



AGREEMENT BETWEEN THE

CITY OF YOUNGSTOWN

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFSCME)
LOCAL 2726**

CASE NO. 2013-MED-11-1504

Effective Upon Execution

through

March 1, 2017

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PREAMBLE/PURPOSE

Section 1. Parties. This contract is between the City of Youngstown, hereinafter referred to as the "City" or the "Employer," and Youngstown City Water Department, Local 2726, AFSCME and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to interchangeably as the Union or AFSCME.

Section 2. Purpose. The purpose of the City and the Union in entering into this contract is to set forth their understanding as to mutually acceptable rates of pay, hours of work and other conditions of employment, including a means for equitable adjustment 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 Local 2726 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, and its designated agents or representatives, as the sole and exclusive bargaining agent for those employees of the City who work in classifications listed in Appendix "A" with respect to wages, hours of work and other conditions of employment.

Section 2. Excluded. All fiduciary, management, confidential, professional, supervisory, intermittent, temporary, seasonal, probationary, and employees in the unclassified service shall not be included in the bargaining unit. For purposes of illustration and not by way of limitation, those positions excluded from the bargaining unit are listed in Appendix "B."

ARTICLE 2 SCOPE OF CONTRACT/MID-TERM BARGAINING

Section 1. This contract, unless expressly stated to the contrary, it is mutually agreed, supersedes and cancels all other written contracts, with the exception of 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 parties, 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.

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

ARTICLE 3
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in 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.

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

Contract Article

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

| | |
|------------------------------------------|-------------------------------|
| Article 13 Seniority | ORC 124.321-124.328; ORC 9.44 |
| Article 10 Discipline | ORC 124.34 |
| Article 11 Grievance Procedure | ORC 124.34 |
| Article 12 Reduction in Force and Recall | ORC 124.321-124.328 |
| Article 14 Probationary Periods | ORC 124.27 |
| Article 19 Hours of Work/Overtime | ORC 4111.03 |
| Article 31 Sick Leave | ORC 124.38; ORC 124.39 |
| Article 30 Vacation Leave | ORC 9.44; ORC 325.19 |
| Article 29 Holidays | ORC 124.39 |

ARTICLE 4
MANAGEMENT RIGHTS

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just 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 just cause is exclusively subject to this contract's grievance procedure.

ARTICLE 5

UNION MEMBERSHIP, DUES DEDUCTION, AND FAIR SHARE FEES

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

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

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

Section 4. Fair Share Fee Deduction Procedure. All employees in the bargaining unit who, sixty (60) days after date of hire are not members in good standing of the Union shall pay a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The fair share fee amount shall be certified to the City by the treasurer of the local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify 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.

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

ARTICLE 6 **NON-DISCRIMINATION**

Section 1. Neither the City, its agents, agencies, or officials, nor the Union, its agents or officers, will unlawfully discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, national origin, military status, or disability as provided under state or federal law. The parties recognize that section 1 does not preclude an employee from pursuing claims of discrimination through procedures outside of this Agreement.

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

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

ARTICLE 7 **UNION ACTIVITY**

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

ARTICLE 8
NO STRIKE/NO LOCKOUT

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

Section 2. There shall be no lockouts.

ARTICLE 9
WORK RULES

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

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

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

ARTICLE 10
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer 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. 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.

The Employer will initiate disciplinary action within thirty (30) calendar days of knowledge of the alleged violation or within thirty (30) calendar days of the conclusion of an investigation as may be applicable.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action. Whenever an investigatory meeting moves from investigatory to accusatory, or an employee reasonably believes disciplinary action may result, the employee may request union representation.

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.

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

The employee may be accompanied by a Union Representative and the President of the Local during the predisciplinary meeting. The meeting will not be delayed due to any unavailability of the local president. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein, and the Employer shall provide the employee written notice indicating the reasons for discipline.

Section 5. Disciplinary Appeals. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within fourteen (14) calendar days from receipt of the notice of discipline by the employee.

Section 6. Administrative Leave. The Employer may place an employee on administrative leave with pay prior to the imposition of discipline.

Section 7. 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 | six (6) months |
| Written Reprimands | twelve (12) months |
| Suspensions, Fines, and Reductions | twenty-four (24) months |

Discipline for drug and alcohol-related offenses or violations of the parties' drug and alcohol testing policy are not subject to the twenty-four (24) month provisions listed above and shall be considered in all future discipline for a period of ten (10) years. Notwithstanding the above, disciplinary action for a drug and alcohol offense occurring prior to January 1, 2011, shall have force and effect for five (5) years from the effective date of the offense.

Section 8. 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. Definition. A grievance is any dispute between an employee and the City or its representative involving the interpretation or application of this collective bargaining contract.

Section 2. Designated Representatives. The Union shall certify to the Mayor/designee those persons authorized by the Union to process grievances (i.e., stewards, officers, etc.). The City shall not be required to engage in the grievance procedures herein if the Union is represented by someone other than a properly authorized and certified representative. The person certified shall be recognized by the City of Youngstown as the Union's representative for employee grievances in the appropriate unit. The Local Union President or an appointed Union representative/steward shall be relieved from duty without loss of pay for the purposes of attending grievance meetings scheduled by the City during normal work hours.

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

Where an employee/Union elects to file a grievance, all grievances shall be processed on forms which appear in Appendix C of this Contract. A grievance can be started by the Union representative starting at Step 1. Grievances must be started within fourteen (14) days following the occurrence that initiated the dispute. All grievances must be filed and processed at each step of the procedure to be valid, except that disciplinary grievances involving suspensions or termination may be initiated at Step 2 of the grievance procedure.

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

Section 5. Procedure.

Step 1. Department Head/Designee. Within fourteen (14) days of the date of the event on which the grievance is based, the 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 with the grievant, the Union representative, and the department head shall be arranged within fourteen (14) calendar days to consider and discuss the dispute. Within seven (7) calendar days following the meeting, the department head/designee shall render a written decision on the grievance.

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

Step 2. Mayor/Designee. Upon receipt of the Step 1 appeal, the Mayor's designee shall hold a meeting with the parties to include the President of the Local, Ohio Council 8 Staff Representative, department steward, and grievant to evaluate the grievance. Within seven (7) calendar days of this meeting, the City's representative shall issue a written decision and transmit a copy of same to the Union and the affected employee.

Mediation Step. Either the Union or the City may request that a grievance be referred to mediation through the Federal Mediation and Conciliation Service (FMCS). Such request must be submitted to the other party within ten (10) working days of the Step 2 decision. Upon receipt of such notice, the receiving party may accept or decline mediation within five (5) working days. If accepted, the time limits of the grievance procedure will be suspended until mediation of the grievance is concluded. The grievance time limits shall begin upon conclusion of the mediation session if no resolution is obtained. Guidelines for mediation if mutually agreed to shall include:

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

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

Section 6. Selection of the Arbitrator. Within ten (10) days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the Union shall submit a joint request a list of nine (9) Ohio based, national academy certified arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Either party may reject one (1) list in its entirety and request another list. The party rejecting the list shall bear the cost of obtaining a new list.

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

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

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

- A. The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement or to rule on any 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. Grievance Time Limits and Forfeitures. If the deadline for acting within the grievance procedure falls on a non-business day, the applicable timeline shall be extended to the next business day.

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

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

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

Section 11. Grievance Documents/Copies. In all steps of the above grievance procedure, the Union shall be required to prepare the copies of the grievance. The City shall be required to acknowledge receipt and provide copies acknowledging receipt to the Union.

Section 12. Withdrawal of Grievance. The Union shall have the sole authority to withdraw grievances.

Section 13. Certification of Union Representative. The Union shall certify to the Mayor's designee, City of Youngstown, those persons in each department or unit who are authorized by the Union to process grievances.

Section 14. Attendance at Grievance Meetings. The Local Union President shall be relieved from work with pay at any meeting scheduled by the City's Water Department during the President's regular shift.

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 fourteen (14) calendar days prior to the date of the reduction. Such notification shall include the reasons behind the Employer's decision to initiate the layoff, abolishment, or reorganization.

