.93	917.20	3,974.53	47,694.40
	3	23.95	958.00	4,151.33	49,816.00
	4	25.07	1,002.80	4,345.47	52,145.60
	5	26.28	1,051.20	4,555.20	54,662.40
	6	27.66	1,106.40	4,794.40	57,532.80
	7	29.18	1,167.20	5,057.87	60,694.40
23	1	22.93	917.20	3,974.53	47,694.40
	2	23.95	958.00	4,151.33	49,816.00
	3	25.07	1,002.80	4,345.47	52,145.60
	4	26.28	1,051.20	4,555.20	54,662.40
	5	27.66	1,106.40	4,794.40	57,532.80
	6	29.18	1,167.20	5,057.87	60,694.40
	7	30.60	1,224.00	5,304.00	63,648.00
24	1	23.95	958.00	4,151.33	49,816.00
	2	25.07	1,002.80	4,345.47	52,145.60
	3	26.28	1,051.20	4,555.20	54,662.40
	4	27.66	1,106.40	4,794.40	57,532.80
	5	29.18	1,167.20	5,057.87	60,694.40
	6	30.60	1,224.00	5,304.00	63,648.00
	7	32.13	1,285.20	5,569.20	66,830.40
25	1	25.07	1,002.80	4,345.47	52,145.60
	2	26.28	1,051.20	4,555.20	54,662.40
	3	27.66	1,106.40	4,794.40	57,532.80
	4	29.18	1,167.20	5,057.87	60,694.40
	5	30.60	1,224.00	5,304.00	63,648.00
	6	32.13	1,285.20	5,569.20	66,830.40
	7	33.65	1,346.00	5,832.67	69,992.00
26	1	26.28	1,051.20	4,555.20	54,662.40
	2	27.66	1,106.40	4,794.40	57,532.80
	3	29.18	1,167.20	5,057.87	60,694.40
	4	30.60	1,224.00	5,304.00	63,648.00
	5	32.13	1,285.20	5,569.20	66,830.40
	6	33.65	1,346.00	5,832.67	69,992.00
	7	35.07	1,402.80	6,078.80	72,945.60
27	1	27.66	1,106.40	4,794.40	57,532.80
	2	29.18	1,167.20	5,057.87	60,694.40
	3	30.60	1,224.00	5,304.00	63,648.00
	4	32.13	1,285.20	5,569.20	66,830.40
	5	33.65	1,346.00	5,832.67	69,992.00
	6	35.07	1,402.80	6,078.80	72,945.60
	7	36.59	1,463.60	6,342.27	76,107.20
28	1	29.18	1,167.20	5,057.87	60,694.40
	2	30.60	1,224.00	5,304.00	63,648.00
	3	32.13	1,285.20	5,569.20	66,830.40

**SALARY PLAN - CSP
CIVIL SERVICE PERSONNEL ASSOCIATION**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO. 226-2022
EFFECTIVE DATE: 12/31/2023

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
	4	33.65	1,346.00	5,832.67	69,992.00
	5	35.07	1,402.80	6,078.80	72,945.60
	6	36.59	1,463.60	6,342.27	76,107.20
	7	38.38	1,535.20	6,652.53	79,830.40
29	1	30.60	1,224.00	5,304.00	63,648.00
	2	32.13	1,285.20	5,569.20	66,830.40
	3	33.65	1,346.00	5,832.67	69,992.00
	4	35.07	1,402.80	6,078.80	72,945.60
	5	36.59	1,463.60	6,342.27	76,107.20
	6	38.38	1,535.20	6,652.53	79,830.40
	7	40.05	1,602.00	6,942.00	83,304.00
30	1	32.13	1,285.20	5,569.20	66,830.40
	2	33.65	1,346.00	5,832.67	69,992.00
	3	35.07	1,402.80	6,078.80	72,945.60
	4	36.59	1,463.60	6,342.27	76,107.20
	5	38.38	1,535.20	6,652.53	79,830.40
	6	40.05	1,602.00	6,942.00	83,304.00
	7	41.97	1,678.80	7,274.80	87,297.60

JEH:jb 1-30-78
Requested by Finance Department

9

FINANCE

Offered by City of Akron

ORDINANCE NO. 101-1978 establishing a fund to be known as "Risk Management Fund" and designated as Fund No. 171 in the Standard Classification of Funds and Accounts; and declaring an emergency.

WHEREAS, this Council has determined that a fund should be established in order to properly account for financial transactions concerning risk management.

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

Section 1. That the Director of Finance is hereby authorized to establish a fund to be known as "Risk Management Fund" and designated as Fund No. 171 in the Standard Classification of Funds and Accounts, such fund to be used to properly account for financial transactions relating to risk management; the creation of said fund to be accomplished upon approval of the Bureau of Inspection and Supervision of Public Offices as required by Section 5705.12 of the Revised Code of Ohio.

Section 2. That the Director of Finance is hereby authorized to request approval for the creation of said fund from the Bureau of Inspection and Supervision of Public Offices.

Section 3. That this ordinance is hereby declared to be an emergency measure for the reason that said fund should be established at the earliest possible moment in order to provide ample time for the necessary accounting formalities and procedures prior to the outset of transactions, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed January 30, 1978

Edward Rivi
Clerk of Council

Ray Kapper
President of Council

Approved January 31, 1978

John A. Ballaluf, Mayor

2/6/78
Fin. Sec.

2/1/78
111 Sec

Budget and Finance

CBC/PCA/TLK/krr

2/27/12

RECEIVED
CITY OF AKRON
COUNCIL CLERK
FEB 27 2012

OB
R
SUP

Offered by **MONEYPENNY** **SOMMERVILLE**

2012 FEB 27 PM 6:21

ORDINANCE NO. 65 -2012 establishing compensation in Local #1360 of the American Federation of State, County and Municipal Employees bargaining unit, non-bargaining, management and unclassified job classes; and amending the Code of Ordinances, Chapter 35 "Employment Policies"; and declaring an emergency.

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

Section 1. That effective April 1, 2012, the salary plan for the job classes included in Local #1360 of the American Federation of State, County and Municipal Employees bargaining unit and other job classes allocated to salary – Local 1360 is hereby established as follows:

SALARY PLAN - 136 AFSCME - LOCAL #1360

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
01	2	7.86	314.40	1,362.40	16,348.80
	3	8.18	327.20	1,417.87	17,014.40
	4	8.48	339.20	1,469.87	17,638.40
	5	8.73	349.20	1,513.20	18,158.40
	6	9.08	363.20	1,573.87	18,886.40
	7	9.40	376.00	1,629.33	19,552.00
	02	1	7.86	314.40	1,362.40
2		8.18	327.20	1,417.87	17,014.40
3		8.48	339.20	1,469.87	17,638.40
4		8.73	349.20	1,513.20	18,158.40
5		9.08	363.20	1,573.87	18,886.40
6		9.40	376.00	1,629.33	19,552.00
7		9.72	388.80	1,684.80	20,217.60
03	1	8.18	327.20	1,417.87	17,014.40
	2	8.48	339.20	1,469.87	17,638.40
	3	8.73	349.20	1,513.20	18,158.40
	4	9.08	363.20	1,573.87	18,886.40
	5	9.40	376.00	1,629.33	19,552.00
	6	9.72	388.80	1,684.80	20,217.60
	7	9.96	398.40	1,726.40	20,716.80
04	1	8.48	339.20	1,469.87	17,638.40
	2	8.73	349.20	1,513.20	18,158.40
	3	9.08	363.20	1,573.87	18,886.40
	4	9.40	376.00	1,629.33	19,552.00
	5	9.72	388.80	1,684.80	20,217.60

	6	9.96	398.40	1,726.40	20,716.80
	7	10.46	418.40	1,813.07	21,756.80
05	1	8.73	349.20	1,513.20	18,158.40
	2	9.08	363.20	1,573.87	18,886.40
	3	9.40	376.00	1,629.33	19,552.00
	4	9.72	388.80	1,684.80	20,217.60
	5	9.96	398.40	1,726.40	20,716.80
	6	10.46	418.40	1,813.07	21,756.80
	7	10.85	434.00	1,880.67	22,568.00
06	1	9.08	363.20	1,573.87	18,886.40
	2	9.40	376.00	1,629.33	19,552.00
	3	9.72	388.80	1,684.80	20,217.60
	4	9.96	398.40	1,726.40	20,716.80
	5	10.46	418.40	1,813.07	21,756.80
	6	10.85	434.00	1,880.67	22,568.00
	7	11.24	449.60	1,948.27	23,379.20
07	1	9.40	376.00	1,629.33	19,552.00
	2	9.72	388.80	1,684.80	20,217.60
	3	9.96	398.40	1,726.40	20,716.80
	4	10.46	418.40	1,813.07	21,756.80
	5	10.85	434.00	1,880.67	22,568.00
	6	11.24	449.60	1,948.27	23,379.20
	7	11.53	461.20	1,998.53	23,982.40
08	1	9.72	388.80	1,684.80	20,217.60
	2	9.96	398.40	1,726.40	20,716.80
	3	10.46	418.40	1,813.07	21,756.80
	4	10.85	434.00	1,880.67	22,568.00
	5	11.24	449.60	1,948.27	23,379.20
	6	11.53	461.20	1,998.53	23,982.40
	7	12.03	481.20	2,085.20	25,022.40
09	1	9.96	398.40	1,726.40	20,716.80
	2	10.46	418.40	1,813.07	21,756.80
	3	10.85	434.00	1,880.67	22,568.00
	4	11.24	449.60	1,948.27	23,379.20
	5	11.53	461.20	1,998.53	23,982.40
	6	12.03	481.20	2,085.20	25,022.40
	7	12.49	499.60	2,164.93	25,979.20
10	1	10.46	418.40	1,813.07	21,756.80
	2	10.85	434.00	1,880.67	22,568.00
	3	11.24	449.60	1,948.27	23,379.20
	4	11.53	461.20	1,998.53	23,982.40
	5	12.03	481.20	2,085.20	25,022.40

	6	12.49	499.60	2,164.93	25,979.20
	7	12.97	518.80	2,248.13	26,977.60
11	1	10.85	434.00	1,880.67	22,568.00
	2	11.24	449.60	1,948.27	23,379.20
	3	11.53	461.20	1,998.53	23,982.40
	4	12.03	481.20	2,085.20	25,022.40
	5	12.49	499.60	2,164.93	25,979.20
	6	12.97	518.80	2,248.13	26,977.60
	7	13.38	535.20	2,319.20	27,830.40
12	1	11.24	449.60	1,948.27	23,379.20
	2	11.53	461.20	1,998.53	23,982.40
	3	12.03	481.20	2,085.20	25,022.40
	4	12.49	499.60	2,164.93	25,979.20
	5	12.97	518.80	2,248.13	26,977.60
	6	13.38	535.20	2,319.20	27,830.40
	7	14.00	560.00	2,426.67	29,120.00
13	1	11.53	461.20	1,998.53	23,982.40
	2	12.03	481.20	2,085.20	25,022.40
	3	12.49	499.60	2,164.93	25,979.20
	4	12.97	518.80	2,248.13	26,977.60
	5	13.38	535.20	2,319.20	27,830.40
	6	14.00	560.00	2,426.67	29,120.00
	7	14.59	583.60	2,528.93	30,347.20
14	1	12.03	481.20	2,085.20	25,022.40
	2	12.49	499.60	2,164.93	25,979.20
	3	12.97	518.80	2,248.13	26,977.60
	4	13.38	535.20	2,319.20	27,830.40
	5	14.00	560.00	2,426.67	29,120.00
	6	14.59	583.60	2,528.93	30,347.20
	7	15.12	604.80	2,620.80	31,449.60
15	1	12.49	499.60	2,164.93	25,979.20
	2	12.97	518.80	2,248.13	26,977.60
	3	13.38	535.20	2,319.20	27,830.40
	4	14.00	560.00	2,426.67	29,120.00
	5	14.59	583.60	2,528.93	30,347.20
	6	15.12	604.80	2,620.80	31,449.60
	7	15.69	627.60	2,719.60	32,635.20
16	1	12.97	518.80	2,248.13	26,977.60
	2	13.38	535.20	2,319.20	27,830.40
	3	14.00	560.00	2,426.67	29,120.00
	4	14.59	583.60	2,528.93	30,347.20
	5	15.12	604.80	2,620.80	31,449.60

