



12-MED-10-1137
1523-08
K31154
09/02/2014

**AGREEMENT
BETWEEN THE
THE CITY OF YOUNGSTOWN**

**AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
(DISPATCH UNIT)**

Case No. 2012-MED-10-1137

Effective January 1, 2013

through

December 31, 2015

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1. Parties to Agreement. This Agreement is between the City of Youngstown (hereinafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA" or "Union").

Section 2. Purpose. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the OPBA; to provide for the equitable and peaceful adjustment of differences which may arise; to promote individual efficiency and service to the citizens of the City of Youngstown; to avoid interruption or interference with the efficient operation of the Employer's business; to establish the wages, hours and other terms and conditions of employment for bargaining unit members; to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and to meet the other provisions of Ohio Revised Code, Section 4117. This article is not intended to provide bargaining unit employees any rights not specifically granted elsewhere in this Agreement.

ARTICLE 2
RECOGNITION

Section 1. Unit Definition. The Employer recognizes the OPBA as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by Ohio Revised Code, Section 4117, for all full-time and part-time employees in the classification of Public Service Emergency Dispatch Technicians. These employees shall hereinafter be referred to as the "bargaining unit."

Section 2. Exclusions. Temporary, seasonal, and all other employees of the City are excluded from the bargaining unit.

ARTICLE 3
HEADINGS

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 4
SCOPE OF AGREEMENT/MID-TERM BARGAINING

Section 1. Entirety. This Agreement represents the complete and entire understanding and agreement between the Employer and the OPBA.

During negotiations which preceded this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Waiver of Obligation to Negotiate. It is agreed, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in 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.

Section 4. Voluntary Amendment. This Agreement may be amended during its terms but only by mutual agreement. Any negotiated changes to be effective and incorporated into this Agreement must be in writing and signed by the parties.

ARTICLE 5 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 1. 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.

Section 2. 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. The filling of full-time bargaining unit positions with part-time members does not involve an original appointment. Additionally, promotional appointments shall continue to be governed by applicable statute, regulation, and rule except as modified by this Agreement.

ARTICLE 6 **SEVERABILITY**

Section 1. Severability. This Agreement shall be subject to any applicable present and future federal and state laws, and the invalidity of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

If the enactment of legislation by the State of Ohio or the Federal Government, or a determination by a court of final and competent jurisdiction, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not been included herein.

Section 2. Amendments. In the event a provision of this Agreement is rendered invalid, as set forth above, either party may forward a written notice to the other party notifying them of an intent to negotiate alternative language. Such notice shall be sent within thirty (30) days of the date both parties become aware of the decision rendering the provision invalid via an exchange and service of written decision. Any negotiations that are a result of the preceding shall be limited to only that provision rendered invalid. Should no agreement be reached, either party may execute a notice to negotiate in accordance with the procedures provided in Ohio Revised Code, Section 4117.14.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 1. Function of Employer. 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 rights 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.

Section 2. Inherent Management Rights. The OPBA recognizes and accepts that all rights and authority of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

Section 3. The parties specifically agree and understand that appeals of management's actions to suspend, discipline, demote or discharge for just cause shall be processed through the grievance procedure as outlined in this contract.

ARTICLE 8
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised 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 prior to the date of implementation.

The new rules and/or regulations will be posted. All employees will read and initial that they understand the rule, regulation, memorandum, order, etc. within two (2) working days. If the employee does not understand it, he will seek an immediate supervisor to have it explained. If the immediate supervisor cannot explain it, the employee shall seek additional explanation to the next level of supervision.

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 9
NON-DISCRIMINATION

Section 1. Pledge Against Discrimination. Neither the City, its agents, agencies, or officials, nor the Union, its agents or officers, will unlawfully discriminate against any employee on the basis of age, sex, race, color, religion, national origin, or handicap as provided under state or federal law. The Employer and OPBA further agree not to discriminate against any bargaining unit employee due to membership or non-membership in the OPBA.

Section 2. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 10
OPBA DUES AND FAIR SHARE FEES

Section 1. Union Membership. All employees of the bargaining unit shall be eligible to become members of the Union and to retain such membership if they so choose.

Section 2. Dues Deduction. The City will deduct monthly dues, assessments and initiation fees each as designated by the Local or Council Union Officer who is so empowered. This is to include uniformly required membership dues and assessments of the Union. The deductions are to be made on the basis of the individually signed authorization check off cards. The individual Union shall

defend and indemnify the City against any claims or demands against it arising out of these deductions.

Section 3. Fair Share Fee. All employees in the bargaining unit, who, sixty (60) days after date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union. The fair share fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, except that the fair share fee shall be rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

The Union warrants to the Employer that its fair share fee notice and rebate procedure complies with the applicable federal and state legal standards, and the individual Union shall defend and indemnify the City against any claims or demands against it arising out these deductions. 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.

ARTICLE 11 **GRIEVANCE PROCEDURE**

Section 1. Definition. For the purposes of this procedure, the below listed terms are defined as follows:

- A. **Grievance.** A "grievance" shall be defined as an allegation that there has been a violation, misinterpretation, or misapplication of only the specific and express written provisions of this Agreement.
- B. **Aggrieved Party.** The "aggrieved party" shall be defined as only the OPBA or an employee or a group of employees within the bargaining unit actually filing a grievance.
- C. **Days.** A "day" as used in this Contract shall mean calendar days.

Section 2. Procedure Generally. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. **Contents of Grievance.** All grievances shall provide the following information:
 - 1. The name and position of the aggrieved party; where the grievance allegedly affects more than one (1) member of the bargaining unit, it shall be filed as a "group" grievance and list all of those employees allegedly affected;
 - 2. The identity of the provisions of this Agreement involved in the grievance;
 - 3. The time and place where the alleged events or conditions constituting the grievance took place;

4. The identity of the party responsible for causing the said grievance, if known to the aggrieved party;
 5. A general statement of the nature of the grievance; and
 6. The remedy sought by the aggrieved party.
- B. Non-Work Time. The preparation of grievances shall be conducted during non-work hours.
- C. Informal Discussion. Prior to initiating formal action, an employee is free to discuss the matter informally with any appropriate member of the administration and have said matter resolved informally. In the event that any grievance is adjusted without formal determination, such resolution shall not be inconsistent with the terms of this Agreement.
- D. Union Representation/Filing. The Union shall have the right to be present at any step of this procedure. The Union shall also have the right to initiate a grievance on behalf of an employee(s), subject to all of the procedural requirements of this article.
- E. Time Limits. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance may be appealed to the next step within the applicable time limitations, plus ten (10) calendar days. The time limits specified for either party may be extended only by written mutual agreement. Where the deadline for acting or filing within the grievance procedure falls on a non-business day, the deadline shall be extended to the next business day.
- F. Disciplinary Grievances. Grievances involving discipline may be initiated at Step 2 of the grievance procedure, subject to the applicable time limits. Such grievance shall be filed within ten (10) calendar days of receipt of discipline by the disciplined employee. The grievance procedure is the sole and exclusive procedure for disputes concerning any type of discipline.

