

12-MED-11-1328

1523-07

K# 30822

AGREEMENT

BETWEEN THE

CITY OF YOUNGSTOWN

AND

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

LOCAL 377

2014 JUN 16 PM 2:43

RELATIONS BOARD

*CASE # 2012-MED-11-1328*

Effective March 1, 2013

through

February 29, 2016



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## PREAMBLE/PURPOSE

**Section 1. Parties.** This contract is between the City of Youngstown (hereinafter referred to as the "City" or "Employer") and the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers, Local 377 (hereinafter referred to as the "Union").

**Section 2. Purpose.** The purpose of the City of Youngstown and the International Brotherhood of Teamsters Local 377 in entering into this contract is to set forth their understanding as to mutually acceptable rates of pay, hours of work and other conditions of employment, including a means for equitable adjustment or settlement of alleged grievances.

**Section 3. Intent.** 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 level of employee performance consistent with safety, good health and sustained effort.

**Section 4. Implementation.** The parties agree that they shall obtain the necessary implementing legislation upon the execution of this agreement.

## ARTICLE 1 RECOGNITION

**Section 1. Recognition.** The City recognizes Teamsters Local 377 as the sole and exclusive collective bargaining agent for all employees in the street department and covered by this Agreement for the purposes of collective bargaining with respect to wages, hours of employment, and all other terms and conditions of employment.

**Section 2. Inclusion.** The provisions of this Agreement shall be applicable to all employees of the City Street Department occupying the classifications listed in Appendix A.

**Section 3. Exclusion.** All fiduciary, management, confidential, professional, supervisory, intermittent, temporary, seasonal, probationary, and employees in the classifications of General Foreman, Construction Foreman, Mechanic Foreman, Junior Systems Analyst, and Clerk/Timekeeper shall not be included in the bargaining unit. It is understood that litter control employees are not in this bargaining unit or covered by this Contract. Employees not specifically included in the bargaining unit are excluded.

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

**Section 1.** This contract, unless expressly stated to the contrary, it is mutually agreed, supersedes and cancels all other written contracts with the exception of local working conditions established by the respective department heads, 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, except as specifically provided for in Section 2, and concludes collective bargaining 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 or matter not removed by law from the area of collective bargaining and that the contract and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this document.

Therefore, the City and the union for the duration of this contract, 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 referred to or covered in this contract.

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

### **ARTICLE 3** **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, national ancestry, genetic information, military status, or disability as provided under state or federal law.

**Section 2.** There shall be no intimidation or coercion of employees into joining the 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.** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

### **ARTICLE 4** **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 employee shall participate in any such activities.

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

**ARTICLE 5**  
**UNION ACTIVITY**

**Section 1.** There shall be no Union activity on City time, except as provided for by this agreement and approved by the City or its designated representative. The parties agree that incidental conversations that do not interfere with the operations of the Employer shall not be considered a violation of this article.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

**ARTICLE 7**  
**UNION MEMBERSHIP, DUES DEDUCTION, AND FAIR SHARE FEE**

**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. Check Off.** The City agrees to deduct monthly dues and/or back dues amounts, assessments and initiation fees as designated by the Union in writing. This is to include the

uniformly required membership dues of the Union and the same as to authorized assessments of the Union. The deductions by the City are to be made on the authority of signed check-off cards. These cards are to be signed by each member. The individual Union shall defend and indemnify the City against any claims or demands against it arising out of the above deductions.

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

**Section 4. Fair Share Fee Deduction Procedure.** All covered employees in the bargaining unit who sixty (60) days after the date of their hire are not dues paying members of the shall pursuant to law 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, in writing.

The deduction of the fair share fee from the earnings of the covered employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee amount shall be made in accordance with the information, in writing, given to the City as to the amount designated to be paid by the employees who are subject to paying the fair share fee under this contract. All disputes concerning the amount of the 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. In doing this the employees will be advised of the procedure or procedures that provide for a rebate of expenditures that are used in support of partisan politics or ideological causes not germane to the work of the employee organization in its collective bargaining with the City.

The Union shall defend and indemnify the City against any and all claims and demands against it arising out of the fair share fee deduction procedures.

## **ARTICLE 8** **WORK RULES**

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

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

**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. Should the Union or an employee believe that a new or revised work rule, regulation, policy or procedure is unreasonable or violates the parties' Agreement, they may file a grievance.

## **ARTICLE 9** **DISCIPLINE**

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

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

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

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

**Section 3.** Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of conduct, and shall normally begin with a letter of instruction and cautioning and/or a written reprimand.

**Section 4.** 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 not sooner than twenty-four (24) hours nor later than seventy-two (72) hours, between management and the employee.

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

**Section 5.** Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

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

Letters of Instruction and Cautioning	six (6) months
Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' Drug and Alcohol Testing policies are not subject to the provisions listed above and shall be considered in all future discipline, for a period of ten (10) years.

**Section 7. Expired Disciplinary Records.** The parties agree that records of discipline that are no longer active, according to the schedule set forth above, shall be removed from the employee's active personnel file and placed in a separate inactive file. Inactive disciplinary records shall not be used in evaluating the level of discipline to be issued to bargaining unit members.

**ARTICLE 10**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1. Definition.** A grievance is any involving the interpretation or application of this collective bargaining Contract.

**Section 2. Designated Stewards.** The Union shall identify in writing to the Mayor/Designee those persons who are authorized by the Union to process grievances (i.e., stewards). 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 steward or business agent.

**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 the Union's grievance forms that appear in Appendix D of this Agreement. Grievances must be started within fourteen (14) 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.

**Section 4. Procedure.**

**Step 1. Department Head/Designee.** Within fourteen (14) days of the grievant having knowledge of the event on which the grievance is based, but not later than thirty (30) days after the actual date of the occurrence initiating the grievance, the employee may request that the Union submit the grievance, in writing, to the head of the department or his authorized representative.

All documents to be considered in Step 2 must be dated, signed by the employee and copies presented to the Mayor/Designee in the Law Department prior to the step 2 meeting.

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

If the employee/Union is not satisfied with the decision of the department head/designee, within ten (10) calendar days of the decision, the Union may process the grievance to Step 2.

**Step 2. Mayor/Designee.** Upon receipt of the Step 1 appeal, the City's representative shall either grant the remedy requested by the employee, deny the grievance, or hold a meeting to evaluate the grievance. If a meeting is held, within seven (7) calendar days of this meeting, the Mayor/Designee shall issue a written decision and transmit a copy of same to the Union and the affected employee.

**Step 3. Arbitration.** Within thirty (30) calendar days after the decision of the City's representative, 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 5. Selection of the Arbitrator.** Within ten (10) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the Union may request a panel of seven (7) Ohio resident, National Academy certified arbitrators from the American Arbitration Association (AAA). Once AAA 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 AAA.

**Section 6. Hearing Procedure.** If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is arbitrable, he or she then shall proceed to conduct a hearing on the merits.

**Section 7. Hearing Fees/Costs/Facilities.** The City shall furnish an appropriate room and facilities for the arbitration hearings 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 losing party, except that if the arbitrator renders a split decision, the arbitrator's fees and other expenses will be shared equally by the parties. The 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 8. 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, delete or modify any of the terms of this Contract or to rule on any matters except when this Contract is in full force and effect. The arbitrator shall have no power to establish language for this Contract 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 Contract.
- 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 that he may have received during the period in question and wages or salaries earned from other source during that period.

**Section 9. Arbitration Timelines.** All grievances shall be submitted to AAA within thirty (30) calendar days of the grievance being submitted for arbitration or the grievance will be considered untimely.

**Section 10. Grievance Times 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 Union fails to advance a grievance to the next step, within the time limitations provided in this article, the grievance shall be resolved on the basis of the City's last answer.

If the City fails to hold a hearing or issue a decision within the time limits provided in this article, the grievant or the 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.

Grievances resolved for the reason that either party failed to act within the prescribed time limitations shall not be considered a precedent for any other case. Time limits established by this article may be extended by mutual agreement of the parties.

