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AGREEMENT
BETWEEN THE
CITY OF YOUNGSTOWN

AND THE

YOUNGSTOWN POLICE
RANKING OFFICERS
(YPRO)

June 1, 2014
through
December 31, 2016

TABLE OF CONTENTS

Article	Page
Article 1 Purpose and Intent	1
Article 2 Recognition	1
Article 3 Scope of Contract.....	1
Article 4 Non-Discrimination	2
Article 5 No Strike/No Lockout.....	2
Article 6 Management Rights	2
Article 7 Union Activity	3
Article 8 Union Membership/Dues Deduction.....	3
Article 9 Severability & Legality.....	4
Article 10 Bargaining Unit Application of Civil Service Law	5
Article 11 Work Rules	5
Article 12 Reduction In Force & Recall	5
Article 13 Health and Safety.....	6
Article 14 Labor Management Committee	6
Article 15 Drug Testing/Employee Assistance Program	7
Article 16 Legal Defense And Indemnity	7
Article 17 Deferral Of Income And Taxation	7
Article 18 Grievance and Arbitration	8
Article 19 Discipline/Corrective Action	11
Article 20 Personnel Files.....	13
Article 21 Internal Investigations.....	13
Article 22 Unfounded Complaints.....	15
Article 23 Promotional Exams.....	15
Article 24 Bargaining Unit Seniority.....	15
Article 25 Scheduling/Shift Bidding.....	16
Article 26 Wages & Salaries.....	17
Article 27 Insurance Benefits.....	18
Article 28 Longevity.....	20
Article 29 Hazardous Duty Pay	20
Article 30 Uniform Allowance	21
Article 31 Bomb Squad Pay.....	21
Article 32 Shift Differential	21
Article 33 College Education Bonus.....	21
Article 34 Fitness Fee	22
Article 35 Honor Guard	22
Article 36 On-Call Pay.....	22
Article 37 Call-Out	22
Article 38 Working Out of Classification.....	22
Article 39 Hours of Work/Overtime	23
Article 40 Old/Accumulated Compensatory Time	24
Article 41 New Accumulated/Compensatory Time.....	24
Article 42 Holidays	25
Article 43 Vacations	26
Article 44 Sick Leave.....	27

TABLE OF CONTENTS
(Continued)

Article	Page
Article 45 Bereavement Leave.....	29
Article 46 Personal Leave.....	29
Article 47 Injured on Duty Leave (Iod)	29
Article 48 Jury Duty.....	31
Article 49 Attendance/Safety Incentive Program	32
Article 50 Retirement And Severance	33
Article 51 Government Programs	33
Article 52 Vests.....	34
Article 53 Police Badge	34
Article 54 Index/Desk Work.....	34
Article 55 Turn Supervisors Transportation	34
Article 56 Employee Parking	35
Article 57 Notification of Employment Information/Status	35
Article 58 Delivery of Notice	36
Article 59 Termination of Contract.....	36
Signature Page	37
Side Letter #1 Prior Service Credit For Vacation.....	38
Side Letter #2 Sick Leave Transfer	39
Side Letter #3 Letter of Understanding for Holiday A/T Time.....	40
Side Letter #4 Shift Differential	41
Side Letter #5 Attrition Based Abolishment.....	42
Side Letter # 6 Wage Differential Administration.....	43
Side Letter # 7 Wage Schedule Administration.....	44
Side Letter #8 Bidding Procedures	45
Side Letter # 9 Fiscal Officer Duties	46
Appendix A Wage Schedule.....	47
Appendix B Drug and Alcohol Testing	49
Appendix C IOD/Workers' Compensation Providers	55
Appendix D Grievance Procedure	62
Appendix E Insurance Benefits Schedule.....	66
Appendix F Departmental Awards	67
Memorandum Of Understanding Promotional Examination List Extension.....	70

ARTICLE 1
PURPOSE AND INTENT

Section 1. The purpose of the City of Youngstown (hereinafter referred to as the “City” and “Employer”) and the Youngstown Police Ranking Officers Organization (hereinafter referred to as “YPRO” or the “Union”) in entering into this contract is to set forth their understanding as to mutually acceptable rates of pay, hours of work, and other conditions of employment, including a means for equitable adjustment or settlement of grievances.

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

ARTICLE 2
RECOGNITION

Section 1. The City hereby recognizes the Youngstown Police Ranking Officers Organization, consisting of police officers with a rank of Sergeant, Detective, Detective Sergeant, Lieutenant and Captain as the sole and exclusive bargaining agent of all such sworn police employees employed by the City for the purpose of collective bargaining about any and all matters related to wages, hours and working conditions

Section 2. All other employees of the Youngstown Police Department shall be excluded.

ARTICLE 3
SCOPE OF CONTRACT

Section 1. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any letter of understanding executed concurrently (or after) with this contract constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

The parties acknowledge that during the negotiations which resulted in the contract, each had the unlimited right and opportunity to make its demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the contract and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this document.

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

Section 2. Mid-Term Bargaining. If the City is contemplating any changes that would affect the wages, hours and/or conditions of employment not otherwise provided for in this contract, then the City shall inform the Union of said proposed change within a reasonable period of time and open a

dialogue with the Union concerning such change. The Chief of Police will retain final decision power.

ARTICLE 4
NON-DISCRIMINATION

Section 1. In the administration of this Agreement, neither the City nor the Union will unlawfully discriminate against any bargaining unit member on the basis of race, color, religion, national origin, national ancestry, genetic information, military status, sex, age, or disability. The representatives of the City and the Union in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

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

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

ARTICLE 5
NO STRIKE/NO LOCKOUT

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

Section 2. There shall be no lockouts.

ARTICLE 6
MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.

- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

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

ARTICLE 7 UNION ACTIVITY

Section 1. There shall be no Union activity on City time, except as approved by the City or its designated representative.

Section 2. The right of the City to discipline a police officer for a violation of this contract shall be limited to the failure of such police officer to discharge his/her responsibilities as a police officer and may not in any way be based upon the failure of such police officer to discharge his/her responsibilities as a representative or officer of the union. The Union has the exclusive right to discipline its officers and representatives. The City has the exclusive right to discipline its officers and police officers.

Section 3. President Youngstown Police Ranking Officers Organization. The President of the YPRO, or a designee if he is not available, shall be released from duty for any Union-related business with the prior approval of his supervisor, which such approval shall not be unreasonably withheld.

Section 4. YPRO President Scheduling. In December of each year, the President of the YPRO shall be given the option of being assigned a daylight shift or rotating/non-rotating shift for the following year.

ARTICLE 8 UNION MEMBERSHIP/DUES DEDUCTION

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

Section 2. Dues Deduction. Upon receipt of a written authorization form from a bargaining unit member, the City will deduct monthly dues, assessments, and initiation fees as designated by the Union. Once given, such authorization shall continue to be effective until revoked in writing, and if revoked, the bargaining unit member shall be subject to the fair share fee deduction procedure. The deductions shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the City against any claims or demands if arising out of these deductions.

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

Section 4. Fair Share Fee Deduction Procedure. After promotion into the unit, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. 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 9 **SEVERABILITY & LEGALITY**

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

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

ARTICLE 10
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, except as provided in Article 23.

ARTICLE 11
WORK RULES

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

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

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

ARTICLE 12
REDUCTION IN FORCE & RECALL

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

Section 2. Return From Layoff. Each police officer who has been returned to the Police Department shall be immediately entitled thereafter to receive full compensation, including benefits, without penalty for the layoff period. This shall not apply to sick leave benefits, which must be actually earned.

ARTICLE 13
HEALTH AND SAFETY

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

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

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

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

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

ARTICLE 14
LABOR MANAGEMENT COMMITTEE

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

Section 2. Composition. In the interest of sound Labor Management relations, there will be established a Labor Management Committee (LMC), consisting of two (2) representatives of the Employer, two (2) appointments made by the Chief of Police from the ranks of the Union, and four (4) representatives of the Union.

Section 3. Timing. The Committee will meet the second Friday of each quarter, or within fourteen (14) days of a request by either party, for the purpose of discussing those matters outlined below. At least two (2) representatives of the Union and two (2) representatives of the Employer shall be permitted to attend such meetings, unless otherwise agreed.

Section 4. Subject Matter. The LMC shall not be construed as a substitute for the grievance procedure. The parties shall provide each other with an agenda of the issues to be discussed at least one (1) week prior to the scheduled date of the meeting. The purpose of such meetings shall be to:

- A. Discuss the administration of this contract;
- B. Discuss grievances that have not been processed beyond Step 3 of the grievance procedure when such discussions are mutually agreed to by the parties;

- C. Disseminate general information of interest to the parties;
- D. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interests to their members;
- E. Discuss ways to improve efficiency and work performance;
- F. Discuss training, education, and development opportunities;
- G. Consider policies relative to safety standards and equipment;
- H. Establish an awards system; and
- I. Provide a forum for discussion and aid relative to IOD.

ARTICLE 15
DRUG TESTING/EMPLOYEE ASSISTANCE PROGRAM

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

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

ARTICLE 16
LEGAL DEFENSE AND INDEMNITY

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

ARTICLE 17
DEFERRAL OF INCOME AND TAXATION

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

Section 2. Procedure. The City will withhold the full amount of the statutorily required contributions by the salary reduction method from the gross pay of each person within the bargaining unit thereby allowing the employee to pay to the Police and Firemen's Pension Fund in

Columbus, Ohio, the individual police officer's contributions on a pre-tax basis. No police officer shall have the option of choosing to receive the statutorily required contribution directly instead of having it "picked up" and paid by the employee in this manner.

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

ARTICLE 18 **GRIEVANCE AND ARBITRATION**

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

Section 2. The applicable procedures of the contract will be followed for the settlement of grievances. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this contract. Grievances shall be processed on the forms that appear in Appendix D of this contract.

