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CITY OF YOUNGSTOWN

AND THE

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (IAFF)
LOCAL 312**

CASE # 2011-MED-06-0889

Effective September 1, 2011

through

August 31, 2014

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PREAMBLE/PURPOSE

Section 1. This Agreement is made between the City of Youngstown (hereinafter referred to as the "City") and Local 312 of the International Association of Firefighters, AFL-CIO-CLC (hereinafter referred to as the "Union"). This Agreement is intended to formalize the understandings reached by the negotiating committees of the City and the Union.

Section 2. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and its firefighter employees.

Section 3. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be subject to such negotiations. Any negotiated changes to be effective and incorporated in this Agreement must be in writing and signed by the parties.

ARTICLE 1 RECOGNITION/REPRESENTATION

Section 1. The City hereby recognizes Local 312 of the International Association of Firefighters, AFL-CIO-CLC, as the sole and exclusive bargaining agent for all sworn firefighters employed by the City, except for the Fire Chief, for the purpose of collective bargaining about any and all matters relating to wages, hours, and terms and conditions of employment.

Section 2. There shall be a maximum of two (2) stewards per turn to represent bargaining unit members. The Union will supply the City with the names of all stewards and keep this list of names current at all times. The investigation and writing of grievances may be done on City time. However, this investigation and writing shall not take precedence over normally scheduled work duties or any emergency, nor shall a steward leave his quarters for the purpose of investigating and writing a grievance. Any other Union activity on City time is subject to City approval.

Section 3. Union Time. The City will allow up to ninety-six (96) hours paid time off per calendar year for Union officials to conduct Union business and/or attend Union sponsored functions. The Fire Chief and Turn Commander must be given notification of time requested under this provision no less than seventy-two (72) hours prior to use; otherwise the Fire Chief may deny the use of Union time off.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Neither the City, its agents, agencies, or officials, nor the Union, its agents or officers, will discriminate against any firefighter on the basis of age, sex, marital status, race, color, religion, national origin, military status, political affiliation, or disability as provided under state or federal law.

Section 2. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of or because of membership in

the Union. There shall be no interference with the right of employees to become members or to continue as members of the Union.

Section 3. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 3
NO STRIKE/NO LOCKOUT

Section 1. There shall be no strikes, work stoppages, interruptions or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

Section 2. There shall be no lockouts.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Except as restricted by the terms and conditions of the collective bargaining agreement, the City retains the following rights and responsibilities.

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The parties specifically agree and understand that the Youngstown Civil Service Commission has no jurisdiction to resolve disputes arising out of the interpretation or application of this collective bargaining agreement. Appeals of management's actions to suspend, discipline,

demote, or discharge for just cause may be processed through the grievance procedure as outlined in this Contract.

ARTICLE 5
UNION MEMBERSHIP/CHECK-OFF/ACTIVITY

Section 1. All firefighters shall be eligible to become members of the Union and to retain such membership.

Section 2. Dues Deduction. The City, pursuant to law, will deduct monthly dues, assessments, and initiation fee as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Firefighters Union. The deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The City will deduct back Union dues upon obtaining an employee signature on an authorization card specifically for this purpose. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 3. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees including, but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the City shall deduct Union membership dues and initiation fees levied by the Union from the pay of each employee. The deduction shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 4. After the commencement of employment, employees not electing to hold membership in the Union will, as a condition of employment, pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

ARTICLE 6
SEVERABILITY, LEGALITY, & MID-TERM BARGAINING

Section 1. It is the intent of the City and the Union that this Contract and its various provisions shall be effective and carried out in accordance with applicable law. If any provision or part of this Contract is found to be illegal, contrary to law, and unenforceable by a court or by any tribunal of competent jurisdiction having authority to make that decision, that provision, article, or part of this Contract so held to be illegal shall alone be held null and void. The remainder of this Contract in all parts shall remain in full force and effect.

Section 2. In the event that any part of this Contract should be so found to be illegal or contrary to law, the City and the Union shall meet within fourteen (14) days of the finalization of the decision to discuss same and to determine whether a lawful alternative provision can be agreed upon. In the event this type of meeting should occur, the only matter to be discussed would be the question of a lawful alternate provision.

Section 3. Mid-Term Bargaining. If the City is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the City shall inform the Union of said proposed change within a reasonable period of time and open a dialogue with the Union concerning such change. The Fire Chief will retain final decision authority.

Section 4. Application of Civil Service Law. Unless otherwise provided for in this contract, the bargaining unit members shall retain all rights reserved to them under Civil Service Law and state statutes. The parties agree that to the extent that they have bargained over and reached agreement over a subject addressed in Ohio Civil Service Law, it is the intent of the parties that such subject shall be governed by the parties' agreement. Notwithstanding the foregoing, the parties agree that the conduct and grading of civil service examinations (as related to the Youngstown Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC, except as provided in Article 13.

ARTICLE 7 **BARGAINING UNIT SENIORITY**

Section 1. Definition. Bargaining unit seniority is computed as the length of accumulated, uninterrupted, full-time service as a sworn Youngstown firefighter with the Employer.

Section 2. A seniority roster shall be established showing each employee's length of service as a sworn Youngstown firefighter. The City shall post this roster in a conspicuous place in the Fire Department and shall update it at least every six (6) months.

Section 3. Seniority is broken by:

- A. A voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff within fourteen (14) days after notification to return by registered mail addressed to the employee's last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.

Section 4. An employee suspended for thirty-one (31) days or more does not accumulate seniority during the period of suspension. If through the grievance procedure the suspension is reduced or overturned, the employee's seniority shall not be affected.

ARTICLE 8
LABOR MANAGEMENT COMMITTEE

Section 1. Each of the parties acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibility under this Contract. The Union, its officers, representatives, and members are bound to observe the provisions of this Contract. The City, its officers, and representatives are bound to observe the provisions of this Contract.

Section 2. The parties agree to establish a Labor Management Committee (LMC) that will provide a forum for labor and management concerns. Through the LMC forum the parties will hopefully avoid disputes over the interpretation of contract language and discuss any new proposals for the organization and/or administration of the fire service, including changes in rules and regulations, standard operational procedures, and general orders.

Section 3. The Committee shall meet within fourteen (14) calendar days of the implementation of a proposed change. Notice to meet shall come from the Fire Chief's office no later than fourteen (14) calendar days prior to implementation.

Section 4. The Committee shall meet no less than once every six (6) months. The Committee shall be comprised of two (2) management designees, one of which shall be the Fire Chief and two (2) labor designees. In the event of a tie vote among the designees, the Mayor or his designee shall break the tie.

Section 5. Emergency changes shall be the subject of a Committee meeting within fourteen (14) calendar days after implementation.

Section 6. Either party may call for a meeting. When requested, a meeting shall convene within fourteen (14) calendar days.

ARTICLE 9
HEALTH & SAFETY COMMITTEE

Section 1. The Chief shall assign a Safety Officer for the department who shall coordinate safety meetings at least once a month. There shall be one (1) safety officer assigned to suppression at all times. Out-of-rank pay to the battalion chief's rate will be paid in the absence of the assigned safety officer.

Section 2. The City shall continue to provide each member assigned to suppression with their own personal mask for the Self-Contained Breathing Apparatus. The City also agrees to supply P.A.S.S. devices for each Self-Contained Breathing Apparatus unit.

Section 3. The City agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee.

Section 4. The City shall continue to provide Hepatitis B and C screenings and necessary inoculations to those employees desiring such. The Battalion Chief assigned as the department safety officer shall ensure that all personnel are immunized as stated herein and that they have

current CPR training. The Safety Chief shall maintain records for such, and shall develop a departmental exposure control plan.

Section 5. The City shall have available for emergency use twelve (12) sets of bunker coats/pants and helmets. All firefighters assigned to suppression shall have back-up gloves/hoods. An employee will suffer no loss in straight time pay if waiting on back up gear.

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1. Definition. A grievance is any dispute between an employee and the City or its representative involving an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. The applicable procedures of the contract will be followed for the settlement of grievances. Grievances shall be processed on the forms that appear in Appendix D of this agreement. If the deadline for acting within the grievance procedure falls on a non-business day, the applicable timeline shall be extended to the next business day.

Section 3. Procedure Generally. A grievance can be started by the employee or his representative starting at Step 1, or by the employee's representative starting at Step 2. Grievances must be initiated within fourteen (14) calendar days following the occurrence or the discovery of the occurrence giving rise to the dispute. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions regarding a dispute prior to the filing of the grievance.

Grievances involving discipline may be initiated at Step Three (3) of the grievance procedure. Grievances involving termination may proceed directly to arbitration subject to the applicable time limits.

It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10, and that specific provisions of this Contract are to be resolved through the procedures set out in Section 4117.10, excluding Civil Service from jurisdiction as to any specific contractual provisions.

Section 4. Procedure.

Step 1. If an employee has a dispute with the City, he may elect to discuss said matter with his immediate supervisor within five (5) calendar days of the triggering event. The supervisor shall respond to the employee within five (5) calendar days from the date that the grievance is discussed.

Step 2. If the employee is not satisfied with the response of the City given at Step 1, the employee or the Union can submit the grievance in writing to the Fire Chief or his authorized representative within fourteen (14) calendar days of the date of the Step 1 answer, or if the grievance was initiated at Step 2, within fourteen (14) calendar days of the triggering event.

All documents to be considered in Step 2 must be dated, appropriately signed, and timely filed.

When the Fire Chief receives the grievance, he or his authorized representative shall arrange a meeting with the grievant and/or the Union within fourteen (14) calendar days to discuss the grievance. The City shall render its decision in response to the grievance no later than seven (7) calendar days after the above-prescribed meeting. This decision must be in writing and signed by the Fire Chief or his authorized representative.

If the employee or the Union is not satisfied with the Chief's decision, they may process the grievance within fourteen (14) calendar days to the Mayor's designee or to any person designated as the City's representative by the Mayor.

Step 3. Mayor's Designee. Within fourteen (14) calendar days from the receipt of the grievance, the Mayor's designee shall either grant the remedy requested by the employee, deny the grievance, or hold a hearing to evaluate and decide the grievance. This hearing may be attended by the grievant and/or representative of the Union, the Fire Chief or his authorized representative, and a person designated to act for the City by the Mayor.

Should a hearing occur, within ten (10) calendar days, the Mayor's designee shall make a decision in writing and transmit a copy of same to the Union and the affected employee(s).

If the City fails to respond within the prescribed time limits at any point in the process, the grievance may be advanced to the next step in the grievance procedure.

Step 4. Arbitration. Within thirty (30) calendar days of the receipt of the decision of the Mayor's designee or within thirty (30) calendar days from the date the City's representative should have rendered a decision, the grievant may proceed to arbitration by notifying the City in writing. This appeal to arbitration is conditioned on the signed approval of the President of the Union.

