

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of:	:	
	:	
The Ohio Patrolmen's Benevolent Association, (Dispatchers),	:	09-MED-10-1254
	:	
and	:	FACT FINDING REPORT
	:	FINDINGS AND RECOMMENDATIONS
	:	
City of Youngstown	:	September 13, 2010
	:	

APPEARANCES

For the Union:

Daniel Leffler, Attorney
Miriam Maldonado, Union Representative
Natasha Saunders, Union Representative
Rose Freeman, Union Representative

For the City:

Sandy Conley, Attorney
Iris Guglucello, Director of Law
Kyle Miasek, Deputy Director of Finance

**Daniel G. Zeiser
Fact Finder
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I. BACKGROUND

The Fact Finder was selected by the parties and appointed by the State Employment Relations Board (SERB) on May 21, 2010, pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). They also agreed to extend the Fact Finder's deadline until September 13, 2010. The parties are the Ohio Patrolmen's Benevolent Association (Union or Association) and the City of Youngstown (Employer or City). The Union represents police officers, deputy sheriffs, and related units throughout Ohio. The City is the eighth largest city in Ohio, according to the 2000 Census, with a population of 82,026. Located in northeastern Ohio near the Pennsylvania border, it is the county seat of Mahoning County. Once a center of steel production, it has been steadily losing population for decades as the steel industry has experienced difficulties.

The bargaining unit consists of thirteen (13) full time dispatchers. The parties have had a collective bargaining relationship for some years. They met four (4) times to negotiate a collective bargaining agreement and reached tentative agreement on a number of issues. However, they were unable to agree on a number of major items.

II. THE HEARING

The fact-finding hearing was held on Thursday, August 19, 2010 at the offices of the Law Department at Youngstown City Hall. Each party provided a pre-hearing statement. The hearing began at 10:00 a.m and adjourned at approximately 1:30 p.m. The Fact Finder attempted mediation of the issues and was successful on some issues. However, the parties were unable to agree on all issues and requested the Fact Finder issue a report. The parties jointly introduced the following exhibit into evidence:

1. Agreement between the City of Youngstown and the Ohio Patrolmen's Benevolent Association (OPBA) (Dispatch Unit), Effective January 1, 2007 through December 31, 2009.

Additionally, the parties introduced the following exhibits into evidence:

1. Employer Submission at Fact Finding.
2. Union Submission at Fact Finding.
3. Current Collective Bargaining Agreement and Tentative Agreements.
4. Demographic Information.
5. Employer Opening Statement.

The issues remaining at impasse for the fact-finding included:

1. Discipline.
2. Hours of Work/Overtime (Double time for Sunday call-in).
3. Hours of Work/Overtime (Accumulated time for City Hall closure).
4. Wage Rates.
5. Insurance Benefits.
6. Longevity Pay.
7. Fitness Fee.
8. Holidays.
9. Sick Leave.
10. Duration.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05(K) and are:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Fact Finder hopes the discussion of the issues is sufficiently clear to the parties. Should either or both parties have any questions regarding this Report, the Fact Finder would be glad to meet with the parties to discuss any remaining questions.

III. ISSUES AND RECOMMENDATIONS

Introduction

As with many cities in Ohio, Youngstown has experienced a decrease in revenues in recent years. While it has a history of supporting organized labor and treating its employees favorably, the City contends that it is not in a position to grant increases. During negotiations, it offered to maintain the status quo on most issues, but requested greater employee participation in health care. In 2008, the City's general fund revenues were approximately \$41,800,000. They declined to approximately \$39,700,000 in 2009 and were projected at \$38,741,000 for 2010. Two million dollars of the projected \$38,741,000 was based upon a projected \$1,000,000 increase in income tax revenue and a projected \$1,000,000 from the sale of an asset. However, the City has seen no increase

in income tax revenues through July 2010 and the sale of the asset has not occurred. The City has taken various cost saving measures, including the layoff of approximately seven (7) members of an AFSCME bargaining unit in 2009, and a reduction of the overall workforce through attrition. Within the Police Department, personnel who have retired or otherwise separated have not been replaced.

