AGREEMENT BETWEEN THE CITY OF WARREN, OHIO

and;

POLICIES AND PROCEDURES
(NON-BARGAINING PERSONNEL)

Effective January 1, 2026/Expires December 31, 2028

Substantial Contractual Changes:

Three (3) year agreement expires December 31, 2028

Pay Rates:

Effective January 1, 2026, the hourly rate shall increase by 3.5%.

Effective January 1, 2027, the hourly rate shall increase by 3.5%.

Effective January 1, 2028, the hourly rate shall increase by 3.0%.

EXHIBIT "A"

Draft No. #0736

Pages 1 to 37

POLICIES AND PROCEDURES

FOR

NON-BARGAINING PERSONNEL

Effective January 1, 2026

TABLE OF CONTENTS

	Page
ARTICLE 1 - SALARIED EMPLOYEES	3
ARTICLE 2- HOURLY EMPLOYEES	5
ARTICLE 3 - PAY VARIATIONS	7
ARTICLE 4 - HOURS OF WORK	11
ARTICLE 5 - OVERTIME	12
ARTICLE 6 - VACATIONS	13
ARTICLE 7 - HOLIDAYS	15
ARTICLE 8 - LONGEVITY	16
ARTICLE 9 - SEVERANCE PAY	17
ARTICLE 10 - SEPARATION AND TERMINATION PAY	19
ARTICLE 11 - SICK LEAVE	20
ARTICLE 12 - BENEFITS - AUTHORIZED LEAVES	22
ARTICLE 13 - SERVICE CONNECTED INJURY	26
ARTICLE 14 - LIFE INSURANCE	29
ARTICLE 15 - HEALTH CARE BENEFITS	30
ARTICLE 16 – DRUG AND ALCOHOL POLICY	31
ARTICLE 17 - PAYCHECK DISBURSEMENT	37

ARTICLE 1
SALARIED EMPLOYEES

	Prev. Rate/Mo. 01-01-26	Prev. Rate/Mo. 01-01-27	Prev. Rate/Mo. 01-01-28
Director of Public Service and Safety	Salary as set by Council	Salary as set by Council	Salary as set by Council
Fire Chief	8,866.64	9,176.97	9,452.28
Police Chief	8,866.64	9,176.97	9,452.28
Director of Service Operations	8,657.33	8,960.34	9,229.15
Director of Water Utility Operations	8,657.33	8,960.34	9,229.15
Director of Water Pollution Control	8,657.33	8,960.34	9,229.15
Director of Human Resources	8,304.04	8,594.68	8,852.52
*Clerk of Municipal Court	6,327.57	6,549.03	6,745.50
Court Administrative Supervisor	6,117.10	6,331.20	6,521.14
Deputy Health Commissioner	Salary as set by Board of Health	Salary as set by Board of Health	Salary as set by Board of Health
Personnel Supervisor	6,713.90	6,948.89	7,157.36
Tax Administrator	6,698.64	6,933.09	7,141.08
Equal Opportunity Coordinator	6,183.85	6,400.28	6,592.29
Chemist	6,183.85	6,400.28	6,592.29
Deputy Law Director	Salary as set by Council	Salary as set by Council	Salary as set by Council
Assistant Law Director (Civil)	Salary as set by Council	Salary as set by Council	Salary as set by Council
Assistant Law Director (Criminal)	Salary as set by Council	Salary as set by Council	Salary as set by Council
Deputy City Auditor	Salary as set by Council	Salary as set by Council	Salary as set by Council
Senior Accountant	4,878.03	5,048.76	5,200.22
Clerk of Council	Salary as set by Council	Salary as set by Council	Salary as set by Council
Deputy Clerk of Council	Salary as set by Council	Salary as set by Council	Salary as set by Council
Executive Secretary II	4,781.51	4,948.86	5,097.33

*The salary of the Clerk of Municipal Court shall be as set forth above, unless the revenue of the court for the preceding calendar year, as certified by the auditor of the City, is equal to or greater than the expenditures, including any debt charges, for the operation of the court, in which case the Clerk shall receive the annual compensation that the presiding judge of the court prescribes as set forth in Rev. Code Section 1901.31(C)(1). Also, the salary of the Clerk of Municipal Court shall be borne sixty percent (60%) by the City of Warren and forty percent (40%) by Trumbull County.

Civil Service	**Prev. Rate 01-01-26**	**Prev. Rate 01-01-27**	**Prev. Rate 01-01-28**
Civil Service Secretary (part-time)	1,223.32/qtr.	1,266.14/qtr.	1,304.12/qtr.
Civil Service Commissioner	587.21/qtr.	607.76/qtr.	625.99/qtr.

(No part-time or casual employee shall receive other compensation, pay, benefits, etc.)

Section 2: Because the salaried positions are evaluated on specific required job responsibilities and a job value relationship to each other, no salary position will be changed unless the job requirements are changed. Under those circumstances, the position description must be rewritten and approved by the Director of Public Service and Safety or the appropriate elected official.

Section 3: The Human Resources Department will be responsible to coordinate the function of revising any positions descriptions under the direction of either the Director of Public Service and Safety or the appropriate elected official.

Section 4: In consideration of the Federal Wage and Hour Law, all employees within the management group are exempt from receiving overtime.

