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**AGREEMENT BETWEEN THE  
CITY OF YOUNGSTOWN  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES (AFSCME)  
OHIO COUNCIL 8, LOCAL 2312**

**Effective Upon Ratification by Both Parties Through**

**June 30, 2014**

**SERB Case # 2011-MED-03-0268**

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## PREAMBLE/PURPOSE

**Section 1. Parties.** This contract is between the City of Youngstown (hereinafter referred to as the “City”) and the Youngstown City Professional, Technical and Clerical Employees, Local 2312, AFSCME. The Union will hereinafter be referred to interchangeably as the “Union” or “AFSCME.”

**Section 2. Purpose.** The purpose of the City and 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 of settlement of alleged grievances.

It is the intent of the parties to promote orderly and peaceful relations with the included employees to insure uninterrupted operation of City services and to achieve the highest levels of employee performance consistent with safety, good health, and sustained effort.

## ARTICLE 1 RECOGNITION

**Section 1. Included.** The City recognizes Local 2312 and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and its designated agents or representatives, as the sole and exclusive bargaining agent for those employees of the City who work in classifications listed in Appendix B with respect to wages, hours of work, and other conditions of employment.

**Section 2. Excluded.** All fiduciary, management, confidential, professional, supervisory, intermittent, temporary, seasonal, probationary, and employees in the unclassified service in the following departments and not specifically listed in Appendix B shall not be included in the bargaining unit:

City Parks	Health District
Civil Service	Law Department
Community Development Agency	Mayor’s Office
Finance	Planning Department
Fire Department	Police Department
	Public Works Department

Those persons excluded are prohibited from personally engaging in any collective bargaining procedures or grievance procedures under this contract save and except as members of management. Part-time laborers in the City Parks Department are not addressed within this agreement.

**Section 3. Public Works Department.** The Public Works Department includes all employees employed in the Department of Public Works units which include Building and Grounds, Building and Housing, Engineering, Traffic Signal/Sign, Demolition, and Litter Control.

## ARTICLE 2 SCOPE OF CONTRACT/MID-TERM BARGAINING

**Section 1. Total Agreement.** This contract, unless expressly stated to the contrary, it is mutually

agreed, supersedes and cancels all other written contracts, with the exception of work rules or local working conditions established by the respective department; and together with any letter(s) of understanding executed concurrently or subsequent to the signing of this contract, constitutes the complete and entire understanding and agreement between the parties, the City and the Union, 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 this contract each had the unlimited right and opportunity to make its demands and proposals with respect to any subject 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, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this contract.

**Section 2. Mid-Term Bargaining.** If the City is contemplating any changes that would effect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the City, prior to making such change, shall inform the Union of the proposed change and negotiate to impasse with the Union over the proposed change. If the parties are unable to reach agreement, the City may execute a notice to negotiate over the issue, in accordance with O.R.C. 4117.

### **ARTICLE 3**

#### **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the Civil Service Laws contained in Chapter 9.44 or 124.01 through 124.56 of the Ohio Revised Code (ORC), nor any local ordinance of the City of Youngstown or Rules and Regulations of the Civil Service Commission of the City of Youngstown, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where the general or specific matter has been addressed by this agreement.

**Section 2.** 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, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City, as may be applicable. Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**Section 3.** In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

**Contract Article**

**Statute/Regulation Preempted (All Statutory  
References include Corresponding MCSC Rules)**

Article 10 Discipline	ORC 124.34
Article 11 Grievance Procedure	ORC 124.34
Article 12 Reduction in Force and Recall	ORC 124.321-124.328
Article 14 Seniority	ORC 124.321-124.328; ORC 9.44
Article 15 Probationary Periods	ORC 124.27
Article 16 Promotions	ORC 124.06; 124.271; ORC 124.31
Article 18 Temporary Transfers/Vacancies	ORC 124.06; 124.271
Article 21 Hours of Work/Overtime	ORC 4111.03
Article 34 Retirement and Severance	ORC 124.39
Article 38 Holidays	ORC 325.19
Article 39 Vacation	ORC 9.44; ORC 325.19
Article 40 Sick Leave	ORC 124.38; ORC 124.39

**ARTICLE 4  
MANAGEMENT RIGHTS**

**Section 1.** Unless the City agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of the City to:

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for proper cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The determination of just cause is exclusively subject to this contract's grievance procedure.

**ARTICLE 5**  
**UNION MEMBERSHIP, DUES DEDUCTION, AND FAIR SHARE FEES**

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

**Section 2. Dues Check Off.** The City will deduct monthly dues, assessments and initiation fees each as designated by the Local or Council Union Officer who is so empowered. This is to include uniformly required membership dues and assessments of the Union. The deductions are to be made on the basis of the individually signed authorization check off cards. The individual Union shall defend and indemnify the City against any claims or demands against it arising out of this deduction.

**Section 3. Fair Share Fees.** 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 Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

**Section 4. Fair Share Fee Deduction Procedure.** All employees in the bargaining unit, who, sixty (60) days after date of hire are not members in good standing of the Union, shall pay a fair share fee to 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 fair share fee amount shall be certified to the City by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. 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. The Union will notify all members of the bargaining unit of its internal rebate procedure which shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

**Section 5.** The Union dues and fair share fee deductions are to be forwarded to the AFSCME Controller, Louise Arce, Ohio Council 8, 6800 North High Street, Worthington, Ohio, 43085-2512.

**ARTICLE 6**  
**NON-DISCRIMINATION**

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

The parties recognize that section 1 does not preclude an employee from pursuing claims of discrimination through procedures outside of this Agreement.

**Section 2. Union Membership/Affiliation.** There shall be no intimidation or coercion of employees into joining a Union or continuing their membership therein. There shall be no discrimination, restraint, coercion against, or interference with the rights of any employee because of membership or non-membership in the Union.

**Section 3. Gender Neutral Clause.** All references to employees in this Labor Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

## **ARTICLE 7 UNION ACTIVITY**

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

## **ARTICLE 8 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 employees shall participate in any such activities.

**Section 2.** There shall be no lockouts.

## **ARTICLE 9 WORK RULES**

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

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

**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.

## **ARTICLE 10 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 will take disciplinary action against any employee in the bargaining unit within sixty (60) days of the appointing authority's knowledge of an alleged infraction, unless held in abeyance by written notice from the Employer of a need for further investigation or pending criminal charges.

**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 cases where the employee is found guilty of serious misconduct (including, but not limited to, criminal misconduct, fighting, substance abuse on the job, theft, discriminatory harassment and unauthorized use of City equipment), discipline shall be applied in a corrective and progressive manner.

The progressive discipline procedure may include:

1. Oral reprimand to be documented in employee file;
2. Written reprimand;
3. One or more day(s) suspension;
4. Termination

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's overall record of conduct.

Copies of all disciplinary actions shall be sent to the Union President and the employee and a copy shall be placed in the employee's personnel file.

Disciplinary actions involving a reduction in pay, position, or termination are subject to the grievance and arbitration provisions herein. Oral and written reprimands may be appealed through the grievance procedure, but are not subject to the arbitration procedure. Working suspensions are considered a loss in pay.

**Section 4. Predisciplinary Conference.** Should the alleged offense be of such serious importance as to warrant an employee's immediate discipline, the employee shall be suspended without pay until such time as a predisciplinary conference is scheduled.

**Section 5.** In the event of a suspension of an employee without pay (as outlined in Section 4 above), the employee shall have the right to have his Union president present. The employee shall be permitted to discuss the suspension with the representative in a private area made available by the Employer before he/she is required to leave the premises. An employee who is suspended without pay shall be given written notice of the suspension stating the reasons for such action. A copy of this notice shall be sent to the Union President

**Section 6.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the

matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within seventy-two (72) hours, between management and the employee. At any time prior to the predisciplinary conference, the employee may elect to waive, in writing, the opportunity to respond to the charge(s) against him.

The employee may be accompanied by a Union 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, and the Employer shall provide the employee written notice indicating the reasons for discipline.

**Section 7.** If, after a disciplinary conference is held for an employee who has been placed on suspension as outlined above, the initial suspension is found to be excessive or without just cause, the employee shall receive the appropriate amount of back pay and benefits.

**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 other intervening discipline, according to the following schedule:

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

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

**Section 9. Expired Disciplinary Records.** The parties agree that records of discipline that are no longer active, according to the schedule set forth above, shall be deemed "inactive" for purposes of progressive discipline. Inactive disciplinary records shall not be used in evaluating the level of discipline to be issued to bargaining unit members, but may be used for purposes of notice.

## **ARTICLE 11**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

**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 a provision(s) of this Agreement.

**Section 2. Designated Representatives.** The Union shall certify to the Mayor/designee those persons authorized by the Union to process grievances (i.e., stewards, officers, etc.). The City shall not be required to engage in the grievance procedures herein if the Union is represented by someone other than a properly authorized and certified representative. The Local Union Representative or an

appointed Union representative/steward shall be relieved from duty without loss of pay for the purposes of attending grievance meetings scheduled by the City during normal work hours.

**Section 3. Procedure Generally.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the City prior to the filing or starting of the grievance.

Where an employee/Union elects to file a grievance, all grievances shall be processed on forms which appear in Appendix A of this contract. A grievance can be started by the Union Representative starting at Step 1. Grievances must be started within fourteen (14) calendar days following the occurrence that initiated the dispute, and all grievances must be filed and processed at each step of the procedure to be valid. Calendar days in this article do not include holidays as agreed to in Article 39, Section 1.

**Section 4. Group Grievances.** In the event a number of employees, three (3) or more, are affected similarly by an action of the City, the Union may file a class action grievance at Step 2 of the grievance procedure. The Union retains the right to file a policy grievance if it is alleged that an article of the contract is being violated by the City.

**Section 5. Procedure.**

**Step 1. Department Head/Designee.** Within fourteen (14) calendar days of the date of the event on which the grievance is based, the employee or Union may file a grievance with the head of the department or his authorized representative. A copy of the grievance shall be forwarded to the Union president by the City.

If the grievance is timely presented to the head of the department or his representative, a meeting with the grievant, a Union representative, and the department head shall be arranged within fourteen (14) calendar days to consider and discuss the dispute. The grievant can elect to be accompanied by a Union representative. Within seven (7) calendar days following the meeting, the department head/designee shall render a written decision on the grievance.

If the Union is not satisfied with the decision of the department head/designee, within fourteen (14) calendar days of the decision, the Union may process the grievance to Step 2. All documents to be considered in Step 2 must be dated, signed by the employee and the Union, and presented to the Mayor/Designee in the Law Department prior to the step 2 meeting.

**Step 2. Mayor/Designee.** Upon receipt of the Step 1 appeal, the Mayor's designee shall then either grant the remedy requested by the employee, deny the grievance, or hold a meeting to evaluate the grievance. If a meeting is held, the grievant shall be present and may choose to be represented by the Union. In any event, the Union president or designated steward and the Union staff representative shall have the right to be present. If a meeting is held within seven (7) calendar days of this meeting, the City's representative shall issue a written decision and transmit a copy of same to the Union and the affected employee.

**Mediation Step.** Either the Union or the City may request that a grievance be referred to mediation through the Federal Mediation and Conciliation Service (FMCS). Such request must be submitted to the other party within ten (10) working days of the Step 2 decision. Upon receipt of such notice,

the receiving party may accept or decline mediation within five (5) working days. If accepted, the time limits of the grievance procedure will be suspended until mediation of the grievance is concluded. The grievance time limits shall begin upon conclusion of the mediation session if no resolution is obtained. Guidelines for mediation if mutually agreed to shall include:

- A. The grievance mediation process is informal and the rules of evidence do not apply. No record or stenographic or tape recording of the meetings will be made.
- B. Either party may determine to exit the grievance mediation process at any time.

**Step 3. Arbitration.** Within thirty (30) calendar days after the receipt of the decision of the City's representative at Step 2, or within thirty (30) calendar days from the date the City's representative should have rendered a decision, the grievance may be appealed to arbitration. This appeal to arbitration is conditioned on the signed approval of the appeal by the appropriate representative of the Union.

**Section 6. Selection of the Arbitrator.** Within ten (10) 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 Union shall submit a joint request for a list of nine (9) Ohio based, 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. Either party may reject one (1) list in its entirety and request another list. The party rejecting the list shall bear the cost of obtaining a new list.

**Section 7. Hearing Procedure.** If the question of the substantive arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator says the grievance is arbitrable, he or she then shall proceed to conduct a hearing on the merits.