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

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

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

Grievances involving discipline that result in termination, a reduction in pay, and/or a reduction in position may be initiated at Step 3 of the grievance procedure or appealed to the Municipal Civil Service Commission in accordance with its rules. Once a venue is selected for appeal, such election is final and binding on the grievant and Union.

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

Section 4. Procedure.

Step 1. If a bargaining unit member has a dispute with the City, he may elect to discuss said matter with his immediate supervisor within three (3) days after the occurrence initiating the dispute. The supervisor shall respond to the employee within three (3) days from the date that the grievance is stated.

Step 2. If the bargaining unit member is not satisfied with the response of the City given at Step 1, the bargaining unit member or the YPRO can submit the grievance in writing to the Chief of Police or his designee within fourteen (14) days of the date of the occurrence initiating the grievance or fourteen (14) days of the date at which the grievant/Union reasonably should have known of the occurrence. Under no circumstances, however, will a grievance be valid if filed more than thirty (30) days after the date of the occurrence on which the grievance is based or more than thirty (30) days after the date that the occurrence should have reasonably been discovered.

All documents to be considered in Step 2 must be dated, signed by the bargaining unit member, and presented within the fourteen (14) day period following the occurrence that initiated the grievance.

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

If the bargaining unit member or the YPRO is not satisfied with the decision, he may process the grievance, within ten (10) days, to the Mayor's designee.

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

Should a hearing occur, within seven (7) calendar days of the hearing date, the Mayor's designee shall make a decision in writing and transmit a copy of same to the YPRO and the affected police officer(s).

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

Within ten (10) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the City or the Union may request a panel of fifteen (15) national academy certified arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the

parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to two (2) lists and request another list. The party which rejects the list shall bear the cost of obtaining a new list.

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

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

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

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

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

- A. The arbitrator shall have no power to add to, delete from or modify any of the terms of this contract or to rule on any matters except when this contract is in full force and effect. The arbitrator shall have no power to establish language for this agreement or to change any existing wage rates or fringe benefits.
- B. The arbitrator shall have no authority to impose any obligations upon the City unless required by provision of this contract.
- C. All findings and decisions for back pay and/or benefits by the arbitrator shall be limited to the amount of wages and/or benefits that the police officer would have earned from the City of Youngstown had he not been disciplined, and the actual monetary damages suffered by reason of the discipline, set-off, if any, shall be in accordance with law.
- D. The arbitrator shall notify the parties, in writing, of his or her ruling no later than thirty (30) days after the conclusion of the hearing.

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

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

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

ARTICLE 19 **DISCIPLINE/CORRECTIVE ACTION**

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

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

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

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the

Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

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

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

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

Section 5. Disciplinary actions may be appealed in accordance with the Grievance Procedure, or if so elected, through the Civil Service Commission in accordance with its Rules, but not through both avenues. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure.

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

Letters of Instruction and Cautioning	twenty-four (24) month
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 for a period of ten (10) years.

Section 7. Expired Disciplinary Records. Once an item is purged from the file, such item may not be used by the city in support of any disciplinary action. Once an item is purged from the file, such item shall not be used at any disciplinary proceedings.

ARTICLE 20
PERSONNEL FILES

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

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

Section 2. The police officer shall have the right to inspect his file at any reasonable time. The police officer shall not remove any document from said file unless the removal is approved by the Chief of Police.

Section 3. Upon the written approval of the police officer, the file shall be accessible to the legal representative of the police officer or through an authorized representative of the YPRO.

Section 4. A police officer shall have the right, after having requested same in writing, to insert into his personnel file any legally proper material that he feels would tend to clarify statements made in documents in the file and to insert written counter statements as to conclusions contained in documents in this file.

ARTICLE 21
INTERNAL INVESTIGATIONS

Section 1. Confidentiality of Internal Affairs Files and Investigative Documents. None of the above is to be construed in any way to restrict the right of the Chief of Police to compile records, statements, and documents relating to internal affairs investigations. The records and documents of the Internal Affairs Division of the Police Department shall be confidential and shall only be accessible to the police officers by approval of the Chief of Police or by legal process. No information regarding a departmental investigation will be released until after notice is sent to the affected officer. Pictures and other information relating to officers involved in a departmental investigation shall not be released until processed through the City Law Department.

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

The internal affairs file shall be immediately purged of unfounded complaints. The internal affairs file shall be purged of all complaints that are more than two (2) years old. Once an item is purged from the file, such item shall not be used at any disciplinary proceeding.

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

Section 2. Investigations. Any employee to be interviewed in an internal investigation, where he may be subject to disciplinary action, will be given reasonable notice and afforded the following safeguards:

- A. **Notice.** The employee will be informed in writing prior to the interview if the City believes the employee is a suspect in the investigation.
- B. **Union Representation.** The employee will be informed of the nature of the investigation, and the allegations, and afforded the opportunity to consult with a Union representative or Union attorney prior to an interview. The employee shall be allowed the right to have a Union representative or Union attorney present during the interview. The opportunity to consult with Union representative or to have the Union representative or attorney present at the interview shall not delay the interview more than two (2) hours. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.
- C. **Timing.** Except for emergencies or where interviews can be conducted by telephone, the City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours.
- D. **Breaks.** The employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.
- E. **Interview Parameters.** All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- F. **Findings.** The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
- G. **Interview Record.** If the City tape records the interview, a copy of the complete interview of the employee shall be furnished upon request to the employee. The Union will pay five dollars (\$5.00) for any tape reproduction and agrees to wait until the conclusion of the investigation for any recording or transcript. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the City, the employee shall be given a copy thereof at the conclusion of the investigation at a five dollar (\$5.00) cost to the union.
- H. **Investigation Documents.** When the investigation results in departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation, which will contain all known material facts of the matter, to including any tape recordings (at a cost of up to five dollars [\$5.00] per tape for duplication).

The Union and the City also agree that any informant who is promised confidentiality will have his name or identifying characteristics redacted.

- I. **Investigators.** Officers, including ranking officers, who are the instigating proponent or an actual witness to an incident shall be prohibited from participating in the investigation.

- J. **Interview Timing.** Interviews and investigations shall be concluded with no unreasonable delay. An arbitrator may consider the timeliness of an investigation in considering the merits of the discipline imposed.
- K. **Polygraphs.** There will be no polygraphs administered, including shotgun polygraphs, unless an employee representative or Union attorney is allowed to accompany the internal affairs during the polygrapher's examination. No interruption or advice or other activity can occur during the examination.

ARTICLE 22 **UNFOUNDED COMPLAINTS**

Section 1. Definition. An unfounded complaint is a complaint that has no basis in fact or where the officer's action was deemed justified or where the complaint was withdrawn by the complainant.

Section 2. The personnel file shall not include unfounded complaints. Records of unfounded complaints shall be removed from an employee's personnel file and kept separately.

ARTICLE 23 **PROMOTIONAL EXAMS**

Section 1. Timing for Exam due to List Expiration. In the event that a valid promotional list is due to expire, announcement for the next examination shall be made one hundred twenty (120) days prior to list expiration. The promotional exams shall then be held within thirty (30) days after the list expiration date.

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

ARTICLE 24 **BARGAINING UNIT SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total seniority is computed as the length of accumulated, uninterrupted, full-time service as a sworn police officer with the City of Youngstown Police Department.
- B. **Bargaining Unit Seniority.** Bargaining unit seniority is computed as the length of accumulated, uninterrupted, full-time service as a sworn police officer above the rank of Patrol Officer.

- C. Classification Seniority. Classification seniority is computed as the length of accumulated, uninterrupted, full-time service as a sworn officer in a specific rank/classification (e.g., detective, police sergeant, detective sergeant, police lieutenant, police captain, etc.).

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

Section 3. Length of continuous service is interrupted/broken by the events listed below:

- A. A voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff within seven (7) days after notification to return by registered mail addressed to the employee's last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.
- D. Failure to report for work for more than five (5) workdays without having given the City notice of this absence prior to or during the five (5) day period will result in a break in continuous service unless the City determines a justification exists for the failure to give such notice. Justification shall not be unreasonably determined.

Section 4. Badges. All badges shall reflect seniority.

ARTICLE 25 **SCHEDULING/SHIFT BIDDING**

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

- A. Shift Assignments Bidding for Patrol. As part of the annual bid, at least fourteen (14) days prior to the bid, the Chief will provide notice of his intended deployment of rank personnel to the bargaining unit. All assignments to the Patrol Division, including the traffic division with the exception of accident investigators, shall be bid annually by classification seniority. When the Employer determines that an assignment in a specific classification is to be made in the Patrol Division, it shall offer the opportunity to the most senior bargaining unit member occupying the classification in which the assignment is to be made. If the member chooses not to accept the assignment, the Employer shall offer the opportunity to the employee with the next greatest classification seniority. Should no bargaining unit members accept the assignment, a member with the least amount of classification seniority shall be involuntarily transferred.
- B. Shift Assignment Bidding for Detective Division. Four (4) assignments to the Detective Division, excluding FISU and Crime Lab, in the rank of Detective/Sergeant shall be bid

by classification seniority. The Employer shall offer the opportunity to the bargaining unit member with the greatest classification seniority occupying the Detective/Sergeant classification. If the member chooses to accept the assignment, the Employer shall offer the opportunity to the member with the next greatest classification seniority. Should no bargaining unit members accept the assignment, the Employer may involuntarily transfer a member into the assignment.

- C. YPRO President Shift Assignment. Annually the President of the YPRO shall be given the option of being assigned a daylight shift or Patrol Division shift for the following year.
- D. Assignments with Staggered Days Off. On shifts assignments where days off are staggered, the selection of days off shall be determined by classification seniority.
- E. Adjustments of Bid Results. Notwithstanding, the results of a bid under this article, the Employer reserves the right to adjust the bid for operational need. In the event that this occurs, the Employer agrees to articulate the reasons for the bid adjustment. The Union shall then have the ability to grieve the reasonableness of the Employer's decision under this section. Any grievance over this matter shall be filed directly at Step 3 and the parties agree to process it in an expedited fashion.

