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AGREEMENT
BETWEEN THE
CITY OF YOUNGSTOWN
AND THE
YOUNGSTOWN WASTE WATER EMPLOYEES
LOCAL 725
CASE #2014-REP-01-0013
Effective Upon Execution
through
December 31, 2016

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble/Purpose	1
Article 1 Recognition	1
Article 2 Scope of Contract/Mid-Term Bargaining	1
Article 3 Bargaining Unit Application of Civil Service Law	2
Article 4 Management Rights	2
Article 5 Union Membership and Dues Deduction, and Fair Share Fees	3
Article 6 Non-Discrimination	4
Article 7 Union Activity	4
Article 8 No Strike/No Lockout	4
Article 9 Work Rules	4
Article 10 Discipline	5
Article 11 Grievance and Arbitration Procedures	7
Article 12 Layoffs and Recalls	9
Article 13 Seniority	10
Article 14 Probationary Periods	11
Article 15 Job Descriptions and Classifications	11
Article 16 Out Of Classification Assignments	12
Article 17 CDL Liscensure/Testing	13
Article 18 License Requirement	13
Article 19 Licensure Maintenance/Reporting Requirements	14
Article 20 Hours of Work/Scheduling	15
Article 21 Overtime	15
Article 22 Call-Out/On-Call Pay	16
Article 23 Wages	17
Article 24 Pers Pickup	18
Article 25 Insurance Benefits	18
Article 26 Longevity	20
Article 27 Shift Differential	20
Article 28 Exposure Pay	21
Article 29 College Education Bonus	21
Article 30 Uniforms/Equipment Allowance	21
Article 31 Licensure Fees/Reimbursement/Contact Hours	22
Article 32 Retirement and Severance	22
Article 33 Y. M. C. A. Reimbursement	22
Article 34 Sick Leave Bonus	23
Article 35 Holidays	23
Article 36 Vacation	24
Article 37 Sick Leave	25
Article 38 Bereavement Leave	26
Article 39 Leave Without Pay	26
Article 40 Personal Days	27
Article 41 Jury Duty Leave	27
Article 42 Union Leave	27
Article 43 Injured on Duty (IOD)	28

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 44 Attendance/Safety Incentive Program	30
Article 45 Labor Management Committee	31
Article 46 Safety Program	31
Article 47 Drug/Alcohol Testing Program	31
Article 48 Personnel Files	32
Article 49 Deferral of Income and Taxation	32
Article 50 Contracting Out/Bargaining Unit Work	33
Article 51 Separability and Legality	33
Article 52 Notification of Employment Information/Status	33
Article 53 Duration	34
Signature Page	36
Appendix A Bargaining Unit Composition	38
Appendix B Grievance Procedure	40
Appendix C Wage Schedule	44
Appendix D Insurance Benefits Schedule	53
Appendix E IOD/Workers' Compensation Providers.....	54
Appendix F Drug and Alcohol Testing Program.....	59
Appendix F-1 CDL Drug and Alcohol Testing Policy for CDL Licensees.....	65

PREAMBLE/PURPOSE

Section 1. Parties. This contract, dated _____, through December 31, 2016, is between the City of Youngstown, hereinafter referred to as the "City" or the "Employer," and the Youngstown Waste Water Employees Local 725, hereinafter referred to as the "Union."

Section 2. Purpose. The purpose of the City and the Union in entering into this Contract is to set forth their mutual understanding as to wages, hours, terms, and other conditions of employment, including a means for equitable adjustment or settlement of alleged grievances.

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

ARTICLE 1 RECOGNITION

Section 1. Included. The City recognizes the Youngstown Waste Water Employees Local 725 and its designated agents or representatives as the sole and exclusive bargaining agent for those employees of the City who work in classifications listed in Appendix "A." These employees shall hereinafter be referred to as "employee(s)" or the "bargaining unit."

Section 2. Excluded. All fiduciary, management, confidential, professional, supervisory, intermittent, temporary, casual, and seasonal, employees shall not be included in the bargaining unit.

ARTICLE 2 SCOPE OF CONTRACT/MID-TERM BARGAINING

Section 1. It is mutually agreed that this Agreement (Contract), unless expressly stated to the contrary, supersedes and cancels all other written contracts, with the exception of work rules or 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 City of Youngstown and the Union and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make its demands and proposals with respect to any subject 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 is set forth in this document.

Therefore, the City of Youngstown 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.

ARTICLE 3
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below.

The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Youngstown or Rules and Regulations of the Civil Service Commission of the City of Youngstown, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The City retains the exclusive rights to manage and direct its working force. In the exercise of this right, the City shall observe the provisions of this Contract, as well as the provisions of applicable law. Unless the City agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of the City to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for proper cause or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

This determination of proper cause or other legitimate reasons is exclusively subject to this Contract's grievance procedure as per Ohio Revised Code.

ARTICLE 5

UNION MEMBERSHIP AND DUES DEDUCTION, AND FAIR SHARE FEES

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

Section 2. Dues Checkoff. The City will deduct monthly dues, assessments and initiation fees each as designated, in writing, by the local union officer who is so empowered. This is to include uniformly required membership dues and assessments of the Union. The deductions are to be made on the basis of the individually signed authorization checkoff cards. The individual Union shall defend and indemnify the City against any claims or demands against it arising out of this deduction.

Section 3. Fair Share Fees. Upon advance written notice of forty-five (45) calendar days to the Director of Law, the Union may assess fair share fees in accordance with the following provisions. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the City shall deduct fair share/service fees levied by the Union from the pay of each employee. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 4. Fair Share Fee Deduction Procedure. All employees in the bargaining unit who, sixty (60) days after the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union. The fair share fee amount shall be certified to the City by the Local Secretary-Treasurer and shall be calculated in accordance with Ohio Revised Code 4117.09(C) and applicable federal legal standards. The fair share fee amount shall be certified to the City by the treasurer of the local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify non-members of the bargaining unit of its internal rebate procedure, which advises the bargaining unit member of a procedure which shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

ARTICLE 6
NON-DISCRIMINATION

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

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

ARTICLE 7
UNION ACTIVITY

Section 1. There shall be no Union activity on City time, except as approved by the City or its designated representatives employed by the City, or as otherwise provided within the collective bargaining agreement.

ARTICLE 8
NO STRIKE/NO LOCKOUT

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

Nothing within this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or bargaining unit employees to deal with any unauthorized or unlawful strike/work stoppage.

Section 2. The City shall not lockout any employees within the bargaining unit for the duration of this contract, provided there is no violation of Section 1 above.

ARTICLE 9
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures.

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

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 10
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, demoted 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.

Bargaining unit members shall be provided written documentation reflecting the issuance of discipline (i.e., letters of instruction and cautioning, written warning, suspensions, etc.).

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

Section 3. Progressive Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The parties acknowledge that the severity of discipline in licensure/substance related infractions may be enhanced by additional conduct

violations arising from the same circumstances (e.g., accidents in city equipment, insubordination, etc.).

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to provide the employee an opportunity to respond to the charges. The Employer shall notify the employee and the Union in writing of the charges against the employee. This notification shall also include the time and place of a predisciplinary meeting, to be held no sooner than twenty-four (24) hours following issuance of the notice.

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. Disciplinary Appeals. 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.

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

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions Expired Last Chance Agreements, and Licensure-related discipline	twenty-four (24) months

For purposes of force and effect, the time period the discipline issued in connection with the failure to maintain licensure begins to toll is from the time period that the employee regains the required licensure and returns to active duty in the capacity that he held previously. Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future drug/ alcohol related 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, but may be used for purposes of notice.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. The applicable procedures of this contract will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this contract.

Section 2. Definition. A grievance is any dispute between an employee and/or the Union and the City or its representative(s) involving the interpretation or application of this collective bargaining contract.

Section 3. Designated Stewards. The Union shall certify to the Mayor/designee, in writing, those persons 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 and certified representative.

Section 4. Procedure Generally. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the City prior to the filing or starting of the grievance.

Where an employee/Union elects to file a grievance, all grievances shall be processed on forms which appear in Appendix "B" of this Contract. If an employee has a dispute with the City, he and his Union representative may elect to discuss said matter with his/her immediate supervisor, within fourteen (14) calendar days after the occurrence initiating the dispute. If a resolution is not reached during that time, the Union may initiate a grievance at Step 1.

A grievance can be started by the Union representative starting at Step 1. Grievances must be started within twenty-one (21) calendar days following the occurrence that initiated the dispute, and all grievances must be filed and processed at each step of the procedure to be valid. In cases of discharge, the grievance will commence at Step 2 within the established time frame.

Section 5. Procedure.

Step 1. Department Head/Designee. Within twenty-one (21) calendar days of the date of the event on which the grievance is based, the employee or Union may file a grievance with the head of the department or his authorized representative.

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 ten (10) 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.

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

Step 2. Mayor/Designee. Upon receipt of the Step 2 appeal, the Mayor's designee shall then either grant the remedy requested by the employee, deny the grievance, or hold a meeting to evaluate the grievance. Within fourteen (14) calendar days of this meeting, the City's representative shall issue a written decision and transmit a copy of same to the Union and the affected employee.

Step 3. Arbitration. Within thirty (30) calendar days after the receipt of the decision of the City's representative, the grievance may be appealed to arbitration. This appeal to arbitration is conditioned on the signed approval of the appeal by the appropriate representative of the Union.

Section 6. Selection of the Arbitrator. Within ten (10) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the City and the Union shall jointly request from the Federal Mediation and Conciliation service a panel of nine (9) Ohio resident, national academy certified arbitrators. Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.

Section 7. Hearing Procedure. If the question of the arbitrability of the issue is raised, the arbitrator shall rule first on this question. If arbitrator rules that the grievance is arbitrable, he or she then shall proceed to conduct a hearing on the merits and issue the decision within sixty (60) days following the hearing..

Section 8. Hearing Fees/Costs/Facilities. The City shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be equally borne by the City and the Union. The arbitrator's fees and other expenses shall be borne by the loser of the arbitration. The costs associated with the appearance of witnesses, attorneys, or consultants and the production of documents shall be borne solely by the party which calls the witnesses, requests the documents or employs the attorney or consultant.

Section 9. Decision/Restrictions on the Arbitrator. The arbitrator's decision shall be binding upon the City, the Union and the grievant, subject to the provisions of the Ohio Revised Code. The authority of the arbitrator shall be subject to the following limitations:

- A. The arbitrator shall have no power to add to, delete from or modify any of the terms of this Agreement or to rule on any matters except when this Agreement is in full force and effect. The arbitrator shall have no power to establish language for this Agreement or to change any existing wage rates or fringe benefits.
- B. The arbitrator shall have no authority to impose any obligations upon the City unless clearly required by an express provision of this Agreement.
- C. All findings and decisions for back pay shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation that he may have received during the period in question and wages or salaries earned from other sources during that period.

Section 10. Arbitration Timelines. All grievances shall be submitted to FMCS within sixty (60) calendar days of the grievance being submitted for arbitration or the grievance will be considered untimely.

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

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

If the City fails to hold a hearing or issue a decision within the time limits provided in this article, the grievant or Union may appeal the grievance to the next step, in accordance with the applicable time limitations. Where a grievance is resolved based on failure to appeal the matter to the next step, the resolution shall not be considered to set precedent for future grievances over the same issue.

Time limits established by this article may be extended by mutual agreement of the parties.