Within ten (10) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the City or the Union may request a panel of arbitrators from the American Arbitration Association (AAA). Once AAA submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA. Each party may reject up to two (2) lists and request another list. The City agrees to pay the additional AAA administrative costs for requesting an initial list for arbitration (i.e., AAA cost—FMCS cost).

If the question of arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he then shall proceed to conduct a hearing on the merits.

The City shall furnish an appropriate room and facilities for the arbitration hearing, and if this involves costs, said costs shall be borne equally by the City and the Union. The arbitrator's fees and other expenses shall be borne by the loser of the arbitration, except that if the arbitrator renders a split decision, the arbitrator's fees and other expenses will be shared equally by the parties. The cost associated with the appearance of witnesses, attorney, the production of documents or other fees, whether they be for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

The arbitrator's decision shall be binding upon the City, the Union, and the grievant. The authority of the arbitrator shall be subject to the following limitations:

- A. The arbitrator shall have no power to add to, delete from, or modify any of the terms of this contract or to rule on any matters except when this contract is in full force and effect. The arbitrator shall have no power to establish language for this agreement or to change any existing wage rates or fringe benefits.
- B. The arbitrator shall have no authority to impose any obligations upon the City unless required by provision of this contract.
- C. All findings and decisions for back pay by the arbitrator shall be limited to the amount of wages that the employee would have earned from the City of Youngstown had he not been disciplined, and the actual monetary damages suffered by reason of the discipline, set-off, if any, shall be in accordance with law.

Section 5. Arbitration Timelines. All grievances shall be submitted to AAA within thirty (30) calendar days of the grievance being submitted for arbitration or the grievance will be considered untimely.

Section 6. Right to Union Representation. A Union representative or the Union attorney may be present at each step in the grievance procedure.

ARTICLE 11 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

- 1. Letter of instruction and cautioning.
- 2. Written reprimand.
- 3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
- 4. Suspension of record (i.e., paper suspension).
- 5. Fines (i.e., forfeiture of accrued leave).
- 6. Reduction in pay and rank.
- 7. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

The Employer shall initiate applicable disciplinary action within thirty (30) days of knowledge of the offense or completion of the investigation, as applicable.

Section 2. Violations of departmental rules, regulations, or SOPs, including but not limited to, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in pay and rank, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twenty-four (24) months
Suspensions, Fines, and Reductions	thirty-six (36) months

Discipline for drug and alcohol-related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24)/thirty-six (36) month provisions listed above and shall be considered in all future discipline for a period of ten (10) years.

ARTICLE 12 **PERSONNEL FILE**

Section 1. The City shall compile and maintain an official personnel file for each employee. This file shall be in the custody of the Fire Chief. The personnel file shall contain the name, address, social security number and other identifying information.

Section 2. Should a public records request for a personnel file be made, the City agrees to redact the employee's address and social security number.

Section 3. The employee shall have the right to inspect his file at any reasonable time in the presence of the Chief or his designee. No document shall be removed from the file without the consent of the Fire Chief.

Section 4. Copies of documents from the file shall be made available to the legal representative of the employee or through an authorized representative of the Union, upon the approval of the Fire Chief, which approval shall not be unreasonably denied.

Section 5. An employee shall have the right, after making a written request, to insert into his personnel file any legally proper material that he feels would tend to clarify statements made in documents in the file and to insert written counter statements as to those conclusions.

ARTICLE 13 **PROMOTIONS**

Section 1. Whenever the City determines that a vacancy in the promotional ranks exists, a request for a promotional appointment or a promotional examination, as applicable, will be submitted to the Civil Service Commission within fourteen (14) calendar days of such determination. The following criteria shall be used to determine eligibility for bargaining unit members seeking to fill promotional vacancies:

- A. **Lieutenants.** Any employee hired after September 1, 1995, must be a step six (6) employee to be eligible to take the Lieutenant promotional exam. Any employee hired after June 20, 2008, must be a step ten (10) employee to be eligible to take the Lieutenant promotional exam.
- B. **Inspector.** An employee must be a step one (1) employee or higher to be eligible to take the Inspector promotional exam. An internal employee who is promoted to an Inspector position shall advance one (1) step on the salary/wage schedule (Appendix A).

If there are no internal applicants for a promotional examination for Inspector, an open competitive exam for Inspector shall be requested and held for external applicants. External applicants will be hired at Step 1 of the Inspector salary/wage schedule.

A promoted or newly hired Inspector must obtain Inspector certification within eighteen (18) months of the date of appointment in order to be qualified to retain the position. A promoted employee will be returned to his former position if the certification is not timely obtained, without right of appeal, and provided he is qualified to perform the essential functions of the former position. A promoted employee not qualified to return to his former position or a newly hired employee who fails to timely obtain the required certification shall be terminated from employment without right of appeal.

- C. Chief Inspector. An employee must have one (1) year in rank as an Inspector to be eligible to take the exam for Chief Inspector.
- D. Captain. A Lieutenant shall have a minimum of one (1) year in rank to be eligible to take the test for Captain. Additionally, an Inspector must first have served a minimum of one (1) year in the rank of Lieutenant in suppression to be eligible to take the exam for Captain.
- E. Chief Fire Investigator. An employee must have served one (1) year in the Investigations Unit to be eligible to take the test for Chief Fire Investigator.
- F. Battalion Chief. An employee must have served one (1) year in the rank of Captain in the suppression division to be eligible to take the test.
- G. There shall be no practical testing for the Lieutenant's promotional examination. The City shall provide officer training for eligible candidates for Lieutenant and Battalion Chief within ninety (90) days of the certification of a new civil service promotional list.

Section 2. If a promotional eligibility list for a lower rank expires after the determination and declaration of a vacancy in the next higher rank, and prior to the completion of the examination/promotion process for the next highest rank, the expired list for the lower rank will be utilized once the promotion to the higher rank has occurred, and the Chief of Fire and the Mayor determine that a vacancy in the lower rank exists and is to be filled.

Section 3. Nothing herein shall preclude the Chief from being able to temporarily assign a firefighter to Inspection during any interim period where assistance within Inspection is determined necessary. Any firefighter so temporarily assigned shall not receive an increase in compensation but will remain eligible for call out for fire suppression services.

ARTICLE 14 **TRANSFERS**

Section 1. The parties agree that the following procedure will be used to fill vacancies through transfers of existing personnel.

Section 2. Posting. The City shall post initial vacancies within fourteen (14) calendar days of occurrence for fourteen (14) calendar days. Resulting vacancies must be anticipated.

Section 3. Filling Vacancies. The City will fill vacancies, using the request for transfer form on file in the Fire Chief's office, with the senior qualified employee having preference not less than seven

(7) days after the bid period. All newly promoted officers may be appointed to a company or unit at the discretion of the Chief.

Section 4. Changes in Hours. No employee shall have his hours of employment changed from forty (40) to fifty-one (51) or vice-versa more than once per year without mutual consent.

Section 5. Unrequested Change in Turns. Unrequested transfers between turns, including forty (40) hour employees, can only involve the least senior qualified employee(s).

Section 6. Operational Needs Transfers. Notwithstanding the procedure and limitations above, the Chief retains the right to transfer where:

- A. Special expertise, unsuitability or special needs of the department make an exception necessary.
- B. The employee has received any suspension during the previous twelve (12) months.

Section 7. Special Assignments. The assignment of personnel to special divisions, bureaus or units is left solely to the discretion of the Chief.

ARTICLE 15 **REDUCTION IN FORCE & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, 124.38, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Youngstown Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least seven (7) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force or layoff is to be made within the force, it shall occur by classification seniority within the affected classification. Classification seniority is computed as the length of accumulated, uninterrupted, full-time service of an employee within a specific classification in which a reduction in force or layoff is to occur. The member with the least amount of classification seniority shall be laid off first.

A bargaining unit member residing in a higher classification (e.g., captain, lieutenant, etc.) may utilize his bargaining unit seniority to displace a member with less bargaining unit seniority residing in a lower classification. Bargaining unit seniority, for the purposes of reduction and recall, is calculated in accordance with Article 7 of this Agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for three (3) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 16 **WAGES & SALARIES**

Section 1. Rates of Pay. Wage rates for bargaining unit members are listed in Appendix A and D.

Section 2. Memorandum of Understanding. The parties acknowledge and agree that there exists a ten (10) year memorandum of understanding (Appendix D) that stipulates that those hired after June 20, 2008, shall have ten (10) annual wage steps. (Wage steps will be listed under Appendix A with the rest of the wages for the department.)

ARTICLE 17 **INSURANCE BENEFITS**

Section 1. Health Insurance. The City of Youngstown shall continue to provide to each bargaining unit member and his family Anthem Blue Cross PPO (or a comparable health care coverage and benefits plan) medical, hospitalization and prescription insurance coverages.

Section 2. Vision/Dental Coverage. The City agrees to continue the program of providing single coverage for existing vision and dental insurance except that this benefit will be entirely funded and administered by the City, except as stated herein.

Section 3. Life/ADD Coverage. The City will continue the current life insurance (Travelers or comparable) of twenty thousand dollars (\$20,000) (active) and four thousand seven hundred fifty dollars (\$4,750) (retired).

The City agrees to continue to provide an additional accidental death and dismemberment insurance through the Police and Fire Fighters Insurance Association in the amount of twenty thousand dollars (\$20,000) for all active bargaining unit members.

The Union agrees to provide a bargaining unit member as an administrator of the accidental death and dismemberment insurance.

Section 4. Insurance Waiver. If any employee elects to refuse the coverage provided in Section 1, then that member shall be paid the premium saved by the City, not to exceed the amounts set forth below. Such election is contingent upon the employee documenting any and all existence of alternative health care coverage and executing a waiver of the City's group plan and further waiving any action for damages and reimbursement resulting from such election. Payment for those employees making such an election shall be one hundred and sixty-seven dollars and seventy-two cents (\$167.72) per month for the duration of this agreement, payable in monthly increments.

Section 5. Employee Contributions. Effective January 1, 2009, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed eighty dollars (\$80.00) per month for single and one hundred fifty dollars (\$150.00) per month for families. Any percentage exceeding the eighty dollars (\$80.00) or one hundred fifty dollars (\$150.00) contribution, as applicable, shall be paid entirely by the City.

Effective May 1, 2012, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage, not to exceed a cap of one hundred dollars (\$100.00) per month for single coverage and two hundred dollars (\$200.00) per month for family coverage.

Section 6. The City shall designate a full-time employee to act as a liaison between the Union and any insurance carrier for all insurance, workers' compensation, and injured on duty pay.

Section 7. The Union acknowledges the Employer's right to determine to provide coverage through a selected insurance provider, a consortium, to self-insure, or to utilize a combination of the preceding.