**Section 11. 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 11** **PERSONNEL FILES**

**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.

**Section 2. Notification of Personal Information Change.** Each employee shall notify the City as to his or her change of address and/or phone number at least within fourteen (14) calendar days of said change or changes. If there is a failure of notification as to any change of address or phone number, the address or phone number last given to the City shall be used for notification as to call out of the said employee or any other notification at the peril of the employee.

## **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. This notice requirement only applies to the original employee(s) selected for reduction, and does not apply to employee(s) displaced as a result of bumping.

**Section 3. Procedure.** When the Employer determines that a reduction in force or layoff is to be made within the bargaining unit, it shall occur by departmental seniority within the affected classification. Departmental seniority, defined as being seniority with the City Street

Department, is calculated in accordance with Article 17, Seniority. The member with the least amount of departmental seniority in the affected classification shall be laid off first.

**Section 4. Bumping Procedure.** An employee who is laid off may utilize his departmental seniority to displace an employee with less departmental seniority in another equal or lower paid bargaining unit classification provided that he is qualified to perform the essential functions of the position. Upon receipt of notice as described in Section 2, the affected employee or his Union steward shall notify the Employer by the end of the workday on which notice was given of his intent to exercise his bumping rights and what equal or lower classification, if any, he seeks to displace into. An employee that is displaced from his position, or his Union steward, shall notify the Employer by the end of the next workday following the day on which notice was given of his intent to exercise bumping rights and what equal or lower classification, if any, he seeks to displace into.

**Section 5. Recall.** A bargaining unit member laid off under this article shall remain on the layoff list for two (2) 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 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. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

### **ARTICLE 13** **LABOR MANAGEMENT COMMITTEE**

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

**Section 2.** There shall be established a Labor Management Committee consisting of three (3) members of management and three (3) members of the Union. This Committee shall meet at least once each quarter and more often by mutual agreement.

**Section 3. Purpose.** The purpose of this Committee shall be to meet and discuss the administration of this Agreement, matters of health and safety and other matters of mutual interest or concern to the parties. The parties shall meet each calendar quarter of the year. The parties shall provide each other with an agenda of the issues to be discussed and a list of names of the parties who will be in attendance, at least one week prior to the scheduled date of the meeting.

**ARTICLE 14**  
**DRUG AND ALCOHOL TESTING PROGRAM**

**Section 1.** The Employer's Drug and Alcohol Testing Program and CDL Drug and Alcohol Testing Program are attached as an addendum to this agreement at Appendix B and are fully incorporated herein. The parties agree that all employees of the Youngstown Street Department bargaining unit members will be subject to the City's Drug and Alcohol Testing Program. Where applicable, bargaining unit members holding CDLs are also subject to the City's Drug and Alcohol Testing Program. The listing of controlled substances which may be tested for will be updated periodically as warranted by statutory updates/societal changes. Updates will be reviewed with the Union in a labor-management meeting pursuant to the provisions of Article 13 herein.

**ARTICLE 15**  
**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.

**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, but for no longer than six (6) months.

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 discipline, up to and including 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, where his classification requires the maintenance of a valid license, then the employee shall be subject to discipline, up to and including 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.

**Section 4. Vehicle Usage.** Bargaining unit employees will be permitted to utilize City vehicles for CDL examinations, so long as the CDL is a requirement for City jobs.

**Section 5. Attempts to Qualify.** Any limitations on the number of qualifying attempts that may be taken will follow applicable state laws.

## **ARTICLE 16** **NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS**

**Section 1. 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 contract information are accurate and up to date.

**Section 2. Dependent Status Information Reporting.** All bargaining unit members are required to provide notification to the City, within one (1) week of the occurrence of a potentially eligibility changing event, so that the City can report such information to its insurance carrier. Not by way of limitation of the foregoing requirement, illustrative examples of events or the types of events that shall require notice to the Employer are:

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

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

**Section 4. Reimbursement.** Effective January 1, 2010, 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 Employer agrees to act reasonably in setting the requirements of the repayment plan.

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.

**Section 5. Discipline.** Any employee that intentionally or willfully: (1) refuses to enter into the mandatory reimbursement agreement, (2) refuses to fully complete any initial or updated request for information required by the Employer, (3) refuses to provide documentation as directed by the Employer, or (4) 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 17** **WORK WEEK/SCHEDULING**

**Section 1. Work Week Defined.** Each employee's normal work schedule shall be determined by the Employer. The normal workweek for full-time bargaining unit employees shall consist of forty (40) hours of work performed during a seven (7) consecutive day, one hundred sixty-eight (168) hour period, established by the Employer. The normal workweek is scheduled Monday through Friday.

**Section 2. Work Scheduling/Adjustments.** 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. Should the Employer determine that substantial changes in the regular schedule are necessary, the Employer shall meet and discuss the changes with the Union at least two (2) weeks prior to the date of implementation.

**Section 3. Declared State of Emergency.** In the event that the Mayor declares a state of emergency, the parties agree that the City may utilize outside contractors/entities to supplement street department services.

**ARTICLE 18**  
**HOURS OF WORK/OVERTIME**

**Section 1. Workday and Workweek.** The normal work day shall consist of eight (8) consecutive hours, including 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, Monday through Friday, within a seven (7) day, one hundred sixty-eight (168) hour period.

**Section 2. Pay Period.** The normal pay period shall consist of eighty (80) hours made up of ten (10) days of eight (8) hours each.

**Section 3. FLSA 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 (1.5) times his hourly rate for each hour or fraction thereof which he 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.** Overtime shall be paid based on all hours an employee is in "pay status" even if the hours were not actually worked. "Pay status" includes time paid for vacation.

**Section 6. Call Out Procedure.** The parties agree to maintain the current practice regarding call-out during the term of this Agreement, except that employees using vacation, personal holiday time, or personal time on Friday will remain eligible for weekend overtime. In the event that an oversight is made in this regard, the employee will be afforded the next opportunity to accept a call-out.

**ARTICLE 19**  
**SHIFT BIDDING**

**Section 1.** When the Employer determines that its operational needs require the usage of additional shifts, the following procedure shall be used to allow employees to select their shift preference.

**Section 2. Determination.** The Employer shall have the sole and exclusive discretion in determining the need for additional shifts, allocating the number of personnel needed on each shift, allocating the job classifications needed on each shift, allocating specific licensures needed on each shift, and establishing any other requirement that will be made part of the shift bid prequalification.

**Section 3. Procedure.** Once the Employer establishes the available spots for bid on a shift, members will be permitted to bid their shift preference by departmental seniority, with the most senior members receiving his preference. All bids are subject to the operational needs of the Employer and irrespective of the result, the Employer may adjust the bid if it determines that it requires specialized licensure or other need on another shift. In making the adjustment, the Employer agrees that the member with the least amount of departmental seniority in the affected classification and who possesses the necessary licensure, if applicable, shall be affected.

**ARTICLE 20**  
**SENIORITY**

**Section 1. Definitions.** Total Seniority is defined as the length of continuous uninterrupted full-time service with the City of Youngstown. Department seniority is defined as the length of time an employee has been continuously employed by the City Street Department. Classification seniority is defined as the length of continuous uninterrupted full-time service in a specific classification.

**Section 2. Probationary Period.** An employee shall have no seniority during his probationary period, but upon successful completion of his probationary period, seniority shall be retroactive to the first day of hire.

**Section 3. Seniority Roster.** A seniority roster shall be established showing each employee's length of service in the department and his division. The City shall post this roster in a conspicuous place. Said roster shall be updated at least every six months, if necessary.

**Section 4.** Length of continuous service is broken by:

- A. Voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff or any approved leave of absence within fourteen (14) days after notification to return by registered mail addressed to the employee's last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.

**ARTICLE 21**  
**PROMOTIONAL VACANCIES**

**Section 1. Posting.** Whenever the Employer determines that a promotional vacancy exists in a bargaining unit classification, and it intends to fill the vacancy, a notice of the opening shall be posted for ten (10) workdays in the Department. For informational purposes, each posting shall indicate the classification, the position control number, the location of the job, the pay rate, the minimum qualifications established in the job description, the date the posting goes up, and the date the posting expires.