Section 2. Shift Assignment Bidding Procedure. The Employer shall determine how many officers are to be assigned to each shift, division, and unit. By December 15th of each year, bargaining unit members shall be given the opportunity to bid on assignments to the Patrol Division and Detective Division as discussed above, to be effective in January of the following year. Assignments to the Patrol Division and Detective Division for the following year shall be awarded to the most senior bargaining unit member occupying the classification in which the assignment is to be made. Any officer that is involuntarily transferred shall be allowed to bid on an assignment the following bid. Patrol division bidding shall be conducted top down, by seniority, from the highest classification to the lowest classification.

Section 3. Transfers. Officers shall not be involuntarily transferred as a disciplinary measure without their consent. The Employer shall provide fourteen (14) days notice in the event of a transfer, except where the employee waives the notice requirement.

ARTICLE 26 **WAGES & SALARIES**

Section 1. Rates of Pay. Bargaining unit members will receive pay in accordance with the Wage Schedule, Appendix A, in the attached Collective Bargaining Agreement. Wage rates reflect a fifteen percent (15%) differential between the senior patrol officer and the 3rd year Detective/Sergeant; between the 3rd year Detective/Sergeant and the 3rd year Lieutenant; and between 3rd year Lieutenant and 3rd year Captain. Maintenance of the fifteen percent (15%) rank differential is provided for in Side Letter #6. Wage rates for the year 2014 shall remain unchanged until such time as increases are provided as set forth below. Increases in the rates of compensation shall be as follows:

Effective January 1, 2015: 2.5%
Effective January 1, 2016: 1%

Section 2. 1st Year/Out-of-Class Rate. During the course of the parties' agreement, bargaining unit members designated by the Employer to as acting out of classification/rank or promoted to a higher rank shall receive the 1st year rate for the applicable classification which shall be five percent (5%) below the 3rd year rate. Persons receiving a promotion shall advance to successive steps within the pay scale for the applicable classification based upon the years of service as described in Section 3, and listed in Appendix A.

Section 3. Wage Schedule Administration. The 1st year rate shall be five percent (5%) less than the 3rd year rate. After one (1) year of continuous, permanent service in the applicable promotional position, a ranking officer shall move to the next step of the wage schedule for the applicable classification, three and one-half percent (3.5%) below the 3rd year rate. After two (2) years of continuous, permanent service in the applicable promotional position, a ranking officer shall move to the next step of the wage schedule for the applicable classification, two percent (2.0%) below the 3rd year rate. After three (3) years of continuous, permanent service in the applicable promotional position, a ranking officer shall move to the permanent 3rd year rate for the applicable classification.

ARTICLE 27 **INSURANCE BENEFITS**

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

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

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

The insurance committee shall have the authority to recommend alterations to the plan and benefit levels and/ or recommend adjustments to coverage levels through majority vote.

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

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

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

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

Section 3. Life/ADD Coverage. The City agrees to continue the program of life, accidental death and dismemberment insurance now in force except that it will be entirely funded and administered by the City. Effective January 1, 1999, its value will be twenty thousand dollars (\$20,000). The City will also continue to reimburse the Union the premium costs for an additional thirty thousand dollars (\$30,000) of accidental death & dismemberment coverage.

Section 4. Insurance Waiver. If any employee elects to refuse the coverage provided in Section 1, then that member shall be paid the premium saved by the City, not to exceed the amounts set forth below. Such election is contingent upon the employee documenting any and all existence of alternative health care coverage executing a waiver of the City's group plan and further waiving any action for damages and reimbursement resulting from such election. Payment for those employees making such an election shall be one hundred and sixty-eight dollars (\$168.00) per month for the duration of this agreement, payable in monthly increments

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

Effective January 1, 2015, 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.

Effective May 1, 2016, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage.

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

Section 7. 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. Each new police officer will be provided a full and complete copy of the insurance policy. Within thirty (30) days of any change of carrier coverage, the City will also provide each police officer with all such changes of coverage policy provisions.

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

ARTICLE 28 **LONGEVITY**

Section 1. Eligibility. Bargaining unit employees hired on or after January 1, 2001, who have completed not less than three (3) full years of service with the City, shall be granted longevity pay. Those employees hired prior to said date shall be entitled to longevity pay after the completion of two (2) years of service under Youngstown Revised Code 163.30.

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

ARTICLE 29 **HAZARDOUS DUTY PAY**

Section 1. The hazardous duty pay benefit will be as set out in the Youngstown Codified Ordinances, Section 163.31, as amended, except that payment of hazardous duty pay will be

made as soon as practicable after the first of January in any given calendar year and such yearly increment will be eight hundred five dollars (\$805.00).

ARTICLE 30
UNIFORM ALLOWANCE

Section 1. Each police officer shall receive an annual uniform allowance in the amount of one thousand fifty dollars (\$1,050.00). The City shall attempt to make the payment by April of each year.

Section 2. Police officers who separate from service shall only be entitled to a pro-rated payment for uniform allowance.

ARTICLE 31
BOMB SQUAD PAY

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

ARTICLE 32
SHIFT DIFFERENTIAL

Section 1. Unless otherwise modified by Side Letter #4, the shift differential shall be as follows.

Section 2. Afternoon Shift. Each police officer who works the afternoon shift shall receive, in addition to all other compensation, an additional forty cents (\$.40) per hour.

Section 3. Evening Shift. Each police officer who works the night shift shall receive, in addition to all other compensation, an additional fifty cents (\$.50) per hour.

ARTICLE 33
COLLEGE EDUCATION BONUS

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

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

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

ARTICLE 34
FITNESS FEE

Section 1. Commencing January 1, each police officer shall be reimbursed one hundred sixty-seven dollars (\$167.00) annually for each officer's gym membership (and on the current payment date).

ARTICLE 35
HONOR GUARD

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

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

ARTICLE 36
ON-CALL PAY

Section 1. Bargaining unit members assigned to be on-call are expected to be available to respond if called out, within a reasonable proximity so that response will be prompt and fit for duty during all on-call periods. Failure to respond when on-call will subject an employee to discipline, unless reasonable circumstances prevent the employee from reporting.

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

ARTICLE 37
CALL-OUT

Section 1. Call-Out Rate. A police officer called out to work on his or her day off shall be compensated at the rate of one and one-half times (1 1/2) his/her regular hourly rate.

Section 2. Call-Out Minimum. In case of such call out, said police officer shall work or be paid a minimum of four (4) hours at the premium rate (e.g., six [6] hours regular rate).

ARTICLE 38
WORKING OUT OF CLASSIFICATION

Section 1. Captain Rate. Where a captain is off for his five (5) consecutive regularly scheduled work days, not including his regular days off, the lieutenant will receive out of classification pay commencing with the captain's sixth (6th) regularly scheduled work day off.

Section 2. Lieutenant Rate. Where both the captain and the lieutenant are off in a division on any given day, the Officer-in-Charge (OIC) will receive out of classification pay.

Section 3. Out of Classification Limitations. Officers are only eligible for advancement of one (1) pay grade in out of classification situations.

ARTICLE 39 **HOURS OF WORK/OVERTIME**

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

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

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

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

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

Section 6. Patrol Overtime Call-out Procedure. An overtime call-out list shall be created for ranking officers assigned to the Patrol Division. If overtime for ranking officers assigned to the Patrol Division is required, the call-out list established shall be followed. Those non-scheduled ranking officers assigned to the patrol turn where the overtime is required and occupying the applicable classification shall be called first. The ranking officer with the greatest classification seniority shall be offered the opportunity first. In the event no ranking officer is available from the patrol turn in which overtime is required, the current shift of ranking officers occupying the classification where the opportunity is available may be assigned the overtime.

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

ARTICLE 40
OLD/ACCUMULATED COMPENSATORY TIME

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

- A. All old accumulated time, which was frozen as of December 31, 1985, and otherwise not liquidated, shall be liquidated in any or all of the following methods, as determined by the individual police officer:
1. The police officer may take an extra forty (40) consecutive working hour vacation per year and such additional vacation hours as are allowed by the Chief. Such extra vacation shall be scheduled after the departmental annual scheduling of regular vacation.
 2. The time may remain on the book and be taken as time off until retirement.
 3. All old accumulated time remaining at permanent separation from service can be paid off as follows: (i) at eighty percent (80%) of the then current hourly rate, or (ii) converted to "vacation" to be rolled into terminal pay at eighty percent (80%) less any further economic impact to the City that the election may cause.
 4. Any other plan agreed to by the City and the police officer.
- B. It is agreed that these terms supersede this contract and shall be also included in all future contracts, unless held to be violative of Chapter 4117 of the Ohio Revised Code.

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

ARTICLE 41
NEW ACCUMULATED/COMPENSATORY TIME

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

Section 2. Maximum Accrual. Accumulated time is to be banked in a separate account and to be capped at four hundred eighty (480) hours. New accumulated time may be taken in cash or time off as earned.

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

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

- A. Court A/T. Officers earn accumulated time for City required court appearance(s) at a minimum rate of four (4) hours for appearing in morning (8:00 a.m.-12:00 p.m.), afternoon (12:01 p.m.-4:00 p.m.), or evening court (after 4:00 p.m.) or time and one-half (1 1/2) for those hours actually spent in court, whichever is greater. The four (4) hour minimum is meant to compensate officers for all appearances occurring during the respective court session (i.e., morning court, afternoon court, etc.). An officer that is held over from one court session to the next shall receive a four hour minimum for each session.
- B. Holiday A/T. Accumulated time earned as a result of a holiday worked is earned at double time and three-quarters (2 3/4) time. A holiday not worked is earned at straight time. At the option of the employee, A/T earned for working a holiday may be taken in the form of cash payment or A/T as described above.
- C. Shift Change A/T. Accumulated time earned as a result of a shift change is accumulated at the rate of eight (8) hours per shift change.
- D. City Hall Closing. Six (6) hours of accumulated time shall be earned as a result of the closing of City Hall for those employees that work their regularly scheduled shifts on that date.