The Union agrees that the City may create and maintain a health insurance review committee (HIRC) for the purpose of studying and recommending cost containment programs for medical, prescription, and dental coverages, reviewing usage, and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to the total number of City bargaining unit representatives participating. The insurance committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increases to the parties consistent with the levels set forth in Section 5 of this article; or
- B. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and/or alter the benefit levels to reduce or minimize the increase in the cost of the plan to be passed on to the parties.

Recommendations of the committee will not be unilaterally changed by the City. Recommendations of the committee and Employer actions to carry out those recommendations are final and shall not be subject to the grievance procedure. If, however, the committee makes no recommendation by April 15 or fifteen (15) calendar days prior to the plan expiration date, as applicable, for the following plan year, the City may unilaterally adjust the plan and benefit levels, and cost increases, if any, will be passed on to the parties consistent with the levels set forth in Section 5 of this article. Recommendations of the committee and Employer actions to

carry out those recommendation, or actions of the Employer in the event that the committee fails to act, are final and shall not be subject to the grievance procedure.

Section 8. Each new firefighter will be provided a full and complete copy of the insurance policy. Within thirty (30) days of any change in carrier coverage, the City will also provide each firefighter with all such changes of coverage policy provisions.

ARTICLE 18

INJURED ON DUTY (IOD) LEAVE

Section 1. Injured on Duty leave may be granted to any employee who suffers an injury in the course and scope of City employment that is certified by the City as a work-related injury to the Bureau of Workers' Compensation or is subsequently allowed by the Bureau. Certification will not be unreasonably withheld by the City.

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a schedule of providers designated by the City (Appendix C). An employee who chooses to seek treatment from a medical provider who is not included in the City's schedule of providers will not be entitled to IOD, but will be entitled to any benefits the Bureau of Workers' Compensation will allow. The City reserves the right to add or delete health providers from the City's schedule of providers.

Section 2. Procedure. An employee claiming to be injured on duty shall notify his immediate supervisor by the end of the employee's shift of an alleged work place injury which occurred during that shift in order for the City to consider certification of the alleged injury. The employee may report an injury without actually filing for IOD/Workers' Compensation for up to the time limits allowed by the Bureau of Workers' Compensation. Once an employee files for IOD/Workers' Compensation, IOD will not commence until all City required documentation is received by the City. Until such time, the employee will be continued on payroll with sick leave, vacation or A/T for any time off duty. Such time will be reimbursed upon the City's grant of IOD pay. If such return of documents exceeds seven (7) calendar days, time will not be reimbursed unless a physician's cooperation or lack thereof makes such impracticable. The Employer shall have the responsibility to present necessary documentation to the employee at the time the injury is reported and the employee shall have the responsibility to ensure timely completion of this documentation.

Section 3. Continued Participation. Continued participation in the IOD program is dependent on the employee participating in an injury-related rehabilitation or return-to-work program. If, however, an employee files for temporary total or permanent total disability or is working elsewhere during the time the employee claims to be disabled from his City job, or is found to be performing tasks that are in conflict with the reported injury, all City benefits will immediately stop (including, but not limited to, the accumulation of sick, vacation or any other leave, eligibility for holiday pay and the Employer's contribution to the employee's pension fund).

Section 4. Eventual Denial of Claim. If, after a Bureau of Workers' Compensation determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, the Industrial Commission, or a court that the claim is not related to the employee's City job, the employee must reimburse the City for all IOD used by any means available: accumulated sick

leave, vacation, or regular biweekly pay deductions. The amount so used must be repaid within a twelve (12) month period.

Section 5. City Denial of Claim. If the City does not certify a claim, the employee will be permitted to use his sick leave or vacation leave, which shall be reimbursed if, after the Bureau determination or the administrative appeal process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission, or a court that the claim was incurred in the scope of City employment.

Section 6. Vocational Rehabilitation Program. Any employee granted IOD who is referred to a Bureau Vocational Rehabilitation Program will be required to apply for, attend, and fully cooperate with said program. Failure to fully cooperate with the Bureau Vocational Rehabilitation Program may result in loss of IOD benefits.

Section 7. Duration. Wages and all benefits, except sick leave as excluded by Article 22, Section 2, for those off duty on IOD will be continued for up to two thousand six hundred fifty-two (2,652) hours (suppression) or two thousand eighty (2,080) hours (non-suppression). These hours may be non-consecutive in a five (5) year period from the date of injury if all requirements above are met. After that period an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for City benefits including sick or vacation accrual. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another six (6) months if the employee continues to provide the City with doctors' reports stating that he is unable to return to work at least one (1) time per month. After exhaustion of this six (6) month period, the City shall treat such as a "reduction of hours" Cobra-qualifying event and make necessary modifications to the employee under COBRA.

Employees on IOD must use their accumulated vacation as required by Article 24, Vacation. The employee's annual vacation usage will extend IOD by the amount of days equal to that allotment. This language does not require that vacation time be taken instead of IOD benefits except in those situations where an employee would otherwise not be able to take vacation within the year the employee is required to use it or lose it.

Section 8. False Claims/Abuse. The City reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim or abuse of the privilege covered in this article, or working for another employer while on injury leave, and to take disciplinary action. Examples of what might constitute "abuse" as used in this section, include an employee's refusal to perform the duties associated with his light duty assignment, failure to comply with the terms outlined in this agreement, etc.

Section 9. Light Duty Work. If the employee is able to work in a light duty work assignment, the City may provide work within the Department, if available. An employee working in a light duty assignment will be compensated at his regular rate of pay. Upon an employee's resumption of his or her normal work duties, the affected employee's light duty work assignment shall be terminated. A light duty work assignment shall not exceed sixty (60) days, unless extended by the recommendation of the Fire Chief and approved by the Mayor and Law Director.

A light duty assignment shall not exceed four hundred eighty (480) hours for suppression or three hundred seventy-six (376) hours for non-suppression, unless extended by recommendation of the

Fire Chief and approved by the Mayor and Law Director. Time spent working on a light duty assignment due to a work-related injury is counted toward the total amount of IOD payable under Section 7 of this article; however, the employee is able to accrue sick leave.

An employee cannot refuse to accept a light duty assignment. Only an employee's physician may provide evidence supporting an employee's inability to accept a light duty assignment. Upon receipt of such an opinion, the City reserves the right to send an employee for an independent medical examination at the City's expense. If the independent medical examiner determines the employee is able to participate in a light duty assignment, the City will make a determination as to the availability of an appropriate light duty assignment.

ARTICLE 19 **OCCUPATIONAL DISEASE**

Section 1. The City will re-credit up to one (1) month maximum use of sick leave if the occupational disease claim is allowed by the Bureau of Workers' Compensation after the exhaustion of appeals.

ARTICLE 20 **LIMITED DUTY**

Section 1. The City may provide limited duty, when requested, for employees who have physical limitations due to pregnancy, occupational disease, injuries or illnesses subject to the following conditions:

- A. The availability of limited duty and the ability of the employee to perform the limited duty shall be determined by the Fire Chief or his designee. In assessing the appropriateness/feasibility of such an assignment, the Fire Chief/designee will meet and confer with the labor/management committee. However, assignment shall be subject to the medical approval by the employee's physician and approval of the City's Risk Manager. Denial of such request is final and non-grievable.
- B. An employee who is on limited duty shall immediately notify the department when the employee is available for normal duty and shall give the department a physician's statement indicating that the employee may return to normal duty.
- C. While on limited duty, the employee may be required to undergo a medical review at the City's expense to determine the continued necessity of limited duty.
- D. Nothing in this article is intended to limit or restrict any rights the City or the employee may have under Workers' Compensation laws or under the IOD section of this Agreement. Additionally, where a light duty assignment is being considered for a case of occupational disease, the employee must provide documentation that he has made an application for disability pension within thirty (30) days of the request for light duty consideration.

ARTICLE 21
HOLIDAYS

Section 1. The holiday shall start at the beginning of the shift on that day and end twenty-four (24) hours later. Forty (40) hour employees shall celebrate holidays on the same day as City Hall employees. Suppression employees will follow the holidays as listed below:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. Presidents Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

The 11th holiday shall be:

- A. For 51.0 hour employees (suppression) - Christmas Eve
- B. For 40 hour employees (non-suppression) - Personal Day

Section 2. Holiday Pay Rate. Holiday pay shall be computed at the fifty-one (51.0) hour rate for suppression and at the forty (40) hour rate for non-suppression. An employee who works on a holiday shall receive his normal pay for that day, plus time and three quarters (1 3/4) for all hours worked.

If an employee who worked on the holiday calls off on sick leave the preceding or subsequent shift to a holiday, he shall be paid his normal pay for that day, plus time and one-half (1 1/2) at the fifty-one hour rate for all hours worked on that holiday.

Section 3. Holiday Time. An employee assigned to suppression, who does not work on his scheduled holiday, but receives his normal pay for that day shall receive twelve (12) additional hours of pay at his normal rate of pay, except that an employee reporting off on sick leave on a holiday or the preceding or subsequent shift to a holiday shall not be eligible for the holiday pay.

Any employee assigned to suppression, who is scheduled on the preceding day before or the subsequent day after the holiday and who receives normal pay for that day, shall receive eight (8) hours additional pay at his normal rate of pay, except that an employee reporting off on sick leave on their preceding or subsequent shift to a holiday shall not be eligible for the holiday pay, and an employee reporting off on sick leave on their shift which precedes or follows the paid benefit day will not be eligible for the additional holiday pay.

Section 4. No Pyramiding of Holiday Premium Payments. An employee who is called to work overtime [eight (8) hours or more] on the shift before or after a holiday shall not also be entitled to the eight (8) hours of holiday pay.

Overtime call-out on a holiday will first be offered to those personnel that were scheduled off that day. They will be paid at time and three-quarters (1 3/4) of the fifty-one (51) hour rate. They are not also entitled to the twelve (12) hour pay. If no personnel that were scheduled off accept the overtime

assignment, then the regular overtime roster will be utilized. The employee called from that list will be entitled to regular overtime pay.

Section 5. Holiday A/T Time. At the employee's option, the eight (8) or twelve (12) hour pay may be taken in pay or recorded as A/T time. Request to receive eight (8) or twelve (12) hours as A/T time must be made no later than the payroll cutoff date of the pay period in which the holiday occurs. A/T must be liquidated as time off no later than the calendar year following that in which it was earned. Choosing time off may be done any time after vacations for the year have been chosen and will conform to the same policies as that used for FLSA time.

ARTICLE 22 **SICK LEAVE**

Section 1. Accrual. Suppression shall accrue sick leave at the rate of 6.47 hours per pay, .0634 per hour, not to exceed 168.22 hours per calendar year from January 1 through December 31. Non-suppression shall accrue sick leave at the rate of 4.62 hours per pay, .0577 per hour, not to exceed fifteen (15) days per calendar year from January 1 through December 31. A conversion factor using equivalent hourly rates shall be used to convert sick leave accumulation when changing hours 51 to 40 or vice versa.