**Section 2. Bidding/Testing.** Those positions within the laborer classification series (i.e., laborer, driver/laborer, operator/laborer) shall be made available for bid to bargaining unit members. During the posting period, bargaining unit members may bid for the job by submitting a written application to the Department Head and the Mayor's Designee. 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 thirty (30) days of the date the posting originally went up.

For all other positions, the Employer shall utilize civil service testing to establish eligibility lists for appointments, and, at its sole discretion, determine the manner of test given (i.e., closed testing, open competitive examination, etc.). Once an eligibility list is generated, appointment shall be made pursuant to the Ohio Civil Service Law. Any issue concerning the award of a tested vacancy shall be handled through the applicable statutory appeals process and shall not be eligible for the parties' grievance procedure.

**Section 3. Bid Vacancy Award.** The Employer shall award a bid vacancy to the most senior qualified employee using department seniority within ten (10) working days of the bid period closing.

**Section 4. Probationary Period.** An employee who is awarded a promotional opportunity under the bidding procedure will serve a probationary period of one hundred twenty (120) calendar days. During this promotional probationary period, if the Employer determines that the employee's performance is unsatisfactory, he shall be returned to his former job.

## **ARTICLE 22** **TEMPORARY JOBS/ASSIGNMENTS**

**Section 1.** When an opportunity for work in a higher paying temporary job/assignment becomes available, the Employer agrees to offer that opportunity by total seniority to bargaining unit members. In order to be eligible for the opportunity, the employee must satisfy all of the position's minimum qualifications and be capable of performing all of the essential functions of the position.

## **ARTICLE 23** **OUT OF CLASSIFICATION ASSIGNMENTS**

**Section 1. Opportunities.** The Union acknowledges that it is the management right of the Employer to determine when an out-of-classification work opportunity is available and from which classification it is to be offered.

**Section 2. Rate of Pay.** Effective April 24, 2010, where an employee working in a lower classification is directed to perform duties in a higher classification for more than one (1) hour, he shall receive the probationary rate of pay for the higher classification, if applicable, for those hours worked or the permanent rate for the higher classification, whichever is less. In any event, such assignment shall result in an employee receiving an increase above the employee's current rate for those hours worked in the higher classification. Where an employee is assigned 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 3. Assignment.** The Union acknowledges that it is the management right of the Employer to assign work and manage its operations. When an opportunity for out-of-classification work is offered, the Employer agrees to offer that opportunity by departmental seniority within the selected classification where the assignment will be made and to those employees presently available. In order to be eligible for an out-of-classification opportunity, the employee must satisfy all of the position's minimum qualifications, be capable of performing all of the essential functions of the position, and be presently available. The Employer agrees, however, that should it determine that

an out-of-classification assignment must be ordered, the Employer shall order the least senior, presently available, scheduled employee capable of performing the essential functions of the position to perform the work.

**ARTICLE 24**  
**SALARY AND WAGES**

**Section 1.** Bargaining unit members' wage rates are attached to this agreement as Appendix A and incorporated by reference. For the duration of the parties' Agreement, bargaining unit members shall receive the following general wage increases.

Effective January 1, 2013, bargaining unit members shall receive a zero percent (0.0%) general increase.

Effective May 30, 2014, bargaining unit members shall receive a one percent (1%) general increase.

Effective January 1, 2015, bargaining unit members shall receive a one and one-half percent (1 1/2%) general increase.

Effective January 1, 2016, bargaining unit members shall receive a one percent (1%) general increase.

**ARTICLE 25**  
**INSURANCE BENEFITS**

**Section 1. Medical and Hospitalization Insurance.** The City of Youngstown shall continue to provide to each bargaining unit member and his/her family medical, hospitalization and prescription insurance coverages and benefits comparable to the summary of coverages and benefits attached hereto as Appendix E or subsequently modified as provided in this section and elsewhere in this article. In the event of a modification, the modified insurance coverage will be appended to the Agreement as Appendix E.

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

**Section 3. Life/ADD Insurance.** The City will carry life insurance with a death benefit in the amount of twenty thousand dollars (\$20,000) per year. The accidental death and dismemberment insurance will be in the same amount.

**Section 4. Insurance Waiver.** If any member of the bargaining unit elects to refuse the coverage set out in Section 1, then the member shall be paid one hundred thirty-one dollars and twenty cents (\$131.20) per month payable in monthly increments. Each employee who elects this payment shall demonstrate that he receives like or better coverage elsewhere. A bargaining unit employee whose spouse works for the City of Youngstown shall not be eligible for this incentive. Such election is contingent upon the bargaining unit member documenting any and all existence of alternative health care coverage and executing a waiver of the City's group plan and further waiving any action for

damages or reimbursement resulting for such election. Employees and the City shall abide by all COBRA rules and regulations.

**Section 5. Employee Contributions.** Effective January 1, 2012, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage, 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 January 1, 2016, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, prescription, vision, and dental coverage.

**Section 6. Carrier Changes.** If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action.

**Section 7.** The City shall designate a full-time employee who will act as a liaison between the bargaining unit members and any insurance carrier for all insurance, Workers' Compensation and injured on duty pay.

**Section 8.** Each new bargaining unit member will be provided a full and complete copy of the insurance policy. Within thirty (30) days of any change of carrier coverage, the City will also provide each bargaining unit member with all such changes of coverage policy provisions.

**Section 9.** Health Insurance Review Committee (HIRC). The Union acknowledges the Employer's right to determine to provide coverage through a selected insurance provider, a consortium, to self-insure, or to utilize a combination of the preceding.

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

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

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

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

**ARTICLE 26**  
**LONGEVITY**

**Section 1.** All employees who have completed three (3) years service with the City, in any division of the City's work force, shall be eligible for longevity payment in the amount of sixty-five dollars (\$65.00) for each completed year of continuous, uninterrupted, full-time service with the City. Longevity shall be paid for each year of service in any division of the work force in the City completed as of October 1. Payment shall be made in the first week of December, and the maximum payment shall be limited to twenty-five (25) years of service.

**ARTICLE 27**  
**NON-USE OF SICK LEAVE**

**Section 1.** Bargaining unit members that maintain a minimum balance of one hundred twenty (120) hours of sick leave and do not use their sick leave during the agreed upon time periods shall be eligible to receive a quarterly incentive payment in the amount of one hundred fifty nine dollars and ninety two cents (\$159.92), provided, however, that an employee is ineligible for said bonus (incentive) if a disciplinary suspension is incurred during the particular quarter. Quarterly time periods are measured as follows:

First Quarter	January 1 - March 31
Second Quarter	April 1 - June 30
Third Quarter	July 1 - September 30
Fourth Quarter	October 1 - December 31

**Section 2. Payment Timing/Conditions.** The cash incentive payments for non-use of sick leave are not to be paid on a pro-rated basis, under any circumstances. Payments shall be paid by the City at the end of the month of November or early December in the calendar year in which it is earned, and shall be based on the previously completed four (4) quarters (i.e., fourth quarter of the prior year and the first three (3) quarters of the current year).

**ARTICLE 28**  
**SHIFT DIFFERENTIAL**

**Section 1. Amount.** The parties agree that the shift differential pay shall be as follows:

Thirty-five cents (\$.35) for the 3:00 p.m. to 11:00 p.m. shift

Fifty-five cents (\$.55) for the 11:00 p.m. to 7:00 a.m. shift.