	6	15.69	627.60	2,719.60	32,635.20
	7	16.25	650.00	2,816.67	33,800.00
17	1	13.38	535.20	2,319.20	27,830.40
	2	14.00	560.00	2,426.67	29,120.00
	3	14.59	583.60	2,528.93	30,347.20
	4	15.12	604.80	2,620.80	31,449.60
	5	15.69	627.60	2,719.60	32,635.20
	6	16.25	650.00	2,816.67	33,800.00
	7	17.00	680.00	2,946.67	35,360.00
18	1	14.00	560.00	2,426.67	29,120.00
	2	14.59	583.60	2,528.93	30,347.20
	3	15.12	604.80	2,620.80	31,449.60
	4	15.69	627.60	2,719.60	32,635.20
	5	16.25	650.00	2,816.67	33,800.00
	6	17.00	680.00	2,946.67	35,360.00
	7	17.67	706.80	3,062.80	36,753.60
19	1	14.59	583.60	2,528.93	30,347.20
	2	15.12	604.80	2,620.80	31,449.60
	3	15.69	627.60	2,719.60	32,635.20
	4	16.25	650.00	2,816.67	33,800.00
	5	17.00	680.00	2,946.67	35,360.00
	6	17.67	706.80	3,062.80	36,753.60
	7	18.37	734.80	3,184.13	38,209.60
20	1	15.12	604.80	2,620.80	31,449.60
	2	15.69	627.60	2,719.60	32,635.20
	3	16.25	650.00	2,816.67	33,800.00
	4	17.00	680.00	2,946.67	35,360.00
	5	17.67	706.80	3,062.80	36,753.60
	6	18.37	734.80	3,184.13	38,209.60
	7	19.26	770.40	3,338.40	40,060.80
21	1	15.69	627.60	2,719.60	32,635.20
	2	16.25	650.00	2,816.67	33,800.00
	3	17.00	680.00	2,946.67	35,360.00
	4	17.67	706.80	3,062.80	36,753.60
	5	18.37	734.80	3,184.13	38,209.60
	6	19.26	770.40	3,338.40	40,060.80
	7	20.10	804.00	3,484.00	41,808.00
22	1	16.25	650.00	2,816.67	33,800.00
	2	17.00	680.00	2,946.67	35,360.00
	3	17.67	706.80	3,062.80	36,753.60
	4	18.37	734.80	3,184.13	38,209.60
	5	19.26	770.40	3,338.40	40,060.80

	6	20.10	804.00	3,484.00	41,808.00
	7	21.13	845.20	3,662.53	43,950.40
23	1	17.00	680.00	2,946.67	35,360.00
	2	17.67	706.80	3,062.80	36,753.60
	3	18.37	734.80	3,184.13	38,209.60
	4	19.26	770.40	3,338.40	40,060.80
	5	20.10	804.00	3,484.00	41,808.00
	6	21.13	845.20	3,662.53	43,950.40
	7	22.02	880.80	3,816.80	45,801.60
24	1	17.67	706.80	3,062.80	36,753.60
	2	18.37	734.80	3,184.13	38,209.60
	3	19.26	770.40	3,338.40	40,060.80
	4	20.10	804.00	3,484.00	41,808.00
	5	21.13	845.20	3,662.53	43,950.40
	6	22.02	880.80	3,816.80	45,801.60
	7	23.06	922.40	3,997.07	47,964.80
25	1	18.37	734.80	3,184.13	38,209.60
	2	19.26	770.40	3,338.40	40,060.80
	3	20.10	804.00	3,484.00	41,808.00
	4	21.13	845.20	3,662.53	43,950.40
	5	22.02	880.80	3,816.80	45,801.60
	6	23.06	922.40	3,997.07	47,964.80
	7	23.95	958.00	4,151.33	49,816.00

Section 2. That effective April 1, 2012, the salary plan for all employees in the classified, non-uniformed non-bargaining job classes and other job classes allocated to Salary Plan-NBR, except for those classified employees in management jobs as defined and adopted by the Civil Service Commission, is hereby established as follows:

NON-BARGAINING

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
01	6	7.95	318.00	1,378.00	16,536.00
	7	8.32	332.80	1,442.13	17,305.60
02	5	7.95	318.00	1,378.00	16,536.00
	6	8.32	332.80	1,442.13	17,305.60
	7	8.68	347.20	1,504.53	18,054.40

03	4	7.95	318.00	1,378.00	16,536.00
	5	8.32	332.80	1,442.13	17,305.60
	6	8.68	347.20	1,504.53	18,054.40
	7	9.01	360.40	1,561.73	18,740.80
04	3	7.95	318.00	1,378.00	16,536.00
	4	8.32	332.80	1,442.13	17,305.60
	5	8.68	347.20	1,504.53	18,054.40
	6	9.01	360.40	1,561.73	18,740.80
	7	9.54	381.60	1,653.60	19,843.20
05	2	7.95	318.00	1,378.00	16,536.00
	3	8.32	332.80	1,442.13	17,305.60
	4	8.68	347.20	1,504.53	18,054.40
	5	9.01	360.40	1,561.73	18,740.80
	6	9.54	381.60	1,653.60	19,843.20
	7	9.93	397.20	1,721.20	20,654.40
	06	1	7.95	318.00	1,378.00
2		8.32	332.80	1,442.13	17,305.60
3		8.68	347.20	1,504.53	18,054.40
4		9.01	360.40	1,561.73	18,740.80
5		9.54	381.60	1,653.60	19,843.20
6		9.93	397.20	1,721.20	20,654.40
7		10.37	414.80	1,797.47	21,569.60
07	1	8.32	332.80	1,442.13	17,305.60
	2	8.68	347.20	1,504.53	18,054.40
	3	9.01	360.40	1,561.73	18,740.80
	4	9.54	381.60	1,653.60	19,843.20
	5	9.93	397.20	1,721.20	20,654.40
	6	10.37	414.80	1,797.47	21,569.60
	7	10.84	433.60	1,878.93	22,547.20
08	1	8.68	347.20	1,504.53	18,054.40
	2	9.01	360.40	1,561.73	18,740.80
	3	9.54	381.60	1,653.60	19,843.20
	4	9.93	397.20	1,721.20	20,654.40
	5	10.37	414.80	1,797.47	21,569.60
	6	10.84	433.60	1,878.93	22,547.20
	7	11.31	452.40	1,960.40	23,524.80

09	1	9.01	360.40	1,561.73	18,740.80
	2	9.54	381.60	1,653.60	19,843.20
	3	9.93	397.20	1,721.20	20,654.40
	4	10.37	414.80	1,797.47	21,569.60
	5	10.84	433.60	1,878.93	22,547.20
	6	11.31	452.40	1,960.40	23,524.80
	7	11.80	472.00	2,045.33	24,544.00
10	1	9.54	381.60	1,653.60	19,843.20
	2	9.93	397.20	1,721.20	20,654.40
	3	10.37	414.80	1,797.47	21,569.60
	4	10.84	433.60	1,878.93	22,547.20
	5	11.31	452.40	1,960.40	23,524.80
	6	11.80	472.00	2,045.33	24,544.00
	7	12.39	495.60	2,147.60	25,771.20
11	1	9.93	397.20	1,721.20	20,654.40
	2	10.37	414.80	1,797.47	21,569.60
	3	10.84	433.60	1,878.93	22,547.20
	4	11.31	452.40	1,960.40	23,524.80
	5	11.80	472.00	2,045.33	24,544.00
	6	12.39	495.60	2,147.60	25,771.20
	7	12.88	515.20	2,232.53	26,790.40
12	1	10.37	414.80	1,797.47	21,569.60
	2	10.84	433.60	1,878.93	22,547.20
	3	11.31	452.40	1,960.40	23,524.80
	4	11.80	472.00	2,045.33	24,544.00
	5	12.39	495.60	2,147.60	25,771.20
	6	12.88	515.20	2,232.53	26,790.40
	7	13.51	540.40	2,341.73	28,100.80
13	1	10.84	433.60	1,878.93	22,547.20
	2	11.31	452.40	1,960.40	23,524.80
	3	11.80	472.00	2,045.33	24,544.00
	4	12.39	495.60	2,147.60	25,771.20
	5	12.88	515.20	2,232.53	26,790.40
	6	13.51	540.40	2,341.73	28,100.80
	7	14.20	568.00	2,461.33	29,536.00
14	1	11.31	452.40	1,960.40	23,524.80
	2	11.80	472.00	2,045.33	24,544.00
	3	12.39	495.60	2,147.60	25,771.20
	4	12.88	515.20	2,232.53	26,790.40
	5	13.51	540.40	2,341.73	28,100.80

	6	14.20	568.00	2,461.33	29,536.00
	7	14.84	593.60	2,572.27	30,867.20
15	1	11.80	472.00	2,045.33	24,544.00
	2	12.39	495.60	2,147.60	25,771.20
	3	12.88	515.20	2,232.53	26,790.40
	4	13.51	540.40	2,341.73	28,100.80
	5	14.20	568.00	2,461.33	29,536.00
	6	14.84	593.60	2,572.27	30,867.20
	7	15.50	620.00	2,686.67	32,240.00
16	1	12.39	495.60	2,147.60	25,771.20
	2	12.88	515.20	2,232.53	26,790.40
	3	13.51	540.40	2,341.73	28,100.80
	4	14.20	568.00	2,461.33	29,536.00
	5	14.84	593.60	2,572.27	30,867.20
	6	15.50	620.00	2,686.67	32,240.00
	7	16.11	644.40	2,792.40	33,508.80
17	1	12.88	515.20	2,232.53	26,790.40
	2	13.51	540.40	2,341.73	28,100.80
	3	14.20	568.00	2,461.33	29,536.00
	4	14.84	593.60	2,572.27	30,867.20
	5	15.50	620.00	2,686.67	32,240.00
	6	16.11	644.40	2,792.40	33,508.80
	7	16.94	677.60	2,936.27	35,235.20
18	1	13.51	540.40	2,341.73	28,100.80
	2	14.20	568.00	2,461.33	29,536.00
	3	14.84	593.60	2,572.27	30,867.20
	4	15.50	620.00	2,686.67	32,240.00
	5	16.11	644.40	2,792.40	33,508.80
	6	16.94	677.60	2,936.27	35,235.20
	7	17.69	707.60	3,066.27	36,795.20
19	1	14.20	568.00	2,461.33	29,536.00
	2	14.84	593.60	2,572.27	30,867.20
	3	15.50	620.00	2,686.67	32,240.00
	4	16.11	644.40	2,792.40	33,508.80
	5	16.94	677.60	2,936.27	35,235.20
	6	17.69	707.60	3,066.27	36,795.20
	7	18.50	740.00	3,206.67	38,480.00
20	1	14.84	593.60	2,572.27	30,867.20
	2	15.50	620.00	2,686.67	32,240.00

	3	16.11	644.40	2,792.40	33,508.80
	4	16.94	677.60	2,936.27	35,235.20
	5	17.69	707.60	3,066.27	36,795.20
	6	18.50	740.00	3,206.67	38,480.00
	7	19.40	776.00	3,362.67	40,352.00
21	1	15.50	620.00	2,686.67	32,240.00
	2	16.11	644.40	2,792.40	33,508.80
	3	16.94	677.60	2,936.27	35,235.20
	4	17.69	707.60	3,066.27	36,795.20
	5	18.50	740.00	3,206.67	38,480.00
	6	19.40	776.00	3,362.67	40,352.00
	7	20.42	816.80	3,539.47	42,473.60
22	1	16.11	644.40	2,792.40	33,508.80
	2	16.94	677.60	2,936.27	35,235.20
	3	17.69	707.60	3,066.27	36,795.20
	4	18.50	740.00	3,206.67	38,480.00
	5	19.40	776.00	3,362.67	40,352.00
	6	20.42	816.80	3,539.47	42,473.60
	7	21.55	862.00	3,735.33	44,824.00
23	1	16.94	677.60	2,936.27	35,235.20
	2	17.69	707.60	3,066.27	36,795.20
	3	18.50	740.00	3,206.67	38,480.00
	4	19.40	776.00	3,362.67	40,352.00
	5	20.42	816.80	3,539.47	42,473.60
	6	21.55	862.00	3,735.33	44,824.00
	7	22.60	904.00	3,917.33	47,008.00
24	1	17.69	707.60	3,066.27	36,795.20
	2	18.50	740.00	3,206.67	38,480.00
	3	19.40	776.00	3,362.67	40,352.00
	4	20.42	816.80	3,539.47	42,473.60
	5	21.55	862.00	3,735.33	44,824.00
	6	22.60	904.00	3,917.33	47,008.00
	7	23.74	949.60	4,114.93	49,379.20
25	1	18.50	740.00	3,206.67	38,480.00
	2	19.40	776.00	3,362.67	40,352.00
	3	20.42	816.80	3,539.47	42,473.60
	4	21.55	862.00	3,735.33	44,824.00
	5	22.60	904.00	3,917.33	47,008.00
	6	23.74	949.60	4,114.93	49,379.20
	7	24.84	993.60	4,305.60	51,667.20

26	1	19.40	776.00	3,362.67	40,352.00
	2	20.42	816.80	3,539.47	42,473.60
	3	21.55	862.00	3,735.33	44,824.00
	4	22.60	904.00	3,917.33	47,008.00
	5	23.74	949.60	4,114.93	49,379.20
	6	24.84	993.60	4,305.60	51,667.20
	7	25.90	1,036.00	4,489.33	53,872.00
27	1	20.42	816.80	3,539.47	42,473.60
	2	21.55	862.00	3,735.33	44,824.00
	3	22.60	904.00	3,917.33	47,008.00
	4	23.74	949.60	4,114.93	49,379.20
	5	24.84	993.60	4,305.60	51,667.20
	6	25.90	1,036.00	4,489.33	53,872.00
	7	27.02	1,080.80	4,683.47	56,201.60
28	1	21.55	862.00	3,735.33	44,824.00
	2	22.60	904.00	3,917.33	47,008.00
	3	23.74	949.60	4,114.93	49,379.20
	4	24.84	993.60	4,305.60	51,667.20
	5	25.90	1,036.00	4,489.33	53,872.00
	6	27.02	1,080.80	4,683.47	56,201.60
	7	28.34	1,133.60	4,912.27	58,947.20
29	1	22.60	904.00	3,917.33	47,008.00
	2	23.74	949.60	4,114.93	49,379.20
	3	24.84	993.60	4,305.60	51,667.20
	4	25.90	1,036.00	4,489.33	53,872.00
	5	27.02	1,080.80	4,683.47	56,201.60
	6	28.34	1,133.60	4,912.27	58,947.20
	7	29.58	1,183.20	5,127.20	61,526.40
30	1	23.74	949.60	4,114.93	49,379.20
	2	24.84	993.60	4,305.60	51,667.20
	3	25.90	1,036.00	4,489.33	53,872.00
	4	27.02	1,080.80	4,683.47	56,201.60
	5	28.34	1,133.60	4,912.27	58,947.20
	6	29.58	1,183.20	5,127.20	61,526.40
	7	30.98	1,239.20	5,369.87	64,438.40
31	1	24.84	993.60	4,305.60	51,667.20
	2	25.90	1,036.00	4,489.33	53,872.00
	3	27.02	1,080.80	4,683.47	56,201.60
	4	28.34	1,133.60	4,912.27	58,947.20