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

ARTICLE 12 **LAYOFFS AND RECALLS**

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 seven (7) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force or layoff is to be made within the force, it shall occur by plant seniority within the affected classification. Plant seniority is calculated in accordance with Article 13, Seniority. The member with the least amount of plant seniority in the affected classification shall be laid off first. An employee who is laid off may utilize his plant seniority to displace (bump) an employee with less plant seniority in another bargaining unit classification within the same classification series provided the employee is qualified to perform the essential functions of the position. If a displaced employee cannot utilize his plant seniority to displace a less senior employee in his classification or classification

series, he can attempt to utilize his plant seniority to displace a member in the unskilled laborer classification provided the employee is qualified to perform the essential functions of the position. The employee with the least plant seniority in the affected classification will be displaced.

Any employee provided notice of layoff or displacement shall have three (3) workdays to notify the Employer in writing of the classification he desires to bump into.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for three (3) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off.

Employees 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 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total Seniority shall be an employee's uninterrupted length of continuous, full-time service with the City.
- B. **Classification Seniority.** Classification seniority is defined as the length of continuous, uninterrupted full-time service in a specific classification represented by the bargaining unit.
- C. **Plant Seniority.** Plant seniority is defined as the length of continuous, uninterrupted full-time service as a member of this bargaining unit in the Waste Water Treatment Plant.

Section 2. List Posting. The City shall post a seniority roster indicating the total seniority, plant seniority, and classification seniority in the various departments of the City with employees represented by the Union.

Section 3. Seniority During Probation. An employee shall have no seniority for the probationary period, but completion of the probationary period shall result in seniority commencing retroactively to the date of hire.

Section 4. Seniority Credit for Civil Service Exams. Bargaining unit members taking a civil service exam will have seniority credit added to their score in accordance with the rules and regulations of the City of Youngstown Municipal Civil Service Commission.

Section 5. Seniority is broken when:

- A. The employee resigns or retires;
- B. The employee is discharged for cause;
- C. He is laid off for a period of time exceeding twenty-four (24) months;
- D. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any applicable leave available to him;
- E. He refuses to accept recall or fails to report to work within seven (7) calendar days from the date the Employer sends him a recall from layoff notice, said notice shall be sent via U.S. certified mail with return receipt;
- F. Failure to report for work for more than five (5) consecutive work days without having given the City notice of this absence prior to or during this five (5) day period, unless the City determines a justification exists for the failure to give such notice.

ARTICLE 14 **PROBATIONARY PERIODS**

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

Section 2. Promotions/Subsequent Positions. Current non-probationary employees transferring to another full-time bargaining unit position shall be required to successfully complete a probationary period. The probationary period for such employees shall continue for a period of ninety (90) days. The employee may voluntarily return or may be returned to his previous position at any time during the probationary period and shall have no appeal over such decision. Where an employee is displaced from a position as a result of another bargaining unit member being returned or voluntarily returning during this subsequent probationary period, the displacement shall not be subject to appeal. The Employer agrees to provide the Union with an explanation when it determines that an employee is to be returned to his prior position.

ARTICLE 15 **JOB DESCRIPTIONS AND CLASSIFICATIONS**

Section 1. Job Descriptions/Classifications. The Union acknowledges that it is within management's rights to establish and adjust the essential functions and job duties for those positions occupying all bargaining unit classifications.

Section 2. Notice. The Employer agrees that prior to the date of implementation and adoption by the Civil Service Commission, changes in job descriptions or classifications will be discussed with the Union.

Section 3. Creation/Adjustment of Job Classifications. Whenever the Employer substantially changes the method of operation, tools or equipment of a job (i.e., a substantial change involves one where the knowledge, skills, abilities, experience requirements, required licensure, etc. necessary to perform the duties for a classification are increased or decreased significantly), or if a new job is established which has not previously been classified, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included in the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

Section 4. Should the parties agree that the new classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). The City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. The Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

Section 5. Should the parties disagree on the inclusion of the new classification in the bargaining unit, the Union or Employer may petition to clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or restructured classification is to remain or be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 6. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for fact finding in accordance with R.C. 4117.

ARTICLE 16 **OUT OF CLASSIFICATION ASSIGNMENTS**

Section 1. Rate of Pay. It is understood by the parties hereto that if the above unscheduled call out and/or assignments involves the employee working in a task or position that pays less than his regular job or position, the said employee will then be paid the wage or salary that he or she earns in their regular job or classification.

Section 2. Procedure. In the instance where management determines that it is necessary to assign an employee out of his classification to perform another job, the employee with the longest continuous service in the unit or classification shall be given the first opportunity to perform the said job; provided that management determines before making the assignment that the employee with the longest continuous service has the ability and physical fitness to perform the work. This section is further subject to the provision that anyone who does not take or who fails a civil service exam for the higher paying position will not be allowed to temporarily fill that position so long as there is an existing list.

If an employee refuses to perform tasks out of his classification for any unjustifiable reason, the City then refuses to honor his seniority status for similar assignments during the applicable payroll period.

The date and circumstances of the refusal of the employee shall be recorded and kept by the City for at least three (3) months.

Section 3. Filling Temporary Jobs or Assignments. For the purpose of filling a temporary job or an assignment of a temporary nature, where an increase in wages is involved, the employee who fills the temporary job or assignment shall advance to the first applicable step on the wage schedule for the higher classification that provides a wage increase.

Such assignment or assignments shall be made on the basis of classification seniority from the employees in the classification in the next lower pay range; provided, however, that the employees selected must have the ability and qualification to perform the duties required by the position to be filled and cannot have failed to take or failed a civil service exam for the higher paying position.

Section 4. Collection Systems Operator's List. In regards to work assignment and call-out, after the collection systems operators list has been exhausted, laborers will be assigned in order of seniority.

Section 5. Laborers Assigned to Sewer Crews. Laborers with CDLs will receive out of class pay as a collections systems maintenance operator when actually operating machinery on the crew.

ARTICLE 17 **CDL LISCENSURE/TESTING**

Section 1. 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 2. Attempts to Qualify. Any limitations on the number of qualifying attempts that may be taken will follow applicable state laws.

ARTICLE 18 **LICENSE REQUIREMENT**

Section 1. Required Certification. The parties acknowledge that the minimum qualification of the classifications and positions of Plant Operator, Collections System Operator, Plant Mechanic/Oiler, Truck Mechanic, Electrical Instrument Techs, Utility Helper, and Mechanic Helper require the employee to obtain and maintain a minimum Class I licensure. In order to facilitate that process, the parties agree to the following procedure:

1. **Time to Obtain Class I License.** All persons accepting one of the above positions must obtain a Class I license within two (2) years from their first eligible test date, as determined by the Ohio Administrative Code for the certification of operators.

2. Number of Attempts. A maximum of three (3) consecutive test attempts, starting from the first eligible test date pursuant to Item 1, may be granted to any person who has prepared themselves by successful completing of OTCO correspondence or classroom courses.
3. Failure after Third Attempt. If after the third consecutive attempt, the individual has not attained a Class I license, they will have to appear before a review committee, comprised of two management representatives appointed by the Superintendent and two representatives appointed by the Union President to determine if those individuals are showing a serious attempt to better prepare themselves for the next State exam. The review board will recommend to the Superintendent what course that employee should follow, such as going back to school, take an oral exam, more in-house training, etc., and taking the next available exam.
4. Discipline. Any person not complying with any of the previous provisions are subject to disciplinary actions up to and including termination under the current collective bargaining agreement.

Section 2. Licensure Fees/Expenses. All Waste Water license renewal fees will be paid for by the City for the first attempt only. Bargaining unit employees will be reimbursed mileage for travel to the EPA licensing exams at the current rate as established by City ordinance.

ARTICLE 19 **LICENSURE MAINTENANCE/REPORTING REQUIREMENTS**

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

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

- A. 1st 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. 1st 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, such failure shall constitute just cause for purposes of termination. The parties agree that it is the employee's obligation to know the status/remain informed of the status of his license at all times. The only issue to be put before an arbitrator, should the Employer's decision to issue discipline be challenged, is whether or not the employee provided notice to the Employer of the failure/suspension/revocation.
- C. 2nd 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 termination, pursuant to Article 10, for failure to remain qualified to perform the duties of his position.

ARTICLE 20 HOURS OF WORK/SCHEDULING

Section 1. Work Day and Work Week. The normal work day consists of eight (8) consecutive hours, except for unpaid lunch periods, in a twenty-four-hour period. The normal work week for non-continuous operations shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days within a seven (7) day period.

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

Section 3. 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, including but not limited to deviations from the normal work week schedules made necessary because of breakdowns or other matter beyond the control of management including snow or weather conditions that necessitate emergency snow control or weather condition scheduling. The above example is illustrative only, and shall in no way be interpreted to restrict or compromise management rights.

Section 4. Notice for Schedule Adjustments. The City agrees, in those instances where the City determines that there shall be substantial changes in the regular scheduling of employees, that said schedule changes shall be discussed with the Union representative prior to their being instituted.

ARTICLE 21 OVERTIME

Section 1. FLSA Overtime. The parties agree that, except as otherwise noted, overtime due under the Fair Labor Standards Act (FLSA) shall be paid in accordance with the Act. Bargaining unit members shall be entitled to receive one and one-half (1 1/2) times their base hourly rate of

pay for all hours worked in excess of forty (40) hours during the standard seven (7) day, one hundred sixty-eight (168) hour work week.

Section 2. Contractual Overtime. An employee shall receive one and one-half (1 1/2) times his hourly rate for each hour or fraction thereof which he or she works in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of forty (40) hours in a seven (7) day period.

Section 3. Overtime Lists. All overtime lists will be on a rotational basis.

Section 4. Payback List. An employee who is forced to turn down overtime due to EPA class time will be put on "payback list."

Section 5. Hours Worked Defined. In addition to hours actually worked, for purposes of contractual overtime, time spent on vacation, jury duty, and bereavement leave shall be considered hours worked for overtime eligibility under the contract. Military leave that is given for scheduled work days shall also be considered hours worked for overtime eligibility. For those employees assigned to non-continuous operations, holiday pay shall also be considered to be hours worked for overtime purposes.

Section 6. Overtime Approval. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 7. Mandatory Overtime. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. In the event that overtime needs to be ordered, it shall be ordered from the least senior employee in the classification from which the order is to be made and, if applicable, presently available at the work location.

ARTICLE 22 **CALL-OUT/ON-CALL PAY**

Section 1. Call-Out Minimum. An employee who is called out to work during the four (4) hour time period that does not abut the beginning or ending of his regularly scheduled shift shall receive a minimum of four (4) hours pay at the applicable rate of pay. Where the call out time occurs in the four (4) hour time period immediately preceding the employee's regularly scheduled shift, the employee shall receive pay, at the applicable rate, for the time period of the call-out until the beginning of the regular shift.

Where the employee is called back to work in the four (4) hour time period after his shift ends, he shall receive pay at the applicable rate, for the time period from the end of the regular shift until the completion of the call-out task(s).

Call-out minimums do not apply to holdover situations. Additionally, a call-out minimum payment covers all calls during the applicable time period, and there shall be no pyramiding of minimum call-out payments.

Section 2. On-Call Pay Requirements. Bargaining unit members assigned to be on call are expected to be available to respond if called out, within a reasonable proximity so that response will be prompt, and fit for duty during all on-call periods. Failure to respond when on call will subject an employee to discipline, and result in the loss of the on-call pay supplement for that week.

Section 3. On-Call Pay Eligibility/Amount. Bargaining unit members that are scheduled by management to be on call shall receive one hundred eleven dollars (\$111.00) per week that they are required to be in on-call status.

Section 4. Weekly On-Call Coverage Trades/Changes. Upon the approval of the Employer, an employee scheduled for on-call status may be allowed to switch his on-call week with another qualified bargaining unit member.

