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**AGREEMENT
BETWEEN THE
CITY OF YOUNGSTOWN
AND THE
YOUNGSTOWN POLICE ASSOCIATION/
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
(PATROL OFFICER)**

**Effective Upon Execution through
November 30, 2015**

SERB Case# 2012-MED-09-0832

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ARTICLE 1
PURPOSE AND INTENT

Section 1. The purpose of the City of Youngstown (hereinafter referred to as the "City" and "Employer") and the Youngstown Police Association/Patrol Unit (hereinafter referred to as the "Union") in entering into this Contract is to set forth their understanding as to mutually acceptable rates of pay, hours of work, and other conditions of employment, including a means for equitable adjustment or settlement of grievances.

Section 2. It is the intent of the parties to promote orderly and peaceful relations with City police officers, to ensure uninterrupted operation of the Police Department, and to achieve the highest level of police officer performance consistent with safety, good health, and sustained effort.

It is understood that the effectuation and implementation of this contract must be accomplished consistent with applicable statutes and ordinances.

ARTICLE 2
RECOGNITION

Section 1. The City hereby recognizes the Youngstown Police Association, Patrol Officers Unit, consisting of all sworn police officers with a rank of Patrol Officer, as the sole and exclusive bargaining agent of all such sworn police officers employed by the City for the purpose of collective bargaining about any and all matters related to wages, hours, and working conditions.

Section 2. Notwithstanding the provisions of this article, Sergeants, Detectives, Detective Sergeants, Lieutenants, Captains, and the Chief of Detectives shall not be included in the unit.

ARTICLE 3
**SCOPE OF CONTRACT/APPLICATION OF CIVIL SERVICE/
MID-TERM BARGAINING**

Section 1. Scope of Contract. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any letter of understanding executed concurrently (or after) with this contract constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 3, for the term of this contract. The parties acknowledge that during the negotiations which resulted in the contract, each had the unlimited right and opportunity to make its demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the contract and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this document.

Therefore, the City and the Union for the duration of this contract voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this contract.

Section 2. Bargaining Unit Application of Civil Service Law. Unless otherwise expressly 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 Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Youngstown Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC. Additionally, promotional appointments shall continue to be governed by applicable statute, regulation, and rule except as modified by this Agreement.

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, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The City may unilaterally implement such change after impasse is reached so long as the law permits.

ARTICLE 4 **RESPONSIBILITIES OF THE PARTIES**

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

Section 2. Union Non-Discrimination. There shall be no intimidation or coercion of police officers into joining the Union or continuing their membership therein. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union. There shall be no interference with the right of police officers to become members or to continue as members of the Union.

Section 3. Union Activity. There shall be no Union activity on City time, except as approved by the City or its representative.

Section 4. No Strike/No Lockout. There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No police officer shall participate in any such activities. There shall be no lockouts.

Section 5. Utilization of the Grievance Procedure. The applicable procedures of the contract will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this contract.

Section 6. Non-Discrimination. It is the continuing policy of the City and the Union that the provisions of this contract shall be applied to all police officers without regard to race, color, religious creed, national origin, sex, age, military status, ancestry, genetic information, or handicap. The representatives of the City and the Union in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

Section 7. 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.

Section 8. Scope of Discipline. The right of the City to discipline a police officer for a violation of this contract shall be limited to the failure of such police officer to discharge his/her responsibilities as a police officer and may not in any way be based upon the failure of such police officer to discharge his/her responsibilities as a representative or officer of the Union. The Union has the exclusive right to discipline its officers and representatives. The City has the exclusive right to discipline its officers and police officers.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. The City retains the exclusive rights to manage and direct the working force. In the exercise of its rights, the City shall observe the provisions of this Contract, as well as the provisions of applicable law. Unless the City agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the City to:

- 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.

Pursuant to the above, the City may relieve police officers from duty for legitimate reasons. The determination of just cause is subject to the contract's grievance procedure.

ARTICLE 6
UNION MEMBERSHIP/ DUES DEDUCTION

Section 1. Union Membership. All police officers in the bargaining unit shall be eligible to become members of the Union (i.e., YPA and OPBA) and to retain such membership.

Section 2. Dues Deduction. The City, pursuant to law, will deduct monthly YPA and OPBA dues, assessments, and initiation fees as designated by the treasurer of the Union. This is to include uniformly required membership dues and assessments of the Union. 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, and the deductions shall be transmitted to the Association 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 these deductions.

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). The fair share fee shall be deducted from the payroll check of the police officer without the necessity of a written authorization of the police officer as per Ohio Revised Code, Section 4117.09(C). 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. Fair Share Fee Deduction Procedure. Sixty (60) days 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. The Union warrants to the Employer that its fair share fee notice and rebate procedure complies with the applicable state and federal 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.

Section 5. President-Youngstown Police Association Release/Scheduling. The President of the Youngstown Police Association, or designee if he is not available, shall be released from duty for any Union related business with the prior approval of his supervisor, which such approval shall not be unreasonably withheld. The President of the Youngstown Police Association shall have the option of being assigned an administrative shift (Monday through Friday, 8:00 a.m. to 4:00 p.m.), which option shall be exercised no more than one time per calendar year.

ARTICLE 7
SEVERABILITY & LEGALITY

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 contrary to law and illegal by a tribunal having jurisdiction and 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 shall be found by the proper tribunal to be 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.

ARTICLE 8
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 9
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures which regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter at least ten (10) days prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement. The Union may file a grievance over the reasonableness of any newly established or modified work rule.

ARTICLE 10
REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties that work force reductions shall be governed by state law and the rules and regulations of the City of Youngstown Municipal Civil Service Commission, not inconsistent with state law. Appeals of such actions shall not be subject to the parties' grievance

and arbitration procedure contained in this Agreement. Appeals shall be processed through the Civil Service Commission.

Section 2. Return From Layoff. Each police officer who has been returned to the Police Department shall be immediately entitled thereafter to receive full compensation, including benefits, without penalty for the layoff period. This shall not apply to sick leave benefits, which must be actually earned, and shall not apply to the salary and wage increments for patrolmen pursuant to Article 27 of this contract, which is based on actual experience and training as a police officer.

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 (i.e., verbal reprimand).
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. 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.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, 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 contract.

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, fined, 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 between management and the employee and will provide at least twenty-four (24) hours advance notice.

The employee may be accompanied by a Union attorney and/or representative 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. Employees shall be given written notification of all discipline.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days, as defined by the grievance procedure, from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure. Working suspensions are considered a loss in pay.

Section 6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

Letters of Instruction and Cautioning	twenty-four (24) months
Written Reprimands	twenty-four (24) months
Suspensions and Fines	twenty-four (24) 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) month provisions listed above and shall be considered in all future discipline for a period of ten (10) years.

ARTICLE 12 **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. Grievances shall be processed on the forms that appear in Appendix D of this contract.

Within the grievance procedure, the grievant shall be required to prepare copies of the grievance. The City shall be required to acknowledge receipt of the grievance and provide copies acknowledging receipt to the YPA or the grievant.

The term calendar days as used in this article shall not include Saturdays, Sundays or holidays recognized in this contract, and if the deadline for action falls on one of these days, the deadline shall be extended to the next business day. The word "day" as used in this article means calendar day and shall be counted by excluding the first and last day.

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

Grievances involving discipline may be initiated at Step 3 of the grievance procedure, subject to the applicable time limits. Such grievance shall be filed by the YPA or the officer within ten (10) calendar days of receipt of discipline by the disciplined officer.

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 police officer has a dispute with the City, he may elect to discuss said matter with his immediate supervisor within three (3) days after the occurrence initiating the dispute. The supervisor shall respond to the employee within three (3) days from the date that the grievance is started.

Step 2. If the police officer is not satisfied with the response of the City given at Step 1, the police officer or the YPA can submit the grievance in writing to the Chief of Police 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 occurrence initiating the grievance.

All documents to be considered in Step 2 must be dated, signed by the police officer or YPA representative, and timely filed.

When the Chief of Police receives the grievance, the Chief or his authorized representative shall arrange a meeting with the grievant and the YPA within ten (10) days to discuss the grievance. The City shall render its decision in response to the grievance no later than five (5) days after the above-prescribed meeting. This decision must be in writing and signed by the Chief of Police or his authorized representative.

If the police officer or the YPA is not satisfied with the decision, they may process the grievance, within ten (10) days, to the Mayor's designee.

Step 3. Mayor's Designee. Within ten (10) days from the receipt of the grievance, the Mayor's designee shall either grant the remedy requested by the police officer or hold a hearing to evaluate and decide the grievance. This hearing may be attended by the grievant and/or representative of the YPA, the Chief of Police or his authorized representative and the person designated to act for the City by the Mayor.

Within seven (7) days of this hearing, the Mayor's designee shall make a decision in writing and transmit a copy of same to the YPA and the affected police officer(s).

Step 4. Arbitration. Within thirty (30) calendar days of the receipt of the decision of the Mayor's designee, the grievant may appeal said decision to arbitration by notifying the City in writing. This appeal to arbitration is conditioned on the signed approval of the YPA President or OPBA Attorney.

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 YPA may request a panel of nine (9) arbitrators from Ohio from the Federal Mediation and Conciliation Service. Once FMCS 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 FMCS. Each party may reject up to two (2) lists and request another list. The party that rejects the list shall bear the cost of obtaining a new list.

The arbitrator shall conduct a hearing on the grievance within sixty (60) days after he/she is selected as arbitrator. The hearing shall be in Youngstown, Ohio. The hearing shall be attended by the City and its representatives, the YPA and its representatives, and the grievant. Attendance of parties at any meeting or arbitration may be waived by the arbitrator, if requested in writing, and approved by the adverse party. The waiver of the attendance request shall be made a part of the record.

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 arbitrator shall make his or her written decision on the grievance within thirty (30) days after the conclusion of the arbitration hearing process.

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 YPA. 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, attorneys, 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.

With the exception of Ohio Revised Code, Section 2711.01, et seq., the arbitrator's decision shall be binding upon the City, the YPA 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 and/or benefits by the arbitrator shall be limited to the amount of wages and/or benefits that the police officer 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.
- D. The arbitrator shall notify the parties in writing of his or her ruling no later than thirty (30) days after the conclusion of the hearing.

Section 5. Grievance Procedure Timelines. If the City fails to hold a hearing or issue a decision within the time limits provided in this article, the grievant or Union may appeal the grievance to the next step, in accordance with the applicable time limitations, plus ten (10) calendar days.

Grievances resolved for the reason that either party failed to act within the prescribed time limitations shall not be considered precedents.

Section 6. Withdrawal of Grievance/Union Representation. The grievant may, at any time, withdraw his grievance. If at any step of the procedure the grievant is not available, the City shall meet with the YPA in the grievant's absence.

Section 7. Arbitration Timelines. All grievances shall be submitted to FMCS within ninety (90) days of the grievance being submitted for arbitration or the grievance will be considered untimely.