ARTICLE 2

HOURLY EMPLOYEE

Administration	Prev. Rate/Hr. 01-01-26	Prev. Rate/Hr. 01-01-27	Prev. Rate/Hr. 01-01-28
Executive Secretary I	23.94	24.78	25.52

Finance Department			
Accountant II	25.93	26.84	27.65
Accountant I	24.37	25.22	25.98
Financial Secretary	23.94	24.78	25.52
Payroll Accountant	25.40	26.29	27.08

Board of Health			
Supervisor of Vital Statistics	*Salary as set by Board of Health	*Salary as set by Board of Health	*Salary as set by Board of Health
Supervisor of Public Health	*Salary as set by Board of Health	*Salary as set by Board of Health	*Salary as set by Board of Health
Assistant Code Inspector	*Salary as set by Board of Health	*Salary as set by Board of Health	*Salary as set by Board of Health
Casual Employee (for weed cutting and property clean-up)	*Salary as set by Board of Health	*Salary as set by Board of Health	*Salary as set by Board of Health

Human Resources			
Executive Secretary I	23.94	24.78	25.52

Water Pollution Department			
Industrial Pretreatment Coordinator	30.57	31.64	32.59
Laboratory Technician	27.97	28.95	29.82
Bio-Solids Sales Representative	24.96	25.83	26.60

Data Processing			
Data Processing Coordinator	30.27	31.33	32.27
Information Tech. Systems Tech.	25.47	26.36	27.15

Municipal Court			
Chief Bailiff	Salary to be established by the court	Salary to be established by the court	Salary to be established by the court
Deputy Bailiff	Salary to be established by the court	Salary to be established by the court	Salary to be established by the court
Magistrate/Court Administrator	Salary to be established by the court	Salary to be established by the court	Salary to be established by the court
Administrative Asst. (Small Claims)	Salary to be established by the court	Salary to be established by the court	Salary to be established by the court

Office of The Clerk of Courts	Prev. Rate 01-01-26	Prev. Rate 01-01-27	Prev. Rate 01-01-28
Chief Deputy Clerk	Salary established by the court	Salary established by the court	Salary established by the court
Deputy Clerk	Salary established by the court	Salary established by the court	Salary established by the court

Law			
Legislative Aide/ Projects and Contracts Coordinator (Civil)	28.71	29.71	30.60

Police			
Intelligence Analyst	31.05	32.14	33.10

Part-Time Employees	Minimum wage	Minimum wage	Minimum wage

(For miscellaneous office and maintenance work) (No part-time employee shall receive other compensation pay, benefits, etc.)

ARTICLE 3

PAY VARIATIONS

Section 1: TIER SYSTEM
Any full-time employee hired after May 1, 2011 shall be paid as follows:

1st Year Full-Time Appointment 75% of	2nd Year Full-Time Appointment 82.5% of	3rd Year Full-Time Appointment 90% of	4th Year Full-Time Appointment 95%

5th Year Full-Time Appointment 100% of Prevailing Rate

The Director of Public Service and Safety may appoint an experienced employee at a rate that is higher than seventy-five percent (75%) but only to aide in recruitment. Any employee shall receive the next higher percentage on their full-time appointment anniversary date each year until they reach the prevailing rate regardless of their classification.

Section 2: TEMPORARY PAY RATES

A. An employee temporarily assigned to an hourly classification (excluding work-ups to a Department Head) shall be paid the full hourly rate of the classification for which the employee is called upon to perform.

B. An hourly employee temporarily assigned to a salary classification, shall be paid his/her regular rate of pay plus fifty per cent (50%) of the difference between his/her regular rate of pay and the rate paid for the job which the employee is called upon to perform. This shall apply to vacancies of twenty-four (24) hours or more.

C. A salaried employee temporarily assigned to a salary classification, or an hourly employee temporarily assigned to an hourly classification (Department Head) shall be paid his/her regular rate of pay plus one-hundred per cent (100%) of the difference between his/her regular rate of pay and the rate paid for the job which the employee is called upon to perform. This shall apply to vacancies of twenty-four (24) hours or more.

This subsection shall apply only to specific cases; e.g., an illness of an employee or a vacation period of an employee, and should not be interpreted to mean that each employee in the affected department shall be raised to the next highest position in the department.

This subsection shall apply to vacancies only when certified in writing by the Department Head that the employee is wholly discharging any or all the duties as prescribed by the Department Head of the position to which the employee is temporarily elevated and such certification is approved by the Director of Public Service and Safety. This subsection shall apply to vacancies of twenty-four (24) work hours or more for employees who are temporarily assigned as a Department Head, except that a Police Captain working as the "Acting" Police Chief shall be paid for all hours worked.

In the event any employee is required to fill a position temporarily which bears a lesser pay scale, the employee shall be paid at his/her regular rate.

Section 3: CERTIFICATE/LICENSE COMPENSATION

A. In addition to their regular rate of pay in the Water and Waste Water Departments, an hourly employee who attains a Utility Plant Operator's Certificate as Water or Waste Water Distribution or Collection system Operator's Certificate, as issued by the Ohio State of Environment Protection Agency, shall receive additional compensation as follows:

Class I Certificate	$20.77 bi-weekly
Class II Certificate	$43.85 bi-weekly
Class III Certificate	$71.54 bi-weekly

B. The additional compensation for salaried employees shall be as follows:

Class I Certificate	$6.92 bi-weekly
Class II Certificate	$16.15 bi-weekly
Class III Certificate	$71.54 bi-weekly
Class IV Certificate	$80.77 bi-weekly

C. The compensation to be awarded for each class of certificate attained shall be a total additional compensation of eighty and 77/100 dollars ($80.77) per month as the maximum amount of additional compensation to be attained. The compensation provided to any individual employee shall be limited by the highest class attained by the employee in any single operation without regard to the number of classes attained in all operations for which certificates are issued.

Section 4: SHIFT DIFFERENTIAL

Employees in all departments who work the afternoon or midnight shifts shall receive, in additional to their regular pay, thirty-five cents (35¢) and forty cents (40¢) per hour, respectively, as additional compensation.

The differential payments shall be added to the total wages and shall not increase the hourly rate.

Section 5: HAZARDOUS PAY

An additional twenty cents (20¢) per hour for all hours worked shall be paid to all hourly employees in the water Pollution Control Department for exposure to harmful pathogenic bacteria and other harmful substances.

Section 6: MILEAGE REIMBURSEMENT:

The City shall pay for the authorized use of privately owned automobiles an amount equal to the per mile allowance being utilized by the Internal Revenue Service for business deduction purposes.

The City shall modify the mileage allowance, effective on the first day of the month following any modification of the allowance by the Internal Revenue Service.

Section 7: MEAL ALLOWANCE:

A meal allowance of one half (1/2) hour pay at straight time will be paid to employees who are required to work more than four (4) hours overtime after completion of a regular eight (8) hour shift only.

Section 8: TUITION ASSISTANCE PLAN:

The City shall provide a Tuition Assistance Plan, as set forth in a separate Executive Order, for salaried employees covered in Section I of this document.