Section 2. On Sick/Unpaid Status. Employees may not earn sick leave while on sick leave, *IOD*, leave of absence, layoff, or off payroll. An employee on sick leave shall be considered as being on the payroll and entitled to all benefits thereof.

Section 3. Maximum Accumulation. Sick leave may be accumulated without limit.

Section 4. Rate of Pay. Sick leave compensation shall be computed at the employee's normal daily or hourly rate at the time absence occurs.

Section 5. Patterned Absence/Abuse. Any employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to counseling by the Chief or his designee. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, reduced hour days, vacation days and/or consistent regular usage, or a method of usage of available sick leave. If suspected abuse/pattern continues after the counseling session, the employee will be subject to disciplinary action.

Section 6. Documentation. The Fire Chief may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 7. Insufficient Leave. An employee with less than the required minimum number of accrued sick leave hours shall not be paid sick leave without a signed doctor's certificate unless authorization by the Chief.

Section 8. Sick Leave Transfer. Employees hired in the Fire Department on or after September 1, 2008, will not be permitted to transfer any sick leave they accrued during any public employment, other than during prior employment with the City of Youngstown.

Section 9. Non-Use of Sick Leave. The City desires to establish an incentive for employees not to abuse sick leave. Therefore, for each quarter in which an employee does not use his sick leave and maintains a minimum of three hundred twelve (312) hours for suppression or one hundred twenty (120) hours for non-suppression, he shall be entitled to a bonus of one hundred forty-six dollars and seventy-six cents (\$146.76). Quarters are measured in the following monthly increments, January through March, April through June, July through September, and October through December.

The minimum hours requirement for the bonus shall not apply to employees in their first and second year.

The cash bonus for non-use of sick leave is not proratable for severance purposes under any circumstances. If an employee is on leave of any kind for an entire quarter, they are not eligible for non-use of sick bonus for that quarter. An employee otherwise eligible and on IOD for two (2) work shifts or less (per occurrence) within a quarter will remain eligible for that quarter.

Section 10. Bonus Payment Conditions. The payment for non-use of sick leave will be made in the last quarter of the year. An employee who uses sick leave after receiving the bonus shall have the amount of the bonus deducted from his following pay. Any employee who fails to report to work and makes no attempt to contact the department within twenty-four (24) hours shall forfeit the non-use of sick leave bonus for the quarter.

Section 11. Personal Days. Non-probationary suppression bargaining unit employees shall be permitted to utilize twenty-four (24) hours of sick leave as personal time per calendar year; time may be utilized in twelve (12) hour increments. Non-probationary non-suppression bargaining unit employees shall be permitted to utilize two sick leave days (sixteen [16] hours) as personal time per calendar year; time may be utilized in eight (8) hour increments. The time will be deducted from the employee's sick leave balance. Such usage shall not be counted against the employee's sick leave bonus eligibility, but shall not be permitted to be used the regular shift before, on if applicable, and after a recognized holiday.

"Non-probationary bargaining unit employee" as used herein shall mean an employee who has successfully completed the initial one (1) year probationary period. Upon successful completion of the initial probationary period, the employee may use sick leave as personal time on a pro-rated basis in consideration of the full months remaining in the calendar year.

Section 12. Personal Time Scheduling/Eligibility. Permission for the use of sick leave as personal time must be requested at least seventy-two (72) hours in advance. Approval/denial of requests is subject to the operational needs of the Employer.

ARTICLE 23

ATTENDANCE/SAFETY INCENTIVE PROGRAM

Section 1. Purpose/Scope. In order to promote safety in the workplace, decrease the amount of preventable sick leave usage, and reduce IOD/Workers' Compensation claims, the City will offer

to bargaining unit members a leave conversion program as set forth below. The City will evaluate the effectiveness of this program, and should it determine that the program is not achieving the desired results, the City may, at its sole discretion, discontinue the program. Discontinuation of the program shall be made in writing to Local 312 officials no later than March 31st of the benefit year.

Section 2. Participation Criteria. Bargaining unit members assigned to suppression are eligible to participate in this program provided that they maintain a minimum balance of one thousand (1,000) hours of sick leave. Bargaining unit members assigned to non-suppression are required to maintain a minimum balance of seven hundred fourteen and four-tenths (714.4) hours of sick leave. "Balance" is what an employee has as of December 31 of the program year.

These minimum balances must be maintained in order to qualify for program participation. The conversion of sick leave under this program may not exceed the maximum amounts set forth below or reduce the participant's balance below the minimum amounts described previously. Conversion of sick leave under this program is to be done in minimum increments of one (1) hour.

Section 3. Conversion/Liquidation Options. An employee who satisfies the criteria for participation and achieves the following goals may convert a maximum of one hundred two (102) hours of sick leave annually utilizing any combination of the following options:

- A. A suppression employee who utilizes no sick leave during a calendar year (January 1-December 31) may liquidate up to thirty-four (34) hours of sick leave at the rate of fifty percent (50%) of his current hourly rate. A non-suppression employee who utilizes no sick leave during a calendar year (January 1-December 31) may liquidate up to twenty-seven (27) hours of sick leave at the rate of fifty percent (50%) of his current hourly rate.
- B. A suppression employee who has no lost time due to a work-related injury claim (IOD) during a calendar year (January 1-December 31) may liquidate up to thirty-four (34) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate. A non-suppression employee who has no lost time due to a work-related injury claim (IOD) during a calendar year (January 1-December 31) may liquidate up to twenty-seven (27) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate.
- C. A suppression employee who does not file a claim for workers' compensation during a calendar year (January 1-December 31), in connection with a current incident or a previous/pre-existing claim or condition, may liquidate up to thirty-four (34) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate. A non-suppression employee who does not file a claim for workers' compensation during a calendar year (January 1-December 31), in connection with a current incident or a previous/pre-existing claim or condition, may liquidate up to twenty-seven (27) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate. An employee that has a one-time only, medical only, treat and release claim may still receive this benefit. If an employee files further medical after this benefit is paid, they shall become ineligible for the benefit of section 2(c) for the next year.

Section 4. Payment Maximum/Schedule. The combined amount of sick leave that may be converted shall not exceed one hundred two (102) hours for any given year. Payment will be made during the first quarter following the year in which the employee participated in the program. The parties agree that the first payout will be during the first quarter of 2010 for the 2009 benefit year.

ARTICLE 24
VACATION

Section 1. The length of vacation is determined by an employee’s employment anniversary date. This employment anniversary date is determined by the public service of said employee with the City as currently defined in the statutes of Ohio, specifically Ohio Revised Code, Section 9.44, as amended on October 25, 1995. There will be no retroactive adjustments. Each full-time employee shall earn and be granted paid vacation dependent upon the employee earning and accruing such vacation time:

<u>Years of Service</u>	<u>Weeks</u>	<u>Hours (51 hour Schedule)</u>	<u>Hours (40 hour Schedule)</u>
After completion of one (1) year	2	112	80
After completion of five (5) years	3	168	120
After completion of eleven (11) years	4	224	160
After completion of seventeen (17) years	5	280	200
After completion of twenty-three (23) years	6	336	240

Section 2. Vacation Balance. The City will continue to utilize a “use-it-or-lose-it” vacation policy. In conformity with current practice, a firefighter must complete one (1) year of service before being eligible for vacation leave. Upon completion of this one year of service, the firefighter will be entitled to utilize a pro-rated amount of vacation from the anniversary date until December 31 of the first anniversary year. This prorated amount will be determined by the vacation hours earned from the firefighter’s date of hire to December 31 of the initial hire year. Effective January 1 of the next year, the firefighter will be eligible to take the earned amount of vacation as outlined in Section 1 of this article.

Section 3. Vacation Pay. For each week of vacation, the eligible employee shall receive his normal week’s pay according to his regular pay scale at the start of the vacation. By agreement between the City and the employee involved, vacation benefits may be liquidated in cash.

Section 4. Scheduling. For scheduling purposes in suppression only, a week will be determined as fifty-six (56) hours per week or seven (7) consecutive calendar days. Each division, bureau or unit shall use bargaining unit seniority for selection of vacation time.

Section 5. Operational Need Denials/Adjustments. The City reserves the right to amend the vacation schedule to ensure the orderly operation of the Department.

Section 6. Transfers. Employees requesting transfer shall accept available vacation periods. Involuntary transfers will not affect vacation selections.

Section 7. Final Year of Employment. Employees in their last year of employment will earn the vacation for that year prorated to date of separation.

Section 8. Illness/Injury During Vacation Period. An employee who is off work and under a doctor's care for extended sickness or injury may have his vacation rescheduled if his vacation was scheduled to begin before he is able to return to work. This request must be in writing and submitted before the start of the vacation period.

ARTICLE 25 **BEREAVEMENT LEAVE**

Section 1. Full-time employees shall be eligible for bereavement leave in the event of a death of: a spouse, child (natural or adopted), step-child of current marriage, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law or sister-in-law.

In the case of a grandparent of an employee's spouse, that employee may use up to twelve (12) hours of their sick, vacation, or other accumulated time as time off without penalty to any attendance benefits.

Section 2. Employees assigned to non-suppression duties shall be allowed three (3) scheduled duty days per occurrence. Employees assigned to suppression duties shall be allowed one (1) scheduled duty day per occurrence.

Section 3. Bereavement leave shall only apply when the funeral services, including calling hours, fall on the regularly scheduled days, to be expandable through the use of vacation or A/T upon approval of the Fire Chief.

Section 4. Any employee on vacation or R/H time who is notified of a death in his family for whom bereavement leave may be granted, can apply and receive bereavement leave for the authorized period without the necessity of using his vacation or R/H time for said bereavement.

ARTICLE 26 **MATERNITY/PATERNITY LEAVE**

Section 1. An employee may, at the discretion of the City, be granted a leave of absence without pay for purposes of child care. Any request must follow the rules contained within the Rules and Regulations of the Youngstown Civil Service Commission or the City's family medical leave (FMLA) policy.

Section 2. Non-Discrimination. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

Section 3. Substitution of Paid Leave. An employee may request to have leave of absence charged to his sick leave, vacation, reduced hour, accumulated time or without pay.

ARTICLE 27
MILITARY LEAVE

Military leave will be granted pursuant to Ohio Revised Code, Section 5923.05.

ARTICLE 28
HONOR GUARD

Section 1. For every Honor Guard detail that the Chief designates in writing prior to such detail assignment, any Honor Guard member who participates in such detail assignment shall be allowed to accumulate time on the basis of four (4) hours per detail, unless otherwise allowed by the Fire Chief.