Section 5. Daily Emergency On-Call Coverage Trades/Changes. Upon the approval of the Employer, on-call personnel may be permitted to switch with another qualified person in their department on a daily basis. Approval for daily changes will be granted only during normal work hours (7:00 a.m. through 3:00 p.m.) on Monday through Friday, and the employee seeking the switch must also notify the computer room personnel of the changes for this period of time.

Section 6. Overtime Pay Back List. On call personnel in collections systems will be put on a payback list for overtime.

ARTICLE 23
WAGES

Section 1. For the term of this agreement, the wages for bargaining unit employees shall be as set forth in the Wage Schedule, Appendix C.

Effective with the pay period including November 15, 2014 (provided Union accepts TA on or before November 6, 2014, and City Council accepts on or before November 12, 2014)	a one percent (1%) general wage increase
July 1, 2015	a one and one-half percent (1.5%) general wage increase
July 1, 2016	a one percent (1%) general wage increase

Section 2. Step System Administration. For employees hired prior to July 1, 2014, the City will maintain pay steps for the position of Laborer as follows: There will be six (6) steps for Laborers. Employees appointed to the position will automatically move up a step every six (6) months so long as that employee has actually worked the six months.

Laborers hired on or after September 1, 2014, and all other classifications within the unit shall be subject to a step system. Employees will enter at seventy five percent (75%) of the top rate of the applicable classification, move to eighty percent (80%) of the top rate after completing year one (1), and progress five percent (5%) after completing their second (2nd) year, third (3rd) year,

fourth (4th) year, and fifth (5th) year. After five (5) years of service the employee will be at the top rate of the pay scale. Members of the bargaining unit, hired after September 16, 2008, that are promoted shall be placed at the lowest step in the system within the applicable classification so that there is an increase.

Section 3. Waiver of Step System Requirement. The Employer, at its sole discretion and based on its determination that a new employee's knowledge, skills, abilities, experience level, or licensure warrant a waiver, may place a new hire at a step above that which the employee would normally be placed. Thereafter, the employee will proceed through the step system in accordance with the parties' Agreement.

ARTICLE 24 **PERS PICKUP**

Effective upon the execution of the Agreement, the City agrees to pick up and pay one percent (1.0%) of the employee's PERS contribution during the term of the parties' Agreement.

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 Anthem Blue Cross PPO (or a comparable health care coverage and benefits plan) medical, hospitalization, vision, dental, and prescription insurance coverages and benefits per the summary of coverages and benefits attached hereto as Appendix D, or as otherwise established by a health insurance review committee (HIRC).

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 provide life insurance and accidental death and dismemberment insurance in the face amount of fifteen thousand dollars (\$15,000) for active employees and four thousand seven hundred fifty dollars (\$4,750) for retirees. Any employee hired on or after January 1, 2002, will not be eligible for any retiree life insurance. The City and the Union will attempt to obtain optional additional life insurance at group rates at the employee's expense.

Section 4. Insurance Waiver. If any bargaining unit member elects to refuse the coverage set out in Section 1, then the bargaining unit member shall be paid the premium saved by the City, one hundred seventy-four dollars and forty cents (\$174.40), payable in bi-weekly increments. Such election is contingent upon the bargaining unit member documenting the existence of health care coverage and executing a waiver of the City's group plan and further waiving any action for damages or reimbursement resulting from such election. A bargaining unit employee whose spouse or parent works for the City shall not be eligible for this incentive.

Section 5. Employee Contributions. 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 August 1, 2016, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, and prescription coverage.

Section 6. 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 7. 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 8. 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 2 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. Eligibility. All employees who have completed two (2) years of service with the City of Youngstown, in any division of the City's work force, shall be eligible for longevity payment. However, all bargaining unit employees hired on or after January 1, 2002, who have completed not less than three (3) full years of service, shall be granted longevity pay. The cap on longevity is set at twenty-five (25) years.

Section 2. Amount/Payment Timing. Longevity shall be paid at the rate of sixty-two dollars (\$62.00) for each year of service in any division of the work force of the City of Youngstown completed as of September 1. Effective in calendar year 2015, longevity shall be paid at the rate of sixty-five dollars (\$65.00) for each year of service in any division of the work force of the City of Youngstown completed as of September 1.

Payment shall be made in the first week of December.

ARTICLE 27
SHIFT DIFFERENTIAL

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

Section 2. Administration of Differential Payments. Those employees who start their turn in the times designated for each shift shall receive, in addition to their regular rate, the applicable shift differential payment for all hours worked as part of their shift. Employees shall not be eligible for a change in shift differential rate during the hours of a shift worked.

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

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

Section 4. Amounts. Those hours worked between 3:00 p.m. – 11:00 p.m. receive a shift differential of fifty-five cents (\$.55) per hour. Those hours worked between 11:00 p.m. – 7:00 a.m. receive a shift differential of sixty-five cents (\$.65) per hour.

ARTICLE 28
EXPOSURE PAY

Section 1. Amount. After the completion of probation, bargaining unit members shall be eligible to receive seven hundred seventy dollars (\$770.00) annually for exposure pay. Payment shall be made in the form of a lump sum in accordance with the procedures of the finance department, and not added to each employee's base rate of pay. Commencing in calendar year 2015, bargaining unit members shall be eligible to receive eight hundred and five dollars (\$805.00) annually for exposure pay.

Section 2. Proration of Payment. An employee must complete the one hundred and twenty (120) day probationary period before becoming eligible for exposure pay. The employee must be on the payroll and actually working so that payments to those not working for any reason other than regularly scheduled vacation will have the exposure pay prorated. Proration will begin after a forty-five (45) consecutive day absence other than vacation.

ARTICLE 29
COLLEGE EDUCATION BONUS

Section 1. Annual educational bonus payments shall be made in the month of January as set forth below:

- A. **Associate's Degree.** For each bargaining unit employee who has an associate degree, such employee shall receive an extra annual bonus of one hundred seventy-five dollars (\$175.00).
- B. **Bachelor's Degree.** For each bargaining unit employee who has a bachelor's degree, such employee shall receive an extra annual bonus of two hundred dollars (\$200.00)
- C. **Master's Degree.** For each bargaining unit employee who has a master's degree, such employee shall receive an extra annual bonus of two hundred twenty-five dollars (\$225.00).

ARTICLE 30
UNIFORMS/EQUIPMENT ALLOWANCE

Section 1. Uniforms/Safety Equipment. The City shall provide bargaining unit members with identifiable uniforms, including two (2) jackets with a City of Youngstown logo, and safety equipment. Bargaining unit members are required to wear the uniforms provided by the Employer and properly utilize the provided safety equipment. Failure to adhere to these requirements may subject an employee to disciplinary action.

Section 2. Boot/Safety Glasses Allowance. Those employees that are required to wear a specific type of work boot in the performance of their duties shall be reimbursed up to one hundred and fourteen (\$114.00) dollars annually for the purchase of approved work boots. An employee may elect to forego his boot allowance in any given year and then utilize that amount in conjunction with the following year's allowance to purchase boots, not to exceed two hundred and twenty-eight

(\$228.00) dollars. The City also agrees to reimburse bargaining unit members that require the use of prescription safety glasses up to three hundred twenty-five dollars (\$325.00) annually for the purchase of prescription safety glasses.

Section 3. Documentation. In order to receive reimbursement, receipts must be submitted based on timelines posted by the General Accounting Manager. With the exception of the fourth quarter, receipts must be submitted by November 30 of each calendar year.

ARTICLE 31 **LICENSURE FEES/REIMBURSEMENT/CONTACT HOURS**

Section 1. Licensure Costs/Expenses. With prior approval of the Employer/designee, the cost of tuition, books, and testing fees will be paid by the City upon successful completion of an examination required for obtaining one of the licenses described in Article 18. Such approval should not be unreasonably withheld.

Section 2. Seminar/Workshop Costs. With prior approval of the Employer/designee, the tuition costs for seminars/workshops may be paid by the City of Youngstown. The seminar/workshop must be directly related to the employee's City of Youngstown employment.

Section 3. Contact Hours. The City agrees to schedule twelve (12) hours of on-site training classes for contact hours bi-annually as required by the State of Ohio for bargaining unit employees to maintain a Class 1 Waste Water License. The twelve (12) hours will include six (6) hours of safety training and six (6) hours of operation and maintenance training, or such other combination of training as required.

ARTICLE 32 **RETIREMENT AND SEVERANCE**

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

Section 2. If an employee dies prior to retirement, the City shall pay his/her designated beneficiary, or the legally appropriate beneficiary, the full value of his/her accumulated vacation time, and thirty-five percent (35%) of the value of his/her accumulated sick leave. This shall be paid on the basis of the hourly wage at the time the benefit was accrued, whichever is greater. The proper designation of the beneficiary shall be made on forms provided by the City of Youngstown's Risk Management office.

ARTICLE 33 **Y. M. C. A. REIMBURSEMENT**

Section 1. The Employer agrees that it shall reimburse bargaining unit members one hundred fifty-three dollars and twenty-eight cents (\$153.28) annually for a City of Youngstown YMCA

membership. To receive this reimbursement, receipts must be submitted by November 30 of the current year documenting the expenditure.

ARTICLE 34
SICK LEAVE BONUS

Section 1. For each quarter in which an employee does not use his sick leave and maintains a sick leave balance of one hundred twenty (120) hours or more, he shall be entitled to a bonus of one hundred fifty-five dollars (\$155.00) that is from First Quarter, October through December, inclusive; Second Quarter, January through March, inclusive; Third Quarter, April through June, inclusive; and Fourth Quarter, July through September.

Section 2. Payment Schedule. These cash bonuses are payable at the end of November or early December in the calendar year in which earned. The cash bonuses for the non-use of sick leave shall not be prorated under any circumstances. It is understood by and between the parties that lost time from injury at work or lost time due to bereavement leave does not affect this cash incentive program.

ARTICLE 35
HOLIDAYS

Section 1. Holiday Pay. An employee shall be paid at his/her normal daily rate of pay for eight (8) hours each holiday (i.e., holiday pay) for each of the recognized holidays listed below, provided that he satisfies the requirements of this article.

- | | |
|---------------------------|----------------------|
| 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 Schedules. Holiday schedules will be posted one (1) week in advance.

Section 3. Holiday Pay Rate. An employee that is scheduled to work on any of the recognized holidays above shall, in addition to the holiday pay provided in section 1, receive one and three-quarter (1 3/4) times his/her normal hourly rate of pay for each hour worked on said holiday. This premium will be paid regardless of any other circumstances. There is to be no doubling of holiday pay under any circumstances.

Section 4. Holiday Pay Eligibility. In order to be eligible to receive holiday pay as set forth in Section 1, an employee must work his last regularly scheduled shift before, the day of if applicable, and first scheduled shift after the holiday.

Section 5. Personal Holiday Scheduling/Eligibility. The personal holiday listed above can be taken by the employee upon one (1) working day notice subject to the approval of his department head. Employees must complete the one hundred and twenty (120) day probationary period before

becoming eligible for the personal holiday. An employee who intends to use the personal holiday in the month of December must request said day by October 1 of that year. If December is unavailable due to scheduling conflicts, the personal holiday may be refused by the City and the employee will be forced to use the day prior to December 1 of that year.

ARTICLE 36
VACATION

Section 1. Benefit. Each full-time employee shall be granted paid vacations and accrue vacation time on the basis of full-time employment with the City according to the following schedule:

After one year of service	2 weeks
After five years of service	3 weeks
After eleven years of service	4 weeks
After seventeen years of service	5 weeks

Notwithstanding the above, any employee hired on or before September 1, 2014, shall remain eligible to accrue six (6) weeks of vacation after twenty-three (23) years of service.