Section 9: STUDENT TRAINING PROGRAMS:

Any student enrolled in the Cooperative Occupational Training Program in the Warren City Schools may be employed by the Director of Public Service and Safety in the Departments under his control as the need for said student trainees shall arise in the operation of said departments.

Each student trainee shall be paid the minimum required by law.

Section 10: PERSONAL RATE:

As a result of re-evaluation of existing job descriptions and classifications, a personal rate will be paid to those employees being paid an amount over and above the standard hourly wage rate of the job.

Any personal out-of-line differential shall be identified with the employee and the job occupied and shall apply only to such employee while on such job.

Personal rates shall be adjusted to the job class rate in the following manner:

An employee receiving a personal rate will receive fifty percent (50%) of any rate increase paid to the job occupied with the remaining fifty percent (50%) of the increase being applied to

reducing the out-of-line differential between the rate of the job and the personal rate. This process will continue until the rate of the job and the personal rate are equal.

Section 11: PENSION PICKUP: The City shall pay, on behalf of each employee, the entire employee's share of the PERS and P&FPF pension contribution to the State of Ohio in accordance with rules of the pension system as follows:

*This benefit shall only apply to the Board of Health employees upon approval of the Board of Health.

Section 12: STANDBY PAY:

Hourly employees who are assigned the standby responsibilities for call-out procedures who carry a cell phone/pager shall be paid an additional two (2) hours of pay at one and one-half (1-1/2) times their hourly rate. An employee who is off work for any reason for forty (40) consecutive hours or more during a pay week shall be ineligible for standby pay for that week.

Section 13: CALL-OUT PAY:

Hourly Employees called out to work (not scheduled ahead of time) shall be paid two (2) hours or the actual hours worked, whichever is greater, as overtime.

Section 14: HUMAN RESOURCES LEGAL COUNSEL:

In order to represent the City in legal proceedings involving matters of Bureau of Worker's Compensation appeals, Unemployment Compensation appeals, Arbitration proceedings, EEOC complaints, Unfair Labor Practices Complaints and other proceedings before the State Employment Relations Board and other employment related proceedings, one employee of the Human Resources Department who is duly admitted to practice law in the State of Ohio, in addition to his/her regular rate of pay, shall receive additional compensation of $300.00 biweekly. This additional compensation is limited to one employee provided that said employee is actively representing the City in the aforementioned legal proceedings.

ARTICLE 4

HOURS OF WORK

Section 1: NORMAL HOURS: The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to "consecutive hours of work" in the balance of this Section shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time.

Section 2: WORK WEEK: The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Department Work Rules.

Section 3: WORK PERIOD: For pay purposes, the work period shall consist of seven (7) days beginning the first shift on Sunday which begins at 11:00 p.m. Saturday.

Section 4: WORK DAY: Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift; however, under some circumstances these work hours may be changed by mutual agreement between the employee and their supervisor.

Section 5: LUNCH: All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Director of Public Service and Safety.

Section 6: REST PERIODS:

A. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

B. When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

Section 7: USE OF BENEFIT HOURS: Salaried employees shall only account for time off for absences of more than eight (8) hours. Time off for lesser periods shall be at the discretion of the salaried employees with prior notification to the Director of Public Service and Safety or elected official and not chargeable to benefit hours.

ARTICLE 5

OVERTIME

Section 1: All hourly employees shall be paid time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of forty (40) in one (1) work week.

Section 2: All hourly employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of eight (8) in one (1) work day.

Section 3: All hourly employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours they are required to work on holidays in addition to holiday pay.

Section 4: All paid holiday, vacation and sick leave hours shall be counted as hours worked for the purpose of computing overtime. (For example: If an employee regularly works Monday through Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time and one-half (1-1/2) for all hours worked on Saturday).

Section 5: Wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rate shall apply.

Section 6: Any and all overtime provided by this Section shall be paid or earned as compensatory time at the option of the employee. Each department shall establish limits as to the amount of time an employee may accumulate as compensatory time up to a maximum of two hundred forty (240) hours. All compensatory time must be awarded at the premium rate of time and one-half (1-l/2).

Section 7: The Police Chief may request in writing to convert full- or partial-time coming accounts to cash. The written request must be filed with the City Auditor no later than March 15 of the year preceding payment. Payment will then be made by March 15 of the following year.

ARTICLE 6

VACATIONS

Section 1: VACATION BENEFITS

Salaried employees shall be entitled to vacation under the following formula:

Length of Service	Vacation
After having completed 1 year of service	120 hours
After having completed 5 years of service	160 hours
After having completed 11 years of service	200 hours
After having completed 17 years of service	240 hours
After having completed 23 years of service	280 hours

Hourly employees shall be entitled to vacation under the following formula:

Length of Service	Vacation
After having completed 1 year of service	80 hours
After having completed 5 years of service	120 hours
After having completed 11 years of service	160 hours
After having completed 17 years of service	200 hours
After having completed 23 years of service	240 hours

Section 2: VACATION ACCUMULATION

Vacation time shall be accumulated on a bi-weekly basis and shall be made known to the employee via their payroll check stub per the following formula:

Salaried employees

Length of Service	Vacation
After having completed 1 year of service	4.615 hrs/pay period
After having completed 5 years of service	6.154 hrs/pay period
After having completed 11 years of service	7.692 hrs/pay period
After having completed 17 years of service	9.231 hrs/pay period
After having completed 23 years of service	10.769 hrs/pay period

Hourly employees

Length of Service	Vacation
After having completed 1 year of service	3.077 hrs/pay period
After having completed 5 years of service	4.615 hrs/pay period
After having completed 11 years of service	6.154 hrs/pay period
After having completed 17 years of service	7.692 hrs/pay period
After having completed 23 years of service	9.231 hrs/pay period

In accordance with this language, the date after an employee has completed either five (5), eleven (11), seventeen (17) or twenty-three (23) years of credited vacation service, the employee will receive an additional forty (40) hours of vacation credit which is to be reflected immediately in the individual employee's accumulative vacation credit hours.