	5	29.58	1,183.20	5,127.20	61,526.40
	6	30.98	1,239.20	5,369.87	64,438.40
	7	32.55	1,302.00	5,642.00	67,704.00
32	1	25.90	1,036.00	4,489.33	53,872.00
	2	27.02	1,080.80	4,683.47	56,201.60
	3	28.34	1,133.60	4,912.27	58,947.20
	4	29.58	1,183.20	5,127.20	61,526.40
	5	30.98	1,239.20	5,369.87	64,438.40
	6	32.55	1,302.00	5,642.00	67,704.00
	7	34.19	1,367.60	5,926.27	71,115.20
33	1	27.02	1,080.80	4,683.47	56,201.60
	2	28.34	1,133.60	4,912.27	58,947.20
	3	29.58	1,183.20	5,127.20	61,526.40
	4	30.98	1,239.20	5,369.87	64,438.40
	5	32.55	1,302.00	5,642.00	67,704.00
	6	34.19	1,367.60	5,926.27	71,115.20
	7	35.87	1,434.80	6,217.47	74,609.60
34	1	28.34	1,133.60	4,912.27	58,947.20
	2	29.58	1,183.20	5,127.20	61,526.40
	3	30.98	1,239.20	5,369.87	64,438.40
	4	32.55	1,302.00	5,642.00	67,704.00
	5	34.19	1,367.60	5,926.27	71,115.20
	6	35.87	1,434.80	6,217.47	74,609.60
	7	37.41	1,496.40	6,484.40	77,812.80

Section 3. That effective April 1, 2012, the salary plan for employees in classified management classes is hereby established as follows:

SALARY PLAN – MGR MANAGEMENT

GRADE	HOURLY MIN	WEEKLY MIN	MONTHLY MIN	ANNUAL MIN
	HOURLY MID	WEEKLY MID	MONTHLY MID	ANNUAL MID
	HOURLY MAX	WEEKLY MAX	MONTHLY MAX	ANNUAL MAX
M1	19.97	798.80	3,461.47	41,537.60
	25.19	1,007.40	4,365.40	52,384.80
	30.40	1,216.00	5,269.33	63,232.00
M2	22.12	884.80	3,834.13	46,009.60
	27.73	1,109.20	4,806.53	57,678.40

	33.34	1,333.60	5,778.93	69,347.20
M3	24.39	975.60	4,227.60	50,731.20
	30.58	1,223.20	5,300.53	63,606.40
	36.77	1,470.80	6,373.47	76,481.60
M4	26.57	1,062.80	4,605.47	55,265.60
	33.50	1,339.80	5,805.80	69,669.60
	40.42	1,616.80	7,006.13	84,073.60
M5	29.07	1,162.80	5,038.80	60,465.60
	36.81	1,472.40	6,380.40	76,564.80
	44.55	1,782.00	7,722.00	92,664.00
M6	31.79	1,271.60	5,510.27	66,123.20
	40.49	1,619.60	7,018.27	84,219.20
	49.19	1,967.60	8,526.27	102,315.20
M7	35.03	1,401.20	6,071.87	72,862.40
	44.52	1,780.80	7,716.80	92,601.60
	54.01	2,160.40	9,361.73	112,340.80
M8	38.38	1,535.20	6,652.53	79,830.40
	48.73	1,949.00	8,445.67	101,348.00
	59.07	2,362.80	10,238.80	122,865.60

Section 4. That effective April 1, 2012, the compensation ceilings for employees in the following positions in the unclassified service be, and hereby are established and shall not exceed the following:

SCHEDULE OF COMPENSATION RATES UNCLASSIFIED

<u>ADMINISTRATION</u>	<u>MAXIMUM</u>
Mayor	\$ 148,636.80
Deputy Mayor/Economic Development	\$ 122,865.60
Deputy Mayor for Administration	\$ 122,865.60
Deputy Mayor for Public Safety	\$ 112,340.80
Deputy Mayor/Labor Relations	\$ 102,315.20
Deputy Mayor/Intergovernmental Relations	\$ 92,664.00
Assistants to the Mayor	\$ 122,865.60
Equal Employment Opportunity Officer	\$ 76,481.60
Secretaries to the Mayor	\$ 47,008.00

DEPARTMENT OF LAW

Director of Law	\$ 122,865.60
Deputy Director of Law	\$ 112,340.80
Assistant Directors of Law	\$ 107,952.00

DEPARTMENT OF PUBLIC SERVICE

Director of Public Service	\$ 122,865.60
Deputy Directors of Public Service	\$ 102,315.20

DEPARTMENT OF FINANCE

Director of Finance	\$ 122,865.60
Deputy Director of Finance	\$ 112,340.80

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

Director of Planning & Urban Development	\$ 122,865.60
Deputy Director of Planning & Urban Development	\$ 112,340.80

COUNCIL

President	\$ 41,641.60
Council Members	\$ 32,364.80

CIVIL SERVICE COMMISSION

Civil Service Commissioners	\$ 4,451.20
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Section 5. That the daily standard compensation rate of School Crossing Guards be, and is hereby, established as \$32.16 per day, effective April 1, 2012.

Section 6. That it hereby amends and/or supplements Chapter 35 "Employment Policies" of the Code of Ordinances to read as follows:

35.01 - Vacations.

A. Vacations with pay are granted to employees of the city as a reward for service, as an incident of employment and as an incentive for continued service. Every permanent full-time employee of the city shall be entitled to vacation with pay each year according to the following schedule of currently continuous service immediately prior to January 1 of that year:

1. New employees whose starting date is prior to the sixteenth day of the month may be credited, subject to the following limitations, with one day of vacation for that month. If the employee has completed at least ninety days in the preceding year, but less than one full year, one day for each completed month of service, but not more than two calendar weeks shall

be credited. If an employee has not completed ninety days of employment during the calendar year, he shall receive in the following calendar year credit for the vacation earned in the previous year at the rate of one day per month, but not more than three days in total;

2. If the employee has completed at least one full year, two calendar weeks shall be credited;

3. If the employee has completed more than six years, three calendar weeks shall be credited;

a. ~~Effective January 1, 2004,~~ Employees in the Akron Nurses Association, Civil Service Personnel Association, Inc., and Local #1360, American Federal, State and Municipal Employees bargaining units who have completed more than five years of service shall be credited three calendar weeks.

4. If the employee has completed more than twelve years, four calendar weeks shall be credited;

a. ~~Effective January 1, 2004,~~ Employees in the Akron Nurses Association, Civil Service Personnel Association, Inc., and Local #1360, **OF THE** American Federal, State and Municipal Employees bargaining units who have completed more than ten years of service shall be credited four calendar weeks.

5. If the employee has completed more than twenty years of service, five calendar weeks shall be credited.

a. Those employees within the following bargaining units: ~~Akron Nurses Association, Civil Service Personnel Association,~~ **AND** Local #1360, **and OF THE** American Federation of State, County, and Municipal Employees, shall receive an additional week of vacation, if on January 1 of each calendar year the employee has completed at least twenty years of service and his sick leave bank reflects ~~one hundred twenty sick leave days~~ **NINE HUNDRED SIXTY HOURS.**

~~b. Effective January 1, 1984, those employees in Local 1360 American Federation of State, County, and Municipal Employees bargaining unit, shall receive an additional week of vacation, if on January 1 of each calendar year the employee has completed at least twenty years of service and his sick leave bank reflects one hundred twenty sick leave days.~~

6. Such employees shall also be eligible for vacations during the second half of the year in accordance with the above schedule when the appropriate number of years of currently continuous service is reached by July 1 of the year.

B. 1. Time absent on leave without pay of more than sixteen consecutive days or during layoff shall reduce the employee's vacation right for the year following in the proportion that such time absent bears to a full year, and such time absent shall be deducted in computing the total amount of currently continuous service, but shall not otherwise be regarded as an interruption of such service.

2. Time in military service **SHALL NOT BE TAKEN INTO CONSIDERATION IN CALCULATING VACATION ACCRUAL**, ~~other than training periods of thirty-one days or less, which shall not affect vacation pay, shall be considered as absence or leave without pay if the employee returns to city employment within a reasonable time~~ **FOLLOWING SERVICE IN THE UNIFORMED SERVICE after discharge AS SET FORTH BY THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994, AS AMENDED, IF SUCH PERIOD OF SERVICES IS LESS THAN FIVE CUMULATIVE YEARS EXCEPT AS OTHERWISE PROVIDED BY UNIFORMED SERVICES EMPLOYMENT AND**

REEMPLOYMENT RIGHTS ACT OF 1994, AS AMENDED.

- C. The current rate of pay of a salaried employee shall determine his vacation pay rate.
1. An hourly worker shall receive, for each week of vacation granted, an amount equal to forty times ~~the~~**HIS** current hourly rate of pay ~~for the classification assigned to him on the rolls of the Department of Personnel~~ at the time of vacation. ~~The rate of pay of employees who have more than one classification on the rolls of the Department of Personnel shall be prorated on the basis of hours worked in each classification during the preceding calendar year.~~
 2. In computing vacation time, legal holidays shall not be counted.
- D. 1. An employee, excluding those employees in the Akron Firefighters Association, Local #330 bargaining unit, may not defer to a subsequent year any part of his vacation time without the approval of the appointing authority, who shall grant such approval only if such deferment is in the interest of the city. If, by reason of illness, injury, or other cause beyond the control of an employee, he is unable to take a vacation during the calendar year, such vacation shall be scheduled during the following year.
2. Those employees in the Akron Firefighters Association, Local #330 bargaining unit may bank up to a maximum of ~~ten~~ **FIFTEEN** weeks of annual leave.
- E. A permanent employee separating in good standing from city employment shall be credited with such unused vacation time as his service in the year prior to his separation and in the current year entitles him to receive.
- F. Vacations shall be taken only as scheduled or approved by the division head, who shall compose during the first quarter of each year, a vacation schedule which schedule shall be accommodated as far as possible to the convenience of employees but which shall assure the continuity of the division's work throughout the year. Division heads shall schedule their own vacation periods only as approved by the heads of their respective departments. Not more than three consecutive weeks shall be taken by any employee without the approval of the department head.
- G. In the event a permanent salaried or hourly employee of the city resigns, retires, or dies, such employee or his estate shall be credited with such unused vacation time as his service in the year prior to his death and in the current year entitles him to receive, and such employee or his estate shall be paid for any unused vacation as of his last working day.
- H. Effective January 1, 1978, all sworn personnel of the Police Division and all management and nonbargaining unit employees in the classified service are hereby excluded from this section.

35.02 - Working hours.

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

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

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

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

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

D. ~~However,~~ To be entitled to pay for the holiday enumerated, the employee must be on a paid status the scheduled workday preceding the holiday as well as the scheduled workday following the holiday or take a furlough day on the scheduled workday before and/or after the holiday. For purposes of this section, if an employee receives permission from supervision to attend union conferences, meetings, and seminars, such day off shall not be defined as a scheduled workday. In the event that the employee works less than the full scheduled workday on the day which precedes or follows the holiday, holiday pay will be adjusted downward to correspond with the least number of hours worked on either of such days preceding or following the holiday, whichever is lesser. However, employees within the Local #1360 bargaining unit of the American Federation of State, County and Municipal Employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to a suspension.

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

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

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

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

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

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

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

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

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

35.03 - Sick leave for permanent full-time employees.