Section 5. A/T Conversion. Bargaining unit members may request up to eighty (80) hours of A/T be converted to cash and paid out each year. Such requests for liquidation must be made in writing by the employee no later than December 1 of the year prior to liquidation. The liquidated hours will be paid out in July of each year at the hourly rate of the time of liquidation.

Section 6. A/T Scheduling. Bargaining unit members shall attempt to provide the Employer at least thirty (30) days notice in advance of the date sought for compensatory time use requests. Where the use of compensatory time off has been denied, the employee shall be offered a mutually agreeable alternative day within the next thirty (30) days for use of the requested compensatory time off. The Employer may also elect to offer cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's balance. If neither of those options is acceptable, the employee may withdraw the compensatory time request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law.

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

ARTICLE 42 **HOLIDAYS**

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

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 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. Personal Day |
| 6. Labor Day | |

Section 2. Holiday Pay Rate. Police officers who work on any of the foregoing holidays, not including the personal day, shall receive their holiday pay, plus time and three-quarters time for all hours worked.

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

Section 4. Holidays Observed. Upon execution, holidays will be observed on the actual day of the holiday.

Section 5. Personal Day Scheduling. Scheduling of the personal day shall be done in the same manner as Article 46, Section 2. The personal day provided in Section 1 is in addition to those provided under Article 46 and not deducted from the employee's sick leave.

ARTICLE 43
VACATIONS

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

After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After eleven (11) years of service	Four (4) weeks
After seventeen (17) years of service	Five (5) weeks
After twenty-three (23) years of service	Six (6) weeks

Section 2. Eligibility/Usage. The length of vacation is determined by the police officer's full-time employment anniversary with the City of Youngstown, Ohio. 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 (1) 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.

Officers in their last year of employment must earn the vacation for that year, i.e., prorated to date of termination.

Section 3. Vacation Cashout. By agreement between the City and the police officer involved, vacation benefits may be liquidated in cash.

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

ARTICLE 44 **SICK LEAVE**

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

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

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

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

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

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

Section 6. Documentation. The Employer may require a police officer to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, or the absence is 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. The Employer may require a physician's certificate every ten (10) days to justify the continued use of leave.

The certificate must state that the employee was examined, the date and time of such examination, that the employee cannot work, and the expected return date. Falsification of either an application for injured on duty leave, a written signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. The applicable ordinance shall be followed.

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

Section 8. Sick Leave Transfer. An employee who transfers to the City from another public agency shall not be credited with any unused accumulated sick leave.

Section 9. Sick Leave Incentive Payment. For each quarter in which an employee does not use his sick leave and maintains a minimum of one hundred twenty (120) hours, he shall be entitled to a bonus as follows:

First Quarter	(January-March)	\$155.00
Second Quarter	(April-June)	\$155.00
Third Quarter	(July-September)	\$155.00
Fourth Quarter	(October-December)	\$155.00

The minimum hour requirement for the bonus shall not apply to employees in their first and second year. The cash bonus for non-use of sick leave is not 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 the current year).

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

ARTICLE 45 **BEREAVEMENT LEAVE**

Section 1. All full-time police officers shall be eligible for paid bereavement leave, not to exceed three (3) scheduled duty days for death in their immediate family. Additional time (i.e., vacation, A/T, personal leave, etc.) for bereavement may be granted upon the approval of the Chief of Police.

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

ARTICLE 46 **PERSONAL LEAVE**

Section 1. Each police officer shall be entitled to three (3) paid personal days of leave per year (December 1 through November 30), deducted from the employee's sick leave balance. These days shall not count against the employee for purposes of non-use of sick leave bonus. Personal days shall not be cumulative.

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

ARTICLE 47 **INJURED ON DUTY LEAVE (IOD)**

Section 1. Injured on duty leave (IOD) shall be granted to any employee certified by the City as injured in the course and scope of City employment. Certification will not be unreasonably withheld by the City.

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a schedule of providers designated by the City (see Appendix C). Changes to the schedule of providers shall be finalized in January and July of each year. Bargaining unit members may submit provider names to the law director in writing during May of the current year or by

November 1st of each preceding year. 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 pay, 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. Wages and all benefits, except sick leave per Article 44, Section 1, 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, provided the employee has not been disability separated. 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 for the employee under COBRA. An employee on IOD leave is required to utilize his vacation leave in the year in which he accrued the vacation leave. The employee's IOD leave will then be extended by the amount of vacation leave he is required to use.

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

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

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

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

Time spent on a light-duty assignment shall constitute time off under these IOD provisions.

ARTICLE 48 **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 pay and the employee may be subject to discipline.

ARTICLE 49
ATTENDANCE/SAFETY INCENTIVE PROGRAM

Section 1. Purpose/Scope. In order to promote safety in the workplace, decrease the amount of preventable sick leave usage, and reduce IOD/Workers' Compensation claims, the City will offer to bargaining unit members a voluntary leave conversion program as set forth below. The City may, at its sole discretion, discontinue the program by March 31 of any year. The parties acknowledge that these payments are non-pensionable under the OPFPDF regulations.

Section 2. Participation Criteria. Bargaining unit members are required to maintain a minimum balance of seven hundred fourteen and four-tenths (714.4) hours of sick leave. "Balance" is what an employee has as of December 31 of the program year.

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

Section 3. Conversion/Liquidation Options. An employee that satisfies the criteria for participation and achieves the following goals may convert a maximum of one hundred (100) hours of sick leave annually utilizing any combination of the following options:

- A. An employee who utilizes no sick leave during a calendar year (January 1-December 31) may liquidate up to fifty-one (51) hours of sick leave at the rate of fifty percent (50%) of his current hourly rate.
- B. An employee who has no lost time due to a work-related injury claim (IOD) during a calendar year (January 1-December 31) may liquidate up to thirty-four (34) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate.
- C. An employee who does not file a claim for workers' compensation during a calendar year (January 1-December 31), in connection with a current incident or a previous/pre-existing claim or condition, may liquidate up to thirty-four (34) hours of sick leave at a rate of fifty percent (50%) of his current hourly rate.

Section 4. Payment Maximum/Schedule. The combined amount of sick leave that may be converted shall not exceed one hundred (100) hours for any given year. Payment will be made during the first quarter following the year in which the employee participated in the program. The parties agree that the first payout will be during the first quarter of 2008 for the 2007 benefit year. For the 2007 benefit year, the participation criteria shall be measured from the execution date of the contract to December 31, 2007.

ARTICLE 50
RETIREMENT AND SEVERANCE

Section 1. Separation. When a police officer retires or leaves the City's employment, the City shall pay him/her in full value of his/her new accumulated time (A/T), the full value of his/her accumulated vacation time, thirty-five percent (35%) of the value of his/her accumulated sick leave, and old accumulated time (A/T) as valued under Article 40. This shall be paid on the basis of the police officer's current basic hourly wage, or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater.

Section 2. Periodic Separation Payments. A police officer who declares his intention to retire to the City may, in the three (3) years preceding retirement, elect to receive payment for his accumulated leave under Section 1 in three (3) equal payments in May of each year (i.e., one-third 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, the 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. An employee electing this option is not eligible to exercise the option provided in Article 41, Section 5, for A/T conversion to be paid out during his last three years of service.

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

Section 4. Weapon Purchase. Each officer who retires after fifteen (15) years service shall have the option to purchase his duty weapon for the sum of one dollar (\$1.00). Purchase of the duty weapon shall be subject to the requirements of Youngstown Codified Ordinance 163.20, as enacted in 1981. Where the retirement is based on a mental condition where the Employer determines that retention of a weapon could pose a danger to the employee or others, the Employer may deny the purchase and require that the weapon be returned to the City.

Section 5. Vest Purchase. Each officer who has been issued a bullet-proof vest may purchase the vest upon retirement for the sum of one dollar (\$1.00).

Section 6. Police Badge Purchase. Each sworn police person who has served for a period of fifteen (15) years and who retires after such service shall be given by way of compensation, the right to purchase his/her duty badge from the City for the sum of one dollar (\$1.00).

ARTICLE 51
GOVERNMENT PROGRAMS

Section 1. No bargaining unit member shall be excluded simply because he is of higher rank,

from any detail in which the funding of such detail is either directly or indirectly and partially or fully funded by any county, state, federal government, or political subdivision, with the City of Youngstown constituting one such political subdivision, public agency, public body, or any other like entity or agency. Bargaining unit members acknowledge, however, that it is within the discretion of the Employer to determine the number of ranking officers that will be needed for extra duty details.

Section 2. The City will attempt to provide five (5) days advance notice to the Union when such details become available. Notice of the detail opportunity shall be posted in a manner designated by the parties, and shall indicate the individual responsible for scheduling the detail opportunity. In the event that a YPA member calls off for a detail, the OIC is authorized to fill vacant detail opportunities with another YPRO member after an attempt to contact those YPA members on the call-out list has been made.

ARTICLE 52
VESTS

Section 1. The City will supply a bulletproof vest to each ranking officer prior to assignment, with a reimbursement rate of up to eight hundred fifty dollars (\$850.00). Officers must provide proper documentation in order to receive reimbursement.

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

ARTICLE 53
POLICE BADGE

Section 1. The City and the Union hereby agree that bargaining unit members who are on FMLA leave, sick leave, IOD leave or any approved leave of absence (except for those leaves involving other employment outside the Youngstown Police Department) shall be entitled to retain Police Department identification and police badge during that leave. Officers on a disciplinary suspension for less than twenty (20) days shall retain the right to keep such items.

ARTICLE 54
INDEX/DESK WORK

Section 1. Officers shall not be assigned to work desk or index positions (civilian clerk positions) that are performed by AFSCME bargaining unit members.

