



**SALEM, OHIO SALEM UTILITY WORKERS
COLLECTIVE BARGAINING AGREEMENT**

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Agreement Between

CITY OF SALEM, OHIO

AND

LOCAL #560

UTILITY WORKERS UNION OF AMERICA, AFL-CIO

CONTRACT DURATION: July 01, 2017 through June 30, 2020

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ARTICLE I PURPOSE

- A. This Agreement is entered into this _____ day of _____, 2017 by and between the City of Salem, Ohio, hereinafter designated as “Management/City/Employer,” and Local 560 of the Utility Workers Union of America, AFL-CIO, located in Salem Ohio, and hereinafter designated as the “Union”. [Ordinance No. 111004-55 }
- B. This Agreement is made for the purpose of promoting harmonious relations between the City and those city employees represented by the Union.

ARTICLE II RECOGNITION

- A. Local 560 of the Utility Workers Union of America, AFL-CIO, is hereby recognized as the sole and exclusive bargaining representative for all City of Salem Utilities Department bargaining employees, which includes all employees of the Utilities Office, Water Treatment Plant, Wastewater Treatment Plant, and Water Distribution and Wastewater Collection Divisions, with respect to wages, hours, or terms and other conditions of employment.
- B. Management and the Union agree to enter into good faith negotiations as required by O.R.C. § 4117. Both parties agree that the Union shall have the right to appoint or elect representatives from its membership, and that such representatives shall be authorized and recognized by Management to represent the Union. The names of employees so elected, who may represent the Union, shall be certified, in writing, to the City Administration.
- C. The bargaining agent shall have the right to hold meetings and conduct elections on City property during work hours. Representatives of the Union shall have the right to attend said meetings.

ARTICLE III SEPARABILITY

- A. If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and/or the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered. The remainder of this Agreement shall remain in full force and effect of the term of the Agreement.

ARTICLE IV EMPLOYEES' RIGHTS / EMPLOYER'S RIGHTS

A. Employees' Rights

1. It is agreed that any employee within the bargaining unit has the right to join the Union for mutual aid protection and to bargain collectively. In addition to the right to join and participate in the Union, the Employer recognizes the member's right to Union representation in accordance with this Agreement.
2. Seniority shall be established as of the employee's original date of employment with the City of Salem Utilities Department and shall be the total length of his/her continuous service after that date. Seniority shall be used for: a) the purpose of determining layoff and recall rights; b) the purpose for determining promotions (when qualified); c) for any other purpose(s) as expressly stated in this Agreement.
3. Seniority is not to be confused with "continuous service with the City of Salem". Continuous service with the City shall be defined as the uninterrupted service of an employee from his/her original date of employment with the City of Salem, to include and taking into account any consecutive interdepartmental transfers and appointments. Continuous service with the City shall be used for determining longevity and vacation entitlement, or any other purpose(s) as expressly stated in this Agreement. An employee laid-off by the city and being recalled, or an employee granted a valid leave of absence for a period of up to six (6) months and returning from said leave, shall not be considered to have broken continuous service.
4. If it becomes necessary through lack of work or funds to reduce the number of employees in the City of Salem Utilities Department, the employee having the least seniority shall be laid off first. The abolishment or creation of any employee position in the City of Salem Utilities Department shall be in accordance with O.R.C. 124, and the recall, or the filling of vacancies, shall be in accordance with this Agreement.
5. In the event of a layoff in the utility department, no part-time and/or temporary personnel shall be hired until all laid off full-time bargaining members have been recalled.
6. When the Employer determines to fill a vacancy in an existing job or newly created job in the bargaining unit, the Superintendent of Utilities shall post a notice throughout all sections of the department, stating the qualifications and classification of the job, the rates of pay therefore, and other pertinent information. Qualified employees who are interested in applying for the vacancy shall file their applications, in writing, with the Superintendent of the Utilities Department within five (5) working days after the notice is posted. Qualified employees on vacation or sick leave shall be deemed to have applied for the job. The following steps shall be used, in sequence, until the vacant job is filled, provided that said job may be filled temporarily until a final choice is made.