**Section 8. Hearing Fees/Costs/Facilities.** The City shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be equally borne by the City and the Union. The arbitrator's fees and other expenses shall be borne by the loser of the arbitration; except that if the arbitrator renders a split decision, the arbitrator's fees and other expenses will be shared equally by the parties. The cost associated with the appearance of witnesses, 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.

**Section 9. Decision/Restrictions on the Arbitrator.** The arbitrator's decision shall be binding upon the City, the Union and the grievant, subject to the provisions of the Ohio Revised Code. 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 agreement or to rule on any matter except when this agreement 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 clearly required by an express provision of this agreement.
- C. All findings and decisions for back pay shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation or worker's compensation for lost wages that he may have received during the period in question and less any wages or salaries earned from other sources during that period.

**Section 10. Arbitration Timelines.** All grievances shall be submitted to FMCS within thirty (30) calendar days of the grievance being submitted for arbitration or the grievance will be considered untimely. An arbitrator does not have the authority to render a decision on a grievance that does not conform to the parties negotiated time limitations.

**Section 11. Grievance Time Limits and Forfeitures.** If the deadline for acting within the grievance procedure falls on a non-business day, the applicable timeline shall be extended to the next business day.

If the grievant or the Union fails to advance a grievance to the next step within the time limitations provided in this article, the decision by the City's representatives at the previous step shall then be conclusive.

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. Where a grievance is resolved based on failure to appeal the matter to the next step, the resolution shall not be considered to set precedent for future grievance over the same issue.

Time limits established by this article may be extended by mutual agreement of the parties. An arbitrator does not have the authority to render a decision on a grievance that does not conform to the parties negotiated time limitations.

**Section 12. Grievance Documents/Copies.** In all steps of the above grievance procedure, the Union shall be required to prepare the copies of the grievance. The City shall be required to acknowledge receipt and provide copies acknowledging receipt to the Union.

## **ARTICLE 12** **LAYOFF AND RECALL**

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

**Section 2. Notice.** Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. Such notification shall include the reasons behind the Employer's decision to initiate the layoff, abolishment, or reorganization.

**Section 3. Procedure.** When the City determines a reduction in the working force is necessary, employees shall be laid off, within the affected classification and employment status on the basis of total seniority within the affected classification within their department. Part-time, temporary, intermittent, and seasonal employees will be laid off prior to full time employees. However, if at any time following the completion of the layoff process it is determined that part-time employees are needed, full-time employees within the affected classification(s) will be offered recall to the part-time position without losing status on the full-time recall list. If the full-time employee(s) declines, part-time employees in the affected classification(s) will be recalled.

An employee who is laid off shall be able to bump another employee with less total seniority in an equal or lower rated classification within the same classification series within the same department, or into an equal (same minimum rate of pay) or lower classification within the same department. An employee must notify the Employer, in writing, within three (3) working days of the notice of layoff of the desire to bump and the classification(s) desired. Any employee bumping will bump the least senior employee in the affected classification. An employee bumping within his department must have documented work experience/education and any required licensure/certification necessary for the position and must have the ability to perform the job into which he bumps. An employee will be given ten (10) working days to demonstrate this ability to perform the job.

If an employee is not able to bump within the same department, she may exercise bumping rights into a classification within another department provided she held the position in that department prior to the date of notice of layoff and has any required licensure/certification for the position, or has the documented work experience/education and any required licensure/certification necessary for the position. The ability to bump outside of the department, however, under this article is conditioned upon the employee having the immediate ability to perform the job.

It is understood that an employee cannot bump up into a higher rated classification. Failure of an employee to exercise bumping rights shall constitute a waiver of those rights. Any employee who is bumped out of a classification shall have the same right to exercise his seniority in the above-prescribed procedure.

**Section 4. Identical Seniority Dates.** In the event employees have the same total seniority date, the following tie breakers will be used:

- A. Civil service test scores;
- B. Sign-up number on test application list;
- C. In the event all tied employees do not have a civil service test score and a test application number, alphabetical order will then apply;
- D. Actual regular hours worked in part-time status.

**Section 5. Effects Bargaining/Alternative Discussions.** Upon request of the Union, the City and Union will meet prior to the effective date of any reduction to discuss the effects of the reduction on

bargaining unit members and to explore any alternatives that may be available to a reduction in force.

**Section 6. Vacation Payout Request.** In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible.

**Section 7. Police Clerk Classifications.** For the purpose of layoff, the classifications of Police Clerk 1 and 4 will be considered one classification and employees will be laid off from or bumped out of this classification on the basis of their City-wide seniority. Any employee bumping into this classification will be paid at the rate of Police Clerk 1 until such time as that employee has an aggregate of eighteen (18) months as a Police Clerk 1 at which time the employee will be raised in pay to Police Clerk 4. The eighteen (18) month requirement will apply to those who have bid into the classification of Police Clerk. Moreover, all employees must serve a total of eighteen (18) months as a Police Clerk 1 before being automatically raised in pay to Police Clerk 4.

**Section 8. Pay Grades within Classifications.** For purposes of bumping, an employee that bumps into a lower classification within the applicable classification series or another classification shall be placed at the appropriate time based pay step, if applicable, within the classification that he bumps into. This means that an employee having no service within the classification will be placed at the entry level step and an employee with prior service will be placed at the applicable step equivalent to the prior service. Thereafter, he will receive step based increases, where applicable, in accordance with the amount of time that he is required to serve in that classification's step system prior to receiving an increase.

**Section 9. Recall.** The City shall recall employees from layoff by classification. A bargaining unit member laid off under this article shall remain on the layoff list according to the following schedule:

<u>Years of City Service</u>	<u>Recall Period</u>
0 but less than one (1) year	Length of service at layoff
One (1) year but less than ten (10) years	One (1) year
Ten (10) years but less than twenty (20) years	Two (2) years
Twenty (20) or more years	Three (3) years

When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off. Employees transferred to other positions as a result of layoffs shall have a preferred right to return to their former position. Employees shall be given seven (7) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights.

## **ARTICLE 13**

### **UNION REPRESENTATION**

**Section 1. Access to Employer Facilities.** The City agrees that one previously identified non-

employee officer or representative of the Union shall be permitted to enter the City's facilities and sites during working hours. Such visitation shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of the employee except to the extent authorized in advance by the City. Such individual shall give as much advance notice as possible of his intent to visit City facilities and sites.

**Section 2. Stewards.** Stewards, during normal working hours, after reporting to and receiving approval from their immediate supervisors, shall be permitted to investigate, present and process grievances on the premises of the City without loss of pay. The Union shall furnish the City with a written list of stewards and the department or unit to which each steward is assigned and shall notify the City in writing of any changes. The Union may appoint individuals who shall act as stewards when the regular steward is absent from work or otherwise unavailable and shall provide the names of those individuals to the City.

**Section 3. Union Leave.** The President and Vice-President of Local 2312 shall be authorized up to five (5) days of authorized leave per year for the purpose of Union educational classes. The Union shall reimburse the City at the individual's current rate of pay for such leave usage. This reimbursement shall maintain the benefit levels of all individuals who use the leave in this manner

**Section 4. Union Bulletin Boards.** Space for Union bulletin boards shall be provided in each department of the City. These departments are as follows: Police Department, Fire Department, City Hall, City Hall Annex and the Golf Course.

## **ARTICLE 14** **SENIORITY**

### **Section 1. Definitions.**

- A. **Total Seniority.** The term "total seniority" shall be defined as the employee's length of continuous, uninterrupted service with the City of Youngstown.
- B. **Department Seniority.** The term "Department Seniority" shall be defined as continuous length of service with any Department as determined from the date of an initial appointment to the Department.

An employee shall accumulate Department seniority in only one (1) department at a time. When an employee moves from one Department to another Department, he shall be placed at the bottom of the seniority list in that Department. However, if an employee returns to a department in which he already holds department seniority, the previously accumulated department seniority shall still stand and prospective time will then be added to the already accumulated department seniority.

In the event that two (2) or more employees have the same Department seniority, total seniority shall prevail.

- C. **Classification Seniority.** The term "classification seniority" shall be defined as the employee's length of continuous, uninterrupted full-time service in a specific job classification within the bargaining unit.

- D. Seniority shall be computed based upon continuous service and employees shall be credited with one (1) year of service for each twelve (12) months of full-time service and one-quarter (1/4) year of service seniority for each five hundred twenty (520) hours worked in full or part-time status.

**Section 2. Seniority Roster/Posting.** The City shall post both a Department and Total Seniority Roster in the various departments for employees of the City belonging to this bargaining unit. Said roster shall be updated annually and updated if necessary in the event of a layoff.

**Section 3. Notification of New Hires/Seniority during Probation.** The City agrees to provide the Union with a copy of the appointment letter for any employee newly hired into a bargaining unit position. This appointment letter will be transmitted to the Union President within five (5) working days of the issuance of the appointment letter. Each new employee shall be given a copy of the current contract by the Union.

An employee shall have no seniority for the applicable probationary period. Upon completion of his probationary period, the employee will be credited with his seniority retroactive to his date of hire, entry into a new department, or entry into a new classification, as may be applicable. The term “new” means not having served in the department or classification previously.

**Section 4. Officer Seniority for Layoff Purposes.** The President, Vice-President, Secretary and Treasurer of AFSCME Local 2312 have seniority which supersedes that seniority of any other employee in the City for the period of time he holds one of the aforesaid offices. This seniority, known as “Officer’s Seniority,” shall only apply to layoffs.

**Section 5. Application of Seniority.** For the purpose of vacations, holidays, promotions, job bidding, layoffs and bumping, seniority shall be applied according to this Agreement. For the purpose of filling temporary unit vacancies, lateral transfers, shift assignments, shift preference and vacation period preference, department seniority shall prevail. In filling temporary vacancies, such appointments shall be made among the employees in the next lower pay range within the department, provided, however, employees must have the immediate ability to perform the duties of the vacant position and provided further that the City intends and needs to fill those temporary vacancies.

**Section 6. Seniority During Disability Leave or Approved Leave of Absence.** An employee who is unable to work due to a service-connected disability or illness, or an approved leave of absence, shall continue to accumulate seniority during such period of sickness or disability.

**Section 7. Interruption/Termination of Seniority.** Seniority shall be broken or terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of time greater than the recall period;

- D. Fails to report for work for more than ten (10) consecutive workdays without having given the City notice of this absence prior to or during the ten (10) day period, unless the City determines a justification exists for the failure to give such notice;
- E. Fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's records).

**Section 8. Seniority During Unpaid Leave/Layoff.** For the purposes of determining the length of vacations (except as outlined in Article 39), longevity, sick leave, and other related service connected benefits, all service with the City as above will be frozen and retained during the time period that an employee is on an approved unpaid leave of absence or layoff with recall rights. Upon the employee's return to active duty in such instances, the employee will receive credit for that retained time and begin to accrue service connected benefits in accordance with this Agreement.

## **ARTICLE 15** **PROBATIONARY PERIODS**

**Section 1. Initial Hire.** Newly appointed employees to full-time bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of one hundred twenty (120) working days. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

**Section 2. Promotional Bid Positions.** An employee awarded a promotion or vacancy bid under Article 16 shall be given ninety (90) working days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability at any point during the ninety (90) working day probationary period, they may be removed from the promoted or bid position and returned to their previously held position with no right of appeal.

## **ARTICLE 16** **PROMOTIONS/VACANCIES**

**Section 1. Applicability/Eligibility.** No person shall be eligible to bid for a vacancy under this procedure unless they have first passed an entry level civil service exam and been appointed to a classified position utilizing the procedures of the Youngstown Municipal Civil Service Commission and the Ohio Civil Service Law.

**Section 2. Eligibility for Bidding Vacancies.** No employee shall be eligible to bid for a position under these provisions who has not satisfactorily completed the required probationary period for his existing position.

**Section 3. Minimum Qualifications.** The City shall have the right to establish minimum qualifications for each job within the bargaining unit. The City may use Civil Service testing for the purpose of establishing minimum qualifications. When testing is used to establish minimum qualifications, any bargaining unit member will be deemed to meet the minimum qualifications if he

attains a passing score. Department seniority shall be utilized for purposes of these provisions; if Department seniority is equal, total seniority shall be utilized.

“Qualified,” as used herein, shall mean the employee who meets the minimum qualifications for the position as established by the following: recent/updated job description, the job posting, consideration of currently active work record. A passing score on any applicable examination for the position is also required. It is understood that an unacceptable work record (e.g., active discipline of record) may cause an employee to fail to meet any minimum qualifications.