Section 2. Eligibility/Usage. The length of vacation is determined by an employee's full-time employment anniversary.

The City will continue to utilize a "use-it-or-lose-it" vacation policy. Employees hired after December 31, 2001, 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 a pro-rated amount of vacation from the anniversary date until December 31 of the first anniversary year. This pro-rated amount will be determined by the vacation hours earned from the employee's hire date to December 31 of the initial hire 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. Thereafter, the employee's anniversary date shall be January 1 of said anniversary year.

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. Annual vacation scheduling and selection will generally be conducted within each specific division by classification seniority, except that the City reserves the right to allocate/adjust the vacation schedule in order to assure the orderly operation of the department. Vacation choice by classification seniority is only applicable prior to April 1 of each year. After April 1, vacation choice is on a "first come - first serve" basis. The bargaining unit member with the greatest classification seniority shall receive first preference for selection of vacation time provided that such request is submitted during the designated annual scheduling period. Scheduling of vacation in two (2) day blocks shall take precedence over requests for less than that amount. Sixteen (16) hours of vacation may be taken in increments of one (1) hour or two (2) hours. Vacation increments of one (1) or two (2) hours cannot be combined, and must be taken

at the end of the employee's shift. Vacation requests for a half-day or single day may be taken as set forth in this section.

ARTICLE 37
SICK LEAVE

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

Section 2. Status/Benefit Entitlement During Leave. Sick leave compensation shall be computed at the employee's normal daily or hourly rate at the time absence occurs. An employee on sick leave or injured on duty leave shall be considered as being on the payroll and entitled to all benefits thereof, save those mentioned 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 (1) hour prior to the start of his shift, unless an emergency prevents such notice. Additionally, within eight (8) hours of each scheduled shift thereafter, the employee will notify the Employer of his availability.

Section 6. Documentation. The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. This statement will be accepted if legible, subject to verification at a later time by the City. If medical attention is required, or the absence is greater than three (3) days, a certificate stating the 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 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.

Section 7. Sick Leave Transfer. An employee who transfers to the City from another public agency shall not be credited with any unused accumulated sick leave.

Section 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 corrective action. 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 38 **BEREAVEMENT LEAVE**

Section 1. Bereavement Leave. Employees shall be eligible for paid bereavement leave, not to exceed three (3) scheduled duty days, for death in their immediate family. Immediate family shall include the employee's spouse, a child (natural or adopted), current stepchildren, father, mother, father-in-law, mother-in-law, grandparent, grandparent-in-law or grandchild, brother or sister, brother-in-law or sister-in-law. At the discretion of the Department Head, an employee may be allowed an additional seven (7) days off without pay.

ARTICLE 39 **LEAVE WITHOUT PAY**

The Rules and Regulations of the Youngstown Civil Service Commission as to leave of absence apply. Leave of absence will be granted pursuant to those rules.

ARTICLE 40
PERSONAL DAYS

Section 1. Amount. Each employee may be given three (3) personal business days each year. Two (2) of these days shall be paid and deducted from the employee's sick leave balance and one (1) day shall be unpaid. These days will not affect longevity, vacation, or sick leave bonus.

Section 2. Usage/Scheduling. Use of these days is expressly conditioned upon no creation of overtime and the operational needs of the Employer. An employee wishing to use personal business days will be required to submit his request to the Department Head or his designee with at least three (3) days notice. An employee refused personal business days must come to work or face disciplinary action. Personal days may not be scheduled for an employee's regularly scheduled shift before, on if applicable, or after a recognized holiday. In the event of a documented emergency situation, a request for usage with less than three (3) days notice shall be granted.

ARTICLE 41
JURY DUTY LEAVE

Section 1. Any employee while serving as a juror on a duty day shall receive full pay and benefits from the City and shall reimburse to the City any pay received from the courts. If not reimbursed to the City within thirty (30) days, the City will deduct the amount from the employee's next pay and the employee may be subject to discipline. This article applies to service in any court system (i.e., municipal, county, state, or federal).

ARTICLE 42
UNION LEAVE

Section 1. Union Activity during Work Hours. The City will attend labor management meetings, attend grievance meetings, or attend to other scheduled meetings between the parties, if necessary, with the understanding that at no time will overtime be paid to the designated officer. The Union will cooperate in covering his/her job duties for the period involved.

Section 2. Unpaid Union Leave. Four (4) elected Union officials may use up to six (6) days per officer of unpaid Union leave without effect on vacation accruals. Additionally, one (1) elected Union official may use up to eight (8) days of unpaid union leave without effect on vacation accruals. Any leave in excess of the allotment set forth above will result in loss of vacation accruals. This unpaid leave may be used for attendance at Union training and education and is subject to the approval of the employee's supervisor. An employee is required to submit a written request to his supervisor within fourteen (14) calendar days of the requested leave. Documentation demonstrating the need for Union leave to attend a training or education seminar must be included with the written request.

ARTICLE 43
INJURED ON DUTY (IOD)

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

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation only if the employee obtains medical treatment from a schedule of providers designated by the City (see Appendix E). Changes to the schedule of providers shall be finalized in January of each year. Bargaining unit members may submit provider names to the law director in writing during May of the current year or by November 1 of each preceding year. An employee who chooses to seek treatment from a medical provider who is not included in the City's schedule of providers will not be entitled to IOD pay, but will be entitled to any benefits the Bureau of Workers' Compensation will allow. The City reserves the right to add or delete health providers from the City's schedule of providers.

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

Section 3. Continued Participation. Continued participation in the IOD program is dependent on the employee suffering an on-the-job injury certified by the City and 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 or vacation leave which shall be reimbursed if, after the Bureau determination or the administrative appeal process, whichever stage finalizes the process, it is found by the Bureau, Industrial Commission or a court that the claim was incurred in the scope of City employment.

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

Section 7. Duration. Wages and all benefits, except sick leave as excluded by Article 37, Section 1, for those off-duty on IOD will be continued for up to two thousand eighty (2080) hours in a three (3) year period from the date of injury if all requirements above are met. After that period an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for City benefits including sick or vacation accrual. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another six (6) months if the employee continues to provide the City with doctors' reports stating that he is unable to return to work at least one time per month, provided that the employee has not been disability separated. After exhaustion of this six (6)-month period, the City shall treat such as a "reduction of hours" Cobra-qualifying event and make necessary modifications to the employee under COBRA.

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

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

Section 9. Light Duty/Transitional Work. If the employee is able to work in a light duty or transitional work assignment, the City may provide work in any City department, if available. A light duty or transitional work assignment shall not exceed sixty (60) days, unless permitted by the City.

An employee cannot refuse to accept a light-duty or transitional work assignment. Only an employee's physician may provide evidence supporting an employee's inability to accept a light-duty or transitional 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 is counted toward the two thousand eighty (2080) hour limit for payment of IOD.

ARTICLE 44
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 five hundred (500) 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.

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 April 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 waive his eligibility threshold of earned sick leave, for the purposes of Sections 2. It is within the Appointing Authority's sole discretion as to whether or not to grant such a waiver.

ARTICLE 45
LABOR MANAGEMENT COMMITTEE

Section 1. Purpose. To facilitate better communication and understanding between Local 725 ~~2163-6~~ and the City of Youngstown and for a discussion of rules, regulations, administration of this Agreement and other matters of mutual interest or concern, a Labor-Management committee is hereby established.

Section 2. Composition. This Committee shall consist of five (5) members of management and five (5) members of the Union.

Section 3. Meetings. Meetings will be held at times and places mutually agreeable to the parties. The parties shall provide each other with an agenda of the issues to be discussed and a list of the parties who will be in attendance at least one week prior to the scheduled date of the meeting.

Section 4. Agenda. For any labor/management meeting, both parties will endeavor to provide the other with information as to the topic(s) to be discussed prior to the meeting for informational purposes only.

ARTICLE 46
SAFETY PROGRAM

Section 1. A safety program will be established whereby a Union/management safety committee will meet once per month on a day mutually selected by the parties for the purpose of discussing safety and health in plant and collections systems operations. The committee will consist of four (4) representatives from the City and four (4) representatives of the Union, appointed by the Union president.

Section 2. The Union and City committee will jointly devise a safety policy for use on the job with a procedure for addressing any safety infractions. Should an employee, after first completing this process, remain dissatisfied with the resolution of the issue by the safety program, he/she will have the ability to grieve the reasonableness of the safety committee resolution directly into third step.

ARTICLE 47
DRUG/ALCOHOL TESTING PROGRAM

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 F and are fully incorporated herein. The parties agree that all employees of the Youngstown Waste Water Department 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 CDL Drug and Alcohol Testing Program.

Effective March 1, 2015, Waste Water Department employees will be considered safety sensitive employees for purposes of random drug testing.

ARTICLE 48 PERSONNEL FILES

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

Section 2. 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.

Section 3. Access. Each employee shall have the right to inspect his or her file at any reasonable time. The employee shall not remove any document from said file, but shall be permitted to make copies of documents in the file. The file shall be accessible to the legal representative of the employee or to an authorized representative of the Union, who shall be permitted to make copies of file documents, but only to the extent that the materials are public records.

Section 4. Clarification. If an employee disputes the accuracy of any of the documentation contained in the personnel file, he may enter a statement into the file in order to clarify the documentation. This statement shall not be derogatory or inflammatory in nature, and after inspection by the Employer's representative, will be appended to the material at which it is directed.

ARTICLE 49 DEFERRAL OF INCOME AND TAXATION

Section 1. The City will defer the employee share of the Ohio Public Employee Retirement System (OPERS) contribution that the individual employee is required to pay pursuant to federal and Ohio laws, for income tax purposes. That is, the City will withhold the full amount of the statutorily required contribution from the gross pay of each employee within the bargaining unit and shall pay such amount to OPERS. This contribution will cause it to be deferred from income taxation resulting in some increase in the net take home pay of the employee. No employee shall have the option of choosing to receive the statutorily required contribution directly instead of having it deferred for income tax purposes. The City of Youngstown shall, in reporting and making remittance to the OPERS, report that the employee's contribution has been made as provided by statute. The gross wage or salary of the employee subject to the deferral ("pick up"), as provided by this section, shall not change as a result of this pick up program.

ARTICLE 50
CONTRACTING OUT/BARGAINING UNIT WORK

Section 1. Contracting Out. The City intends to utilize bargaining unit employees to perform work which they normally perform. However, the City reserves the right to contract out any work it deems necessary due to emergency conditions or operational/programmatic concerns.

Section 2. Bargaining Unit Work. Management recognizes that it will not perform bargaining unit work.

ARTICLE 51
SEPARABILITY AND LEGALITY

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

Section 2. In the event that any part of this Contract is found by the proper court to be contrary to law, the City and the Union shall meet within fourteen (14) days of the decision to discuss whether a lawful alternative provision can be agreed upon. In the event that no decision can be reached, either party may execute a notice to negotiate over the invalidated language.

ARTICLE 52
NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS

Section 1. Contact Information. All bargaining unit members are required to ensure that all of the contact and address information is kept current and, upon demand, complete the necessary forms so that the City can ensure that its files and contact information are accurate and up to date.

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

1. A change in the marital status of the employee (e.g., marriage, divorce, dissolution, annulment, death, etc.).
2. A change in college enrollment status of the employee's child or dependent (e.g., withdrawal, dismissal, expulsion, full-time to part-time status, etc.).
3. A change in the identity of or status regarding any of the employee's children or dependents (i.e., adoption, custody status arrangements, birth, death, etc.).