Section 3: VACATION REQUIREMENTS: Each vacation period shall commence on any day of the work week subject to the approval of the Department Head. Unused vacation time must be used within a period of three (3) years therefore the maximum hours an employee shall be permitted to carry past December 31 of any calendar year is as follows:

Salaried employees

Length of Service	Maximum Vacation Accumulation
After having completed 3-4 years of service	360 hours
After having completed 5 years of service	400 hours
After having completed 6 years of service	440 hours
After having completed 7 years of service	480 hours
After having completed 11 years of service	520 hours
After having completed 12 years of service	560 hours
After having completed 13 years of service	600 hours
After having completed 17 years of service	640 hours
After having completed 18 years of service	680 hours
After having completed 19 years of service	720 hours
After having completed 23 years of service	760 hours
After having completed 24 years of service	800 hours
After having completed 25 years of service	840 hours

Hourly employees

Length of Service	Maximum Vacation Accumulation
After having completed 3-4 years of service	240 hours
After having completed 5 years of service	280 hours
After having completed 6 years of service	320 hours
After having completed 7 years of service	360 hours
After having completed 11 years of service	400 hours
After having completed 12 years of service	440 hours
After having completed 13 years of service	480 hours
After having completed 17 years of service	520 hours
After having completed 18 years of service	560 hours
After having completed 19 years of service	600 hours
After having completed 23 years of service	640 hours
After having completed 24 years of service	680 hours
After having completed 25 years of service	720 hours

Section 4: Any employee hired by the City shall only receive vacation service credit for actual time as a City of Warren, Ohio employee, except that salaried employees may, at the discretion of the appointing authority, be given credit for prior public service for vacation purposes.

ARTICLE 7

HOLIDAYS

Section 1: The following days shall be holidays with pay for all regular employees in the Municipal service:

January 1	The second Monday of October
The third Monday of January	November 11
The third Monday of February	The fourth Thursday in November
The last Monday in May	The day after Thanksgiving
July 4	December 24
June 19 (Juneteenth)	December 25
The first Monday of September	

Employees shall not be entitled to holiday pay unless they have worked the day preceding and the day succeeding each holiday, unless not scheduled for work on that day or otherwise properly excused from work. In the event that an employee's absence is due to illness and sick leave is used for the day preceding or the day succeeding the holiday, the appointing authority shall require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave in order for the employee to be paid for the holiday. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave.

When one of the holidays enumerated specifically by date above falls on a Sunday, the next following Monday shall be observed as a holiday.

When one of the holidays enumerated specifically by date above falls on a Saturday, observance shall be on the preceding Friday.

Employees who are required to work on a holiday shall be paid for such work at the rate of time and one-half (1-1/2) the employee's normal hourly rate in addition to regular pay or granted compensatory time off by the Department Head, after approval by the Director of Public Service and Safety, within thirty (30) days.

Holidays occurring during sick leave or vacation shall not be counted as a day of sick leave or vacation.

Days off shall run consecutively or individually so as not to interfere with the operation of the departments, as determined by the appropriate official of the department.

Section 2: PERSONAL DAYS: Employees shall be granted four (4) additional working days off each year in addition to the holidays enumerated herein. Such days shall be approved by the respective Department Head and/or the Director of Public Service and Safety or the Mayor prior to the employee using them for the personal holiday. These days shall be taken in the year given and the employee shall not be paid for days not taken. These days shall be called Personal Days.

For their first calendar year employment, employees hired January 1 thru June 30 will be permitted to take two (2) scheduled work days off. Employees hired July 1 thru December 31 will be permitted to take one (1) scheduled work day off.

ARTICLE 8

LONGEVITY

Full-time employees shall be paid longevity, effective January 1, 2011, on the basis of the following formula:

Salaried employees

First five (5) full years of service with the City of Warren - none.

After five (5) full years of service -
$3.69 per bi-weekly pay for each full year of service.

Hourly employees

First five (5) full years of service with the City of Warren – none.

After five (5) full years of service-
$3.00 per bi-weekly pay for each full year of service.

Longevity shall begin on the first pay next succeeding the employee's anniversary date of employment.

Any municipal service, part-time or seasonal in nature, shall not count for longevity purposes.

For purposes of longevity pay, or any other City benefit not otherwise covered by State Law, an employee shall not be permitted to use prior governmental service time.

Continued longevity shall not be available to a person who terminates employment or is terminated by the City and later returns to City employment. An employee will be eligible for appropriate longevity credit in accordance with the amount of continuous full-time service with the City.

ARTICLE 9

SEVERANCE PAY

I. Severance pay shall be paid to any employee who retires (for purposes of this Article, "retirement" means disability retirement or service retirement under an applicable State public retirement system which immediately entitles the retiree to benefits under such system) under the following formula:

A. Any employee, may elect, at the time of his/her retirement from active service with the City to receive severance pay. Any such severance pay shall be paid in accordance with the following schedule.

1. If an employee has been in active service with the City for at least five (5) years but less than ten (10) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for two hundred forty (240) hours accumulated, unused sick leave, whichever is less.

2. If an employee has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/hers actual accumulated, unused sick leave or for four hundred eighty (480) hours accumulated, unused sick leave, whichever is less.

3. If an employee has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for seven hundred twenty (720) hours accumulated, unused sick leave, whichever is less.

4. If an employee has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.

B. Any employee who dies while in active service with the City and whose death Immediately gives rise to death benefits under an applicable State retirement system shall be entitled to severance pay upon his/her death. This severance pay shall be paid to the designated beneficiary of the employee. If there is no valid written designation of beneficiary, or if the designation is for any reason ineffective, the payment shall be made to the surviving spouse, parents, children or member's estate.

C. For purposes of this Article, the years of service set forth in the Article for an employee who either dies or takes disability retirement shall be computed by determining the number of possible years of service available to such employee between the date of death or disability and the earliest date of retirement that is permitted under the applicable State retirement system.

D. If an employee receives severance pay by reason of a disability retirement herein, and subsequently returns to the employ of the City, he/she shall be barred from

another severance payment upon his/her retirement, death or subsequent disability, unless he/she at his/her option shall have the right to pay back the severance that he/she received and shall be fully re-instated to full rights and benefits.