**Section 4. Determination of Vacancy/Posting Period.** When the Employer determines that a vacancy exists in the bargaining unit covered by this contract, and the City intends to fill the vacancy, a notice of the opening shall be posted for ten (10) calendar days in the department in which the vacancy occurs. The posting shall contain the job classification title, position number, minimum qualifications, rate of pay, shift, department, job location, date of posting and the date the posting expires. The Union president shall receive a copy of the posting.

**Section 5. Bid Submission.** Eligible bargaining unit members in the department in which the vacancy exists shall be allowed to bid for the job by submitting a written application to the department head during the posting period. Applications must be filed during the bid posting period to be considered. The initial determination on awarding the vacancy shall be made within fourteen (14) calendar days of the close of the bid posting period or fourteen (14) calendar days of the scores being certified by the Municipal Civil Service Commission.

**Section 6. Vacancy Award/Evaluation of Internal Department Applicants.** The Employer shall evaluate those applications that are timely submitted internally. If the position is to be filled internally, such vacancy will be awarded in accordance with the following preference:

- A. First, the qualified employee with the greatest unit seniority within the Department where the vacancy occurs.
- B. Second, the most senior (i.e., total seniority) qualified employee in the bargaining unit outside the Department where the vacancy has occurred.

**Section 7. Vacancy Award/Evaluation of Interdepartmental Applicants.** If no applications are received from bargaining unit employees in the department, or the Employer determines that none from the department who applied are qualified, the Employer shall post the notice of opening in all other departments with bargaining unit employees and the bid submissions and evaluation procedures outlined in Sections 4 and 5 of this article shall apply.

**Section 8. Vacancy Award/Evaluation of External Applicants.** If no bargaining unit employee applications for a vacancy are received or if the Employer determines that none of the applicants are qualified for the position, the Employer may fill the position by hiring a qualified new employee from outside the bargaining unit.

**Section 9. Return if Unqualified/Voluntary Return.** Should an employee be considered not qualified during his probationary period, he/she shall be returned to his/her former job.

Employees will be given reasonable help and supervision. He/she will be considered to have qualified on the new job when he/she satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar job, and when his/her record as to the quality and quantity of work meets the standards applicable to the job.

Any employee awarded a vacancy under this article may request to voluntarily return to his former position during the first ten (10) working days of this probationary period. An employee that requests the right to return to his former position shall forfeit the right to bid on any future vacancy within the classification he voluntarily left until one future vacancy has been filled by other applicants. An employee that exercises this option shall not be restricted from bidding on any other vacancy outside that position or classification.

**Section 10. Rate of Pay.** An employee who is awarded a promotion under these provisions shall receive the permanent rate of pay at the lowest step of the new classification, so that there is an increase. An employee bidding in to a lateral transfer shall maintain his current rate of pay and advance, if applicable, according to this agreement. An employee bidding into a lower paying position shall receive the rate of pay associated with that position.

**Section 11.** The Union steward may submit a bid for a vacant position on behalf of an employee who is not present at work during the posting period. Such bids shall be signed by the steward on behalf of the employee and shall be verified by the employee personally within twenty (20) days of the date the posting originally went up.

**Section 12. Intradepartmental Lateral Transfers.** Prior to the filling of a bargaining unit position, the Employer will allow members within the department to submit bids for the position which may include shift and/or location preference. Bids submitted under this section will be evaluated under Section 5.

## **ARTICLE 17** **OUT OF RANK ASSIGNMENTS**

**Section 1. Rate of Pay.** In the instance where an employee is directed or designated during a regular shift to perform the majority of job duties of a higher classification within the bargaining unit, and in performing the said job or duties he/she engaged for a period in excess of one (1) hour, the employee shall be paid the rate for the job performed for all such hours worked. This payment for the job performed shall also be made if the employee is held over from his regular eight (8) hour shift and assigned to the majority of job duties of a higher classification or any period. This provision shall not apply for periods when an employee is being trained/cross-trained.

If an assignment involves the employee working in a task or position that pays less than his regular job or position, said employee will then be paid the wage or salary that he or she earns in their regular job or classification.

**Section 2. Procedure.** When management determines that it is necessary to make an out of rank assignment, the Employer will determine the department and classification from which the assignment is to be made. The employee with the greatest departmental seniority within the job classification from which the assignment is to be made and within the department where the

assignment is located shall be given the first opportunity to accept the out of rank assignment, provided that management determines before making the assignment that the employee with the longest continuous service has the ability and physical fitness to perform the work.

**Section 3. Involuntary Assignment.** The Union acknowledges that it is the management right of the Employer to assign work and manage its operations. The Employer agrees, however, that should it determine that an out of rank assignment must be ordered, the Employer shall order the member with the least amount of department seniority in the classification from which the assignment is to be made that is presently available, scheduled, and capable of performing the essential functions of the position to perform the work.

**Section 4. Refusal of Assignment.** If an employee refuses to perform tasks out of his classification for any unjustifiable reason, the City may then refuse to honor his seniority status for similar assignments for a period of six (6) months. The date and circumstances of the refusal of the employee shall be recorded and kept by the City for at least one (1) year.

## **ARTICLE 18**

### **TEMPORARY PAY RATE/TEMPORARY VACANCIES/TRANSFERS**

**Section 1. Temporary Vacancy Determination/Definition.** Where the Employer determines that a temporary vacancy exists in a bargaining unit classification, the following procedures shall be used to offer the temporary work to bargaining unit members prior to making an involuntary assignment. Temporary vacancies are those which the Employer determines are not to be filled permanently because the need for such work is due to extended absence of an incumbent employee (e.g., military leave, FML, extended sick leave, etc.), the need for such work is not anticipated to be permanent (e.g., specific project work, etc.), or other reasons for which the Employer determines that the position/vacancy does not need to be permanently filled.

**Section 2. Procedure.** For the purpose of filling a temporary job or an assignment of a temporary nature where an increase in wage is involved, department classification seniority as defined in this article will prevail. Such assignment or assignments shall be made on the basis of department seniority from the employees in the department; provided, however, that the employees selected must have the ability and qualification to perform the duties required by the position to be filled. When the Employer determines that temporary transfer is available, prior to making an involuntary transfer, it shall first offer the opportunity to those bargaining unit members occupying the job classification from which the transfer is to be made, within the department where the opportunity exists. Should the Employer determine that two (2) members are equally qualified, the employee with the greatest department seniority shall be offered the opportunity. In the event that no employee volunteers to fill the temporary vacancy or the Employer determines that no employee is qualified, the Employer will fill the temporary vacancy through involuntary transfer, as set forth in Section 3.

**Section 3. Involuntary Transfer.** Should no bargaining unit members apply for the transfer opportunity and the Employer determine that an involuntary transfer must be ordered, the Employer shall involuntarily transfer the member with the least amount of department seniority in the applicable department in the classification from which the transfer is to be made to the temporary vacancy.

**Section 4. Rate of Pay.** Where an employee working in a lower classification is directed to temporarily transfer to a higher classification, he shall receive the rate of pay for the higher classification for all hours worked. Where an employee is involuntarily transferred to perform work in a classification having a lesser rate of pay than the employee normally receives, he shall be paid his regular rate for those hours worked in the lower classification.

**Section 5. Transfer Limitation.** When the City decides to leave a position vacated, the Union will be notified, in writing, and the parties will meet to discuss the elimination of the job. Temporary transfers generally shall not exceed six (6) months without the agreement of the Union. Under no circumstances shall a temporary transfer become permanent without utilizing the applicable procedures for filling a promotional vacancy established in this contract or the applicable civil service procedures for filling vacancies.

## **ARTICLE 19**

### **NEW/SUBSTANTIALLY CHANGED JOBS**

**Section 1. Notice.** Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, in a classification represented by the Union, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification. A substantial change in job duties shall be considered a thirty percent (30%) change in duties.

**Section 2. Joint Amendment.** Should the parties agree that the new classification is to be included in the bargaining unit, both the Employer and the Union shall memorialize the inclusion in writing. The Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer

**Section 3. Clarification Petition.** Should the parties disagree on the inclusion/exclusion of the new classification in the bargaining unit, the Union or Employer may petition to clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

**Section 4.** If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

## **ARTICLE 20**

### **SCHEDULING**

**Section 1.** Each employee's normal work schedule shall be determined by the Employer. The Union acknowledges that it is the management right of the Employer to schedule and/or adjust work schedules to meet the operational needs of the Employer within the standard workweek. All employees shall be scheduled on the basis of the normal work week except where:

1. Such schedules regularly would require the payment of overtime;
2. Deviations from the normal work week schedules are necessary because of the operational needs of the Employer.

**Section 2. Notice for Schedule Adjustments.** In the event that it becomes necessary to change the hours of regular starting and quitting time, the City shall, except in the case of an emergency, first meet with the Union to discuss such changes. In the event of an emergency, the Employer may make such changes of a temporary nature as is required to meet the emergency.

## **ARTICLE 21** **HOURS OF WORK/OVERTIME**

**Section 1. Work Day and Work Week.** The normal work day shall consist of eight (8) consecutive hours, inclusive of the time allotted for lunch periods in a twenty-four (24) hour period. The normal work week shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days within a seven (7) day, one hundred sixty-eight (168) hour period, except as to units with continuous operations schedules (i.e., civilians in the Police and Fire Departments).

**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.

**Section 3. FLSA/Contractual Overtime.** Overtime due to bargaining unit members under the Fair Labor Standards Act (FLSA) shall be paid in accordance with the Act. Overtime due to bargaining unit members under the parties' agreement shall be paid according to the contract.

**Section 4. Contractual Overtime.** An employee shall receive one and one-half (1 1/2) times his/her 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.

**Section 5. Hours Worked for Contractual Overtime.** Sick leave and other paid time off shall not be considered "hours worked" for the purposes of overtime computation. Overtime shall be computed based upon actual hours of work and holiday time.

**Section 6. Overtime Equalization.** Overtime opportunities shall be equalized within a classification, department, or shift. This offering of overtime opportunities shall be on a rotating basis by seniority within the classification (Police Clerk 1 and 4 and the Police Personnel Clerk to be considered one classification for overtime purposes only). In each department, the department head will keep track of such overtime on a list available to the employees in the department.

**Section 7. Lunch and Breaks.** All employees shall receive a thirty (30) minute paid lunch period. All employees shall receive a ten (10) minute break in the first half of his or her shift and a ten (10) minute break in the second half of his or her shift. The breaks shall be taken at a time and in a manner that do not interfere with the efficiency of the work unit.

**ARTICLE 22**  
**COURT APPEARANCES**

**Section 1.** Employees who are required by the nature of their job to appear in court outside normal working hours shall be paid for actual time spent or a minimum of two (2) hours pay, whichever is greater, at the rate of time and one-half their normal hourly rate, provided that such time does not abut the beginning or ending of their regularly scheduled shift.

**ARTICLE 23**  
**WAGES**

**Section 1.** The wage rates for all bargaining unit classifications will remain unchanged for the term of this Agreement.

**Section 2. Wage Appendix.** The wage scale covering existing bargaining unit classifications is attached as Appendix D to this contract.

**ARTICLE 24**  
**INSURANCE BENEFITS**

**Section 1. Medical and Hospitalization Insurance.** The City will continue to provide all full-time employees hospitalization coverage and levels of benefits shall be comparable to that provided in the summary of coverages and benefits attached hereto as Appendix F. Health Plan coverage and benefit levels, as set forth in Appendix F or comparable coverage, shall be effective upon ratification of this agreement.

**Section 2. Maintenance Prescriptions.** The Union agrees that those employees who are on daily maintenance prescriptions will be required to have their physicians utilize the mail order prescription services of the City's health insurance provider in order that the City will continue to save money on prescription services.

**Section 3. Insurance Waiver.** Full-time employees eligible for hospitalization coverage who choose not to be covered shall receive one hundred forty-five dollars (\$145.00) per month and be subject to other conditions as are management employees. Each employee who elects this payment shall demonstrate that she/he receives like or better coverage elsewhere. A bargaining unit employee whose spouse works for the City shall not be eligible for this incentive. Employees and the City shall abide by all applicable COBRA regulations.

**Section 4. Carrier/Coverage Changes.** The City shall be responsible for entering into the hospitalization contracts with the various carriers of such insurance. The Union will be informed within thirty (30) days of any carrier change. The City will also provide each bargaining unit member with all such changes of coverage policy provisions.