4. The attainment of nineteen (19) years of age by any child or dependent of the employee, or any other age limit as established by the plan.
5. Mental or physical disability of any dependent affecting dependency status.

The parties recognize that additional situations may exist requiring notice and agree that any situation requiring notice not listed above will not result in discipline (provided that the employee takes action to enter into a repayment plan) until such time as the Employer provides notice to the employee, with a copy to the Union, of that matter and an effective date for compliance. The reimbursement obligation under Section 4 would still apply.

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

Section 4. Reimbursement. In the event that the employee fails to provide notification to the Employer as described above, and public funds are expended for coverage, benefits, or other costs that otherwise would not have been paid had the accurate employment information been provided, the employee will be required to reimburse the Employer for those monies that were inappropriately expended. The employee shall be required to enter into a repayment plan and execute any documentation that the Employer determines to be necessary to facilitate the repayment in a prompt manner. The plan shall be entered into within thirty (30) days of the event first being brought to the attention of the employee.

The parties agree to enter into a reasonable reimbursement plan which may include the forfeiture of monetary payments due under the contract, payroll deductions, forfeiture of accrued paid leave, etc. In the event that an employee does not make arrangements for reimbursement in full, the Employer may take whatever actions deemed necessary to achieve repayment, including the involuntary withholding/offset from payments due under the contract or at separation, if necessary. In the event that the Employer takes action to achieve repayment, the employee may file a grievance over the “reasonableness” of the Employer’s action.

Section 5. Discipline. Any employee that refuses to enter into the mandatory reimbursement agreement, refuses to fully complete any initial or update request for information required by the Employer, refuses to provide documentation as directed by the Employer, or provides inaccurate information shall be subject to discipline, up to and including 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 appropriate disciplinary action.

ARTICLE 53 **DURATION**

Section 1. This contract shall become effective upon ratification/acceptance of a tentative agreement by both parties (date of latest acceptance), the acceptance by both parties of a fact finding report (date of latest acceptance at SERB or expiration of seven [7] day time period as

applicable), or implementation, as applicable, and shall remain in effect until December 31, 2016.

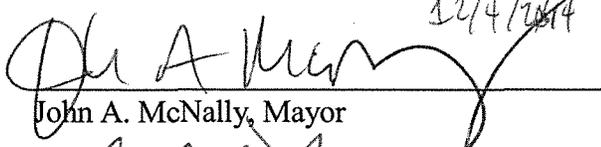
Section 2. Not sooner than one hundred twenty (120) days prior to the expiration of the Agreement, either party may file a notice to negotiate on a successor contract pursuant to the Ohio Revised Code, Chapter 4117.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of November, 2014.

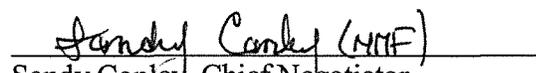
For the City of Youngstown

*BUK 14-668
12/4/2014*


John A. McNally, Mayor

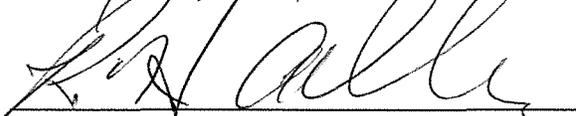

David Bozanich, Finance Director


Martin Hume, Director of Law


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

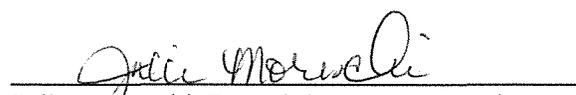
For the Union

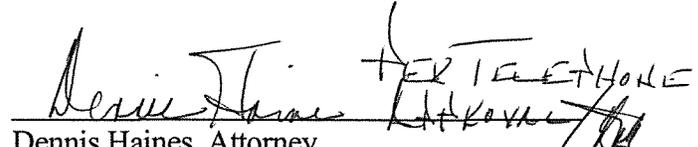

Clifton Harden, Local President


Robert Allen, Bargaining Team Member


Vernon Smith, Bargaining Team Member

Ken Badger, Bargaining Team Member


Julie Moreschi, Bargaining Team Member


Dennis Haines, Attorney

APPROVED AS TO FORM


Martin Hume, Director of Law

APPENDIX A
BARGAINING UNIT COMPOSITION

The following listed classifications are included in the Local 725 bargaining unit:

<u>Classification Title</u>
Boiler Operator
Boiler Operator 1 (Operator Lic Class 1)
Boiler Operator 2 (Operator Lic Class 2)
Boiler Operator 3 (Operator Lic Class 3)
Clerk-Clerk/Typist 3
Clerk-Clerk/Typist 4
Clerk-Clerk/Typist 5
Collection System Maint. Operator
Collection System Maint. Operator 1 (Operator Lic Class 1)
Collection System Maint. Operator 2 (Operator Lic Class 2)
Collection System Maint. Operator 3 (Operator Lic Class 3)
Collection System Maint. Operator
Collection System Maint. Operator 1 (Collection Lic Class 1)
Collection System Maint. Operator 2 (Collection Lic Class 2)
Collection System Maintenance Operator Gang Leader
Collection System Maint. Operator Gang Leader 1 (Operator Lic Class 1)
Collection System Maint. Operator Gang Leader 2 (Operator Lic Class 2)
Collection System Maint. Operator Gang Leader 3 (Operator Lic Class 3)
Collection System Maintenance Operator Gang Leader
Collection System Maint. Operator Gang Leader 1 (Collection Lic Class 1)
Collection System Maint. Operator Gang Leader 2 (Collection Lic Class 2)
Custodian
Electrical Instrumentation Technician
Electrical Instrumentation Tech. 1 (Operator Lic Class 1)
Electrical Instrumentation Tech. 2 (Operator Lic Class 2)
Electrical Instrumentation Tech. 3 (Operator Lic Class 3)
Laborer (Step 1)
Laborer (Step 2)
Laborer (Step 3)
Laborer (Step 4)

APPENDIX A
BARGAINING UNIT COMPOSITION
(CONTINUED)

<u>Classification Title</u>
Laborer (Step 5)
Laborer
Laborer 1 (Operator Lic Class 1)
Laborer 2 (Operator Lic Class 2)
Laborer 3 (Operator Lic Class 3)
Laborer/Truck Driver
Masonry Repairman
Masonry Repairman 1 (Collection Lic Class 1)
Masonry Repairman 2 (Collection Lic Class 2)
Masonry Repairman (Operator Lic Class 1)
Masonry Repairman (Operator Lic Class 2)
Masonry Repairman (Operator Lic Class 3)
Plant Clerk
Plant Mechanic
Plant Mechanic 1 (Operator Lic Class 1)
Plant Mechanic 2 (Operator Lic Class 2)
Plant Mechanic 3 (Operator Lic Class 3)
Plant Operator
Plant Operator 1 (Operator Lic Class 1)
Plant Operator 2 (Operator Lic Class 2)
Plant Operator 3 (Operator Lic Class 3)
Pretreatment Sampler Utility Operator
Pretreatment Sampler Utility Operator 1 (Operator Lic Class 1)
Pretreatment Sampler Utility Operator 2 (Operator Lic Class 2)
Pretreatment Sampler Utility Operator 3 (Operator Lic Class 3)
Truck Mechanic
Truck Mechanic 1 (Operator Lic Class 1)
Truck Mechanic 2 (Operator Lic Class 2)
Truck Mechanic 3 (Operator Lic Class 3)
Mechanic/Utility Helper
Mechanic/Utility Helper 1 (Operator Lic Class 1)
Mechanic/Utility Helper 2 (Operator Lic Class 2)
Mechanic/Utility Helper 3 (Operator Lic Class 3)

APPENDIX B (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 B (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 B (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 C
WAGE SCHEDULE

Effective November 15, 2014 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
<u>Classification Title</u>	75%	80%	85%	90%	95%	Top Rate
Boiler Operator	\$19.0660	\$20.3370	\$21.6081	\$22.8792	\$24.1502	\$25.4213
Boiler Operator 1 (Operator Lic Class 1)	\$19.6947	\$21.0077	\$22.3207	\$23.6336	\$24.9466	\$26.2596
Boiler Operator 2 (Operator Lic Class 2)	\$19.9882	\$21.3207	\$22.6532	\$23.9858	\$25.3183	\$26.6509
Boiler Operator 3 (Operator Lic Class 3)	\$20.3455	\$21.7018	\$23.0582	\$24.4146	\$25.7709	\$27.1273
Clerk-Clerk/Typist 3	\$12.1304	\$12.9391	\$13.7478	\$14.5565	\$15.3651	\$16.1738
Clerk-Clerk/Typist 4	\$12.4036	\$13.2305	\$14.0574	\$14.8843	\$15.7112	\$16.5381
Clerk-Clerk/Typist 5	\$12.6981	\$13.5447	\$14.3912	\$15.2377	\$16.0843	\$16.9308
Plant Operator	\$18.0139	\$19.2148	\$20.4157	\$21.6167	\$22.8176	\$24.0189
Plant Operator 1 (Operator Lic Class 1)	\$18.6587	\$19.9026	\$21.1465	\$22.3904	\$23.6343	\$24.8782
Plant Operator 2 (Operator Lic Class 2)	\$19.3322	\$20.6210	\$21.9098	\$23.1986	\$24.4874	\$25.7762
Plant Operator 3 (Operator Lic Class 3)	\$20.0509	\$21.3877	\$22.7244	\$24.0611	\$25.3979	\$26.7346
Collection System Maint. Operator	\$16.1100	\$17.1840	\$18.2580	\$19.3320	\$20.4060	\$21.4800
Collection System Maint. Operator 1 (Operator Lic Class 1)	\$16.7389	\$17.8549	\$18.9708	\$20.0867	\$21.2026	\$22.3186
Collection System Maint. Operator 2 (Operator Lic Class 2)	\$17.4125	\$18.5733	\$19.7342	\$20.8950	\$22.0558	\$23.2167
Collection System Maint. Operator 3 (Operator Lic Class 3)	\$18.1317	\$19.3404	\$20.5492	\$21.7580	\$22.9668	\$24.1756
Collection System Maint. Operator 1 (Collection Lic Class 1)	\$16.5593	\$17.6633	\$18.7672	\$19.8712	\$20.9751	\$22.0791
Collection System Maint. Operator 2 (Collection Lic Class 2)	\$17.0981	\$18.2380	\$19.3779	\$20.5178	\$21.6576	\$22.7975
Collection System Maintenance Operator Gang Leader	\$17.8063	\$18.9934	\$20.1805	\$21.3676	\$22.5547	\$23.7418
Collection System Maint. Operator 1 Gang Leader (Operator Lic Class 1)	\$18.4351	\$19.6641	\$20.8931	\$22.1222	\$23.3512	\$24.5802
Collection System Maint. Operator 2 Gang Leader (Operator Lic Class 2)	\$19.1087	\$20.3826	\$21.6565	\$22.9304	\$24.2043	\$25.4783

APPENDIX C (Continued)