**Section 2. Guidelines.** In administering and determining eligibility for shift differential payments, the following guidelines shall be utilized:

- A. **Determination of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Shift.** The shifts starting between 5:00 a.m. and 11:00 a.m. shall, for purposes of shift differential payments, be determined to be the first or day shift; the shifts starting after 11:00 a.m. and up to and including 7:00 p.m. shall be determined to be the second or afternoon shift; any shift starting after 7:00 p.m. through and including 5:00 a.m. shall be deemed the third or night shift.
- B. **Rate.** Those employees who start their turn in the times designated for each shift shall be paid the appropriate rate plus the appropriate shift differential as the second or afternoon, and third or night shifts for the full eight-hour shift worked or any hourly portion thereof.
- C. **No Split Differential Rates.** The employee shall not be eligible for a change in shift differential rate during the eight hours of a shift worked. If the employee works in excess of eight hours, however, he is entitled to an increase in shift differential for the period exceeding eight hours for which he worked, where appropriate.
- D. **Call-Out Prior to Shift.** In the instance where the employee is called out prior to his regular scheduled first shift, he shall be eligible for shift differential payment for the time worked prior to his scheduled starting time.
- E. **No Differential Payment for 1<sup>st</sup> Shift Hours.** In no case shall an employee be paid shift differential for any hours worked during his first regularly scheduled day shift.
- F. **No Duplication/Pyramiding.** There shall be no duplication of shift differential payments nor shall this section be interpreted to permit duplication of premium pay.

## **ARTICLE 29** **TOOLS AND EQUIPMENT**

**Section 1.** Mechanics and Welders shall not be required to provide their own equipment and tools in order to perform their job duties.

**Section 2. Time Period for Implementation.** Within thirty (30) days following the execution of this Agreement, the Employer will provide the tools and equipment so that Mechanics and Welders will no longer be required to provide such items, per Section 1.

## **ARTICLE 30** **UNIFORM ALLOWANCE**

**Section 1. Amount.** The City shall provide uniforms to bargaining unit members. The City will also provide an allowance of one hundred dollars (\$100.00) for steel toe boots during each year of the contract. Payment, if applicable, shall be made in June of each year, and shall not be prorated.

**Section 2. Proper Dress Required.** Continued payment of this benefit is conditioned on the agreement that any employee receiving this benefit shall be properly dressed while on the job. Proper dress means that the employee is attired in clothing that is of the proper color, is clean, and is in good repair. Failure to be properly dressed for duty may subject an employee to discipline.

**Section 3.** The City shall have the right to designate the color of shirt that each employee must wear at all times on the job. The color designated by the City will be distinctive, and the City will notify bargaining unit members of the designated color prior to issuing payment of this benefit.

**ARTICLE 31**  
**COMMERCIAL DRIVER'S LICENSE BONUS**

**Section 1.** The City will pay a yearly bonus of one thousand one hundred dollars (\$1,100) to each bargaining unit member who possesses a commercial driver's license.

**ARTICLE 32**  
**PERS PICK-UP**

**Section 1.** The Employer agrees to "pickup" (assume and pay) as a fringe benefit eight and one-half percent (8.5%) of the employee's statutorily required PERS contribution share to the Ohio Public Employees Retirement System (OPERS) that the individual employee is required to pay pursuant to Federal and Ohio laws, resulting in no modification of the employee's taxable salary. Any additional percentage of the statutorily required employee PERS contribution will be withheld through salary reduction from the gross pay of each employee, thereby reducing the employee's taxable salary by such percentage, and remitted on behalf of the employee to PERS along with the "pick up" referenced previously. No employee shall have the option of receiving the statutorily required contribution directly instead of having it "picked up" by the City of Youngstown.

**Section 2. Reporting.** The City shall, in reporting and making remittance to the 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."

**Section 3.** Notwithstanding Sections 1 and 2 above, employees hired on or after June 1, 2014, shall be responsible for the full statutorily required employee PERS contribution.

**ARTICLE 33**  
**YMCA BONUS**

**Section 1.** The Employer agrees that it shall continue to reimburse bargaining unit members one hundred forty-five dollars (\$145.00) annually for a City of Youngstown YMCA membership.

**ARTICLE 34**  
**HOLIDAYS**

**Section 1.** An employee shall be paid eight (8) hours of pay (i.e., holiday pay) for each of the following holidays.

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

**Section 2. Holiday Work Rate.** The employee who works any of the foregoing holidays, not including the personal holiday, shall receive his normal holiday pay, plus time of one and three-quarters (1 3/4) times for each hour worked.

**Section 3. Holiday Pay Eligibility.** In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before and after the holiday

**Section 4. Closure of City Hall.** In the event that City Hall is closed, those employees who work that day shall receive eight (8) hours of personal holiday time.

**ARTICLE 35**  
**VACATIONS**

**Section 1. Benefit.** It is the intent of the parties to supersede ORC 9.44. Each full-time employee shall accrue vacation time on the basis of full-time continuous service with the City according to the following schedule:

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

**Section 2. Eligibility/Usage.** The length of vacation is determined by an employee's full-time employment anniversary date with the City of Youngstown, Ohio. The City will continue to utilize a "use-it-or-lose-it" vacation policy. In conformity with current practice, an employee must complete one (1) year of service before being eligible for vacation leave. Upon completion of this one (1) year of service, the employee will be entitled to utilize a prorated amount of vacation earned from the employee's initial hire date until December 31 of the anniversary year. Effective January 1 of the next year, the employee will be eligible to take the earned amount of vacation as outlined in Section 1 of this article.

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

**Section 4. Vacation Scheduling.** Vacation requests are subject to the operational needs of the Employer. In any specific department or division, the employee with the most department seniority shall receive first preference for selection of vacation time. However, the City reserves the right to allocate the vacation schedule in order to assure the orderly operation of the department.

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

### **ARTICLE 36** **SICK LEAVE**

**Section 1. Accrual.** Each employee shall be eligible to earn sick leave at the rate of one and one quarter days per month, not to exceed fifteen (15) days per year. An employee may not earn sick leave while on sick leave, injured on duty leave, leave of absence or lay off. Sick leave may 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 in 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-half (1/2) hour prior to the start of his shift, unless an emergency prevents such notice.

**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 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. Sick Leave Transfer.** It is the intent of the parties to supersede ORC 124.38. An employee who transfers to the City from another public agency shall not be credited with any unused accumulated sick leave.

**Section 8. 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 9. Patterned Absence/Abuse.** Any employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to counseling by the general foreman 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 of sick leave or pattern abuse will result in disciplinary action, up to and including termination.

**ARTICLE 37**  
**INJURY ON DUTY LEAVE**

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

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a schedule of providers designated by the City (see Appendix C). An employee who chooses to seek treatment from a medical provider who is not included in the City's schedule of providers will not be entitled to IOD, but will be entitled to any benefits the Bureau of Workers' Compensation will allow. The City reserves the right to add or delete health providers from the City's schedule of providers.

**Section 2. Procedure.** An employee claiming to be injured on duty shall notify his immediate supervisor by the end of the employee's shift of an alleged work place injury which occurred during that shift in order for the City to consider certification of the alleged injury. The employee may report an injury without actually filing for IOD/Workers' Compensation for up to the time limits allowed by the Bureau of Workers' Compensation. Once an employee files for IOD/Workers' Compensation, IOD will not commence until all City required documentation is received by the City. Until such time, the employee will be continued on payroll with sick leave, vacation or A/T for any time off duty. Such time will be reimbursed upon the City's grant of IOD pay. If such return of documents exceeds seven (7) calendar days, time will not be reimbursed unless a physician's cooperation or lack thereof makes such impracticable. The Employer shall have the responsibility to present necessary documentation to the employee at the time the injury is reported and the employee shall have the responsibility to ensure timely completion of this documentation.

**Section 3. Continued Participation.** Continued participation in the IOD program is dependent on the employee participating in an injury-related rehabilitation or return-to-work program. If, however, an employee files for temporary total or permanent total disability or is working elsewhere during the time the employee claims to be disabled from his City job, or is found to be performing tasks that are in conflict with the reported injury, all City benefits will immediately stop (including, but not limited to, the accumulation of sick, vacation or any other leave, eligibility for holiday pay and the Employer's contribution to the employee's pension fund).