Section 3. Procedure. Nothing within this section prohibits an employee from seeking to have a dispute resolved informally prior to the initiation of a formal grievance. Grievances shall be processed in accordance with the following steps of the Grievance Procedure.

Step 1. Chief/designee. If the dispute is not resolved informally or the employee does not wish to pursue informal resolution, it shall be presented as a grievance to the Chief of Police or his authorized representative within fourteen (14) days of the occurrence giving rise to the dispute.

The Chief or his authorized representative shall schedule a meeting with the grievant and the OPBA within fourteen (14) calendar days to discuss the grievance. The meeting shall be held not later than thirty (30) calendar days of the filing at Step 1. The City shall render a written decision in response to the grievance no later than seven (7) calendar days after the above-described meeting and transmit the decision to the grievant and/or OPBA Director.

Step 2. Mayor's Designee. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1 or if the Employer fails to issue a decision within the applicable time limitations, a written appeal of the decision may be filed with the Mayor's designee within ten (10) calendar days from the date of issuance of the decision in Step 1 or the date such decision should have been issued. If issued, copies of the written decision shall be submitted with the appeal.

Within fourteen (14) calendar days of receiving the Step 1 appeal, the Mayor's designee shall either grant the remedy requested, deny the grievance, or hold a meeting to evaluate and decide the grievance. The meeting may be held with the aggrieved party and the Union, if he so requests.

The Mayor's designee shall issue a written decision to the Union and a copy to the employee, within fifteen calendar (15) days from the date of the meeting, if held. If not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the arbitration procedure herein contained.

Step 3. Arbitration. Within thirty (30) calendar days of the date of issuance of the decision by 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 OPBA attorney.

Section 4. Selection of Neutral. Within ten (10) calendar days of receipt of a properly signed request for arbitration, the parties shall confer for the purpose of selecting an arbitrator. The parties agree to a permanent panel of arbitrators who shall hear and decide those grievances processed to arbitration under the contract. The panel consists of: 1) Nels Nelson; 2) Jim Rimmel; 3) Harry Graham; 4) Jerry Fullmer; 5) Rob Stein; 6) Jonathan Klein; 7) James Mancini; 8) Virginia Wallace-Curry; 9) Dennis Byrne. The arbitrator shall be selected by the parties alternatively striking names until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

Section 5. Arbitrability. 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 or she shall proceed to conduct a hearing on the merits.

Section 6. Decision. 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 arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties. With the exception of Ohio Revised Code, section 2711.01 et. seq., the arbitrator's decision shall be final and binding on the Employer, the OPBA and the employee.

Section 7. Costs. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party, except that if the arbitrator renders a split decision, the arbitrator's fees and other expenses will be shared equally by the parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter.

Section 8. Employee Attendance. Any employee whose attendance is requested by an arbitrator's subpoena for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. Employees covered by this Agreement shall have the right to present grievances in accordance with this procedure with or without Union representation. The adjustment of said grievance shall not be in violation of the agreement and the Union steward shall be present at the adjustment.

Section 9. Authority of the Arbitrator. The authority of the arbitrator shall be subject to the following limitations:

- A. The arbitrator shall have no power or authority to add to, subtract from or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- B. The arbitrator shall have no power to establish language for this agreement or to change any existing wage rates or fringe benefits.
- C. The arbitrator shall have no authority to impose any obligations upon the City unless required by provision of this contract.
- D. 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 employee would have earned from the City of Youngstown had he not been disciplined, and the actual monetary damages suffered by reason of the discipline, set-off, if any, shall be in accordance with law.

ARTICLE 12 **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. Progressive Discipline. 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. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights provided during investigations and discipline as provided for in this Contract.

Section 5. Predisciplinary Conference. 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 no sooner than twenty-four (24) hours after notice is given, between management and the employee.

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 6. Disciplinary Appeals/Failure to Appeal. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived. 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 7. Settlement. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 8. Disciplinary Records. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twenty-four (24) months
Written Reprimands	twenty-four (24) months
Suspensions, Fines, and Reductions	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 as follows:

- for a period of five (5) years for disciplinary action occurring prior to September 11, 2010
- for a period of ten (10) years for disciplinary action occurring on or after September 11, 2010

ARTICLE 13 **REDUCTION IN FORCE AND RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Youngstown Municipal Civil Service Commission governing work force reductions.

Section 2. Procedure. When the Employer determines that a lack of work or lack of funds exists for purposes of layoff, or for purposes of abolishment where the Employer determines that there is a lack of work, that there exist reasons of economy, or that a reorganization for the efficient operation of the Employer is necessary, a reduction in force shall occur. If initiated, the reduction shall occur by bargaining unit seniority within the affected classification. Bargaining unit seniority is computed in accordance with Article 14, Seniority. Prior to the layoff of any permanent full-time member, all other employees within the affected classification shall be laid off in the following order: first, part-time probationary; then permanent part-time employees; and then probationary full-time employees. A member with more bargaining unit seniority may choose to voluntarily accept a layoff.

Section 3. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary per Section 2, the Employer shall notify the OPBA and the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the

reduction. The Employer, upon request from the OPBA, agrees to discuss with the representatives of the OPBA the impact of the layoff on bargaining unit employees, including alternatives to such proposed layoffs/abolishments. Such reductions shall be made in accordance with the provisions hereinafter set forth.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for two (2) years. When the Employer determines to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall or do not report on the date specified in the recall notice shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. Extenuating Circumstances for Recall. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning within the time limit above, the City may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

Section 6. Union Priority. No unpaid volunteers, contract employees or any person not in the bargaining unit member's classification shall work in the place of bargaining unit members while there are bargaining unit members on layoff status and eligible for recall. This language does not prohibit the filling of overtime work according to the overtime article.

Section 7. Succession. The parties hereby agree that if the operations conducted by members of this bargaining unit are to be transferred entirely to some other entity, the transfer documents to said entities shall incorporate this labor agreement and the successor entity shall be bound by this Agreement for its term.