Effective November 15, 2014 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
Classification Title	75%	80%	85%	90%	95%	Top Rate
Collection System Maint. Operator 3 Gang Leader (Operator Lic Class 3)	\$19.6964	\$21.0095	\$22.3225	\$23.6356	\$24.9487	\$26.2618
Collection System Maint. Operator 1 Gang Leader (Collection Lic Class 1)	\$18.2556	\$19.4726	\$20.6897	\$21.9067	\$23.1238	\$24.3408
Collection System Maint. Operator 2 Gang Leader (Collection Lic Class 2)	\$18.7949	\$20.0479	\$21.3008	\$22.5538	\$23.8068	\$25.0598
Custodian	\$14.3920	\$15.3514	\$16.3109	\$17.2704	\$18.2298	\$19.1893
Electrical Instrumentation Technician	\$18.4250	\$19.6533	\$20.8816	\$22.1100	\$23.3383	\$24.5666
Electrical Instrumentation Tech. 1 (Operator Lic Class 1)	\$19.0540	\$20.3243	\$21.5945	\$22.8648	\$24.1351	\$25.4053
Electrical Instrumentation Tech. 2 (Operator Lic Class 2)	\$19.7276	\$21.0427	\$22.3579	\$23.6731	\$24.9883	\$26.3034
Electrical Instrumentation Tech. 3 (Operator Lic Class 3)	\$20.4466	\$21.8097	\$23.1728	\$24.5359	\$25.8990	\$27.2621
For employees (Laborers) hired prior to July 1, 2014:						
Laborer (Step 1) Entry						\$15.1230
Laborer (Step 2) After 6 months						\$15.9365
Laborer (Step 3) After 12 months						\$16.7498
Laborer (Step 4) After 18 months						\$17.5629
Laborer (Step 5) After 24 months						\$18.3762
Laborer (Step 6) After 32 months						\$19.1893
For employees (Laborers) hired on or after September 1, 2014:						
Laborer	\$14.3920	\$15.3514	\$16.3109	\$17.2704	\$18.2298	\$19.1893
Laborer 1 (Operator Lic Class 1)	\$15.0208	\$16.0222	\$17.0235	\$18.0249	\$19.0263	\$20.0277
Laborer 2 (Operator Lic Class 2)	\$15.6944	\$16.7407	\$17.7870	\$18.8333	\$19.8796	\$20.9259
Laborer 3 (Operator Lic Class 3)	\$16.4134	\$17.5076	\$18.6018	\$19.6960	\$20.7903	\$21.8845
Laborer/Truck Driver	\$15.6944	\$16.7407	\$17.7870	\$18.8333	\$19.8796	\$20.9259
Masonry Repairman	\$17.7975	\$18.9840	\$20.1705	\$21.3570	\$22.5435	\$23.7300
Masonry Repairman 1 (Collection Lic Class 1)	\$18.2467	\$19.4632	\$20.6796	\$21.8961	\$23.1125	\$24.3290
Masonry Repairman 2 (Collection Lic Class 2)	\$18.7856	\$20.0380	\$21.2904	\$22.5427	\$23.7951	\$25.0475

APPENDIX C (Continued)

Effective November 15, 2014 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
<u>Classification Title</u>	75%	80%	85%	90%	95%	Top Rate
Masonry Repairman (Operator Lic Class 1)	\$18.4351	\$19.6641	\$20.8931	\$22.1222	\$23.3512	\$24.5802
Masonry Repairman (Operator Lic Class 2)	\$19.1087	\$20.3826	\$21.6565	\$22.9304	\$24.2043	\$25.4783
Masonry Repairman (Operator Lic Class 3)	\$19.6964	\$21.0095	\$22.3225	\$23.6356	\$24.9487	\$26.2618
Mechanic/Utility Helper	\$16.5022	\$17.6024	\$18.7025	\$19.8027	\$20.9028	\$22.0030
Mechanic/Utility Helper 1 (Operator Lic Class 1)	\$17.1313	\$18.2734	\$19.4155	\$20.5576	\$21.6997	\$22.8418
Mechanic/Utility Helper 2 (Operator Lic Class 2)	\$17.8050	\$18.9920	\$20.1790	\$21.3660	\$22.5530	\$23.7401
Mechanic/Utility Helper 3 (Operator Lic Class 3)	\$18.5237	\$19.7586	\$20.9935	\$22.2284	\$23.4633	\$24.6982
Plant Clerk	\$15.9749	\$17.0399	\$18.1049	\$19.1699	\$20.2349	\$21.2999
Plant Mechanic	\$18.4250	\$19.6533	\$20.8816	\$22.1100	\$23.3383	\$24.5666
Plant Mechanic 1 (Operator Lic Class 1)	\$19.0540	\$20.3243	\$21.5945	\$22.8648	\$24.1351	\$25.4053
Plant Mechanic 2 (Operator Lic Class 2)	\$19.7276	\$21.0427	\$22.3579	\$23.6731	\$24.9883	\$26.3034
Plant Mechanic 3 (Operator Lic Class 3)	\$20.4466	\$21.8097	\$23.1728	\$24.5359	\$25.8990	\$27.2621
Pretreatment Sampler Utility Operator	\$17.6338	\$18.8094	\$19.9849	\$21.1605	\$22.3361	\$23.5117
Pretreatment Sampler Utility Operator 1 (Operator Lic Class 1)	\$18.2624	\$19.4799	\$20.6974	\$21.9149	\$23.1324	\$24.3499
Pretreatment Sampler Utility Operator 2 (Operator Lic Class 2)	\$18.9361	\$20.1985	\$21.4610	\$22.7234	\$23.9858	\$25.2482
Pretreatment Sampler Utility Operator 3 (Operator Lic Class 3)	\$19.6551	\$20.9654	\$22.2758	\$23.5861	\$24.8964	\$26.2068
Truck Mechanic	\$19.0191	\$20.2870	\$21.5550	\$22.8229	\$24.0908	\$25.3588
Truck Mechanic 1 (Operator Lic Class 1)	\$19.6477	\$20.9576	\$22.2674	\$23.5773	\$24.8871	\$26.1970
Truck Mechanic 2 (Operator Lic Class 2)	\$20.1865	\$21.5323	\$22.8781	\$24.2239	\$25.5696	\$26.9154
Truck Mechanic 3 (Operator Lic Class 3)	\$20.9056	\$22.2993	\$23.6931	\$25.0868	\$26.4805	\$27.8742

APPENDIX C (Continued)

Effective July 1, 2015 - 1.5% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
<u>Classification Title</u>	75%	80%	85%	90%	95%	Top Rate
Boiler Operator	\$19.3520	\$20.6421	\$21.9322	\$23.2224	\$24.5125	\$25.8026
Boiler Operator 1 (Operator Lic Class 1)	\$19.9901	\$21.3228	\$22.6555	\$23.9881	\$25.3208	\$26.6535
Boiler Operator 2 (Operator Lic Class 2)	\$20.2880	\$21.6405	\$22.9930	\$24.3456	\$25.6981	\$27.0506
Boiler Operator 3 (Operator Lic Class 3)	\$20.6506	\$22.0274	\$23.4041	\$24.7808	\$26.1575	\$27.5342
Clerk-Clerk/Typist 3	\$12.3123	\$13.1332	\$13.9540	\$14.7748	\$15.5956	\$16.4164
Clerk-Clerk/Typist 4	\$12.5897	\$13.4290	\$14.2683	\$15.1076	\$15.9469	\$16.7862
Clerk-Clerk/Typist 5	\$12.8886	\$13.7478	\$14.6071	\$15.4663	\$16.3256	\$17.1848
Plant Operator	\$18.2844	\$19.5034	\$20.7223	\$21.9413	\$23.1602	\$24.3792
Plant Operator 1 (Operator Lic Class 1)	\$18.9385	\$20.2011	\$21.4637	\$22.7263	\$23.9888	\$25.2514
Plant Operator 2 (Operator Lic Class 2)	\$19.6221	\$20.9303	\$22.2384	\$23.5466	\$24.8547	\$26.1629
Plant Operator 3 (Operator Lic Class 3)	\$20.3517	\$21.7085	\$23.0653	\$24.4221	\$25.7788	\$27.1356
Collection System Maint. Operator 1 (Operator Lic Class 1)	\$16.9900	\$18.1227	\$19.2554	\$20.3880	\$21.5207	\$22.6534
Collection System Maint. Operator 2 (Operator Lic Class 2)	\$17.6737	\$18.8519	\$20.0302	\$21.2084	\$22.3867	\$23.5649
Collection System Maint. Operator 3 (Operator Lic Class 3)	\$18.4036	\$19.6306	\$20.8575	\$22.0844	\$23.3113	\$24.5382
Collection System Maint. Operator	\$16.3516	\$17.4417	\$18.5318	\$19.6220	\$20.7121	\$21.8022
Collection System Maint. Operator 1 (Collection Lic Class 1)	\$16.8077	\$17.9282	\$19.0487	\$20.1693	\$21.2898	\$22.4103
Collection System Maint. Operator 2 (Collection Lic Class 2)	\$17.3546	\$18.5116	\$19.6686	\$20.8255	\$21.9825	\$23.1395
Collection System Maintenance Operator Gang Leader	\$18.0734	\$19.2783	\$20.4832	\$21.6881	\$22.8930	\$24.0979
Collection System Maint. Operator 1 Gang Leader (Operator Lic Class 1)	\$18.7117	\$19.9591	\$21.2065	\$22.4540	\$23.7014	\$24.9489
Collection System Maint. Operator 2 Gang Leader (Operator Lic Class 2)	\$19.3953	\$20.6883	\$21.9814	\$23.2744	\$24.5674	\$25.8604
Collection System Maint. Operator 3 Gang Leader (Operator Lic Class 3)	\$19.9918	\$21.3246	\$22.6574	\$23.9902	\$25.3230	\$26.6557

APPENDIX C (Continued)

Effective July 1, 2015 - 1.5% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
Classification Title	75%	80%	85%	90%	95%	Top Rate
Collection System Maint. Operator 1 Gang Leader (Collection Lic Class 1)	\$18.5294	\$19.7647	\$21.0000	\$22.2353	\$23.4706	\$24.7059
Collection System Maint. Operator 2 Gang Leader (Collection Lic Class 2)	\$19.0768	\$20.3486	\$21.6204	\$22.8921	\$24.1639	\$25.4357
Custodian	\$14.6078	\$15.5817	\$16.5556	\$17.5294	\$18.5033	\$19.4771
Electrical Instrumentation Technician	\$18.7014	\$19.9481	\$21.1949	\$22.4416	\$23.6884	\$24.9351
Electrical Instrumentation Tech. 1 (Operator Lic Class 1)	\$19.3398	\$20.6291	\$21.9185	\$23.2078	\$24.4971	\$25.7864
Electrical Instrumentation Tech. 2 (Operator Lic Class 2)	\$20.0235	\$21.3584	\$22.6933	\$24.0282	\$25.3631	\$26.6980
Electrical Instrumentation Tech. 3 (Operator Lic Class 3)	\$20.7533	\$22.1368	\$23.5204	\$24.9039	\$26.2875	\$27.6711
For employees (Laborers) hired prior to July 1, 2014:						
Laborer (Step 1) Entry						\$15.3499
Laborer (Step 2) After 6 months						\$16.1755
Laborer (Step 3) After 12 months						\$17.0011
Laborer (Step 4) After 18 months						\$17.8263
Laborer (Step 5) After 24 months						\$18.6519
Laborer (Step 6) After 32 months						\$19.4771
For employees (Laborers) hired on or after September 1, 2014:						
Laborer	\$14.6078	\$15.5817	\$16.5555	\$17.5294	\$18.5032	\$19.4771
Laborer 1 (Operator Lic Class 1)	\$15.2461	\$16.2625	\$17.2789	\$18.2953	\$19.3117	\$20.3281
Laborer 2 (Operator Lic Class 2)	\$15.9298	\$16.9918	\$18.0538	\$19.1158	\$20.1778	\$21.2398
Laborer 3 (Operator Lic Class 3)	\$16.6596	\$17.7702	\$18.8808	\$19.9915	\$21.1021	\$22.2127
Laborer/Truck Driver	\$15.9298	\$16.9918	\$18.0538	\$19.1158	\$20.1778	\$21.2398
Masonry Repairman	\$18.0644	\$19.2687	\$20.4730	\$21.6773	\$22.8816	\$24.0859
Masonry Repairman 1 (Collection Lic Class 1)	\$18.5204	\$19.7551	\$20.9898	\$22.2245	\$23.4592	\$24.6939
Masonry Repairman 2 (Collection Lic Class 2)	\$19.0674	\$20.3386	\$21.6097	\$22.8809	\$24.1520	\$25.4232
Masonry Repairman (Operator Lic Class 1)	\$18.8988	\$20.1587	\$21.4186	\$22.6785	\$23.9384	\$25.1984
Masonry Repairman (Operator Lic Class 2)	\$19.5893	\$20.8952	\$22.2012	\$23.5071	\$24.8131	\$26.1190