ARTICLE 13 **DRUG TESTING / EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The City shall adopt that certain Drug and Alcohol Testing Program as described in Appendix B, attached to this contract and made a part thereof, as if fully written herein. The parties agree that all bargaining unit employees are safety sensitive employees and will be subject to random drug and alcohol testing, and that all City personnel, bargaining and non-bargaining, shall be covered and subject to the City's Drug and Alcohol Testing Program.

The City may update and provide notice to the Union of the listing of illegal drugs that it may test consistent with state or federal law.

Section 2. Employee Assistance Program. The City and the Union will participate in an Employee Assistance Program with a joint objective of retaining valued, skilled police officers and assisting them in restoring their productive lives.

ARTICLE 14
HEALTH AND SAFETY

Section 1. Duty to Maintain/Report. The City agrees to furnish, and to maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each police officer. Police officers are responsible for immediately reporting any unsafe conditions or practices and for properly using and caring for all vehicles, tools, and equipment furnished by the City.

Section 2. Facility Security. The City agrees to install and maintain door locks of a kind sufficient to maintain the security of all police department facilities.

Section 3. Rubber Gloves. The City shall always provide an adequate supply of rubber gloves.

Section 4. Resuscitator Training. The City shall provide all jail unit personnel with adequate training on the manual resuscitators.

Section 5. Firearms Range. Effective January 1, 2005, the City will strive to provide each officer three (3) opportunities per year to shoot at a firearms range. The City will provide ammunition for this training. Operational procedures shall be discussed during labor-management meetings.

ARTICLE 15
PERSONNEL FILES AND INTERNAL INVESTIGATIONS

Section 1. The City shall compile and maintain an official personnel file for each police officer. This file shall be in the custody of the Chief of Police. The personnel file shall contain the rank and badge number.

The file shall also contain statements or reports relative to the evaluation of the officer. The evaluation documents will be inserted in said file from time to time.

Section 2. Inspection of File. The police officer shall have the right to inspect his file at any reasonable time, and to make copies of file documents. No document shall be removed from the file without approval by the Chief of Police.

Section 3. Access. The file shall be accessible to the legal representative of the police officer or through an authorized representative of the YPA, upon the written approval of the police officer.

Section 4. Clarification. A police officer 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 conclusions contained in file documents.

Section 5. Unfounded Complaints/Expired Discipline. The personnel file shall be immediately purged of unfounded complaints. The personnel file shall be purged of all complaints and records of reprimands, suspensions, or other disciplinary action that are more than two (2) years old. Once an item is purged from the file, such item shall not be used at any disciplinary proceeding and will cease to have force and effect.

Section 6. Unfounded Complaint Definition. An unfounded complaint is a complaint that has no basis in fact or where the officer's action was deemed justified or where the complaint was withdrawn by the complainant.

Section 7. Confidentiality of Internal Affairs Files and Investigative Documents. None of the above is to be construed in any way to restrict the right of the Chief of Police to compile records, statements, and documents relating to internal affairs investigations. The records and documents of the Internal Affairs Division of the Police Department shall be confidential and shall only be accessible to the police officers by approval of the Chief of Police or by legal process. Information regarding a departmental investigation will not be released until after notice is sent to the affected officer. Records, documents, pictures and other information related to officers involved in an internal departmental investigation shall be confidential and are not to be released until processed through the City Law Department.

There will be no shotgun polygraphs administered unless reasonable cause exists for such polygraphs.

Section 8. Unfounded Complaints/Internal Affairs Files. An unfounded complaint is a complaint that has no basis in fact or where the officer's action was deemed justified or where the complaint was withdrawn by the complainant. The internal affairs file shall be immediately purged of unfounded complaints. The internal affairs file shall be purged of all complaints that are more than two (2) years old. Once an item is purged from the file, such item shall not be used at any disciplinary proceeding.

Section 9. Internal Investigations. Any employee to be interviewed in an internal investigation, where he may be subject to disciplinary action, will be given reasonable notice and afforded the following safeguards:

- A. **Notice.** The employee will be informed in writing prior to the interview if the City believes the employee is a suspect in the investigation.
- B. **Union Representation.** The employee will be informed of the nature of the investigation, the allegations, and afforded the opportunity to consult with a Union representative or Union attorney prior to an interview. The employee shall be allowed the right to have a Union representative or Union attorney present during the interview. The opportunity to consult with Union representative or to have the Union representative or attorney present at the interview shall not delay the interview more than two (2) hours. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.

- C. Timing. Except for emergencies or where interviews can be conducted by telephone, the City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours.
- D. Breaks. The employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.
- E. Interview Parameters. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- F. Findings. The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
- G. Interview Record. If the City records and/or transcribes the interview, a copy of the tape and/or record of the complete interview shall be furnished upon request to the employee. The Union will pay five dollars (\$5.00) for any reproduction and agrees to wait until the conclusion of the investigation for any recording or transcript. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the City, the employee shall be given a copy thereof at the conclusion of the investigation at a five dollar (\$5.00) cost to the Union.
- H. Investigation Documents. If the investigation results in departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation, which will contain all known material facts of the matter including any tape or other recordings (at a cost of up to five dollars [\$5.00] per tape for duplication). The Union and the City also agree that any informant who is promised confidentiality will have his name or identifying characteristics redacted from those materials.
- I. Investigators. Officers, including ranking officers, who are the instigating proponent or an actual witness to an incident shall be prohibited from participating in the investigation.
- J. Timeliness. Interviews and investigations shall be concluded with no unreasonable delay. An arbitrator may consider the timeliness of an investigation in considering the merits of the discipline imposed.
- K. Polygraphs. There will be no polygraphs administered, including shotgun polygraphs, unless an employee representative or Union attorney is allowed to accompany the internal affairs during the polygrapher's examination. No interruption or advice or other activity can occur during the examination.

ARTICLE 16
EXTRA DUTY ASSIGNMENTS

Section 1. City Paid Assignments. Bargaining unit members acknowledge that it is within the discretion of the Employer to determine the number of patrol officers that will be needed for extra duty details paid by the City.

Section 2. Notice/Scheduling/Assignment. Bargaining unit members wanting to work extra duty details may sign up for a detail opportunities list. When a detail assignment for a patrol officer is to be made, the Employer will offer the assignment from a rotating seniority list. The City will attempt to provide five (5) days advance notice when such details become available. When an assignment is offered to a member, he shall be charged with the hours offered regardless of whether or not the opportunity is accepted, and placed at the bottom of the list. In the event that no member from the list accepts a detail opportunity when it is offered, then the least senior patrol officer from the list that is currently available and not already scheduled for work shall be ordered to report to work.

When the duties of the extra duty assignment normally fall within the classification of patrol officer (e.g., traffic patrol, traffic control, crowd control, etc.), the assignment should be made to persons occupying the classification of patrol officer. All details may include one (1) or more supervisors.

Section 3. Non-City Paid Assignments. The parties recognize that the use of City resources (e.g., uniforms, badges, radios, weapons, cars, etc.) and/or the color of one's office in order to facilitate personal gain constitute a violation of the Ohio Ethics Law. Therefore, the parties agree that bargaining unit members shall be prohibited from using City resources and/or the color of their office while performing extra duty assignments that are not paid by the City or established through an official documented arrangement between the City and another employer. The City agrees that it shall not unreasonably refuse to enter into such official documented arrangements.

ARTICLE 17
PART-TIME EMPLOYEES/AUXILIARY OFFICERS

Section 1. The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of Youngstown and maintain the integrity of police department operations, the Employer shall have the ability to utilize part-time/auxiliary personnel to supplement shift strength, cover time off, cover call offs, or otherwise perform duties that it determines necessary, but subject to the restrictions in section 2 of this article. The Employer agrees that the use of part-time/auxiliary personnel shall not cause a reduction in force (i.e., layoff or job abolishment) nor regularly scheduled hours. Part-time officers shall be laid off prior to full-time officers.

Section 2. The parties agree that in order to utilize part-time/auxiliary personnel, the Employer must maintain a minimum of one hundred twenty-five (125) bargaining unit members. Once one hundred twenty-five (125) bargaining unit members are maintained, five (5) part-time/auxiliary officers may be hired and utilized. Thereafter, for each additional five (5) bargaining unit members that are hired (e.g. 130, 135, etc.), the Employer may hire and utilize an additional five

(5) part-time/auxiliary officers, subject to the parties Memorandum of Understanding appended to this Agreement.

ARTICLE 18
EMPLOYEE PARKING

Section 1. The City shall provide free, secure and sufficient parking to bargaining unit members throughout the life of this Contract. Officers agree that they shall park in areas designated by the City and follow the City's guidelines with respect to parking.

ARTICLE 19
UNION ACTIVITIES

Section 1. Notice During Roll Call. Upon the request of the Union, notice of upcoming Union activities, meetings, etc. will be read during roll call.

Section 2. Negotiations. Up to three (3) members of the YPA Negotiations Committee will be paid for negotiations, mediation, fact finding, and/or conciliation when such time occurs during their regular scheduled shift.

Section 3. The Union President may send and receive faxes of ten (10) pages or less per transmission in the performance of OPBA business.

ARTICLE 20
BULLETIN BOARDS

Section 1. The City shall provide space for a bulletin board at the police station for the exclusive use of members of the bargaining unit.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union;
- G. legislative reports, court decisions, SERB decisions and notices;
- H. Publications, rulings, or policies of the YPA;
- I. Arbitration decisions, conciliation decisions, fact finding reports.

All other notices of any kind not covered in "A" through "I" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee of the city;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 21
LABOR MANAGEMENT COMMITTEE

Section 1. Composition. There will be established a Labor Management Committee (LMC), consisting of two (2) appointments made by the Chief of Police and two (2) representatives of the Union.

Section 2. Timing. The Committee will meet the second Friday of each quarter, or within fourteen (14) days of a request by either party, for the purpose of discussing those matters outlined below. No more than two (2) representatives of the Union and two (2) representatives of the Employer shall be permitted to attend such meetings, unless otherwise agreed.

Section 3. Subject Matter. The LMC shall not be construed as a substitute for the grievance procedure. The parties shall provide each other with an agenda of the issues to be discussed at least one (1) week prior to the scheduled date of the meeting. The purpose of such meetings shall be to:

- A. Discuss the administration of this contract;
- B. Discuss grievances that have not been processed beyond Step 3 of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interests to their members;
- E. Discuss ways to improve efficiency and work performance;
- F. Discuss training, education, and development opportunities;
- G. Consider policies relative to safety standards and equipment;
- H. Establish an awards system; and
- I. Provide a forum for discussion and aid relative to IOD.

ARTICLE 22
SENIORITY

Section 1. Definition.

- A. **Bargaining Unit Seniority.** Where “bargaining unit seniority” is referenced in this agreement, it means accumulated, continuous full-time service as a Patrol Officer with the City of Youngstown.

Section 2. A seniority roster shall be established showing each employee's length of service in the department and division. The City shall post this roster in a conspicuous place in the Police Department and said roster shall be updated at least every six (6) months.