ARTICLE 14 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total seniority shall be used for the purposes of determining the computation of vacation accrual or for any other purpose or purposes as expressly stated in this Agreement. Total seniority for all employees is computed as the length of accumulated, continuous full and part-time service with the City of Youngstown. A full-time employee with prior part-time service will receive additional total seniority credit for part-time service prorated to the annual amount of hours worked by a regular, full-

time employee (e.g., a part-time employee who works one thousand forty [1,040] hours during the year would be credited with one-half [1/2] year of seniority credit). A full-time employee without prior part-time service will have his total seniority measured from the date of the employee's original appointment to a full-time position with the City of Youngstown.

Total seniority for a part-time employee shall be established as of the employee's original appointment to a part-time position with the City of Youngstown and will be prorated to the annual amount of hours worked by a regular full-time employee (e.g., a part-time employee who works one thousand forty [1,040] hours during the year would be credited with one-half [1/2] year of seniority credit). Part-time employees with prior full-time experience shall have their full-time seniority credited in accordance with the definition herein.

All employees that are members of the bargaining unit as of January 1, 2008, shall be considered to have the total seniority entry date listed in Appendix E.

- B. Bargaining Unit Seniority. Bargaining unit seniority shall be used for the purposes of determining layoff and recall rights, the order in which vacation selections shall be made, overtime equalization, shift bidding, or for any other purpose or purposes as expressly stated in this Agreement. Bargaining unit seniority for all employees is computed as the length of accumulated continuous service in the bargaining unit, measured from the member's most recent date of entry, with the exception that bargaining unit employees who are promoted to the supervisor position retain their initial entry date if returned by the Employer to the bargaining unit during their probationary period as a supervisor. All employees that are members of the bargaining unit as of January 1, 2008, shall be considered to have the bargaining unit seniority entry date listed in Appendix E. Except as set forth above, an employee that is listed in Appendix E that leaves the unit, and subsequently returns, will have his bargaining unit entry date adjusted to reflect the most recent date of return.

Section 2. Appended Seniority List. The parties acknowledge that the seniority list appended in Appendix E includes prior service credit with other political subdivisions of the State of Ohio. Those employees employed as of January 1, 2008, will continue to receive this credit as reflected by the list.

Section 3. Interruption of Continuous Service. Continuous service with the City shall be defined as the uninterrupted service of an employee as described above. An employee's seniority and continuous service shall be terminated when one (1) or more of the following occur:

1. The employee resigns or retires;
2. He is discharged for just cause;
3. He is laid off for a period of time exceeding twenty-four (24) months. Seniority does not accrue during periods of layoff;
4. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any applicable leave available to him; or

5. He refuses to accept recall or fails to report to work within five (5) working days from the date the Employer sends him a recall from layoff notice, said notice shall be sent via U.S. certified mail with return receipt.
6. 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.

Time spent on sick leave, military leave, vacation leave, and other authorized paid or unpaid leaves of absences shall not constitute a break in service.

Section 4. Identical Seniority Dates. If two (2) or more employees are hired or appointed on the same date or otherwise share identical start dates under the terms of this Agreement, their relative seniority shall be determined in the following order:

1. The first date that the employee actually starts work;
2. The employees' test scores (higher the score, the greater the seniority);
3. The sign-up number/examination number on test application list.

Section 5. Seniority List. The Employer shall post on or about January 7 of each year on the department bulletin board a seniority list. A copy of the list shall be provided to the president of the Union.

ARTICLE 15 **PERSONNEL FILES**

Section 1. Access/Copies. An employee shall receive a copy of all records of discipline placed in his or her file. Upon the written request of an employee, he may review his personnel file and obtain copies of documents he requests. He may also ask that inactive disciplinary records (i.e., records of disciplinary action that have ceased to have force and effect) be removed from the active personnel file and placed in a separate, inactive file, along with the written request for removal.

Section 2. Adverse material received from an outside law enforcement agency shall not be inserted in any departmental file, except a criminal investigation file, unless the employee has an opportunity to review, sign, receive a copy of, and attach, if he so chooses, comments in writing upon the adverse material.

ARTICLE 16 **INTERNAL INVESTIGATIONS**

Section 1. Union Representation. Each employee who is a member of the bargaining unit shall be entitled during an interrogation or investigation, where the employee may be subject to discipline, to be represented by a Union representative or a Union attorney, at the employee's option. The employee will be allowed up to two (2) hours to obtain a Union representative or Union attorney to assist him in the interview, at the employee's option.

Section 2. Questioning. If the employee is the subject of a criminal investigation, he will be advised of that fact prior to questioning and be made aware of his constitutional rights.

Section 3. Notice. Before an interrogation commences, the employee shall be entitled to be informed of the nature of the investigation in writing.

Section 4. Recordings/Transcripts. Where a recording or transcript is made as part of an interview and such record qualifies as a public record under the Ohio Public Records Law, an employee will be provided with a copy of the record upon request.

ARTICLE 17 **JOB DESCRIPTION/DUTIES**

Section 1. To provide for an employee's clearer understanding of his or her job functions and to promote efficiency, the Employer has established job descriptions containing a list of job duties for each bargaining unit position. A copy of this description shall be given personally to each employee in the relevant bargaining unit position.

ARTICLE 18 **LABOR MANAGEMENT COMMITTEE**

Section 1. To facilitate better communication and understanding between the OPBA and the City of Youngstown and for a discussion of rules, regulations and safety conditions, a Labor Management Committee is hereby established.

Section 2. Committee Composition. The committee will consist of three (3) representatives of the bargaining unit and three (3) representatives of the Employer.

Section 3. Meeting Times/Location. The committee will meet on a quarterly basis or within fourteen (14) days of a request by either party, for the purpose of discussing those matters outlined below. Meetings will be held at times and places mutually agreeable to the parties.

Section 4. Subject Matter. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items. The purpose of labor management meetings shall be to:

- A. Discuss the administration of this contract;
- B. Discuss outstanding grievances 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 its members and/or make suggestions on subjects of interests to its members;
- E. Discuss ways to improve efficiency and work performance;

- F. Discuss policies and issues related to safety standards and equipment; and
- G. Discuss other items of mutual concern not listed above.

Section 5. Safety Issues. Issues involving a defective or unsafe condition must be presented to the Labor Management Committee for review prior to instituting any grievance procedure. The Labor Management Committee shall have ten (10) days to review the matter and seek a resolution before issuing a report, unless the time is extended by mutual agreement of the parties. A copy of the report shall immediately be forwarded to the Employer.

ARTICLE 19 **UNION ACTIVITY**

Section 1. Union Time. The Employer agrees that three (3) elected officers of the Union shall be granted time off from duty hours, when necessary and without loss of pay, for the purpose of fulfilling their Union representation duties, which shall be defined as necessary meetings with the Employer and/or the Employer's designee, for matters which may require discussion and consultation by both parties. However, under no conditions shall more than one (1) Union representative be excused from his regular shift at any one time and/or be paid for attending meetings in accordance with the above.