A. In addition to vacation leaves, all permanent, full-time employees of the City who have completed ninety days of service shall be entitled, for each completed month of service, to sick leave of one and one-quarter workdays with pay. Employees may use sick leave, on approval of the responsible appointing administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness or death in the employee's immediate family, and to preventive treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of, alcohol or drugs. No sick leave shall be granted when sickness is caused by intoxication. **THE RESPONSIBLE APPOINTING ADMINISTRATIVE OFFICER OF THE CITY MAY REQUIRE THE EMPLOYEE TO FURNISH A SATISFACTORY AFFIDAVIT TO THE EFFECT THAT HIS ABSENCE WAS DUE TO ANY OF THE FOREGOING CAUSES.** Unused sick leave **FOR ALL PERMANENT FULL-TIME EMPLOYEES EXCEPT SWORN PERSONNEL OF THE POLICE AND FIRE DIVISIONS** shall be cumulative up to ~~nine hundred sixty~~ **ONE THOUSAND** hours unless more than ~~nine hundred sixty~~ **ONE THOUSAND** hours are approved by the responsible appointing administrative officer of the employing unit or authorized by other provisions of this chapter. **FIRE DIVISION EMPLOYEES SHALL ACCUMULATE**

UNUSED SICK LEAVE UP TO NINE HUNDRED SIXTY (960) HOURS. The previously accumulated sick leave of an employee who has been separated from the service with the City may be placed to his credit on his reemployment with the City. ~~The responsible appointing administrative officer of the City may require the employee to furnish a satisfactory affidavit to the effect that his absence was caused by illness due to any of the foregoing causes.~~

~~1. Effective January 1, 2005, unused sick leave shall be cumulative up to one thousand hours.~~

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

C. In the event a permanent full-time employee of the City dies, his estate shall be credited with such unused sick leave cumulative up to nine hundred sixty hours and his estate shall be paid for any unused sick leave as of the date of his death.

D. In computing the pay for any employee who has lost time or service by reason of illness as provided for in this section, such computation shall be based on a day being the number of hours in the employee's regularly scheduled workshift. No days lost by sick leave and paid for shall be computed in determining the weekly earnings so as to effect premium pay.

~~1. Effective June 1, 2010, Akron Firefighters Association Local #330 bargaining unit members who request sick leave, and are scheduled to work a forty (40) hour work week, shall have sick leave hours deducted from their sick leave bank on an hour for hour basis. Local #330 bargaining unit members who request sick leave and are scheduled to work a 24/48 hour schedule shall have sick leave hours deducted from their sick leave bank using a multiplier of .8333 per hour times each hour of work missed.~~

E. ~~Beginning January 1, 1978, c~~Subsections A through D of this section shall apply to all permanent full-time employees of the City except sworn personnel of the Police Division and all management and nonbargaining unit employees in the classified service.

F. ~~Effective June 1, 2010, b~~Bargaining unit members in the Akron Firefighters Association Local #330 bargaining unit who have attained 120 days of sick leave under subsection (A) of this section prior to each calendar quarter (March 31, June 30, September 30, and December 31) shall accrue one (1) additional day or eight hours of sick leave at the end of such quarter provided that the employee has at least ~~420 days or~~ 960 hours of sick leave at the end of such quarter, **UP TO 32 HOURS PER YEAR.** All accumulated unused sick leave benefits will be paid in cash upon retirement, death, or disability retirement as defined by the ~~Firemen's Relief~~ **OHIO POLICE and FIRE Pension Fund.** ~~Effective June 1, 2010, e~~One-half of those bonus sick leave days accrued during each calendar year will be paid out in February of the following year that the bonus days are accrued. Such payout will be based on the employee's hourly rate as of December 31 of the prior calendar year and those bonus sick leave days will be deducted from the employee's bonus sick leave bank.

G.1. A permanent employee who wishes to retire and is of sufficient age and has sufficient service with the City, to qualify for a normal service retirement pension under the Public Employees Retirement System (PERS) or the Ohio Police and Fire Pension Fund shall receive

pay for his/her unused accumulated sick leave in an amount not to exceed nine hundred sixty hours, unless authorized by other provisions of this chapter, on his/her separation from the active payroll.

2. A permanent employee who wishes to retire and can provide written verification that he or she is otherwise eligible to receive a service retirement pension under PERS or the Ohio Police and Fire Pension Fund shall receive pay for his/her unused accumulated sick leave in an amount not to exceed nine hundred sixty hours, unless authorized by other provisions of this chapter, on his/her separation from the active payroll.

3. A permanent employee who files for a disability retirement pension under PERS or the Ohio Police and Fire Pension Fund and does not have sufficient age and service to qualify for a service retirement pension, shall receive pay for his/her unused accumulated sick leave in an amount not to exceed nine hundred sixty hours, unless authorized by other provisions of this chapter, on his/her separation from the active payroll and after the disability retirement is granted by PERS or the Ohio Police and Fire Pension Fund and accepted by the employee.

4. Effective January 1, 2005, the amount of unused accumulated sick leave shall be increased to one thousand hours for all permanent full-time employees except sworn personnel of the police and fire divisions.

35.04 - Compensation for injured or incapacitated employees.

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

35.05 - Overtime.

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

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

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

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

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

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

B. All eligible employees of the city shall receive overtime compensation for overtime work performed for the city. However, there shall be no compensation for overtime work in any form or manner except on the advance authorization of the appropriate department head or such person as may be designated by such department head to grant such authorization.

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

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

35.06 - Longevity pay.

A. ~~Effective November 1, 2000,~~ All permanent employees within the Civil Service Personnel Association bargaining unit, shall be entitled to longevity pay based upon the years of service accumulated prior to November 1 of the year in which said longevity pay is to be paid. Said longevity pay shall be paid in November and shall be payable as follows:

Longevity Pay		Years of Service
\$500	after	5
\$550	after	10
\$600	after	15
\$650	after	20
\$700	after	25

1. Effective only for calendar year 2009, qualifying bargaining unit members shall be paid one-half of their longevity payment in November of 2009 with the balance deferred for payout at the contractual agreed upon rate during the first quarter of 2012.

2. Bargaining unit members who separate from City employment prior to the first quarter of 2012, shall be paid the balance of the 2009 longevity payment upon separation.

3. Effective only for calendar year 2010, qualifying bargaining unit members shall defer their 2010 longevity payment until 2012. Payment shall be made no later than March 31, 2012.

4. Bargaining unit members who separate from City employment prior to March 31, 2012, shall be paid their 2010 longevity upon separation.

B. DURING FEBRUARY OF EACH YEAR, THE CITY SHALL PAY LONGEVITY PAYMENTS BASED ON YEARS OF COMPLETED SERVICE AS OF DECEMBER 1ST OF THE PRIOR YEAR TO All bargaining unit members included in the Akron Firefighters Association, Local #330 bargaining unit. ~~shall be entitled to longevity pay based upon the years of service accumulated prior to December 1 of the year in which said longevity pay is to be paid.~~ The longevity pay shall be paid in November and shall be based on a percentage of the base maximum annual salary rate of the classification of "Firefighter/Medic" as follows:

~~Effective in the year 2003, the percentage of the base maximum annual salary rate of the classification of "Firefighter/Medic" shall be~~

Years of Service	Longevity Payment
5	3.5%
6	3.6%
7	3.7%
8	3.8%
9	3.9%
10	4.0%
11	4.1%
12	4.2%
13	4.3%
14	4.4%
15	4.5%
16	4.6%
17	4.7%
18	4.8%
19	4.9%
20	5.0%
21	5.1%
22	5.2%
23	5.3%
24	5.4%
25	5.5%
26	5.6%
27	5.7%
28	5.8%
29	5.9%
30 and over	6.0%

1. Effective only for calendar year 2010, qualifying bargaining unit members shall defer their 2010 longevity pay until 2012. Payment shall be made in November, 2012, calculated at the 2010 rate of pay.

2. Bargaining unit members who have at least 22 years of service but less than 25 years of service as of December 1, 2010 shall be paid their 2010 longevity in November, 2010.

3. Bargaining unit members who separate from City employment prior to November, 2012, shall be paid their 2010 longevity upon separation.

~~C. Effective November 1, 2000,~~ All permanent employees within Local #1360, American Federation of State, County, and Municipal Employees Bargaining Unit, shall be entitled to longevity pay based upon the years of service accumulated prior to November 1 of the year in

which the longevity pay is to be paid. The shall be payable as follows:

longevity pay shall be paid in November and

Longevity Pay		Years of Service
\$500	After	5
\$550	After	10
\$600	After	15
\$650	After	20
\$700	After	25

1. Effective only for calendar year 2010, qualifying bargaining unit members shall defer their 2010 longevity payment until 2012. Payment shall be made in ~~November~~ **MARCH**, 2012.

2. Bargaining unit members who separate from City employment prior to ~~November~~ **MARCH**, 2012, shall be paid their 2010 longevity upon separation.

D. THE CHIEF AND DEPUTY CHIEFS WITHIN THE AKRON FIRE DIVISION SHALL BE ELIGIBLE TO PARTICIPATE IN THE LONGEVITY II PROGRAM SET FORTH IN §35.15 OF THE CODE OF ORDINANCES OF THE CITY OF AKRON. THEY SHALL BE GOVERNED BY THE SAME RULES AS THOSE THAT APPLY TO MEMBERS OF THE POLICE DEPARTMENT, EXCEPT THAT THE LONGEVITY PAY SHALL BE BASED ON A PERCENTAGE OF THE BASE MAXIMUM ANNUAL SALARY RATE OF THE CLASSIFICATION OF "FIRE/MEDIC".

~~Effective November 1, 2000, all permanent employees within the Akron Nurses Association bargaining unit shall be entitled to longevity pay based upon the years of service accumulated prior to December 1 of the year in which said longevity pay is to be paid. Said longevity pay shall be paid in November and shall be payable as follows:~~

Longevity Pay		Years of Service
\$500	After	5
\$550	After	10
\$600	After	15
\$650	After	20
\$700	After	25

~~1. Effective only for calendar year 2000, qualifying bargaining unit members shall be paid one half of their longevity payment in November of 2000 with the balance deferred for payout at the contractual agreed upon rate during the first quarter of 2012.~~

~~2. Bargaining unit members who separate from City employment prior to the first quarter of 2012, shall be paid the balance of the 2000 longevity payment upon separation.~~

~~3. Effective only for calendar year 2010, qualifying bargaining unit members shall defer their 2010 longevity payment. The 2010 longevity will be paid to the bargaining unit members as follows:~~

~~(a) Fifty percent (50%) will be paid no later than March 1, 2011.~~

~~(b) Fifty percent (50%) will be paid no later than July 15, 2012.~~

35.07 - Retirement differential.

A. Eligible Employees. All permanent, full-time employees, except sworn personnel of the Police and Fire Divisions, are eligible employees under this section.

B. The retirement differential provided to be paid to eligible employees shall be equivalent to 1.5 percent of an eligible employee's gross compensation earned on and after April 1, 1974, which was subject to Public Employees Retirement System contributions.

C.1. The retirement differential provided for herein shall be payable to such eligible employee, in a lump sum, on his retirement from the city and concurrently qualifying for a Public Employees Retirement System pension.

2. In the event of death of such eligible employee, such sum as is credited to the employee shall be payable to his estate.

3. Employees within the following bargaining units: Civil Service Personnel Association, Inc., ~~Akron Nurses Association~~, Local #1360, American Federation of State, County, and Municipal Employees, and those employees designated as management, unclassified, or in a non-bargaining unit status, who resign with twenty-five or more years of service with the city shall be paid 1.5 percent of the eligible employee's gross compensation earned on and after April 1, 1974, which was subject to the Public Employees Retirement System contributions.

35.08 - Automobile expense allowance for use of private vehicles.

A. When authorized or directed by their supervisor to drive their private vehicles on city business within the corporation limits of the city, employees of the city shall be paid an allowance for such use which corresponds with the current federal government deductible rate, as amended, per mile.

B. Supervisors and department heads shall obtain the approval of the Director of Finance before authorizing or directing the use of private vehicles for city business within the corporate limits of the city.

35.09 - Military leaves —~~Court Appearances.~~

A. All city employees who are members **OF THE UNIFORMED SERVICES, INCLUDING THE UNITED STATES ARMED SERVICES, THE OHIO ORGANIZED MILITIA WHEN ENGAGED IN ACTIVE OR INACTIVE DUTY FOR TRAINING, FULL-TIME NATIONAL GUARD DUTY,** ~~of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States~~ **THE COMMISSIONED CORPS OF THE PUBLIC HEALTH SERVICE OR AS AN INTERMITTENT DISASTER-RESPONSE APPOINTEE UPON ACTIVATION OF THE NATIONAL DISASTER MEDICAL SYSTEM OR PARTICIPATE IN AN AUTHORIZED TRAINING PROGRAM EVEN IF NOT A MEMBER OF THE UNIFORMED SERVICE, OR ANY OTHER CATEGORY OF PERSONS DESIGNATED BY THE PRESIDENT OF THE UNITED STATES IN TIME OR WAR OR EMERGENCY** shall be entitled to leave of absence from their respective duties for such time as they are in such military service on field training, **ATTENDING A MILITARY SERVICE ACADEMY OR OTHER TRAINING RECOGNIZED UNDER UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT AS AMENDED (USERRA),** or active duty for periods not to exceed **FIVE CUMULATIVE YEARS EXCEPT AS OTHERWISE**

REQUIRED BY USERRA ~~thirty one days in any calendar year.~~

~~B. All city employees who are required to serve as jurors or subpoenaed as witnesses in any court shall be entitled to leave of absence from their duties during such periods as they are necessarily absent therefrom. An employee receiving notice of jury duty shall report the same to his department head, who may, if he deems the employee's service essential, seek to have the employee excused from such service.~~

~~C. B.~~ If a **PERMANENT** city employee's **GROSS** military pay or compensation ~~as such juror or witness~~ during such period of leave of absence is less than his **GROSS** city pay would have been for such period, he shall be paid by the city, the difference between the **GROSS** city pay and his **GROSS** military, ~~or other pay for such period~~ **THE TIME PERIOD OF: (i) THIRTY-ONE DAYS FOR EACH CALENDAR YEAR IN WHICH HE IS PERFORMING SERVICE IN THE UNIFORMED SERVICE; OR (ii) FOR LONGER THAN THIRTY-ONE DAYS, IF CALLED OR ORDERED TO PERFORM SERVICE IN THE UNIFORMED SERVICE BECAUSE OF AN EXECUTIVE ORDER ISSUED BY THE PRESIDENT OF THE UNITED STATES, BECAUSE OF AN ACT OF CONGRESS, OR BECAUSE OF AN ORDER TO PERFORM DUTY ISSUED BY THE GOVERNOR PURSUANT TO SECTION 5919.29 OF THE OHIO REVISED CODE.** In determining such employee's military or other pay for the purposes of this section, allowances for travel, food, or housing shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

1. THE TIME PERIOD FOR THE PAYMENT DIFFERENTIAL IS LIMITED TO FIVE CUMULATIVE YEARS OF ACTIVE DUTY MILITARY SERVICE OR AS OTHERWISE REQUIRED BY USERRA. THE CITY WILL MAKE AN EXCEPTION TO THE TIME LIMIT DURING THE PERIOD AN EMPLOYEE IS PROTECTING THIS COUNTRY IN A COMBAT ZONE.

