

COLLECTIVE BARGAINING AGREEMENT

ADDENDUM NUMBER ONE

This Addendum Number One made this 21st day of March, 2015 and effective July 1, 2014, by and between the Board of Mahoning County Commissioners, the Mahoning County Sheriff, Jerry Greene (collectively "Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") representing the Gold Unit of the Mahoning County Sheriff's Office.

WHEREAS, the parties entered into a Collective Bargaining Agreement ("CBA") effective July 1, 2013 through June 30, 2016.

WHEREAS, the above referenced CBA contained a reopener clause on certain articles.

WHEREAS, the parties engaged in negotiations on certain contractual provisions subject to reopener under the original CBA in 2014.

WHEREAS, the parties resolved certain contractual provisions and reached impasse on others.

WHEREAS, the parties engaged in the conciliation process before Conciliator Harry Graham on the issues at impasse.

WHEREAS, Conciliator Graham issued a decision on December 16, 2014.

WHEREAS, the parties now desire to supplement the original CBA with the provisions that were reopened and resolved.

NOW THEREFORE, the parties agree as follows:

1. Article 19 Overtime, Sections 19.01 and 19.02 shall be amended to read as follows:

Section 19.01 For all overtime hours, except those accrued on Holidays, overtime shall be paid at the rate of one and one-half (1½) times a rate determined by dividing the employee's base pay by 2,080 hours. All bargaining unit employees shall be compensated at such rate for all hours worked over in a workday or, in excess of hours in any workweek. At the employee's option, the employee may be compensated with compensatory time. Compensatory time will be accumulated at employee's request. There will be no limit/cap on the number of compensatory hours that may be accumulated by an employee.

Section 19.02 For all overtime hours accrued on Holidays worked under Article 20, overtime shall be paid at the rate of two and one-half ($2^{1/2}$) times a rate determined by dividing the employee's base pay by 2,080 hours. All bargaining unit employees shall be compensated at such rate for all hours over on a Holiday workday. At the employee's option, the employee may be compensated with compensatory time. Compensatory time will be accumulated at employee's request. There will be no limit/cap on the number of compensatory hours that may be accumulated by an employee.

2. **Article 20** Holidays, Section 20.02 shall be amended to read as follows:

Section 20.02 Any bargaining unit employee who is required to work on any of the holidays set forth in Article 20, Section 20.01 hereof shall receive an hourly rate of pay which is $2\frac{1}{2}$ times the employee's regular hourly rate of pay for all hours worked on said holiday. Any employee who earns overtime while working on any Holiday referenced in Section 20.01 above shall be paid in accordance with Section 19.02 only.

3. **Article 23**, Longevity shall be deleted and removed from the contract effective July 1, 2014. In its place, each member, upon the completion of the required length of continuous full-time service as an employee of the Mahoning County Sheriff's Office, shall have the amounts of stipend referenced in Article 35 Compensation added to their hourly rate of pay.

4. **Article 35**, Compensation. The parties agree that each member, upon the completion of the required length of continuous full-time service as an employee of the Mahoning County Sheriff's Office, shall have the following amounts of stipend added to the hourly rate of pay previously identified in Article 35 Compensation:

Upon the completion of year 12 -	\$0.75 per hour
Upon the completion of year 15 -	\$1.03 per hour
Upon the completion of year 18 -	\$1.21 per hour
Upon the completion of year 21 -	\$1.66 per hour
Upon the completion of year 24 -	\$1.88 per hour
Upon the completion of year 27 -	\$2.10 per hour
Upon the completion of year 30 -	\$2.17 per hour

The parties further agree that the following language shall be deleted from Article 35 "A sergeant's base pay shall be 21% above the base pay of the Deputy Sheriffs. Wage rates shall reflect a 15% rank differential between the base pay of Sergeant's for all ranks above the rank of Sergeant."

In its place, the parties agree to following provision: "The parties agree that in the event members of the Blue Unit are given across the board increases in their base salaries, members of this Unit will receive the same increases as well.

5. Article 54 Duration and Appendix A, shall be deleted from the contract.
6. The changes set forth in this addendum are effective July 1, 2014.
7. In all other respects, the terms of the CBA are not modified.
8. This addendum shall be binding and inure to the benefit of the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have caused their signature to be affixed hereto on the _____ day of _____, 2015.

Mahoning County, Ohio

By: 
Sheriff Jerry Greene

Date: 3-16-15

By: 
Commissioner David Ditzler
Board of Mahoning County Commissioners

Date: 3-26-15

By: 
Commissioner Carol Rimedio-Nighetti
Board of Mahoning County Commissioners

Date: 3-26-15

By: 
Commissioner Anthony Traficanti
Board of Mahoning County Commissioners

Date: 3-26-15

Fraternal Order of Police, Ohio Labor Council, Inc.

By: Charles Choate
Charles Choate
Staff Representative

Date: 10 MAR '15

Gold Unit Negotiating Committee

By: Sgt. Steven Lindow
Sgt. Steven Lindow

Date: 3-16-15

By: Lt. David Stewart
Lt. David Stewart

Date: 3/11/2015

By: Captain Steven Szekely
Captain Steven Szekely

Date: 3-11-15

APPROVED AS TO FORM
Anna O. Bucher
ASST. PROB. ATTY.

DATE 3/17/2015

RESOLUTION
RES 15-03-035

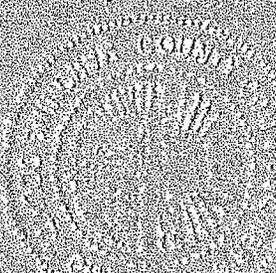
BE IT RESOLVED, that upon the recommendation of Jerry Greene, Mahoning County Sheriff, the Board of Mahoning County Commissioners does hereby approve the Addendum Number One to the Collective Bargaining Agreement between the Fraternal Order of Police, Ohio Labor Council Inc., representing the Gold Unit employees, the Mahoning County Sheriff's Office and the Board of Mahoning County Commissioners.

BE IT FURTHER RESOLVED, that a copy of said Addendum Number One to the Gold Unit Collective Bargaining Agreement is on file in the office of the Mahoning County Commissioners, 21 W. Boardman Street, 2nd Floor, Youngstown, OH 44503.

It was moved by Mrs. Rimedio-Righetti, and seconded by Mr. Ditzler, that the foregoing Resolution be approved this 26th day of March, 2015.

Roll call voting resulted:	Mr. Ditzler:	aye
	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 26th day of March, 2015.




ANTHONY T. TRAFICANTI
PRESIDENT OF THE BOARD

ATTEST:


NANCY M. LABOY,
CLERK OF THE BOARD

IR VOL. 103, PAGE 188-189

cc: Auditors
Human Resources
Sheriff's Office