Section 3. Procedure. When the City determines a reduction in the working force is necessary, employees shall be laid off, within the affected classification, in the following order:

- A. Part-time, temporary, intermittent and seasonal employees;
- B. Full-time employees who have not completed their probationary period;
- C. Full-time employees who have completed their probationary period.

Employees shall be laid off in accordance with the above order on the basis of unit seniority. An employee who is laid off shall be able to bump another employee with less departmental seniority in an equal or lower rated classification within the same classification series within the same unit. If an employee is unable to bump within his or her unit, then he or she may bump into the Laborer classification in another unit but may only bump an employee with less departmental seniority. It is understood that an employee cannot bump up into a higher rated classification. Failure of an employee to exercise bumping rights shall constitute a waiver of those rights.

Section 4. Identical Seniority Dates. In the event employees have the same departmental seniority date, total seniority shall prevail. In the event employees have the same total seniority date, alphabetical order shall prevail.

Section 5. Effects Bargaining/Alternative Discussions. When a reduction in force is imminent, and at least fourteen (14) calendar days prior to issuance of notice of reduction to affected employees as set forth in section 2 herein, the City will notify the Union of the pending reduction. Upon the request of either party, the parties will meet prior to the effective date of the reduction for the purpose of discussing the effects of the reduction on bargaining unit members and exploring any alternatives that may be available to a reduction in force.

Nothing herein shall be construed to preclude the parties from discussing matters involving a potential reduction in the work force through the labor-management committee forum as set forth in Article 38.

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

Section 7. Recall. The City shall recall employees from layoff by classification. A bargaining unit member laid off under this article shall remain on the layoff list for one (1) year. 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.** The term "Total Seniority" shall be defined as continuous length of uninterrupted, full-time service with the City of Youngstown.

- B. Department Seniority. The term “Department Seniority” shall be defined as continuous length of uninterrupted, full-time service with the City of Youngstown Water Department.
- C. Classification Seniority. The term “Classification Seniority” shall be defined as continuous length of uninterrupted, full-time service in a specific job classification within the City of Youngstown Water Department.
- D. Unit Seniority/Unit. The term “Unit Seniority” shall be defined as continuous length of uninterrupted, full-time service, regardless of classification, in the West Avenue Unit or the Downtown Unit for the City of Youngstown Water Department. The term “Unit” as used herein shall refer either to West Avenue Unit or the Downtown Unit.

An employee shall accumulate “unit” seniority in only one (1) unit at a time. When an employee moves from one unit to another unit, he shall be placed at the bottom of the seniority list in the new unit. However, if an employee returns to a unit in which he may already hold unit seniority, the previously accumulated unit seniority shall still stand and prospective time will be added to the already accumulated unit seniority.

Section 2. Seniority Roster/Posting. The City shall post both a unit and a total seniority roster in the various departments or units of the City with employees represented by the Union, and shall update the roster every six (6) months.

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

Section 5. Seniority shall be broken (or terminated) when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of time equal to the amount of seniority the employee had on the date of his layoff;
- D. Fails to report for work for more than ten (10) consecutive workdays without having given the City notice of this absence prior to or during the ten (10) day period unless the City determines a justification exists for the failure to give such notice.

E. Fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's records).

Section 6. Job Assignments/Transfers. Except as otherwise provided for in this Agreement, this article shall not be construed to limit the City's right to assign or transfer any employee to any other job or work assignment within his/her job classification.

Section 7. Application of Seniority. For the purpose of vacations, holidays, paid sick leave, promotions, job bidding, layoffs (bumping), and longevity, seniority shall be applied according to this Agreement.

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) working days. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

Section 2. Promotional Positions. Employees awarded a job pursuant to this article shall be given a reasonable amount of time but not more than sixty (60) working days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification without loss of seniority or benefit. Employees awarded a job under these provisions shall be provided with all reasonable help and supervision necessary to perform the tasks assigned. Employees shall be considered qualified when they can satisfactorily perform the required duties assigned with no more supervision than is required by other qualified employees in the same job classification and their work meets the minimum standard (perform the essential functions of the job as listed in the job description) applicable to the job.

Newly promoted employees may voluntarily return to their former classification during the first half of the probationary period. If the newly promoted employee returns to his former classification (voluntarily or involuntarily) a new vacancy is not created and the next employee according to Section 2 of this article will be awarded the position.

Section 3. Use of Leave during Probation. No use of vacation shall be allowed during probationary periods unless such vacation has been prescheduled and preapproved. Use of more than two non-consecutive days of sick leave during the probationary period shall require medical documentation for such leave. Any use of vacation, sick leave or leave of any nature during the probationary period will extend the period by a like number of days.

Section 4. Benefits During Initial Probationary Period. In respect to a probationary employee, it is agreed between the Union and the City that a probationary employee may not avail himself of the benefits of this Agreement for the forty-five (45) days of his employment while he is in that probationary status.

ARTICLE 15
PROMOTIONS

Section 1. Applicability. This article does not apply to any entry level vacancies that are to be filled utilizing the procedures of the City of Youngstown Municipal Civil Service Commission and the Ohio Civil Service Law (i.e., classified positions) or entry level unclassified positions.

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

Notwithstanding the above, the Employer may consider a probationary employee for a promotional opportunity when there are no other eligible/qualified bidders.

Bargaining unit members who are on injury on duty leave (IOD), have been on IOD for not more than ninety (90) calendar days, and who have a return to work date not later than fifteen (15) calendar days following the commencement date of the posting notice, are eligible to bid. A bargaining unit member on IOD who bids on and is awarded an open position, and who does not return to work within fifteen (15) calendar days from the date of the commencement of the posting, will not be granted any extensions, and the City may fill the vacancy with another qualified internal or external applicant consistent with the provisions herein.

Section 3. Determination of Promotional Vacancy/Posting Period. When the Employer determines that a promotional vacancy exists in the bargaining unit covered by the contract, and the City intends to fill the vacancy, a notice of the opening shall be posted for seven (7) calendar days in both units of the Water Department. The posting notice shall contain the job classification title, rate of pay, shift and brief job description.

Section 4. Bid Submission. Bargaining unit members shall be allowed bid for the job by submitting a written application to the department head during the posting period. Applications must be filed during the bid posting period to be considered. The vacancy award shall be made within fourteen (14) calendar days.

Section 5. Vacancy Award/Evaluation of Internal Applicants. The Employer shall evaluate those applications that are timely filed internally to determine whether or not it will fill the position internally. Such promotion will be awarded in accordance with the following preference:

- A. Using unit seniority, the most senior qualified employee within the unit where the vacancy occurs.
- B. The most senior qualified employee in the bargaining unit outside of the unit where the vacancy has occurred.

Section 6. Vacancy Award/Evaluation of External Applicants. If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

Section 7. Rate of Pay. An employee who is awarded a job under these provisions shall receive the permanent rate of the new classification.

ARTICLE 16 **TEMPORARY VACANCIES/TRANSFERS**

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

Section 2. Procedure. When the Employer determines that temporary transfer is available, prior to making an involuntary transfer, it shall first offer the opportunity to those bargaining unit members occupying the job classification from which the transfer is to be made, within the job unit (i.e., West Avenue Unit, Downtown Unit) where the opportunity exists. The temporary transfer shall be awarded to the member that the Employer determines best possesses the knowledge, skills, and abilities to perform the duties required for the position. Should the Employer determine that two (2) members are equally qualified, the employee with the greatest unit seniority shall be offered the opportunity. In the event that no employee volunteers to fill the temporary vacancy or the Employer determines that no employee is qualified, the Employer will fill the temporary vacancy through involuntary transfer, as set forth in Section 3.

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

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

Section 5. Transfer Limitation. Temporary transfers generally shall not exceed ninety (90) days without the agreement of the Union. Under no circumstances shall a temporary transfer become permanent without utilizing the applicable procedures for filling a promotional vacancy established in this contract or the applicable civil service procedures for filling entry level vacancies.

ARTICLE 17 **OUT OF CLASSIFICATION ASSIGNMENTS**

Section 1. Rate of Pay. In the instance where an employee is directed or designated during a regular shift to perform a job or do duties that are not a part of his/her regular job classification and

in performing the said job or duties he is engaged for a period in excess of one (1) hour, the employee shall be paid the rate for the job for all such hours worked. This payment for the job performed shall also be made if the employee is held over from his regular eight (8)-hour shift, and assigned to a job out of his/her job description for any period.