E. Severance pay shall be paid on the hourly rate of the employee at the time of their entitlement for such pay. The hourly rate for severance pay shall increase if the member receives any other regular payments such as longevity, shift differential and certification fees. The amount to be added to the hourly rate shall be computed by dividing the amounts paid to the member during the final full month of employment by one hundred seventy-three and thirty-four hundreds (173.34) hours.

F. Employees who are eligible for severance pay pursuant to the Article will receive their severance pay benefits within thirty (30) days of the time they terminate their employment with the City unless a mutual agreement has been reached to pay at a later date.

G. Severance pay shall include up to the maximum allowed accumulated vacation except as reduced in H.

H. Benefit Conversion: In compliance with Ohio Revised Code Section 145.01 (R)(1)(b) and the rules promulgated thereunder, as part of a uniform conversion plan, employees with PERS credit time or PFDPF credit time may request to convert to paid wages the vacation and sick leave hours they accumulated each year in accordance with an approved plan submitted annually by the Auditor and approved by PERS. The payment for these accumulated hours shall be made on the first pay of January of the following year except that the final payment may be made on a person's final pay. The hours shall be paid at the employees prevailing rate of pay at the time of payment. All hours converted under this section shall be deducted from the maximum allowed severance.

ARTICLE 10

SEPARATION AND TERMINATION PAY

An employee who is separated or terminated from the City shall be entitled to all time coming and any lawfully accumulated vacation time at their prevailing rate of pay.

ARTICLE 11

SICK LEAVE

Section 1: SICK LEAVE CREDIT: Each full-time employee shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Section 2: SICK LEAVE APPROVAL: The Department Head, in conjunction with the Human Resources Department, has the authority to approve the use of sick leave.

Section 3: SICK LEAVE PROCEDURE:

A. An employee may request to use sick leave under the following circumstances:

1. In case of their own illness, pregnancy, miscarriage, abortion, injury, exposure to contagious disease and recovery therefrom. Sick leave benefits shall be subject to a physician's statement indicating the need to begin a maternity leave. Also, an additional statement shall be required indicating the employee's ability to return to the former position within a period normally not to exceed six (6) weeks from the date of the child's birth. Sick leave benefits shall be for a maximum of six (6) months for any one (1) pregnancy.

2. For attendance upon members of their immediate family whose illness or injury requires the care of the employee.

3. For medical, dental, or optical examination or treatment of an employee or a member of their immediate family.

B. Sick leave accruals with pay shall be charged against each employee in one (1) hour increments.

C. The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to their credit upon reemployment in the public service provided they have not received compensation for unused sick leave at the time they separated and the reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

D. The City shall continue to notify all employees of their accumulated sick leave credits with every pay check.

E. The Director of Public Service and Safety or his designated representative may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 4: BEREAVEMENT LEAVE: In the event of a death in the employee's immediate family, (spouse, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law), the employee shall be granted no up to five (5) consecutive days of bereavement leave and must include the day of the funeral. Such leave shall be paid, but not deducted from the employee's accumulated sick leave. Additional time may be approved by the Director of Public Service and Safety or his/her designee for special circumstances and emergencies. Any additional time shall, with the agreement of the employer and the employee, be charged to the employee's accumulated sick leave or vacation leave.

Two (2) days of accumulated sick leave may be used when the death is of a more remote relative.

Section 5: SICK LEAVE - UNPAID: After an employee has exhausted his sick leave with pay, he may be granted, with approval of the Department Head and Director of Public Service and Safety or his designee, a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury, supported by medical evidence satisfactory to the Department Head and the Director of Public Service and Safety or his designee. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with approval of the Department Head and the Director of Public Service and Safety or his designee.

Section 6: ABUSE OF SICK LEAVE: The City maintains the right to control employee attendance and absenteeism. In the event that an employee uses an excessive amount of sick leave which cannot be justified, the following conditions will apply:

A. Documentation. The Director of Public Service and Safety or his designee may require a signed medical certificate from a licensed physician in all of the following instances:

1. From any employee who has shown a pattern of abuse. "Pattern of abuse" consists of absence while on sick leave evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days and/or consistent regular usage or a method of usage of available sick leave.

2. From any member of the bargaining unit who has completed their new hire probationary period that has less than a forty (40) hours balance of accumulated sick leave, unless the member has gone below forty (40) hours because of an FMLA qualifying event.

3. From any employee who uses more than three (3) consecutive days of sick leave.

The medical certificate must state that the employee cannot work and the expected return date.

B. Corrective action/discipline. Employees suspected of abuse of sick leave shall be subject to counseling by their Department Head. Further abuse shall result in progressive discipline. Falsification of either the written, signed statement to justify the use of sick leave of the medical certificate from a licensed physician shall be grounds for disciplinary action, up to and including discharge.

ARTICLE 12

BENEFITS - AUTHORIZED LEAVES

Section 1: PERSONAL LEAVE: An employee may be granted a leave of absence without pay for any reason except to seek employment elsewhere, for a period not to exceed ninety (90) calendar days, with the approval of the Department Head and the Director of Public Service and Safety.

Section 2: EDUCATION LEAVE: An employee may be granted a leave of absence without pay for purposes of pursuing legitimate educational activities which directly relate to his job with the City, with approval of the Department Head and the Director of Public Service and Safety or his designee. Such leave shall be for no more than one (1) year.

Section 3: JURY DUTY AND WITNESS LEAVE: An employee called for jury duty or subpoenaed as a witness in a legal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his regular pay and jury duty pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

1. His call to jury duty or witness duty.

2. The amount received as jury or witness fee.

Section 4: MILITARY LEAVE

A. Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

B. As used in this section "service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923, of Revised Code. "Service in the uniformed services" includes also the period of time for which an employee is absent for the purpose of an examination to determine the fitness of the employee to perform any duty described in this division. "Month" means twenty-two eight-hour work days or one hundred seventy-six hours, within one calendar year.