ARTICLE 55
TURN SUPERVISORS TRANSPORTATION

Section 1. Effective February 1, 1993, patrol cruisers will be used by the turn supervisors with take home privileges to turn supervisors who are City residents.

ARTICLE 56
EMPLOYEE PARKING

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

ARTICLE 57
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) week 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 it 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 58 **DELIVERY OF NOTICE**

Section 1. Any notice to be given under the contract shall be by certified mail. Notice to the union shall be mailed to the following address: Youngstown Police Ranking Officers Organization P.O. Box 6801 Youngstown, Ohio 44501-6801. If the Youngstown Police Ranking Officers Organization's address is changed, the new address shall be delivered in writing to the City Law Department.

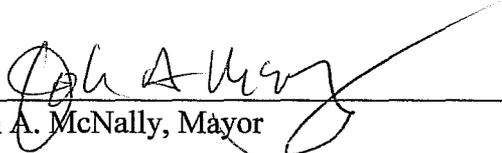
ARTICLE 59 **TERMINATION OF CONTRACT**

Section 1. This Contract shall be effective June 1, 2014, subject to ratification by both the Union membership and by City Council, and shall remain in effect through midnight December 31, 2016.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 7th day of July, 2015.

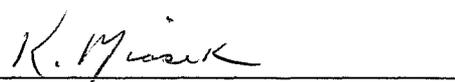
For the City of Youngstown



John A. McNally, Mayor



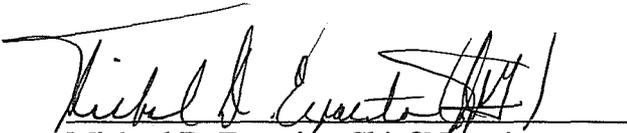
David Bozanich, Finance Director



Kyle Miasek, Deputy Finance Director

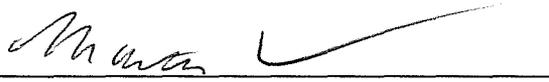


Martin Hume, Director of Law



Michael D. Esposito, Chief Negotiator

Approved as to Form:



Martin Hume, Director of Law

For the Union



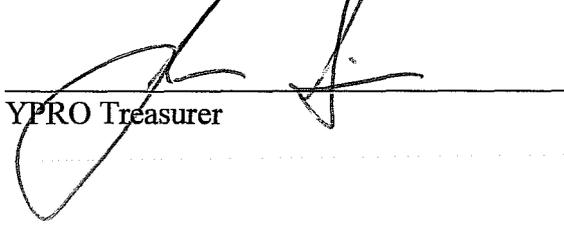
Captain Kevin Mercer, YPRO President



YPRO Vice-President



YPRO Secretary



YPRO Treasurer

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, 2007. Those employees currently members of the Youngstown Police Ranking Officers Union shall continue to have their prior public service counted for the purposes of vacation service credit. Thereafter, vacation service credit will be determined on the basis of full-time service with the City of Youngstown, in accordance with Article 43, Vacation, of the parties' collective bargaining agreement.

SIDE LETTER #2
SICK LEAVE TRANSFER

The parties agree that the language in Article 44, Sick Leave, that prohibits the transfer of sick leave earned with another public entity/agency to the City of Youngstown shall not affect any employee who is a member of the bargaining unit as of January 1, 2007. Those employees currently members of the Youngstown Police Ranking Officers Union shall continue to receive credit for sick leave that they have transferred with them when they began employment with the City. Thereafter, sick leave transfer will be in accordance with Article 44, Sick Leave, of the parties' collective bargaining agreement.

SIDE LETTER #3
LETTER OF UNDERSTANDING FOR HOLIDAY A/T TIME

This Letter of Understanding shall clarify the longstanding practice between the parties in their application of the language contained in Article 41, Section 4(B). Under this provision the rate at which A/T is earned on a holiday is listed as being double time and three quarters (2 3/4) for each hour worked. The parties acknowledge and agree that this rate of accumulation only applies to the eight (8) hour shift that bargaining unit members may be scheduled to work on a holiday. The rate is calculated by adding an employee's holiday pay (i.e., 8 hours) with the premium rate of pay for time worked on a holiday (i.e., time and three quarters (1 3/4)) that is paid for each hour worked. A/T time earned for working overtime is earned at the premium rate of pay for time worked on a holiday only.

SIDE LETTER #4
SHIFT DIFFERENTIAL

The parties agree that should the Youngstown Police Association (YPA) be able to achieve an increase in the amount of shift differential paid under the parties' Agreement, then that differential shall be applied to bargaining unit members upon the execution of the City of Youngstown/YPA Agreement. Upon the execution of the YPA Agreement, the parties agree that they shall make the necessary changes to the shift differential amounts in their Agreement, if necessary, and this side letter shall cease to have force and effect.

SIDE LETTER #5
ATTRITION BASED ABOLISHMENT

Section 1. This side letter addresses the parties' discussions regarding the possibility of the abolishment of positions within the police department as well as layoffs and reductions in force during the term of this agreement which runs from June 1, 2011, through May 31, 2014. This agreement deals exclusively with an attrition plan and not the size, composition, and manning in the police force which is preserved to the City of Youngstown. Any restrictions contained in this side letter shall expire and be removed from this Agreement on May 31, 2014.

Section 2. Attrition. The parties agree that from June 1, 2011, through May 31, 2014, reductions in force (i.e., layoffs or job abolishment) above the rank of patrolman in the Youngstown Police Department shall occur by attrition. During this time, any vacancy that occurs in a rank above patrolman within the Youngstown Police Department shall be deemed abolished by attrition upon the permanent departure of the incumbent. The City agrees to fill the affected positions in order to preserve the reappointment rights of affected individuals prior to the deemed abolishment of the position, pay the promoted individuals a single day of pay, and then demote the individuals back to their former position, as has been done previously. The parties specifically waive the provisions of O.R.C. 124.321 through 124.328, 124.37, and 124.44 with respect to the procedure in Section 2.

Section 3. Waiver of Attrition Only Abolishment. Should the City be placed in fiscal emergency from June 1, 2011, through May 31, 2014, the Employer may initiate a reduction in force (i.e., layoff or job abolishment) in the ranks above patrolman in the Youngstown Police Department under the provisions of Article 12, Reduction in Force and Recall and the limitations on the ability to conduct a reduction in force (i.e., layoff or job abolishment) contained in Section 2 shall not apply. Should this occur, the Employer agrees to notify the Union so that the parties can meet to discuss any potential ways in which expenditures can be reduced short of layoff or abolishment.

Section 4. Lieutenant/Captain Positions. The parties agree that from June 1, 2011, through May 31, 2014, abolishment of positions above the rank of patrolman in the Youngstown Police Department by attrition will not result in a circumstance where the rank of Captain and Lieutenant consists of less than five (5) individuals actually serving in the rank of Captain and eight (8) individuals serving in the rank of Lieutenant.

SIDE LETTER # 6
WAGE DIFFERENTIAL ADMINISTRATION

The parties agree that if YPA receives more than a one percent (1%) increase in 2016 wages, the City of Youngstown will adjust YPRO salaries contained in Appendix A for the year 2016 to maintain the 15% wage differential with such adjustment to be made on the date that YPA rates are adjusted.

SIDE LETTER # 7
WAGE SCHEDULE ADMINISTRATION

Section 1. Notwithstanding the provisions of Article 26, individuals that are members of the YPRO bargaining unit as of 12/1/2009 shall not be subject to the new step schedule contained in Article 26. For those individuals, upon receiving promotion to a higher classification, they shall be placed at the top rate for the applicable classification in the wage schedule attached to the parties' Agreement. Any individual that is not a member of the YPRO union on 12/1/2009, but has recall rights to the rank of sergeant, is not covered by the "grandfather" provisions of this side letter and shall be subject to the provisions of Article 26.

SIDE LETTER #8
BIDDING PROCEDURES

During the course of the Agreement, the parties agree, through the labor management procedure, to discuss issues concerning the bidding procedure adopted as part of this Agreement. In the event that the parties mutually agree to engage in bidding on a more frequent basis, the annual procedure contained in the parties' Agreement shall not preclude such action.

SIDE LETTER # 9
FISCAL OFFICER DUTIES

The Employer agrees that the fiscal duties associated with the police department shall, at the discretion of the Employer, either be performed by the individual occupying the position of Police Chief or assigned to personnel that are members of the Youngstown Police Ranking Officers (YPRO) bargaining unit.

APPENDIX A
WAGE SCHEDULE

Wage Rates for Bargaining Unit Members shall be as follows:

Effective June 1, 2014, through December 31, 2014

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Detective/Sergeant	Entry Rate	\$59,414.24	\$28.5645
Detective/Sergeant	After 1 year in Rank	\$60,352.35	\$29.0156
Detective/Sergeant	After 2 years in Rank	\$61,290.47	\$29.4666
Detective/Sergeant	After 3 years in Rank	\$62,541.30	\$30.0679

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Lieutenant	Entry Rate	\$68,326.37	\$32.8492
Lieutenant	After 1 yr in Rank	\$69,405.20	\$33.3679
Lieutenant	After 2 yrs. in Rank	\$70,484.04	\$33.8866
Lieutenant	After 3 yrs. in Rank	\$71,922.49	\$34.5781

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Captain	Entry Rate	\$78,575.32	\$37.7766
Captain	After 1 yr in Rank	\$79,815.98	\$38.3731
Captain	After 2 yrs. in Rank	\$81,056.64	\$38.9695
Captain	After 3 yrs. in Rank	\$82,710.86	\$39.7648

Effective January 1, 2015, through December 31, 2015 (2.5% increase)

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Detective/Sergeant	Entry Rate	\$60,908.51	\$29.2829
Detective/Sergeant	After 1 year in Rank	\$61,870.21	\$29.7453
Detective/Sergeant	After 2 years in Rank	\$62,831.93	\$30.2077
Detective/Sergeant	After 3 years in Rank	\$64,114.21	\$30.8241