Section 2. When assigned by the Fire Chief, any Honor Guard member who engages in Honor Guard detail, either within or outside of the City, shall be considered to have "on duty" status for purposes of Workers' Compensation only.

ARTICLE 29
LONGEVITY

Section 1. Eligibility. All bargaining unit employees hired on or after September 1, 2001, who have completed not less than three (3) full years of service with the City, shall be granted longevity. The longevity fringe benefit remains as provided in Youngstown Codified Ordinance Section 163.30, as amended.

After three (3) years of service \$57.80 per year completed

Section 2. Any bargaining unit member who is off the payroll and is receiving Workers' Compensation benefits due to a job-related injury, and was ineligible for IOD due to the three hundred sixty-five (365) days or five (5) year timelines, will not lose their longevity pay for that year.

ARTICLE 30
HAZARDOUS DUTY PAY

Section 1. The hazardous duty pay benefit will be as set out in Youngstown Codified Ordinance Section 163.31, as amended, except that payment will be made in January of the given year, and such yearly increment will be \$723.89.

ARTICLE 31
UNIFORM ALLOWANCE

Section 1. Amount. Each member shall receive an annual uniform allowance payable in April of each calendar year in the amount of nine hundred and sixty-four dollars and eighty-three cents (\$964.83).

Section 2. Last Year of Service. Any payment of severance in the last year of this contract will assume the last contract year value amounts for this benefit. It is agreed by the parties that the earning period for uniform allowances is the year in which it is paid. Proration for those retiring

will be from January 1 to the date of resignation. For those who retire after the April uniform allowance, any overpayment will be deducted from their overall severance.

Section 3. New Hires. For those in their first year of employment, the uniform allowance will be prorated from the date of hire to December 31 of that year. An additional \$800 will be provided to newly hired employees along with the prorated amount for initial clothing and gear purchases.

Section 4. Turn-Out Gear. The City will provide one (1) bunker coat and one (1) bunker pant for each new employee. The employee is responsible for the proper care and maintenance of the bunker gear and for the proper repair of such gear except when damage is due to extraordinary circumstances (e.g., hazardous material contamination) as determined by the Fire Chief.

The City will replace up to one (1) bunker coat and up to one (1) bunker pant for an employee whose current gear is determined by the Fire Chief to be unsafe for service.

Any gear purchased by the City shall remain the property of the City and must be cared for as such and surrendered to the City upon retirement or separation from service. Such gear, if in usable condition, may be utilized for another employee in need of gear under this clause.

ARTICLE 32

EDUCATION INCENTIVE/REQUIREMENTS

Section 1. Certification Incentive. The City shall pay an annual incentive to those members assigned by the Fire Chief and functioning in the following state certified capacity. It shall be the employee's responsibility to maintain his certification. Where a bargaining unit member achieves such certification and begins functioning in that capacity during the course of a calendar year, the bonus shall be prorated and paid out in January of the following year.

Section 2. Recognized Certifications. Below are the recognized certifications and corresponding payment amounts offered by the City.

\$1,000	OPOTA (Ohio Police Officers Training Academy)
\$1,000	Level III Arson
\$1,000	Advanced Code Enforcement
\$500	Instructor
\$500	Underground Storage Tanks
\$500	College Degree in fire-related field
\$500	Juvenile Firesetter Certificate
\$500	Sprinkler System Certification

Section 3. Maximum Payment. The stacking of certification bonuses shall be limited to \$2,500 maximum.

Section 4. Education/Training Expenses. The City will budget each year not less than seven thousand five hundred dollars (\$7,500) to be dedicated to employee training. The amount of reimbursement shall be the cost to the employee for tuition and books for the course, but shall not exceed \$500 for any employee in a calendar year. In order to qualify for the reimbursement, the

employee must have pre-approval by the Fire Chief before the course is taken, satisfactory completion of the course (grade of C or better), and submission of all class materials and/or a synopsis of lessons learned to the training division. Any employee utilizing this benefit does so on his own time. Exchange of work days or use of vacation or other accumulated time may be allowed with prior approval of the Fire Chief.

Certification, continuing education, and seminars for EMTs and Paramedics are not included in the above. It is the employee's sole responsibility to maintain EMT/Paramedic certification to qualify for the bonus.

Section 5. EMT/Paramedic Bonus. Employees who continuously maintain certification as an EMT or Paramedic shall be eligible for an annual certification/continuing education bonus of \$200/EMT and \$300/Paramedic. It shall be the sole responsibility of the employee to obtain and maintain his certification as well as to show proof to the City each January 1 that they have a current valid certification. Failure to maintain, show proof, or not being certified at time of payment will cause the employee to be ineligible for the bonus. For those who achieve a new certification during the year, the bonus shall be prorated from the date of certification to December 31 of that year. The first payment shall be made in January 2010.

Section 6. Training Coordinators. There shall be no less than one (1) person assigned to each shift and daylight to be designated as Training Coordinators. The Battalion Chief assigned to training will utilize personnel who are receiving Fire Instructor Bonus pay (above section 2) as coordinators. Only if a certified instructor does not exist will the Training Chief assign such duty to another person. Only then will that person receive one (1) paid shift off per year in lieu of a bonus.

The Training Chief shall be responsible for the coordination of uniform training of all employees, as well as direct and maintain status of each employee's state mandated continuing education. (Company officers shall continue to be charged with entering performing company level training and recording such into the departmental data base.)

The Training Chief shall meet with Training Coordinators as a group every other month to ensure uniformity in training and may delegate work to them as necessary with the permission of the Fire Chief.

ARTICLE 33 **ON-CALL**

Section 1. Bargaining unit members assigned to be on-call are expected to be available to respond if called out, within a reasonable proximity so that response will be prompt, and fit for duty during all on-call periods. Failure to respond when on-call will subject an employee to discipline. The on-call investigator will be provided with a City vehicle to take home if the investigator lives within the City or a contiguous City or township.

Employees assigned to the Investigations Unit and the Inspection Bureau shall rotate on-call duty provided they are qualified.

Section 2. An employee required to be on-call shall receive eighty-three dollars and eighty-six cents (\$83.86) during each week that they serve in an on-call capacity:

Payment of the above listed on-call pay is subject to the bargaining unit member's adherence to the requirements of Section 1.

ARTICLE 34 **CELL PHONES**

Section 1. The Chief may require that certain employees be available by cell phone while on duty or on call. For those employees so designated, the City agrees to reimburse twenty dollars (\$20.00) per month for the use and maintenance of their private cell phone.

Section 2. This reimbursement shall replace the issuance of City-owned cell phones. Employees are expected to maintain such phones in good working order, ensure that they are properly charged, and promptly return any calls if contacted. Failure to do so shall require the employee to be issued a city-owned cell phone and they shall not be eligible for this benefit.

ARTICLE 35 **JURY DUTY**

Section 1. Any employee while serving as a juror on a duty day shall receive full pay and benefits from the City and shall reimburse to the City any pay received from the courts. If not reimbursed to the City within thirty (30) days, the City will deduct the amount from the employee's next pay and the employee may be subject to discipline.

ARTICLE 36 **COMPENSATORY TIME (FLSA)**

Section 1. Definition. FLSA compensatory time is time earned in lieu of cash payments for work that is considered to be overtime under the F.L.S.A. Compensatory time is earned at time and one half (1 1/2) and banked at straight time.

Section 2. Maximum Accrual. The maximum amount of compensatory time off which may be accrued by an employee is 480 hours. Additional F.L.S.A. compensatory time beyond four hundred eighty (480) hours must be liquidated in cash.

Section 3. Usage/Conversion. An employee who has accrued compensatory time off "shall be permitted to use such time off" within a reasonable period after making the request. The City may deny such request only if it would unduly disrupt the operations of the department.

An employee may choose to liquidate in cash any FLSA time earned in the most recently completed cycle. Such time will be liquidated at the employee's current hourly rate. The employee shall be required to request payment in writing before the end of the first payroll cut-off that follows the cycle that time is being liquidated for.

ARTICLE 37
ACCUMULATED TIME (NON-FLSA)

Section 1. Employees may bank up to one hundred fifty (150) hours (fire suppression) of accumulated time. Any employee with accumulated time in excess of one hundred fifty (150) hours as of August 31, 2011, shall have until December 31, 2012, to utilize the excess time.

All other compensatory time not otherwise liquidated shall be liquidated as determined by the Chief and the employee as follows:

- A. The employee may take additional vacation as allowed by the Chief. Such additional vacation shall be scheduled after the department's annual scheduling of regular vacation.
- B. With at least sixty (60) days advance notice, the employee may draw from his bank and take the time off until retirement.
- C. To be liquidated by any other plan agreed to by the City and the employee.
- D. Those employees with AT balances over one hundred fifty (150) hours may be required to take time off at the discretion of the Fire Chief to reduce their balance. Personnel with the highest balances will be reduced first before those with a lower balance. The employee will be given the option to voluntarily schedule days as available prior to this directive.

All accumulated time remaining at permanent separation from service shall be paid out at one hundred percent (100%) (at the then current hourly rate at time of separation).

Section 2. Court A/T. An employee who is required to appear in court as a witness on a matter of official duty outside of his normal working hours shall receive a minimum of four (4) hours overtime or accumulated time at the employee's option.

ARTICLE 38
RETIREMENT

Section 1. Upon retirement, death prior to retirement, or termination of City employment for any reason, the City shall pay to the employee or his beneficiary the full value of the employee's accumulated time (A/T), compensatory time, vacation time and thirty-five percent (35%) of the value of accumulated sick time. Benefits shall be paid at the employee's current salary or the salary at the time the benefit was accrued, whichever is greater. The proper designation of the beneficiary shall be made on the forms provided by the City.

Section 2. Death in the Line of Duty. In the event an employee dies in the course and scope of his employment, as defined by the Public Safety Officers Benefits (PSOB) Act guidelines, his beneficiary or his estate shall receive one hundred percent (100%) of his accumulated sick leave, in addition to all other A/T or vacation time earned as set forth above.

Section 3. Service Badge. An employee who retires with fifteen (15) or more years of service will receive his duty badge.

Section 4. Duty Weapon. Each employee with a minimum of fifteen (15) years of service in the Department and who has served five (5) years in the Investigations Unit shall have the option to purchase his duty weapon for the sum of one dollar (\$1.00).

Section 5. Payment of Severance Benefits. Payment of benefits in the final year of the agreement (i.e., longevity, hazardous duty pay, clothing, etc.) will be at the rate of the final contract year.

ARTICLE 39 **PENSION PICKUP**

The City shall continue its pension pick-up policy on behalf of all bargaining unit members. The pension pickup plan will bypass federal and state income taxation.

ARTICLE 40 **AIR PACK DETAIL**

Section 1. Six (6) bargaining unit members, two (2) per turn, will be selected for Air Pack Repair detail. Members will be assigned by bargaining unit seniority, and selected from personnel assigned to the Air Pack Repair location.