- a. The vacant job shall be offered to qualified applicants in the same job classification in order of their respective seniority;
 - b. The vacant job shall next be offered to qualified applicants in the same division, then to the remainder of the divisions within the Utilities Department, in order of their seniority;
 - c. If the vacancy or newly created job requires OEPA licensing, and the Applicants do not possess such licensing; the City shall be free to fill the vacancy from outside the bargaining unit;
 - d. Any job not filled, as set forth above shall not remain unfilled for more than six (6) months.
7. An employee shall not have his/her rate changed while temporarily working on a job having a lower rate of pay. However, an employee temporarily working on a job having a higher rate of pay shall be paid the higher rate of pay for all time spent working in such higher paid job.

B. Employer's Rights

- 1. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement, are subject to collective bargaining between the employer and the exclusive representative, except as otherwise specified in this section.
- 2. Unless the Employer agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the employer to do the following:
 - a. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate, or hire employees;
 - c. Maintain and improve the efficiency and effectiveness of governmental operations;
 - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Manage the work force effectively;
 - h. Take actions to carry out the mission of Employer as a governmental unit.

3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate compliant or file a grievance based on the collective bargaining agreement.

ARTICLE V DUES CHECK-OFF AND FAIR SHARE FEE

- A. Membership in Local 560 shall be voluntary. However, all current, permanent, part-time and full-time regular employees who are in bargaining unit jobs, who are not members, or who drop their membership shall pay a fair share fee, upon completion of their initial probationary period, to Local 560, as authorized by O.R.C. § 4117.
- B. The City shall notify each new employee, at the time of their hire, of their right to join Local 560, or their obligation, as a condition of employment, to pay a fair share fee if they do not join the Union.
- C. Upon receipt of written authorization by the employee, Management shall deduct, from the wages due said employee each month, and shall remit to the Union regular monthly dues as fixed by the Union.
- D. The deduction of the fair share fee from earnings of the employee shall be automatic and does not require a written authorization from the employee for payroll deduction.
- E. Payment to Local 560 of fair share fees shall be made in accordance with this Article.
- F. The Secretary-Treasurer of the Union shall certify, both annually and as changes occur, to the City's fiscal officer, the following information:
 1. The certified amount of regular dues and fair share fees to be deducted in accordance with Section A of this Article;
 2. The membership roster of the Union, from which regular dues shall be deducted;
 3. An employee roster, from which the fair share fee shall be deducted.
- G. It is specifically agreed that Management assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Management harmless from any claims, actions, or proceedings by any employee arising from deductions made by Management hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE VI PERSONNEL FILES AND RECORDS

- A. Any employee may request to see and shall be permitted to examine his/her personnel file,

so long as he/she does so in the office of the Superintendent of Utilities and does not remove any articles from the file.

- B. The employee shall be shown a copy of all derogatory notations placed in his/her file. If said offense(s) does not reoccur within two (2) years, said notation(s) shall be removed from his/her file and personnel records upon petition, by the employee, to the Utilities Superintendent of the City of Salem, to have them removed.

ARTICLE VII GRIEVANCE PROCEDURE

A. Grievance Proceedings

- 1. A grievance is a complaint, dispute, or other controversy in which it is claimed that either party has failed in an obligation under the terms of this Agreement and which involves the meaning, interpretation or application of this Agreement.
- 2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Grievance Procedure or elsewhere in this Agreement with the administration and having it adjusted without intervention of representation of the Union.
- 3. If the Management fails, at any step of this procedure, to communicate the decision on a grievance within the specified time limit, then the employee may file an appeal at the next step of this procedure. Any grievance not advanced, by the employee, from one step to the next step within the time limits of that step, shall be considered dismissed.
- 4. The written grievance shall state the specified Article and paragraph of this Agreement alleged to have been violated, a brief set of facts, and the relief requested.
- 5. The steps of the Grievance Procedure are as follows.