**Section 4. Eventual Denial of Claim.** If, after a Bureau of Workers' Compensation determination or the administrative appeals process, whichever stage finalizes the process, it is found by the Bureau, the Industrial Commission or a court that the claim is not related to the employee's City job, the employee must reimburse the City for all IOD used by any means available: accumulated sick leave, vacation or regular biweekly pay deductions. The amount so used must be repaid within a twelve (12)-month period.

**Section 5. City Denial of Claim.** If the City does not certify a claim, the employee will be permitted to use his/her sick leave, vacation leave or A/T time which shall be reimbursed if, after the Bureau determination or the administrative appeal process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of City employment.

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

**Section 7. Duration.** Wages and all benefits, except sick leave as excluded by Article 36, Section 1, for those off-duty on IOD will be continued for up to three hundred sixty-five (365) calendar days, two thousand eighty hours (2080), in a 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 35, 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 include 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 Work.** 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. If the employee is able to work in a light duty work assignment, the City may provide work within the Department, if available. A light duty work assignment shall not exceed sixty (60) days, unless permitted by the City.

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

## **ARTICLE 38** **BEREAVEMENT LEAVE**

**Section 1.** Bargaining unit employees shall be eligible for bereavement leave, not to exceed three (3) scheduled duty days, for death in their immediate family. 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, child (natural or adopted), father, mother, father-in-law, mother-in-law, grandparent or grandchild, brother or sister, brother-in-law or sister-in-law.

**ARTICLE 39**  
**FMLA/PERSONAL LEAVE WITHOUT PAY**

**Section 1. FMLA.** The employees may avail themselves of personal leave without pay subject to the City's standing policy on the Family and Medical Leave Act.

**Section 2. Leave without Pay.** All unpaid leaves of absences not specifically addressed in this agreement shall be governed by the Civil Service Laws and Rules.

**ARTICLE 40**  
**JURY DUTY**

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

**Section 2. Dismissal/Release from Jury Service.** In the event that an employee reports for jury duty and is dismissed or an employee is released from duty with more than three (3) hours left in the workday, he shall return to work. An employee that fails to return to work may be subject to discipline.

**ARTICLE 41**  
**PERSONAL DAYS**

**Section 1. Amount.** The Employer agrees to provide each bargaining unit member with two (2) personal days annually, one (1) of which will be paid by deducting eight (8) hours of sick leave from the employee's sick leave bank and the other which will be unpaid. Use of these days will not impact payments under Article 24.

**Section 2. Scheduling.** All requests for personal day usage are subject to the operational needs of the Employer. Bargaining unit members shall provide a minimum of twenty-four (24) hours advance notice of the date sought when submitting a request to use a personal day.

**ARTICLE 42**  
**RETIREMENT AND SEVERANCE**

**Section 1.** When an employee retires or leaves City employment for any other reason, 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, not to exceed two hundred forty (240) hours. 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.

**Section 2.** If an employee dies prior to retirement, the City shall pay his estate, the full value of his accumulated vacation time, and thirty-five percent (35%) of the value of his accumulated sick leave, not to exceed two hundred forty (240) hours. This shall be paid on the basis of the hourly wage at the time the benefit was accrued, whichever is greater.

**ARTICLE 43**  
**ATTENDANCE/SAFETY INCENTIVE PROGRAM**

**Section 1. Purpose/Scope.** In order to promote safety in the workplace, decrease the amount of preventable sick leave usage, and reduce IOD/Workers' Compensation claims, the City may offer to bargaining unit members a leave conversion program. The City may, at its sole discretion, discontinue the program during the first quarter of any year.

**Section 2. Participation Criteria.** Bargaining unit members are required to maintain a minimum balance of eight hundred (800) hours of sick leave. "Balance" is what an employee has as of December 31 of the program year.

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

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

- A. An employee who utilizes no sick leave during a calendar year (January 1 – December 31) may liquidate up to eighty (80) hours of paid sick leave at the rate of forty percent (40%) of his current hourly rate.
- B. An employee who has no lost time due to a work-related injury claim (IOD) during a calendar year (January 1 – December 31) may liquidate up to forty (40) hours of paid leave at a rate of forty percent (40%) of his current hourly rate.
- C. An employee who does not file a claim for workers' compensation during a calendar year (January 1 – December 31), in connection with a current incident or a previous/pre-existing claim or condition, may liquidate up to forty (40) hours of paid leave at a rate of forty percent (40%) of his current hourly rate.

**Section 4. Payment Maximum/Schedule.** The combined amount of paid leave that may be converted shall not exceed one hundred (100) hours for any given year. Payment will be made during the first quarter following the year in which the employee participated in the program. The parties agree that the first payout will be during the first quarter of 2008 for the 2007 benefit year.

**Section 5. Procedure.** If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much paid leave, if any, he desires to sell back. The paid leave sold back to the Employer shall be that which is earned during the previous year and paid to the employee by January 30 of the following year.

**Section 6.** Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 and 2. It is within the Appointing Authority's sole discretion as to whether or not to grant such a waiver.

**ARTICLE 44**  
**PART-TIME EMPLOYEE BENEFITS**

**Section 1. Part-time Employees.** Persons employed in the part-time employee category, defined as permanent employees who are scheduled to work less than the full forty (40) hours per week and do not change status merely because they may actually work forty (40) or more hours on an intermittent basis, will receive different treatment with regard to benefits than full-time permanent employees. Even though a part-time employee may work a forty (40) hour week, he cannot be considered a full-time employee.

**Section 2. Benefits.** Part-time employees shall receive benefits and be treated in the following manner:

<b><u>Benefit</u></b>	<b><u>How Treated</u></b>
1. Hospitalization	Yes, for time employed
2. Option out of hospital insurance	Yes, for time employed
3. Holidays	Yes, occurring during time employed
4. Vacations	No, but hours worked will count when employee becomes a permanent full-time employee
5. Sick leave, non-use, retire	Yes, No, Yes
6. Injured on Duty	Yes
7. Bereavement Leave	Yes
8. Leave without pay	No
9. Longevity	No, but hours will be credited
10. Shift Differential	Yes
11. Promotions	Yes, hours dictate
12. Grievance	Yes
13. Random drug and alcohol	Yes
14. Seniority	Yes, based on hours

**ARTICLE 45**  
**SEVERABILITY & LEGALITY**

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

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

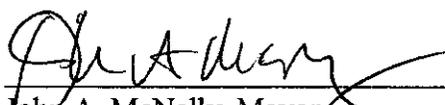
**ARTICLE 46**  
**DURATION**

**Section 1.** This Agreement shall be effective upon execution and shall cover the time period from March 1, 2013, through February 29, 2016. This agreement shall expire on February 29, 2016, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than one hundred twenty (120) days, nor later than sixty (60) days prior to the expiration of the Agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

**SIGNATURE PAGE**

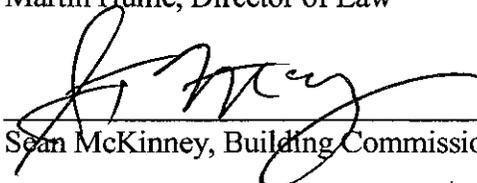
IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of June 2014.