Section 3. Length of continuous service is broken by:

- A. A voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff within seven (7) 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.
- D. Failure to report for work for more than five (5) workdays without having given the City notice of this absence prior to or during the five (5) day period will result in a break in continuous service unless the City determines a justification exists for the failure to give such notice.

Section 4. All badges shall reflect seniority.

ARTICLE 23
SCHEDULING/SHIFT BIDDING/SHIFT ASSIGNMENTS

Section 1. The Employer shall determine how many officers are to be assigned to each shift, division, and unit subject to the following restrictions.

Section 2. Shift Bidding. The City will establish and post those shifts that are available for bid by bargaining unit members. The parties agree that patrolmen shall be permitted to bid on all available shifts within the Patrol Division, including the traffic division with the exception of accident investigations (i.e., A-Turn Patrol, B-Turn Patrol, C-Turn Patrol) Each year by January 1, the City will conduct a shift selection bid during which time bargaining unit members will be permitted to bid for their shift preference for the following year. Bids shall be awarded by bargaining unit seniority, the member having the greatest bargaining unit seniority receiving his preference, and the new schedule will take effect January 16.

Section 3. Patrol Shift Assignments/Adjustments. Although the parties agree to allow for the bidding of Patrol Division shifts as described above, the Union recognizes the right of the

Employer/designee to make assignments, and if necessary, adjust the results of the bid for operational need. Additionally, if after the bid is made the Employer determines that an increase or decrease in the number of available slots on any given turn within the Patrol Division is necessary, the Employer will offer the opportunity for the adjustment by bargaining unit seniority. In the event that no member accepts the opportunity for the adjustment, the Employer will make an involuntary transfer in accordance with its operational needs. In the event that the Employer adjusts the results of a bid for operational need, but not including situations where the Employer is making an adjustment in connection with an increase or decrease in the number of slots, the Employer agrees to articulate the reasons for the bid adjustment. The Union shall then have the ability to grieve the reasonableness of the Employer's decision under this section.

Section 4. Car Assignment Bidding/Adjustments. The parties agree to allow for the bidding of patrol car assignments as described herein. The Employer shall determine how many and what respective car assignments are available at all times. Annually, bargaining unit members assigned to the patrol division will be permitted to bid their car preference by bargaining unit seniority. During the course of the year, should the Employer determine that the car assignment is to be utilized on a member's shift, the member will be afforded his bid preference during that shift. Whenever the Employer determines that a car assignment is not to be utilized on any given shift, the Employer may make an assignment to the member in accordance with its operational needs. In the event that an involuntary transfer occurs, new car assignments are created, or existing car assignments are eliminated, the parties agree to allow members on an affected turn to re-bid their car assignment, effective until the next annual bid.

Section 5. Disciplinary Transfers. Officers shall not be involuntarily transferred as a disciplinary measure without their consent.

Section 6. Notice for Transfer. The Employer agrees that it shall make a good faith attempt to provide thirty (30) days notice for any involuntary transfer.

Section 7. Investigative Assignment Bidding. The Union recognizes the right of the Employer/designee to make investigative assignments/detail bargaining unit members into the detective bureau, to determine how many opportunities for such assignments are available, and to increase or decrease the number of such assignments in accordance with its operational needs. Should the Employer determine that such assignments/details are to be made to bargaining unit members, the parties agree to permit three (3) of those opportunities to be bid by bargaining unit seniority. The parties agree that the first three (3) assignments/detail opportunities into the detective bureau shall be those eligible for bid. Assignments to the FSIU unit are not eligible for bid.

Once bid, those members occupying the assignments will not be removed except for documented performance reasons so long as the Employer determines that those assignments remain consistent with its operational needs, and these members shall have the right of first refusal to retain their positions in subsequent bids irrespective of seniority. In the event that the Employer removes a member from a bid investigative assignment, the Employer agrees to articulate the reasons for the bid adjustment. The Union shall then have the ability to grieve the reasonableness of the Employer's decision under this section.

ARTICLE 24
HOURS OF WORK/OVERTIME

Section 1. Workday/Workweek. The normal workday shall consist of eight (8) consecutive hours in a twenty-four (24)-hour period. The normal workweek shall consist of forty (40) hours made up of five (5) eight (8)-hour days in a seven (7) day period.

Section 2. Pay Period. The normal pay period shall consist of eighty (80) hours made up of ten (10) days of eight (8) hours each in a fourteen (14)-day period beginning at 12:01 a.m. Saturday and ending at 12:00 midnight Friday.

Section 3. Work Period/Cycle. For purposes of Fair Labor Standards Act (FLSA) compliance the City utilizes a one hundred seventy-one (171) hour, twenty-eight (28) day cycle for the calculation of FLSA mandated overtime. Overtime mandated by the FLSA will be paid in accordance with the Act. Overtime mandated by the contract will be paid in accordance with the parties' agreement.

Section 4. Overtime. A police officer shall receive one and one-half (1 1/2) times his or her regular hourly rate for each hour or fraction thereof which he or she works in excess of eight (8) hours in a twenty-four (24)-hour period, or in excess of forty (40) hours in a seven (7)-day period, or in excess of eighty (80) hours in a fourteen (14)-day pay period. However, a police officer who works sixteen (16) hours in a twenty-four (24)-hour period, due to a shift change, shall receive eight (8) hours of accumulated time in addition to his/her straight time pay.

Section 5. No Duplication/Pyramiding. There shall be no duplication of premium payments.

Section 6. Overtime Call-out Procedure – Patrol Division.

“Unscheduled” Overtime. An overtime call-out list shall be maintained for the purpose of offering overtime within the Patrol Division. The overtime call-out list shall be maintained by the Union and shall be submitted annually (by January 15) to the Staff Inspector. When the Employer determines that an unscheduled overtime opportunity is available (i.e., a need/opportunity arising with less than seven (7) days advance notice), it shall be offered first to current shift officers (officers on the shift adjacent to and preceding the shift where the opportunity exists) by seniority. If no current shift officer accepts the unscheduled overtime opportunity, it may then be offered, by seniority (from the overtime list), to those officers not assigned to the current shift, provided sufficient time to make such contacts is determined to be available. The unscheduled opportunity will be awarded to the first officer accepting the overtime that the Employer is able to make contact with. Should no officer accept the unscheduled overtime, or if sufficient time is not available to contact officers on the overtime call-out list, the Employer will order the least senior current shift (shift adjacent to and preceding the shift where the opportunity exists) officer to fill the unscheduled opportunity. No officer shall be ordered to fill an unscheduled overtime slot more than once in a seven (7) day period.

Scheduled Overtime. An overtime call-out list shall be maintained for the purpose of offering scheduled overtime. "Scheduled overtime" refers to those opportunities determined by the Employer and occurring with at least seven (7) days advance notice. When a scheduled overtime opportunity is determined to exist, it shall be offered first to officers on the shift where the opportunity exists who are not scheduled to work, by seniority. If no shift officer accepts the scheduled overtime opportunity, it shall then be offered, by seniority, from the overtime list. Should no officer accept the scheduled overtime, the Employer will follow the "unscheduled" overtime procedure.

Section 7. Hours Worked Defined. Overtime shall be paid based on all time an officer is in "pay status" even if the hours were not actually worked. "Pay status" includes time paid for holidays, vacations or accumulated time. Sick leave is not "pay status" for purposes of determining overtime.

ARTICLE 25 **OLD COMPENSATORY TIME**

Section 1. Old Accumulated/Compensatory Time. The following shall apply concerning Old Accumulated Time:

- A. All old accumulated time, which was frozen as of December 31, 1985, and otherwise not liquidated, shall be liquidated in any or all of the following methods, as determined by the individual police officer:
 - 1. The police officer may take an extra forty (40) consecutive working hours vacation per year and such additional vacation hours as are allowed by the Chief. Such extra vacation shall be scheduled after the departmental annual scheduling of regular vacation.
 - 2. The time may remain on the book and be taken as time off until retirement.
 - 3. All old accumulated time remaining at permanent separation from service can be paid off as follows: (i) at eighty percent (80%) of the then current hourly rate, or (ii) converted to "vacation" to be rolled into terminal pay at eighty percent (80%) less any further economic impact to the City that the election may cause.
 - 4. Any other plan agreed to by the City and the police officer.
- B. It is agreed that these terms govern the conversion of "old" compensatory time, unless held to be contrary to law.

Section 2. An officer who is given permission to take time off may elect to debit either the old accumulated time bank or the new accumulated time bank.

ARTICLE 26
NEW ACCUMULATED/COMPENSATORY TIME

Section 1. New Accumulated/Compensatory Time. The following shall apply to Accumulated/Compensatory Time earned after December 31, 1985.

Section 2. Maximum Accrual. Accumulated time is to be banked in a separate account and to be capped at four hundred eighty (480) hours. New accumulated time may be taken in cash or time off as earned. However, A/T in excess of the four hundred eighty (480) hours maximum set forth herein will be paid.

Section 3. F.L.S.A. Accumulated/Compensatory Time. F.L.S.A. compensatory time is time earned in lieu of cash payments for work that is considered to be overtime under the F.L.S.A. Such time is earned at a rate of time and one-half (1 1/2) and banked at straight time.

Section 4. Non-F.L.S.A Accumulated/Compensatory Time. In addition to the time earned in section 3, bargaining unit members also earn accumulated time in the following instances:

- A. **Court A/T.** Officers earn accumulated time for City required court appearance(s) at a minimum rate of four (4) hours for appearing in morning, afternoon, or evening court or time and one-half (1 1/2) for those hours actually spent in court, whichever is greater. The four (4) hour minimum is meant to compensate officers for all appearances occurring during the respective court session (i.e., morning court, afternoon court, etc.) An officer that is held over from one court session to the next shall receive a four (4) hour minimum for each session.
- B. **Holiday A/T.** Officers earn accumulated time as a result of a holiday worked at the rate of two and three-quarters (2 3/4) time (i.e., holiday pay plus time and three quarters (1 3/4) for those hours worked). Holiday overtime is credited at the applicable rate for time worked on a holiday. A holiday not worked is earned at straight time.
- C. **Shift Change A/T.** Accumulated time earned as a result of a shift change is accumulated at the rate of eight (8) hours per shift change.
- D. **Contractual Overtime A/T.** Accumulated time earned as a result of contractual overtime is earned in accordance with this agreement, at one and one-half (1 1/2) times the regular hourly rate, and banked at straight time.
- E. **Training A/T.** Officers assigned to train a probationary police officer for an eight (8) hour shift shall, in addition to their regular compensation, receive two (2) hours of accumulated time for that shift.

Section 5. A/T Conversion. Bargaining unit members may request that sixty (60) hours of A/T be converted to cash and paid out each year. Such requests for liquidation must be made in writing by the employee no later than December 1 of the year prior to liquidation. The liquidated hours will be paid out in July of each year at the hourly rate of the time of liquidation.