When bargaining unit employees are temporarily assigned to perform the duties of a supervisor, the employees shall receive the supervisor's rate of pay for the duration of the assignment. The City and the Union shall use the Labor/Management Committee to discuss the classifications affected by this provision.

If the above assignment 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. For the purpose of filling temporary out of classification assignments, assignments shall be made according to the schedule reflected in Appendix D, provided that management determines before making the assignment that the employee has the ability and physical fitness to perform the work.

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

ARTICLE 18 **SCHEDULING**

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

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

Section 2. Notice for Schedule Adjustments. The City agrees that 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 19
OVERTIME/CALL-OUT

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

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

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

Section 4. Contractual Overtime. An employee shall receive one and one-half (1 1/2) times his/her hourly rate for each hour or fraction thereof which he works in excess of eight (8) hours in a twenty-four (24) hour period or in excess of forty (40) hours in a seven (7) day period.

Section 5. Hours Worked for Contractual Overtime/Rounding. All hours in pay status (including vacation leave and sick leave) shall count as hours worked for the purpose of computing overtime. Overtime pay shall be paid to the nearest one-tenth (.10) of an hour.

Section 6. Call-outs Defined. Call-outs are defined as being recalled or called to work during a time period that does not abut the beginning or ending of his regularly scheduled shift (i.e., outside of four [4] hours prior to the beginning or more than four [4] hours after the end of a scheduled shift).

Section 7. Minimum Call-Out. Pay for such call-outs shall be as follows: Employees who are called out to work after their regular work day shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times the regular rate of pay or the appropriate overtime rate for all hours worked whichever is greater. Employees called out are responsible for call-outs in this four (4)-hour period. Should an employee be called to work less than four (4) hours prior to the start of his/her regularly scheduled shift, the employee shall be compensated at the appropriate overtime rate for all hours prior to the start of the shift as long as employee reports to work within one (1) hour of the call.

Section 8. Call-Out List. The parties agree to maintain a call-out list of employees by classification. Such list shall be created by classification and shall be in descending order of unit seniority. Commencing with the first overtime opportunity, the member with the most unit seniority in each classification shall be called first and the call-outs shall from that point be rotated in descending order of unit seniority until such time as the required work force is filled. At the next overtime opportunity, the call-outs shall commence with the employees names which are next on the list. This rotation shall continue until such time as the rotation is exhausted and then the rotation shall begin at the top of the list.

Section 9. Call-Out List Administration. The Construction Department shall maintain and update a log for the management of such overtime. When an employee is requested to work overtime, the foreman shall enter the time and date of such request. The list shall contain each employee's name and no more than two (2) valid phone numbers for each employee.

Section 10. Call-Out Eligibility. Laborers who do not possess a valid CDL shall not be eligible for the call-out list. However, if the CDL Laborer's list is exhausted, the employer may call out non-CDL Laborers.

ARTICLE 20 **WAGES**

Section 1. Bargaining unit members shall receive compensation in accordance with the wage rates and schedule attached in Appendix E and incorporated by reference.

| | |
|---------------|---------------------------------------------------------|
| June 1, 2014: | a one percent (1%) general wage increase |
| March 1, 2015 | a one and one-half percent (1.5%) general wage increase |
| March 1, 2016 | a one percent (1%) general wage increase |

Section 2. Wage Schedule Administration. Employees who are above a scheduled step will be red circled until such time as schedule and years of service cross.

ARTICLE 21 **INSURANCE BENEFITS**

Section 1. Medical and Hospitalization Insurance. The City of Youngstown shall continue to provide to each bargaining unit member and his family Anthem Blue Cross PPO (or a comparable health care coverage and benefits plan) medical, hospitalization, and prescription insurance coverages and benefits per the summary of coverages and benefits attached hereto as Appendix F, or as otherwise established by a health insurance review committee (HIRC).

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

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

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

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

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

Section 2. Employee Contributions. Effective January 1, 2012, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, and prescription 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 March 2016, employees shall contribute ten percent (10%) of the total premium for medical, hospitalization, and prescription coverage.

Section 3. 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 4. 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 5. Insurance Waiver. Any employee who elects to not be covered by the City's hospitalization program shall receive one hundred twenty dollars (\$120) per month. Each employee who elects this payment shall demonstrate that he receives like or better coverage elsewhere. A bargaining unit employee whose spouse or parent works for the City shall not be eligible for this incentive. Employees and the City shall abide by all COBRA rules and regulations. Should the City policy regarding the payment of employees whose spouse or parent works for the City change, this change shall be incorporated as a part of the collective bargaining agreement.

Section 6. AFSCME Health and Welfare Fund. The City will provide the amount of fifty-five dollars and seventy-five cents (\$55.75) each month for each bargaining unit employee to the Ohio

AFSCME Care Plan for the following benefits: Vision Care, Prescription Drugs, Life Insurance, and Hearing Care, and Dental Level 2.

ARTICLE 22
LONGEVITY

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

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

ARTICLE 23
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 his 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 first regularly scheduled day shift. There shall be no duplication of shift differential payments nor shall this section be interpreted to permit duplication of premium pay.

Section 4. Amounts. Bargaining unit members assigned to work shifts beginning during the second shift shall be eligible to receive thirty cents (\$.30) per hour shift differential. Members assigned to work shifts beginning during the third shift shall be eligible to receive forty cents (\$.40) per hour shift differential. Effective June 1, 2014, bargaining unit members assigned to work shifts beginning during the second shift shall be eligible to receive forty cents (\$.40) per hour shift differential; members assigned to work shifts beginning during the third shift shall be eligible to receive sixty cents (\$.60) per hour shift differential.

ARTICLE 24
CLOTHING ALLOWANCE AND UNIFORMS

Section 1. Outside Employment/Uniforms/Uniform Allowance. Those bargaining unit members that are required to wear uniforms shall be provided six hundred fifty-eight dollars and twenty cents (\$658.20) for the care and maintenance of clothing.

Section 2. Initial Uniform Allotment/Replacement. The City shall provide uniforms for all employees who work outside. For the Downtown Unit, this supply shall consist of four (4) pairs of trousers, four (4) shirts and two (2) green tee shirts. For the West Avenue Unit, this supply shall consist of six (6) green tee shirts. The City agrees to replace tee shirts on an as-needed basis.

Section 3. Proper Dress Required. All employees who receive uniforms are required to be properly dressed while on duty. Proper dress means that the employee is attired in the proper uniform which is clean and in good repair. Failure to be properly dressed for duty may subject an employee to discipline.

Section 4. Parking Allowance. Those City Hall employees not entitled to receive a clothing allowance under the provisions of this Agreement shall either be provided with parking in a City lot, or in another parking lot designated by the City with a cost to the City of not more than \$350.00 per year. If a City lot and an alternative designated lot are not available, City Hall employees shall be paid a parking expenditure allowance of \$350.00 per year, which shall be prorated based upon the month of unavailability.

Section 5. Boot Allowance. The City will provide a reimbursement of up to seventy-five dollars (\$75.00) per year for the purchase of an approved work shoe provided that the employee is actually required to wear the shoe to work.

Section 6. Documentation. In order to receive reimbursement in the amounts described in Sections 4 and 5, the employee must present the Employer with sufficient documentation indicating the item and amount expended in making the purchase.

ARTICLE 25
PENSION PICKUP

Section 1. The City agrees to pick up and pay the ten percent (10%) employee share of the statutorily required contribution to the Ohio Public Employee Retirement System (OPERS) that the individual employee is required to pay pursuant to Federal and Ohio laws. No employee shall have the option of choosing to receive the statutorily required contribution directly instead of having it picked up by the City of Youngstown.

Section 2. Reporting. The City shall, in reporting and making remittance to the PERS, report that the employee's contribution has been made as provided by statute. The gross wage or salary of the employee subject to the pick up and pay as provided by this section shall not change as a result of this pick up and pay program.