Section 2. Notice of Union Representatives. The Union shall provide the Mayor's designee with written notice of the elected officers of the Union no later than one (1) month after the execution of this Agreement and within one (1) month thereafter of every change in Union elected officials.

ARTICLE 20 **BULLETIN BOARD**

Section 1. Bulletin Board. The Employer shall furnish a locking bulletin board for use by the Union and the Employer, which may be used for the following notices: recreational and social affairs of the Union, Union meeting notices, Union nominations and elections, reports of the Union committees and/or officers, rulings of policies of the international Union or local Union, rulings or mandatory notices of the State Employment Relations Board or other related state or federal entity, communications between the Employer and the Union.

Section 2. Prohibited Material. Notices of announcements shall not contain anything politically partisan nor anything of a scandalous, scurrilous, or derogatory nature upon the Employer or any of its employees, nor any labor organization among its employees. If the Employer finds this article being violated, the Employer shall request the Union to immediately remove such notices, if violations of this article continue the Employer reserves the right to cancel the provisions of this section.

ARTICLE 21
NO STRIKE CLAUSE

Section 1. Illegal Work Stoppages. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union or its representatives cause or permit its member to cause any bargaining unit member to take part in any strike, sit-down or slowdown in any department, or any curtailment of work or restriction of services or interference with the operation of the Employer.

Section 2. OPBA Liability. In the event that the OPBA in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money demands caused by said violations.

Section 3. Strike Discipline. The Employer shall have the right to discipline, up to and including discharge, any employee who participates in or gives leadership to any activity herein prohibited.

ARTICLE 22
VACANCIES

Section 1. All full-time bargaining unit positions shall be filled by current part-time bargaining unit employees on the sole basis of bargaining unit seniority. Should current bargaining unit employees decline to fill said vacancies, the Employer will be permitted to fill the vacancy from the outside.

ARTICLE 23
PROMOTIONS

Section 1. Promotions will be conducted in accordance with R.C. 124.31. Any disputes over compliance with that section shall not be subject to the parties' grievance and arbitration procedure. Instead, the parties agree that disputes will be processed according to the applicable civil service appeal procedures.

ARTICLE 24
PROBATIONARY PERIODS

Section 1. New Employees. All newly hired employees will be required to serve a probationary period. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the City of Youngstown Municipal Civil Service Commission.

Section 2. Full-Time Employees. The probationary period for newly hired full-time employees shall be a period of twelve (12) months from the full-time date of hire.

Section 3. Part-Time Employees. The probationary period for newly hired part-time employees shall be a period of 2080 hours from the date of part-time hire.

Section 4. Rehired Employees. If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of this article.

ARTICLE 25
DRUG AND ALCOHOL TESTING/EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. Drug and Alcohol Testing. The Drug and Alcohol Testing Program is attached as an addendum to this Agreement at Appendix B and is fully incorporated herein. The parties agree that all employees of the Youngstown Police Department will be 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 (EAP). The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee may be disciplined pursuant to this Agreement.

Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

This article shall not operate to limit the Employer's right to discipline an employee pursuant to Article 12 of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions under this Agreement. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 26
HOURS OF WORK/SCHEDULING

Section 1. The Employer shall determine how many dispatchers are to be assigned to each shift.

Section 2. Work Day and Work Week. The normal work day for full-time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period. The normal work week for full-time employees shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days within a seven (7) day period.

Section 3. Schedule Change Notice. Except where emergency reasons so require, the City agrees that it will give full-time employees five (5) days notice prior to any shift/schedule change. In addition, the City agrees that when a shift/schedule is changed, the dispatchers assigned shall serve

at least seven (7) days on a shift. The City further agrees that shift/schedule changes will not be made solely for disciplinary purposes.

Section 4. Failure to Report Emergency. Should an employee be unable to report for duty, the Employer or his designee may deem such action an emergency after exhaustion of the call-in procedure and may schedule a bargaining unit member for the purpose of adequately staffing the shift.

Section 5. Shift and Days Off Bidding. The City agrees that shift and day off assignments will be based upon the seniority of employees. In order of seniority, preference will be given to full-time employees over part-time employees.

Section 6. Shift Switching. Each employee shall be permitted to initiate four (4) switches per month. If the employee does not initiate the switch, such switch shall not count as a switch for that employee.

- A. Seventy-two (72) hours notice of the switch shall be given to the supervisor. For switches with less than seventy-two (72) hours notice, permission shall be attained from the supervisor, which shall not be unreasonably withheld.
- B. Switches shall not create overtime. Switches shall only be made between shifts in the same pay period.

Section 7. Affect on Overtime. Schedule changes shall not be made for the purposes of avoiding overtime.

ARTICLE 27 **HOURS OF WORK/OVERTIME**

Section 1. Overtime Defined. Overtime will be defined as hours worked 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.

Section 2. Shift Change Situations. Notwithstanding Section 1, a dispatcher 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. There shall be no duplication of premium payments.

Section 3. Overtime Rate. An employee shall receive one and one-half (1 1/2) times his or her regular hourly rate for each hour or fraction of overtime worked.

Section 4. Hours Worked. Overtime shall be paid based on all time an employee is in "pay status" even if the hours were not actually worked. "Pay status" includes time paid for holidays and vacations. Sick leave is not "pay status" for purposes of determining overtime.

Section 5. Equalization of Overtime. The Employer shall maintain a rotating call-out list to assign overtime. Such list shall be posted for viewing by all employees. Where the Employer determines that overtime is necessary, it shall offer the opportunity to bargaining unit personnel

prior to utilizing non-bargaining unit personnel. No non-bargaining unit employee will be permitted to fill in for bargaining unit employees for the purpose of eliminating any overtime opportunity for a bargaining unit employee. In the event that a bargaining unit employee does not accept the opportunity, or is unavailable, the Employer shall fill the overtime according to its operational needs. An employee accepting an overtime opportunity is responsible to report for duty and may be subject to discipline for failure to do so.

Section 6. Mandatory Overtime. An employee not regularly scheduled to work (i.e., working overtime or as a call-in) shall not be mandated to remain over, but the least senior regularly scheduled employee shall be mandated, as long as operationally practicable. An employee mandated to work overtime may be relieved from said duty by another employee so long as: (1) such relief is approved by the supervisor; (2) such will not result in extra payment hours by the City; and (3) such is agreeable with both the party providing relief and the party mandated to work overtime.