Section 6. A/T Scheduling for Patrol. No bargaining unit members shall be forced to use earned accumulated time. Holiday scheduling is not a means of forcing A/T usage. Accumulated compensatory time may be taken by the employee at the discretion of and with the approval of the Chief of Police. Accumulated compensatory time shall in no event unduly disrupt scheduling or maintaining operations but the generation of overtime pay shall not be considered an unduly disruptive event.

Section 7. A/T Awards. The Chief of Police may grant bargaining unit members accumulated time for a departmental award. The use of such awarded accumulated time shall be governed by the provisions of this Article. The Chief's award formula shall be attached as Appendix F.

ARTICLE 27 **SALARY AND WAGES**

Section 1. The salary and wage rates for bargaining unit members shall remain unchanged from December 1, 2012, through April 18, 2014. The actual steps and wage rates are set forth in Appendix A.

Section 2. Effective April 19, 2014 (the first pay in May 2014—paid on May 9, 2014), the salary and wage rates will be increased by one percent (1%) and are set forth in Appendix A.

Section 3. Effective January 1, 2015, the salary and wage rates will be increased by one and one-half percent (1.5%) and are set forth in Appendix A.

ARTICLE 28 **INSURANCE BENEFITS**

Section 1. Medical and Hospitalization Insurance. The City of Youngstown shall continue to provide to each bargaining unit member and his family medical, hospitalization and prescription insurance coverages and benefits comparable to the summary of coverages and benefits attached hereto as Appendix C or as otherwise established by a health insurance review committee (HIRC).

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 recommendations, 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 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 Insurance. The City agrees to provide life and accidental death and dismemberment insurance in the amount of twenty thousand dollars (\$20,000).

Section 4. Insurance Waiver. If any police officer elects to refuse the coverage provided in Section 1, then the police officer shall be paid the premium saved by the City, not to exceed one hundred sixty-eight dollars (\$168.00) per month payable in biweekly increments. Such election is contingent upon the police officer documenting the existence of health care coverage and executing a waiver of the City's group plan and further waiving any action for damages or reimbursement resulting from such election.

Section 5. Employee Contributions. Effective January 1, 2014, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed one hundred dollars (\$100.00) per month for single and two hundred dollars (\$200.00) per month for families. Any percentage exceeding the one hundred dollars (\$100.00) or two hundred dollars (\$200.00) contribution, as applicable, shall be paid entirely by the City.

Section 6. The City shall designate a full-time employee who will act as a liaison between the police officer and any insurance carrier for all insurance, Workers' Compensation and injured on duty pay.

Section 7. Carrier Changes. The City shall only be allowed to change health carriers after meeting with the Union to discuss the matter in any contract year. However, the City agrees that carrier changes shall not be made more than once in any given year. The parties agree that in the event of a carrier change, bargaining unit members will receive credit for monies paid toward the deductible amounts for that plan year.

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

Section 9. Alternative Plans. Notwithstanding Sections 1 and 2 of this article, the Union acknowledges that the Employer has the ability to offer alternative plans for medical, prescription, dental, and/or vision coverage. With respect to alternative plans, the Employer shall have the power to select carriers/providers, to establish benefit levels, determine costs, make mid-term plan adjustments, or otherwise determine the method of provision and coverage. At the employee's option, the participating employee may elect either single, with spouse, with children, family or other coverage offered under the plan(s).

ARTICLE 29 **LONGEVITY**

Section 1. Eligibility. Bargaining unit employees hired on or after January 1, 2001, who have completed not less than three (3) full years of service with the City shall be granted longevity pay. Those employees hired prior to said date shall be entitled to longevity pay after the completion of two (2) years of service under Youngstown Revised Code 163.30. Irrespective of Youngstown Revised Code 163.30, members who are suspended shall not have that suspension negatively affect their longevity calculation and/or payment.

Section 2. Amount/Payment. The longevity fringe benefit remains as provided in Youngstown Revised Code, Section 163.30, as amended, except the yearly increments shall be sixty-five dollars (\$65.00). Longevity pay shall be paid by separate check, on the first non-payday Friday of December of each year.

ARTICLE 30 **HAZARDOUS DUTY PAY**

Section 1. The hazardous duty pay benefit will be as set out in the Youngstown Revised Code, Section 163.31 as amended, except that payment of hazardous duty pay will be made as soon as practicable after the first of January in any given calendar year, and such yearly increment will be eight hundred and five dollars (\$805.00) annually.

ARTICLE 31
UNIFORM ALLOWANCE

Section 1. Amount. Each police officer shall receive an annual uniform allowance in the amount of one thousand eighty-five dollars (\$1,085.00).

Section 2. Last Year of Service. The uniform allowance shall be prorated in an employee's last year 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. Payment Timing. Payment shall be made in April of each year by one separate check.

ARTICLE 32
WORKING OUT OF CLASSIFICATION

Section 1. A police officer assigned by Chief's order to serve as an acting Detective/Sergeant for a full eight (8) hour shift shall be paid at the higher rank rate for that period. No officer is to be assigned as an acting Detective/Sergeant except by the Chief of Police. No person shall, however, receive the Chief's rate.

ARTICLE 33
CALL-OUT

Section 1. Call-Out Pay. A police officer called out to work on his or her day off shall be compensated at the rate of one and one-half times (1 1/2) his regular hourly rate. In case of such call out, said police officer shall work or be paid a minimum of four (4) hours at the premium rate, e.g., six (6) hours regular rate.

ARTICLE 34
BOMB SQUAD PAY

Section 1. Each police officer who goes out on a bomb squad detail shall, in addition to all other compensation provided for, receive accumulated time equal to eight (8) hours for each such detail. Additionally, such officer, after conclusion of the bomb squad detail, shall be permitted to take off the remainder of his shift, with pay, when circumstances of the bomb squad detail require as determined by the Chief of Police.

ARTICLE 35
HONOR GUARD

Section 1. For every honor guard detail assignment that the Chief of Police designates in writing prior to said detail assignment, any police officer who participates in said detail assignment shall be allowed accumulated time of four (4) hours per detail.

Section 2. Any police officer who engages in honor guard detail assignment as discussed above, either within or outside of the City, shall be considered to have "on duty" status for purposes of Workers' Compensation only.

ARTICLE 36
SHIFT DIFFERENTIALS

Section 1. Afternoon Shift. Each police officer who works the afternoon shift shall receive, in addition to all other compensation, an additional forty cents (\$.40) per hour.

Section 2. Evening Shift. Each police officer who works the night shift shall receive, in addition to all other compensation, an additional fifty cents (\$.50) per hour.

ARTICLE 37
COLLEGE EDUCATION BONUS

Section 1. The Employer shall provide bargaining unit members with annual bonus payments based on educational achievement. Such bonus shall be paid yearly in the month of February.

Section 2. Amounts. Bargaining unit members shall receive educational bonus payments according to the following schedule:

<u>Degree Obtained</u>	<u>Payment Amount</u>
Associate Degree	\$405.00
Bachelor's Degree	\$470.00
Post-Graduate Degree	\$565.00

ARTICLE 38
FITNESS FEE

Section 1. Each police officer shall be reimbursed one hundred sixty-seven dollars (\$167.00) annually for each officer's membership at any fitness center. Reimbursement is contingent upon the officer providing the City with proof of membership.

ARTICLE 39
ON CALL PAY

Section 1. Bargaining unit members assigned to be on-call as set forth in Section 2 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.

Section 2. The Union and City agree that those employees pre-scheduled to weekly on-call assignments in Bomb Squad, Crime Lab and Accident Investigation will receive ninety-one dollars (\$91.00) for their week spent in on-call status. Payment of the listed on-call pay is subject to the bargaining unit member's adherence to the requirements of Section 1.

ARTICLE 40
HOLIDAYS

Section 1. A police officer shall receive eight (8) hours of pay (i.e., holiday pay) for each of the following holidays even though not worked:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. Presidents Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |
| | 11. Personal Day |

Section 2. Holiday Pay Rate. Police officers who work on any of the foregoing holidays shall receive their holiday pay, plus time and three-quarters time for all hours worked.

Section 3. Holiday Pay Eligibility. In order to be eligible to receive holiday pay under section 1, an employee must work his regularly scheduled shift before, the day of, and after the holiday. An employee on vacation or other approved leave during these times shall not lose eligibility for holiday pay.

Section 4. Holidays During Vacation. When a recognized holiday falls on a day where the employee is on a scheduled vacation, the employee will receive holiday pay for that day and not be charged vacation.

Section 5. Holidays Observed. Upon execution, holidays will be observed on the actual day of the holiday.

Section 6. Personal Day Scheduling. Scheduling of the personal day shall be done in the same manner as Article 45, Personal Leave, Section 2. The personal day under this article is in addition to personal sick days provided elsewhere in this Agreement.

ARTICLE 41
VACATIONS

Section 1. Accrual. Each full-time police officer shall accrue vacation time on the basis of full-time employment with the City according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual</u>
After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After eleven (11) years of service	Four (4) weeks
After seventeen (17) years of service	Five (5) weeks
After twenty three (23) years of service	Six (6) weeks

Section 2. Eligibility/Usage. The length of vacation is determined by the police officer's full-time employment anniversary with the City of Youngstown, Ohio.

The City will continue to utilize a "use-it-or-lose-it" vacation policy. Employees hired after December 31, 2000, must complete one (1) year of service before being eligible for vacation leave. Upon completion of this one year of service, the police officer 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 police officer's date of hire to December 31 of the initial hire year. Effective January 1 of the next year, the police officer will be eligible to take the earned amount of vacation as outlined in Section 1 of this article. Thereafter, the officer's anniversary date shall be January 1, 2001, of said anniversary year.

Employees hired prior to January 1, 2001, shall have January 1 of their anniversary year as their anniversary date for vacation purposes. Officers in their last year of employment must earn the vacation for that year, i.e., prorated to date of termination.

Section 3. Vacation Pay/Cashout. For each week of vacation, the eligible police officer shall receive his/her normal week's pay (40 hours) in accordance with his/her regular pay scale at the start of the vacation. By agreement between the City and the police officer involved, vacation benefits may be liquidated in cash.

Section 4. Vacation Scheduling. Annual vacation scheduling and selection will be conducted within each specific division and on each shift, if applicable, by departmental seniority, except that the City reserves the right to amend/adjust the vacation schedule in order to assure the orderly operation of the department. The bargaining unit member with the greatest departmental seniority shall receive first preference for selection of vacation time. Scheduling of vacation in full week blocks (i.e., five (5) consecutive work days) shall take precedence over requests for less than that amount. Thereafter, bargaining unit members may take vacation time in minimum increments of one (1) day, if scheduling permits.

ARTICLE 42 **SICK LEAVE**

Section 1. Accrual. Each police officer shall be eligible to earn sick leave at the rate of one and one-quarter (1 1/4) days per month, not to exceed fifteen (15) days per year. An officer may not earn sick leave while on sick leave, injured on duty leave, leave of absence or layoff. Sick leave shall be accumulated without limit.