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Lieutenant	Entry Rate	\$70,044.78	\$33.6754
Lieutenant	After 1 yr in Rank	\$71,150.74	\$34.2071
Lieutenant	After 2 yrs. in Rank	\$72,256.71	\$34.7388
Lieutenant	After 3 yrs. in Rank	\$73,731.34	\$35.4478

APPENDIX A
WAGE SCHEDULE (Continued)

Effective January 1, 2015, through December 31, 2015 (2.5% increase)

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Captain	Entry Rate	\$80,551.49	\$38.7267
Captain	After 1 yr in Rank	\$81,823.35	\$39.3381
Captain	After 2 yrs. in Rank	\$83,095.21	\$39.9496
Captain	After 3 yrs. in Rank	\$84,791.04	\$40.7649

Effective January 1, 2016, through December 31, 2016 (1.0% increase)

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Detective/Sergeant	Entry Rate	\$61,517.59	\$29.5758
Detective/Sergeant	After 1 year in Rank	\$62,488.91	\$30.0427
Detective/Sergeant	After 2 years in Rank	\$63,460.24	\$30.5097
Detective/Sergeant	After 3 years in Rank	\$64,755.36	\$31.1324

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Lieutenant	Entry Rate	\$70,745.23	\$34.0121
Lieutenant	After 1 yr in Rank	\$71,862.25	\$34.5492
Lieutenant	After 2 yrs. in Rank	\$72,979.28	\$35.0862
Lieutenant	After 3 yrs. in Rank	\$74,468.65	\$35.8022

<u>Classification</u>	<u>Years of Service</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
Captain	Entry Rate	\$81,357.00	\$39.1139
Captain	After 1 yr in Rank	\$82,641.59	\$39.7315
Captain	After 2 yrs. in Rank	\$83,926.17	\$40.3491
Captain	After 3 yrs. in Rank	\$85,638.95	\$41.1726

APPENDIX B
DRUG AND ALCOHOL TESTING

A. Purpose: Notice

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

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.
4. "Supervisor" means an employee assigned to a position having day-to-day responsibility for supervising subordinates or an employee responsible for commanding a work element.

APPENDIX B
(Continued)

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.
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

Reasonable Suspicion Testing

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

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

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.

APPENDIX B

(Continued)

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

Return to Duty Testing and Follow-up Testing

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

Alcohol Testing Procedures

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

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

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

An employee testing 0.04 or above shall be removed from duty for no less than twenty-four (24) hours. If an employee testing 0.04 or above was driven to a testing site by a supervisor, the supervisor shall drive the employee home after testing or the employee may choose to contact a family member or other individual to drive him/her home. If the employee drove himself/herself, the employee will remain at the test site until a supervisor arrives to drive the employee home. The employee shall be responsible to make arrangements for his/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) and phencyclidine (PCP), and such other controlled substances as warranted by statutory updates/societal changes. A "split sample" method of collection will be used. The primary specimen shall be subject to an instant testing method. The foregoing drugs test positive at the following thresholds:

**APPENDIX B
(Continued)**

<u>Drug Screening</u>	<u>Initial</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	200 ng/ml	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 (Continued)

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

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

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

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

Refusal to Test

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

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

Required Evaluation and Treatment

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

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

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

APPENDIX B
(Continued)

Discipline

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

Costs

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

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

APPENDIX C
IOD/WORKERS' COMPENSATION PROVIDERS

Note: The attached list represents the City's tentative list of approved providers for IOD. This list will be reviewed and finalized in January 2007. Thereafter, the list will be updated in July and January of each year.

For new claims during the interim period, physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration. Bargaining unit members with existing claims may remain with their respective physician of record (POR) for that claim.

IOD/WORKERS' COMPENSATION PROVIDERS

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
BETRAS, PETER T. DC	Chiropractor (DC)	2860 CANFIELD RD	YOUNGSTOWN	44511	(330)792-1118	
CRUM, MURPHY J. DC	Chiropractor (DC)	945 BOARDMAN-CANFIELD RD	BOARDMAN	44512	(330)726-8164	
GRANETO, JAMES J. DC	Chiropractor (DC)	7291 WEST BLVD	BOARDMAN	44512	(330)758-5119	
LYONS, MICHAEL C.	Chiropractor (DC)	1315 BOARDMAN-CANFIELD RD#3	BOARDMAN	44512	(330)726-7404	
RUSSO, DOMINIC A	Chiropractor (DC)	7067 TIFFANY BLVD	POLAND	44514		
YANKUSH, THOMAS P. D.C.	Chiropractor (DC)	725 BOARDMAN CANFIELD RD	BOARDMAN	44512-4380	9330	
BABINEC, JILL K., DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
BAJI, RAJESH, DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699	
CHUNG, KWANG H., DDS	Dentist (DDS)	2703 MAHONING AVE	YOUNGSTOWN	44509-2337	(216)793-5511	
DEMATTEO, BRIAN J., DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699	
HOVELL, JAMES R., DDS	Dentist (DDS)	361 W INDIANOLA AVE	YOUNGSTOWN	44511-2452	(440)788-6519	General Dentistry
JEREN, BRADLEY K., DDS	Dentist (DDS)	17991 MAHONING AVE	LAKE MILTON	44429-9501	(330)654-3253	
NALLURI, SARAT, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
PETRAKOS, FRANK, DDS	Dentist (DDS)	11695 MARKET ST	NORTH LIMA	44452-9769	(330)549-2800	
SNYDER, PHILLIP J., DDS	Dentist (DDS)	250 DEBARTOLO PL	BOARDMAN	44512-7004	(330)965-0000	
STYKA, DOUGLAS, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)745-7211	
TANEJA, RAJIV, DDS	Dentist (DDS)	5700 MARKET ST	YOUNGSTOWN	44512-2677	(330)783-0202	
WOJTKOWSKI, ANDREW M., D.M.D.	Dentist (DDS)	3768 BOARDMAN CANFIELD RD	CANFIELD	44406-9029	(330)702-1288	
ZAK, THADDEUS J., DDS	Dentist (DDS)	565 E MAIN ST STE 240	CANFIELD	44406-1599	(330)533-4991	
BEEGHLY IMMEDIATE CARE	Group Practice	6505 MARKET ST BLDG B	YOUNGSTOWN	44512-3458	(330)726-2130	
BONIFACE, RAYMOND S., MD, INC.	Group Practice	24 BOTSFORD ST	POLAND	44514-1755	(330)757-9274	
DEVITO, PETER M. M.D., INC.	Group Practice	550 PARMALIEE AVE STE 400	YOUNGSTOWN	44510-1602	(330)744-7017	
DEVITO, PETER M. MD., INC	Group Practice	7355 CALIFORNIA AVE	BOARDMAN	44512-5602	(330)744-7017	
DIORIO, W. S., INC.	Group Practice	2894 CENTER RD	POLAND	44514-2154	(330)757-9444	
DUFFETT, RAYMOND S., MD, INC	Group Practice	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(330)747-2700	
ELLIS, GEORGE G. JR., MD. INC	Group Practice	910 BOARDMAN CANFIELD RD	BOARDMAN	44512-4218	(330)965-0832	
GARCIA ARMAND M.D., INC.	Group Practice	25 MANOR HILL DR	CANFIELD	44406-1596	(330)702-1414	
GAETANO, H. ROBERT, OD	Group Practice	3155 CANFIELD RD	YOUNGSTOWN	44511-2880	(330)792-4923	
MENDEZ, CONSUELO A., M.D. INC.	Group Practice	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-0118	
MILADORE, MICHAEL J. M.D., INC.	Group Practice	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(330)747-2700	
NAGPAUL, AMARJEET S. M.D., INC.	Group Practice	755 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4300	(440)726-5500	
RICH, FRANK A. D.O., INC.	Group Practice	920 TRAILWOOD DR	YOUNGSTOWN	44512-5007	(330)758-8331	
SEVACHKO, GERALD S., MD INC	Group Practice	7422 SOUTHERN BLVD.	YOUNGSTOWN	44512-5629	(330)758-3937	