ARTICLE 26
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 designated beneficiary or the legally appropriate beneficiary the full value of his accumulated vacation time and thirty-five percent (35%) of the value of his accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater. The proper designation of the beneficiary shall be made on forms provided by the City's Risk Management office.

ARTICLE 27
LICENSE REIMBURSEMENT/PAY

Section 1. Expense Reimbursement. Bargaining unit members that occupy positions for which an Ohio EPA Operator's License is required shall be reimbursed for the cost of Water Distribution Training Classes, as sponsored by the Operation Training Committee of Ohio, provided that they obtain the applicable operator's license within two (2) years of enrollment.

Section 2. Any employee who possesses an Ohio EPA Water Distribution Class I or II Operator's License, who is assigned to work out of his/her regular classification into a classification that has Operator License pay increments established, shall be paid at the level he is working.

Section 3. Commercial Driver's License (CDL) Bonus. The City will hereby pay a yearly bonus of \$250.00 to each bargaining unit member required to maintain a Class A CDL and a bonus payment of \$200.00 to each bargaining unit member who is required to maintain a Class B CDL. This bonus is to be paid out in January of each calendar year. CDL Laborers are not eligible for this bonus payment.

ARTICLE 28
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 Operators 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 work day following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may be demoted to a classification where the job duties do not constantly require the licensure, if a vacancy is available, and assigned duties that do not involve the required licensure, so long as such work exists for no longer than 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, then the employee shall be subject to discipline, up to and including termination, for failure to remain qualified to perform the duties of his position.
- C. 2nd Offense- Failure to Maintain Licensure. The parties agree that if an employee fails to maintain the necessary licensure for a second time during the term of his employment, where his classification requires the maintenance of a valid license, then the employee shall be subject to discipline, up to and including termination, for failure to remain qualified to perform the duties of his position.

ARTICLE 29 HOLIDAYS/PERSONAL DAYS

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

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

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

Section 3. Holiday Pay Eligibility. In order to be eligible to receive holiday pay, employees must work their regularly scheduled shift before, on the day of if applicable, and the day after the recognized holiday.

Section 4. Personal Days. The parties agree that bargaining unit members shall be permitted to utilize two (2) personal days, in eight (8) hour increments, to be deducted from the employee's sick leave balance. Such usage shall not be counted against the employee's sick leave bonus eligibility, but shall not be permitted to be used the regular shift before, on if applicable, and after a recognized holiday.

Section 5. Personal Day Scheduling/Eligibility. Employees wishing to schedule the use of their personal day must provide the Employer with at least seventy-two (72) hours notice for requests. Notwithstanding this, all requests are subject to the operational needs of the Employer. Newly hired bargaining unit members shall not be eligible to request the use of the personal days until such time as they have completed their initial probationary period.

ARTICLE 30 **VACATION**

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

| | | |
|------------------------------------------|---------|---------------------|
| After one (1) year of service | 2 weeks | 3.077 hours per pay |
| After five (5) years of service | 3 weeks | 4.615 hours per pay |
| After eleven (11) years of service | 4 weeks | 6.154 hours per pay |
| After seventeen (17) years of service | 5 weeks | 7.692 hours per pay |
| After twenty-three (23) years of service | 6 weeks | 9.231 hours per pay |

Section 2. Eligibility/Usage. The length of vacation is determined by an employee's full-time employment anniversary date with the City of Youngstown, Ohio.

The City will continue to utilize a "use-it-or-lose-it" vacation policy. Employees must complete one (1) year of service before being eligible for vacation leave. Upon completion of this one (1) year of service, the employee will be entitled to utilize a pro-rated amount of vacation from the anniversary date until December 31 of the first anniversary year. This prorated amount will be determined by the vacation hours earned from the employee's date of hire to December 31 of the initial hire year. Effective January 1 of the next year, the employee will be eligible to take the earned 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/Carryover. For each week of vacation, the eligible employee shall receive his/her normal week's pay of forty (40) hours in accordance with his/her regular pay scale at the start of the vacation. By written agreement between the City and the employee involved, vacation benefits may be liquidated in cash. Notwithstanding the provisions set forth in Section 2 above, in extenuating circumstances, an employee may request to carry over up to one (1) week of vacation for use in the following calendar year, provided that such request is submitted to

the Department Head in writing not later than December 10 of the applicable calendar year. The Employer retains the right to approve or deny such requests. Approval/denials will be in writing, with a copy of any approval to the Department of Finance not later than December 20 of the applicable calendar year.

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

Twenty-four (24) hours of accrued vacation may be taken in one (1) hour increments each year. Use of this vacation time is not subject to twenty-four (24) hour approval. The employer retains the right to approve or deny such requests; however, denial shall only be based on operational need.

ARTICLE 31 **SICK LEAVE**

Section 1. Accrual. Each employee shall be eligible to earn sick leave at the rate of one and one quarter (1 1/4) days per month, not to exceed fifteen (15) days per year. An employee may not earn sick leave while on sick leave, 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 at paragraph one 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.
- F. In the event of an FMLA event extending ten (10) consecutive work days or more, an employee shall have the option of "banking" twenty-four (24) hours of the employee's accrued and unused sick time. The employee must submit a written request to the Employer at the time of commencement of FML. However, if FML is exhausted, the time must be utilized.

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 work day or work week earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, at least one (1) hour prior to the start of his shift, unless an emergency prevents such notice. Additionally, within eight (8) hours of each scheduled shift thereafter, the employee will notify the Employer of his availability.

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

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

Section 7. 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. Any employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to corrective action by the Water Commissioner or his designee. Pattern abuses consist of absence while on sick leave as evidenced by a frequency or pattern contiguous or related to holidays, vacation and/or consistent regular usage, or a method of usage of available sick leave. Further abuse/patterned use shall result in disciplinary action.

ARTICLE 32 **SICK LEAVE BONUS**

Section 1. The City desires an incentive for employees not to abuse sick leave. Therefore, for each quarter in which an employee does not use his sick leave he shall be entitled to a bonus as follows.

| | | |
|----------------|--------------------|----------|
| First Quarter | (January-March) | \$125.00 |
| Second Quarter | (April-June) | \$125.00 |
| Third Quarter | (July-September) | \$125.00 |
| Fourth Quarter | (October-December) | \$125.00 |

Section 2. Payment Schedule/Eligibility. Payment is based on the previously completed four (4) quarters (i.e., fourth quarter of the prior year and first three (3) quarters of current year). The cash bonuses for the non-use of sick leave shall not be prorated under any circumstances. It is understood by and between the parties that lost time from injury at work or lost time due to bereavement leaves does not affect this cash incentive program.

ARTICLE 33 **BEREAVEMENT LEAVE**

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

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

ARTICLE 34 **INJURED ON DUTY LEAVE (IOD)**

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

The employee shall be paid Injured on Duty (IOD) pay from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation but only if the employee obtains medical treatment from a schedule of providers designated by the City (see Appendix G). 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 1st of each preceding year. An employee who chooses to seek treatment from a medical provider who is not included in the City's schedule of providers will not be entitled to IOD pay, but will be entitled to any benefits the Bureau of Workers' Compensation will allow. The City reserves the right to add or delete health providers from the City's schedule of providers.

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

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

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

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

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

Section 7. Duration. Wages and all benefits, except sick leave as excluded by Article 31, Section 1, for those off-duty on IOD will be continued for up to three hundred sixty-five (365) calendar days, two thousand eighty (2080) hours, in a three (3) year period from the date of injury if all requirements above are met. After that period an employee unable to return to work can file for Workers' Compensation TT, but will not continue to be eligible for City benefits including sick or vacation accrual. Hospitalization benefits for an employee who has exhausted IOD but is unable to return to work will be continued for another six (6) months if the employee continues to provide the City with doctors' reports stating that he is unable to return to work at least one time per month. After exhaustion of this six (6) month period, the City shall treat such as a "reduction of hours" Cobra-qualifying event and make necessary modifications to the employee under COBRA.

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

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

Section 9. Light Duty. If the employee is able to work in a light duty or transitional work assignment, the City may provide work within the Department, if available. A light duty work assignment shall not exceed sixty (60) days, unless permitted by the City. Time spent working a light duty assignment is counted toward the three hundred sixty-five (365) day, two thousand eighty (2080) hour limit for payment of IOD.