2. NO PERMANENT EMPLOYEE SHALL RECEIVE PAYMENTS UNDER THIS SECTION IF THE SUM OF HIS GROSS MILITARY PAY AND ALLOWANCES RECEIVED IN A PAY PERIOD EXCEEDS THE EMPLOYEE'S GROSS PAY AS A PERMANENT CITY EMPLOYEE FOR THAT PERIOD.

3. EACH PERMANENT EMPLOYEE MUST SUBMIT DOCUMENTATION OF HIS MILITARY PAY IN ORDER TO RECEIVE THE PAY DIFFERENTIAL.

~~D.C.~~ Any city employee who is required by any component of the Armed Forces of the United States to report for a ~~preinduction physical~~ **MILITARY FITNESS** examination **OR TO PERFORM AUTHORIZED FUNERAL HONORS DUTY UNDER 10 U.S.C. 12503 OR 32 U.S.C. 115** during his work week shall be paid for such leave time, ~~provided that such absence does not exceed one work day.~~

D. HEALTH PLAN COVERAGE SHALL BE CONTINUED FOR PERMANENT, FULL-TIME EMPLOYEES ORDERED TO ACTIVE MILITARY SERVICE, THEIR ELIGIBLE SPOUSES AND DEPENDENTS, UPON ELECTION BY THE EMPLOYEE TO CONTINUE COVERAGE SUBJECT TO PAYMENT OF APPLICABLE EMPLOYEE CONTRIBUTIONS PURSUANT TO USERRA. THE CITY WILL MAKE AN EXCEPTION TO THE TIME LIMIT DURING THE PERIOD AN EMPLOYEE IS PROTECTING THIS COUNTRY IN A COMBAT ZONE.

E. DURING A PERIOD OF ACTIVE MILITARY SERVICE, CITY EMPLOYEES CALLED TO DUTY IN THE ACTIVE MILITARY SERVICE ARE ENTITLED TO NON-SENIORITY RIGHTS AND BENEFITS WHILE RECEIVING SUPPLEMENTAL COMPENSATION PURSUANT TO THIS SECTION OF THE CITY OF AKRON CODE OF ORDINANCES. PENSION CONTRIBUTIONS WILL CONTINUE FOR THOSE RESERVISTS RECEIVING SUPPLEMENTAL PAY. SERVICE CREDIT WILL BE APPLIED IN ACCORDANCE WITH FEDERAL LAW AND STATE PENSION FUND LAWS AND RULES. AN EMPLOYEE ON

UNPAID STATUS DUE TO MILITARY SERVICE WILL BE TREATED THE SAME AS AN EMPLOYEE ON A LEAVE OF ABSENCE PROVIDED THAT SUCH EMPLOYEE HAS NOT KNOWINGLY PROVIDED NOTICE OF INTENT NOT TO RETURN TO CITY EMPLOYMENT AFTER SERVICE IN THE UNIFORMED SERVICES.

F. A CITY EMPLOYEE WHO IS REEMPLOYED FOLLOWING A PERIOD OF UNIFORMED SERVICE IS ENTITLED TO THE SENIORITY AND SENIORITY-BASED RIGHTS AND BENEFITS THAT HE OR SHE HAD ON THE DATE THE SERVICE BEGAN, PLUS ANY SENIORITY OR SENIORITY-BASED RIGHTS AND BENEFITS THAT HE WOULD HAVE OBTAINED HAD HE REMAINED CONTINUOUSLY EMPLOYED, PROVIDED HE COMPLIES WITH THE REEMPLOYMENT REQUIREMENTS OF UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT.

~~35.10 - Clothing allowance for public health nurses.~~

~~A. Regular Allowance.~~

~~1. Public health nurses, including supervisory personnel in the Department of Public Health, are granted a clothing allowance to provide for the furnishing of uniforms and other clothing necessary for the performance of their duties.~~

~~2. Public health nurses included in the Akron Nurses Association bargaining unit, as well as supervisory personnel in the Department of Public Health, shall receive a uniform allowance of one thousand two hundred dollars per year. Beginning January 1, 2001, public health nurses included in the Akron Nurses Association bargaining group, as well as supervisory personnel in the Department of Public Health, shall receive a uniform allowance of one thousand three hundred twenty five dollars per year.~~

~~a. Such allowance will be established under an accountable plan.~~

~~b. Such allowance shall provide for the furnishing of uniforms and other clothing necessary to public health nurses in the performance of their duties.~~

~~c. Effective January 1, 1995 the City of Akron assumes the entire cost for liability insurance to cover bargaining unit members as well as supervisory personnel in the Department of Public Health.~~

~~B. Clothing Allowance for New Appointments.~~

~~1. Effective January 1, 1995, newly appointed public health nurses shall be granted a uniform allowance, not to exceed one thousand dollars in their first year of employment. If the public health nurse is hired during the calendar year, the amount of clothing allowance will be calculated on a pro-rated basis for such calendar year.~~

~~a. Such allowance is established under an accountable plan.~~

~~b. Effective January 1, 2001 the amount shall be increased to one thousand three hundred twenty five dollars under a non-accountable plan.~~

~~2. Effective January 1, 1995, the City of Akron assumes the entire cost for liability insurance.~~

35.10 COURT APPEARANCES

A. ALL CITY EMPLOYEES WHO ARE REQUIRED TO SERVE AS JURORS OR SUBPOENAED AS WITNESSES IN ANY COURT SHALL BE ENTITLED TO LEAVE OR ABSENCE FROM THEIR DUTIES DURING SUCH PERIOD AS THEY ARE NECESSARILY ABSENT THEREFROM. AN EMPLOYEE RECEIVING NOTICE OF JURY DUTY SHALL REPORT THE SAME TO HIS DEPARTMENT HEAD, WHO MAY SEEK TO HAVE THE EMPLOYEE EXCUSED FROM SUCH SERVICE IF HE DEEMS THAT THE INTEREST OF THE PUBLIC WILL BE MATERIALLY INJURED BY THE EMPLOYEE'S ATTENDANCE AS A JUROR.

B. IF A CITY EMPLOYEE'S PAY OR COMPENSATION AS A JUROR OR WITNESS DURING SUCH LEAVE OF ABSENCE IS LESS THAN HIS CITY PAY WOULD HAVE BEEN FOR SUCH PERIOD, HE SHALL BE PAID BY THE CITY THE DIFFERENCE BETWEEN THE CITY PAY AND OTHER PAY FOR SUCH PERIOD. IN DETERMINING THE CITY EMPLOYEE'S PAY FOR PURPOSES OF THIS SECTION, ALLOWANCES FOR TRAVEL, FOOD OR HOUSING SHALL NOT BE CONSIDERED, BUT ANY OTHER PAY OR ALLOWANCE OF WHATEVER NATURE, INCLUDING LONGEVITY PAY, SHALL BE CONSIDERED.

35.11 - Clothing allowance for firemen.

A. Uniformed members of the Fire Division, Department of Public Safety, are granted a clothing allowance to provide for the furnishing of their equipment, uniforms, and other clothing necessary for the performance of their duties.

B. Beginning January 1, 2011 and in each following year the City will establish a clothing allowance account at retail establishments for each member of the bargaining unit in the amount of seven hundred dollars (\$700.00). Bargaining unit members may purchase uniforms only at those retail establishments as agreed upon between the City of Akron and the Akron Firefighters Association, Local #330.

C. Effective the first pay in July, 2011 and each year thereafter, the City will pay each bargaining unit member a clothing maintenance allowance in the amount of three hundred fifty dollars (\$350.00).

D. Uniformed employees of the Fire Division ~~employed after January 1, 1978~~, and known as first year personnel, shall be provided uniforms by the Fire Division, either through cash reimbursement or, if installed, through a commissary system.

35.12 - Clothing allowance for police officers.

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

A. Beginning January 1, 1981, all sworn police officers required to wear a uniform in the performance of their duty shall receive such items of equipment and uniforms as may from time to time be required by the Police Division as necessary to the performance of their duty, and, in addition thereto, such officers shall receive, upon the approval of the Chief or a Deputy Chief of Police, necessary replacements for items of equipment and uniforms which have become worn or damaged as a result of use in the performance of duty.

B. Effective January 1, 2000 2001, all **NON-UNIFORM (PLAIN CLOTHES)** sworn officers ~~required to wear civilian clothes in the performance of their duty,~~ shall receive an annual clothing allowance ~~of not more than one thousand one hundred seventy five dollars per year.~~

~~1. Effective January 1, 2001, the annual clothing allowance shall be increased to a maximum of one thousand five hundred and fifty dollars per year.~~

~~2.1. Payment of the clothing allowance shall be based on a non-accountable plan. Payment shall be made in January of each calendar year.~~

~~3.2. Sworn officers who are required to wear civilian clothing in the performance of their duty for any fractional portion of a calendar year shall receive a prorated amount of said annual clothing allowance for the fractional portion of such calendar year.~~

3. A SWORN OFFICER WHO RECEIVES THE NON-UNIFORM CLOTHING ALLOWANCE AS PROVIDED IN THIS SECTION WHO SUBSEQUENTLY TRANSFERS TO THE UNIFORM SUBDIVISION IS NOT ELIGIBLE TO ALSO RECEIVE PAYMENT IN SECTION (C) DURING THE CALENDAR YEAR THE TRANSFER IS MADE.

C. Effective January 1, 20001, all uniform officers shall receive an annual clothing allowance ~~of not more than~~ **TO A MAXIMUM OF ONE THOUSAND TWO HUNDRED AND TWENTY-FIVE DOLLARS** ~~eight hundred fifty dollars~~ for the purpose of purchasing civilian attire for court appearance.

~~1. Effective January 1, 2001, such clothing allowance shall be increased to a maximum of one thousand two hundred and twenty five dollars.~~

~~2.1. Effective January 1, 1998 p~~Payment of the clothing allowance shall be based on a non-accountable plan. Payment shall be made in January of each calendar year.

~~3.2. Any police officer who purchases clothing under the uniform allowance as provided for under subsection (BC) of this section and is subsequently transferred to~~ **A NON-UNIFORM (PLAIN CLOTHES) ASSIGNMENT** ~~the Uniform Division of the Police Division~~ shall be eligible to receive the clothing allowance as outlined in this subsection during the calendar year in which the transfer is made, on a pro-rated basis, provided the individual has not met the maximum under subsections (A) or (B) of this section.

D. Firearms provided by the City of Akron to all sworn personnel hired after July 24, 1979, shall remain the property of the City of Akron, Ohio and shall be returned to the City of Akron upon termination of employment for any reason.

E. ~~Beginning January 1, 1981, a~~All newly hired sworn police officers shall receive all uniforms and equipment required by the Police Division as necessary to the performance of said officer's duty; however, all title and ownership to said uniforms and equipment shall be vested in and remain with the City of Akron until such time as the officer receiving such property has successfully passed and completed his or her probationary period of employment as determined by the Chief of the Police Division.

35.13 - Bonds.

A. Bonds given by officers, clerks, and other employees of the city shall be given in the amount set forth as follows:

Officers, Clerks, and Employees	Bonds
Mayor	\$3,000
Director of Law	\$1,000
Department of Public Health General Administration—Vital Statistics Supervisor	\$1,000
Department of Public Service Director	\$1,000
Public Utilities Bureau—all employees	\$5,000
Customer Service Office—all employees	\$5,000
Golf Course Superintendent	\$5,000
Sanitation Service Division—all landfill employees	\$3,000
Department of Finance Director	\$25,000
Treasurer	\$50,000
classified employees (all)	\$10,000

B. The bonds provided for in this section may be surety bonds and if a surety bond is given, the premium therefor shall be paid by the city out of the incidental fund in the respective departments, and all bonds, except that given by the Mayor, shall be subject to the approval of the Mayor.

C. Surety bonds, in the amounts required in this section, may be purchased in blanket form for all officials, clerks, and other city employees required to give bonds herein.

35.14 - Paid leave program for management and nonbargaining unit employees.

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

"Frozen paid leave." Those unused paid leave hours accumulated in accordance with this section and accumulated up to the employee's inclusion into the sick leave program.

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

"Paid leave accumulation." The total number of unused paid leave hours not frozen an employee has earned in accordance with this section.