Section 2. Training. Employees serving on the Air Pack Repair detail will receive training and certification at the City's expense. Bargaining unit members will receive forty-eight (48) hours of A/T time per year. Pre-approved off-duty training will also be compensated in the form of A/T time.

ARTICLE 41 **FIREWATCH**

Section 1. Persons assigned by the Fire Chief to the Firewatch Program will be given A/T time at time and one-half (1 1/2) for hours spent with program participants after normal business hours. Firewatch instructors will coordinate and have activities pre-approved with the Fire Chief/designee no less than forty-eight (48) hours in advance of the Firewatch programs to be eligible for A/T Time.

ARTICLE 42 **HOURS OF WORK**

Section 1. Suppression Work Hours. Employees assigned to suppression shall work 0800 to 0800 hours. Chief Officers assigned to suppression shall work 0730 to 0730 hours.

Section 2. Work Day. The normal work day for suppression shall consist of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. The normal workday for non-suppression duties shall consist of eight (8) consecutive hours in a twenty-four (24)-hour period or as assigned by the Chief.

Section 3. Workweek. The twenty-four (24) consecutive hours on duty/forty-eight (48) consecutive hours off duty, creates a scheduled average fifty-six (56) hour workweek. This average workweek shall be reduced to a fifty-one (51) hour workweek as defined in Section 4. The normal

week for those personnel assigned to non-suppression shall be made up of five (5) eight (8) hour days in a seven (7) day period.

Section 4. Work Period. The work period cycle will continue to be two hundred twelve (212) hours in a twenty-eight (28) day cycle.

Each employee in suppression will accumulate 10.15 hours per pay period for the purposes of Reduced Hour (R/H) Time. Such time is not accumulated if the employee is off the payroll (i.e., not receiving a pay check). An employee absent due to illness, injury, or in unpaid leave status shall forfeit one (1) R/H day for each thirty-four (34) consecutive calendar days he is absent from duty.

Section 5. Required Scheduling (Suppression). The reduced hours will be taken in increments of one (1) twenty-four (24)-hour tour every twenty-eight (28) day cycle up to the eleven (11) days available. All employees assigned to suppression will be required to schedule no less than one (1) vacation or one (1) R/H day off in any cycle unless otherwise allowed by the Fire Chief.

If anything in Section 4 is found to be illegal by the Department of Labor, after all the appeals have been exhausted, then the work period shall revert back to the twenty-eight (28)-day cycle.

ARTICLE 43 **OVERTIME**

Section 1. Rate. The overtime rate shall be computed on an hourly rate arrived at on the basis of a forty (40)-hour work week. Employees shall receive one and one half (1 1/2) times their hourly rate (based on forty (40) hours) for each hour or substantial fraction thereof which he works in excess of his normal work day or workweek.

Section 2. Call-Out. Overtime pay will be paid from the beginning of the shift or at the time the employee is called once the shift has started, provided the employee reports to the duty station within thirty (30) minutes after being called. An employee called in for overtime work shall be paid at least a four (4) hour minimum at the overtime rate of pay.

The aforementioned four (4) hour minimum shall not apply to employees:

- A. Held over following the termination of their regular shift.
- B. Required to attend departmental meetings on their off-duty time (paid only for actual time spent in meetings).
- C. Who elect to leave when work is done if the time worked is less than four (4) hours. In that event, overtime pay shall only be paid for actual time worked.
- D. Called prior to the start of his scheduled shift. In that event, overtime pay shall only be paid for actual time worked prior to the shift.

Section 3. Rounding. Overtime pay shall be computed to the nearest tenth of an hour (three-tenths hour minimum).

Section 4. When an employee is held over beyond a regular shift because of tardiness of an oncoming employee, the tardy employee shall forfeit pay equivalent to that paid to the held-over employee because of said tardiness. There may be exceptions to the above provided a legitimate excuse is submitted and accepted.

Employees shall have the option of receiving their overtime pay in cash or A/T time up to the limits allotted by law.

Section 5. Opportunities. The opportunity for overtime shall be rotated amongst all employees within their divisions by bargaining unit seniority. Bargaining unit seniority will generally be used as the basis for overtime call-outs. The Union agrees that there may be occasion where seniority may not be followed due to unusual circumstances. These occasions should be the exception rather than the rule.

Section 6. Return to Duty Requirement. Employees who have been on sick leave or suspension must have reported back to active status and worked one (1) scheduled day or have one (1) duty day (vacation, R/H) elapsed to be eligible for overtime.

ARTICLE 44 **OUT OF CLASS PAY**

Section 1. An employee assigned by the Fire Chief or his designee's order to the duties and responsibilities of a higher rank shall be paid at the higher rank rate for that period. No employee is to be assigned the duties of a higher rate except by the Fire Chief or his designee. A period is defined as the hours that the employee is on duty working in the higher classification.

Section 2. No employee shall receive the Fire Chief's rate.

For payroll purposes out of rank hours for an entire pay period shall be adjusted as follows:

96 hours = 102.0 hours
120 hours = 102.0 hours

Section 3. Acting Lieutenant Service Requirement. The rate of pay differential for firefighters working as lieutenants shall not exceed that of a top step firefighter and a lieutenant.

Section 4. Minimum Time Required for Differential Pay. Out of rank shall not be paid for step ups of less than four (4) hours in suppression or one (1) hour in non-suppression. If the employee works more than the four (4) hours or one (1) hour, he will be paid as outlined above for all hours worked.

ARTICLE 45 **PHYSICAL FITNESS**

Section 1. The Union will establish and maintain a Physical Fitness Incentive Program to reward employees for physical fitness achievements. The City also agrees to maintain all City-owned health equipment.

Section 2. Physical Performance Evaluations. Voluntary physical agility evaluations shall be conducted in typical fire ground evaluations in accordance with the standards and procedures developed by the department's Safety Officer with Chief's approval. These evaluations shall be for the purpose of assessing the employee's ability to perform his duties with average efficiency. Incentives may be offered by the Fire Chief with Law Department approval. Employees who are participating in the physical fitness evaluation shall be covered for any injury incurred as a result of the evaluation by the City's workers' compensation program.

Section 3. Fitness Fee for Non-Suppression Employees. Each non-suppression employee will be reimbursed one hundred forty seven dollars and thirty-nine cents (\$147.39) per year for such employee's membership in the Youngstown YMCA upon presentation of proper documentation.

Section 4. If an award for a grant is obtained by the City for a Wellness Program, all bargaining unit employees shall be required to fully participate in the Wellness Program and to fully cooperate with the program directors/professionals. Failure to fully participate and cooperate shall be cause for disciplinary action and/or the City may require a Fitness for Duty Evaluation.

ARTICLE 46 DRIVER'S LICENSE

Section 1. No employee may operate any City-owned vehicle or private vehicle on City business without an unrestricted operator's license required for the particular type of equipment operated.

Employees who have court granted waivers to drive to, from or at work while they are under suspension may not operate City equipment regardless of any court exemption. Restrictions for medical reasons (e. g., eyeglasses) are not subject to this policy.

Section 2. Employees must notify their immediate supervisor of any driving restriction no later than the next business or duty day after the restriction is imposed. The supervisor is required to inform the Fire Chief through the proper chain of command. An employee's failure to notify the City of said restriction shall subject the employee to disciplinary action.

Section 3. The department will accommodate employees on driving restrictions or suspension for a period of one hundred eighty (180) days provided, however, if the employee cannot perform his regular duties (driving) he must forfeit the difference in pay through monetary fringes such as R/H, vacation, sick leave at 35%, A/T (to be elected by the employee), or be demoted for the period of suspension or revocation.

ARTICLE 47 DRUG TESTING / EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Drug and Alcohol Testing Program described in Appendix B shall apply to all fire personnel. Appendix B is attached to this contract and made a part hereof, as if fully rewritten herein. The parties agree that all bargaining unit employees will be subject to reasonable suspicion and random drug and alcohol screening.

Section 2. Failure to comply with the intent or provisions in Appendix B may be used as grounds for disciplinary action. An employee who refuses to take the drug test shall be terminated from employment. Such termination is non-grievable and non-appealable.

Section 3. The involvement in the crash of a City-owned vehicle or its equipment or the causing of another vehicle to crash may trigger a drug test.

Section 4. Employee Assistance Program. The City and the Union will participate in an employee assistance program with a joint objective of retaining valued, skilled employees and assisting them in restoring their productive lives.

ARTICLE 48 **MAINTENANCE OF EQUIPMENT & QUARTERS**

Section 1. Equipment. It shall be the duty of each employee having custody of any equipment and property of the City to see that it is properly cared for and maintained in a clean condition and that it is returned to its proper place for storage after use. The City agrees to provide furnishings and will reimburse the cost of, up to five hundred dollars (\$500.00), for the main lounge area TV/VCR/DVD at each station if current equipment fails beyond repair.

Section 2. Quarters. Employees shall continue to do all work necessary for routine building and ground maintenance, including spring cleaning (wall washing where applicable). Employees may request permission to perform approved work and projects which will be of benefit to their working or living conditions within the station to which they are assigned.

Section 3. Employees shall be permitted to bring their personal vehicles into the station, where applicable, after 1630 hours on weekdays, after 1200 hours on Saturdays, and anytime on Sundays and holidays. This privilege is contingent upon the employee signing a liability waiver releasing the Employer for any injury or incident related to work or maintenance activities performed on any personal vehicle regardless of ownership.

It is expressly understood that injuries or incidents connected or related to the performance of work on any personal vehicles, whether owned by the employee or another bargaining unit member, do not occur in the scope of employment with the City of Youngstown. As such, the employee acknowledges that they are not covered by Workers' Compensation, Injury on Duty, Disability Leave, or any other contractual provision meant to apply to injuries sustained in the performance of the employee's job duties.

Section 4. Employees shall be permitted to shop for groceries for duty meals while on duty.

ARTICLE 49 **CONTRACT PRINTING**

Section 1. The City and the Union will share equally in the cost of the printing of this Contract. The City will provide at no cost a master copy for printing.

ARTICLE 50
OFFICE SPACE

Section 1. The City shall provide the Union with reasonable space for an office.

ARTICLE 51
MANDATORY MESS

The City does require a mandatory mess (meals provided at the fire station for employees on duty). All employees on duty must contribute to the organized mess regardless of whether the employee uses said food service.

ARTICLE 52
PERSONAL VEHICLE

The City agrees to allow the firefighters to drive their personal vehicle for transferring from station to station during working hours provided that the firefighter maintains liability insurance with a minimum coverage of one hundred thousand dollars (\$100,000) and the City of Youngstown be added to his policy as an additional insured.