An employee cannot refuse to accept a light-duty assignment. Only an employee's physician may provide evidence supporting an employee's inability to accept a light-duty 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.

ARTICLE 35 **DRUG AND ALCOHOL TESTING PROGRAM**

Section 1. The Employer's Drug and Alcohol Testing Program and CDL Drug and Alcohol Testing Program are attached as an addendum to this agreement at Appendix H and are fully

incorporated herein. The parties agree that all employees of the Youngstown 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, Water Department employees will be considered safety sensitive employees for purposes of random drug testing.

ARTICLE 36
HEALTH & SAFETY

Section 1. The Employer shall provide Hepatitis B vaccine inoculations and screenings to any Water Department employee who may be exposed to pathogens. This program will be administered through the Youngstown Health Department.

ARTICLE 37
PERSONNEL FILE

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

Section 2. Access. Each employee shall have the right to inspect his or her file at any reasonable time. The employee shall not remove any document from said file. Portions of the file that are not a public record shall be accessible to the legal representative of the employee or through an authorized representative of the Union, but only if this access is approved in writing by the employee to the department head.

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

Section 4. Notification of Employment Information Change/Status

- A. **Contact Information.** All bargaining unit members are required to ensure that all of 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.
- B. **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 statutorily plan-authorized age limitation.
5. Mental or physical disability of any dependent affecting dependency status.

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

- C. Documentation. The City may require that an employee provide the insurance company with documentation establishing and/or verifying any information that is required to be provided under this article.
- D. Reimbursement. In the event that the employee fails to provide notification to the Employer as described above, and public funds are expended for coverage, benefits, or other costs that otherwise would not have been paid had the accurate employment information been provided, the employee will be required to reimburse the Employer for those monies that were inappropriately expended. The employee shall be required to enter into a repayment plan and execute any documentation that the Employer determines to be necessary to facilitate the repayment in a prompt manner. The plan shall be entered into within thirty (30) days of the event first being brought to the attention of the employee.

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

- E. Discipline. Any employee that refuses to enter into the mandatory reimbursement agreement, refuses to fully complete any initial or update request for information required by the Employer, refuses to provide documentation as directed by the Employer, or provides

inaccurate information shall be subject to termination for insubordination and/or dishonesty. Any employee that otherwise fails to report any of the informational changes to the Employer as required by this article shall be subject to discipline, pursuant to the terms of the parties' agreement.

ARTICLE 38 LABOR MANAGEMENT COMMITTEE

Section 1. Composition. There shall be established a Labor-Management Committee consisting of three (3) members of Management and three (3) members of the Union. This committee shall meet as needed, and upon the request of either party.

Section 2. Purpose/Agenda. The purpose of this Committee shall be to meet and discuss the administration of this Agreement, matters of health and safety, and other matters of mutual interest or concern to the parties. The parties shall provide each other with an agenda of the issues to be discussed and a list of names of the parties who will be in attendance at least one week prior to the scheduled date of the meeting.

ARTICLE 39 VEHICLE USAGE

Section 1. Upon the approval of the Employer, bargaining unit members that are assigned to on-call status may be permitted to drive the Youngstown Water Department vehicle home.

ARTICLE 40 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 41 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon any successors and assigns. In the event that any provision of this Agreement provides an operational hardship or difficulty on any successor or assign, then the successor or assign may request to meet with the Union to discuss such provisions. The intent of this section is not to reopen the full contract for negotiations.

ARTICLE 42
DURATION

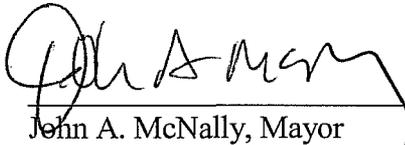
Section 1. This contract shall be effective upon ratification/acceptance by both parties and shall remain in effect through midnight March 1, 2017.

Section 2. No sooner than one hundred twenty (120) days prior to the expiration of this agreement, either party may execute a notice to negotiate over a successor agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 7th day of July, 2014.

For the City of Youngstown



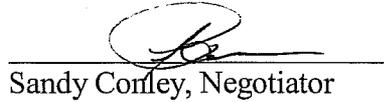
John A. McNally, Mayor



David Bozanich, Finance Director

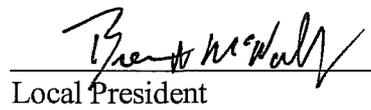


Martin Hume, Director of Law



Sandy Conley, Negotiator

For the AFSCME, Local 2726



Local President



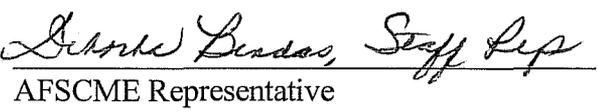
Bargaining Team Member



Bargaining Team Member

Bargaining Team Member

Bargaining Team Member



AFSCME Representative

APPROVED AS TO FORM



Martin Hume, Director of Law

SIDE LETTER #1
SKILLED LABORERS

The parties agree that those employees occupying the skilled laborer classification as of March 1, 2008, shall continue in those positions until such time as they bid to another position or separate from service with the City.

FOR THE EMPLOYER

Date Signed: _____

FOR THE UNION

SIDE LETTER #2
SICK LEAVE SEVERANCE PAY

Notwithstanding the sick leave severance criteria set forth in Article 26, Section 1, the parties agree that those employees that are members of the bargaining unit as of March 1, 2008, shall continue to be allowed to receive payment for thirty-five percent (35%) of the value of their accumulated sick leave upon separation from City employment.

FOR THE EMPLOYER

Date Signed: _____

FOR THE UNION

APPENDIX A
BARGAINING UNIT COMPOSITION

The following listed classifications are included in the Local 2726 bargaining unit:

| | <u>Classification Title</u> | | <u>Classification Title</u> |
|------|-------------------------------------|------|-----------------------------------------|
| 5040 | Inspector | 6030 | Maintenance Man CL 1 License |
| 6460 | Meter Reader | 1660 | Bricklayer |
| | Assistant to the Turnkey Supervisor | | Assistant Bricklayer |
| 9420 | Turnkey | 5780 | Machine Operator Senior |
| 6440 | Meter Reading Clerk | 5740 | Machine Operator - Classified |
| | Customer Service Representative | 6000 | Maintenance Man - Classified |
| 3982 | Engineering Aide CL 2 License | 6030 | Maintenance Man CL 1 License |
| 3981 | Engineering Aide CL 1 License | 1660 | Bricklayer |
| 3980 | Engineering Aide | 5780 | Machine Operator Senior |
| 6480 | Meterman and Tester | 5740 | Machine Operator - Classified |
| 6443 | Meter Installation Clerk | 6000 | Maintenance Man - Classified |
| 9660 | Utility Repairman | 2460 | Clerk and Timekeeper |
| 8800 | Storekeeper | 5920 | Maintenance Helper - Classified |
| 8780 | Stock Clerk | 1330 | Auto Body Man |
| 5400 | Laborer | 1360 | Auto Mechanic |
| 9995 | Stenographer | 4620 | Garagemen |
| 9998 | Stenographer Step 4 | 9621 | Utility Payroll Clerk |
| 8820 | Stores Clerk | 6601 | Engineering Aide Draftsman |
| 9996 | Stenos and Senior Clerks Step 2 | 3866 | Electrician Class 1 License |
| 3867 | Electrician Class 2 License | 7741 | Pump Operator CL 1 License |
| 3865 | Electrician | 7740 | Pump Operator |
| 7742 | Pump Operator CL 2 License | 891 | Assistant Pumping Operator CL 1 License |
| 890 | Assistant Pumping Operator | 892 | Assistant Pumping Operator CL 2 License |
| 8627 | Skilled Laborer | 6002 | Maintenance Man CL 2 License |
| | CDL Laborer | 5921 | Maintenance Helper CL 1 License |
| | | 5922 | Maintenance Helper CL 2 License |
| | | 8239 | Secretary to Chief Engineer |
| | | 799 | Assistant Meter Installation Clerk |
| | | | |