Section 2. Status/Benefit Entitlement During Leave. Sick leave compensation shall be computed at the police officer's normal daily or hourly rate at the time absence occurs. A police officer on sick leave or injured on duty leave shall be considered as being on the payroll and entitled to all benefits thereof, save those mentioned in Paragraph 1 of this article.

Section 3. Usage. Employees may use sick leave, upon approval by the Employer, which approval shall not be unreasonably withheld, for the following reasons:

- A. illness, injury, pregnancy, or pregnancy-related condition of the employee.
- B. exposure to a contagious disease that could be communicated to and jeopardize the health of other employees.
- C. examination/treatment of the employee, including medical, psychological, dental, or optical examination/treatment, by an appropriate licensed practitioner which cannot be scheduled during non-work hours.
- D. illness, injury, pregnancy, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Immediate family is defined as the employee's spouse, child, or parent of the employee or spouse.
- E. examination/treatment including medical, psychological, dental, or optical examination/treatment of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, at least one (1) hour prior to the start of his shift, unless an emergency prevents such notice.

Section 6. Documentation. The Police Chief may require a police officer to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, for an absence greater than three days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The Police Chief may require a physician's certificate every ten (10) days to justify the continued use of leave.

Falsification of either an application for injured on duty leave, a written signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. The applicable ordinance shall be followed.

Section 7. Patterned Absence/Abuse. An employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to counseling by the Police Chief or his designee. Pattern use or abuse of sick leave is evidenced by a frequency or pattern contiguous or related to holidays, weekends, vacation and/or consistent regular usage or a method of usage of available sick leave. Further abuse/pattern use shall result in disciplinary action.

Section 8. Sick Leave Transfer. Sick leave benefits shall be transferable from one political subdivision to another pursuant to Ohio Revised Code, Section 124.38 and its successors.

Section 9. Sick Leave Incentive Payment. For the first year of the Agreement only, bargaining unit members agree to waive sick leave bonus payments that would otherwise be payable (i.e., payments for the 4th quarter of 2009 and the 1st, 2nd, and 3rd quarters of 2010). Thereafter, for each quarter in which an employee does not use his sick leave and maintains a minimum of one hundred twenty (120) hours, he shall be entitled to a bonus as follows:

First Quarter	(January-March)	\$159.00
Second Quarter	(April-June)	\$159.00
Third Quarter	(July-September)	\$159.00
Fourth Quarter	(October-December)	\$159.00

The minimum hour 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 pro-ratable under any circumstances. The payment for non-use of sick leave will be made at the end of November or early December of the calendar year in which earned. Payment is based on the previously completed four (4) quarters (i.e., fourth quarter of the prior year and first three (3) quarters of current year).

Section 10. Attendance Abuse Policy/Minimum Balance Requirement. Employees shall maintain a minimum of one hundred twenty (120) hours of accrued sick leave. Officers shall have eighteen (18) months from the date of hire to accrue this one hundred twenty (120) hours minimum. Any employee without such accumulation is required to submit a signed medical practitioner's statement in order to receive sick leave payment.

ARTICLE 43
INJURED ON DUTY LEAVE (IOD)

Section 1. Injured on duty leave (IOD) shall be granted to any employee certified by the City as injured in the course and scope of City employment. 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 (see Appendix E). 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 City's grant of IOD pay. If such return of documents exceed 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/her sick leave, vacation leave or A/T time 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/Benefits. Wages and all benefits, with the exception of the accrual of sick leave, for those off-duty on IOD will be continued for up to three hundred sixty-five (365) calendar days, two thousand eighty hours (2080), 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 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. An employee on IOD leave shall utilize his vacation leave in the year that it was earned. The employee's IOD leave will then be extended, but not increased, by the amount of vacation leave he is required to use. The employee will be permitted to select at what point during the year he utilizes his vacation leave, in accordance with Article 41, Vacation, and an employee failing to schedule his vacation time off during the year shall be subject to forfeiture under the City's "use it or lose it" policy.

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, including an employee's refusal to perform the duties associated with his/her transitional work duty assignment, failure to comply with the terms outlined in this Agreement, etc.

Section 9. Light Duty. If the employee is able to work in a light duty assignment, the City may provide work within the Department, if available. Light duty work is only available for employees who would otherwise be off under Workers' Compensation. An employee working in a light duty assignment will be compensated at their regular rate of pay. A light duty work assignment shall not exceed sixty (60) days, unless mutually agreed to by both the Union and the City.

An employee cannot refuse to accept a light-duty work assignment. Only an employee's physician may provide evidence supporting an employee's inability to accept a light-duty work 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 work assignment, the City will make a determination as to the employee's ability to work light duty.

Both the City and the Union recognize that an employee may be assigned to a light duty assignment in any City department, subject to any demonstrated physician restriction.

Time spent on a light-duty assignment shall not constitute time off under these IOD provisions.

ARTICLE 44 **BEREAVEMENT LEAVE**

Section 1. All full-time police officers shall be eligible for bereavement leave for death in their immediate family.

Section 2. Immediate Family Defined. For purposes of bereavement leave, immediate family includes the employee's spouse, child (natural or adopted), current step children, father, mother, father-in-law, mother-in-law, grandparent or grandchild, brother or sister, brother-in-law, sister-in-law.

Section 3. Amount/Eligibility. Each police officer shall be allowed time off with regular pay not to exceed three (3) scheduled duty days. Paid bereavement leave shall only apply when the funeral services, including the calling hours, shall fall on regularly scheduled duty days, to be expandable upon approval of the Chief of Police.

ARTICLE 45 **PERSONAL LEAVE**

Section 1. Each police officer shall be entitled to two (2) paid personal days of leave per year (December 1 through November 30), deducted from the employee's sick leave balance. These days

shall not count against the employee for purposes of non-use of sick leave bonus. Personal days shall not be cumulative.

Section 2. Scheduling. The permission for said personal day shall be obtained twenty-four (24) hours in advance from the head of the department, or in accordance with established department rules. Only one (1) officer per shift will be permitted to exercise a personal day. The police officer shall suffer no penalty if he or she properly obtains this day.

ARTICLE 46 **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 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 net pay and the employee may be subject to discipline.

ARTICLE 47 **RETIREMENT AND SEVERANCE**

Section 1. Retirement/Separation. When a police officer retires or leaves the City's employment, the City shall pay him full value of his new accumulated time (A/T), the full value of his/her accumulated vacation time, and thirty five percent (35%) of the value of his/her accumulated sick leave. This shall be paid on the basis of the police officer's current basic hourly wage, or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater.

Section 2. Periodic Separation Payments. A police officer who declares his intention to retire to the City may, in the three (3) years preceding retirement, elect to receive payment for his accumulated leave due under Section 1 in three (3) equal payments in May of each year (i.e., one-third [1/3] accumulation each year). In order to exercise this option, the employee must notify the Employer of his desire to receive payment prior to November 1st of the year preceding the first year of payment. Thereafter, payments shall be made in the form of a lump sum for three (3) successive years with the final payment being made at the time the employee retires.

Section 3. Death Prior to Retirement. If a police officer dies prior to retirement the City shall pay his/her designated beneficiary, or the legally appropriate beneficiary, the full value of his/her new accumulated time (A/T), the full value of his/her accumulated vacation time, and thirty-five percent (35%) of the value of his/her accumulated sick leave. Payment shall be made on the basis of the police officer's current basic hourly wage or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater. The proper designation of the beneficiary shall be made on forms provided by the City's Risk Management office, as per Youngstown Revised Code, Section 163.06.

Section 4. Duty Weapon. Each officer who retires after fifteen (15) years of service shall have the option to purchase his duty weapon for the sum of One Dollar (\$1.00). Purchase of the duty weapon shall be subject to the requirements of Youngstown Codified Ordinance 163.20, as enacted in 1981, to the extent that it does not conflict with this section.

Section 5. Death in the Line of Duty. In the event an employee dies in the course and scope of employment, as defined by the Public Safety Officers Benefits Act guidelines, his/her beneficiary or his/her estate shall receive one hundred percent (100%) of his/her accumulated sick leave, in addition to all other A/T or vacation time earned as set forth above.

ARTICLE 48
VESTS

Section 1. Every five (5) years, the City will supply a bulletproof vest to each uniformed patrol officer prior to assignment, with a reimbursement rate of up to eight hundred fifty dollars (\$850). Officers must provide proper documentation in order to receive reimbursement.

Section 2. Vests will be tested after five (5) years of service, according to manufacturer's recommendations. Each officer shall comply with department regulations concerning the wearing of vests.

Section 3. Purchase at Retirement. Each officer who has been issued a bullet-proof vest may purchase the vest upon retirement for the sum of one dollar (\$1.00).

ARTICLE 49
POLICE BADGE

Section 1. Purchase at Retirement. Each sworn police person who has served for a period of twenty-five (25) years and who retires after such service after shall be given by way of compensation, the right to purchase his/her duty badge from the City for the sum of One Dollar (\$1.00).

Section 2. The City and the Union hereby agree that bargaining unit members who are on FMLA leave, sick leave, IOD leave or any approved leave of absence (except for those leaves involving other employment outside the Youngstown Police Department) shall be entitled to retain Police Department identification and police badge during that leave. Officers on a disciplinary suspension for less than twenty (20) days shall retain the right to keep such items.

ARTICLE 50
PROMOTIONAL EXAMS/DELIVERY OF NOTICE

Section 1. Timing for Exam Due to List Expiration. In the event that a valid promotional list is due to expire, announcement for the next examination shall be made ninety (90) days prior to list expiration. The promotional exams shall then be held within thirty (30) days after the list expiration date.

Section 2. Timing for Exam Due to List Exhaustion. In the event that a valid promotional list expires as a result of exhausting the list of persons eligible for appointment on the list, the promotional examination shall be held no sooner than ninety (90) and no later than one hundred twenty (120) days after exhaustion of the list. Examinations shall be held at the earliest of Sections 1 and 2 herein. The sixty (60) day requirement set forth in R.C. 124.44 is waived.

Section 3. Promotional Exam Eligibility. Any police officer hired after January 1, 1998, must have five (5) years of continuous service as a City of Youngstown police officer in order to be eligible to take a promotional exam. All other police officers shall be deemed eligible for the exam.

Section 4. Delivery of Notice. Any notice to be given under the contract shall be by certified mail. Such notice to the Union shall be mailed to the following address:

Youngstown Police Association
P.O. Box 773
Youngstown, Ohio 44501

If the YPA's address is changed, the new address shall be delivered in writing to the City Law Department.

ARTICLE 51 **INDEX/DESK WORK**

Section 1. With the exception of light duty assignments, officers shall not be assigned to work desk or index positions (civilian clerk positions) that are performed by AFSCME bargaining unit members.