Section 7. Call-in Pay. A call-in occurs when the employee is required to report to work when not otherwise scheduled, and at a time that does not abut the beginning or ending of a regularly scheduled shift. Call-in pay does not apply when an employee already working remains over from the previous shift to work overtime.

All full-time employees called in to work additional hours on a weekday, Saturday or non-holiday shall be paid the regular hourly rate of pay for a minimum of four (4) hours. All full-time employees called in to work additional hours on a Sunday or holiday shall be paid double the regular hourly rate of pay for a minimum of four (4) hours.

Effective January 1, 2015, the following shall apply: all full-time employees called in to work additional hours shall be paid the regular hourly rate of pay for a minimum of four (4) hours.

Section 8. Compensatory Time. Employees who work overtime may, at the time overtime is worked, elect to be compensated for the overtime in either cash payment, paid with the normal payroll, or receive compensatory time off. Each eligible employee may accrue a maximum of eighty (80) hours of compensatory time.

Section 9. Compensatory Time Usage. Employees must request to take compensatory time off in accordance with the procedures outlined in the Youngstown Police Department's General Orders Manual. No bargaining unit member 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 10. Compensatory Time Conversion. An employee may liquidate fifteen (15) hours of AT per 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 11. City Hall Closure. Bargaining unit members that are required to work on a day where City Hall closes shall receive six (6) hours of accumulated time.

ARTICLE 28
LUNCH AND BREAK TIME

Bargaining unit members shall receive a ten (10)-minute paid break in the first four (4) hours of his/her shift and another ten (10)-minute paid break in the second four (4) hours of his/her shift. Bargaining unit members shall receive a thirty (30) minute paid lunch break. Such break may be taken away from the work place at the discretion of the employee. The two ten (10)-minute breaks and the thirty (30)-minute lunch cannot be combined into one break, except as may be specifically approved by the shift supervisor.

ARTICLE 29
WAGE RATES

Section 1. Wages. Wages shall be based upon a six (6) tier wage scale as shown in Appendix A.

ARTICLE 30
INSURANCE BENEFITS

Section 1. Medical and Hospitalization Insurance. The City of Youngstown shall continue to provide each full-time bargaining unit employee and his family the same medical, hospitalization, and prescription insurance coverages and benefits as provided to other City employees/bargaining units.

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. Dental/Vision Insurance. The City agrees to continue the program of providing *single* coverage for existing vision and dental insurance; 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. Effective September 1, 2008, if any employee elects to refuse the coverage provided in Section 1, then the employee shall be paid the premium saved by the City, not to exceed one hundred sixty-two dollars and eighty-six cents (\$162.86) per month payable in biweekly increments. Such election is contingent upon the employee 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, 2012, 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.

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

Section 7. 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 employee 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 employee 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 31 **PENSION PICKUP**

Section 1. The City shall continue picking up (as a fringe benefit) 8.5% of each full and part-time bargaining unit member's contribution to OPERS that the individual employee is required to pay pursuant to Federal and Ohio laws, resulting in no modification of the employee's taxable salary, for the duration of this contract. Each employee shall be responsible for the additional percentage of gross wage contribution required of participating employees.

Section 2. Reporting. The City shall, in reporting and making remittance to the OPERS, report that the employee's contribution has been made as required by statute. The gross wage or salary of the employee subject to the "pick up" provided by this section shall not change as a result of this "pick up."

ARTICLE 32 **SHIFT DIFFERENTIAL**

Section 1. Each employee who works the afternoon shift shall receive, in addition to all other compensation, an additional thirty-five cents (.35) per hour. Each employee who works the night shift shall receive, in addition to all other compensation, an additional forty-five cents (.45) per hour.

ARTICLE 33 **LONGEVITY PAY**

Section 1. Amount/Payment. The longevity fringe benefit remains as provided in Youngstown Codified Ordinance Section 163.30, as amended, except the yearly increment is fifty-eight dollars and ninety four cents (\$58.94). All longevity pay shall be paid by separate check, on the first non-pay day Friday of December of each year.

Section 2. Eligibility. All bargaining unit members 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 Codified Ordinance 163.30. Maximum longevity payment shall be attained after twenty-five (25) years of service. Irrespective of Youngstown Codified Ordinance 163.30, members who are suspended shall not have that suspension negatively impact their longevity calculation and/or payment.

ARTICLE 34
FITNESS FEE

Section 1. Each employee shall be reimbursed one hundred sixty dollars and ninety-nine cents (\$160.99) annually for each employee's membership at any fitness center. Reimbursement is contingent upon the employee providing the City with proof of membership.

ARTICLE 35
UNIFORM ALLOWANCE

Section 1. Each employee shall receive an annual uniform allowance of five hundred twenty-five dollars and fifty-seven cents (\$525.57).

ARTICLE 36
COLLEGE EDUCATION BONUS

Section 1. Upon the presentation of proper documentation, bargaining unit members will receive the following amounts annually for the attainment of the following educational degrees:

- A. Associate's Degree. Four hundred and five dollars (\$405.00)
- B. Bachelor's Degree. Four hundred and seventy dollars (\$470.00)
- C. Post-Graduate Degree. Five hundred sixty-five dollars (\$565.00)

Section 2. Payment Timing. Such bonus shall be paid yearly in the month of February.

ARTICLE 37
TRAINING/TRAINING PAY

Section 1. The Employer will provide such adequate training as it deems necessary.

Section 2. Training Pay. An employee assigned to train another employee shall receive an hourly supplement of one dollar (\$1.00) per hour for each hour spent training.

ARTICLE 38
RETIREMENT AND SEVERANCE

Section 1. Retirement/Separation. When an employee hired prior to January 1, 2009, retires or leaves City employment for any other reason, the City shall pay him/her the full value of his/her accumulated vacation time and 35% of the value of his/her accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater. Employees hired after January 1, 2009, shall be eligible for vacation conversion as described above but shall only be eligible for sick leave conversion upon retirement under PERS with ten (10) years of service with the City or pursuant to Section 3.

Section 2. Periodic Separation Payments. An employee 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 1 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 the employee dies prior to retirement, the City shall pay his/her designated beneficiary or the legal appropriate beneficiary, 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 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.

ARTICLE 39
HOLIDAYS

Section 1. Days. An employee 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 | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veterans Day |
| 3. Presidents Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Fourth of July | 11. Employee's Birthday |
| 6. Labor Day | |

Section 2. Pay Rate. The employee who works any of the foregoing should receive his or her normal straight time pay for each hour worked with premium time of one and one-half (1 1/2) for each hour worked. Effective January 1, 2011, premium time shall be one and three-quarters (1 3/4) for each hour worked. Premium time may be taken as a cash payment paid with the normal payroll or in compensatory time off.