Step 1:

A grievance must be presented, in writing, to the Superintendent or Acting Superintendent of the City of Salem Utilities Department, within five (5) business days after it has become known, or should have become known, to the employee. Within five (5) business days after receiving the grievance, unless otherwise agreed or arranged, the Superintendent of Utilities, or his/her designee, shall be required to meet with the employee to discuss the grievance, to which meeting the employee may be accompanied by his/her designated Union representative, if he/she so requests. Within five (5) business days after the meeting, the Superintendent, or his designee, shall render a decision, in writing, to the employee. If the grievance is not resolve, or if the Superintendent, or his/her designee fails to respond within the five (5) business day limit, then the grievance may be forwarded to step 2 of this procedure.

Step 2:

If a grievance is not resolved at the first step of this procedure, within five (5) business days of receiving the reply or upon expiration of the allotted time, the employee may appeal, in writing, to the members of the Utilities Commission of the City of Salem, which shall initiate an investigation of the grievance, and within five (5) business days of receipt of the grievance, unless otherwise agreed and arranged, shall meet with the employee, his/her Union representative (if the employee so wishes), and the Superintendent of Utilities or his/her designee. Within five (5) business days after the meeting, the Utilities Commission shall issue a decision, in writing, to the employee. If the grievance is still considered unresolved, the employee, with the consent of the Union, may, within five (5) business days, request the grievance be arbitrated.

B. Arbitration Proceedings

1. Any grievance not resolved in the forgoing steps of the Grievance Procedure may, with the approval of the Union, be submitted, by the grievant, to arbitration. The Arbitrator shall have jurisdiction to decide only grievances involving the application or interpretation of some expressed term or provision of the Agreement, under the Voluntary Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.
2. The decision of the Arbitrator shall be given not more than thirty (30) days from the hearing date, shall be final and binding on all parties, and shall be put into effect within twenty (20) days after the receipt of the decision.
3. The cost of arbitration, and the expenses submitted by the arbitrator related to the arbitration proceedings, shall be borne equally by both parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other expense associated with such proceedings shall be borne by the parties requesting the same.
4. Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings, if said proceedings are during the employee's regular scheduled working hours. The Union and the City agree that the representatives and witnesses used in arbitration shall be witnesses whose testimony is relevant to the particular matter at issue.
5. The parties hereto agree that the Arbitrator provided for herein may be dispensed within the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties, and responsibilities as previously provided for herein.

ARTICLE VIII HOURS OF WORK

- A. The work week shall be forty (40) hours. The work schedule presently in effect shall remain in effect for the term of this Agreement. Management shall have the right to change the work schedule of employees in the Distribution System to a rotating seven (7)

day week, so long as such a schedule change includes a weekend rotating schedule that includes all employees.

- B. Hours covering part-time and/or temporary employees shall be defined in the non-bargaining wage ordinance.

ARTICLE IX SAFETY

- A. The City shall make every effort to be in compliance with all OSHA safety regulations that apply to the safety of personnel in the City of Salem Utilities Department.
- B. Required safety equipment shall be furnished at the City's expense.
- C. The City shall give adequate notification, to all affected employees, of safety and training session(s). If adequate notification is not given, another class shall be scheduled for any employees unable to attend the first session(s).

ARTICLE X PERSONAL VEHICLE USE

- A. If the City requests and the employee agrees to use his/her personal vehicle, or the City does not provide a City vehicle for the use of the employee on City business, said employee shall be compensated for mileage as established by City of Salem current Personnel Policy Manual.
- B. It is agreed that, in the event other City employees are granted, by ordinance, a higher rate, then the bargaining unit members shall be included.
- C. Employees of the City of Salem, including the Salem Utilities Department employees, are insured if they are using city-owned vehicles as long as they are licensed drivers and are using the vehicle with permission of the Superintendent of Utilities.

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ARTICLE XI WAGES

- A. The hourly wages for the employees of the City of Salem Utilities Department covered by this Agreement for the period July 1, 2017, through June 30, 2020, shall be as set forth below, and shall be retroactive to July 1, 2020:

- B. During the terms of this agreement, should the City of Salem, Ohio voluntarily enter into and sign a Contractual Agreement, with any bargaining unit recognized by the City of Salem, which in effect grants a wage increase that exceeds the wage increase found in the terms of this three (3) years Agreement; such increases in wages of that bargaining unit shall be averaged over the period of that contract [in years] and the averaged annual wage increase shall be granted to each member of the Utilities Workers Union of America, AFL-CIO, Local No. 560 (on) the effective date of the referenced contract and each succeeding anniversary date [July 01] of this Utilities Workers Union of America, AFL-CIO, Local No. 560 Contract.