Issue: Article 12, Discipline

Position of the City: The City seeks to increase the time that disciplinary records for drug and alcohol offenses can be considered in future disciplinary matters from twenty-four (24) months to ten (10) years. At the hearing, the City modified this to allow drug and alcohol offenses to be considered for five (5) years for discipline occurring prior to September 11, 2010 and for ten (10) years for discipline occurring on or after September 11, 2010.

Position of the Union: At the hearing, the Union proposed to allow discipline for drug and alcohol offenses to be considered for five (5) years.

Findings: The City recently negotiated the ten (10) year provision into its agreements with the Youngstown Police Ranking Officers unit and the Teamsters Local 377 unit. The City has had at least one (1) arbitration where it was prevented from using past drug and alcohol offenses. Due to the serious nature of drug and alcohol offenses, particularly in safety sensitive bargaining units, it seeks to be able to use such offenses for a longer period. The Union counters that its members do not carry guns and should not be compared to units that do. However, the unit is a safety sensitive unit required to conciliate under ORC 4117 and drug and alcohol offenses have more implications for such units.

Recommendation: The Fact Finder recommends the City's proposal. See attached Exhibit A for recommended Article 12 language.

Issue: Article 26, Hours of Work/Scheduling

Union Position: The Union proposes to allow each employee to initiate four (4) shift switches per month.

City Position: The City opposes any change.

Findings: At the hearing, the Union withdrew this proposal.

Recommendation: No change.

Issue: Article 27, Hours of Work/Overtime

Union Position: The Union seeks two (2) changes. First, employees called in to work additional hours are to be credited with a minimum of four (4) hours. Second, employees called in to work additional hours on a holiday are to be paid double time.

City Position: Delete the sentence of Section 7 that provides for double the regular hourly rate for Sunday or holiday time.

Findings: At the hearing, the parties agreed that employees called in to work additional hours on a weekday or Saturday are to be paid the regular hourly rate for a minimum of four (4) hours. Employees called in to work additional hours on a Sunday are to be paid one and three quarters the regular hourly rate of pay for a minimum of four (4) hours.

Recommendation: See Attached Exhibit A for recommended language of Article 27.

Issue: Article 29, Wage Rates

City Position: The City proposes adding two (2) additional wage rates to the current wage rates, an entry level of \$13.50 and a level of \$14.00 after one (1) year. The modification would not affect any current employees. The City also seeks to retain existing wage rates for calendar years 2010 and 2011 and proposes a wage reopener in November 2011 for calendar year 2012.

Union Position: The Union agreed to the \$14.00 wage rate, but not the \$13.50 rate. It also proposed a wage reopener effective November 1, 2010 and that employees hired prior to January 1, 2010 continue to progress on the wage scale contained in the expired collective bargaining agreement.

Findings: The City continues to experience revenue declines. It requests financial relief from its employees, particularly where current employees are not affected. For example, it recently agreed to several lesser introductory wage rates with its firefighters. This will cost the City less when it hires new firefighters while keeping current firefighters at current wage rates. Given that the dispatch unit here includes only thirteen (13) employees, there are limited steps that can be taken to give the City relief. However, cutting the entry level wage rates helps the City, keeps the current employees at their current wage rates, and avoids other possible cost cutting.

Recommendation: The City has established its need to cut expenses, particularly future expenses. The Fact Finder recommends adding the wage rates of \$13.50 for entry level and \$14.00 after one (1) year. Additionally, wage rates are to remain at current levels through calendar year 2011, but employees shall progress on the wage scale in effect in

the 2007-9 agreement. Finally, effective June 1, 2011, the Union may request to reopen negotiations for wages and other costs, except insurance contribution rates, for calendar year 2012, and the parties agree to a waiver of ORC 4117.14(G)(11). See Exhibit A for recommended language.

Issue; Article 30, Insurance Benefits

City Position: The City asks that employees increase their contributions toward health care costs to ten percent (10%) for all three (3) years of the Agreement, with monthly caps of

January 2010	-	\$80/month - single coverage \$150/month - family coverage (Rates in effect as of 11/1/09)
January 2011	-	\$90/month - single coverage \$180/month - family coverage
January 2012	-	\$100/month - single coverage \$200/month - family coverage

The City also proposes non-substantive revisions to the insurance language agreed to by other City bargaining units.