ARTICLE 52 **DEFERRAL OF INCOME AND TAXATION**

Section 1. Pension Pick-Up. The City agrees to "pick-up" the statutorily required contribution to the Police and Fire Pension Fund by the salary reduction method that the individual police officer has been paying pursuant to present federal and Ohio laws. Allowing employees to contribute in this manner results in a deferral of federal and state income taxes on a portion of their wages and a reduction in taxable income.

Section 2. Procedure. The City will withhold the full amount of the statutorily required contributions by the salary reduction method from the gross pay of each person within the bargaining unit and will remit the payment to the Police and Fire Pension Fund in Columbus, Ohio. No police officer shall have the option of choosing to receive the statutorily required contribution directly instead of having it "picked up" and remitted in this manner.

The City shall, in reporting and making remittance to the Police and Fire Pension Fund, report that the police officer's contribution has been made by the salary reduction method as provided by statute. The gross wage or salary of the police officer subject to the "pick up" provided by this section shall not change as a result of this "pick-up."

ARTICLE 53 **LEGAL DEFENSE AND INDEMNITY**

Section 1. Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07.

ARTICLE 54
TERMINATION OF THE CONTRACT

Section 1. This Contract shall be effective upon ratification/acceptance of a final tentative agreement by both parties (date of latest acceptance) or upon issuance of a conciliator's award, and shall remain in effect through midnight November 30, 2015.

ARTICLE 55
NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS

Section 1. Contact Information. All bargaining unit members are required to ensure that all of the contact and address information is kept current and, upon demand, complete the necessary forms so that the City can ensure that its files and contact information are accurate and up to date.

Section 2. Dependent Status Information Reporting. All bargaining unit members are required to provide notification to the City, within thirty (30) days of the occurrence of a potential eligibility changing event, so that the City can report such information to its insurance carrier. Not by way of limitation of the foregoing requirement, illustrative examples of events or the types of events that shall require notice to the Employer are:

1. A change in the marital status of the employee (e.g., marriage, divorce, dissolution, annulment, death, etc.).
2. A change in college enrollment status of the employee's child or dependent (e.g., withdrawal, dismissal, expulsion, full-time to part-time status, etc.).
3. A change in the identity of or status regarding any of the employee's children or dependents (i.e., adoption, custody status arrangements, birth, death, etc.).
4. The attainment of nineteen (19) years of age by any child or dependent of the employee.
5. The attainment of twenty-five (25) years of age by any child or dependent of the employee that is a full-time student
6. Mental or physical disability of any dependent affecting dependency status.

The parties recognize that additional situations may exist requiring notice and agree that any situation requiring notice not listed above will not result in discipline (provided that the employee takes action to enter into a repayment plan) until such time as the Employer provides notice to the employee, with a copy to the Union, of that matter and an effective date for compliance. The reimbursement obligation under Section 4 would still apply.

Section 3. Documentation. The City may require that an employee provide the insurance company with documentation establishing and/or verifying any information that is required to be provided under this article.

Section 4. Reimbursement. In the event that the employee fails to provide notification to the Employer as described above, and public funds are expended for coverage, benefits, or other costs that otherwise would not have been paid had the accurate employment information been provided, the employee will be required to reimburse the Employer for those monies that were inappropriately expended. The employee shall be required to enter into a repayment plan and execute any documentation that the Employer determines to be necessary to facilitate the repayment in a prompt manner. The plan shall be entered into within thirty (30) days of the event first being brought to the attention of the employee.

The parties agree to enter into a reasonable reimbursement plan which may include the forfeiture of monetary payments due under the contract, payroll deductions, forfeiture of accrued paid leave, etc. In the event that an employee does not make arrangements for reimbursement in full, the Employer may take whatever actions deemed necessary to achieve repayment, including the involuntary withholding/offset from payments due under the contract or at separation, if necessary. In the event that the Employer takes action to achieve repayment, the employee may file a grievance over the "reasonableness" of the Employer's action.

Section 5. Discipline. Any employee that refuses to enter into the mandatory reimbursement agreement, refuses to fully complete any initial or update request for information required by the Employer, refuses to provide documentation as directed by the Employer, or provides inaccurate information shall be subject to termination for insubordination and/or dishonesty. Any employee that otherwise fails to report any of the informational changes to the Employer as required by this article shall be subject to discipline, pursuant to the terms of the parties' agreement.

ARTICLE 56 **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 may offer to bargaining unit members a voluntary leave conversion program as set forth below. The City may, at its sole discretion, discontinue or suspend the program in any given year. The parties acknowledge that these payments are non-pensionable under the OPFPDF regulations.

Section 2. Participation Criteria. Bargaining unit members 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.

The minimum balance 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 balance amount 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 that satisfies the criteria for participation and achieves the following goals may convert a maximum of one hundred (100) hours of sick leave annually utilizing any combination of the following options:

- A. An employee who utilizes no sick leave during a calendar year (January 1-December 31) may liquidate up to fifty-one (51) hours of sick leave at the rate of fifty percent (50%) of his current hourly rate.
- B. An 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.
- C. An 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.

Section 4. Payment Maximum/Schedule. The combined amount of sick leave that may be converted shall not exceed one hundred (100) hours for any given year. Payment will be made during the first quarter following the year in which the employee participated in the program.

ARTICLE 57 **INVESTIGATIVE STIPEND**

Section 1. Amount. In lieu of any claim for out-of-class payment, the parties agree that those members that occupy, through bid or involuntary assignment, investigative assignments in the detective bureau shall be eligible to receive an annual pay stipend of one thousand two hundred dollars (\$1,200).

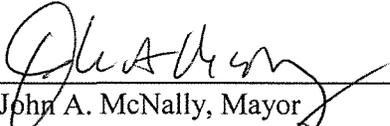
Section 2. Payment Method. Payment of the stipend will be made on a monthly basis and incorporated into the member's regular wages following each respective month of service. In the event that a member does not complete an entire month or year of service, the stipend will be prorated accordingly.

SIGNATURE PAGE

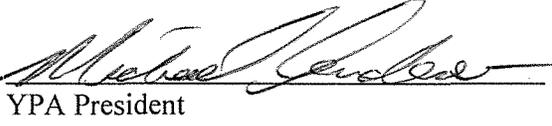
IN WITNESS WHEREOF, the parties hereto have set their hands this 4th day of June, 2014.

For the City of Youngstown

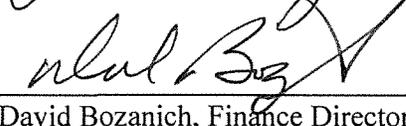
For the Union



John A. McNally, Mayor

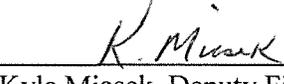


YPA President

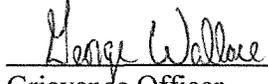


David Bozanich, Finance Director

YPA Secretary/Treasurer



Kyle Miasek, Deputy Finance Director



Grievance Officer



Sandy Conley, Negotiator
Clemans, Nelson & Associates, Inc.

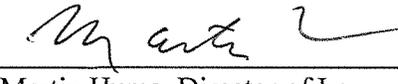


Daniel Leffler, Esq., OPBA Attorney

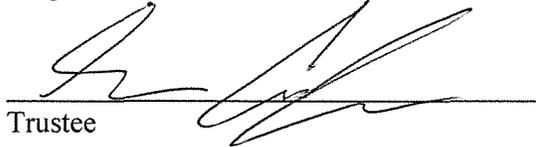
Approved as to Form:



Sergeant at Arms



Martin Hume, Director of Law



Trustee

SIDE LETTER #1
CONFIDENTIALITY OF PERSONAL INFORMATION

The parties recognize and agree that directory information containing the home address, telephone numbers, and other personal information for bargaining unit members should not be kept in a manner that could compromise its confidentiality (i.e., public access). The parties agree that the directory shall be kept in the Police Chief's office, with a copy in the Captain's Office as well, and that any removal of the directory from either location shall require that the directory be logged out.

SIDE LETTER #2
SECONDARY EMPLOYMENT

The parties agree that they shall continue to follow the current procedures for notification and approval of non-city paid secondary employment (i.e., general order 1.3.18), until such time as the order is revised/replaced to conform with Article 16, Section 3. The Employer will notify the Union prior to the implementation date of the revised order. Upon notification, this side letter will cease to have force and effect.

SIDE LETTER #3
PRIOR SERVICE CREDIT FOR VACATION

The parties agree that the Union's specific waiver of R.C. 9.44 shall not affect any employee who is a member of the bargaining unit as of April 29, 2008. Those employees currently members of the Youngstown Police Association Patrol Officers Union shall continue to have their prior public service counted for the purposes of vacation service credit in accordance with R.C. 9.44. Thereafter, vacation service credit will be determined on the basis of full-time service with the City of Youngstown, in accordance with Article 40, Vacation, of the parties' collective bargaining agreement.

SIDE LETTER #4
FLSA OVERTIME AND CONTRACTUAL OVERTIME

In acknowledging the difference between FLSA and contractual overtime, the Employer agrees that it is not its intent to replace contractual overtime with a FLSA 207(k) schedule for the payment of both contractual and FLSA overtime. Contractual overtime shall be paid according to the parties' Agreement. FLSA overtime shall be paid according to the act.

SIDE LETTER #5
VACATION SELECTION

Per Article 41, Section 4, the parties agree that the scheduling of vacation in full week blocks (i.e., five [5] consecutive work days) shall have precedence over requests for vacation of less than a full week. The parties acknowledge that the intent was to give vacation requests of a full week preference over vacation requests of less than a full week regardless of the employee's normally assigned work schedule. For example, an employee's request for vacation covering

their normally scheduled five (5) consecutive work days from Thursday through Monday shall be given preference over vacation requests of less than five (5) days.

MEMORANDUM OF UNDERSTANDING
PART-TIME EMPLOYEES/AUXILIARY OFFICERS

Notwithstanding the hiring ratio formula in Article 17, Section 2, in order to evaluate the initial impact of part-time/auxiliary officers on operations and bargaining unit overtime, no more than fifteen (15) part-time/auxiliary officers may be utilized during the if begun during the term of this Agreement. Any subsequent usage thereafter must conform to the hiring formula referenced previously. This will allow the parties to meet, review, discuss, and discern the impact, if any, that the use of part-time/auxiliary officers has on operations and bargaining unit members through the labor management committee structure.