APPENDIX B
BARGAINING UNIT EXCLUSIONS

For illustrative purposes, and not by way of limitation, the following classifications are excluded from the Local 2726 bargaining unit:

| | <u>Classification Title</u> | | <u>Classification Title</u> |
|------|------------------------------------|------|-------------------------------------------|
| 2660 | Commissioner of Water | 2762 | Construction Foreman CL 2 |
| 1320 | Auditor of Office Manager | 2761 | Construction Foreman CL 1 |
| 1110 | Asst .Water Commissioner | 2760 | Construction Foreman |
| 8100 | Secretary | 4580 | Garage Foreman |
| 9440 | Turnkey Supervisor | 4058 | Engineering Tech. Class 1 License |
| 1820 | Cashier | 4059 | Engineering Tech. Class 2 License |
| 6450 | Meter Reader Foreman | 4061 | Engineering Tech. |
| 2300 | Chief Utility Clerk | 320 | Analyst Programmer |
| 1982 | Chief Engineer CL 2 License | 2704 | Computer Operator Coordinator |
| 1981 | Chief Engineer CL 1 License | 2706 | Computer Specialist |
| 1980 | Chief Engineer | 9261 | Temporary Meter Project Supervisor |
| 4020 | Engineering Asst. | 4560 | Foreman Meter |
| 4021 | Engineering Asst.Class 1 License | 9010 | Supt. of Yards and Meters |
| 4022 | Engineering Asst. Class 2 License | 9062 | Supt. of Construction CL 2 License |
| 4560 | Foreman Meter | 8961 | Supt. of Construction CL 1 License |
| 4059 | Engineering Tech. Class 2 License | 8960 | Supt. of Construction |
| 4061 | Engineering Tech. | 1002 | Asst. Supt. of Construction LC 1 License |
| 320 | Analyst Programmer | 1001 | Asst. Supt. of Construction LC 1 License |
| 2704 | Computer Operator Coordinator | 9011 | Supt. of Yards and Meters Class 1 License |
| 2706 | Computer Specialist | 9012 | Supt. of Yards and Meters Class 2 License |
| 9261 | Temporary Meter Project Supervisor | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

APPENDIX C (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 C (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 C (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 D
FILLING OUT OF CLASSIFICATION ASSIGNMENTS

For the purpose of filling a temporary or an assignment of a temporary nature where an increase in wage is involved, the following lists shall be adhered to. The City may properly consider a bargaining unit member's seniority and work experience as factors in filling these temporary jobs or assignments. If a position is not specifically listed, assignments will be made by descending order of pay grade and seniority.

WEST AVENUE UNIT

For Maintenance Man

1. Maintenance Helper
2. CDL Laborer
3. Skilled Laborer
4. Laborer

For Machine Operator

1. Class A CDL License
2. Class B CDL License
3. Senior Most Qualified

For Maintenance Helper

1. CDL Laborer
2. Skilled Laborer
3. Laborer

For Storekeeper

1. Stock Clerk
2. CDL Laborer
3. Skilled Laborer
4. Laborer

For Stock Clerk

1. CDL Laborer
2. Skilled Laborer
3. Laborer

For Meter Installation Clerk

1. Assistant Meter Installation Clerk
2. Utility Payroll Clerk
3. Secretary to Chief Engineer
4. Customer Service Representative

For Clerk and Timekeeper

1. Assistant Clerk and Timekeeper
2. Customer Service Representative

For Secretary to the Chief Engineer

1. Customer Service Representative

For Utility Payroll Clerk

1. Secretary to the Chief Engineer
2. Assistant Meter Installation Clerk
3. Customer Service Representative

For Garageman

1. CDL Laborer
2. Skilled Laborer
3. Laborer

For Auto Mechanic

1. Garageman
2. CDL Laborer
3. Skilled Laborer
4. Laborer

APPENDIX D
FILLING OUT OF CLASSIFICATION ASSIGNMENTS (CONTINUED)

DOWNTOWN UNIT

For Turnkey

1. Meter Reader
2. Customer Service Representative

For Meter Clerk

1. Customer Service Representative

For Inspector

1. Meter Reader
2. Customer Service Representative

For Meter Reader

1. Meter Reader Clerk
2. Customer Service Representative

APPENDIX E
WAGE SCHEDULE

June 1, 2014 – 1%

| | | | |
|--------------------------------------|---------|--------------------------------------|---------|
| Assistant Clerk Time Keeper | \$20.21 | After 24 months of full-time service | \$16.91 |
| Assistant Meter Installation Clerk | \$18.51 | After 30 months of full-time service | \$17.72 |
| Assistant Pumping Operator | \$19.84 | After 36 months of full-time service | \$18.51 |
| Assistant Pump Operator Class 1 | \$20.88 | CDL Laborer | \$19.30 |
| Assistant Pump Operator Class 2 | \$21.93 | Machine Operator Non-Class | \$20.69 |
| Auto Bodyman | \$22.17 | Machine Operator | \$22.33 |
| Auto Mechanic | \$22.17 | Machine Operator Class 1 | \$23.37 |
| Auto Bodyman w/ ASE Cert | \$22.50 | Machine Operator Class 2 | \$24.42 |
| Assistant Bricklayer | \$22.24 | Maintenance Helper Non-Classified | \$19.26 |
| Bricklayer | \$23.06 | Maintenance Helper Classified | \$20.15 |
| Clerk/Timekeeper | \$23.24 | Maintenance Helper Class 1 | \$21.19 |
| Customer Service Rep. Entry | \$13.93 | Maintenance Helper Class 2 | \$22.24 |
| After 1 Year of full-time service | \$15.00 | Maintenance Man | \$22.86 |
| After 3 years of full-time service | \$15.94 | Maintenance Man Class 1 | \$23.88 |
| After 5 years of full-time service | \$16.88 | Maintenance Man Class 2 | \$24.90 |
| After 7 years of full-time service | \$17.82 | Meter Installation Clerk | \$20.95 |
| After 9 years of full-time service | \$19.22 | Meter Reader | \$21.49 |
| Custodian | \$13.26 | Meter Reading Clerk | \$20.50 |
| Electrician | \$26.93 | Meterman and Tester | \$21.70 |
| Electrician Class 1 | \$27.98 | Meterman and Tester | \$21.70 |
| Electrician Class 2 | \$29.02 | Meterman and Tester Class 1 | \$22.71 |
| Engineering Aide | \$21.41 | Meterman and Tester Class 2 | \$23.72 |
| Engineering Aide Class 1 | \$22.45 | Pump Operator | \$23.94 |
| Engineering Aide Class 2 | \$23.50 | Pump Operator Class 1 | \$24.98 |
| Engineering Aide Draftsman | \$21.96 | Pump Operator Class 2 | \$26.03 |
| Engineering Aide Draftsman Class 1 | \$22.98 | Secretary to Chief Engineer | \$18.51 |
| Engineering Aide Draftsman Class 2 | \$24.00 | Skilled Laborer Class 1 | \$19.42 |
| Garageman | \$19.91 | Skilled Laborer Class 2 | \$20.32 |
| Inspector | \$23.82 | Stenographer | \$16.59 |
| Inspector Class 1 | \$24.83 | Stenographer Step 4 | \$17.21 |
| Inspector Class 2 | \$25.84 | Stenos and Senior Clerks Step 2 | \$16.77 |
| Laborer | \$7.37 | Stock Clerk | \$19.93 |
| Laborer Temporary | \$8.59 | Storekeeper | \$22.51 |
| Laborer | \$8.06 | Storesclerk | \$16.96 |
| Laborer (Entry Rate) | \$13.69 | Turnkey | \$22.24 |
| After 6 months of full-time service | \$14.49 | Assistant to the Turnkey Supervisor | \$22.24 |
| After 12 months of full-time service | \$15.29 | Utility Payroll Clerk | \$20.02 |
| After 18 months of full-time service | \$16.10 | Utility Repairman | \$22.63 |

Appendix E (Continued)