**Section 5. Employee Contributions.** Effective July 1, 2010, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage, not to exceed eighty dollars (\$80.00) per month for single coverage and one hundred fifty dollars (\$150.00) per month for family coverage.

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

Effective May 1, 2014, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage.

**Section 6.** The Union acknowledges the Employer's right to determine to provide coverage through a selected insurance provider, a consortium, to self-insure, or to utilize a combination of the preceding.

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

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

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

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

## **ARTICLE 25** **LONGEVITY**

**Section 1. Eligibility.** All bargaining unit employees who have completed not less than three (3) years of full-time service credit shall be eligible for longevity pay.

**Section 2. Payment Rate/Schedule.** Bargaining unit members shall be eligible to receive longevity pay at the rate of sixty dollars (\$60.00) per year for each year of full-time service with the City of Youngstown. Payment shall be made in the first week of December. Maximum longevity payment shall be attained after twenty-five (25) years of full-time service.

## **ARTICLE 26** **SHIFT DIFFERENTIAL**

**Section 1. Shift Designation.** For purposes of shift differential payments, the shifts starting between 5:00 a.m. and 11:00 a.m. shall be considered first or day shift, the shifts starting after 11:00 a.m. and up to and including 7:00 p.m. shall be considered the second or afternoon shift, and any shift starting after 7:00 p.m. through and including 5:00 a.m. shall be considered the third or night shift.

**Section 2. Administration of Differential Payments.** Those employees who start their turn in the times designated for each shift shall receive, in addition to their regular rate, the applicable shift differential payment for all hours worked as part of their shift.

Where employees are required to work beyond the hours of their regularly scheduled shift, they shall receive the applicable shift differential for the qualifying hours for which they worked. Where employees are called out prior to the beginning of their regular scheduled first shift, they shall receive the applicable shift differential for those hours worked which abut the beginning of their regularly scheduled shift.

**Section 3. Restrictions of Differential Payments/No Pyramiding.** In no case shall an employee be paid shift differential for any hours worked during his/her first regularly scheduled day shift. There shall be no duplication of shift differential payments nor shall this section be interpreted to permit duplication of premium pay.

**Section 4. Amounts.** Bargaining unit members assigned to work shifts beginning during the second shift shall be eligible to receive thirty-five cents (\$.35) per hour shift differential. Members assigned to work shifts beginning during the third shift shall be eligible to receive fifty-five cents (\$.55) per hour shift differential.

## **ARTICLE 27** **PERSONAL EXPENDITURE ALLOWANCE**

**Section 1.** Effective July 1 of each year, three hundred fifty dollars (\$350.00) Personal Expenditure Allowance will be paid to City employees in classifications to be agreed upon. If the City establishes a City-wide parking lot, this bonus will be removed from the contract.

## **ARTICLE 28** **UNIFORM ALLOWANCE**

**Section 1. Code Enforcement Officer/Police Department Clerical Staff.** Full-time clerical employees in the Police Department and the Code Enforcement Officer shall each be paid a uniform allowance of four hundred ninety dollars (\$490.00) per year effective July 1, 2008. If required,

these employees will buy and wear uniforms. The uniform allowance for these employees shall be pro-ratable in the employee's first and last year of employment.

Part-time Police Clerks shall receive a pro-rated uniform allowance commencing with the second year of employment; said allowance shall be pro-rated based upon actual hours worked the preceding year. Part-time Police Clerks hired on or before July 1 shall receive a two hundred fifty dollar (\$250.00) uniform allowance within the first year of employment.

Effective July 1, 2012, the following provisions shall apply:

Full-time clerical employees in the Police Department and the Code Enforcement Officer shall each be paid (reimbursed) a uniform allowance of up to four hundred ninety dollars (\$490.00) per year for the purchase of required uniform items. Employees will be reimbursed in July and December consistent with the amount of any valid receipt(s) provided for the purchase of a required uniform item(s), not to exceed the annual maximum. The uniform allowance for these employees shall be pro-rated in the employee's first and last year of employment.

Part-time Police Clerks shall receive a pro-rated uniform allowance commencing with the second year of employment for the purchase of required uniform items; said allowance shall be pro-rated based upon actual hours worked the preceding year. Part-time Police Clerks hired on or before July 1 shall receive up to a two hundred fifty dollar (\$250.00) uniform allowance within the first year of employment. Employees will be reimbursed in July and December consistent with the amount of any valid receipt(s) provided for the purchase of a required uniform item(s), not to exceed the annual maximum.

**Section 2. Garage Mechanics.** The City will continue to provide uniforms and laundering for garage mechanics.

**Section 3. Parks Department Laborers.** The City shall provide three sets of long sleeve shirts and pants annually, and a one hundred dollar (\$100.00) annual uniform maintenance allowance for Park Department laborers and educational aides. The City will also provide coveralls for Park Department laborers as needed.

**Section 4. Other Personnel.** The City shall provide uniforms and a one hundred dollar (\$100.00) annual uniform allowance for the Field Sanitarians, Housing Advisor, Housing Coordinator, Housing Inspector, Air Pollution Control Technicians, Air Pollution Inspector, and Rehabilitation Assistant 1.

Once each five (5) years, the Housing Code Enforcement Officer will either be provided a bullet proof vest, or will be reimbursed up to eight hundred fifty dollars (\$850.00) for the purchase of an approved bullet proof vest. Proper documentation of purchase must be provided in order to receive reimbursement. The employee will be reimbursed within thirty (30) calendar days of the provision of a valid receipt for an approved bullet proof vest.

**Section 5. Work Boots/Shoes Allowance.** Employees listed in Section 4 along with the Police Mechanics, Fire Mechanics, Park Laborer, Chief Utility Man, Assistant Utility Man, and the Rodent Control Officer, will also be eligible for a seventy-five dollar (\$75.00) annual reimbursement for the

purchase of approved work shoes/boots contingent upon a recent receipt of purchase by the employee and that the employee is required to actually wear the shoes to work.

**Section 6. Required Dress/Discipline.** All employees provided uniforms by the City shall wear these uniforms to work or be subject to progressive disciplinary action.

**Section 7. Payment Schedule/Proration.** All uniform allowances, excluding reimbursements, shall be paid during the first pay period of December. In order to be eligible for a pro-ration benefit, the employee must have been working in the classification since at least July 1 of the calendar year.

Reimbursements shall be paid as set forth in Sections 1 and 4.

**Section 8. Retirement/Proration.** It is agreed by the parties that the earning period for uniform allowance is the calendar year in which it is paid. Proration for those retiring will be from January 1 to the date of retirement. For those who retire after the December uniform allowance, any overpayment will be deducted from their overall severance.

## **ARTICLE 29** **CALL-OUT PAY**

**Section 1. Call-Out Pay.** A full-time employee who is called in to work at a time when he or she is not regularly scheduled to report for work shall receive a minimum of two (2) hours pay at the applicable overtime rate, provided that such time does not abut the beginning or ending of his regularly scheduled shift.

**Section 2. Call-Out Pay for On-Call Situations.** Notwithstanding section 1, call-outs for employees on-call will be paid at a minimum of one (1) hour or time worked at time and one-half (1 1/2), whichever is greater, for each call out. Time starts running when the employee arrives on the job. Call-out is over when the signal is reported repaired or work task is completed. In the event a second and/or third employee is called out to assist the employee on-call, such additional employee(s) will be paid a minimum two (2) hours at time and one-half (1 1/2), or actual time worked, whichever is greater, provided that such time does not abut the beginning or ending of his regularly scheduled shift.

## **ARTICLE 30** **ON-CALL PAY**

### **Section 1. Applicability/Amount.**

- A. **Traffic Signal.** Stand-by pay will be one hundred sixty dollars (\$160.00) per week for Traffic Signal.
- B. **Utility/Fire Mechanics.** Stand-by pay will be one hundred dollars (\$100.00) per week for the Chief Utility Maintenance or alternatively the Assistant Chief Utility, and for the Fire Department Mechanic as assigned.

**Section 2.** 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. Employees who are on stand-by must be available by phone/pager and respond within thirty (30) minutes of the call-out. Failure to respond to a call-out when on on-call shall be just cause for disciplinary action.

**ARTICLE 31**  
**HEALTH DEPT/PARK DEPT DIFFERENTIAL PAY**

**Section 1. Health Department General Utility Clerk.** As long as the General Utility Clerk in the Health Department continues to be responsible for the receipt and handling of monies, a differential of fifty cents (\$.50) will be added to the General Utility Clerk's base rate of pay.

**Section 2. Park Department Laborer Differential.** Whenever a Park Department laborer performs skilled duties or uses heavy equipment and machinery, the employee will receive a fifteen cent (\$.15) per hour differential when operating such equipment or performing such duties. The City and Union shall meet in Labor-Management meetings to discuss and agree what duties and equipment said differential will apply to.

**ARTICLE 32**  
**MILEAGE REIMBURSEMENT**

**Section 1.** Employees are to utilize a City vehicle for travel when one is available.

When a City vehicle is not available, an employee who is required and authorized to use his personal vehicle for the performance of City business (excluding normal home to work travel) will be reimbursed on a per mile basis; the rate shall be the same rate as the IRS rate. Mileage logs are to be submitted monthly and reimbursements will be made in accordance with the procedures and schedule established by the Department of Finance. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, insurance, etc.).

Changes in the IRS rate shall be implemented within thirty (30) days of the City receiving notice of the change.

**ARTICLE 33**  
**FITNESS FEE REIMBURSEMENT**

**Section 1. Amount.** Each employee shall be reimbursed up to one hundred forty dollars (\$140.00) toward the cost of membership in the Youngstown Y.M.C.A. or other fitness center within the City limits. Proper documentation is required for reimbursement.

**Section 2. Payment Schedule.** Payment shall be made the first special pay of December.

**ARTICLE 34**  
**RETIREMENT AND SEVERANCE**

**Section 1.** When an employee retires under the applicable pension system with ten (10) or more years of service with the City, the City shall pay him the full value of his accumulated vacation time and thirty-five percent (35%) of the value of his accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time the

benefit was accrued, whichever is greater. Severance payments for sick leave and vacation leave, described above, shall not be made to any member not meeting the retirement and years of service criteria set forth above.

Employees hired on or after September 1, 2011, shall be subject to reimbursement at thirty-five percent (35%) of the value of his/her accumulated sick leave not to exceed a maximum of seven hundred fifty (750) hours paid.

**Section 2.** If an employee dies prior to retirement, the City shall pay his/her designated beneficiary, or the legally appropriate beneficiary, the full value of his/her accumulated vacation time, and thirty-five percent (35%) of the value of his/her accumulated sick leave. This shall be paid on the basis of the employee's current base hourly wage or 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.

Employees hired on or after September 1, 2011, shall be subject to reimbursement at thirty-five percent (35%) of the value of his/her accumulated sick leave not to exceed a maximum of seven hundred fifty (750) hours paid.

## **ARTICLE 35** **PENSION PICKUP**

**Section 1.** Effective July 1, 2008, the City agrees to "pick up" (assume and pay) as a 'fringe benefit', nine and one-half percent (9.5%) of the statutorily required employee contribution to the Ohio Public Employees Retirement System (OPERS) that the individual employee is required to pay pursuant to the present Federal and Ohio Laws, resulting in no modification to the employee's taxable salary. Further, any additional percentage of the statutorily required employee contributions shall be withheld from the gross pay of each individual thereby reducing the employee's taxable salary by such percentage and shall be collected by the City of Youngstown to be included with the first part of the 'pickup' and paid in whole to OPERS in Columbus, Ohio. No employee shall have the option of choosing to receive the statutorily required employee contribution directly instead of having it "picked-up" by the City of Youngstown.

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

## **ARTICLE 36** **CDL REQUIREMENT/INCENTIVE PAY**

**Section 1.** The City will pay an annual stipend of two hundred fifty dollars (\$250.00) to each bargaining unit employee required to maintain a Commercial Driver's License – Class A. Employees required to maintain a Class B Commercial Driver's License shall receive an annual stipend of two hundred dollar (\$200.00). The stipends will be paid in January of each calendar year.

**Section 2. Park Department Laborers.** All new Park Department laborers may be required to have a CDL at the time of hiring. Park Department laborers will have twelve (12) months to obtain a CDL if a CDL is required for the position. The Employer will pay for the initial license for current Park Department laborers as long as the employee passes the CDL examination.