Union Position: No change.

Findings: At the hearing, the parties agreed to the ten percent (10%) contribution and caps of \$80/month for single coverage and \$150/month for family coverage through calendar year 2011. Beginning in 2012, the caps of \$100/month for single and \$200/month for family coverage will take effect.

Recommendation: See Exhibit A for recommended language. The recommended

changes to health insurance shall not result in any out of pocket costs to employees from January 1, 2010 to the date of this report.

Issue: Article 33, Longevity Pay

Union Position: The Union requests an increase in longevity pay from \$58.64 to \$65.00.

City Position: No increase in longevity.

Findings: The Union seeks an increase in this and other provisions to help offset cost increases of health insurance and provide some increase to the bargaining unit in lieu of wage freezes. The City submits that it has not agreed to any economic improvement with other bargaining units and is not in a position to do so with this unit. The City has proved its need for financial relief. Its revenues continue to drop and its projected revenues have not been met. The City's population continues to decline with attendant revenue implications. Its current tax rate is higher than similar size communities, so the likelihood of raising revenue is small.

Recommendation: No increase in longevity pay.

Issue: Article 34, Fitness Fee

Union Position: Increase the fee to \$166.00 per year.

City Position: No increase.

Findings: This is another area where the Union seeks some increase to offset other costs and the wage freeze. The City again asserts it is not in a position to increase the fee, no matter how small the increase or the unit. As noted above, the City has proved its need

for relief.

Recommendation: No increase.

Issue: Article 39, Holidays

Union Position: Change Section 2 language to reflect a one and three quarters premium rate for working holidays.

City Position: Maintain current language.

Findings: In conjunction with Article 27, Hours of Work/Overtime, the parties agreed to a premium rate of one and three quarters for working holidays.

Recommendation: See attached Exhibit A for recommended language to Article 39.

Issue: Article 41, Sick Leave

Union Position: Increase to \$159.00 per quarter.

City Position: No increase.

Findings: This is the third area where the Union seeks some increase. The same reasons apply here as noted in the longevity and fitness fee provisions.

Recommendation: No increase. A housekeeping change in language is necessary in Section 4. See Exhibit A.

Issue: Article 49, Duration

City Position: The City proposes that the Agreement become effective upon ratification and run for three (3) years from that date.

Union Position: The Agreement should be effective from January 1, 2010 through December 31, 2010.

Findings: At the hearing, the parties agreed that the Agreement would become effective September 11, 2010 and remain in effect through December 31, 2012.

The Fact Finder hereby incorporates into this report the tentative agreements reached by the parties during negotiations.

Dated: September 13, 2010

Daniel G. Zeiser

Daniel G. Zeiser
Fact Finder

EXHIBIT A

New language in bold italics.

ARTICLE 12 **DISCIPLINE**

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

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

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

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the contract. Progressive discipline shall take into account the

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nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights provided during investigations and discipline as provided for in this Contract.

Section 5. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, fined, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held no sooner than twenty-four (24) hours after notice is given, between management and the employee.

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

Section 6. Disciplinary Appeals/Failure to Appeal. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days, as defined by the grievance procedure, from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure. Working suspensions are considered a loss in pay.

Section 7. Settlement. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any

such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

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

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

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future discipline as follows:

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

ARTICLE 27 **HOURS OF WORK/OVERTIME**

Section 1. Overtime Defined. Overtime will be defined as hours worked in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours in a seven (7) day period.

Section 2. Shift Change Situations. Notwithstanding Section 1, a dispatcher who works sixteen (16) hours in a twenty-four (24)-hour period, due to a shift change, shall receive eight (8) hours of accumulated time in addition to his/her straight time pay. There shall be no duplication of premium payments.

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

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

Section 5. Equalization of Overtime. The present overtime call-out policy shall govern all overtime opportunities. The Employer shall maintain a rotating call-out list to assign overtime.