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
WORKMED	Group Practice	6426 MARKET ST	YOUNGSTOWN	44512-3434	(330)726-5454	
YOSSEF, SAYED MD INC	Group Practice	3304 STONES THROW AVE	POLAND	44514-4204	(330)707-1115	
ST ELIZABETH HEALTH CENTER	Hospital - General/Acute Care	8401 MARKET ST	YOUNGSTOWN	44512-6725	(330)729-2929	
ST ELIZABETH HEALTH CENTER	Hospital - General/Acute Care	6252 MAHONING AVE	YOUNGSTOWN	44515-2003	(330)792-7430	
ST ELIZABETH HEALTH CENTER	Hospital - General/Acute Care	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
SEBASTIAN, SAMUEL A., MD	Optician	2959 CANFIELD RD	YOUNGSTOWN	44511-2800	(330)792-7045	
DEPASCALE, BART V., OD	Optometrist (OD)	8110 MARKET ST	YOUNGSTOWN	44512-6243	(330)758-0900	
GABRIEL, DAVID E., OD	Optometrist (OD)	5600 MAHONING AVE	YOUNGSTOWN	44515-2317	(330)759-7672	
GAETANO, H. ROBERT, OD	Optometrist (OD)	3155 CANFIELD RD	YOUNGSTOWN	44511-2880	(330)758-4515	
GERBERRY, ROBERT J. O.D.	Optometrist (OD)	10 DUTTON DR	YOUNGSTOWN	44502-1818	(216)746-7691	
CONTI, DOMINIC F., DO	Physician (DO)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)656-5911	
DEHELLIS, ERNEST A DO	Physician (DO)	3002 STATE RT 5	CORTLAND			
HARTWIG, RANDALL J. DO	Physician (DO)	6505 MARKET STREET	BOARDMAN	44512-3457	(330)872-7900	
HOBBS, EDWARD M., JR., DO	Physician (DO)	4321 MAHONING AVE	AUSTINTOWN	44515-2721	(330)799-9745	
HOFFMAN, DAVID A DO	Physician (DO)	1220 BELMONT AVE	YOUNGSTOWN	44504-1102	(330)743-3644	
KATZ, ALLAN DO	Physician (DO)	905 SAHARA TR	POLAND	44514-3687	(330)726-0100	
MINOTTI, ARMAND L., DO	Physician (DO)	819 MCKAY CT	BOARDMAN	44512-5771	(330)726-7100	Family Practice
NOVAK, GLENN J. DO	Physician (DO)	51 WESTCHESTER DR	AUSTINTOWN	44515-3902	(330)799-1718	
RICH, FRANK A., DO	Physician (DO)	920 TRAILWOOD DR	YOUNGSTOWN	44512-5007	(330)758-8331	Family Practice
SHULTZ, MICHAEL W. D.O.	Physician (DO)	315 STRUTHERS LIBERTY RD	CAMPBELL	44405-1949	(330)750-1333	Family Practice
VARGO, JOHN DO	Physician (DO)	5400 NORQUEST BLVD	AUSTINTOWN	44515-1820	(330)799-8000	
VRABLE, ALEX J DO	Physician (DO)	5900 YOUNGSTOWN POLAND RD	YOUNGSTOWN	44514-1475	(330)757-0954	
ABOU-JAOUDE, SALIM S., MD	Physician (MD)	960 WINDHAM CT #1	BOARDMAN	44512-5087	(330)726-5673	Pulmonary Disease
ANSEVIN, CARL F., MD	Physician (MD)	7417 SOUTH AVE	BOARDMAN	44512-5789	(330)726-7900	
AROMATORIO, GEORGE J., MD	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-0100	Cardiovascular
BALLAS, STEVEN L., MD	Physician (MD)	250 DEBARTOLO PL	YOUNGSTOWN	44512-7004	(330)758-7703	
BECKER, JOHN R. JR., M.D.	Physician (MD)	550 PARMALIEE AVE STE 200	YOUNGSTOWN	44510-1602	(330)746-4001	Neurology
BINDRA, AKHIL P., MD	Physician (MD)	960 WINDHAM CT	YOUNGSTOWN	44512-5087	(330)726-3357	Pulmonary Disease
BITONTE, A. GARY M.D.	Physician (MD)	5395 BAY HILL DR	CANFIELD	44406-9010	(330)759-9119	Urology
BOLOTIN, TODD S. M.D.	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)656-5911	Emergency Medicine
BURLEY, MICHAEL W., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Cardiovascular
CUTTICA, ROBERT JOSEPH MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
DUFFETT, RAYMOND S., MD	Physician (MD)	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(216)747-2700	Orthopedic Surgery
EL-HAYEK, MOUNIR MD	Physician (MD)	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-0118	Internal Medicine
ELLIS, GEORGE JR. M.D.	Physician (MD)	910 BOARDMAN CANFIELD RD	BOARDMAN	44512-4218	(330)965-0832	
FINLEY-BELGRAD, ELIZABETH A. M.D.	Physician (MD)	831 SOUTHWESTERN RUN # 2	YOUNGSTOWN	44514-3688	(412)654-8855	Psychiatry
FRANCO, ALEJANDRO A., MD	Physician (MD)	540 PARMALEE AVE STE 510	YOUNGSTOWN	44510-1605	(330)744-2118	Thoracic Surgery
FRANGOPOULOS, MICHAEL A. M.D.	Physician (MD)	821 MCCARTNEY RD	YOUNGSTOWN	44505-5000	(330)743-4440	Family Practice
HADI, ANTONIUS SUSATYO, MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1000	(330)480-2333	Obstetrics/Gynecology
HAYEK, BENJAMIN M., MD	Physician (MD)	1005 BELMONT AVE UNIT 260	YOUNGSTOWN	44504-1014	(330)744-0221	Internal Medicine
HOUSTON, ROBERT R. M.D.	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-0100	Cardiovascular
HUNT, ROBERT E. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702		
HUSAIN, SADIQ SYED, MD	Physician (MD)	1001 BELMONT AVE	YOUNGSTOWN	44504-1003		
JAMISON, JAMES P. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	
JOLY, THOMAS J. MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818		
KACHMER, MICHAEL A MD	Physician (MD)	7010 SOUTH AVE STE 1	YOUNGSTOWN	44512-3603	(330)758-9751	
KELLEY, SUSAN G. MD	Physician (MD)	7067 TIFFANY BLVD STE 240	POLAND	44514-1981		
KENNEDY, DAVID M., MD	Physician (MD)	1300 BOARDMAN CANFIELD RD	BOARDMAN	44512-4074	(330)758-2121	
KERRIGAN, JAMES THOMAS MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
KHAN, MUHAMMAD I. MD	Physician (MD)	3610 MARKET STREET	YOUNGSTOWN	44507-2012		
KOHLI, CHANDER M. MD	Physician (MD)	540 PARMALEE AVE STE 310	YOUNGSTOWN	44510-1605	(330)747-1420	Anesthesiology
KOLLIPARA, ROOP K MD	Physician (MD)	540 PARMALEE AVE STE 410	YOUNGSTOWN	44510-1605	(330)747-6759	Allergy
KOLLIPARA, VENKATA SK	Physician (MD)	540 PARMALEE AVE	YOUNGSTOWN	44510-1716	(330)747-1106	Vascular Surgery
KOLLURI, GLENN IMMANUEL MD	Physician (MD)	1340 BELMONT AVE STE 2200	YOUNGSTOWN	44504-1131	(330)746-7400	
LATORRE, LOUIS D, MD	Physician (MD)	6505 MARKET STREET STE C111	YOUNGSTOWN	44512-3467	(330)965-2300	
LEE, ZAC Z. MD	Physician (MD)	8110 MARKET STREET	YOUNGSTOWN	44512-6243	(330)758-0900	
LEWIS, ROBERT D, MD	Physician (MD)	4139 BOARDMAN CANFIELD RD	CANFIELD	44406-9034	(330)533-6999	
MACAPINLAC, JOHN ARNEL T, MD	Physician (MD)	6505 MARKET STREET	BOARDMAN	44512-3457		
MAHNA, SATISH MD	Physician (MD)	5204 MAHONING AVE	AUSTINTOWN	44515-1808		
MANSOUR, WALEED NASR, MD	Physician (MD)	888 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4276		
MATTHEWS, MAUREEN M.D.	Physician (MD)	7087 W BLVD SQUARE 3	YOUNGSTOWN	44512-0000	(330)758-8183	Ophthalmology
MAZANEK, GREGORY J. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Cardiovascular
MCAULEY, CLYDE MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3907	General Surgery
MCELROY, JOHN B. M.D.	Physician (MD)	904 SAHARA TR	YOUNGSTOWN	44514-	(330)758-9787	Urology
MIKOLICH, JOHN R. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Internal Medicine

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
MIKOLICH, LYNN M. M.D.	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44501-	(330)480-3097	Physical Medicine/Rehab
MUSSELMAN, PAUL W. M.D.	Physician (MD)	904 SAHARA TRL	YOUNGSTOWN	44514-3667	(330)758-9787	Urology
NALLAPANENI, SUDHIR K MD	Physician (MD)	550 PARMALEE AVE STE 100	YOUNGSTOWN	44510-1602	(330)747-8611	
NICOLOFF, NICOLA B MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Internal Medicine
OH, KONG T., MD	Physician (MD)	8110 MARKET ST	YOUNGSTOWN	44512-6243	(330)758-0900	Ophthalmology
PAGANO, PAUL MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	
PARRIS, HERBERT A, MD	Physician (MD)	725 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4380	(330)629-2726	
PERRY, EARNEST MD	Physician (MD)	500 GYPSY LANE	YOUNGSTOWN	44501	(330)884-4250	
PROIA, NICHOLAS G MD	Physician (MD)	89 N MAIN STREET	POLAND	44514--1693	(330)707-5864	Pulmonary Disease
RAVI, BHARGAVA, MD	Physician (MD)	550 PARMALEE AVE STE 100	YOUNGSTOWN	44510-1602	(330)743-6270	
RAY, GLEN W MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1066	(330)656-5911	
RICCIARDI, SANTUCCIO M.D.	Physician (MD)	7067 TIFFANY BLVD STE 250	YOUNGSTOWN	44514-1993	(330)726-4500	
RICH, DAVID M.D.	Physician (MD)	2959 CANFIELD RD STE 8&9	YOUNGSTOWN	44511-2800	(330)797-0222	Family Practice
SAXENA, SAMIR MD	Physician (MD)	6426 MARKET ST	YOUNGSTOWN	44512-3434	(330)726-5454	Internal Medicine
SCHMETTERER, LAWRENCE I MD	Physician (MD)	550 PARMALEE AVE STE 300	YOUNGSTOWN	44510-1602	(330)743-3604	Cardiovascular
SCHWENDEMAN, LESLIE J. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
SCOTT, RONALD S MD	Physician (MD)	1053 BELMONT AVE	YOUNGSTOWN	44504-1007	(330)744-2149	Family Practice
SETHI, MANU MD	Physician (MD)	7525 CALIFORNIA AVE	BOARDMAN	44512-5623	(330)758-1954	
SEVACHKO, GERALD S MD	Physician (MD)	7422 SOUTHERN BLVD	YOUNGSTOWN	44512-5629	(330)758-3937	Ophthalmology
SHAER, JAMES A MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3990	Orthopedic Surgery
SIEGAL, JOEL D MD	Physician (MD)	540 PARMALEE AVE STE 310	YOUNGSTOWN	44510-1605	(330)747-1420	Neurological Surgery
SINGH, DIGVIJAY MD	Physician (MD)	550 PARMALEE AVE STE 210	YOUNGSTOWN	44510-1602	(330)743-5864	Internal Medicine
SINGH, KARAN DEEP MD	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-0100	
SINGH, PARDUMAN MD	Physician (MD)	126 YORK AVE	YOUNGSTOWN	44512-5615	(330)726-7816	Neurology
SORBORO, JOHN MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3351	Psychiatry
SOUNDARARAJAN, RAMESH MD	Physician (MD)	1340 BELMONT AVE ste 2300	YOUNGSTOWN	44504-1129	(330)746-1488	Nephrology
SPALDING, JANET MD	Physician (MD)	1053 BELMONT AVE	YOUNGSTOWN	44504-1007	(330)744-2149	Family Practice
SPIRTOS, GEORGE MD	Physician (MD)	7355 CALIFORNIA AVE	BOARDMAN	44512-5602	(330)726-0081	General Surgery
STEFEK, PAUL., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Cardiovascular
STEFKO, JOSEPH M., MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0577	Orthopedic Surgery
STOVER, JEFFREY T. M.D.	Physician (MD)	550 PARMALEE AVE	YOUNGSTOWN	44510-1602	(330)744-7017	
TOFIL, SCOTT B., MD	Physician (MD)	602 PARMALEE AVE STE 400	YOUNGSTOWN	44510-1653	(330)747-8611	
TOLIVER, JAMES E. JR., MD	Physician (MD)	1320 BELMONT AVE STE 1&3	YOUNGSTOWN	44504-1130	(330)744-0882	
VASSILAROS, LEONIDAS G MD	Physician (MD)	1340 BELMONT AVE STE 2300	YOUNGSTOWN	44504--1129	(330)746-1488	Nephrology
VASSOLAROS, MARIA	Physician (MD)	527 N MERIDIAN RD	YOUNGSTOWN	44509-1227	(330)797-0074	
WHITE, HOWARD D., MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)656-5911	Emergency Medicine