B. All permanent full-time management, and nonbargaining unit, **AND UNCLASSIFIED** employees shall be included in this paid leave program, ~~and all of the provisions of this section shall be applicable only with respect to the above included employees.~~ **THE RATE OF ACCUMULATION OF HOURS FOR POSITIONS IN THE UNCLASSIFIED SERVICE, EXCEPT THE POSITION OF ASSISTANT DIRECTOR OF LAW, SHALL BE AT THE MAXIMUM RATE.**

1. All permanent full-time management and nonbargaining-unit employees shall, for each completed week for which they have received pay from the City or for each week for which they have received weekly benefits from the Bureau of Workers' Compensation, be entitled to a weekly accumulation of paid leave hours, based on years of completed service, as follows:

Effective January 4, 2004, the weekly paid leave accumulation shall be as follows:

Years of Completed Service	Rate of Accumulation (Hours Per Week)
Less than 5 years	2.95
5 years, but less than 10 years	4.18
10 years, but less than 15 years	5.22
15 years, but less than 20 years	6.09
20 years and over	6.95

2. An employee shall, in accordance with the other provisions of this program, be required to use a minimum number of paid leave hours during each calendar year, based on years of completed service with the City as of January 1 of that calendar year as follows:

Years of Completed Service	Required Yearly Usage
1 through 5 years	40 hours per year
5 through 12 years	80 hours per year
12 years and over	120 hours per year

3. If an employee fails to use the minimum number of paid leave hours during any years, the actual remaining number of unused hours required for usage in that year, not to exceed the above stated minimum, shall be deducted from such employee's paid leave accumulation, without further accumulation or carry-over of the unused hours with respect to such employee.

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

1. Effective January 4, 2004, during each calendar year an employee shall be entitled to a maximum number of paid leave hours for vacation use, based on years of completed service, as follows:

Years of Completed Service	Maximum Paid Leave Hours for Vacation
One full year	80
More than five years	120
More than 10 years	160

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

3. Vacation shall be taken only as scheduled and approved by the division head, who shall compose during the first quarter of each year, a vacation schedule, which schedule shall be accommodated as far as possible to the convenience of the employees, but which shall assure the continuity of the division work throughout the year. Division heads shall schedule

their own vacation periods only as approved by the heads of their respective departments. Not more than three consecutive weeks (one hundred twenty hours) of paid leave vacation shall be taken by an employee without the approval of the department head.

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

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

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

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

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

1. An employee shall not use the frozen sick leave hours until all accumulated paid leave hours have been exhausted. At such time as all paid leave hours have been exhausted and it becomes necessary to use frozen sick leave hours, usage of those hours shall be governed by §§ 35.03 and 35.04 as from time to time amended.

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

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

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

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

I. In November of each year each employee with five or more years of service, as of December 1 of that year, will receive longevity pay in an amount equal to the appropriate hourly rate for such employee as of October 1 of that calendar year times five percent of such employee's accumulated paid leave hours as of October 1. An employee's accumulation of paid leave hours shall be reduced by the amount of paid leave hours which are used in the computation of such employee's longevity pay.

~~1. Effective only for calendar year 2009, employees will not receive longevity pay.~~

~~2. Effective only for calendar year 2010, employees will not receive longevity pay.~~

J. Probationary employees shall not be entitled to accumulated paid leave hours during the first ninety days of the probationary period. An employee, after completing the first ninety days of the probationary period, will receive paid leave hours retroactive to the date of employment. The rate of weekly accumulation of paid leave to a classified civil service employee who formerly served as an unclassified civil servant shall be based upon the employee's service date in the unclassified service.

K. 1. An employee not covered by the paid leave program who is subsequently transferred into a ~~classification~~ **POSITION IN THE CLASSIFIED SERVICE** covered by the paid leave program will not become eligible for the accumulation of paid leave hours until January 1 of the year following the date of transfer. During the interim period such employee, when previously covered by same, will continue to be covered by §§ 35.01, 35.03, 35.04, and 35.06, as from time to time amended. The conversion to the paid leave program, with respect to such employees, shall be handled in the same manner and respect as was the initial conversion of employees to the paid leave program on January 1, 1978. **PERMANENT FULL-TIME EMPLOYEES IN THE UNCLASSIFIED SERVICE SHALL HAVE ALL ACCUMULATED LEAVE CONVERTED TO PAID LEAVE.**

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

—————L.3. Payment with respect to all paid leave hours shall be made at the employee's regular rate of pay for the classification to which the employee is permanently assigned at the time of actual usage or payout.

L. The administration may develop reasonable rules and regulations, not in conflict with this section, governing the usage of paid leave hours so as to provide for the efficient operation of City service.

35.15 – Paid leave program for sworn personnel of Police Division with more than five years service.

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

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

"Frozen paid leave." Those unused paid leave hours accumulated in accordance with § 35.15 and 35.16 and accumulated up to the employee's inclusion into the sick leave program.

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

"Paid leave accumulation." The total number of unused paid leave hours, not frozen, an employee has earned in accordance with this section and § 35.16.

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

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

1. Beginning January 1, 2003, all permanent full-time sworn personnel of the Police Division with five years or more of service shall, for each completed week for which they have received pay from the City or for each week for which they have received weekly benefits from the Bureau of Workers' Compensation, be entitled to a weekly accumulation of paid leave hours, based on years of completed service, as follows:

Years of Completed Service	Rate of Accumulation (Hours Per Week)
Five years, but less than 10 years	4.60
10 years, but less than 15 years	5.22
15 years, but less than 20 years	6.09
20 years and over	6.95

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

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

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

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

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

Years of Completed Service	Maximum Paid Leave Hours of Vacation
More than 5 but less than 6 years	80
More than 6 years	120
More than 12 years	160
More than 20 years	200

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

3. Vacation shall be taken only as scheduled and approved by the division head, who shall compose during the first quarter of each year, a vacation schedule, which schedule shall be accommodated as far as possible to the convenience of the employees, but which shall assure the continuity of the division work throughout the year. Division heads shall schedule their own vacation periods only as approved by the heads of their respective departments. Not more than three consecutive weeks (one hundred twenty hours) of paid leave vacation shall be taken by an employee without the approval of the department head.

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

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

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

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

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

1. An employee shall not use the frozen sick leave hours until all accumulated paid leave hours have been exhausted. At such time as all paid leave hours have been exhausted and it becomes necessary to use frozen sick leave hours, usage of those hours shall be governed by §§ 35.03 and 35.04, as from time to time amended.

2. An employee who has completed twenty-five years of service may use his frozen sick leave in lieu of paid leave hours for an illness or off-the-job injury. Payment of sick leave shall be governed by §§ 35.03 and 35.04, as from time to time amended.

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

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

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

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

2. An employee previously covered under the paid leave program who returns to City service may have his paid leave hours restored, provided the employee reimburses the City in the amount of termination paid at the time such employee left City service.

3. An employee who is discharged or resigns due to pleading guilty to a felony, or being found guilty of a felony, or being convicted of a felony, shall forfeit payment of all paid leave hours remaining in the individual's paid leave bank at the time of discharge or resignation. Effective January 1, 2001, all forfeited hours will be placed in the Fraternal Order of Police sick leave time bank.

I. 1. During November, each sworn officer with five or more years of service, as of December 1 of that year, will receive longevity pay in an amount equal to the appropriate hourly rate for such sworn officer as of October 1 of that calendar year times five percent of such sworn officer's accumulated paid leave hours as of October 1. A sworn officer's accumulation of paid leave hours shall be reduced by the amount of paid leave hours which are used in the computation of such sworn officer's longevity pay. This method of longevity pay shall be known as Longevity Program I. Effective only for calendar year 2009, there shall be no cash payment for Longevity I and no paid leave hours shall be forfeited by the officer.

Effective only for calendar year 2010, there shall be no cash payment for Longevity I and no paid leave hours shall be forfeited by the officer.

2. (a) Effective in 1988, an optional method of longevity pay is hereby established, known as Longevity Program II, whereby the longevity pay is based upon the years of service accumulated prior to December 1 of the year in which said longevity pay is to be paid. The longevity pay shall be paid in November and shall be based on a percentage of the base maximum annual salary rate of the classification of "Patrolman-POLICE OFFICER." Effective in 2003, the longevity pay shall be payable as follows:

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

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

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

4. A sworn officer choosing Longevity Program II will have no yearly payout of five percent from the officer's paid leave bank, as provided for in Longevity Program I, nor any automatic five percent reduction in paid leave hours per year. However, based on his years of service and rank in the Akron Police Division, effective January 1, 2003 his weekly paid leave hours accumulation shall be adjusted from the normal 6.95 hours per week to reflect the following:

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

a. Effective only for calendar year 2009, Longevity II payments shall be held in abeyance and paid upon either the officer's separation from the City or no later than April 1, 2012, whichever comes first, unless an earlier payment is negotiated in a subsequent CBA.

b. Effective only for calendar year 2009, the provisions of subsection 4(a) shall not apply to officers eligible for Longevity II payment who have at least 22, but not less than 25, years of service with the City by December 1, 2009.

c. Effective only for calendar year 2010, Longevity II payments shall be held in abeyance and paid upon either the officer's separation from the City or no later than December 31, 2012. However, the officer shall have the right to refuse such deferral which, in such case, the officer's Longevity II hours shall remain in his/her paid leave account.

d. Effective only for calendar year 2010, the provisions of subsection 4(c) shall not apply to officers eligible for Longevity II payment who have at least 22, but not less than 25, years of service with the City by December 1, 2010.

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

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

2. Employees covered under this paid leave program who subsequently transfer into a classification which is not covered under the paid leave program will continue to be

covered under the paid leave program until January 1 of the year following the date of transfer. On January 1 of the year following the date of transfer, the transferred employee shall, where applicable, be covered under §§ 35.01, 35.03, 35.04, and 35.06, as from time to time amended; and further, with respect to § 35.01, such employee's accumulated paid leave hours shall be reduced by the amount of vacation hours to which such employee will then become entitled pursuant to § 35.01. The remaining balance of accumulated paid leave hours may be used by the employee, with prior approval of management, or such hours may be held for payout to be made at the time of such employee's death or termination of city employment as heretofore provided.

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

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

35.16 - Paid-Leave program for sworn personnel of Police Division with less than five years service.

A.

Effective January 1, 1978, all sworn personnel of the Police Division with less than five years of service shall be included in the paid leave program and shall accumulate paid leave at the rate of 2.58 hours per week.

1. An employee shall be required to use a minimum of forty hours of paid leave per year provided that he has completed one full year of service as of January 1 of the calendar year. If the employee fails to use the minimum number of paid leave hours during the calendar year, the actual remaining number of unused hours required for usage in that year, shall be deducted from such employee's paid leave accumulation, without further accumulation or carry-over of the unused hours with respect to such employee.

2. As of January 1, 1978, all vacation time to which an employee would otherwise be entitled pursuant to § 35.01, shall be converted to paid leave hours.

3. During the calendar year an employee shall be entitled to use a maximum of eighty hours of paid leave per year for annual leave. Accumulated paid leave hours for vacation usage in excess of eighty hours may be granted at the discretion of the Chief of Police.

4. An employee, as defined in this section, while in the paid leave program, as outlined in this section, shall further be governed by § 35.15(D) through (M).

B. Effective January 1, 1980, all sworn personnel of the Police Division with less than five years of service as well as new hires after this date shall cease accumulating paid leave and shall begin accruing sick leave at the rate of one and one-quarter workdays with pay. New hires must complete ninety days of service before they are eligible for sick leave accumulation.

1. Employees accumulating sick leave shall be governed by § 35.03

2. Frozen sick leave in the frozen sick leave bank of an individual as of January 1, 1980, shall be restored to the employee.

C. An employee, who has completed one full year of service, shall be entitled to two weeks of annual leave per year. An employee shall be required to use a minimum of one week of annual leave each year and may accumulate the remaining vacation time in the annual leave bank.

1. Vacation shall only be taken as scheduled and approved by the Chief of Police. An employee may take more than two weeks of annual leave each year provided he has the approval of the Chief of Police and a sufficient number of hours in his annual leave bank.

2. On January 1, 1980, the annual leave an employee is entitled to during the year shall be deducted from his paid leave accumulation and the balance of such accumulation shall be frozen. If an individual has less than two weeks of annual leave in his paid leave bank, the employee will only be entitled to that amount of annual leave that is reflected in the individual's paid leave bank.

D. Paid leave hours frozen on January 1, 1980, may not be used unless the employee has exhausted all accumulated sick leave hours. At such time as all sick leave hours have been exhausted and it becomes necessary to use frozen paid leave, usage of those hours shall be governed by § 35.15(D) through (F).

E. If an employee leaves city service for any reason, he shall receive a termination pay based on the balance of the remaining frozen accumulated paid leave hours at the time of termination, as well as those hours remaining in the individual's annual leave bank. Payment shall be at the regular rate of pay for the classification to which the employee is permanently assigned at the time of termination.

F. On the first of the month after an employee has completed five years of service with the city the employee shall be subject to the following provisions:

1. All sick leave accumulation shall cease and the employee shall be included in the paid leave program and subject to all the provisions as stated in § 35.15

2. Fifty percent of those sick leave hours remaining at the time of inclusion into the paid leave program shall be converted to paid leave hours. The remaining sick leave accumulations shall be frozen in the sick leave bank and subject to all the provisions as stated in § 35.15

3. All annual leave not used in the first five years of service shall be converted to paid leave hours and all terminal leave earned during the calendar year in which an employee has completed five years of service and prior to his inclusion into the paid leave program shall be converted to paid leave hours.