C. Except as otherwise provided in division (D) of this section, any employee who is entitled to the leave provided under division (A) of this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to section 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each

monthly pay period of that leave of absence, the employee shall lose the appropriate benefits (e.g. vacations) the lesser of the following:

1. The difference between the employees' gross wages and the sum of the employees gross uniformed pay and allowance received that month;

2. Five hundred dollars ($500.00)

D. No employee shall receive payments under division (B) of this section if the sum of the employees gross uniformed pay and allowances received in a pay period exceeds the employees gross wage for that period or if the employee is receiving pay under division (A) of this section.

E. Each employee who is entitled to leave provided under division (A) or (B) of this section shall submit to the Director of Public Service and Safety the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with that leave.

Section 5: FAMILY AND MEDICAL LEAVE

Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve-month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

An employee shall be granted a leave of absence for up to twelve (12) workweeks for one of the following reasons:

1. for the birth of or placement of a child for adoption or foster care; or

2. to care for an immediate family member (spouse, child, parent or parent-in-law) with a serious health condition; or

3. to take medical leave when the employee is unable to work because of a serious health condition.

Family and medical leave shall be limited as follows:

1. To the twelve (12) month period starting from the birth or placement of a child or the first day of need due to a serious health condition.

2. To a combined total of twelve (12) workweeks if both spouses are employed by the City for the birth or placement of a child for adoption or foster care.

3. The leave must be taken in consecutive eight (8) hour work days except where it has been determined by a health care provider that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced workweek. The employee must provide second and third medical opinions and periodic recertification to determine that it is "medically necessary" when the City requires such at the City's expense.

Intermittent or reduced workweek family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member.

Intermittent or reduced workweek family and medical leaves will not be granted for birth or because of placement for adoption or foster care of a child.

During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

4. All family and medical leave shall be unpaid. There is no requirement to exhaust paid leave benefits to be granted Family and Medical Leave.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;

2. Any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three (3) calendar days and for prenatal care.

Health care providers include:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,

2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice under State law; or,

3. nurse practitioners and nurse mid-wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,

4. Christian science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the City of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is use up.

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need if foreseeable;

2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;

4. Periodic reports during family and medical leave on the employee's status and intent to return to work; and,

5. A "fitness-for-duty" certification to return to work.

Section 6: GENERAL LEAVE PROVISIONS:

1. All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing on forms to be provided by the Personnel Department and with approval of the Department Head and the Director of Public Service and Safety or his designee.

2. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City and by and through approval of the Department Head and the Director of Public Service and Safety or his designee.

3. When an employee returns to work after any leave of absence, he will be assigned to the classification which he formerly occupied.

ARTICLE 13

SERVICE-CONNECTED INJURY

Section 1: REPORTING PROCEDURE: In the event of an injury while in the active discharge of duty, the employee shall be required to complete the following:

1. An "INJURY REPORT" within forty-eight (48) hours of the time of injury.

2. If time is lost, a "WORKERS' COMPENSATION CLAIM FORM", within three (3) working days of the date and time of the inception of the lost time. When filing a claim, it shall be stated that the employee has received their wages for the lost time period for a maximum of fifty-two (52) weeks.

3. If time is lost, an "AGREEMENT TO REIMBURSE" within three (3) working days of the date of lost time.

To be entitled to any Workers' Compensation Wage Benefits from the City as in Section 2, the employee must have the forms completed and submitted to the Department Head within the outlined time limits. If extenuating circumstances arise because of an incapacitating injury, the injured employee's Department Head shall make every effort to have the forms submitted timely and if unable to do so the time limits may be extended. Failure to have the forms timely filed shall relieve the City from paying any Workers' Compensation Wage Benefits to the employee for such injury. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

Section 2: PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT: In the event of an injury while in the active discharge of duty and after completing the forms, the employee shall be paid Workers' Compensation Wage Benefits form the City instead of Temporary Total Benefits from the Bureau of Workers' compensation as follows:

1. For the lost time in which medical certification has been submitted stating the need for the employee to be off work and the period of time the employee shall remain off work.

2. For the lost time up to fifty-two (52) weeks, the total wages the employee will receive shall be their gross pay less their normal federal, state and city income taxes. This pay shall be non-taxable. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.

3. For the lost time exceeding fifty-two (52) weeks, the employee shall be placed on Workers' Compensation leave of absence and be entitled to temporary total benefits from the Bureau of Workers' Compensation.

4. During the lost time due to injury for which the employee is receiving pay from the City, the employee shall not suffer any loss of fringe benefits or compensation under the terms and conditions of this Contract. For this period of time, the City will also continue to make the deductions (excluding taxes) from the employee's pay which were made prior to the injury.

Section 3: BUREAU DETERMINATION PROCEDURE: Any employee who is paid as specified in Section 2., shall abide by the following procedure:

1. If the Bureau of Workers' Compensation allows the claim, the wages paid for such claim shall be approved.

2. If the Bureau of Workers' Compensation disallows the claim, the wages paid for the lost time period shall be recovered from the employee in such order as follows:

    1) Reduction of Sick Leave Balance
    2) Reduction of Vacation Balance
    3) Payroll Deduction

3. If the Bureau of Workers' Compensation later allows the claim, through appeal, that was initially disallowed, the employee shall be entitled to receive Workers' Compensation Wage Benefits form the City for such lost time period. All processes will then be handled retroactively as if the employee had a claim that was initially allowed.

Section 4: CITY'S SHARE OF PENSION: The City shall pay the employer's share of pension payments for the time lost while the employee is receiving pay from the City to assure that such time is credited as service time.

Section 5: LIGHT DUTY: The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties.

AGREEMENT TO REIMBURSE

The purpose of this agreement is to ensure that any Workers' Compensation Wage Benefit paid by the city in advance of a claim determination by the Ohio Bureau of Workers' Compensation are automatically repayable to the City if the claim is disallowed by the Bureau.

I, _____, hereby agree to reimburse the City of Warren for any amounts which I may receive per the provisions of the Workers' Compensation Wage Benefits as set forth in the Labor Contract and which commenced on _____ and to which I would not be entitled in the event that the Ohio Bureau of Workers' Compensation disallows the claim.

Under such circumstances, repayment of the monies received will be made in the following manner:

1. Reduction of sick leave credit hours.
2. Reduction of vacation credit hours.

If sufficient sick leave and vacation credit hours do not exist to fully recover the paid Workers' Compensation Wage Benefits, I hereby authorize the City of Warren to deduct a reasonable amount no to exceed fifty dollar ($50.00) per pay from my earnings until the required amount is fully reimbursed.