**Section 3.** Employees performing housing inspection duties while working within CDA or demolition departments are encouraged to obtain certification as a Property Maintenance and Housing Inspector. The cost of testing and materials will be reimbursed by the City provided the employee successfully passes the applicable examination and provides the appropriate documentation. Individuals within the following classifications (position number and title) are eligible for this reimbursement:

4086 - Estimator/Housing Coordinator, 4930 - Housing/Demolition Specialist, 4931- Housing/Demo. Inspection Enforcement Officer, 4936 - Housing Rehabilitation Inspector, 7841 - Rehabilitation Assistant I, 9800 - Zoning Specialist.

### **ARTICLE 37**

#### **LICENSURE MAINTENANCE/REPORTING REQUIREMENTS**

**Section 1.** The parties agree that certain classifications within the bargaining unit require, as a basic condition for employment, the employee to obtain and maintain a valid motor vehicle operator's license, Commercial Driver's License, or other job-related license (i.e., Registered Sanitarian, etc.).

**Section 2.** The parties agree that the following provisions shall govern instances where an employee fails to maintain the required licensure.

- A. 1<sup>st</sup> Offense- Failure to Maintain Licensure with Notice to the Employer. The parties agree that if an employee fails to maintain the necessary licensure, but notifies the Employer prior to the beginning of the workday following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may be demoted to a classification where the job duties do not constantly require the licensure, if a vacancy is available, and assigned duties that do not involve the required licensure, so long as such work exists for no longer than one (1) month.

Should the Employer determine that no vacancy exists or that non-licensure work is no longer available, the employee will be placed on an unpaid leave of absence until such time as the failure/suspension/revocation is remedied or lifted. Within fourteen (14) calendar days of the failure/suspension/revocation being remedied or lifted, the employee shall take the necessary actions to reinstate his license, present to the Employer the valid necessary license, and return to duty. An employee that fails to take the necessary steps to reinstate his license and/or return to duty within the fourteen (14) calendar days of the failure/suspension/revocation being remedied, shall be considered to have voluntarily resigned from his position.

- B. 1<sup>st</sup> Offense- Failure to Maintain Licensure without Notice to the Employer. The parties agree that if an employee fails to maintain the necessary licensure, and fails to notify the Employer of such failure/suspension/revocation as described above, then the employee shall be subject to termination, for failure to remain qualified to perform the duties of his position.

C. 2<sup>nd</sup> Offense- Failure to Maintain Licensure. The parties agree that if an employee fails to maintain the necessary license for a second time during the term of his employment, where his classification requires the maintenance of a valid license, then the employee shall be subject to termination, for failure to remain qualified to perform the duties of his position.

**Section 3. Annual License Checks.** Each employee shall be required to complete a waiver for the Employer that will allow it to check/verify the status of any job-related licensure annually.

**ARTICLE 38  
HOLIDAYS**

**Section 1. Holiday Pay.** 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. Labor Day         |
| 2. Martin Luther King Day | 8. Columbus Day      |
| 3. Presidents Day         | 9. Veterans Day      |
| 4. Personal Holiday       | 10. Thanksgiving Day |
| 5. Memorial Day           | 11. Christmas Day    |
| 6. Fourth of July         |                      |

**Section 2. Holiday Pay Rate.** An employee that is scheduled to work on any of the recognized holidays above and meeting the eligibility requirements for holiday pay, shall, in addition to the holiday pay provided in section 1, receive one and three-quarter (1 3/4) times his normal hourly rate of pay for each hour worked on the holiday.

**Section 3. Personal Holiday Scheduling.** Employees wishing to schedule the use of their personal holiday must provide the Employer with at least ten (10) days notice for requests. Notwithstanding this, all requests are subject to the operational needs of the Employer. Newly hired bargaining unit members shall not be eligible to request the use of the personal holiday until such time as they have completed their initial probationary period.

**Section 4. Holiday Pay Eligibility.** In order to be eligible to receive holiday pay, employees must work their regularly scheduled shift before, on the day of if applicable, and their regularly scheduled shift after the recognized holiday.

**ARTICLE 39  
VACATION**

**Section 1. Benefit.** Each full-time employee 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	2 weeks	3.077 hours per pay
After five (5) years of service	3 weeks	4.615 hours per pay
After eleven (11) years of service	4 weeks	6.154 hours per pay
After seventeen (17) years of service	5 weeks	7.692 hours per pay
After twenty-three (23) years of service	6 weeks	9.231 hours per pay

**Section 2. Eligibility.** The length of vacation is determined by an employee's employment anniversary date. This employment anniversary date is determined by the continuous public service of said employee with the City of Youngstown, Ohio, in accordance with Ohio Revised Code, Section 9.44, as amended on October 25, 1995.

The City will continue to utilize a "use-it-or-lose-it" vacation policy. Employees 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.

**Section 3. Vacation Pay/Cashout.** For each week of vacation, the eligible employee shall receive his/her normal week's pay (forty [40] hours) in accordance with his/her regular pay scale as of the start of the vacation.

**Section 4. Vacation Scheduling.** Annual vacation scheduling and selection will generally be conducted within each specific department (i.e., CDA, City Parks, Health District, etc.) by department seniority within the applicable classification, except that the City reserves the right to allocate/adjust the vacation schedule in order to assure the orderly operation of the department. The bargaining unit member with the greatest department seniority within the applicable classification shall receive first preference for selection of vacation time provided that such request is submitted during the designated annual scheduling period. Scheduling of vacation in full week blocks (i.e., five (5) consecutive work days) shall take precedence over requests for less than that amount. Any request submitted after that period shall be acted upon on a first-come, first-served basis.

**Section 5. Vacation Carry-Over.** Vacation benefits cannot be carried over from one (1) calendar year to the next. Any accrual will be lost if not used before December 31 of the year of entitlement.

## **ARTICLE 40** **SICK LEAVE**

**Section 1. Accrual.** Each employee 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 employee 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 employee's normal daily or hourly rate at the time absence occurs. An employee on sick leave or injured on duty leave shall be considered as being on the payroll and entitled to all benefits thereof, save those mentioned at Section 1 of this article.

**Section 3. Usage.** Employees may use sick leave, upon approval of the Employer, 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;
- 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. Additionally, within eight (8) hours of each scheduled shift thereafter, the employee will notify the Employer of his availability.

**Section 6. Documentation.** The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. This statement will be accepted, if legible, subject to verification at a later time by the City. If medical attention is required, or the absence is greater than three (3) days, a certificate stating the general nature of the illness from a licensed physician shall be required to justify the use of sick 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 ordinances shall be followed for sick leave usage and documentation.

**Section 7. Patterned Absence.** Any employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to corrective action by the Employer or his designee. A pattern of abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous or related to holidays, weekends, vacation and/or consistent regular usage or a method of usages of available sick leave. Further abuse/patterned use will 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. Employer Required Examination.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

**Section 10. Non-Use of Sick Leave Bonus.**

A. The City agrees to award a cash incentive to an employee for non-use of sick leave in the following manner:

First Quarter	(January-March)	\$115.00
Second Quarter	(April-June)	\$115.00
Third Quarter	(July-September)	\$115.00
Fourth Quarter	(October-December)	\$115.00

B. **Payment Schedule/Eligibility.** 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). The cash bonuses for the non-use of sick leave shall not be prorated under any circumstances. It is understood by and between the parties that in order to be eligible for the incentive, the employee must maintain a sick leave balance of one hundred twenty (120) hours or more and that lost time from injury at work or lost time due to bereavement leaves does not affect this cash incentive program.

**ARTICLE 41**  
**BEREAVEMENT LEAVE**

**Section 1. Amount.** All full-time, salaried or hourly rated employees shall be eligible for bereavement leave, not to exceed three (3) consecutive duty days, for death in their immediate family.

**Section 2. Usage Restrictions/Immediate Family Defined.** Paid bereavement leave shall only apply when the funeral services, including the calling hours, shall fall on regularly scheduled work days. Immediate family shall include the employee's spouse, a child (natural or adopted), father, mother, father-in-law, mother-in-law, grandparent, grandchild, brother or sister, current stepchildren, brother-in-law or sister-in-law.

**Section 3. Bereavement While on Vacation/A/T.** Any employee on vacation or A/T time who is notified of a death in his/her family, for whom bereavement leave may be granted, can apply and receive bereavement leave for the authorized period without the necessity of using his/her vacation or A/T time for said bereavement.

**ARTICLE 42**  
**INJURED ON DUTY (IOD) LEAVE**

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

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a schedule of providers designated by the City (see Appendix E). Changes to the schedule of providers shall be finalized in January 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 1 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 suffering an on-the-job injury certified by the City and 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/her 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 or vacation leave which shall be reimbursed if, after the Bureau determination or the administrative appeal process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of City employment.

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

**Section 7. Duration.** Wages and all benefits except sick leave as excluded by Article 41, Section 1, for those off duty on IOD will be continued for up to three hundred sixty-five (365) calendar days, two thousand eighty (2080) hours, in a three (3) year period from the date of injury if all requirements above are met. After that period an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for City benefits including sick or vacation accrual. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another six (6) months if the employee continues to provide the City with doctors' reports stating that he is unable to return to work at least one time per month. After exhaustion of this six (6) month period, the City shall treat such as a "reduction of hours" Cobra-qualifying event and make necessary modifications to the employee under COBRA.

Employees on IOD must use their accumulated vacation as required by Article 36, Vacations. The employee's annual vacation usage will extend IOD by the amount of days equal to that allotment. This language does not require that vacation time be taken instead of IOD benefits except in those situations where an employee would otherwise not be able to take vacation within the year the employee is required to use it or lose it.

**Section 8. False Claims/Abuse.** The City reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim or abuse of the privilege covered in this article, or working for another employer while on injury leave, and to take disciplinary action. Examples of what might constitute "abuse" as used in this section, 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, at the employee's regular rate of pay. A light duty work assignment shall not exceed sixty (60) days, unless permitted by the City. Time spent working a light duty or on transitional work assignment will be counted toward the three hundred sixty five (365) day, two thousand eighty (2,080) hour limit for payment of IOD.

An employee cannot refuse to accept a light-duty assignment. Only an employee's physician may provide evidence supporting an employee's inability to accept a light-duty assignment. Upon receipt of such an opinion, the City reserves the right to send an employee for an independent medical examination at the City's expense or to initiate disability separation proceedings in accordance with the City's Municipal Civil Service Rules.

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.

**ARTICLE 43**  
**PERSONAL LEAVE**

**Section 1. Amount.** Each employee shall be eligible to schedule two (2) personal days of leave with pay (between July 1 and June 30), deducted from the employee's sick leave. These days shall not count against the employee for purposes of non-use of sick leave bonus.

**Section 2. Scheduling.** The permission for said personal days with pay shall be obtained in advance from the head of the department, or in accordance with established departmental rules. The employee shall suffer no penalty if he or she properly obtains these days. These days shall not be accumulated.

**ARTICLE 44**  
**JURY DUTY LEAVE**

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

**Section 2. Dismissal/Release from Jury Service.** In the event that an employee reports for jury duty and is dismissed, or when released, he shall return to work or report for his regular shift on that day as follows:

First shift and Second shift - when three (3) or more hours of the employee's scheduled work day remain

Third shift - when released prior to 12:00 p.m. (noon)

Otherwise, the employee shall report on the next scheduled work day.

An employee who fails to properly return/report to work may be subject to discipline.

**ARTICLE 45**  
**LEAVE WITHOUT PAY**

**Section 1. Leave without Pay.** Subject to the operational needs of the City, the Employer may grant a leave of absence without pay to an employee, not to exceed six (6) months. An employee must request, in writing, all leaves of absence without pay. Such requests should be made to the employee's department head and must be approved by the appointing authority. The request shall state reasons for taking leave of absence without pay and the dates for which such leave is being requested.

**Section 2. Educational/Training Leave.** Subject to the operational needs of the City, a leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education or training which would be of benefit to the City, or for voluntary service in any governmental sponsored program of public betterment. Renewal or extension may be granted to a maximum of two (2) years.

**Section 3. Failure to Utilize Leave for Requested Purpose.** If it is found that a leave of absence without pay is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee and the Union. The employee may be disciplined up to and including discharge.

**Section 4. Failure to Return.** An employee who fails to return to duty within three (3) working days of the completion or a cancellation of a leave of absence without pay, without explanation to the Employer or his representative, may be disciplined up to and including discharge. An employee who fails to return to service from a leave of absence without pay may be disciplined up to and including discharge.