ARTICLE 53
FITNESS FOR DUTY EVALUATIONS

Section 1. If an employee fails to provide a satisfactory medical release establishing that he is fit for duty and able to perform the essential functions of his job, the City may refuse to permit the employee to return to duty until the employee submits a satisfactory release or until the employee is examined by an independent physician who is not employed on a contractual or other basis by the City for a second opinion.

Section 2. Required Exam/Release. The employee will be required to undergo the examination and sign medical releases permitting the independent physician to obtain and review any of the employee's medical records necessary for his evaluation.

Section 3. Leave Usage. The employee will be paid for his time off from work from any accrued leave time he has available which will be reinstated if the independent physician reports the employee may return to work.

Section 4. Disability Separation. If the independent physician reports that the employee is not fit for duty and cannot perform the essential functions of his job, the City shall commence proceedings to involuntarily separate the individual from employment with the City, pursuant to the Civil Service Rules.

Section 5. ADA Interactive Process prior to Disability Separation. If the employee has an ADA recognized disability, the employee will have ten (10) days to advise the City of a reasonable accommodation(s) that the City can make to allow him to perform the essential functions of his job. If no reasonable accommodations can be made, the City will proceed with involuntary disability separation proceedings under Section 4.

ARTICLE 54
PAYCHECK REPORTING/DISCLOSURE

Section 1. Out of Rank Itemization. The City agrees to continue Out-of-Rank pay earned by an employee for a pay period ~~to~~ *on* the itemized list on the payroll check.

Section 2. PCE Deduction. The parties agree that beginning no later than thirty (30) days after the signing of this collective bargaining agreement, the City will allow and provide for Political Contributing Entity (PCE) deductions through the City payroll system for any employee opting to enroll. The contribution will be listed under deductions on the employees' payroll stub. The Union shall provide all necessary documentation for data entry of deductions.

Section 3. Next Payroll Update RFP. The City agrees that in their next Request for Proposals to update the City payroll accounting system, they will include language that will provide for allowing bargaining unit employees to have a second option of deferred compensation program. An employee may have only one (1) plan, but at their option may be either of the two (2) plans. The Union shall provide all necessary documentation to the Finance Department for the alternative plan.

The City further agrees that the RFP will require that deferred compensation contributions appear on payroll as pre-tax deductions. The Union will be provided a copy of the City's RFP.

Section 4. Direct Deposit. Commencing with the first full pay period in January 2012, all bargaining unit employees shall be enrolled in direct deposit for payroll purposes.

ARTICLE 55
TEN (10) STEP WAGE MEMORANDUM

The parties agree that the Memorandum of Understanding regarding a Ten (10) Year Buyout/Hiring Plan is incorporated in its entirety into this collective bargaining agreement as Appendix D.

ARTICLE 56
DURATION

Section 1. This Agreement will be effective September 1, 2011, through August 31, 2014.

Section 2. Should either party desire to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement or any re-opener provision contained therein.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of November, 2011.

For the City of Youngstown 11-698

Charles P. Sammarone 11/1/2011

Hon. Charles Sammarone Mayor

David Bozanich

David Bozanich, Finance Director

Anthony J. Farris

Anthony Farris, Law Director

John J. O'Neill

John J. O'Neill, Fire Chief

Sandy Conley

Sandy Conley, Labor Consultant
Clemans, Nelson, & Associates, Inc.

For the IAFF, Local 312

David Cook

David Cook, IAFF President

Tracy Wright

Tracy Wright, IAFF Secretary

Desty Rush

Desty Rush

Chris Weaver

Chris Weaver

APPENDIX A

Classification	Annual	Bi-Weekly	51 Hour Rate	40 Hour Rate
Battalion Chief	\$71,029.89	\$2,731.92	\$26.7835	\$34.1490
Captain	\$62,071.76	\$2,387.38	\$23.4056	\$29.8422
Chief Inspector	\$62,071.76	\$2,387.38	\$23.4056	\$29.8422
Chief Fire Investigator	\$62,071.76	\$2,387.38	\$23.4056	\$29.8422
Lieutenant	\$57,902.16	\$2,227.01	\$21.8334	\$27.8376
Non-ERI				
Classification	Annual	Bi-Weekly	51 Hour Rate	40 Hour Rate
Firefighter- Step 6	\$54,028.72	\$2,078.03	\$20.3728	\$25.9753
Firefighter- Step 5	\$49,544.49	\$1,905.56	\$18.6819	\$23.8195
ERI/MOU Hires 2009 -2018				
Classification	Annual	Bi-Weekly	51 Hour Rate	40 Hour Rate
Firefighter- Step 10	\$52,500.00	\$2,019.23	\$19.7964	\$25.2404
Firefighter- Step 9	\$49,000.00	\$1,884.62	\$18.4766	\$23.5577
Firefighter- Step 8	\$45,500.00	\$1,750.00	\$17.1569	\$21.8750
Firefighter- Step 7	\$42,000.00	\$1,615.38	\$15.8371	\$20.1923
Firefighter- Step 6	\$38,500.00	\$1,480.77	\$14.5173	\$18.5096
Firefighter- Step 5	\$35,000.00	\$1,346.15	\$13.1976	\$16.8269
Firefighter- Step 4	\$31,500.00	\$1,211.54	\$11.8778	\$15.1442
Firefighter- Step 3	\$28,000.00	\$1,076.92	\$10.5581	\$13.4615
Firefighter- Step 2	\$25,000.00	\$961.54	\$9.4268	\$12.0192
Firefighter- Step 1	\$24,000.00	\$923.08	\$9.0498	\$11.5385
Inspector 2011 -2018				
Classification	Annual	Bi-Weekly	51 Hour Rate	40 Hour Rate
Inspector - Step 11	\$57,902.16	\$2,227.01	\$21.8334	\$27.8376
Inspector - Step 10	\$52,500.00	\$2,019.23	\$19.7964	\$25.2404
Inspector - Step 9	\$49,000.00	\$1,884.62	\$18.4766	\$23.5577
Inspector - Step 8	\$45,500.00	\$1,750.00	\$17.1569	\$21.8750
Inspector - Step 7	\$42,000.00	\$1,615.38	\$15.8371	\$20.1923
Inspector - Step 6	\$38,500.00	\$1,480.77	\$14.5173	\$18.5096
Inspector - Step 5	\$35,000.00	\$1,346.15	\$13.1976	\$16.8269
Inspector - Step 4	\$31,500.00	\$1,211.54	\$11.8778	\$15.1442
Inspector - Step 3	\$28,000.00	\$1,076.92	\$10.5581	\$13.4615
Inspector - Step 2	\$25,000.00	\$961.54	\$9.4268	\$12.0192
Inspector - Step 1	\$24,000.00	\$923.08	\$9.0498	\$11.5385

APPENDIX B
DRUG AND ALCOHOL TESTING

A. Purpose: Notice

1. The City of Youngstown has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence, illegal drug use or drug and alcohol abuse.
2. Liability could be found against the City and the employee if the City fails to address and ensure that employees can perform their duties without endangering themselves or the public.
3. There is sufficient evidence to conclude that use of illegal drugs, the misuse of drug and drug, or alcohol dependence seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by employees is a crime in this jurisdiction and clearly unacceptable.
4. Firefighters carry out safety sensitive functions and are thus subject to greater scrutiny for the use of illegal drugs or the abuse of drugs or alcohol.

B. Definitions

1. "Employee" means all union personnel employed by the City in its Fire Department.
2. "Safety sensitive functions" means all time an employee is at work or required to be in readiness for work.
3. "Reasonable suspicion" means an apparent state of facts, circumstances or information which exists from an inquiry by the supervisor or from a creditable source which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

C. General Rules

1. Employees shall not take any narcotics or dangerous substances unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside City employment, shall not be tolerated.
2. All property belonging to the City is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desks, containers, files and storage lockers.

APPENDIX B
DRUG AND ALCOHOL TESTING (Continued)

3. Employees who have reasonable basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.
4. Failure to comply with the intent or provisions of this section may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow the regulations prescribed in this section shall result in immediate relief from City duties pending disposition of any administrative personnel action.

D. Policy - Drug Testing and Alcohol Testing

Pre-Employment Testing

All prospective appointees for any position in the Fire Department will be routinely tested for drug or narcotic usage. The testing procedure and safeguards set forth in this section shall be followed. Applicants testing positive for drugs or refusing a drug test shall not be hired.

Reasonable Suspicion Testing

Reasonable suspicion drug and/or alcohol testing will be required if a supervisor or management person has reasonable suspicion to believe that a covered employee is under the influence of alcohol or drugs using illegal drugs, or had a substance abuse problem. Employees to be tested under reasonable suspicion shall be driven to the test site by a supervisor.

A supervisor who orders a drug or alcohol test when there is a reasonable suspicion of the use of alcohol or any drug or narcotic shall forward a report containing the facts and circumstances directly to the department head. The employee shall be verbally advised of any applicable reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.

Post-Accident Testing

Post-accident testing for drugs and alcohol will be required after accidents occurring while an employee is carrying out safety sensitive functions in the following circumstances:

Any accident involving a fatality; any moving vehicle accident in which the employee driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or any moving vehicle accident in which: the employee driver is cited and off-site medical treatment is required: for any drivers or passengers.

APPENDIX B
DRUG AND ALCOHOL TESTING (Continued)

Random Testing

Up to five percent (5%) of all covered employees may be randomly tested for alcohol per year and twenty percent (20%) may be randomly tested for drugs per year.

All covered employees will be included in a computer-based random selection pool and names of employees selected for testing shall be returned to the random pool after testing to insure that each employee's chances of being selected are the same.

Return to Duty Testing and Follow-up Testing

Any employee who tests positive on a drug or alcohol test must be evaluated, treated and must successfully complete a drug or alcohol treatment program and be given a return to duty test with passing results as a condition for returning to duty. The alcohol test result must be less than 0.04 BAC, and the controlled substance test must be negative. After testing positive for drugs and returning to duty, the employee will be subject to random urinalysis at any time for a two (2) year period.

Alcohol Testing Procedures

Alcohol tests shall be by breathalyzer (EBT) administered by a certified Breath Alcohol Technician (BAT). A breath alcohol content (BAC) of 0.04 shall be considered a positive test.

The test shall take place at a location that assures privacy and denies access to unauthorized individuals. The employee will provide photo ID and has the right to request ID of the BAT. A copy of the result will be provided to the employee.

A confirmation test will be required of any result showing an alcohol concentration level of 0.04 or greater. Positive test results shall be immediately transmitted to an employer representative in a confidential manner.

An employee testing 0.04 or above shall be removed from duty for no less than twenty-four (24) hours. If an employee testing 0.04 or above was driven to a testing site by a supervisor, the supervisor shall drive the employee home after testing or the employee may choose to contact a family member or other individual to drive him/her home. If the employee drove himself/herself, the employee will remain at the test site until a supervisor arrives to drive the employee home. The employee shall be responsible to make arrangements for his vehicle left at work or the testing site.