_____
Employee's Signature

_____
Social Security No.

_____
Date

Accepted for the City of Warren

By: _____

Title: _____

Date: _____

ARTICLE 14

LIFE INSURANCE*

Life insurance benefits shall be as follows:

Annual Compensation	Life Insurance	Accidental Death and Dismemberment Insurance
$ 5,000 and less than $7,500	$12,000	$12,000
$7,500 and less than $10,000	$16,000	$16,000
$10,000 and over	$20,000	$20,000

Note: Include only basic earnings (not overtime, bonuses, etc.) in computing your compensation.

*This benefit shall only apply to the Board of Health employees upon approval of the Board of Health.

ARTICLE 15
HEALTH CARE BENEFITS*

The cost of health care benefits shall be paid by the City, except as follows:

1. No coverage shall apply until a new employee has completed thirty (30) calendar days of service.

2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave).

3. No coverage shall apply immediately after separation or termination.

Benefits shall be as provided by the Health Care provider's summary of benefits and as follows: Benefits shall be as outlined in the Insurance Company's summary of benefits and as follows:

1). Dental Benefits: Dental Cap is $2,000

2). Vision Benefits: As outlined in the Health Care Provider's Summary of Benefits.

Benefits shall continue to be provided by such method and through such carriers, if any, as the City in its sole discretion shall determine. Any contracts entered into by the City with respect to the existing benefits and the changes made herein shall be consistent with this Article.

Option 1 (Offered to employees hired prior to January 1, 2011 only):

During the first year of this Agreement, Employees shall contribute thirteen percent (13%) of the total monthly premium as determined by the insurance carrier's actuary for medical, hospitalization, prescription and dental coverage, but during the term of this agreement, employee's contribution shall not exceed $140.00 per month for single coverage and $215.00 per month for family coverage.

Option 2 (Offered to members hired prior to January 1, 2011 and MANDATED for members hired after January 1, 2011):

Employees shall have the choice to select Option 2 as provided by the Health Care provider's summary of benefits for Option 2. Employees who elect Option 2 shall not pay a premium contribution. Employees electing Option 2 shall do so no later than thirty (30) calendar days after the effective date of this agreement and thereafter may elect Option 2 during open enrollment of each year. Eligible employees who make no election shall be covered under Option 1.

Prescription Drug Coverage remains as Essential Formulary.

Level of benefits shall remain the same as in 2022 for both Option 1 and Option 2.

ARTICLE 16

DRUG AND ALCOHOL TESTING

I. PURPOSE:

To develop a clear policy and procedure for a safe, secure and healthful work environment which involves representatives of all departments of the City with Union employees in shaping the alcohol and drug policy to assure a DRUG FREE WORKPLACE, and

To address the issue of the trend and perception of increased substance abuse by City employees, and

To assure that the policy is (1) formulated in accordance with workplace needs, (2) implemented in conjunction with the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program and the Union Contract, and (3) employs systematic, reliable, and confidential methods.

II. POLICY:

The following provisions are being established to ensure and maintain that the City of Warren's Union employees remain free from drug and alcohol abuse:

I. Provide for reasonable suspicion alcohol and drug testing for Union employees.

II. The procedure shall mirror that required by the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program.

III. DEFINITIONS:

The following definitions apply to this established program:

A. ALCOHOL BREATHALYZER TEST – A breath test used to measure blood alcohol level in accordance with Ohio Revised Code § 4511.19.

B. DRUG SCREENING TESTS (Forensic Urine Drug Screen – 4) – A urinalysis test administered under approved conditions and procedures to detect any of the following: Amphetamines\Methamphetamines, Barbiturates (Phenobarbital, Secobarbital, Bupalbital), Benzodiazepines (Valium, Serax, Librium), cannabinoids (Marihuana), Cocaine Metabolities (Benzoylecgonine, Ecgonine), Methadone (Dolophine), Opiates (Morphine, Codeine, Hydrocodone), Phencyclidine (PCP), Propoxyphene (Darvon).

C. EMPLOYEE(S) – All Union employees.

D. POSITIVE TEST –When (1) a drug screening test indicates the presence of a controlled substance, (2) an alcohol breathalyzer test indicates a blood alcohol level of .08 or greater, (3) an employee refuses to submit to a drug and alcohol test, (4) an

employee engages in any conduct that clearly obstructs the testing process or (5) an employee adulterates the urine sample.

E. REASONABLE SUSPICION - An apparent state of facts, circumstances or information, which exists from an inquiry by a supervisor trained in the detection of alcohol and drug use, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of using drugs and/or alcohol. **Reasonable suspicion shall include any on the job injury requiring medical treatment, or a vehicular accident involving substantial damage exceeding five hundred dollars ($500.00).**

F. Positive-Dilute Result- A result whereby the employee is exceptionally hydrated at the time of the test and the urine and everything in it contains was diluted. There is still a sufficient amount of drug in the urine to produce a positive result. A positive dilute result is the same as a **POSITIVE** result.

G. Negative-Dilute Result-A result whereby the employee is exceptionally hydrated. If the test results come back a negative dilute result, the employee shall immediately submit to a second test the results of which shall be deemed conclusive.

IV. PROCEDURE:

A. DRUG SCREENING OR ALCOHOL TESTING RESULTING FROM REASONABLE SUSPICION INCLUDING POST INJURY/ACCIDENT

1. Drug Screening

a. The Director or his/her designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or the public.

b. A urine specimen will be acquired in accordance with established procedures. An accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

2. Alcohol Breathalyzer Test:

c. The Director or his/her designee shall order an alcohol breathalyzer test immediately when there is reasonable suspicion that any employee is under the influence of alcohol and that this use may present a risk to their safety and that of fellow employees or the public.

d. A certified provider, in accordance with established procedures, will administer the alcohol breathalyzer test.

B. EMPLOYEE RESPONSIBILITY:

1. All employees shall abide by the terms of this policy.

2. All employees shall immediately notify the Director if involved in any on the job injury that requires medical treatment.