**Section 5. Return to Service.** Upon completion of a leave of absence without pay under this article, the employee shall be returned to the same or similar position within the employee's former classification if there is a vacancy and the City desires to fill that vacancy. If the employee's former classification no longer exists, the employee shall be assigned to a position in a classification similar to that formerly occupied if there is a vacancy and the City desires to fill that vacancy. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the City.

An employee who has his/her job abolished while on a leave of absence shall have the right to "bump" as provided in the layoff article of this contract on return from said leave so long as all other provisions of this article have been adhered to by the employee. As far as reasonably possible employees returning from leave who have not had their jobs abolished may be returned to that same position.

**Section 6. Service Credit.** Authorized leaves of absence without pay will count as service credit for layoff purposes, provided the employee is properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

## **ARTICLE 46** **UNION LEAVE**

**Section 1.** The President and Vice President of Local 2312 shall be authorized up to five (5) days of authorized leave per year for the purpose of Union educational classes. The Union shall reimburse the City at the individual's current rate of pay for such leave usage. This reimbursement shall maintain the benefit levels of all individuals who use the leave in this manner.

**ARTICLE 47**  
**PART-TIME EMPLOYEE BENEFITS**

**Section 1. Part-Time Defined.** “Part-time” for purposes of this provision shall mean an employee who is regularly scheduled for at least sixteen (16) hours per week but less than forty (40) hours. Seasonal, casual, and external interim employees shall not be considered “part-time” and shall not be entitled to benefits. Part-time employees do not change status merely because they may actually work forty (40) or more hours on an intermittent basis.

**Section 2. Benefits.** The applicability of benefits for part-time employees is different than for full-time employees as follows:

<b><u>Benefit</u></b>	<b><u>How Treated (Applicability)</u></b>
Insurance Benefits	None
Opt out of Health Insurance	N/A
AFSCME Care Plan	Yes
Holidays	No additional pay for holiday; time and one-half premium pay if actually worked
Vacation	None—service credit if moved to full-time (each 520 completed hours equals 1/4 year of credit; 2080 hours equals 1 year of service)
Sick Leave Provisions	Sick leave accrual, pro-rated
Injured on Duty	N/A
Bereavement Leave	N/A
Leave Without Pay	N/A
Longevity	None—service credit if move to full-time
Shift Differential	Yes
Promotions	Yes—for full-time positions within bargaining unit
Grievance	Yes—upon completion of probation
Probationary Period	Yes – 720 hours
Random Drug and Alcohol	Yes
Seniority	Yes—1/4 year for each 520 hours worked; 2080 hours equals 1 year of service
Uniform Allowance	Yes—prorated if required
Call-Out Pay	No

**ARTICLE 48**  
**POLICE DEPARTMENT WORK**

**Section 1.** Police Officers and other non-bargaining personnel will refrain from performing work done by bargaining unit personnel in the Police Department.

**ARTICLE 49**  
**POLICE CLERKS**

**Section 1. Change Days.** Police Clerks who work sixteen (16) hours in a twenty-four (24) hour period, due to a shift change, shall receive compensation in such manner as received by Police Officers.

**Section 2. Accumulated Time.** Employees in the classification of Police Clerk 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 (based upon hours actually worked times time and one-half [1 1/2]). Each eligible employee may accrue a maximum of one hundred twenty (120) hours of compensatory time. Employees must request to take compensatory time off in accordance with the procedures outlined in the Youngstown Police Department General Orders Manual. Accumulated compensatory time may be taken by the employee at the discretion of and with the approval of the department head, and shall in no event unduly disrupt scheduling or maintaining operations.

Department heads in other departments (other than Police) may establish departmental procedures for accumulated time consistent with the parameters set forth above, except that employees cannot exceed a balance of twenty (20) hours of accumulated time at any given time.

**Section 3. Cross-Training.** All Desk Clerks and New Hire Police Clerks will be cross-trained and certified as Index Operators.

**ARTICLE 50**  
**EMERGENCY CLOSURE OF CITY FACILITIES**

**Section 1.** When City Hall and other City buildings are closed by order of the Mayor, employees not working because of scheduled vacation, scheduled accumulated time, or continuing sick leave will be charged for the leave regardless of the declared emergency. If the usage of vacation, accumulated time or sick leave ends prior to the end of the declared emergency, no vacation, accumulated time or sick leave time shall be charged for the remainder of the emergency. Employees not scheduled for paid time off when a closure occurs and who are released from work early or advised not to report work, shall not be docked in pay.

**Section 2.** In the event of an emergency closure of City Hall, any employee required to remain on duty during regular City Hall business hours will be granted regular pay for actual hours worked.

**ARTICLE 51**  
**PERSONNEL FILE**

**Section 1.** The City may compile and maintain an official personnel file for each employee. This file shall be maintained in appropriate City department(s) or division(s) as designated by the Employer. The personnel file of each employee shall contain the name, address, social security number and other identifying information as to the employee.

**Section 2. Access.** Each employee shall have the right to inspect his or her file at any reasonable time. The employee shall not remove any document from said file. Portions of the file that are not

a public record shall be accessible to the legal representative of the employee or through an authorized representative of the Union, but only if this access is approved in writing by the employee to the department head.

**Section 3. Clarification.** If an employee disputes the accuracy of any of the documentation contained in the personnel file, he may enter a statement into the file in order to clarify the documentation. This statement shall not be derogatory or inflammatory in nature, and after inspection by the Employer's representative, will be appended to the material at which it is directed.

**Section 4. Notification of Employment Information Change/Status**

A. **Contact Information.** All bargaining unit members are required to ensure that all of their 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.

B. **Dependent Status Information Reporting.** All bargaining unit members are required to provide notification to the City, within two (2) weeks 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 or any other statutorily plan-authorized age limitation.
5. 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 D would still apply.

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

D. **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.

- E. 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 52**

### **HEALTH AND SAFETY**

**Section 1.** The City agrees to provide a safe and healthy work environment. Any failure by the City to do so will be subject to the grievance procedure. Prior to initiating a grievance, however, the matter shall be referred to the labor management committee for discussion.

**Section 2. Equipment, Vehicles, and Tools.** The City agrees to furnish, and to maintain in safe working condition, all tools, vehicles, and equipment required to safely carry out the performance of job duties of all Union members.

**Section 3. Reporting Required.** All members 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 4. Labor Management Committee.** Safety concerns shall be an appropriate topic for labor/management meetings and/or review by the Safety Committee.

**Section 5. Vaccinations/Screenings.** The Employer shall provide Hepatitis B vaccine inoculations and screenings to any bargaining unit employee. This program will be administered through the Youngstown Health District.

**ARTICLE 53**  
**DRUG/ALCOHOL TESTING PROGRAM**

**Section 1.** The drug/alcohol testing program shall be attached as an addendum to this agreement as Appendix C. The Union and City agree that all employees of the City shall be subject to drug and alcohol testing as outlined in Appendix C. The Union and the City agree that all bargaining unit employees whose duties require a CDL license shall be subject to drug and alcohol testing as outlined in Appendix C.

**ARTICLE 54**  
**LABOR MANAGEMENT MEETINGS**

**Section 1. Composition/Meetings.** In the interest of sound Labor-Management relations, the Union and the Employer create a labor management committee consisting of no more than three (3) representatives of the Union and three (3) representatives of the Employer. The committee shall meet quarterly, or upon the request of either party. Bargaining unit members attending labor management meetings shall suffer no loss in straight time pay.

**Section 2. Purpose.** The purpose of such meetings shall be to:

1. Discuss the administration of this contract;
2. Notify the Union of changes made by the Employer which may affect bargaining unit members;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
6. Discuss ways to improve efficiency and work performance; and
7. Consider and discuss health and safety matters;
8. Training, educational and development opportunities.

**Section 3. Agenda.** 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.

**ARTICLE 55**  
**SEVERABILITY AND 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 the applicable law. If any provision or part of this contract is found to be contrary to law, illegal by a court having jurisdiction and authority to make

that decision, that provision, article, or part of this contract so held to be illegal shall alone be 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 is found by the proper court to be contrary to law, the City and the Union shall meet within fourteen (14) days of the decision to discuss whether a lawful alternative provision can be agreed upon. In the event that no decision can be reached, either party may execute a notice to negotiate over the invalidated language.

**ARTICLE 56**  
**AFSCME CARE PLAN**

**Section 1. AFSCME Health and Welfare Fund.** The City will provide the amount of fifty-five dollars and seventy-five cents (\$55.75) per month per bargaining unit employee to the Ohio AFSCME Care Plan for expanded health coverage in the areas of life insurance coverage, drug coverage, hearing aid coverage, vision care coverage and Dental Level II. It is specifically noted that the provision of these benefits is through the Ohio AFSCME Care Plan and the City's obligation is limited to the payment of fifty-five dollars and seventy-five cents (\$55.75) per month per bargaining unit employee to the Ohio AFSCME Care Plan.

**ARTICLE 57**  
**TERMINATION OF CONTRACT**

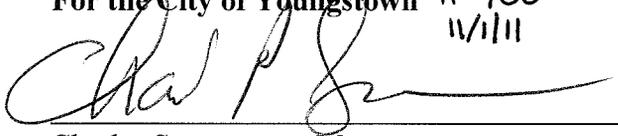
This contract shall become effective upon ratification by both parties ( September 21, 2011), and remain in full force and effect until through June 30, 2014.

**SIGNATURE PAGE**

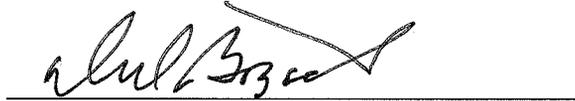
IN WITNESS WHEREOF, the parties hereto have set their hands this 1<sup>st</sup> day of November, 2011.

**For the City of Youngstown**

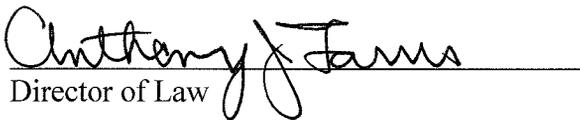
11-700  
11/1/11



Charles Sammarone, Mayor



David Bozanich, Director of Finance



Director of Law

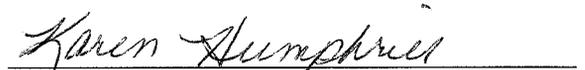


Sandy Conley, Chief Negotiator  
Clemans, Nelson, & Associates, Inc.

**For the Union**



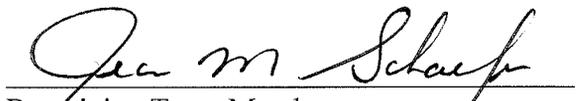
Deborah Bindas, Staff Representative



Karen Humphries, Local President



Bargaining Team Member



Bargaining Team Member

**APPROVED AS TO FORM**



Anthony Farris, Director of Law

**APPENDIX A**  
**GRIEVANCE FORM**

NO. \_\_\_\_\_  
STEP \_\_\_\_\_

UNION \_\_\_\_\_  
DEPARTMENT AND/OR DIVISION \_\_\_\_\_  
DATE FILED \_\_\_\_\_

DATE RECEIVED BY THE CITY OF YOUNGSTOWN \_\_\_\_\_  
NAME OF PERSON RECEIVING SAME \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_  
POSITION HELD \_\_\_\_\_  
CURRENT ASSIGNMENT \_\_\_\_\_

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

DESCRIPTION OF GRIEVANCE, INCLUDING DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY DESIRED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
GRIEVANT

DATE \_\_\_\_\_

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

**APPENDIX A (Continued)**  
**CITY OF YOUNGSTOWN RESPONSE TO GRIEVANCE**

**(STEP 1 RESPONSE FORM)**

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 A (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 A (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 B**  
**POSITIONS INCLUDED WITHIN THE BARGAINING UNIT**