No wage increase imposed by an Arbitrator, Fact Finder or Conciliator on the City of Salem, Ohio, which effects the wages of any other bargaining unit recognized by the City, shall be considered to fall within the parameters of this provision, nor shall it constitute any wage increase being due to any member of the Utilities Workers Union of America, AFL-CIO, Local No, 560.

LOCAL NO. 560 WAGE RATE 07/01/2017 TO 06/30/2020.

UTILITIES OFFICE PERSONNEL	CURRENT RATE 2016	EFFECTIVE 07/01/17 2.50%	EFFECTIVE 07/01/18 2.50%	EFFECTIVE 07/01/19 2.50%
Accounts Manager	19.68	20.17	20.67	21.19
Clerk More than 10 years	17.28	17.71	18.15	18.61
Clerk More than 5 years	16.75	17.17	17.60	18.04
Clerk More than 2 years	16.48	16.90	17.32	17.75
Clerk After 6 months	16.37	16.78	17.20	17.63
Clerk (Probation) 1st 6 months	14.93	15.31	15.69	16.08
WATER* & WASTEWATER* TREATMENT PLANT(S)				
Chief Operator Class III	24.71	25.33	25.97	26.61
Chief Operator Class IV	24.95	25.57	26.21	26.87
Class I (New hire 1 st 6 months) Probation Period	18.13	18.58	19.04	19.52
Class I (After 6 months probation)	21.57	22.11	22.67	23.23
Class II (New hire 1 st 6 months) Probation Period	18.88	19.35	19.84	20.33
Class II (After 6 months probation)	22.51	23.07	23.65	24.24
Class III (New hire 1 st 6 months) Probation Period	20.25	20.75	21.27	21.80

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Class III (After 6 months probation)	24.16	24.77	25.39	26.02
Non-License (New hire 1 st 6 months) Probation Period	17.13	17.56	18.00	18.45
Non-License (After 6 months probation)	20.39	20.90	21.42	21.96
WATER* DISTRIBUTION & WASTEWATER* COLLECTION DIVISIONS				
Asst. Foreman (1 st 6 months) Probation Period	19.98	20.48	20.99	21.52
Asst. Foreman (After 6 months probation)**	23.74	24.33	24.94	25.56
Asst. Foreman III	New	25.33	25.97	26.61
Utility Worker (New hire 1 st 6 months) Probation Period	17.13	17.56	18.00	18.45
Utility Worker (After 6 months probation)	20.39	20.90	21.42	21.96
Utility Worker, Class I (New hire 1 st 6 months) Probation Period	18.13	18.58	19.04	19.52
Utility Worker, Class I (After 6 months probation)	21.57	22.11	22.67	23.23
Utility Worker, Class II (New hire 1 st 6 months) Probation Period	18.88	19.35	19.84	20.33
Utility Worker, Class II (After 6 months probation)	22.51	23.07	23.65	24.24

* Any employee working in these jobs holding a Class I, II, or III Water Supply Operator/Distribution or Wastewater Treatment/Collection license shall be paid at the appropriate certification wage rate.

** An Assistant Foreman holding a Class III Water Supply or Class III Wastewater Treatment Operators certification shall be paid a wage rate equivalent to the Class III Chief Operator position.

*** Billing office personnel, including employees who voluntarily transfer into the billing office, shall not be credited with existing Ohio EPA certifications nor the corresponding pay rates of said certified operators.

- C. All Utility Department employees shall serve a six (6) month probationary period, after which they shall be paid at the non-probationary rate. Also, any employee who has already served a probationary period and who transfers from one division to another within the Utilities Department shall serve an additional ninety (90) day transfer probationary period, however, the employee shall continue to be paid at their current non-probationary rate. An employee transferred, voluntarily or involuntarily, during their initial six (6) month probationary period with less than ninety (90) days remaining shall serve the full additional ninety (90) day transfer probation.
- D. Upon completion of five (5) years of continuous employment with the Utilities Department, the hourly wage of each employee covered by this Agreement, as set forth above, shall be increased \$0.15 per hour. Said increase shall be separate and apart from longevity pay.