APPENDIX A
WAGE SCHEDULE

From December 1, 2012, through April 18, 2014		0.0% Increase	
<u>Classification</u>	<u>Years of Full-Time Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Police Officer- Step 12	After 12 Years	\$54,383.75	\$26.15
Police Officer- Step 11	After 10 Years	\$47,318.07	\$22.75
Police Officer- Step 10	After 9 Years	\$43,894.86	\$21.10
Police Officer- Step 9	After 8 Years	\$40,763.58	\$19.60
Police Officer- Step 8	After 7 Years	\$38,939.32	\$18.72
Police Officer- Step 7	After 6 Years	\$37,500.00	\$18.03
Police Officer- Step 6	After 5 Years	\$36,000.00	\$17.31
Police Officer- Step 5	After 4 Years	\$34,500.00	\$16.59
Police Officer- Step 4	After 3 Years	\$33,250.00	\$15.99
Police Officer- Step 3	After 2 Years	\$32,000.00	\$15.38
Police Officer- Step 2	After 1 Year	\$31,000.00	\$14.90
Police Officer- Step 1	Entry	\$30,000.00	\$14.42

Effective April 19, 2014		1%	
<u>Classification</u>	<u>Years of Full-Time Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Police Officer- Step 12	After 12 Years	\$54,927.59	\$26.41
Police Officer- Step 11	After 10 Years	\$47,791.25	\$22.98
Police Officer- Step 10	After 9 Years	\$44,333.81	\$21.31
Police Officer- Step 9	After 8 Years	\$41,171.22	\$19.80
Police Officer- Step 8	After 7 Years	\$39,328.71	\$18.91
Police Officer- Step 7	After 6 Years	\$37,875.00	\$18.21
Police Officer- Step 6	After 5 Years	\$36,360.00	\$17.48
Police Officer- Step 5	After 4 Years	\$34,845.00	\$16.76
Police Officer- Step 4	After 3 Years	\$33,582.50	\$16.15
Police Officer- Step 3	After 2 Years	\$32,320.00	\$15.53
Police Officer- Step 2	After 1 Year	\$31,310.00	\$15.05
Police Officer- Step 1	Entry	\$30,300.00	\$14.56

APPENDIX A
WAGE SCHEDULE
(Continued)

Effective January 1, 2015		1.5%		
Classification	Years of Full-Time Service	Annual Salary		Hourly Rate
Police Officer- Step 12	After 12 Years	\$55,751.50		\$26.81
Police Officer- Step 11	After 10 Years	\$48,508.12		\$23.32
Police Officer- Step 10	After 9 Years	\$44,998.82		\$21.63
Police Officer- Step 9	After 8 Years	\$41,788.78		\$20.09
Police Officer- Step 8	After 7 Years	\$39,918.64		\$19.19
Police Officer- Step 7	After 6 Years	\$38,443.13		\$18.48
Police Officer- Step 6	After 5 Years	\$36,905.40		\$17.75
Police Officer- Step 5	After 4 Years	\$35,367.68		\$17.01
Police Officer- Step 4	After 3 Years	\$34,086.24		\$16.39
Police Officer- Step 3	After 2 Years	\$32,804.80		\$15.77
Police Officer- Step 2	After 1 Year	\$31,779.65		\$15.27
Police Officer- Step 1	Entry	\$30,754.50		\$14.78

APPENDIX B
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM

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. Police officers 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 personnel employed by the City.
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
(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 safety-sensitive position in the City will be routinely tested for drug or narcotic usage as part of their pre-employment medical exam. 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 an employee is under the influence of alcohol or drugs using illegal drugs, or has 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.

Random Testing

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

All safety-sensitive 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.

APPENDIX B (Continued)

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 (Ecstasy), phencyclidine (PCP), and such other controlled substances as warranted by statutory updates/societal changes. 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:

**APPENDIX B
(Continued)**

<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
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
Non-Prescribed Steroids/anabolic Steroids	N/A 200 ng/ml	N/A 200 ng/ml
Non-Prescribed Vicodin	N/A	N/A
Methadone	300 ng/ml	300 ng/ml
6-Acetylmorphine	10 ng/ml	10 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

APPENDIX B (Continued)

employee shall also be required to sign a certification on the custody and control form that the sample is his.

The laboratory shall report test results in a manner ensuring confidentiality to the employer's Medical Review Officer (MRO) and shall be DOT Certified to conduct drug and alcohol testing.

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 and subject him to discipline under part (C) of the Discipline Section of this program. 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 who has tested positive for drugs shall be permitted to perform or continue to perform safety-sensitive functions until he has been cleared by the SAP and passed a return to duty test.

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

**APPENDIX B
(Continued)**

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.

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. Discipline for a subsequent positive findings on a drug or alcohol test shall be 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
CITY OF YOUNGSTOWN
INSURANCE BENEFITS SCHEDULE

TO BE ATTACHED (CURRENT BENEFIT LEVELS)

Your Summary of Benefits



City of Youngstown
Blue Access® (PPO)
Effective 05/01/2014

BOARD OF CONTROL
DOCUMENT NO.
B 14-171 4/3/2014

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$10/\$10 No cost share No cost share No cost share	20% 20% 20% 20%
Preventive Care Services <ul style="list-style-type: none"> o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. 	No cost share	20%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o Allergy testing 	\$50 \$35 No cost share No cost share No cost share	\$50 20% 20% 20% 20%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No cost share	20%

Blue 7.0 600 Series

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility 	No cost share	20%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	No cost share	20%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	No cost share No cost share	20% No cost share No cost share
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$10/\$10 No cost share	20% 20%
Accidental Dental: Unlimited	Copayments/Coinsurance based on setting where covered services are received	20%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	20%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No cost share	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) Includes diabetic test strip o Home Delivery Service: (90-day supply) Includes diabetic test strip Medicare Rx - Wrap	\$8/\$15/\$25 \$16/\$30/\$50 Out of Pocket Limit: None	50%, min \$30 ⁵ Not covered

Notes:

- o All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- o Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- o When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- o No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- o Benefit period = calendar year
- o Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- o Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

Your Summary of Benefits

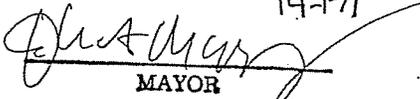
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

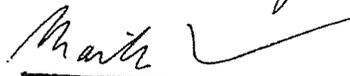
This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval

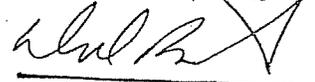
This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	APPROVED: <u>4/3/2014</u> DATE	Date
Underwriting signature (if applicable)	CITY OF YOUNGSTOWN BOARD OF CONTROL	Date


MAYOR


LAW DIRECTOR


FINANCE DIRECTOR

APPENDIX D
GRIEVANCE PROCEDURE

GRIEVANCE FORMS (CURRENT FORMS)

APPENDIX E
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the City's list of approved providers for IOD. The list will be updated in January of each year. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration.

City of Youngstown IOD/Workers' Compensation Providers (Alphabetical Listing)						Update January 2014
Full Name	Address	City	Phone	Primary/Specialty	Will Be POR	
Aey, John P., MD	10 Dutton Drive	Boardman	330-746-7691	Ophthalmology	yes	
Aey, John P., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology		
Akron Burn Center	300 Locust St. ste. 560	Akron	330-434-5341	Burns	Yes	
Arters, Joseph Canby, DPM	1300 S. Canfield-Niles Rd	Austintown	330-792-6519	Podiatry		
Baer, David DPM	3660 Starrs Centre Dr.	Canfield	330-702-0707	Podiatry		
Bailey, Rebecca, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease		
Bak, Edward P., DPM	6960 Market Street	Youngstown	330-758-3434	Podiatry		
Balmenti, Phillip E., DPM	827 McKay Court	Youngstown	330-758-1422	Podiatry		
Bautista, Manuel, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease		
Biondi, John, MD	7067 Tiffany Blvd., Ste. 280	Austintown	330-668-4055	Orthopedics-hand	at physician's discretion	
Black, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	yes	
Brocker, Brian P, MD	1616 Covington St. 4030 Boardman-Canfield Road, Ste. 100C	Youngstown	330-747-9215	Neurological Surgery	at physician's discretion	
Bury, Troy		Canfield	330-702-5555	Chiropractics		
Chuba, Vern, M, DPM	819 McCartney Rd.	Youngstown	330-746-7660	Podiatry		
Clautti, Christopher, DC	850 McKay Court	Boardman	330-726-6339	Chiropractics	yes	
Cosentino, Edward F., DPM	603 N. State Street	Girard	330-545-4993	Podiatry		
DeChellis, Ernest, DO	3002 State Route 5	Cortland	330-637-1000	General Practice	yes	
Defesco, Thomas, MD	7341 Eisenhower Road	Boardman	330-726-1138	Family Practice		
Devito, Peter, MD	7600 Southern Blvd. Ste. 2	Boardman	330-758-3985	General Surgery	at physician's discretion	
DiMarzio Lynn, PhD	8170 South Ave.	Youngstown	330-726-2965	Psychologist		
Donatelli, Shawn, DO	7067 Tiffany Blvd.	Boardman	330-758-2748	Pain Management	Yes	
Ebert, Daniel, MD	1485 E. Western Reserve Rd.	Poland	330-757-1495	Orthopedics-hand	at physician's discretion office in Cortland 1 day per week	

El-Hayek, Salim, MD	515 N. Meridian Road	Youngstown	330-799-1861	General Surgery	at physician's discretion
Engle, Michael, MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab	New claims only
Erzurum, Sergul, MD	10 Dutton Drive	Youngstown	330-792-7691	Ophthalmology	yes
Erzurum, Sergul, MD	1075 W. Western Reserve Road	Poland	330-792-7691	Ophthalmology	
Evan, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
Gerberr, Robert, OD	1075 W. Western Reserve Road	Poland	330-746-7691	Optometrist	
Goldstein, Lawrence, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Gross, Eric	6674 Tippicanoe Road	Canfield	330-533-0919	Physical Med / Rehab	yes
Gugliotti, Matthew, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
Gutlikonda, Prasad, MD	611 Belmont Ave.	Youngstown	330-744-2991	Psychiatry	
Hometown Urgent Care	1997 Niles-Cortland Road	Howland	877-841-0044	Urgent Care & Work Care	yes
Innocenzi, Anthony E., DPM	5385 Market Street	Boardman	330-788-1178	Podiatry	
Kartan, Ritha, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
King, Steven, MD	725 Boardman-Canfield Rd, Bldg. D	Boardman	330-783-9690	Psychiatry	
King, Steven, MD	1950 Niles Cortland Rd. NE	Howland	330-609-8588	Psychiatry	
Kollipara, Roop K., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Allergy/Immunology	yes
Kollipara, Roop K., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Allergy/Immunology	yes
Lyons, Michael, DC	1315 Boardman-Canfield Road	Boardman	330-726-7404	Chiropractics	Yes
Lyras, Louis, MD	7600 Southern Blvd.	Youngstown	330-726-0156	General Surgery	
Mathur, Pradeep, MD	955 Windham Court	Boardman	330-726-9570	Psychiatry	
Matteuci, Gerald, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management	yes
Nallapaneni, Sudhir K., MD	550 Parmalee Ave. St. 400	Youngstown	330-743-6270	Internal Medicine	yes
Naples, Sandy, DO	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	yes
Neville, Leaha Jane, DPM	819 McKay Court	Boardman	330-758-4335	Podiatry	
O'Brien, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	yes
Passarello, Walter, DO	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
Prommersberger, James E., DPM	940 Windham Court	Boardman	330-726-3348	Podiatry	
Pusateri, Gene J., DPM	80 E. Midlothian Blvd.	Youngstown	330-782-6113	Podiatry	
Ravi, Bhargava, MD	550 Parmalee Ave. St. 400	Youngstown	330-743-6270	Internal Medicine	
Reyes, Carmelita R., DPM	1543 E. Market Street	Warren	330-856-7778	Podiatry	
Rubino, Nino, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
Saadey, Jon, DDS	3620 Stutz Drive	Canfield	330-533-6688	Dentist	yes
Schmutz, Andrew, DC	45 State Street, Ste. B	Struthers	330-755-2500	Chiropractics	yes
Shaer, James, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics-hand	at physician's discretion
Sheakoski, Steven, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management	Yes
St. Elizabeth Corporate Care	45 McClurg Road	Boardman	330-729-1480	Occupational Health	yes
St. Joe's Corporate Care	1296 Tod Ave. NE, Suite 200	Warren	330-306-5030	Occupational Health	yes
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics	at physician's discretion