Civil Service Commission	8121	Secretary Office Assistant
Civil Service Commission	9991	Clerk Typist
Community Development Agency	4090	Contract Compl Spec
Community Development Agency	4071	Environmental Analyst Specialist/Compliance Officer
Community Development Agency	4086	Estimator/Housing Coordinator
Community Development Agency	4315	Financial Assistant
Community Development Agency	4463	Fiscal Officer 1
Community Development Agency	4910	Housing Advisor
Community Development Agency	4925	Housing Finance Specialist
Community Development Agency	4936	Housing Rehabilitation Inspector
Community Development Agency	5060	Community Assistant Specialist
Community Development Agency	8100	Secretary
Community Development Agency	8190	Secretary-Implementation/Coordinator
Community Development Agency	6515	Supv. Monitoring Compl
Finance Department	0016	Account Clerk
Finance Department	1300	Accounting Coordinator
Finance Department	7620	Auditor 2
Finance Department	9995	Senior Clerk Step I
Finance Department	9999	Senior Clerk
Finance Department	2678	Compliance Auditor
Finance Department	2680	Computer Operator 1
Finance Department	2699	Computer Operator 3
Finance Department	2700	Computer Operator 2
Finance Department	8380	Senior Clerk
Finance Department	8713	Data Processing Aide
Finance Department	3200	Data Processing Clerk 1
Finance Department	3220	Data Processing Clerk 2
Finance Department	4720	General Utility Clerk
Finance Department	4721	General Utility Clerk
Finance Department	5240	Accounts Payable Coordinator
Finance Department	5620	Lead Programmer
Finance Department	9820	Payroll Coordinator
Finance Department	9250	Tax Specialist
Finance Department	7600	Programmer 1
Finance Department	7599	Programmer 2
Finance Department	8890	Seasonal

**APPENDIX B (Continued)**  
**POSITIONS INCLUDED WITHIN THE BARGAINING UNIT**

Finance Department	9065	Supervisor of Operations and Data
Finance Department	1640	Teller
Fire Department	0801	Assistant Mechanic Part-Time
Fire Department	9999	Clerk Stenographer
Fire Department	6140	Mechanic
Fire Department	2421	Clerk Part-Time
Health Department	0216	AIDS Educator
Health Department	0217	AIDS Fiscal Secretary
Health Department	0230	Air Poll. Staff Engineer
Health Department	0260	Air Poll. Control Field Technician
Health Department	0245	Air Poll. Control Insp. 2
Health Department	0250	Air Poll. Inspector City
Health Department	0255	Air Poll. Control Technician 1
Health Department	0258	Air Poll. Control Technician 2
Health Department	0680	Asst. Food Inspector
Health Department	2425	Clerk Courier
Health Department	9988	Clerk Typist (Part-Time)
Health Department	9989	Clerk Typist 1
Health Department	9991	Clerk Typist 2
Health Department	9992	Clerk Typist 3
Health Department	9993	Clerk Typist 4
Health Department	9994	Clerk Typist 5
Health Department	2615	Clinical Lab Tech (Part Time)
Health Department	3824	Educator Aide
Health Department	3823	Educator Aides
Health Department	4740	General Utility Clerk
Health Department	4860	Health Educator
Health Department	5710	Litter Control Technicians
Health Department	6542	Nursing Clerk-Immun. Program
Health Department	6543	Nursing Clerk—Part-Time
Health Department	6565	Nursing Assistant State Funded
Health Department	6566	Nursing Asst. Child Health Serv. Program
Health Department	8063	Public Health Sanitarian 1
Health Department	8064	Public Health Sanitarian 2
Health Department	8065	Public Health Sanitarian 2

**APPENDIX B (Continued)**  
**POSITIONS INCLUDED WITHIN THE BARGAINING UNIT**

Health Department	8180	Secretary Air Pollution
Health Department	8200	Secretary Bookkeeper
Law Department	7950	Risk Management Clerk
Law Department	5082	Investigator – Affirmative Action
Mayor's Department	4961	Secretary Human Relations Commission
Park Department	5365	Laborer
Park Department	9690	Watchman
Planning Department	1140	Associate Planner 1
Planning Department	1160	Associate Planner 2
Planning Department	1200	Associate Planner 4
Planning Department	3805	Draftsman 1
Planning Department	3810	Draftsman 2
Planning Department	5300	Junior Planner
Planning Department	8100	Secretary
Planning Department	8680	Staff Assistant 1
Planning Department	9800	Zoning Specialist
Police Department	0800	Assistant Mechanic
Police Department	3130	Crime Scene Lab Technician
Police Department	4820	Greaser
Police Department	6160	Mechanic
Police Department	7330	Police Clerk First Year
Police Department	7331	Police Clerk Second Year
Police Department	7332	Police Clerk Third Year
Police Department	7333	Police Clerk Fourth Year
Police Department	7336	Police Data Clerk
Police Department	7339	Police Personnel Clerk
Police Department	9281	Terminal Agency Coordinator
Police Department	9987	Part-Time Police Clerk
Police Department	9994	Police Clerk 4 <sup>th</sup> Year
Public Works Department	0020	Account Clerk
Public Works Department	0900	Assistant Secretary
Public Works Department	1100	Assistant Utility Man

**APPENDIX B (Continued)**  
**POSITIONS INCLUDED WITHIN THE BARGAINING UNIT**

Public Works Department	1750	Carpenter
Public Works Department	2000	Chief Engineering Clerk
Public Works Department	9260	Telephone Operator
Public Works Department	9270	Chief Telephone Operator
Public Works Department	2320	Chief Utility Man
Public Works Department	2440	Clerk and Relief Telephone Operator
Public Works Department	2528	Clerk Receptionist
Public Works Department	9991	Clerk Typist 2
Public Works Department	2663	Communication Systems Technician
Public Works Department	3780	Draftsman Class 1
Public Works Department	3800	Draftsman Class 2
Public Works Department	3865	Electrician
Public Works Department	3920	Engineer Class 1
Public Works Department	3940	Engineer Class 2
Public Works Department	3942	Engineer Class 2 – Seasonal
Public Works Department	4060	Engineering Clerk 2
Public Works Department	4062	Engineering Technician 1
Public Works Department	4064	Engineering Technician 2
Public Works Department	4066	Engineering Technician 3
Public Works Department	4068	Engineering Technician 4
Public Works Department	4630	General Clerk
Public Works Department	4750	General Utility Clerk
Public Works Department	4881	Heating Specialist Part Time
Public Works Department	4910	Housing Advisor
Public Works Department	4900	Housing Specialist
Public Works Department	4930	Housing and Demo Specialist
Public Works Department	4931	Housing & Demolition Insp. Enforcement Officer
Public Works Department	5355	Laborer
Public Works Department	7841	Rehab. Assistant 1
Public Works Department	7900	Reproduction Aide
Public Works Department	7920	Reproduction Clerk
Public Works Department	8100	Secretary
Public Works Department	8980	Supervisor of Records and Reproduction
Public Works Department	9280	Telephone Operator
Public Works Department Traffic Sign	5350	Laborer Part Time
Public Works Department Traffic Sign	5700	Lineman

**APPENDIX B (Continued)**  
**POSITIONS INCLUDED WITHIN THE BARGAINING UNIT**

Public Works Department Traffic Sign	5820	Maintenance and Equipment Operator
Public Works Department Traffic Sign	5840	Maintenance/Equipment Operator Helper
Public Works Department Traffic Sign	8560	Sign Painter
Public Works Department Traffic Sign	6263	Mechanic/Utility Person
Public Works Department Traffic Sign	6264	Mechanic/Utility Person I

**APPENDIX C**  
**CITY OF YOUNGSTOWN**  
**DRUG AND ALCOHOL TESTING PROGRAM**

A. Purpose: Notice

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

B. Definitions

1. "Employee" means all personnel employed by the City. "Safety-sensitive Employee" means those personnel occupying positions where the essential functions of the position involve the discharge of duties fraught with risks of injury to others such that a momentary lapse of attention can have disastrous consequences.
2. "Safety sensitive functions" means all time an employee is at work or required to be in readiness for work.
3. "Reasonable suspicion" means an apparent state of facts, circumstances or information which exists from an inquiry by the supervisor or from a creditable source which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

C. General Rules

1. Employees shall not take any narcotics or dangerous substances unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside City employment, shall not be tolerated.

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

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

Pre-Employment Testing

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

Reasonable Suspicion Testing

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

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

Post-Accident Testing

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

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

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

Random Testing

Up to five percent (5%) of all safety-sensitive employees may be randomly tested for alcohol per year and twenty percent (20%) may be randomly tested for drugs per year. All safety-sensitive employees will be included in a computer-based random selection pool and names of employees selected for testing shall be returned to the random pool after testing to insure that each employee's chances of being selected are the same.

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

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

supervisor arrives to drive the employee home. The employee shall be responsible to make arrangements for his vehicle left at work or the testing site.

Drug Testing Procedure

Drug testing shall be by urinalysis for the presence of metabolites of cannabinoids (marijuana), cocaine, opiates, amphetamines, methamphetamine, oxycodone (oxycotin), propoxyphene, benzodiazepines, barbiturates, methylenedioxymethyl amphetamine (Ecstasy) and phencyclidine;) (PCP). A “split sample” method of collection will be used. The primary specimen shall be subject to an instant testing method. The foregoing drugs test positive at the following thresholds:

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

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

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

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

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.

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 and subject him to discipline under part (C) of the Discipline Section of this program. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result.

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

**Required Evaluation and Treatment**

No covered employee 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.

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

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.

Discipline

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

Costs

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

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

**APPENDIX C**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

Purpose

In order to comply with federal requirements of the Omnibus Transportation Employee Testing Act of 1991, the City of Youngstown will require drug and alcohol testing of all hourly or salary employees who have a commercial driver's license and drive commercial vehicles as part of their job duties (covered employees).

The following policies and procedures shall be kept available by the City Risk Management department for any employee or employee organization representative wishing to obtain a copy. Driver-employees should direct questions about these materials to Iris Guglucello, Deputy Law Director, Law Department, Fourth Floor, City Hall.

The following policies and procedures conform to the requirements of the Federal Code of Regulations, Title 49, Sections 382.103, et seq. and 40.01, et seq. Highlighted sections are additional policies of the City of Youngstown based on the City's exclusive right to manage and control its work force.

Information concerning the effects of drug and alcohol use, the signs and symptoms of alcohol or drug abuse, and available method of intervention is provided with these policies.

Covered Employee's Notice Obligations

Covered employees must notify their supervisor in writing on a form provided by the City of the following:

1. A conviction for violation of a state or local law relating to motor vehicle traffic control (excluding parking violations). Notification must be within thirty (30) days of conviction.
2. Suspension or revocation of any driving privileges (before end of business day following receipt of notification).

The following acts are prohibited:

1. The use of alcohol or any controlled substance while performing safety-sensitive functions;
2. The performance of any safety-sensitive duty within four (4) hours after the consumption of alcohol or with BAC between 0.02 to 0.0399;
3. The refusal to take an alcohol or drug test;

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

4. Reporting or remaining on duty after a positive alcohol (0.04 IBAC or greater) or drug test;
5. The consumption of any alcohol within eight (8) hours of an accident by any employee subject to a post-accident test.

NOTE: Employees who test between 0.02 and 0.0399 BAC must be removed from safety-sensitive duties and cannot return to such duties until twenty-four (24) hours have elapsed, or until a re-test for alcohol is less than 0.02.

Safety-sensitive functions include:

1. All time a covered employee is at work or required to be in readiness for work.
2. All time spent aboard, servicing or driving a commercial motor vehicle or waiting to be dispatched.
3. All time spent repairing, loading or unloading a commercial vehicle or supervising same.

Pre-Employment Testing

All applicants the City intends to hire whose duties will include operation of a commercial vehicle and safety sensitive functions will be subject to a urine test for drugs. This includes testing of individuals already employed by the City transferring to commercial driver and safety sensitive positions.

Reasonable Suspicion Testing

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 and may be accompanied by a Union representative upon request.

Post-Accident Testing

Will occur in three situations:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which the driver is cited and off-site medical treatment for anyone is required.

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

Employees must immediately notify the City about the accident, remain available for drug and alcohol testing and not consume any alcohol for eight (8) hours after the accident, or until an alcohol test has been administered. See instructions for post-accident procedure attached.

**Random Testing**

Ten percent (10%) of all covered employees must be randomly tested for alcohol per year and fifty percent (50%) must be randomly tested for drugs per year.

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

**Transportation to Testing Site**

Unless otherwise provided in an applicable collective bargaining agreement or the employee lacks transportation, the City is not obligated to provide transportation to the testing site for a random drug or alcohol test. Use of a City vehicle, if available, shall be at the discretion of the employee's supervisor. Employees shall be reimbursed mileage for use of their own vehicle upon submission of a proper request.

**Return to Duty Testing and Follow-Up Testing**

Any employee who has violated any of the Act's alcohol/drug misuse rules must be evaluated, treated (when indicated), must successfully complete treatment and be given a return to duty test with passing results as a condition for resuming safety sensitive functions. The alcohol test result must be less than 0.02 BAC, and the controlled substance test must be negative. After required treatment and/or return to duty, the employee will be subject to a minimum of six (6) unannounced follow-up tests during the first twelve months and up to 60 months as determined by the substance abuse professional (SAP).