Section 7. With the approval of the Director of Finance, and subject to the provisions of collective bargaining agreements, permanent full-time employees may purchase up to 160 hours of leave. This sale is subject to an annual determination by the Director of Finance who, after receiving requests, may limit the number of hours to be sold. The Director of Finance may

develop reasonable rules and regulations not in conflict with this chapter governing the purchase of leave.

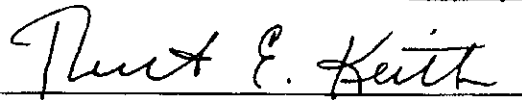
Section 8. In order to reduce the amount of the City's future terminal liability, permanent full-time employees, who are not members of a bargaining unit, who have accrued over 2080 leave hours may have the option to purchase up to 50% of the hours in excess of 2080. This sale is subject to an annual determination by the Director of Finance who, after receiving requests, may limit the number of hours to be sold. Terminal liability shall include only those hours which an employee would have been entitled to receive if separation or termination from employment had occurred as of December 31 of the prior year.

Section 9. That Council hereby repeals Ordinance No. 73-2003 which made an exception to §35.09(A) of the City of Akron Code of Ordinances in order to comply with the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended.

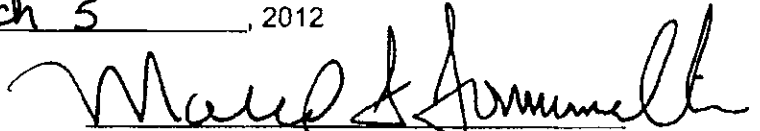
Section 10. Commitments contained in existing collective bargaining agreements with Civil Service Personnel Association, Local #1360 of the American Federation of State County and Municipal Employment, Akron Firefighters Association, Local #330, and Fraternal Order of Police, Lodge #7, remain in effect.

Section 11. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare so that employee compensation should be effective at the earliest possible time, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed March 5, 2012

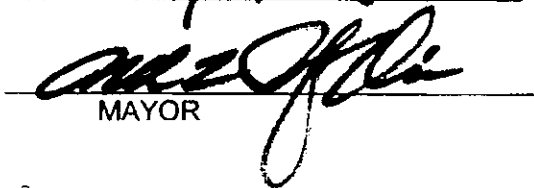


Clerk of Council



President of Council

Approved March 9, 2012



MAYOR

Corie Cook
Mayor's Office
Muni Court - Clerk, Library
Prosecutor's Office
Akron Law Library
University Law Library
MCC
Finance
Kim Kuchnick, Clerk + Admin³⁸

Budget and Finance

CBC/JMC/krr

5/18/12

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SYP

Offered by Mayor Plusquellic

ORDINANCE NO. 169-2012 amending and/or supplementing Ordinance No. 16-2009 for those permanent full-time bargaining unit members of the Civil Service Personnel Association, Inc. (C.S.P.A.) bargaining unit; approving changes in benefits; and declaring an emergency.

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

Section 5. That Ordinance No. 16-2009, passed January 12, 2009, which provided for major medical benefits and life insurance for those active permanent full-time bargaining unit members in the Civil Service Personnel Association, Inc., and the same is hereby, amended and/or supplemented to read as follows:

A. Hospitalization Insurance for active permanent full-time City employees and their dependents (including children of divorced employees), retired employees and their dependents (including children of divorced retirees), and for spouses of deceased active permanent full-time employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired since April 1, 1972, and their dependents (including children of divorced retirees).

B. Surgical and medical benefits for active permanent full-time City employees, retired employees, and their dependents (including children of divorced employees or retirees), and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees). For those active employees and dependents (including children of divorced employees) within the C.S.P.A., an in-hospital doctors' visits schedule of \$30.00 for the first day of confinement and \$25.00 for the next 119 days of confinement, not to exceed \$3,005.00 per confinement.

1) ~~Effective February 1, 1998,~~ Coverage for out-patient treatment for mental and nervous disorders shall be covered at eighty percent (80%) of the reasonable and customary charge per visit, for a maximum of 12 visits per policy year.

2) For those active employees within the C.S.P.A. bargaining unit and dependents (including children of divorced employees), the surgical fee schedule shall be an \$11.00 conversion factor.

C. Out-Patient, laboratory and X-ray insurance as follows:

2012

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1. In the amount of \$750.00 for active permanent full-time City employees and their dependents (including children of divorced employees). Pap smears shall be an eligible expense.

2. In the amount of \$750.00 for retired employees and their dependents (including children of divorced retirees), and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees).

3. \$100.00 maximum per year for routine physicals for active employees and their dependents.

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

1. ~~Effective February 1, 1997~~ ^aA \$3,000,000.00 life-time limitation for those City employees and their dependents (including children of divorced employees), included in the Akron Nurses Association bargaining unit, having deductible features of \$100.00 per individual and \$200.00 per family. Inoculations are an eligible expense.

2. ~~Effective February 1, 1997~~ fFor active full-time permanent employees only, radial keratotomy shall be included as a covered expense, with a maximum limitation of \$3,000.00 to include pre-operation evaluation.

3. ~~Effective February 1, 1998~~ fFor active permanent full-time employees only, all other refractive surgery that is approved by the Food and Drug Administration, shall be included as a covered expense, with a maximum limitation of \$3,000.00, to include pre-operation evaluation.

4. Life-time coverage is limited to one (1) refractive surgery per eye.

5. A \$1,500,000.00 life-time limitation for retired employees and their dependents (including children of divorced retirees), and for spouses of deceased active employees who have died since April 1, 1972, and their dependents (including children of divorced employees), and for spouses of deceased retired employees who have retired after April 1, 1972, and their dependents (including children of divorced retirees).

- a. The deductible feature for retirees shall be \$100.00 per individual and \$200.00 per family.

E. EFFECTIVE JULY 1, 2012, PERMANENT FULL-TIME BARGAINING MEMBERS SHALL PAY MONTHLY PREMIUMS FOR HEALTH CARE INSURANCE IN THE AMOUNT OF \$20.00 PER MONTH FOR INDIVIDUAL COVERAGE AND \$40.00 PER MONTH FOR FAMILY COVERAGE, ON A PRE-TAXED BASIS.

EF. Life Insurance for active full-time employees and retirees as follows:

1. Effective January 1, 2000, for C.S.P.A. members life insurance in the amount of \$50,000.00 and \$50,000.00 accidental death and dismemberment per covered individual.
2. C.S.P.A. members who retired:
 - a. Prior to December 1, 1977 - \$2,000.00
 - b. On or after December 1, 1977 - \$4,000.00
 - c. On or after May 1, 1985 - \$15,000.00 for the first year of retirement, thereafter \$7,500.00.
 - d. On or after April 1, 1988, - \$18,000.00 for the first year of retirement, thereafter \$9,000.00.
 - e. On or after April 1, 1989 - \$20,000.00 for the first year of retirement, thereafter \$10,000.00.
 - f. On or after April 1, 1990 - \$22,000.00 for the first year of retirement, thereafter \$11,000.00.
 - g. On or after April 29, 1991 - \$25,000.00 for the first year of retirement, thereafter \$12,500.00.
 - h. On or after January 1, 1992 - \$27,000.00 for the first year of retirement, thereafter \$13,500.00.
 - i. On or after January 1, 1993 - \$29,000.00 for the first year of retirement, thereafter \$14,500.00.

j. On or after January 1, 1994 - \$32,000.00 for the first year of retirement, thereafter \$16,000.00.

k. On or after January 1, 1995 - \$34,000.00 for the first year of retirement, thereafter \$17,000.00.

l. On or after January 1, 1996 - \$36,000.00 for the first year of thereafter \$18,000.00.

m. On or after January 1, 1997 - \$40,000.00 for the first year of retirement, thereafter \$20,000.00.

n. On or after January 1, 1998 - \$43,000.00 for the first year of retirement, thereafter \$21,500.00.

o. On or after January 1, 1999 - \$46,000.00 for the first year of retirement, thereafter \$23,000.00.

p. On or after January 1, 2000 - \$50,000.00 for the first year of retirement, thereafter \$25,000.00.

FG. ~~Effective January 1, 2008, a~~ **A** prescription plan for permanent full-time employees in the C.S.P.A. bargaining unit and their dependents (including children of divorced employees) as follows:

(1) Prescriptions filled at a participating ~~"Retail 34"~~ **RETAIL** pharmacy are for immediate medicine needs or short-term and will be subject to the following co-payment structure ~~for a maximum 34 day supply:~~

(a) Generic prescription - \$4.00 per prescription.

(b) Formulary (preferred) brand name prescription - \$8.00 per prescription.

(c) Non-formulary (non-preferred) brand name prescription - \$25.00 per prescription.

~~(2) Prescriptions filled at a participating "Retail 90" or "Caremark Mail Service" pharmacy are for long term medicine needs and will be subject to the following co-payment structure for a maximum 90 day supply:~~

~~(a) Generic prescription - \$2.00 per prescription.~~

~~(b) Formulary (preferred) brand name prescription - \$4.00 per prescription.~~

~~(c) Non-formulary (non-preferred) brand name prescription - \$20.00 per prescription.~~

(2) EFFECTIVE JUNE 1, 2012, ELIGIBLE FULL-TIME BARGAINING UNIT MEMBERS AND THEIR DEPENDENTS SHALL BE REQUIRED TO PAY ACCORDING TO THE FOLLOWING SCHEDULE FOR MAIL ORDER AND THE RETAIL 90-DAY PROGRAM:

(a) GENERIC PRESCRIPTIONS - \$8.00 PER PRESCRIPTION.

(b) FORMULARY (PREFERRED DRUG) BRAND NAME PRESCRIPTION - \$16.00 PER PRESCRIPTION.

(c) NON-FORMULARY (NON-PREFERRED DRUG) BRAND NAME PRESCRIPTION - \$50.00 PER PRESCRIPTION.

- (3) Over-the-counter prescriptions for the proton pump inhibitor drug, *Prilosec*[™] OTC, and the non-sedating antihistamine drug, Claritin®, may be filled at participating ~~"Retail-34"~~ **RETAIL** pharmacies at the generic co-payment amount (\$4.00 per prescription) with a valid prescription.

GH. Dental insurance as follows:

1. For City employees and their dependents (including children of divorced employees), included in the Akron Nurses Association bargaining unit, said plan shall be on a non-contributory basis. Said plan shall have a no deductible feature, and Class I, II, III, and IV services based on a usual, customary, and reasonable plan, with Class I based upon 100 percent, Class II based upon 100 percent, Class III based upon 60 percent, and Class IV based upon 60 percent, with an aggregate \$1,500.00 annual maximum and a \$2,500.00 life-time maximum on orthodontia.

HI. For active employees and their dependents (including children of divorced employees), included in the C.S.P.A., Inc. bargaining unit, a vision care plan:

1. Effective February 1, 1994, retirees shall be included in the vision care plan.
- a. Effective January 1, 1997, spouses and dependents of retirees shall be included in the vision care plan.

IJ. Effective February 1, 2009, a hearing care plan shall be established for active permanent full-time employees in the C.S.P.A., Inc. bargaining unit (excluding spouses and dependents) as follows:

1. Audiometric examinations shall be covered at 100% (no deductible) for a maximum of \$40.00 per examination. This coverage shall be limited to one Audiometric examination per 36 month period.

2. Hearing aid coverage, to include hearing aid evaluation, hearing aid device, and conformity evaluation, shall be covered at 80% (after deductible) up to a combined maximum reimbursement of \$1,500.00 per ear. This coverage shall be limited to one hearing aid and related evaluations per ear per 36 month period.

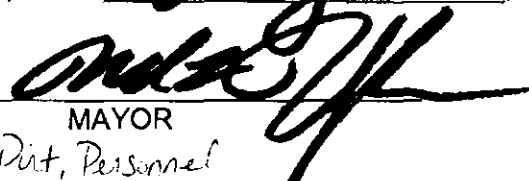
Section 6. That this ordinance is hereby declared to be an emergency measure for the immediate preservation of public peace, health, safety and welfare for the reason that these adjustments in benefits should become effective at the earliest possible moment in order to implement the changes agreed upon by the members of the Civil Service Personnel Association, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed May 21, 2012


Clerk of Council


President of Council

Approved May 30, 2012


MAYOR
C. Pitt, Personnel
T. Denton, Benefits

Budget and Finance

Substituted Offered
as an Amendment

July 22, 2019

RECEIVED

10 - 1

(Milkovich)
(NEAL, HOCH ABSTAINED)

Offered by: MAYOR HARRIGAN

2019 JUL 22 PM 6:43

AKRON CITY COUNCIL

ORDINANCE NO. 239 -2019, amending and/or supplementing Ordinance No. 11-2011 and Ordinance No. 17-2016, approving the agreements between the Fraternal Order of Police Akron Lodge #7, Local #1360/Ohio Council 8 of the American Federation of State, County and Municipal Employees, and the Civil Service Personnel Association, Inc. bargaining units, and the City of Akron regarding changes in health care benefits; providing for these changes to apply to the health care benefits for all eligible employees in the non-bargaining, management, and unclassified job classes, all in furtherance of the Mayor's commitment to attract and retain qualified employees and ensure a stable and productive workforce while implementing policies that will save taxpayer dollars, by providing competitive and fair health benefits for eligible employees; authorizing the Director of Finance to fund these benefits; and declaring an emergency.