Section 3. Holdover Pay. All employees held over past the time for the end of their regularly scheduled shift on a holiday shall be paid double the regular hourly rate of pay.

Section 4. 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 5. 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 6. Holidays Observed. Effective upon the execution of this Agreement, holidays shall be observed on the actual date of the holiday.

Section 7. Holiday Scheduling Off. Upon the approval of the Employer, an employee otherwise scheduled to work the holiday may be allowed to take the holiday off and receive his holiday pay for that day.

ARTICLE 40 **VACATIONS**

Section 1. Accrual. Each full-time employee shall accrue paid vacation time on the basis of total seniority 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 employee's total seniority as defined in this contract. There will be no retroactive adjustments.

The City will continue to utilize a "use-it-or-lose-it" vacation policy. In conformity with current practice, an employee must complete one (1) year of service before being eligible for vacation leave. Upon completion of this one year of service, the employee will be entitled to utilize a prorated amount of vacation from the anniversary date until December 31 of the anniversary year. This prorated amount will be determined by the vacation hours earned from the employee's date of hire to December 31 of the initial hire year. Effective January 1 of the next year, the employee will be eligible to take the earned, accrued amount of vacation as outlined in Section 1 of this article. Thereafter, the employee's anniversary date shall be January 1 of each anniversary year.

Section 3. Payment After Separation. An employee with more than one (1) year of service who separates from his employment for any reason shall be entitled to be paid for his accrued but unused vacation leave. Payment will be made at the employee's rate of pay at the time of separation. In the event of the death of an employee, payment as set forth herein shall be made to the a) surviving spouse, b) child or children of the deceased employee eighteen years of age or older, or c) the father or mother of the deceased employee, preference being given in order named. Letters testamentary, letters of administrator or a consent to transfer issued by the tax commissioner or his agent shall not first be required before payment is made. However, should the above conditions not apply, then the payment shall be made to the estate of the deceased employee upon proper presentment of letters and consent to transfer.

Section 4. Scheduling. During the life of this Agreement, the Employer shall distribute a vacation calendar in the department every December. Employees in the bargaining unit may then request in

order of seniority, when they prefer to use their accumulated vacation leave. Once established, the employee's requested vacation time shall not be modified, except as may be mutually agreed between the affected employee and the shift supervisor/scheduling supervisor. Further, if it appears as of the time of the commencement of the vacation leaves sufficient balance does not exist to the credit of the employee, the Employer may adjust the employee's vacation schedule accordingly. Each employee shall be given the opportunity to request a first and second preference for the use of vacation leave. However, the City reserves the right to allocate the vacation schedule in order to assure the orderly operation of the department. In the event that two or more employees within a division submit a request for the use of vacation leave for the same dates and should the staffing needs of the department not permit, all such employee or employees with greater seniority shall be entitled to such vacation. A bargaining unit employee shall be permitted to schedule one consecutive week of vacation (five (5) consecutive days) per year to begin on a day other than a Monday in accordance with the above selection procedures.

Section 5. Holiday/Vacation Credit. When a holiday established herein falls during a week in which an employee is on scheduled vacation, the employee shall not be charged for vacation leave for such holiday.

ARTICLE 41 **SICK LEAVE**

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

Section 2. Rate of Pay. Sick leave compensation shall be computed at the employee's normal daily or hourly rate at the time absence occurs. An employee 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 at Paragraph One of this article.

Section 3. Documentation. The Chief of Police may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. This statement will be accepted if legible, subject to verification at a later time by the City. If medical attention is required for an absence greater than three (3) days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Thereafter, the Chief of Police may require a physician's certificate every ten (10) calendar days. Falsification of either an application for sick leave, a written signed statement, or physician's certificate shall be grounds for disciplinary action including dismissal. The applicable ordinance shall be followed.

Section 4. Sick Leave Transfer. Sick leave benefits earned with another public entity or political subdivision shall not be transferable to the City of Youngstown. This provision shall not affect those employees employed as of January 1, 2009, who were previously credited with transferred sick leave.

Section 5. Usage. Sick leave may be used, upon the approval of the Employer, which approval shall not be unreasonably withheld, for the following reasons:

- A. Illness, injury, or pregnancy, 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 6. 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 7. 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 two (2) hours prior to the start of his shift, unless an emergency prevents such notice.

Section 8. Minimum Balance Requirement. Employees shall maintain a minimum of one hundred twenty (120) hours of accrued sick leave. Any employee without such accumulation is required to submit a signed medical practitioner's statement in order to receive sick leave payment. All employees hired after January 1, 2001, have eighteen (18) months from the date of hire to accumulate 120 hours of sick leave.

Section 9. Patterned Absence/Abuse. Any 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 abuse consists of absence while on sick leave as 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/patterned use shall result in disciplinary action.

Section 10. Bonus for Non-Use of Sick Leave. The City desires an incentive for employees not to abuse sick leave. Therefore, for each quarter in which an employee does not use his/her sick leave and maintains a minimum of one hundred twenty (120) hours, he/she shall be entitled to a bonus as follows:

First Quarter - January-March	\$154.12
Second Quarter - April-June	\$154.12

Third Quarter - July-September	\$154.12
Fourth Quarter - October-November	\$154.12

The minimum hours requirement for the bonus shall not apply to employees in their first and second year. The cash bonus for non-use of sick leave is not proratable under any circumstances. The payment for non-use of sick leave will be made at the end of November or early December in 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).

Notwithstanding the above, the non-use of sick leave bonus payments are "waived" for calendar year 2011, and shall not be paid for the first, second, third or fourth quarter of 2011.

ARTICLE 42 **INJURY LEAVE**

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 C). An employee who chooses to seek treatment from a medical provider who is not included in the City's schedule of providers will not be entitled to IOD, but will be entitled to any benefits the Bureau of Workers' Compensation will allow. The City reserves the right to add or delete health providers from the City's schedule of providers.

Section 2. Procedure. An employee claiming to be injured on duty shall notify his immediate supervisor by the end of the employee's shift of an alleged work place injury which occurred during that shift in order for the City to consider certification of the alleged injury. The employee may report an injury without actually filing for IOD/Workers' Compensation for up to the time limits allowed by the Bureau of Workers' Compensation. Once an employee files for IOD/Workers' Compensation, IOD will not commence until all City required documentation is received by the City. Until such time, the employee will be continued on payroll with sick leave, vacation or A/T for any time off duty. Such time will be reimbursed upon 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/Transitional Work. If the employee is able to work in a light duty or transitional work 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 his regular rate of pay. A light duty or transitional work assignment shall not exceed sixty (60) days, unless mutually agreed to by both the Union and the City or extended by the Transitional Work Committee.