**Alcohol Testing Procedures**

Alcohol tests shall be by breathalyzer (EBT) administered by a certified Breath Alcohol Technician (BAT).

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.

The EBTs used shall generate results on forms prescribed under 49 CFR, Part 40, which identify the employee by a unique number and identify the EBT used. A copy of the result will be provided to the employee.

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

A confirmation test will be required of any result showing an alcohol concentration level of 0.02 or greater. Positive test results shall be immediately transmitted to an employer representative in a confidential manner.

An employee testing 0.02 or above shall not operate a City vehicle and shall be removed from duty for no less than twenty-four (24) hours. If the employee 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 marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). A "split sample" method of collection will be used.

In the event that the primary specimen tests positive, a confirmatory test will be performed. An employee may request a re-test within 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 prescribed by 49 CFR, Part 40. 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, 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.

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

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

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.

**Refusals 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/she has properly followed said rehabilitation program; and, after a determination that he/she has successfully complied with an education and/or treatment program, must pass a return to duty alcohol or drug test.

**Discipline**

The following discipline shall apply to violation of this policy.

Except where a specific labor contract provides otherwise, covered employees who have tested positive for the first time with no other disciplinable offenses, shall be subject to disciplinary

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

action not to exceed thirty (30) days suspension for a first offense, so long as the employee enters and successfully completes the rehabilitation program recommended by a Substance Abuse Professional.

A covered employee who has not been certified by a SAP as having successfully complied with an education or treatment program and/or has not tested negative on a return to work test shall not return to safety-sensitive functions but may return to work at non safety-sensitive functions if, in the discretion of the department management, such non-safety-sensitive functions are available; and after completion of any disciplinary suspension.

A covered employee who tests positive, for a second time, on an above-defined drug and alcohol test, will be subject to immediate termination.

Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a Substance Abuse Professional recommended program will subject a covered employee to immediate termination.

Costs

The cost of a SAP assessment and all confirmatory, back to work, or follow-up drug or alcohol testing required to be done after an initial drug or alcohol test with positive results, will be borne by the employer.

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.

Post Accident Procedure

If you are involved in a motor vehicle accident while driving a commercial vehicle, YOU MUST do the following:

1. Notify a department supervisor immediately or, if you cannot, have safety or ambulance personnel notify your supervisor as soon as practicable.
2. Do not consume any alcohol for at least eight (8) hours after the accident.
3. If you do not require off-site medical treatment, BUT

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

- Somebody died as a result of the accident, or
- You are cited for a traffic violation and someone was taken from the scene for medical treatment, or
- You are cited AND there was disabling damage to any vehicle which required towing.

YOU MUST:

- within two (2) hours of the accident (within 8 hours if not possible within 2) report to WorkMed at 6426 Market Street, Youngstown, Ohio, 44512, or after 4:30 p.m. to Beeghly Medical Park Emergency at 6505 Market Street, Youngstown, Ohio, for drug and alcohol tests.
4. Advise the personnel at WorkMed or Beeghly that:
- You are employed by the City of Youngstown as a CDL driver,
  - You had an accident while driving a commercial vehicle,
  - The time of the accident and that you need DOT drug and alcohol screens done.
5. If you are injured, but conscious, and removed from the scene for treatment, AND THE CIRCUMSTANCES LISTED IN NUMBER 3 ABOVE APPLY, YOU MUST:
- Notify ambulance or hospital personnel that you must have drug and alcohol tests administered,
  - Give your consent to drug and alcohol tests.

**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

TO: \_\_\_\_\_  
CDL Employee

You have been randomly selected to undergo a DOT drug or alcohol screening.

Please report directly to WorkMed, located at 6426 Market Street, Youngstown, Ohio, or after 4:30 p.m., to Beeghly Medical Park Emergency at 6505 Market Street, Youngstown, Ohio, for a \_\_\_\_\_ test at \_\_\_\_\_ a.m./p.m. today. Be prepared to present photo ID (your CDL license).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

Acknowledgment of Receipt:

\_\_\_\_\_  
Employee Signature



**APPENDIX C (Continued)**  
**CDL DRUG AND ALCOHOL TESTING**  
**POLICY FOR CDL LICENSEES**

Acknowledgment Of Receipt Of  
Drug And Alcohol Testing Policies And Procedures  
For CDL Licensees

I hereby acknowledge that I have received a copy of the City of Youngstown Drug and Alcohol Testing Policies and Procedures for CDL Licensees on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

**APPENDIX D****2011-2014**

<b>Position Number</b>	<b>Classification Title</b>	<b>Wage Rate</b>
16	Account Clerk	\$15.8530
16	Account Clerk 1	\$12.5923
16	Account Clerk 2	\$12.0564
0020	Account Clerk	\$15.2202
1300	Accounting Coordinator	\$20.0533
150	Administrative Assistant No. H.C.	\$17.6371
216	AIDS Educator	\$17.3579
217	AIDS Fiscal Secretary	\$17.3579
245	Air Pollution Inspector II	\$19.2144
0246	Air Pollution Control Public Health	\$22.0961
255	Air Pollution Control Technician I	\$17.6969
258	Air Pollution Control Technician II	\$19.3920
260	Air Pollution Control Field Tech.	\$21.6964
390	Assistant Bond Retirement Admin.	\$16.1870
540	Assistant Dairy Inspector	\$26.6438
800	Assistant Mechanic	\$17.6371
900	Assistant Secretary	\$15.7038
1100	Assistant Utility Man	\$17.6371
1300	Auditor	\$19.2801
1640	Teller	\$17.1536
9270	Chief Telephone Operator	\$15.2202
2320	Chief Utility Man	\$22.5685
9999	Clerk Stenographer	\$16.4256
9988	Clerk Typist Part-time	\$14.3005
9989	Clerk Typist 1	\$14.4469
9991	Clerk Typist 2	\$14.4469
9994	Clerk Typist 5	\$15.4914
9994	Clerk Typist 5	\$15.9750
2425	Clerk/Courier	\$15.2202
2615	Clinical Lab Technician	\$20.0699
2663	Communications Systems Tech	\$19.8830
2671	Community Participation Spec	\$24.5963
2678	Compliance Officer	\$22.5133

**APPENDIX D (CONTINUED)**

<b>Position Number</b>	<b>Classification Title</b>	<b>Wage Rate</b>
2680	Computer Operator 1	\$17.1536
2699	Computer Operator 3	\$20.4856
2700	Computer Operator 2	\$18.8195
4090	Contract Compliance Specialist	\$18.7968
3130	Crime Scene Lab Technician	\$16.7882
3200	Data Processing Clerk 1	\$14.4469
3220	Data Processing Clerk 2	\$15.2202
3780	Draftsman Class 1	\$18.7968
3824	Educator Aide	\$20.1344
3823	Educator Aides	\$17.9862
3920	Engineer	\$22.8564
3920	Engineer Class 1	\$21.0197
3942	Engineer Class 2 Seas.	\$21.6432
3960	Engineering Aide	\$20.0533
4060	Engineering Clerk 2	\$18.1204
4068	Engineering Technician IV	\$20.0533
4071	Environ. Analyst/Compl. Offc.	\$17.2272
4086	Estimator/Housing Coordinator	\$22.8564
4315	Financial Assistant	\$19.2801
4630	General Clerk	\$17.1536
4750	General Utility Clerk	\$15.2202
4720	General Utility Clerk	\$15.2202
4721	General Utility Clerk	\$15.2201
4740	General Utility Clerk	\$15.8983
4820	Greaser	\$17.6371
4860	Health Educator	\$20.0533
4881	Heating Specialist Part-time	\$24.4397
4930	Housing/ Demolition Specialist	\$18.1204
4931	Housing/Demo. Insp. Enf. Offc.	\$19.8804
4925	Housing/Finance Specialist	\$26.2396
4936	Housing Rehabilitation Inspector	\$18.1204
5060	Community Asst. Spec.	\$16.9079
5240	Accts. Pay. Coord.	\$20.0533

**APPENDIX D (CONTINUED)**

<b>Position Number</b>	<b>Classification Title</b>	<b>Wage Rate</b>
5365	Laborer-Parks	\$15.2202
5365	2 Years	\$13.6982
5365	1 year	\$12.1762
5365	New Hire	\$11.4152
5355	Laborer	\$13.1188
5350	Laborer-Part Time	\$10.2521
5620	Lead Programmer	\$20.6334
5700	Lineman	\$18.7968
5710	Litter Control Technician	\$17.1536
5840	Maintenance and Equipment Helper	\$17.1536
5820	Maintenance and Equipment Op	\$18.1204
6140	Mechanic	\$18.7968
6160	Mechanic	\$18.7968
6263	Mechanic Utility Person	\$17.1536
6264	Mechanic Utility Person I	\$18.7968
6565	Nursing Asst. State Funded	\$15.2202
6566	Nursing Asst. Child Health Svc.	\$15.2202
6542	Nursing Clerk Immun. Prog.	\$15.2202
6543	Nursing Clerk Part-time	\$15.2202
9820	Payroll Coordinator	\$20.0533
7330	Police Clerk First Year	\$14.4469
7331	Police Clerk Second Year	\$14.4469
7332	Police Clerk Third Year	\$15.2202
7333	Police Clerk Fourth Year	\$15.2202
9987	Police Clerk Part Time	\$14.0194
9994	Police Clerk Fourth Year	\$15.2202
7336	Police Data Clerk	\$16.9127
7339	Police Personnel Clerk	\$16.9833
7600	Programmer I	\$17.1536
7599	Programmer II	\$18.7968
7620	Project Accountant I/Auditor II	\$19.2801
7685	Project Coordinator	\$22.5662
8063	Public Health Sanitarian I	\$16.5380
8064	Public Health Sanitarian II	\$22.0961
7841	Rehabilitation Assistant I	\$22.5662

**APPENDIX D (CONTINUED)**

<b>Position Number</b>	<b>Classification Title</b>	<b>Wage Rate</b>
7950	Risk Management Clerk	\$15.2201
8100	Secretary	\$16.1870
8121	Secretary Office Assistant	\$18.1204
8180	Secretary Air Pollution	\$16.1679
4961	Secretary-HRC	\$17.1536
8200	Secretary Bookkeeper	\$17.1877
8380	Senior Clerk	\$19.1682
9995	Senior Clerk Step 1	\$14.4469
9999	Senior Clerk Step 5	\$15.2202
8560	Sign Painter	\$18.1204
8680	Staff Assistant 1	\$13.9715
8713	Data. Proc. Aide	\$14.4469
9065	Supervisor of Operations and Data	\$23.6309
9250	Tax Specialist	\$22.5133
9260	Telephone Operator	\$16.9833
9281	Terminal Agency Coordinator	\$16.2779
9690	Watchman	\$13.9642
9800	Zoning Specialist	\$20.0533

**APPENDIX E**  
**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 2009. Thereafter, the list will be updated in 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.

**APPENDIX F**  
**HEALTH PLAN COVERAGE AND BENEFIT LEVELS**

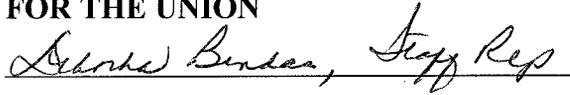
**SIDE LETTER #1**  
**SICK LEAVE SEVERANCE PAY**

Notwithstanding the sick leave severance criteria set forth in Article 35, Section 1, the parties agree that those employees that are members of the bargaining unit as of June 30, 2008, shall continue to be allowed to receive payment for thirty-five percent (35%) of the value of their accumulated sick leave and all accumulated unused vacation upon separation from City employment.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_

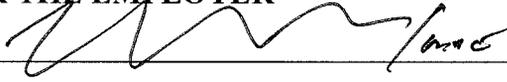
**Date Signed:** 10/27/2011

**SIDE LETTER #2**  
**HOLIDAY PAY ELIGIBILITY**

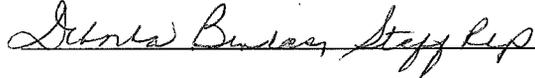
The parties agree that Article 39, Section 4, Holiday Pay Eligibility, will only be made under the following circumstances:

1. Documentation of a medical emergency in the form of an explanation of benefits (EOB) or other billing statement is submitted to the Department Head documenting that the employee or an immediate family member (spouse, child, stepchild, mother, father) was seen and treated at an emergency room or urgent care facility or was hospitalized on the date in question.
2. The employee is absent due to an FMLA qualifying reason and FMLA leave is approved.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_

**Date Signed:** 10/27/2011