3. All employees shall immediately notify the Director if they are involved in any vehicular accident creating substantial property damage exceeding five hundred dollars ($500.00).

4. After notifying the Director, the employee will be directed to report to the appropriate site(s), as determined by the City, for a drug and alcohol test. The Director will assign a designated driver to transport the employee to the appropriate testing site(s). Depending on the time of injury or accident, an employee may be required to go to multiple sites to receive the required testing.

5. All employees shall notify the Director immediately if a drug or alcohol test is not administered for any reason at any of the testing site(s).

6. All employees shall take an Injury/Accident Drug and Alcohol Test Verification Form to the testing site(s) for completion and return form to their supervisor.

7. Once an employee has been ordered to perform a drug and/or alcohol test they shall refrain from ingesting any water or other fluids (unless directed by the testing facility) mouthwash, breath mints or any other substance that may alter the test results.

C. SUPERVISOR'S RESPONSIBILITY:

1. All supervisors shall abide by the terms of this policy.

2. All supervisors shall be aware of the proper testing sites, as determined by the City that are available for employees to receive the mandatory drug and alcohol tests.

3. If necessary, supervisors will make a dollar assessment of any property damage if an employee is involved in a vehicular accident. If a supervisor is uncertain of the dollar amount of property damage, they must seek a monetary estimate as soon as possible to validate if property damage is in excess of five hundred dollars ($500.00), which would mandate an employee to receive a drug and alcohol test.

4. All supervisors shall immediately order an employee to report to the appropriate testing site(s) if an employee is injured and seeks medical treatment or if an employee is involved in a vehicular accident creating substantial damage exceeding five hundred ($500.00). Supervisors shall assign a designated driver excepting a member of Local 2501 to transport the employee.

5. All supervisors shall ensure that employees have an Injury/Accident Drug and Alcohol Test Verification Form to take to the testing site(s) if an employee is injured and requires medical treatment or if an employee is involved in a vehicular accident involving substantial damage exceeding five hundred dollars ($500.00).

6. If a supervisor detects that an employee is under the influence of drugs and/or alcohol, he or she shall complete a signed written record of the observations leading to a controlled substance reasonable suspicion test within twenty-four (24) hours of the observed behavior, or before the results of the controlled substances test are released, whichever is earlier.

7. Once a drug/alcohol test has been ordered, the Supervisor or his/her designee shall at all times monitor the employee to ensure that the employee refrains from ingesting any water or other fluids (unless directed by the testing facility) mouthwash, breath mints or any other substance that may alter the test results.

V. ACTION TO BE TAKEN:

A. Employees who have a "positive test" shall be subject to disciplinary action up to and including discharge.

VI. ATTACHMENT:

A. Notice of Drug and Alcohol Testing Due to Injury/Accident
B. Injury/Accident Drug and Alcohol Test Verification Form

ATTACHMENT A

TO:

Ref: **NOTICE OF DRUG AND ALCOHOL TESTING DUE TO INJURY/ACCIDENT**

Be advised,

You are required to obtain both a drug screen and alcohol breathalyzer test.

You shall immediately report to the following location(s) for the required tests as soon as possible.

[Circle the tests for the facility(is) utilized]

Mercy Health-St. Joseph Warren -E. R
667 Eastland Avenue, S.E.
(330) 841-4000
Hours: **Open 24 Hours**
Testing Available: **Drug Only Testing**

TMMG Urgent Care
2630 Elm Road, Cortland, Ohio 44410
(330) 841-3000
Hours: **9:00 a.m. to 8:30 p.m.**
Testing Available: **Drug and Alcohol Testing**

Warren Police Department
141 South Street, Warren, Ohio 44483
(330) 841-2512
Hours: **Open 24 Hours**
Testing Available: **Alcohol Testing Only**

Hometown Urgent Care
1997 Niles Cortland Rd SE
330.505.9400
Hours-**9am-7pm Mon.-Fri.**
Sat.-Sun. 9am-5pm
Testing Available-**Drug and Alcohol**

Mercy Health Warren Occupational Health
1950 Niles Cortland Rd, Suite 2
(330) 306-5030
Hours: **8 a.m. to 4:30 p.m. (Closed 12-1 lunch)**
Testing Available: **Drug and Alcohol**

Trumbull Memorial Hospital-E. R
Steward Health
1350 East Market Street, Warren, Ohio 44483
(330) 841-9011
Hours**: Open 24 Hours**
Testing Available: **Drug Testing Only**

Ohio State Patrol Barracks (as coordinated through
Warren Burton Road
Southington, Ohio
Hours: **Open 24 Hours**
Testing Available: **Alcohol Testing Only**

_____ _____ _____
Supervisor's Signature Date Time

ATTACHMENT B

INJURY/ACCIDENT DRUG AND ALCOHOL TEST VERIFICATION FORM

Mercy Health-St. Joseph Health Center-E.R.
Mercy Health Warren Occupational Health
TMMG – Steward Health,
Trumbull Memorial Hospital-E. R
Warren Police Department
Ohio State Patrol Barracks

[Circle the facility conducting the test(s)]

_____ is required to obtain a drug screen and/or
NAME

breathalyzer test **[circle the test(s) that apply]** from your facility.

Please complete the following as they apply:

Drug Test sample collected yes ☐ no ☐ Date_____ Time _____

Sample collected by _____

Alcohol Test administered yes ☐ no ☐ Date_____ Time _____

Sample collected by _____

If the test could not be completed, please explain why?_____

_____

_____

_____
Signature

***This form is to be returned by the employee to his/her supervisor.**

ARTICLE 17 - PAY CHECK DISBURSEMENT

Employees shall receive their pay on a biweekly basis through direct deposit. The City will make its best efforts to insure that payroll deposits are made no later than 12:01 a.m. on each Friday of a pay week. Any fees assessed to the employee(s) checking account resulting from failure of the City to deposit the employee(s) pay by the close of business on pay day Friday shall be paid by the City.

The City will no longer issue paper stubs but will provide a portal access to all employees via the City's website to give the employees access to their records of payroll that were automatically deposited, track sick leave and vacation accruals.