March 1, 2015 – 1.5%

| | | | |
|--------------------------------------|---------|--------------------------------------|---------|
| Assistant Clerk Time Keeper | \$20.51 | After 24 months of full-time service | \$17.16 |
| Assistant Meter Installation Clerk | \$18.79 | After 30 months of full-time service | \$17.98 |
| Assistant Pumping Operator | \$20.13 | After 36 months of full-time service | \$18.79 |
| Assistant Pump Operator Class 1 | \$21.19 | CDL Laborer | \$19.59 |
| Assistant Pump Operator Class 2 | \$22.26 | Machine Operator Non-Class | \$21.01 |
| Auto Bodyman | \$22.50 | Machine Operator | \$22.67 |
| Auto Mechanic | \$22.50 | Machine Operator Class 1 | \$23.72 |
| Auto Bodyman w/ ASE Cert | \$22.84 | Machine Operator Class 2 | \$24.79 |
| Assistant Bricklayer | \$22.57 | Maintenance Helper Non-Classified | \$19.55 |
| Bricklayer | \$23.40 | Maintenance Helper Classified | \$20.45 |
| Clerk/Timekeeper | \$23.59 | Maintenance Helper Class 1 | \$21.51 |
| Customer Service Rep. Entry | \$14.14 | Maintenance Helper Class 2 | \$22.57 |
| After 1 Year of full-time service | \$15.22 | Maintenance Man | \$23.20 |
| After 3 years of full-time service | \$16.18 | Maintenance Man Class 1 | \$24.23 |
| After 5 years of full-time service | \$17.13 | Maintenance Man Class 2 | \$25.27 |
| After 7 years of full-time service | \$18.08 | Meter Installation Clerk | \$21.26 |
| After 9 years of full-time service | \$19.51 | Meter Reader | \$21.82 |
| Custodian | \$13.46 | Meter Reading Clerk | \$20.81 |
| Electrician | \$27.33 | Meterman and Tester | \$22.03 |
| Electrician Class 1 | \$28.40 | Meterman and Tester | \$22.03 |
| Electrician Class 2 | \$29.45 | Meterman and Tester Class 1 | \$23.06 |
| Engineering Aide | \$21.73 | Meterman and Tester Class 2 | \$24.08 |
| Engineering Aide Class 1 | \$22.79 | Pump Operator | \$24.30 |
| Engineering Aide Class 2 | \$23.86 | Pump Operator Class 1 | \$25.35 |
| Engineering Aide Draftsman | \$22.29 | Pump Operator Class 2 | \$26.42 |
| Engineering Aide Draftsman Class 1 | \$23.32 | Secretary to Chief Engineer | \$18.79 |
| Engineering Aide Draftsman Class 2 | \$24.36 | Skilled Laborer Class 1 | \$19.71 |
| Garageman | \$20.21 | Skilled Laborer Class 2 | \$20.63 |
| Inspector | \$24.17 | Stenographer | \$16.84 |
| Inspector Class 1 | \$25.20 | Stenographer Step 4 | \$17.47 |
| Inspector Class 2 | \$26.22 | Stenos and Senior Clerks Step 2 | \$17.02 |
| Laborer | \$7.48 | Stock Clerk | \$20.23 |
| Laborer Temporary | \$8.71 | Storekeeper | \$22.85 |
| Laborer | \$8.18 | Storesclerk | \$17.21 |
| Laborer (Entry Rate) | \$13.89 | Turnkey | \$22.57 |
| After 6 months of full-time service | \$14.71 | Assistant to the Turnkey Supervisor | \$22.57 |
| After 12 months of full-time service | \$15.52 | Utility Payroll Clerk | \$20.32 |
| After 18 months of full-time service | \$16.34 | Utility Repairman | \$22.97 |

Appendix E (Continued)

March 1, 2016 – 1%

| | | | |
|--------------------------------------|---------|--------------------------------------|---------|
| Assistant Clerk Time Keeper | \$20.72 | After 24 months of full-time service | \$17.33 |
| Assistant Meter Installation Clerk | \$18.98 | After 30 months of full-time service | \$18.16 |
| Assistant Pumping Operator | \$20.34 | After 36 months of full-time service | \$18.98 |
| Assistant Pump Operator Class 1 | \$21.40 | CDL Laborer | \$19.79 |
| Assistant Pump Operator Class 2 | \$22.48 | Machine Operator Non-Class | \$21.22 |
| Auto Bodyman | \$22.73 | Machine Operator | \$22.89 |
| Auto Mechanic | \$22.73 | Machine Operator Class 1 | \$23.96 |
| Auto Bodyman w/ ASE Cert | \$23.07 | Machine Operator Class 2 | \$25.04 |
| Assistant Bricklayer | \$22.80 | Maintenance Helper Non-Classified | \$19.75 |
| Bricklayer | \$23.64 | Maintenance Helper Classified | \$20.66 |
| Clerk/Timekeeper | \$23.82 | Maintenance Helper Class 1 | \$21.72 |
| Customer Service Rep. Entry | \$14.28 | Maintenance Helper Class 2 | \$22.80 |
| After 1 Year of full-time service | \$15.38 | Maintenance Man | \$23.43 |
| After 3 years of full-time service | \$16.34 | Maintenance Man Class 1 | \$24.48 |
| After 5 years of full-time service | \$17.30 | Maintenance Man Class 2 | \$25.52 |
| After 7 years of full-time service | \$18.26 | Meter Installation Clerk | \$21.47 |
| After 9 years of full-time service | \$19.70 | Meter Reader | \$22.03 |
| Custodian | \$13.59 | Meter Reading Clerk | \$21.02 |
| Electrician | \$27.60 | Meterman and Tester | \$22.25 |
| Electrician Class 1 | \$28.68 | Meterman and Tester | \$22.25 |
| Electrician Class 2 | \$29.75 | Meterman and Tester Class 1 | \$23.29 |
| Engineering Aide | \$21.95 | Meterman and Tester Class 2 | \$24.32 |
| Engineering Aide Class 1 | \$23.02 | Pump Operator | \$24.54 |
| Engineering Aide Class 2 | \$24.09 | Pump Operator Class 1 | \$25.61 |
| Engineering Aide Draftsman | \$22.51 | Pump Operator Class 2 | \$26.68 |
| Engineering Aide Draftsman Class 1 | \$23.56 | Secretary to Chief Engineer | \$18.98 |
| Engineering Aide Draftsman Class 2 | \$24.60 | Skilled Laborer Class 1 | \$19.91 |
| Garageman | \$20.41 | Skilled Laborer Class 2 | \$20.83 |
| Inspector | \$24.41 | Stenographer | \$17.01 |
| Inspector Class 1 | \$25.45 | Stenographer Step 4 | \$17.64 |
| Inspector Class 2 | \$26.49 | Stenos and Senior Clerks Step 2 | \$17.19 |
| Laborer | \$7.56 | Stock Clerk | \$20.43 |
| Laborer Temporary | \$8.80 | Storekeeper | \$23.08 |
| Laborer | \$8.26 | Storesclerk | \$17.38 |
| Laborer (Entry Rate) | \$14.03 | Turnkey | \$22.80 |
| After 6 months of full-time service | \$14.86 | Assistant to the Turnkey Supervisor | \$22.80 |
| After 12 months of full-time service | \$15.68 | Utility Payroll Clerk | \$20.52 |
| After 18 months of full-time service | \$16.50 | Utility Repairman | \$23.20 |

APPENDIX F
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 14-171 4/3/2014

| Covered Benefits | Network | Non-Network |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------|
| Deductible (Single/Family) | None | \$300/\$600 |
| Out-of-Pocket Limit (Single/Family) | \$500/\$1,000 | \$1,000/\$2,000 |
| Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> 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 | | |

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

Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|
| 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 |

[Signature]
MAYOR

[Signature]
LAW DIRECTOR

[Signature]
FINANCE DIRECTOR

APPENDIX G
IOD/WORKERS' COMPENSATION PROVIDERS

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

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

IOD/WORKERS' COMPENSATION PROVIDERS

| 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 | Ophthamology | yes |
| Aey, John P., MD | 1075 W. Western Reserve Road | Poland | 330-746-7691 | Ophthamology | |
| 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 |
| Brockner, 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 | Ophthamology | yes |
| Erzurum, Sergul, MD | 1075 W. Western Reserve Road | Poland | 330-792-7691 | Ophthamology | |
| 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 |

IOD/WORKERS' COMPENSATION PROVIDERS

| | | | | | |
|-------------------------------|---------------------------------------|----------------|--------------|---------------------------------|---------------------------|
| 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, Leah 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 | |

IOD/WORKERS' COMPENSATION PROVIDERS

| | | | | |
|----------------------------|-----------------------------------------------------|--------------|--------------|-------------------------|
| 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 |

IOD/WORKERS' COMPENSATION PROVIDERS

| | | | | |
|--------------------------|------------------------------------|------------|--------------|-------------------------|
| 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 |
| Schricket, 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 H
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

Appendix H (Continued)

medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside City employment, shall not be tolerated.