WHEREAS, the bargaining units of the Fraternal Order of Police Akron Lodge #7) and Local #1360/Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), and the Civil Service Personnel Association, Inc. bargaining units have reached an agreement with Mayor Horrigan regarding changes to the health care plan; and

WHEREAS, the memberships of the two Unions have met and voted to ratify the agreement; and

WHEREAS, to maintain parity between all eligible employees, Mayor Horrigan has determined to apply these changes to the health care benefits for eligible employees in the non-bargaining, management, and unclassified job classes as well; and

WHEREAS, the proposed changes to the health care plan will save the City money and allow the City to provide across-the-board wage increases for eligible employees and implement policies that comply with the Patient Protection and Affordable Care Act.

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

Section 1. That the agreements between the City of Akron and the Fraternal Order of Police Akron Lodge #7, and Local #1360/Ohio Council 8 of the American Federation of State, County and Municipal Employees, and the Civil Service Personnel Association, Inc. regarding the proposed changes to the City's health care plan, as set forth in the attached Exhibit A, be and are hereby approved, such changes to be effective on or after August 1, 2019.

Section 2. That the proposed changes to the City's health care plan, as set forth in the attached Exhibit A, shall apply to the health care plan for all eligible City employees in the non-bargaining, management, and unclassified job classes, such changes to be effective on or after August 1, 2019.

Section 3. That all provisions of Ordinance No. 11-2011 and Ordinance No. 17-2016 not modified herein shall remain in full force and effect.

Section 4. That the Director of Finance be and is hereby authorized to fund the health care plan as provided for in Sections 1-3 herein, and to make payments for these benefits from the appropriate account or accounts.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare so that employee benefits changes and cost saving measures may be effective at the earliest possible time, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed July 29, 2019


Clerk of Council


President of Council

Approved 7/31, 2019


MAYOR

RECEIVED
2019 JUL 12 PM 1:52
AKRON CITY COUNCIL

City of Akron

Medical and Prescription Drug Benefit Tentative Agreement [TA]

	Current 2019 Benefit Plan		2020 Benefit Plan [TA]		2021 Benefit Plan [TA]	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Paladina Direct Primary Care	N/A		Paladina Direct Primary Care		Paladina Direct Primary Care	
Flexible Spending Account	N/A		Implement Health Care and Dependent Care Spending Accounts		Implement Health Care and Dependent Care Spending Accounts	
Medical						
Benefit Period	January 1st through December 31st		January 1st through December 31st		January 1st through December 31st	
Dependent Age Limit	Age 26 - Removal upon End of Month		Age 26 - Removal upon End of Month		Age 26 - Removal upon End of Month	
Plan Maximum	Unlimited		Unlimited		Unlimited	
Benefit Period Deductible - Single/Family (Embedded)	\$125/\$250	\$250/\$500	\$150/\$300	\$300/\$600	\$150/\$300	\$300/\$600
Deductible Credit	Not Included		Not Included		Not Included	
Common Accident	Not Included		Not Included		Not Included	
Coinsurance	80%	70%	80%	70%	80%	70%
Coinsurance Out of Pocket Maximum (including Deductible) - Single/Family Physician/Office Services	\$775/\$2,325	\$1,550/\$4,650	\$1,500/\$3,000****	\$3,000/\$6,000****	\$1,500/\$3,000****	\$3,000/\$6,000****
Office Visit - PCP	\$15 Copay	70%*	\$15 Copay	70%*	\$15 Copay	70%*
Office Visit - Specialist	\$25 Copay	70%*	\$40 Copay	70%*	\$40 Copay	70%*
Telemedicine Visit	†\$15 Copay	N/A	†\$15 Copay	N/A	†\$15 Copay	N/A
Allergy Testing and Treatments	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Immunizations (Non ACA) (Travel-related immunizations N/C)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Preventive Care						
Health Care Reform Preventive Benefits	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
Health Care Reform Preventive Benefits for Women	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
Routine Adult Physical Exams/Immunizations (1 per benefit period)	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
ACA Routine Well Child Exams/Immunizations						
Routine Gynecological Care Exams (1 per benefit period)	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered
Routine Mammograms						
Pap Test (1 per benefit period)						
Endoscopic Services						
Laboratory/X-rays						
Emergency Medical Care						
Emergency Room (Facility and Physician Services)	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**	\$125 Copay**
Non-Emergency Care in ER (Facility and Physician Services)	\$125 Copay/80%	\$125 Copay/70%	\$200 Copay/80%	\$200 Copay/70%	\$200 Copay/80%	\$200 Copay/70%
Emergency Use of Ambulance	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Non-Emergency Use of Ambulance	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Urgent Care Provider	\$45 Copay	70%*	\$45 Copay	70%*	\$45 Copay	70%*
Inpatient Services						
Hospital Room & Board and Ancillaries	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Physician Medical Care Visits	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Professional Services (Anesthesia, Consultations)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Maternity (subscriber, spouse & dependent coverage)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Newborn Care	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Skilled Nursing	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period
Outpatient Services						
Diagnostic Lab, X-Ray, and Medical Tests	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Diabetic Education and Training	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Surgical Services (Surgery, Anesthesia, Assistant Surgeon)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible

Medical and Prescription Drug Benefit Tentative Agreement [TA]

	Current 2019 Benefit Plan		2020 Benefit Plan [TA]		2021 Benefit Plan [TA]	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Oral Surgical Services (Surgery, Anesthesia, Assistant Surgeon)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Home Health Care	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period
Outpatient Therapy						
Cardiac Rehabilitation	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chemotherapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Radiation Therapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Dialysis Treatments	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chiropractic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Physical Therapy/Occupational Therapy (25 visit combined maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Speech Therapy (12 visit maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse Services						
Inpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Outpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Other Services						
Acupuncture	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Durable Medical Equipment and Supplies (includes wheelchair reupholstery, wigs, over the counter foot orthotics, and joint stockings)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Hospice	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Private Duty Nursing	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
TMJ	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Weight Loss Surgical Services***	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Organ Transplant	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Drugs and Biologicals	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
In Vitro Fertilization and Artificial Insemination	80% after deductible;	70% after deductible;	80% after deductible;	70% after deductible;	80% after deductible;	70% after deductible;
	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.	Coinsurance does not apply towards the OOP max; Limited to \$6,800 lifetime max.
**Radial Keratotomy (Employee Only)	80% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.	70% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.	80% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.	70% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.	80% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.	70% after deductible; \$1,500 max per eye; \$3,000 lifetime max, including anesthesia and assistant surgeon.
Hearing Benefit						
Exam (1 per rolling 36 months)	100%		100%		100%	
Hearing Aid, Evaluation, Conformity (1 each/rolling 36 months)	80% after deductible		80% after deductible		80% after deductible	

Medical and Prescription Drug Benefit Tentative Agreement [TA]

	Current 2019 Benefit Plan		2020 Benefit Plan [TA]		2021 Benefit Plan [TA]	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Prescription Drug**						
Deductible	None		None		None	
Retail (34-day supply)						
Prilosec and Claritin OTC with a prescription	Generic Copay	N/A	Generic Copay	N/A	Generic Copay	N/A
Generic	\$5	N/A	\$10	N/A	\$10	N/A
Preferred Brand	\$15	N/A	\$20	N/A	\$20	N/A
Non-Preferred Brand	\$35	N/A	\$40	N/A	\$40	N/A
Specialty	Applicable tier copay	N/A	\$50	N/A	\$50	N/A
Nexium	\$100	N/A	\$100	N/A	\$100	N/A
ED Drugs: Cialis**	-	N/A	\$50		\$50	
Mall Order/Retail (90-day supply)						
Generic	\$10	N/A	\$20	N/A	\$20	N/A
Preferred Brand	\$30	N/A	\$40	N/A	\$40	N/A
Non-Preferred Brand	\$70	N/A	\$80	N/A	\$80	N/A
Nexium	\$200	N/A	\$200	N/A	\$200	N/A
Maintenance Choice	N/A - Retail 90	N/A	Mandatory Maintenance Choice	N/A	Mandatory Maintenance Choice	N/A
Formulary	Standard Control Opt Out	N/A	Advanced Control Formulary*	N/A	Advanced Control Formulary*	N/A
Erectile Dysfunction Drugs: Quantity Limit	10 pills for 30 days	N/A	10 pills for 30 days	N/A	10 pills for 30 days	N/A
Medical and Prescription Drug Overall Out of Pocket Maximum¹						
Single/Family	\$7,350/\$14,700	Unlimited	\$1,500/\$3,000	\$3,000/\$6,000	\$1,500/\$3,000	\$3,000/\$6,000

¹ In compliance with cost-sharing limits of the Affordable Care Act.

* After Deductible

** Copay waived if admitted

*** Current criteria to qualify for surgery will remain unchanged.

**** Out-of-Pocket Maximum will include copays and Rx copays in addition to coinsurance and the deductible.

† Currently available through carrier at specific providers only - Cleveland Clinic.

†† Covers radical keratotomy, keratoplasty, Lasik and other surgical procedures to correct refractive defects.

* Includes Advanced Control Specialty Formulary.

** Copay for Cialis will be \$50. If it meets medically necessary criteria, it reverts to applicable tier on copay structure.

Note: Network services with copayments are not subject to deductible and/or coinsurance. Except for Emergency Room Services, non-network services are subject to deductible and non-deductible coinsurance.

Plans will have an embedded deductible: One individual must meet the single deductible. Two or more can meet a family deductible.

City of Akron
 Union Negotiations TA | May 2019
 Medical and Prescription Drug Contributions TA

MEDICAL/RX CONTRIBUTIONS

Per Pay Contributions (48 pays)

	<u>Enrollment</u>	<u>2019 FIEs</u>	<u>Current</u>	<u>Effective 8/1/2019</u>	<u>Effective 1/1/2020</u>	<u>Effective 1/1/2021</u>
Single	460	\$173.25	\$7.50	\$10.00	\$13.75	\$15.00
Family	1,312	\$455.91	\$15.00	\$20.00	\$27.50	\$30.00
	<u>1,772</u>					

Monthly Contributions

	<u>Enrollment</u>	<u>2019 FIEs</u>	<u>Current</u>	<u>Effective 8/1/2019</u>	<u>Effective 1/1/2020</u>	<u>Effective 1/1/2021</u>
Single	460	\$692.99	\$30.00	\$40.00	\$55.00	\$60.00
Family	1,312	\$1,823.65	\$60.00	\$80.00	\$110.00	\$120.00
	<u>1,772</u>					

**FIEs are Fully-Insured Equivalent Rates.*

BUDGET & FINANCE

July 22, 2022

RECEIVED

2022 JUL 22 PM 2:33

AKRON CITY COUNCIL

12-0
Kammer absent

Offered by: MAYOR HARRIGAN

ORDINANCE NO. 2206 -2022 authorizing an agreement between the CSPA bargaining unit and the City of Akron regarding employee wage increases and benefit changes through calendar year 2024; and declaring an emergency.

WHEREAS, the bargaining unit of CSPA has reached agreement with Mayor Horrigan and the City of Akron regarding employee wage increases and benefit changes; and

WHEREAS, the membership of CSPA has met and voted to ratify this agreement.

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

Section 1. That the Mayor or his designee is hereby authorized to enter into an agreement or agreements with the CSPA bargaining unit amending the current agreement and extending it from January 1, 2022 through December 31, 2024.

Section 2. That the agreement providing for wage increases between the Mayor and CSPA be and is hereby approved as follows:

Effective January 2, 2022 – 4% increase for all bargaining unit members.

Effective January 1, 2023 – 4% increase for all bargaining unit members.

Effective December 31, 2023 – 3% increase for all bargaining unit members.

Section 3. That the agreement providing for changes to employee contributions to health insurance between the Mayor and CSPA be and is hereby approved as follows:

Effective January 1, 2023 – Employee contribution increases to 9% of COBRA, capped at \$65 per month for single and \$160 per month for family.

Effective December 31, 2023 – Employee contribution increases to 10% of COBRA, capped at \$70 per month for single and \$180 per month for family.

Section 4. That the Director of Finance be and is hereby authorized to fund the adjustments in employee wage increases and health insurance contribution modifications as provided for in Sections 1, 2, and 3 of this ordinance and to make such payments from the appropriate account or accounts.

Section 5. That the Mayor, Director of Finance, Director of Law, and other City officials, as appropriate, be and are hereby authorized to prepare, execute, ratify, certify, and/or furnish other such documents and to take any other actions, including the

appropriation/expenditure of funds, as are necessary, and/or which are incidental, to enter into and establish the terms and conditions of the agreement(s) referred to in this ordinance, and to generally carry out the purposes of this ordinance.

Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare so that these adjustments in employee compensation and the agreement made between the Mayor and CSPA may be effective at the earliest possible time and because certain provisions of the agreement are retroactively effective, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

Passed July 25, 2022

Wanda R. Biviano
Clerk of Council

Shay Simmell
President of Council

Approved 7/28, 2022

[Signature]
MAYOR