Wang, H. S., MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	yes
Wang, H. S., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Weiss, Alan, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management	Yes
Wilson, Keith, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	
Wilson, Keith, MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Wilson, Keith, MD	242 West 5th Street	East Liverpool	330-746-7691	Ophthalmology	
WORKMED Physicians	8426 Market Street	Boardman	330-884-2020	Occupational Health	yes
WORKMED Physicians	20 Ohltown Road	Austintown	330-884-1600	Occupational Health	yes
WORKMED Physicians	Trumbull Mem. Hos., 1350 E. Market St	Cortland	330-841-1144	Occupational Health	yes
Wyszynski, Richard, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology-retina specialist	
Yakubov, Lyn, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	yes
Yarab, Ronald M. Jr., MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab	New claims only
Yurich, Joseph, MD	7600 Southern Blvd.	Youngstown	330-726-0156	General Surgery	
Yurich, Joseph, MD	7641 Market Street	Youngstown	330-726-0156	General Surgery	
Ahn, Nicholas, MD	Chagrin Highlands-3909 Orange Place	Orange	216-844-8301	Orthopedics	
Ahn, Nicholas, MD	Kathy Risman Pavillon-1000 Auburn Dr.	Beachwood	216-844-8301	Orthopedics	
Ahn, Nicholas, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-8301	Orthopedics	
Armatario, George, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular	
Bell, Gordon, MD	Cleveland Clinic-9500 Euclid Ave. # A41	Cleveland	216-444-2606	Orthopedics	
Bell, Gordon, MD	29800 Bainbridge Road	Solon	440-519-6890	Orthopedics	
Belvedere, David, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular	
Biondi, John, MD	20 Ohltown Road	Austintown	330-792-9008	Orthopedics-hand	
Boniface, James, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Boniface, Raymond, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Boniface, Thomas, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Brockner, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery	
Brockner, Robert, MD	1616 Covington Street	Youngstown	330-747-9215	Neurology	
Butler, Adrian, MD	7423 Market Street, Ste. 205	Youngstown	330-729-1860	Orthopedics	
Cuttica, Robert, MD	6615 Clingan Rd., St. A	Youngstown	330-729-9910	Orthopedics	
Duffet, William S., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics	
Duran, Arthur, DO	6615 Clingan Rd. Ste. A	Poland	330-757-7888	Family Practice	
Ebert, Daniel, MD	1485 E. Western Reserve Road	Poland	330-757-1495	Orthopedics-hand	
Ebert, Daniel, MD	2600 Elm Road-1 day a week	Cortland	330-757-1495	Orthopedics-hand	
Franco, Alejandro A., MD	540 Parmalee Ave., Ste. 510	Youngstown	330-744-2118	Thoracic Surgery	
Furey, Christopher, MD	Twinsburg Health Center 8819 Commons Blvd.	Twinsburg	216-844-7822	Orthopedics	
Furey, Christopher, MD	UH Chagrin Highland Heights-3909 Orange Place	Orange	216-844-7822	Orthopedics	
Furey, Christopher, MD	Case Medical Center-1100 Euclid Avenue	Cleveland	216-844-7822	Orthopedics	

Furey, Christopher, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-7822	Orthopedics
Furey, Christopher, MD	Kathy Risman Pavillon-100 Auburn Drive	Beachwood	216-844-7822	Orthopedics
Garritano, Daniel, MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
Hoffman, David A, DO	1220 Belmont Ave.	Youngstown	330-743-3644	Cardiovascular
Houston, Robert R., MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Hout, Wahoub, MD	1001 Belmont Ave.	Youngstown	330-747-6446	Cardiovascular
Jamison, James P., MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Joseph, Thomas A., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kerrigan, James Thomas, MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kohli, Chander M., MD	540 Parmalee Ave., Ste. 310	Youngstown	330-747-1420	Neurological Surgery
Kohli, Chander M., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Neurological Surgery
Kollipara, Venkata S., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Vascular Surgery
Konya, Meredith, MD	3736 Boardman-Canfield Road	Canfield	330-533-8350	Pain Management
Lattanzio, Anthony, DO	20 Ohltown Road, Ste. 202	Austintown	330-884-1583	Family Practice
Lewis, Robert D., MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
McElroy, John B., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Musselman, Paul W., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Nagpaul, Amarjeet S., MD	755 Boardman-Canfield Road	Boardman	330-726-5500	Neurology
Obeng, Michael, MD	1044 Belmont Ave.	Youngstown	330-729-1860	General Surgery-plastic
Pantelakis, James, MD	6615 Clingan Rd. Ste. A	Youngstown	330-729-9910	Orthopedics
Picha, Brad, MC	1499 Boardman-Canfield Road	Canfield	330-758-0577	Orthopedics
Raheja, Mita, MD	3622 Belmont Ave.	Youngstown	330-759-8169	Cardiovascular
Scavina, Michael, MD	250 DeBartolo Place, Ste, 2750	Boardman	330-758-7703	Cardiovascular
Schwendeman, Leslie, MD	6470 Tippecanoe Road	Canfield	330-758-0577	Orthopedics-hand
Shaer, James, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics-hand
Schrickel, Tyson, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics
Solmen, James, MD	6470 Tippetcanoe Rd.	Canfield	330-758-0577	Orthopedics-foot, ankle
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics
Stefancin, John J., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics
Stefko, Joseph M., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Weimer, David, MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Woods, Susan, MD	20 Ohltown Road	Youngstown	330-799-0210	Dermatology
Yoon, Pyongson D., MD	1044 Belmont Ave.	Youngstown	330-884-4570	Thoracic Surgery
Yossef, Sayed, MD	3304 Stones Throw Ave.	Poland	330-707-1115	Gastroenterology
Young, Gary, MD	715 E. Western Reserve Road	Poland	330-726-3204	Cardiovascular

APPENDIX F
CITY OF YOUNGSTOWN
A/T AWARD SCHEDULE

MAINTAIN CURRENT APPENDIX LANGUAGE

APPENDIX F
CITY OF YOUNGSTOWN
A/T AWARD SCHEDULE

- A. Any employee may nominate another employee for a departmental award. To nominate an employee for a departmental award, a PD5010 (Award Nomination form) will be completed and copies of all applicable reports will be attached for forwarding to the Labor-Management Committee.
- B. When the nomination is made, it should not be made for a specific award as the Labor-Management Committee will make a determination as to which category the nomination will fit into.
- C. Upon receipt of an award nomination packet, the Labor-Management Committee will review it and if any data is missing that would hamper an impartial, unbiased review of that nomination, it will conduct an investigation to compile said data.
- D. Upon review of each award nomination, the Labor-Management Committee will vote on each award with a 3/4 vote being necessary to authorize the award.
- E. The Labor-Management Committee will meet monthly to consider awards and the awards shall be presented on a quarterly basis.
- F. At least one (1) week prior to the quarterly presentation, the awards authorized by the Labor-Management Committee will be provided to the Chief of Police for final review. The Chief of Police will either approve the award(s) as written or amend the award(s) in total or in part. During the Chief's approval period, he will have the option to meet with and discuss with the Labor-Management Committee any aspect of the nomination or award. The Chief of Police will have final approval of all awards given.
- G. The initiator or nominator of an employee for an award shall receive one hour of compensatory time.
- H. The five (5) possible awards that will be determined by the Labor-Management Committee are as follows:
 - 1. Departmental Commendation. A written commendation given to any employee(s) who have performed in an exemplary manner in any single instance or incident. (For example, an outstanding or worthy arrest that is made as a result of a call that the officer is dispatched to or the professional handling of an unusual or unique call in such a way that credit is brought to the department.) Four (4) hours of Accumulated Time shall be awarded with this commendation and must be taken as time off unless cashed in upon retirement.

APPENDIX F (Continued)

2. Meritorious Service Award.

A. Award Symbol. Green color bar. Upon the third award of this honor, a bar of the same color will be given with a white stripe signifying the employee has three (3) awards of this type and will be worn in lieu of three bars.

B. Criteria. An award given to any employee(s) who has performed in an exemplary manner in any single incident or instance in which a high degree of initiative or police professional skill is involved. (For example, an outstanding arrest made as a result of officer initiated activity, not on a call for service. The criteria would be fulfilled if it was the case of an assigned investigation which, through exceptional skill or dedication, the case would be solved or an arrest made.)

C. Pay Award. Eight (8) hours of Accumulated Time to be taken as time off unless cashed in upon retirement.

3. Excellent Police Duty Award.

A. Award Symbol. Blue and white color bar.

B. Criteria. An award given to any member who displays the following attributes:

1. Continual, evident professional performance during the entire year of the award,

2. Demonstrated competency in assigned duties.

3. Must have performed in a manner worthy of recognition and demonstrate unusual dedication to duty. This award can be given once in a five (5)-year period to be awarded in the first quarter for the previous five (5) years service.

C. Pay Award. From eight (8) to twenty-four (24) hours of Accumulated Time to be taken off unless cashed in upon retirement.

APPENDIX F (Continued)

4. Lifesaving Award.

A. Award Symbol. White color bar. Upon the third award of this honor, a bar of the same color with a blue stripe will be given signifying the employee has three (3) awards of this type and will be worn in lieu of three bars.

B. Criteria. An award given to any employee(s) who performs any single act of heroism or exemplary initiative which results in the saving of the life of another human being. (To meet the criteria, the individual saved must have been in a situation where the loss of their life was imminent or a realistic possibility.)

C. Pay Award. Sixteen (16) hours of Accumulated Time to be taken as time off unless cashed in upon retirement.

5. Award of Valor.

A. Award Symbol. Red color bar. Upon the third award of this honor, a bar of the same color with a white stripe will be given which will signify that the employee has three awards of this type and will be worn in lieu of three bars.

B. Criteria. An award given to any employee(s) who performs any single act of unusual bravery and valor characterized by maximum risk to the employee which results in either:

1. The saving of a life of another human being, or
2. The apprehension of a dangerous criminal or individual.

C. Pay Award. Twenty-four (24) hours of Accumulated Time to be taken as time off unless cashed in upon retirement.