2. All property belonging to the City is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desks, containers, files and storage lockers.
 3. Employees who have reasonable basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.
 4. Failure to comply with the intent or provisions of this section may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow the regulations prescribed in this section shall result in immediate relief from City duties pending disposition of any administrative personnel action.
- D. Policy - Drug Testing and Alcohol Testing

Pre-Employment Testing

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

Reasonable Suspicion Testing

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

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

Post-Accident Testing

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

Appendix H (Continued)

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

Random Testing

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

Return to Duty Testing and Follow-up Testing

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

Alcohol Testing Procedures

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

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

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

An employee testing 0.04 or above shall be removed from duty for no less than twenty-four (24) hours. If an employee testing 0.04 or above was driven to a testing site by a supervisor, the supervisor shall drive the employee home after testing or the employee may choose to contact a family member or other individual to drive him/her home. If the employee drove himself/herself, the employee will remain at the test site until a supervisor arrives to drive the employee home. The employee shall be responsible to make arrangements for his vehicle left at work or the testing site.

Appendix H (Continued)

Drug Testing Procedure

Drug testing shall be by urinalysis for the presence of metabolites of cannabinoids (marijuana), cocaine, opiates, amphetamines, methamphetamine, oxycodone (oxycotin), propoxyphene, benzodiazepines, barbiturates, methylenedioxymethyl amphetamine (Ecstasy), ~~and~~ phencyclidine;) (PCP), *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 |
| <i>Non-Prescribed Steroids/anabolic Steroids</i> | <u><i>200ng/ml</i></u> | <u><i>200ng/ml</i></u> |
| <i>Non-Prescribed Vicodin</i> | <i>N/A</i> | <i>N/A</i> |
| <i>Methadone</i> | <i>300 ng/ml</i> | <i>300 ng/ml</i> |
| <i>6-Acetylmorphine</i> | <i>10 ng/ml</i> | <i>10 ng/ml</i> |

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

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

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

Appendix H (Continued)

technician shall be of the same sex as the employee to be tested. The employee will provide photo ID.

A tamper-proof seal shall be used on the containers and they shall be labeled with the date and the employee's identifying number, and shall be initialed by the employee. The employee shall also be required to sign a certification on the custody and control form that the sample is his.

The laboratory shall report test results in a manner ensuring confidentiality to the employer's Medical Review Officer (MRO). The MRO shall report only that the test was positive or negative, and if positive, for which drugs. However, the MRO may reveal the quantitative test results to the employer, the employee or decision maker in a lawsuit, grievance, or by other proceedings initiated by or on behalf of the employee and arising from a verified positive drug test. The MRO will contact the employee directly, where possible, for a medical interview prior to verifying a test result as positive.

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

Refusal to Test

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

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

Required Evaluation and Treatment

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

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

The covered employee must be evaluated by a substance abuse professional (SAP) to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said

Appendix H (Continued)

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

Discipline

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

Costs

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

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

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, Deputy Law Director, Law Department, Fourth Floor, City Hall.

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

Appendix H (Continued)

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;
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.

Appendix H (Continued)

Pre-Employment Testing

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

Reasonable Suspicion Testing

Required if a supervisor or management person has reasonable suspicion to believe that a covered employee is under the influence of alcohol or drugs, using illegal drugs, or had a substance abuse problem. Employees to be tested under reasonable suspicion shall be driven to the test site by a supervisor and may be accompanied by a union representative upon request.

Post-Accident Testing

Will occur in three situations:

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

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

Appendix H (Continued)

employee's supervisor. Employees shall be reimbursed mileage for use of their own vehicle upon submission of a proper request.

Return to Duty Testing and Follow-Up Testing

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

Alcohol Testing Procedures

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

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

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

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.

Appendix H (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 prescribed by 49 CFR, Part 40. The date, time and purpose of handling or transfer and every individual in the chain of custody shall be identified and documented.

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

A tamper-proof seal shall be used on the containers and they shall be labeled with the date, employee's identifying number and shall be initialed by the employee. The employee shall also be required to sign a certification on the custody and control form that the sample is his/hers.

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

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

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

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.

Appendix H (Continued)

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

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

Discipline

The following discipline shall apply to violation of this policy.

Except where a specific labor contract provides otherwise, covered employees who have tested positive for the first time with no other disciplinable offenses, shall be subject to disciplinary action not to exceed thirty (30) days suspension for a first offense, so long as the employee enters and successfully completes the rehabilitation program recommended by a Substance Abuse Professional.

A covered employee who has not been certified by a SAP as having successfully complied with an education or treatment program and/or has not tested negative on a return to work test shall not return to safety-sensitive functions but may return to work at non safety-sensitive functions 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

Appendix H (Continued)

accrued paid vacation or personal leave, accrued paid sick or medical leave, or unpaid leave pursuant to the City of Youngstown's Family Medical Leave Act Policies and Procedures.

Post Accident Procedure

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

1. Notify a department supervisor immediately or, if you cannot, have safety or ambulance personnel notify your supervisor as soon as practicable.
2. Do not consume any alcohol for at least eight (8) hours after the accident.
3. If you do not require off-site medical treatment, BUT
 - Somebody died as a result of the accident, or
 - You are cited for a traffic violation and someone was taken from the scene for medical treatment, or
 - You are cited AND there was disabling damage to any vehicle which required towing.

YOU MUST:

- 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 H (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 H (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 H (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

MEMORANDUM OF UNDERSTANDING
PRINTING OF AGREEMENT

The City and the Union agree that the City will have the 2011-2014 agreement printed (one hundred [100] copies) and that the City and the Union will share the printing costs equally.

FOR THE EMPLOYER

Date Signed: _____

FOR THE UNION

MEMORANDUM OF UNDERSTANDING
CALL-OUT PROCEDURES

The City of Youngstown and AFSCME Local 2726 do hereby agree to the following:

1. The parties will meet in labor/management within thirty (30) days of execution of the 2014-2017 agreement for the purpose of developing mutually agreeable call-out procedures.
2. In the event that the parties are unable to reach a consensus on the procedures, within sixty (60) calendar days of the initial meeting, management shall have the ability to develop and implement call-out procedures which may include but not be limited to the following:

If an error in the administration of the call-out procedure is made by the Employer (e.g., the Employer mistakenly skips over and does not contact an employee who is next on the call-out list), the employee who was adversely affected will be contacted first for the next call-out opportunity.

Such procedures shall not violate any express provision of the collective bargaining agreement.

FOR THE EMPLOYER

Date Signed: _____

FOR THE UNION

MEMORANDUM OF UNDERSTANDING
UNION LEAVE

The President/designee of Local 2726 shall be authorized a cumulative total of up to five (5) days of union leave per year to attend Union meetings, conventions, and/or educational classes. There shall be no carry over of unused union leave from one year to another.

Requests for the use of Union leave are subject to approval based upon operational needs. Requests must be submitted at least fourteen (14) calendar days in advance of the dates being requested. The Union shall reimburse the City fifty percent (50%) of the individual's current rate of pay and fifty percent of the pension pick up for such leave usage. This reimbursement shall maintain the benefit levels of all individuals who use the leave in this manner.

MEMORANDUM OF UNDERSTANDING
LUMP SUM PAYMENT

The City of Youngstown, "Employer," and Local 2726 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, "Union," do hereby agree that effective not later than April 30, 2016, all bargaining unit employees shall receive a one time lump sum payment of four hundred dollars (\$400.00) in consideration of hazardous/safety sensitive matters. The parties acknowledge that this lump sum payment will be subject to pension deductions.

FOR THE EMPLOYER

FOR THE UNION

Date Signed: _____