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Such list shall be posted for viewing by all employees. Where the Employer determines that overtime is necessary, it shall offer the opportunity to bargaining unit personnel prior to utilizing non-bargaining unit personnel. No non-bargaining unit employee will be permitted to fill in for bargaining unit employees for the purpose of eliminating any overtime opportunity for a bargaining unit employee. In the event that a bargaining unit employee does not accept the opportunity, the Employer shall fill the overtime according to its operational needs and in accordance with the call-out policy.

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

Section 7. Call-in Pay. A call-in occurs when the employee is required to report to work when not otherwise scheduled, and at a time that does not abut the beginning or ending of a regularly scheduled shift. Call-in pay does not apply when an employee already working remains over from the previous shift to work overtime. ***All employees called in to work additional hours on a weekday or Saturday shall be paid the regular hourly rate of pay for a minimum of four (4) hours. All employees called in to work additional hours on a Sunday shall be paid one and three quarters the regular hourly rate of pay for a minimum of four (4) hours.***

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

Section 9. Compensatory Time Usage. Employees must request to take compensatory time off in accordance with the procedures outlined in the Youngstown Police Department's General Orders Manual. No bargaining unit member shall be forced to use earned accumulated time. Holiday scheduling is not a means of forcing A.T usage. Accumulated compensatory time may be taken by the employee at the discretion of and with the approval of the Chief of Police. Accumulated compensatory time shall in no event unduly disrupt scheduling or maintaining operations but the generation of overtime pay shall not be considered an unduly disruptive event.

Section 10. Compensatory Time Conversion. ~~Beginning January 1, 2006, An~~ employee may liquidate fifteen (15) hours of AT per year. Such requests for liquidation must be made in writing by the employee no later than December 1 of the year prior to liquidation. The liquidated hours will be paid out in July of each year at the hourly rate of the time of liquidation.

Section 11. City Hall Closure. Bargaining unit members that are required to work on a day where City Hall closes shall receive six (6) hours of accumulated time.

**ARTICLE 29
WAGE RATES**

Section 1. Wages. For the duration of the agreement, wages shall be based upon a ~~three (3)~~ **six (6)** tier wage scale as shown in Appendix A. ~~Effective January 1, 2007, bargaining unit members will receive a three percent (3.0%) general wage increase. Effective January 1, 2008, bargaining unit members will receive a four and one-half percent (4.5%) general wage increase. Effective January 1, 2009, bargaining unit members will receive a three percent (3.0%) general wage increase.~~

Notwithstanding the above, an employee hired prior to January 1, 2010 shall advance on the wage schedule consistent with the levels and rates in effect under the 2007-2009 Agreement until they reach the top level.

The wage rates for bargaining unit members shall remain unchanged from January 1, 2010, through December 31, 2011. Effective June 1, 2011, the Union may file to re-open negotiations. The re-opener shall be limited to wages and other matters having cost implications to the Employer, except for insurance contribution rates, and the parties agree to a waiver of 4117.14 (G) (11) with respect to the re-opener for calendar year 2012.

**APPENDIX A
WAGE SCHEDULE**

<u>Classification</u>	<u>Service</u>	<u>1/1/2009</u>
Public Service Emergency Dispatch Technician (Full & Part-Time)	Entry	\$13.50
	After 1 Year	\$14.00
	After 2 Years	\$14.6807
	After 3 Years	\$15.3340
	After 4 Years	\$16.1964
	After 5 Years	\$17.0387

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ARTICLE 30
INSURANCE BENEFITS

Section 1. Medical and Hospitalization Insurance. The City of Youngstown shall continue to provide each bargaining unit employee and his family ~~Anthem Blue Cross PPO (or a comparable health care coverage and benefits plan)~~ **the same** medical, hospitalization, and prescription insurance coverages and benefits **as provided to other City employees/bargaining units.** ~~per the summary of coverages and benefits attached hereto as Appendix E. All employee benefits and coverages, deductible amounts, expenses and costs under such plan shall remain unchanged for the duration of the collective bargaining agreement. The premium shall be paid by the City except as stated herein.~~

A comparable coverage and benefits plan shall be defined as a plan that provides all the benefits and coverages without increasing employee co-pays, deductible amounts and/or expenses and costs.