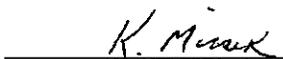
**For the City of Youngstown**

  
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John A. McNally, Mayor

  
\_\_\_\_\_  
David Bozanich, Finance Director

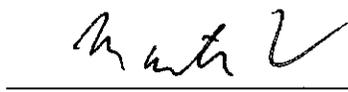
  
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Martin Hume, Director of Law

  
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Sean McKinney, Building Commissioner

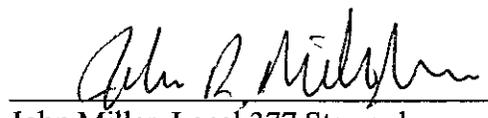
  
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Kyle Miasek, Deputy Finance Director

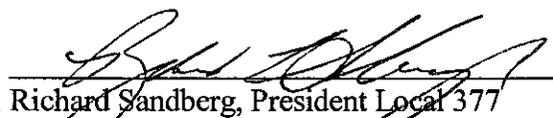
  
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Sandy Conley, Chief Negotiator

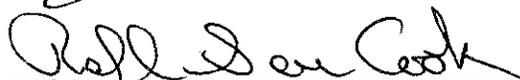
**APPROVED AS TO FORM**

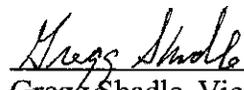
  
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Martin Hume, Director of Law

**For the Union**

  
\_\_\_\_\_  
John Miller, Local 377 Steward

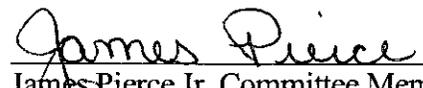
  
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Richard Sandberg, President Local 377

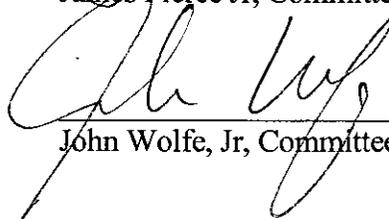
  
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Sam Cook, Secretary Treasurer Local 377

  
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Gregg Shadle, Vice President Local 377

  
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Gary Boris Sr, Committee Member

  
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James Mamonis, Committee Member

  
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James Pierce Jr, Committee Member

  
\_\_\_\_\_  
John Wolfe, Jr, Committee Member

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

The parties agree that those employees that are members of the bargaining unit as of the execution date of this agreement 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 leave at one hundred percent (100%) upon separation from City employment.

**SIDE LETTER #2**  
**GRANDFATHERED EMPLOYEES REGARDING LAYOFF AND RECALL**

The parties agree that the two (2) employees, James Cerimele and Ronald Rogers, who were granted a leave of absence when they went to work for a different City of Youngstown department will not have that leave of absence count as a break in departmental seniority. The parties agree that Pat Minenok, who was previously granted a leave of absence through civil service, will not have that leave of absence count as a break in department seniority.

**SIDE LETTER #3**  
**GRIEVANCE PROCEDURE**

For purposes of the grievance procedure, the Employer agrees that bargaining unit members may file Step 1 grievances with the General Foreman, notwithstanding the fact that the Employer may designate another member of management as its designee at Step 1.

**SIDE LETTER # 4**  
**RECLASSIFICATION**

All employees who are employed in the classification of Laborer, who were hired prior to January 1, 2010, and who have been in that classification for more than thirty-six (36) months as of the date of the execution of this contract, will be reclassified as Driver/Laborer and be paid in accordance with the new wage schedule contained in Appendix A.

All employees who are employed in the classification of Laborer, who were hired prior to January 1, 2010, and who have not been in that classification for more than thirty-six (36) months as of the date of the execution of this contract, will be grandfathered into the previous pay scale for the classification of Laborer. Once these employees reach thirty-six (36) months of employment as a Laborer, they will be reclassified as a Driver/Laborer at the permanent rate in accordance with this side letter and paid in accordance with Appendix A.

**SIDE LETTER # 5**  
**OPERATOR/LABORER CLASS A LICENSE**

All employees that are members of the bargaining unit or subsequently become members of the unit that possess CDL Class A Licenses or obtain a CDL Class A License shall be obligated to maintain the CDL Class A License. Members that do not maintain such license shall be subject to termination, except as otherwise provided for under the parties' Drug and Alcohol Testing Policies or Licensure Maintenance/Reporting Requirement Article.

**SIDE LETTER # 6**  
**PAVER/MASON INCUMBENTS**

The parties agree that a current member occupying the Paver/Mason Classification shall be placed into the classification of Operator/Laborer provided that he obtains a Class A CDL License. If the licensure is obtained, the reclassification shall be done for the pay period following the date on which the employee presents documentation of the licensure. The Operator/Laborer classification shall then be adjusted to reflect the additional Paver/Mason duties as part of that classification.

**SIDE LETTER # 7**  
**PILOT PROGRAM DEVELOPMENT**

The parties agree that during the term of this Agreement they shall meet through the labor management committee to discuss the parameters of a mutually agreeable job bidding program. Discussions will commence within sixty (60) days of the date of execution of this Agreement.

**APPENDIX A**  
**CITY OF YOUNGSTOWN/TEAMSTERS LOCAL 377**  
**WAGE SCHEDULE**

	1/1/2013	5/30/2014	1/1/2015	1/1/2016
	0.00%	1%	1.50%	1%
<u>Classification</u>	<u>Hourly rate</u>	<u>Hourly rate</u>	<u>Hourly rate</u>	<u>Hourly rate</u>
Laborer – Entry Rate	\$10.00	\$10.10	\$10.25	\$10.35
Laborer – After 12 months	\$11.00	\$11.11	\$11.28	\$11.39
Laborer – After 24 months	\$12.00	\$12.12	\$12.30	\$12.42
Laborer – After 36 months	\$13.00	\$13.13	\$13.33	\$13.46
Driver/Laborer I – Probationary	\$14.92	\$15.07	\$15.30	\$15.45
Driver/Laborer II	\$16.54	\$16.71	\$16.96	\$17.13
Operator/Laborer I – Probationary	\$18.00	\$18.18	\$18.45	\$18.63
Operator/Laborer II	\$19.60	\$19.80	\$20.10	\$20.30
Paver Mason	\$18.35	\$19.80	\$20.10	\$20.30
Auto Maintenance Clerk	\$18.66	\$18.85	\$19.13	\$19.32
Mechanic I	\$18.91	\$19.10	\$19.39	\$19.58
Mechanic II	\$19.90	\$20.10	\$20.40	\$20.60
Blacksmith	\$20.00	\$20.20	\$20.50	\$20.71
Tireman	\$18.53	\$18.72	\$19.00	\$19.19
Watchman	\$17.07	\$17.24	\$17.50	\$17.68
Garageman	\$19.10	\$19.29	\$19.58	\$19.78
Maintenance Painter	\$20.29	\$20.49	\$20.80	\$21.01
Maintenance Man	\$16.84	\$17.01	\$17.27	\$17.44

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

**A. Purpose: Notice**

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

## Appendix B (Continued)

nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside City employment, shall not be tolerated.

2. All property belonging to the City is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desks, containers, files and storage lockers.
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 B (Continued)**

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 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.

## Appendix B (Continued)

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

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

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

Specimen collection shall occur in a private setting and procedures shall be used that do not demean, embarrass or cause physical discomfort to the employee. The collection site

## **Appendix B (Continued)**

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.

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

**Appendix B (Continued)**

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.

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 B  
CITY OF YOUNGSTOWN  
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 Marty Hume, 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 B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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 B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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 B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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 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.

## **APPENDIX B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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 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

## **APPENDIX B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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
  - 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:

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

- 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 B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

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 B - CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES (Continued)**

**Report Of Traffic Conviction And/Or License Suspension Restrictions**

\_\_\_\_\_  
Name of Driver

\_\_\_\_\_  
CDL License Number

\_\_\_\_\_  
Type of Violation (Include Ordinance or State Law Violated)

\_\_\_\_\_  
Date of Conviction

Were You Driving a Commercial Vehicle at the Time of the Violation?

Yes

No

\_\_\_\_\_  
Location of Offense

Has License Been

Suspended

Restricted

\_\_\_\_\_  
Date of Suspension

\_\_\_\_\_  
Until

\_\_\_\_\_  
Restrictions

\_\_\_\_\_  
Until

\_\_\_\_\_  
Date Submitted

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

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

**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 C**  
**IOD/WORKERS' COMPENSATION PROVIDERS**

**Note:** The attached list represents the City's list of approved providers for IOD. The list will be updated in January of each year.

Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration. Bargaining unit members with existing claims may remain with their respective physician of record (POR) for that claim.