APPENDIX C (Continued)

Effective July 1, 2015 - 1.5% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
<u>Classification Title</u>	75%	80%	85%	90%	95%	Top Rate
Masonry Repairman (Operator Lic Class 3)	\$20.1917	\$21.5378	\$22.8840	\$24.2301	\$25.5762	\$26.9223
Mechanic /Utility Helper	\$16.7497	\$17.8664	\$18.9830	\$20.0997	\$21.2163	\$22.3330
Mechanic/Utility Helper 1 (Operator Lic Class 1)	\$17.3883	\$18.5475	\$19.7067	\$20.8659	\$22.0252	\$23.1844
Mechanic/Utility Helper 2 (Operator Lic Class 2)	\$18.0721	\$19.2769	\$20.4817	\$21.6865	\$22.8913	\$24.0962
Mechanic/Utility Helper 3 (Operator Lic Class 3)	\$18.8015	\$20.0550	\$21.3084	\$22.5618	\$23.8153	\$25.0687
Plant Clerk	\$16.2145	\$17.2955	\$18.3765	\$19.4574	\$20.5384	\$21.6194
Plant Mechanic	\$18.7014	\$19.9481	\$21.1949	\$22.4416	\$23.6884	\$24.9351
Plant Mechanic 1 (Operator Lic Class 1)	\$19.3398	\$20.6291	\$21.9185	\$23.2078	\$24.4971	\$25.7864
Plant Mechanic 2 (Operator Lic Class 2)	\$20.0235	\$21.3584	\$22.6933	\$24.0282	\$25.3631	\$26.6980
Plant Mechanic 3 (Operator Lic Class 3)	\$20.7533	\$22.1368	\$23.5204	\$24.9039	\$26.2875	\$27.6711
Pretreatment Sampler Utility Operator	\$17.8983	\$19.0915	\$20.2847	\$21.4779	\$22.6711	\$23.8644
Pretreatment Sampler Utility Operator 1 (Operator Lic Class 1)	\$18.5363	\$19.7721	\$21.0079	\$22.2436	\$23.4794	\$24.7151
Pretreatment Sampler Utility Operator 2 (Operator Lic Class 2)	\$19.2201	\$20.5015	\$21.7829	\$23.0643	\$24.3456	\$25.6269
Pretreatment Sampler Utility Operator 3 (Operator Lic Class 3)	\$19.9499	\$21.2799	\$22.6099	\$23.9399	\$25.2699	\$26.5999
Truck Mechanic	\$19.3044	\$20.5913	\$21.8783	\$23.1652	\$24.4522	\$25.7392
Truck Mechanic 1 (Operator Lic Class 1)	\$19.9424	\$21.2719	\$22.6014	\$23.9309	\$25.2604	\$26.5899
Truck Mechanic 2 (Operator Lic Class 2)	\$20.4893	\$21.8553	\$23.2213	\$24.5872	\$25.9532	\$27.3191
Truck Mechanic 3 (Operator Lic Class 3)	\$21.2192	\$22.6338	\$24.0485	\$25.4631	\$26.8777	\$28.2923

APPENDIX C (Continued)

Effective July 1, 2016 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
<u>Classification Title</u>	75%	80%	85%	90%	95%	Top Rate
Boiler Operator	\$19.5455	\$20.8485	\$22.1515	\$23.4546	\$24.7576	\$26.0606
Boiler Operator 1 (Operator Lic Class 1)	\$20.1900	\$21.5360	\$22.8820	\$24.2280	\$25.5740	\$26.9200
Boiler Operator 2 (Operator Lic Class 2)	\$20.4909	\$21.8569	\$23.2230	\$24.5890	\$25.9551	\$27.3211
Boiler Operator 3 (Operator Lic Class 3)	\$20.8572	\$22.2476	\$23.6381	\$25.0286	\$26.4191	\$27.8095
Clerk-Clerk/Typist 3	\$12.4355	\$13.2645	\$14.0935	\$14.9225	\$15.7516	\$16.5806
Clerk-Clerk/Typist 4	\$12.7156	\$13.5633	\$14.4110	\$15.2587	\$16.1064	\$16.9541
Clerk-Clerk/Typist 5	\$13.0175	\$13.8853	\$14.7531	\$15.6210	\$16.4888	\$17.3566
Plant Operator	\$18.4672	\$19.6984	\$20.9296	\$22.1607	\$24.3918	\$24.6230
Plant Operator 1 (Operator Lic Class 1)	\$19.1279	\$20.4031	\$21.6783	\$22.9535	\$24.2287	\$25.5039
Plant Operator 2 (Operator Lic Class 2)	\$19.8184	\$21.1396	\$22.4608	\$23.7820	\$25.1033	\$26.4245
Plant Operator 3 (Operator Lic Class 3)	\$20.5552	\$21.9256	\$23.2959	\$24.6663	\$26.0366	\$27.4070
Collection System Maint. Operator	\$16.5151	\$17.6162	\$18.7172	\$19.8182	\$20.9192	\$22.0202
Collection System Maint. Operator 1 (Operator Lic Class 1)	\$17.1599	\$18.3039	\$19.4479	\$20.5919	\$21.7359	\$22.8799
Collection System Maint. Operator 2 (Operator Lic Class 2)	\$17.8504	\$19.0405	\$20.2305	\$21.4205	\$22.6105	\$23.8006
Collection System Maint. Operator 3 (Operator Lic Class 3)	\$18.5877	\$19.8269	\$21.0660	\$22.3052	\$23.5444	\$24.7836
Collection System Maint. Operator 1 (Collection Lic Class 1)	\$16.9758	\$18.1075	\$19.2392	\$20.3710	\$21.5027	\$22.6344
Collection System Maint. Operator 2 (Collection Lic Class 2)	\$17.5282	\$18.6967	\$19.8652	\$21.0338	\$22.2023	\$23.3709
Collection System Maintenance Operator Gang Leader	\$18.2542	\$19.4711	\$20.6880	\$21.9050	\$23.1219	\$24.3389
Collection System Maint. Operator 1 Gang Leader (Operator Lic Class 1)	\$18.8988	\$20.1587	\$21.4186	\$22.6785	\$23.9384	\$25.1984
Collection System Maint. Operator 2 Gang Leader (Operator Lic Class 2)	\$19.5893	\$20.8952	\$22.2012	\$23.5071	\$24.8131	\$26.1190
Collection System Maint. Operator 3 Gang Leader (Operator Lic Class 3)	\$20.1917	\$21.5378	\$22.8840	\$24.2301	\$25.5762	\$26.9223
Collection System Maint. Operator 1 Gang Leader (Collection Lic Class 1)	\$18.7147	\$19.9624	\$21.2100	\$22.4577	\$23.7053	\$24.9530

APPENDIX C (Continued)

Effective July 1, 2016 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
Classification Title	75%	80%	85%	90%	95%	Top Rate
Collection System Maint. Operator 2 Gang Leader (Collection Lic Class 2)	\$19.2676	\$20.5521	\$21.8366	\$23.1211	\$24.4056	\$25.6901
Custodian	\$14.7539	\$15.7375	\$16.7211	\$17.7047	\$18.6883	\$19.6719
Electrical Instrumentation Technician	\$18.8884	\$20.1476	\$21.4068	\$22.6660	\$23.9253	\$25.1845
Electrical Instrumentation Tech. 1 (Operator Lic Class 1)	\$19.5332	\$20.8354	\$22.1376	\$23.4399	\$24.7421	\$26.0443
Electrical Instrumentation Tech. 2 (Operator Lic Class 2)	\$20.2237	\$21.5720	\$22.9202	\$24.2685	\$25.6167	\$26.9650
Electrical Instrumentation Tech. 3 (Operator Lic Class 3)	\$20.9608	\$22.3582	\$23.7556	\$25.1530	\$26.5504	\$27.9478
For employees (Laborers) hired prior to July 1, 2014:						
Laborer (Step 1) Entry						\$15.5034
Laborer (Step 2) After 6 months						\$16.3373
Laborer (Step 3) After 12 months						\$17.1711
Laborer (Step 4) After 18 months						\$18.0046
Laborer (Step 5) After 24 months						\$18.8384
Laborer (Step 6) After 32 months						\$19.6719
Laborer	14.7539	15.7375	16.7211	17.7047	18.6883	19.6719
Laborer 1 (Operator Lic Class 1)	\$15.3985	\$16.4251	\$17.4517	\$18.4783	\$19.5048	\$20.5314
Laborer 2 (Operator Lic Class 2)	\$16.0891	\$17.1617	\$18.2343	\$19.3070	\$20.3796	\$21.4522
Laborer 3 (Operator Lic Class 3)	\$16.8262	\$17.9479	\$19.0696	\$20.1914	\$21.3131	\$22.4349
Laborer/Truck Driver	\$16.0891	\$17.1617	\$18.2343	\$19.3070	\$20.3796	\$21.4522
Masonry Repairman	\$18.2451	\$19.4614	\$20.6777	\$21.8941	\$23.1104	\$24.3268
Masonry Repairman 1 (Collection Lic Class 1)	\$18.7056	\$19.9527	\$21.1997	\$22.4468	\$23.6938	\$24.9409
Masonry Repairman 2 (Collection Lic Class 2)	\$19.2581	\$20.5420	\$21.8258	\$23.1097	\$24.3936	\$25.6774
Masonry Repairman (Operator Lic Class 1)	\$18.8988	\$20.1587	\$21.4186	\$22.6785	\$23.9384	\$25.1984
Masonry Repairman (Operator Lic Class 2)	\$19.5893	\$20.8952	\$22.2012	\$23.5071	\$24.8131	\$26.1190
Masonry Repairman (Operator Lic Class 3)	\$20.1917	\$21.5378	\$22.8840	\$24.2301	\$25.5762	\$26.9223
Mechanic/Utility Helper	\$16.9172	\$18.0451	\$19.1729	\$20.3007	\$21.4285	\$22.5563
Mechanic/Utility Helper 1 (Operator Lic Class 1)	\$17.5622	\$18.7330	\$19.9038	\$21.0746	\$22.2454	\$23.4162

APPENDIX C (Continued)