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 or on a transitional work assignment shall not constitute time off under these IOD provisions.

The department or division head, in conjunction with the selected transitional work team, shall identify whether a transitional work assignment is available. However, it is not the intent of this Section to require a department or division to provide transitional work above that identified nor is a department or division required to provide transitional work where no such appropriate tasks have been identified and recognized.

ARTICLE 43 **FAMILY LEAVE ACT**

The City's Family Leave Act policy is hereby incorporated by reference.

ARTICLE 44 **PERSONAL LEAVE**

Section 1. Effective January 1, 2009, each employee 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 supervisor, or in accordance with established department rules. Only one (1) employee per shift will be permitted to exercise a personal day. The employee shall suffer no penalty if he or she properly obtains this day.

ARTICLE 45
BEREAVEMENT LEAVE

Section 1. All full-time, salaried, or hourly rated employees shall be eligible for bereavement leave for death in their immediate family.

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

Section 3. Amount/Eligibility. Each employee shall be given three (3) scheduled days off with pay. 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 Employer.

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
PART-TIME EMPLOYEES

Section 1. Layoffs. In the event that layoffs affecting this bargaining unit occur, part-time employees will be laid off first.

Section 2. Union Dues/Fair Share Fees. All part-time employees will contribute Union dues or fair share fees as required by Article 10.

Section 3. Grievances. All part-time employees will be permitted to file grievances as outlined in Article 11.

Section 4. Hours of Work. Part-time employees will be scheduled in accordance with the operational needs of the Employer.

Section 5. Disciplinary Procedure. All part-time employees will be subject to discipline for just cause as outlined in Article 12.

Section 6. Call-in Pay. All part-time employees called are eligible for call-in pay as outlined in Article 27.

Section 7. Holdover Pay. Part-time employees working in excess of eight (8) hours in a day shall receive time and one-half (1 1/2) their rate for those hours worked in excess of eight (8) hours.

Section 8. Holidays. To be eligible for holiday premium pay, a part-time employee must have worked his/her scheduled normal work shift the shift before the holiday and his/her scheduled normal work shift the shift after the holiday.

Section 9. Vacations. Part-time employees will not earn vacation hours or accumulate vacation leave hours.

Section 10. Injured-on-Duty Leave. Part-time employees are eligible for injured-on-duty leave as outlined in Article 42.

Section 11. Lunch Hours and Breaks. Bargaining unit members shall receive a ten (10)-minute paid break in the first four (4) hours of his or her normally scheduled shift. Part-time employees shall receive a thirty (30)-minute paid lunch break if scheduled to work eight (8) hours consecutively.

ARTICLE 48 **SUSPENSION OF AGREEMENT IN EMERGENCY**

Section 1. Suspension. In the event of any riot, civil disturbance, catastrophe, natural disaster or other disastrous occurrence as determined by the Employer, all provisions of this Agreement may be suspended, except for those provisions establishing rate of compensation.

Section 2. Re-Implementation. Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of the suspension of the Agreement and re-implementation of the Agreement will begin in accordance with the grace period set forth below.

Section 3. Grace Period. Once such disastrous or emergency event has ceased, there may be a grace period, not to exceed fourteen (14) days in which all suspended terms of the Agreement shall be re-implemented.

ARTICLE 49 **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 one (1) month 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.

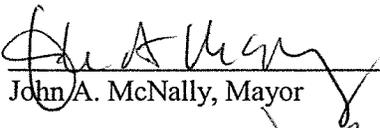
ARTICLE 50
DURATION

This Agreement shall become effective upon ratification or final dispute resolution (January 1, 2013) and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2015.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 10TH day of July, 2014.

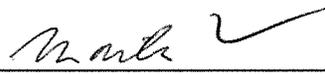
For the City of Youngstown



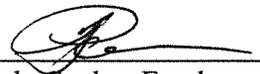
John A. McNally, Mayor



David Bozanich, Finance Director

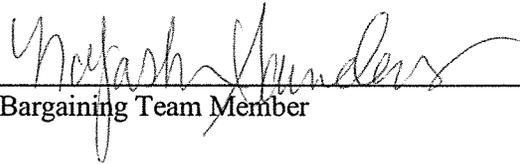


Martin Hume, Director of Law



Sandy Conley, Employer Advocate

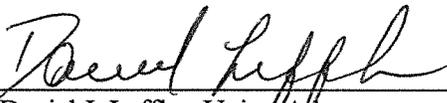
For the Union



Bargaining Team Member

Bargaining Team Member

Bargaining Team Member



Daniel J. Leffler, Union Advocate

APPROVED AS TO FORM



Martin Hume, Director of Law

SIDE LETTER #1
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 January 1, 2008. Those employees currently members of the bargaining unit 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 in accordance with the parties' collective bargaining agreement.

SIDE LETTER #2
WORK RULES

The parties acknowledge that the work rules article does not relieve the Employer from its duty to bargain under R.C. 4117.

SIDE LETTER #3
PARKING AND OFF-DAY SCHEDULING

This Side Agreement is made concurrent with the collective bargaining agreement executed this same day and commencing January 1, 2001, by and between the Ohio Patrolmen's Benevolent Association (for the bargaining unit comprising of Emergency Dispatch Technicians) and the City of Youngstown. IT IS AGREED:

1. The City shall provide the bargaining unit with six (6) parking passes or provide for parking.
2. The City shall implement the off day scheduling regime for bargaining unit employees attached hereto and incorporated herein. Such shall be implemented within thirty (30) days of execution hereof.

SIDE LETTER #4
OFF DAY SCHEDULING REGIME

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	1	1	1	1	-	-
2	2	2	-	-	2	2
3	-	-	3	3	3	3
4	4	-	-	4	4	4
-	5	5	5	5	5	-

APPENDIX A
WAGE SCHEDULE

<u>Classification</u>	<u>Service</u>	0%	1%	1.50%
		<u>1/1/2013</u>	<u>6/28/2014</u>	<u>1/1/2015</u>
Public Service Emergency Dispatch Technician (Full & Part-Time)	Entry	\$13.50	\$13.64	\$13.85
	After 1 Year	\$14.00	\$14.14	\$14.35
	After 2 Years	\$14.68	\$14.83	\$15.05
	After 3 Years	\$15.33	\$15.48	\$15.71
	After 4 Years	\$16.20	\$16.36	\$16.61
	After 5 Years	\$17.04	\$17.21	\$17.47

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. Employees carry out safety sensitive functions and are thus subject to greater scrutiny for the use of illegal drugs or the abuse of drugs or alcohol.