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

Section 3. Life/ADD Insurance. The City agrees to continue **provide** the program of life **and** accidental death and dismemberment insurance ~~now in force except that it will be entirely funded and administered by the City. Its value will be~~ **in the amount of** twenty thousand dollars (\$20,000).

Section 4. Insurance Waiver. Effective September 1, 2008, if any employee elects to refuse the coverage provided in Section 1, then the employee shall be paid the premium saved by the City, not to exceed one hundred sixty-two dollars and eighty-six cents (\$162.86) per month payable in biweekly increments. Such election is contingent upon the employee documenting the existence of health care coverage and executing a waiver of the City's group plan and further waiving any action for damages or reimbursement resulting from such election.

Section 5. Employee Contributions. ~~Effective June 1, 2007, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed thirty-five dollars (\$35.00) per month for single and seventy-five dollars (\$75.00) per month for families. Any percentage exceeding the thirty-five dollars (\$35.00) or seventy-five dollars (\$75.00) contribution, as applicable, shall be paid entirely by the City.~~

~~Effective January 1, 2008, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed sixty-five dollars (\$65.00) per month for single and one hundred fifteen dollars (\$115.00) per month for families. Any percentage exceeding the sixty-five dollars (\$65.00) or one hundred fifteen dollars (\$115.00) contribution, as applicable, shall be paid entirely by the City.~~

Effective January 1, 2009 **2010**, 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, 2012, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage; however, employee contributions shall not exceed one hundred dollars (\$100.00) per month for single and two hundred dollars (\$200.00) per month for families.

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

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

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

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

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**ARTICLE 39
HOLIDAYS**

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

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

Section 2. Pay Rate. The employee who works any of the foregoing should receive his or her normal straight time pay for each hour worked with premium time of ***one and three-quarters (1.75)*** for each hour worked. Premium time may be taken as a cash payment paid with the normal payroll or in compensatory time off.

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

Section 4. Holiday Pay Eligibility. In order to be eligible to receive holiday pay under Section 1, an employee must work his regularly scheduled shift before, the day of, and after the holiday. An employee on vacation or other approved leave during these times shall not lose eligibility for holiday pay.

Section 5. Holidays During Vacation. When a recognized holiday falls on a day where the employee is on a scheduled vacation, the employee will receive holiday pay for that day and not be charged vacation.

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

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

ARTICLE 41
SICK LEAVE

Section 1. Accrual. *Current Contract Language*

Section 2. Rate of Pay. *Current Contract Language*

Section 3. Documentation. *Current Contract Language*

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

Section 5. Usage. *Current Contract Language*

Section 6. Charging of Sick Leave. *Current Contract Language*

Section 7. Notification. *Current Contract Language*

Section 8. Minimum Balance Requirement. *Current Contract Language*

Section 9. Patterned Absence/Abuse. *Current Contract Language*

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

First Quarter - January-March	\$154.12
Second Quarter - April-June	\$154.12
Third Quarter - July-September	\$154.12
Fourth Quarter - October-November	\$154.12

The minimum hours requirement for the bonus shall not apply to employees in their first and second year. The cash bonus for non-use of sick leave is not proratable under any circumstances. The payment for non-use of sick leave will be made at the end of November or early December in the calendar year in which earned. Payment is based on the previously completed four (4) quarters (i.e., fourth quarter of the prior year and first three (3) quarters of current year).

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**ARTICLE 49
DURATION**

This Agreement shall become effective at ~~12:01 a.m. on January 1, 2007~~ **September 11, 2011** and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, **2012** ~~2009~~.

All other Articles and Side Letters of the prior Agreement (January 1, 2007 through December 31, 2009) remain unchanged except for those tentatively agreed to prior to fact finding as follows:

Departmental Awards: MOU (as tentatively agreed 07/26/10)

Article 31 PENSION PICKUP (as tentatively agreed 07/26/10)

Article 32 SHIFT DIFFERENTIAL (as tentatively agreed 03/25/10)

Article 35 UNIFORM ALLOWANCE (as tentatively agreed 07/26/10)

Article 42 INJURY LEAVE (as tentatively agreed 03/25/10)

**NEW ARTICLE NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS
(as tentatively agreed 07/26/10)**