Effective July 1, 2016 - 1% increase	Entry	1 Year	2 Years	3 Years	4 Years	5 Years
Classification Title	75%	80%	85%	90%	95%	Top Rate
Mechanic/Utility Helper 2 (Operator Lic Class 2)	18.2528	\$19.4697	\$20.6865	\$21.9034	\$23.1203	\$24.3371
Mechanic/Utility Helper 3 (Operator Lic Class 3)	\$18.9895	\$20.2555	\$21.5215	\$22.7875	\$24.0534	\$25.3194
Plant Clerk	\$16.3767	\$17.4685	\$18.5602	\$19.6520	\$20.7438	\$21.8356
Plant Mechanic	\$18.8884	\$20.1476	\$21.4068	\$22.6660	\$23.9253	\$25.1845
Plant Mechanic 1 (Operator Lic Class 1)	\$19.5332	\$20.8354	\$22.1376	\$23.4399	\$24.7421	\$26.0443
Plant Mechanic 2 (Operator Lic Class 2)	\$20.2237	\$21.5720	\$22.9202	\$24.2685	\$25.6167	\$26.9650
Plant Mechanic 3 (Operator Lic Class 3)	\$20.9608	\$22.3582	\$23.7556	\$25.1530	\$26.5504	\$27.9478
Pretreatment Sampler Utility Operator	\$18.0773	\$19.2825	\$20.4875	\$21.6927	\$22.8979	\$24.1030
Pretreatment Sampler Utility Operator 1 (Operator Lic Class 1)	\$18.7217	\$19.9698	\$21.2179	\$22.4661	\$23.7142	\$24.9623
Pretreatment Sampler Utility Operator 2 (Operator Lic Class 2)	\$19.4124	\$20.7065	\$22.0007	\$23.2949	\$24.5890	\$25.8832
Pretreatment Sampler Utility Operator 3 (Operator Lic Class 3)	\$20.1494	\$21.4927	\$22.8360	\$24.1793	\$25.5226	\$26.8659
Truck Mechanic	\$19.4974	\$20.7972	\$22.0971	\$23.3969	\$24.6967	\$25.9966
Truck Mechanic 1 (Operator Lic Class 1)	\$20.1419	\$21.4847	\$22.8275	\$24.1702	\$25.5130	\$26.8558
Truck Mechanic 2 (Operator Lic Class 2)	\$20.6942	\$22.0738	\$23.4535	\$24.8331	\$26.2127	\$27.5923
Truck Mechanic 3 (Operator Lic Class 3)	\$21.4314	\$22.8602	\$24.2889	\$25.7177	\$27.1465	\$28.5752

APPENDIX D
CITY OF YOUNGSTOWN
INSURANCE BENEFITS SCHEDULE

Your Summary of Benefits



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

BOARD OF CONTROL
 DOCUMENT NO.
 B 14-17 / 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"> o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$10/\$10 No cost share No cost share No cost share	20% 20% 20% 20%
Preventive Care Services <ul style="list-style-type: none"> o 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. 	No cost share	20%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o Allergy testing 	\$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"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	No cost share	20%
Blue 7.0 600 Series		

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Your Summary of Benefits

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

Your Summary of Benefits

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

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.

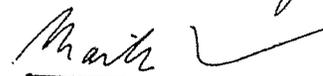
This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval

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


MAYOR


LAW DIRECTOR


FINANCE DIRECTOR

APPENDIX E
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.

IOD/WORKERS' COMPENSATION PROVIDERS

City of Youngstown		Updated January 2014			
Full Name	Address	City	Phone	Primary/Specialty	Will Be POR
Aey, John P., MD	10 Dutton Drive	Boardman	330-746-7691	Ophthalmology	yes
Aey, John P., MD	1075 W. Western Reserve Road	Poland	330-746-7691	Ophthalmology	
Akron Burn Center	300 Locust St. ste. 560	Akron	330-434-5341	Burns	Yes
Arters, Joseph Canby, DPM	1300 S. Canfield-Niles Rd	Austintown	330-792-6519	Podiatry	
Baer, David DPM	3660 Starrs Centre Dr.	Canfield	330-702-0707	Podiatry	
Bailey, Rebecca, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Bak, Edward P., DPM	6960 Market Street	Youngstown	330-758-3434	Podiatry	
Balmenti, Phillip E., DPM	827 McKay Court	Youngstown	330-758-1422	Podiatry	
Bautista, Manuel, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Biondi, John, MD	7067 Tiffany Blvd., Ste. 280	Austintown	330-668-4055	Orthopedics-hand	at physician's discretion
Black, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	yes
Brocker, Brian P, MD	1616 Covington St.	Youngstown	330-747-9215	Neurological Surgery	at physician's discretion
Bury, Troy	4030 Boardman-Canfield Road, Ste. 100C	Canfield	330-702-5555	Chiropractics	
Chuba, Vern, M, DPM	819 McCartney Rd.	Youngstown	330-746-7660	Podiatry	
Clautti, Christopher, DC	850 McKay Court	Boardman	330-726-6339	Chiropractics	yes
Cosentino, Edward F., DPM	603 N. State Street	Girard	330-545-4993	Podiatry	
DeChellis, Ernest, DO	3002 State Route 5	Cortland	330-637-1000	General Practice	yes
Detesco, Thomas, MD	7341 Eisenhower Road	Boardman	330-726-1138	Family Practice	
Devito, Peter, MD	7600 Southern Blvd. Ste. 2	Boardman	330-758-3985	General Surgery	at physician's discretion
DiMarzio Lynn, PhD	8170 South Ave.	Youngstown	330-726-2965	Psychologist	
Donatelli, Shawn, DO	7067 Tiffany Blvd.	Boardman	330-758-2748	Pain Management	Yes
Ebert, Daniel, MD	1485 E. Western Reserve Rd.	Poland	330-757-1495	Orthopedics-hand	at physician's discretion office in Cortland 1 day per week
El-Hayek, Salim, MD	515 N. Meridian Road	Youngstown	330-799-1861	General Surgery	at physician's discretion
Engle, Michael, MD	822 E. Western Reserve Road	Poland	330-758-8223	Physical Med /Rehab	New claims only
Erzurum, Sergul, MD	10 Dutton Drive	Youngstown	330-792-7691	Ophthalmology	yes
Erzurum, Sergul, MD	1075 W. Western Reserve Road	Poland	330-792-7691	Ophthalmology	
Evan, Michael, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
Gerberry, Robert, OD	1075 W. Western Reserve Road	Poland	330-746-7691	Optometrist	
Goldstein, Lawrence, MD	960 Windham Ct. #1	Boardman	330-726-5673	Pulmonary Disease	
Gross, Eric	6674 Tippicanoe Road	Canfield	330-533-0919	Physical Med / Rehab	yes
Gugliotti, Matthew, MD	6615 Clingan Rd. Ste. C	Poland	330-757-7888	Family Practice	
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
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.	Beachwood	216-844-8301	Orthopedics
Ahn, Nicholas, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-8301	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 Clingan Rd. Ste. A	Poland	330-757-7888	Family Practice
Ebert, Daniel, MD	1485 E. Western Reserve Road	Poland	330-757-1495	Orthopedics-hand
Ebert, Daniel, MD	2600 Elm Road-1 day a week	Cortland	330-757-1495	Orthopedics-hand
Franco, Alejandro A., MD	540 Parmalee Ave., Ste. 510	Youngstown	330-744-2118	Thoracic Surgery
Furey, Christopher, MD	Twinsburg Health Center 8819 Commons Blvd.	Twinsburg	216-844-7822	Orthopedics
Furey, Christopher, MD	UH Chagrin Highland Heights-3909 Orange Place	Orange	216-844-7822	Orthopedics
Furey, Christopher, MD	Case Medical Center-1100 Euclid Avenue	Cleveland	216-844-7822	Orthopedics
Furey, Christopher, MD	University Suburban Health Center-1611 S. Green Rd.	South Euclid	216-844-7822	Orthopedics
Furey, Christopher, MD	Kathy Risman Pavillon-100 Auburn Drive	Beachwood	216-844-7822	Orthopedics
Garritano, Daniel, MD	4139 Boardman-Canfield Rd., Ste. 2	Canfield	330-533-6999	General Surgery-plastic
Hoffman, David A, DO	1220 Belmont Ave.	Youngstown	330-743-3644	Cardiovascular
Houston, Robert R., MD	905 Sahara Trail	Youngstown	330-726-0100	Cardiovascular
Hout, Wahoub, MD	1001 Belmont Ave.	Youngstown	330-747-6446	Cardiovascular
Jamison, James P., MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics
Joseph, Thomas A., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kerrigan, James Thomas, MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics
Kohli, Chander M., MD	540 Parmalee Ave., Ste. 310	Youngstown	330-747-1420	Neurological Surgery
Kohli, Chander M., MD	1280 Boardman-Canfield Rd.	Boardman	330-629-2494	Neurological Surgery
Kollipara, Venkata S., MD	540 Parmalee Ave., Ste. 410	Youngstown	330-747-1106	Vascular Surgery
Konya, Meredith, MD	3736 Boardman-Canfield Road	Canfield	330-533-8350	Pain Management
Lattanzio, Anthony, DO	20 Ohltown Road, Ste. 202	Austintown	330-884-1583	Family Practice
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 Tippicanoe Rd.	Canfield	330-758-0577	Orthopedics-foot, ankle	
Stanich, Michael, DO	7067 Tiffany Blvd.	Poland	330-726-9077	Orthopedics	
Stefancin, John J., MD	1335 Belmont Ave.	Youngstown	330-747-2700	Orthopedics	
Stefko, Joseph M., MD	6470 Tippecanoe Rd.	Canfield	330-758-0577	Orthopedics	
Weimer, David, MD	1499 Boardman-Canfield Road	Canfield	330-729-2770	Orthopedics	
Woods, Susan, MD	20 Ohltown 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 F
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 F
CITY OF YOUNGSTOWN
DRUG AND ALCOHOL TESTING PROGRAM (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.

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

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:

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.

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

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.

Drug Testing Procedure

Drug testing shall be by urinalysis for the presence of metabolites of cannabinoids (marijuana), cocaine, opiates, amphetamines, methamphetamine, oxycodone (oxycotin), propoxyphene, benzodiazepines, barbiturates, methylenedioxymethyl amphetamine (Ecstasy) and phencyclidine;) (PCP) and such other controlled substances as warranted by statutory updates/societal changes. A "split sample" method of collection will be used. The primary specimen shall be subject to an instant testing method. The foregoing drugs test positive at the following thresholds:

<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	200 ng/ml	200 ng/ml
Non-Prescribed Vicodin	N/A	N/A
Methadone	300 ng/ml	300 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

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

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

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

Specimen collection shall occur in a private setting and procedures shall be used that do not demean, embarrass or cause physical discomfort to the employee. The collection site technician shall be of the same sex as the employee to be tested. The employee will provide photo ID.

A tamper-proof seal shall be used on the containers and they shall be labeled with the date and the employee's identifying number, and shall 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.

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

Required Evaluation and Treatment

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

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

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

Discipline

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

Costs

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

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

APPENDIX F-1
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 Martin 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 F-1
CITY OF YOUNGSTOWN
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

APPENDIX F-1
CITY OF YOUNGSTOWN
CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES
(Continued)

3. Any accident in which the driver is cited and off-site medical treatment for anyone is required.

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.

APPENDIX F-1
CITY OF YOUNGSTOWN
CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES
(Continued)

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.

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).

APPENDIX F-1
CITY OF YOUNGSTOWN
CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES

(Continued)

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.

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.

APPENDIX F-1
CITY OF YOUNGSTOWN
CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES

(Continued)

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 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.

APPENDIX F-1
CITY OF YOUNGSTOWN
CDL DRUG AND ALCOHOL TESTING POLICY FOR CDL LICENSEES
(Continued)

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:

- 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 F-1
CITY OF YOUNGSTOWN
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 F-1
CITY OF YOUNGSTOWN
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 F-1
CITY OF YOUNGSTOWN
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