Drug Testing Procedure

Drug testing shall be by urinalysis for the presence of metabolites of cannabinoids (marijuana), cocaine, opiates, amphetamines, methamphetamine, oxycodone (oxycotin), propoxyphene, benzodiazepines, barbiturates, methylenedioxymethyl amphetamine

APPENDIX B
DRUG AND ALCOHOL TESTING (Continued)

(Ecstasy) and phencyclidine;) (PCP). A “split sample” method of collection will be used. The primary specimen shall be subject to an instant testing method. The foregoing drugs test positive at the following thresholds:

<u>Drug</u>	<u>Initial Screening</u>	<u>Confirmation</u>
Cannabinoids (marijuana)	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Non-Prescribed Steroids	N/A	N/A
Methamphetamine	1,000 ng/ml	500 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml
Opiates	2,000 ng/ml	2,000 ng/ml
Oxycodone (oxycotin)	100 ng/ml	100 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Barbiturates	200 ng/ml	300 ng/ml
Methylenedioxymethyl amphetamine (Ecstasy)	500 ng/ml	500 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

In the event that the primary specimen tests positive, a confirmatory test will be performed. The confirmatory test shall be performed by a DHHS certified laboratory. An employee may request a re-test within seventy-two (72) hours of being informed of a positive result and may have the re-test performed at a different DHHS certified laboratory at the employee's cost.

Urine collection for controlled substances shall be at a collection site which shall have in place sufficient security measures to ensure that no unauthorized personnel handle specimens or gain access to the laboratory process or to the area where records are stored, and shall use chain of custody procedures and chain of custody forms. The date, time, and purpose of handling or transfer and every individual in the chain of custody shall be identified and documented.

Specimen collection shall occur in a private setting and procedures shall be used that do not demean, embarrass or cause physical discomfort to the employee. The collection site technician shall be of the same sex as the employee to be tested. The employee will provide photo ID.

A tamper-proof seal shall be used on the containers and they shall be labeled with the date and the employee's identifying number, and shall be initialed by the employee. The employee shall also be required to sign a certification on the custody and control form that the sample is his.

APPENDIX B
DRUG AND ALCOHOL TESTING (Continued)

The laboratory shall report test results in a manner ensuring confidentiality to the employer's Medical Review Officer (MRO).

The MRO shall report only that the test was positive or negative, and if positive, for which drugs. However, the MRO may reveal the quantitative test results to the employer, the employee or decision maker in a lawsuit, grievance, or by other proceedings initiated by or on behalf of the employee and arising from a verified positive drug test.

The MRO will contact the employee directly, where possible, for a medical interview prior to verifying a test result as positive.

Any employee shall upon written request have access to any records relating to his or her drug test.

Refusal to Test

An employee's refusal will be considered as a positive test. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result.

Any person refusing to take a pre-employment test will not be hired. An employee refusing to take a return to duty test cannot be returned to duty.

Required Evaluation and Treatment

No covered employee known to be using drugs, or known to have tested positive for drugs shall be permitted to perform or continue to perform safety-sensitive functions.

Any covered employee found to have engaged in prohibited drug or alcohol use shall be informed of available resources to evaluate and resolve problems with the misuse of alcohol and drugs and provided with a list of substance abuse professionals and counseling and treatment programs.

The covered employee must be evaluated by a substance abuse professional (SAP) to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said rehabilitation program; and, after a determination that he has successfully complied with an education and/or treatment program, must pass a return to duty alcohol or drug test.

APPENDIX B
DRUG AND ALCOHOL TESTING (Continued)

Discipline

- A. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time.
- B. Covered employee who tests positive, for a second time, on an above-defined drug and alcohol test, will be subject to immediate termination.
- C. Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination.

Costs

The cost of an employee requested retest of a urinalysis sample and the cost of an alcohol or drug rehabilitation program (including testing while in a rehabilitation program) required under this policy after a positive drug or alcohol test result, shall be the responsibility of the employee.

An employee who tests positive on a drug or alcohol test, and cannot return to work pending a negative re-test or completion of a drug or alcohol rehabilitation program, will be required to use accrued paid vacation or personal leave, accrued paid sick or medical leave, or unpaid leave pursuant to the City of Youngstown's Family Medical Leave Act Policies and Procedures.

APPENDIX C
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the City's tentative list of approved providers for IOD. This list will be reviewed, finalized, and updated in January of each year.

Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration.

(LIST WILL BE PROVIDED IN EXCEL FORMAT FOR INSERTION INTO AGREEMENT)

APPENDIX D
MEMORANDUM OF UNDERSTANDING

This agreement supersedes past, present, or future collective bargaining agreements entered into by the parties as to the provisions for a retirement incentive outlined herein, the replacement of retirees by entry-level firefighters, and the 10 year salary steps for new hires under this agreement.

This agreement will take effect upon ratification by members of IAFF 312 and the members of Youngstown City Council, and will remain in effect for 10 years through August 31, 2018.

The City shall offer the herein described "Employee Retirement Incentive (ERI)" to employees of the fire department represented by Fire Fighters Local 312.

- 1.) Firefighters through Battalion Chief who leave employment with the City of Youngstown no later than August 29, 2008 (this would be their last day on pay status), shall receive a cash incentive equal to their current annual base salary. The payments of this incentive shall be disbursed in payments over five (5) years. At the employee's option, they may receive payments in January of each year, or quarterly, which would be paid in January, April, August, and December. The first payments will begin in January 2009.
- 2.) Each participating employee must agree that their severance package be paid by the following method; first, upon retirement the employee will be paid up to \$15,000 of their severance as soon as practicable pending normal processing and Board of Control review and approval (normally within 30 days). Then, the City will pay their remaining severance to a maximum of \$15,000, in January 2009. If applicable, further payments will be paid each year in January with a \$15,000 cap. The City reserves the right on a case-by-case basis to pay an employee more than the \$15,000 maximum rather than carry-over the balance to the next year.
- 3.) There will be an application period ending at 1600 hours on Friday, June 20, 2008. Employees must sign a letter of intent to retire/resign by this time and date to be eligible for the ERI. Any employee that submits such letter of intent and then does not ultimately retire/resign by August 29, 2008 shall forfeit 1 week of vacation time.
- 4.) It is agreed that unless fifteen (15) employees opt for the ERI during the above application period, this agreement shall become null and void and the City shall then proceed with the layoff of employees unless the union produces an equivalent concession package by July 1, 2008.
- 5.) It is agreed that for the duration of this agreement the wages of those newly employed shall be:

Firefighter Step 1	\$24,000
Firefighter Step 2	\$25,000
Firefighter Step 3	\$28,000

APPENDIX D
MEMORANDUM OF UNDERSTANDING (Continued)

Firefighter Step 4	\$31,500
Firefighter Step 5	\$35,000
Firefighter Step 6	\$38,500
Firefighter Step 7	\$42,000
Firefighter Step 8	\$45,500
Firefighter Step 9	\$49,000
Firefighter Step 10	\$52,500

Wage step reflect annual increases upon the employee's employment anniversary date. These wage rates will be fixed regardless of any pay increases that the union may negotiate through subsequent Collective Bargaining Agreements. Unless otherwise prohibited by law, the City will extend the time for a newly hired employee to move into the City to 24 months from the date of hire.

- 6.) Employees that opt for the ERI may not return to work for the City of Youngstown Fire Department unless they return all money they received including severance.
- 7.) The City agrees to replace all employees that retire under this ERI with new employees who will be subject to #5 above. It is agreed that current staffing will need to be increased by one (1) step 1 firefighter to accommodate the SAFER Grant.
- 8.) Any employee that opts for this ERI and is currently on extended sick leave (30 days or more), IOD, or Temporary Total Workers' Compensation must retire/resign no later than 2 weeks after signing the ERI application to be eligible for the ERI.
- 9.) No further ERI offers will be made by the City for the life of this agreement.
- 10.) The City agrees that if it enters into an agreement with any other union within the next 3 years for concessions, through retirement incentives, reduction of force through attrition, or salary and/or benefit concessions, and the City agrees to terms that are more favorable to other unions than those agreed to herein, the City will extend the same favorable terms to IAFF 312.
- 11.) The City reserves the right to grant extensions, at its sole discretion, to retirement dates as mentioned above. An otherwise eligible employee requesting an extension of their retirement date must notify the City, through the Fire Chief, no later than June 17, so that the request may be considered before the end of the application period. The employee shall furnish to the City their extension request in writing, including the reason and requested retirement date. **(Note: there will be no extensions to the application date under any circumstances.)**

A tentative agreement on the foregoing terms has been reached between the City Administration and members of the IAFF 312 Bargaining Committee, who have affixed their signatures below.

APPENDIX E (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN RESPONSE TO GRIEVANCE

NO. _____ STEP _____

NAME OF RESPONDENT _____

RANK AND/OR DESIGNATION TO PROCESS GRIEVANCE _____

DATE OF HEARING _____

RESPONSE TO CITY TO HEARING BEFORE DEPARTMENT HEAD OR HIS
REPRESENTATIVE _____

DISPOSITION _____

SIGNATURE WITH RANK OR DESIGNATION

DATE

APPENDIX E (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN
MAYOR'S DESIGNEE DECISION

NO. _____ STEP _____

DATE RECEIVED BY MAYOR'S DESIGNEE _____

NAME OF GRIEVANT _____

DISPOSITION _____

SIGNATURE OF PERSON DISPOSING OF GRIEVANCE

DATE DISPOSED

COPIES TO: GRIEVANT; PRESIDENT OF UNION; DEPARTMENT HEAD;
MAYOR'S DESIGNEE

APPENDIX E (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN
GRIEVANCE FORM
SUMMARY AND DISPOSITION SHEET

NO. _____ STEP _____

DEPARTMENT AND/OR DIVISION _____

NAME OF GRIEVANT _____

DATE FILED _____

SIGNATURE OF PERSON RECEIVING SAME FOR CITY _____

- THIS GRIEVANCE IS SETTLED
- THIS GRIEVANCE IS NOT SETTLED
- I APPEAL TO THE _____ STEP
- I DO NOT WISH TO APPEAL
- I APPEAL TO THE DEPARTMENT HEAD
- I APPEAL TO THE MAYOR'S DESIGNEE
- I APPEAL TO ARBITRATION

COMMENTS _____

UNION REPRESENTATIVE

APPENDIX F
INSURANCE BENEFITS SCHEDULE

MEMORANDUM OF UNDERSTANDING

Either party may reopen negotiations for the last year of this Agreement for the sole purpose of negotiating wages and health insurance. Wages are negotiable only for those bargaining unit members who are not exempt due to fixed wage tiers as outlined in Article 55 and Appendices A and D. Notice to reopen negotiations must be submitted in writing to the other party by July 15, 2013.