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
WILSON, KEITH A MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818	(330)746-7691	Ophthalmology
WOOD, ARTHUR P MD	Physician (MD)	7227 GLENWOOD AVE	YOUNGSTOWN	44512-4853	(330)629-2144	
WOODS, SUSAN M.D.	Physician (MD)	20 OHLTOWN RD	YOUNGSTOWN	44515-2331	(330)799-0210	Dermatology
YOON, PYONGSON D., MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)884-4570	Thoracic Surgery
YOUNG, GARY A. M.D.	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-3278	Cardiovascular
ARTERS, JOSEPH CANBY, DPM	Podiatrist (DPM)	1300 S CANFIELD NILES RD	AUSTINTOWN	44515-4081	(330)792-6519	
BAER, DAVID N., DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR # 2	CANFIELD	44406-9514	(330)332-4900	
BAK, EDWARD P. D.P.M.	Podiatrist (DPM)	6960 MARKET ST	YOUNGSTOWN	44512-4559	(440)758-3434	
BALMENTI, PHILLIP E., DPM	Podiatrist (DPM)	827 MCKAY CT	BOARDMAN	44512-5790	(440)758-1422	
BARRETT, JOHN E. D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
BEAUDIS, MICHAEL CRAIG MD	Podiatrist (DPM)	1265 BDMN CANFIELD RD	YOUNGSTOWN	44512-0000	(330)758-8808	
BLASKO, GREGORY A., DPM	Podiatrist (DPM)	3262 CENTER RD	POLAND	44514-2201	(330)385-2413	
BUCCILLI, THEODORE ANDREW, JR DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR	CANFIELD	44406-9514	(330)702-0707	
CARBONELL, CHRISTIAN P. DPM.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
CHIARO, JOHN R. JR., D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
CHUBA, VERN M., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660	
DALVIN, MITCHELL L., DPM	Podiatrist (DPM)	1749 S RACCOON RD	AUSTINTOWN	44515-4703	(300)799-3383	
DEBIEC, ROBERT D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
DIORIO, WILLIAM S. D.P.M.	Podiatrist (DPM)	2894 CENTER RD	POLAND	44514-2154	(330)757-9444	
EMCH, KENNETH J DPM	Podiatrist (DPM)	6505 MARKET ST	YOUNGSTOWN	44512-3457	(330)385-2413	
FLAUTO, JOHN A., D.P.M.	Podiatrist (DPM)	1300 S NILES CANFIELD #1	AUSTINTOWN	44515-	(330)792-6519	
FRANCISCO, JOSEPH JR., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
INNOCENZI, ANTHONY E. D.P.M.	Podiatrist (DPM)	5385 MARKET ST	BOARDMAN	44512-2246	(330)788-1178	
NEVILLE, LEAHA JANE DPM	Podiatrist (DPM)	819 MCKAY CT	BOARDMAN	44512-5713	(330)758-4335	
PETROLLA, ANGELO F., DPM	Podiatrist (DPM)	3507 CANFIELD RD STE 7	YOUNGSTOWN	44511-2859	(330)793-0566	
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	3507 CANFIELD RD #7	YOUNGSTOWN	44511-2859	(330)793-0566	
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	924 YOUNGSTOWN POLAND RD	STRUTHERS	44471-1305	(330)707-1360	
PODOLSKY, EUGENE D. D.P.M.	Podiatrist (DPM)	17674 MAHONING AVE	LAKE MILTON	44429-9582	(330)654-3339	
PODOLSKY, EUGENE D., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
PROMMERSBERGER, JAMES E. D.P.M.	Podiatrist (DPM)	940 WINDHAM CT STE 3	BOARDMAN	44512-5060	(330)726-3348	
PUSATERI, GENE J. D.P.M.	Podiatrist (DPM)	80 E MIDLOTHIAN BLVD	YOUNGSTOWN	44507-2019	(330)782-6113	
REYES, CARMELITA R., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660	
SMESKO, MARK S., D.P.M.	Podiatrist (DPM)	6505 MARKET ST STE 104	YOUNGSTOWN	44512-3457	(330)758-8808	
BREWSTER, ARLENE B PHD	Psychologist (PhD)	5500 MARKET ST STE 205	YOUNGSTOWN	44512-2624	(330)726-1613	
CLINESS, DAVID W. PHD	Psychologist (PhD)	3144 DENVER DR	POLAND	44512-3603	(330)726-2965	

Prov Name	Prov Type	Prac Address	Prac City	Prac Zip	Prac Phone	Spec Code 1
DIMARZIO, LYNN R PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965	
EDWARDS, JOHN R. PHY	Psychologist (PhD)	611 BELMONT AVE	YOUNGSTOWN	44502-1037	(330)744-2991	
ESPERON, JAMES P., PHD	Psychologist (PhD)	550 E MAIN ST	CANFIELD	44406-1580	(330)533-7671	
KIRACOFE, NANCY L PHD	Psychologist (PhD)	5500 MARKET ST STE 90	YOUNGSTOWN	44512-2616	(330)782-7701	
YODER, SUSAN K., PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965	

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
INSURANCE BENEFITS SCHEDULE

Your Summary of Benefits

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

Your Summary of Benefits

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

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

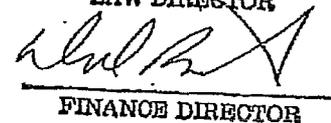
This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract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

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

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


MAYOR


LAW DIRECTOR


FINANCE DIRECTOR

APPENDIX F
DEPARTMENTAL AWARDS

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

APPENDIX F
(Continued)

- A. Award Symbol. Green color bar. Upon the third award of this honor, a bar of the same color will be given with a white stripe signifying the employee has three (3) awards of this type and will be worn in lieu of three bars.
 - B. Criteria. An award given to any employee(s) who has performed in an exemplary manner in any single incident or instance in which a high degree of initiative or police professional skill is involved. (For example, an outstanding arrest made as a result of officer initiated activity, not on a call for service. The criteria would be fulfilled if it was the case of an assigned investigation which, through exceptional skill or dedication, the case would be solved or an arrest made.)
 - C. Pay Award. Eight (8) hours of Accumulated Time to be taken as time off unless cashed in upon retirement.
3. Excellent Police Duty Award.
- A. Award Symbol. Blue and white color bar.
 - B. Criteria. An award given to any member who displays the following attributes:
 - 1. Continual, evident professional performance during the entire year of the award,
 - 2. Demonstrated competency in assigned duties.
 - 3. Must have performed in a manner worthy of recognition and demonstrate unusual dedication to duty. This award can be given once in a five (5)-year period to be awarded in the first quarter for the previous five (5) years service.
 - C. Pay Award. From eight (8) to twenty-four (24) hours of Accumulated Time to be taken off unless cashed in upon retirement.
4. Lifesaving Award.
- A. Award Symbol. White color bar. Upon the third award of this honor, a bar of the same color with a blue stripe will be given signifying the employee has three (3) awards of this type and will be worn in lieu of three bars.
 - B. Criteria. An award given to any employee(s) who performs any single act of heroism or exemplary initiative which results in the saving of the life of another human being. (To meet the criteria, the individual saved must have

APPENDIX F
(Continued)

been in a situation where the loss of their life was imminent or a realistic possibility.)

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

5. Award of Valor.

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

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

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

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

MEMORANDUM OF UNDERSTANDING
PROMOTIONAL EXAMINATION LIST EXTENSION

The parties acknowledge and agree that the Employer may deem a valid promotional list expired upon first appointing from it and request a new list, but may also elect to continue to appoint from a promotional list for a period of one (1) year after expiration/first appointment. Notwithstanding this, the parties agree that for all promotions among unit members (i.e. lieutenants and captains), the City shall have the ability to extend an expired list and utilize that list for a period of two (2) years from expiration. During that time, the City at any time may elect to offer a new promotional examination for subsequent promotional vacancies or continue using an expired list to fill vacancies after making the first appointment from the list for a period of two (2) years from which that first appointment is made.

The parties agree further, however, that those active promotional lists currently in effect, as of 12/12/2014, shall be used to fill vacancies in the applicable classifications for a period of two (2) years after the first appointment from the list was made, and the City agrees that it shall not deem such list expired prior to the expiration of the two (2) year period.