B. Definitions

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

C. General Rules

1. Employees shall not take any narcotics or dangerous substances unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutorily 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
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM

(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 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 a covered 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 covered employees may be randomly tested for alcohol per year and twenty percent (20%) may be randomly tested for drugs per year.

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

APPENDIX B
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM
(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/her 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
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM
(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 employee shall also be required to sign a certification on the custody and control form that the sample is his/hers.

APPENDIX B
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM

(Continued)

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. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result. Any person refusing to take a pre-employment test will not be hired. An employee refusing to take a return to duty test cannot be returned to duty.

Required Evaluation and Treatment

No covered employee known to be using drugs, or known to have tested positive for drugs shall be permitted to perform or continue to perform safety-sensitive functions until he has been cleared by the Substance Abuse Professional (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 SAP to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said rehabilitation program; and,

APPENDIX B
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM
(Continued)

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 subsequent positive findings on a drug or alcohol test shall be administered in a progressive and uniform manner and may require the employee to enter into a "last chance agreement" for continued employment.
- C. Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination.

Costs

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

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

APPENDIX C
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the City's list of approved providers for IOD. This 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.

IOD/WORKERS' COMPENSATION PROVIDERS

City of Youngstown		Updated 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.	Youngstown	330-747-9215	Neurological Surgery	at physician's discretion
Bury, Troy	4030 Boardman-Canfield Road, Ste. 100C	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
Detesco, 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	
Gerberry, 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	
Gutikonda, 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

IOD/WORKERS' COMPENSATION PROVIDERS

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.	Youngstown	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, Leah 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	

IOD/WORKERS' COMPENSATION PROVIDERS

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. University Suburban Health Center-1611 S. Green Rd.	Beachwood	216-844-8301	Orthopedics
Ahn, Nicholas, MD		South Euclid	216-844-8301	Orthopedics
Armotario, 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
Brokcer, 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 Clingen 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

IOD/WORKERS' COMPENSATION PROVIDERS

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
Schricket, Tyson, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics
Solmen, James, MD	6470 Tippicanoe 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 Ohiotown 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 D
GRIEVANCE PROCEDURE

NO. _____ UNION _____
STEP _____ DEPARTMENT AND/OR DIVISION _____
DATE FILED _____

DATE RECEIVED BY THE CITY OF YOUNGSTOWN _____
NAME OF PERSON RECEIVING SAME _____

NAME OF GRIEVANT _____
POSITION HELD _____
CURRENT ASSIGNMENT _____

IF ANY DOCUMENT IS NECESSARY TO PROVE YOUR GRIEVANCE, PLEASE INDICATE
SAME _____

DESCRIPTION OF GRIEVANCE, INCLUDING DATE: _____

REMEDY DESIRED _____

UNION REPRESENTATIVE

GRIEVANT

DATE _____

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

APPENDIX D (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN RESPONSE TO GRIEVANCE

NO. _____ STEP _____

NAME OF RESPONDENT _____

RANK AND/OR DESIGNATION TO PROCESS GRIEVANCE _____

DATE OF HEARING _____

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

DISPOSITION _____

SIGNATURE WITH RANK OR DESIGNATION

DATE

APPENDIX D (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN
MAYOR'S DESIGNEE DECISION

NO. _____ STEP _____

DATE RECEIVED BY MAYOR'S DESIGNEE _____

NAME OF GRIEVANT _____

DISPOSITION _____

SIGNATURE OF PERSON DISPOSING OF GRIEVANCE

DATE DISPOSED

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

APPENDIX D (Continued)
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN
GRIEVANCE FORM
SUMMARY AND DISPOSITION SHEET

NO. _____ STEP _____

DEPARTMENT AND/OR DIVISION _____

NAME OF GRIEVANT _____

DATE FILED _____

SIGNATURE OF PERSON RECEIVING SAME FOR CITY _____

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

COMMENTS _____

UNION REPRESENTATIVE

APPENDIX E
SENIORITY LIST

<u>Employee Name</u>	<u>Bargaining Unit & Total Seniority Entry Date</u>	<u>Vacation Accrual Date</u>
1. Katherine Huff	2/28/94	3/3/94
2. Janice Ware	2/28/94	3/3/94
3. Dino D'Amico	6/3/98	6/24/96
4. Jill Baran	3/3/97	3/3/97
5. Barbara D'Avingnon	3/4/97	11/28/97
6. Elaine Hellman	12/29/97	12/29/97
7. Rose Freeman	1/26/98	6/23/98
8. Catasha Garret	1/26/98	7/20/98
9. Miriam Irizarry	2/11/98	6/17/98
10. Christie Slanina	8/28/00	8/28/00
11. Natasha Saunders	8/28/00	8/28/00
12. Michelle McIntire	9/3/07	9/3/07
13. Keisha Berry	9/4/07	9/4/07

*Irrespective of the dates above, priority for vacation selections, layoff and recall, overtime equalization, and shift bidding shall follow in the order listed above with number one (1) being the most senior. Additionally, for purposes of vacation accrual, the above listed dates shall be used as noted.

MEMORANDUM OF UNDERSTANDING
DEPARTMENTAL AWARDS

The Chief of Police may grant bargaining unit members accumulated time for a departmental award to be used in accordance with this article. The awards are as follows:

- A. Departmental Commendation. A written commendation given to an employee who has performed in an exemplary manner in any single instance or incident. Four (4) hours of Accumulated Time shall be awarded with this commendation and must be taken as time off unless cashed out upon retirement.

- B. Meritorious Service Award. An award given to an employee who has performed in an exemplary manner in any single incident or instance in which a high degree of initiative or professionalism is involved. Eight (8) hours of Accumulated Time shall be awarded with this award to be taken as time off unless cashed out upon retirement.

- C. Lifesaving Award. An award given to an employee who has performed in an exemplary manner in any single instance or incident or act of heroism which results in the saving of the life of another human being. Sixteen (16) hours of Accumulated Time shall be awarded with this award to be taken as time off unless cashed out upon retirement.

MEMORANDUM OF UNDERSTANDING
OVERTIME/CALL-OUT POLICY

The City of Youngstown, "Employer," and the OPBA/Dispatch Unit, "Union," do hereby agree to meet in a labor-management meeting within sixty (60) days of execution of the 2013-2015 collective bargaining agreement for purposes of reviewing and updating the overtime call-out policy and discussing shift switches.

This memorandum of understanding shall be effective upon execution and shall expire ninety (90) calendar days thereafter.