**IOD/WORKERS' COMPENSATION PROVIDERS**

<b>City of Youngstown IOD/Workers' Compensation Providers (Alphabetical Listing)</b>					
<b>Full Name</b>	<b>Address</b>	<b>City</b>	<b>Phone</b>	<b>Primary/Specialty</b>	<b>Update January 2014 Will Be POR</b>
Aey, John P., MD	10 Dutton Drive	Boardman	330-746-7691	Ophthalmology	yes
Aey, John P., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Akron Burn Center	300 Locust St. ste. 560	Akron	330-434-5341	Burns	Yes
Arters, Joseph Canby, DPM	1300 S. Canfield-Niles Rd	Austintown	330-792-6519	Podiatry	
Baer, David DPM	3660 Starrs Centre Dr.	Canfield	330-702-0707	Podiatry	
Bailey, Rebecca, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Bak, Edward P., DPM	6960 Market Street	Youngstown	330-758-3434	Podiatry	
Balmenti, Phillip E., DPM	827 McKay Court	Youngstown	330-758-1422	Podiatry	
Bautista, Manuel, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Biondi, John, MD	7067 Tiffany Blvd., Ste. 280	Austintown	330-668-4055	Orthopedics-hand	at physician's discretion
Black, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	yes
Brocker, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery	at physician's discretion
Bury, Troy	4030 Boardman-Canfield Road, Ste. 100C	Canfield	330-702-5555	Chiropractics	
Chuba, Vern, M, DPM	819 McCartney Rd.	Youngstown	330-746-7660	Podiatry	
Clautti, Christopher, DC	850 McKay Court	Boardman	330-726-6339	Chiropractics	yes
Cosentino, Edward F., DPM	603 N. State Street	Girard	330-545-4993	Podiatry	
DeChellis, Ernest, DO	3002 State Route 5	Cortland	330-637-1000	General Practice	yes
Detesco, Thomas, MD	7341 Eisenhower Road	Boardman	330-726-1138	Family Practice	
Devito, Peter, MD	7600 Southern Blvd. Ste. 2	Boardman	330-758-3985	General Surgery	at physician's discretion
DiMarzio Lynn, PhD	8170 South Ave.	Youngstown	330-726-2965	Psychologist	
Donatelli, Shawn, DO	7067 Tiffany Blvd.	Boardman	330-758-2748	Pain Management	Yes
Ebert, Daniel, MD	1485 E. Western Reserve Rd.	Poland	330-757-1495	Orthopedics-hand	at physician's discretion office in Cortland 1 day per week
El-Hayek, Salim, MD	515 N. Meridian Road	Youngstown	330-799-1861	General Surgery	at physician's discretion

Appendix C (Continued)

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

### Appendix C (Continued)

St. Elizabeth Corporate Care	45 McClurg Road	Boardman	330-729-1480	Occupational Health	yes
St. Joe's Corporate Care	1296 Tod Ave. NE, Suite 200	Warren	330-306-5030	Occupational Health	yes
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics	at physician's discretion
Wang, H. S., MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	yes
Wang, H. S., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Weiss, Alan, MD	1044 Belmont Ave.	Youngstown	330-286-5330	Pain Management	Yes
Wilson, Keith, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	
Wilson, Keith, MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Wilson, Keith, MD	242 West 5th Street	East Liverpool	330-746-7691	Ophthalmology	
WORKMED Physicians	8426 Market Street	Boardman	330-884-2020	Occupational Health	yes
WORKMED Physicians	20 Ohltown Road	Austintown	330-884-1600	Occupational Health	yes
WORKMED Physicians	Trumbull Mem. Hos., 1350 E. Market St	Cortland	330-841-1144	Occupational Health	yes
Wyszynski, Richard, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology-retina specialist	
Yakubov, Lyn, MD	10 Dutton Drive	Youngstown	330-746-7691	Ophthalmology	yes
Yarab, Ronald M. Jr., MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab	New claims only
Yurich, Joseph, MD	7600 Southern Blvd.	Youngstown	330-726-0156	General Surgery	
Yurich, Joseph, MD	7641 Market Street	Youngstown	330-726-0156	General Surgery	
Ahn, Nicholas, MD	Chagrin Highlands-3909 Orange Place	Orange	216-844-8301	Orthopedics	
Ahn, Nicholas, MD	Kathy Risman Pavillon-1000 Auburn Dr. University Suburban Health Center-1611 S. Green Rd.	Beachwood	216-844-8301	Orthopedics	
Ahn, Nicholas, MD	905 Sahara Trail	Youngstown	330-726-0100	Orthopedics	
Arnotario, George, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular	
Bell, Gordon, MD	Cleveland Clinic-9500 Euclid Ave. # A41	Cleveland	216-444-2606	Orthopedics	
Bell, Gordon, MD	29800 Bainbridge Road	Solon	440-519-6890	Orthopedics	
Belvedere, David, MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular	
Biondi, John, MD	20 Ohltown Road	Austintown	330-792-9008	Orthopedics-hand	
Boniface, James, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Boniface, Raymond, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Boniface, Thomas, MD	835 McKay Court	Boardman	330-758-4399	Orthopedics	
Brockner, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery	
Brokcer, Robert, MD	1616 Covington Street	Youngstown	330-747-9215	Neurology	
Butler, Adrian, MD	7423 Market Street, Ste. 205	Youngstown	330-729-1860	Orthopedics	
Cuttica, Robert, MD	6615 Clingen Rd., St. A	Youngstown	330-729-9910	Orthopedics	
Duffet, William S., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics	
Duran, Arthur, DO	6615 Clingen Rd. Ste. A	Poland	330-757-7888	Family Practice	
Ebert, Daniel, MD	1485 E. Western Reserve Road	Poland	330-757-1495	Orthopedics-hand	

**Appendix C (Continued)**

Ebert, Daniel, MD	2600 Elm Road-1 day a week	Cortland	330-757-1495	Orthopedics-hand
Franco, Alejandro A., MD	540 Parmalee Ave., Ste. 510	Youngstown	330-744-2118	Thoracic Surgery
Furey, Christopher, MD	Twinsburg Health Center 8819 Commons Blvd.	Twinsburg	216-844-7822	Orthopedics
Furey, Christopher, MD	UH Chagrin Highland Heights-3909 Orange Place	Orange	216-844-7822	Orthopedics
Furey, Christopher, MD	Case Medical Center-1100 Euclid Avenue	Cleveland	216-844-7822	Orthopedics
Furey, Christopher, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-7822	Orthopedics
Furey, Christopher, MD	Kathy Risman Pavilion-100 Auburn Drive	Beachwood	216-844-7822	Orthopedics
Garritano, Daniel, MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
Hoffman, David A, DO	1220 Belmont Ave.	Youngstown	330-743-3644	Cardiovascular
Houston, Robert R., MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Hout, Wahoub, MD	1001 Belmont Ave.	Youngstown	330-747-6446	Cardiovascular
Jamison, James P., MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Joseph, Thomas A., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kerrigan, James Thomas, MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kohli, Chander M., MD	540 Parmalee Ave., Ste. 310	Youngstown	330-747-1420	Neurological Surgery
Kohli, Chander M., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Neurological Surgery
Kollipara, Venkata S., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Vascular Surgery
Konya, Meredith, MD	3736 Boardman-Canfield Road	Canfield	330-533-8350	Pain Management
Lattanzio, Anthony, DO	20 Ohltown Road, Ste. 202	Austintown	330-884-1583	Family Practice
Lewis, Robert D., MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
McElroy, John B., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Musselman, Paul W., MD	904 Sahara Trail	Youngstown	330-758-9787	Urology
Nagpaul, Amarjeet S., MD	755 Boardman-Canfield Road	Boardman	330-726-5500	Neurology
Obeng, Michael, MD	1044 Belmont Ave.	Youngstown	330-729-1860	General Surgery-plastic
Pantelakis, James, MD	6615 Clingan Rd. Ste. A	Youngstown	330-729-9910	Orthopedics
Picha, Brad, MC	1499 Boardman-Canfield Road	Canfield	330-758-0577	Orthopedics
Raheja, Mita, MD	3622 Belmont Ave.	Youngstown	330-759-8169	Cardiovascular
Scavina, Michael, MD	250 DeBartolo Place, Ste. 2750	Boardman	330-758-7703	Cardiovascular
Schwendeman, Leslie, MD	6470 Tippecanoe Road	Canfield	330-758-0577	Orthopedics-hand
Shaer, James, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics-hand
Schrickel, Tyson, MD	1044 Belmont Ave.	Youngstown	330-480-3990	Orthopedics
Solmen, James, MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics-foot, ankle
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics

**Appendix C (Continued)**

Stefancin, John J., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics	
Stefko, Joseph M., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics	
Weimer, David, MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics	
Woods, Susan, MD	20 Ohtown Road	Youngstown	330-799-0210	Dermatology	
Yoon, Pyongson D., MD	1044 Belmont Ave.	Youngstown	330-884-4570	Thoracic Surgery	
Yossef, Sayed, MD	3304 Stones Throw Ave.	Poland	330-707-1115	Gastroenterology	
Young, Gary, MD	715 E. Western Reserve Road	Poland	330-726-3204	Cardiovascular	



APPENDIX D (Continued)  
GRIEVANCE PROCEDURE

CITY OF YOUNGSTOWN RESPONSE TO GRIEVANCE

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

NAME OF RESPONDENT \_\_\_\_\_

RANK AND/OR DESIGNATION TO PROCESS GRIEVANCE \_\_\_\_\_

DATE OF HEARING \_\_\_\_\_

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

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

DISPOSITION \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE WITH RANK OR DESIGNATION

\_\_\_\_\_  
DATE

**APPENDIX D (Continued)**  
**GRIEVANCE PROCEDURE**

**CITY OF YOUNGSTOWN**  
**MAYOR'S DESIGNEE DECISION**

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

DATE RECEIVED BY MAYOR'S DESIGNEE \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

DISPOSITION \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF PERSON DISPOSING OF GRIEVANCE

\_\_\_\_\_  
DATE DISPOSED

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

**APPENDIX D (Continued)**  
**GRIEVANCE PROCEDURE**

**CITY OF YOUNGSTOWN**  
**GRIEVANCE FORM**  
**SUMMARY AND DISPOSITION SHEET**

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

DEPARTMENT AND/OR DIVISION \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

DATE FILED \_\_\_\_\_

SIGNATURE OF PERSON RECEIVING SAME FOR CITY \_\_\_\_\_

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

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**APPENDIX E**  
**(INSURANCE BENEFIT SCHEDULE TO BE ATTACHED)**

**MEMORANDUM OF UNDERSTANDING**  
**OPERATOR/LABORER**

The City of Youngstown (hereinafter referred to as the "City" or "Employer") and the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers, Local 377 (hereinafter referred to as the "Union"), collectively referred to as the "parties," do hereby recognize and agree to the following:

1. Gary Boris and Lance Jones both currently hold the classification of Driver/Laborer within the Department of Streets.
2. Due to a unique set of circumstances, Mr. Boris and Mr. Jones have, over an approximate two (2) year period, frequently and repeatedly worked a temporary job/assignment in the higher classification of Operator/Laborer in accordance with the provisions of Article 22, Temporary Jobs/Assignments, and Article 23, Out of Classification Assignments, of the collective bargaining agreement effective January 1, 2010 through December 31, 2012 (CBA).
3. In consideration of the unique circumstances and notwithstanding the provisions of Article 6, Management Rights, and Article 21, Promotional Vacancies, Sections 1 through 3, of the CBA, Mr. Boris and Mr. Jones will each be reclassified to the position Operator/Laborer effective May 30, 2014. Notice of the reclassification will be submitted to Mr. Boris and Mr. Jones in writing with a copy to the Union. Additionally, due to similar unique circumstances, Rick Whetstone will be reclassified from the position of Driver/Laborer to the position Operator/Laborer effective January 1, 2015.
4. This Memorandum of Understanding addresses specific and unique circumstances and shall not be deemed nor construed to establish a precedent in any future matters between the parties.

This Memorandum of Understanding shall be effective May 30, 2014 and shall expire January 31, 2015.

**MEMORANDUM OF UNDERSTANDING**  
**ONE TIME LUMP SUM PAYMENT**

The City of Youngstown and the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers, Local 377, do hereby agree, without precedent, to the following to fully resolve any concerns with regard to the prior administration of the holiday provisions.

Bargaining unit employees will receive a one-time lump sum payment as set forth below:

<b>Employee Name</b>	<b>Position</b>	<b>One Time Lump Sum</b>
Belton, James	Driver/Laborer	\$206.26
Bodner, Michael	Paver/Mason	\$167.18
Boris, Gary	Driver/Laborer	\$287.34
Christoff, Ron	Mechanic	\$238.67
Cox, John	Operator/Laborer	\$610.03
Crosby, Dane	Driver/Laborer	\$264.80
Dyson, David	Operator/Laborer	\$402.64
Griffin, Jonathan	Operator/Laborer	\$460.12
Harris, Phillip	Operator/Laborer	\$390.55
Jones, Lance	Driver/Laborer	\$288.13
Kirksey, Joseph	Driver/Laborer	\$284.55
Mamonis, James	Operator/Laborer	\$34.32
Miller, John	Blacksmith	\$320.79
Minenok, Patrick	Operator/Laborer	\$401.89
Moody, Ellis	Operator/Laborer	\$622.01
Nittoli, Rick	Auto Main. Clerk	\$24.96
Ortiz, Samuel	Paver/Mason	\$194.22
Perkins, Sandy	Operator/Laborer	\$366.62
Pierce, James	Mechanic	\$592.09
Shade, Anthony	Operator/Laborer	\$485.45
Talley, David	Operator/Laborer	\$633.11
Torres, Abraham	Operator/Laborer	\$370.75
Walker, James	Laborer	\$367.25

**Memorandum of Understanding  
One Time Lump Sum Payment (Continued)**

<b>Employee Name</b>	<b>Position</b>	<b>One Time Lump Sum</b>
Weber, James	Operator/Laborer	\$291.87
Whetstone, Ricky	Driver/Laborer	\$204.22
Wire, Robert	Mechanic	\$130.29
Wolfe, John	Driver/Laborer	\$237.10

The parties acknowledge that these lump sum payments are non-pensionable.

This Memorandum of Understanding shall be effective upon execution of the 2013-2016 collective bargaining agreement and the lump sum payments shall be made within sixty (60) days thereafter.

# Your Summary of Benefits



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

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

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>allergy injections (PCP and SCP)</li> <li>allergy testing</li> <li>MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$10/\$10  No cost share No cost share No cost share	20%  20% 20% 20%
Preventive Care Services <ul style="list-style-type: none"> <li>Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	No cost share	20%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> <li>facility/other covered services (copayment waived if admitted)</li> </ul> Urgent Care Center Services <ul style="list-style-type: none"> <li>MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>Allergy injections</li> <li>Allergy testing</li> </ul>	\$50  \$35 No cost share  No cost share No cost share	\$50  20% 20% 20% 20%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	No cost share	20%
Blue 7.0 600 Series		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. An independent licensee of the Blue Cross and Blue Shield Association. ©Registered marks Blue Cross and Blue Shield Association.

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>180 days for skilled nursing facility</li> </ul>	No cost share	20%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	No cost share	20%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	No cost share No cost share	20% No cost share No cost share
<b>Outpatient Therapy Services (Combined Network &amp; Non-Network limits)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation Unlimited</li> <li>Pulmonary Rehabilitation Unlimited</li> <li>Physical Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Manipulation Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$10/\$10 No cost share	20% 20%
<b>Accidental Dental: Unlimited</b>	Copayments/Coinsurance based on setting where covered services are received	20%
<b>Behavioral Health: Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in accordance with Federal Mental Health Parity	20%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No cost share	50%

# Your Summary of Benefits

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

**Notes:**

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

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

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

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

**Precertification:**

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

Pre-existing Exclusion Period: none

# Your Summary of Benefits

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

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

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

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

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

*[Signature]*  
MAYOR

*[Signature]*  
LAW DIRECTOR

*[Signature]*  
FINANCE DIRECTOR