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- E. Employees who hold an Ohio EPA-mandated Laboratory Certificate at the Water Treatment Plant shall be paid an additional \$0.15 per hour for each such certificate held, so long as the laboratory maintains certification. Up to two (2) additional Wastewater employees holding laboratory certificates, not presently mandated by the Ohio EPA, may be granted this additional \$0.15 per hour. Operational laboratory certificates are excluded.
- F. The City of Salem shall continue the present practice of biweekly payroll, payable on Fridays. All employees shall be enrolled in direct deposit. Payroll stubs are available through the Employee Self-Service portion of the Paychex website, and are made viewable no later than Thursday of each pay week. When a legal holiday falls on payday, payroll stubs will be available on Wednesday, with funds payable on Thursday.
- G. Any employee possessing a Class III Operator license involuntarily transferred to a position not requiring a Class III Operator license shall be grandfathered at the Class III Operator’s pay rate. An operator involuntarily transferred to another position or division within the Utilities Department shall be paid an additional \$0.50 per hour to their current pay rate for a period not to exceed ninety (90) days.

ARTICLE XII LONGEVITY

- A. Each employee covered by this Agreement shall be entitled to longevity pay, in addition to other compensation, in the following amounts for the following periods of time:

<u><i>Years of Continuous Service</i></u>	<u><i>Additional Pay per Month</i></u>
Less than 5 Years:	\$-0-
5 Years but less than 10 Years:	\$ 34.67
10 Years but less than 15 Years:	\$ 60.67
15 Years but less than 20 Years:	\$ 86.67
20 Years but less than 25 Years:	\$112.67
25 Years but less than 30 Years:	\$138.67
30 Years but less than 35 Years:	\$164.67
35 Years and over:	\$190.67

- B. Payment shall begin on the first full pay succeeding the anniversary date of the member’s hiring as a full-time Utility Worker.

ARTICLE XIII OVERTIME

- A. Members of the bargaining unit shall receive overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked or in active pay status in excess of forty (40) hours in any week, or eight (8) hours in any work day.
- B. The regular hourly rate of pay for all employees covered by this Agreement shall be calculated as follows:

Hourly Base Wage +Hourly Longevity Pay+Hourly Certificate Pay+Hourly Continuous Employment Beyond 5 Years Pay+College Degree Bonus+Shift Payment Differential + CDL certificate if applicable.

- C. Employees may designate that overtime resulting from the following may be paid either monetarily, using the above rates, or in compensatory time off in accordance with O.R.C. 124.18; however, compensatory time shall not exceed forty (40) hours.
1. "Hold-Over Pay" shall be paid at the rate and in the manner set forth above for the actual hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week. Hold-over times shall always be rounded up to the next one-half (1/2) hour increment, but in no case shall "Hold-Over Pay" be for less than (1) hour of time.
 2. "Stand-By Pay" shall be paid, at the rate and in the manner set forth above. Each employee covered by this Agreement shall receive a minimum of three (3) hours for stand-by duty for each week worked on a rotating schedule.
 3. "Call-In Pay" shall be paid to an employee when the employee is called back to work after termination of his/her regular shift, or during his/her normal off duty hours. Any employee called back to work as set forth herein shall be guaranteed at least three (3) hours' work or three (3) hours' pay at one and one-half (1 1/2) times their hourly rate. When the job for which the employee was called-in is completed, he/she shall then be dismissed from duty.
 4. "Witness Time" shall be paid to any member of the bargaining unit who is required to appear in any court of record, including Mayor's Court, outside regular work hours, as incidental to his/her duties or City employment. The employee shall receive court pay for all of his/her time related to that court appearance. Such pay shall be at the rate and the manner as set forth above. There shall be a minimum of three (3) hours' pay for any court appearance as described herein.
 5. "Attendance at Training Seminars or Classes." When an employee is required to attend training seminars or classes during his/her off-duty hours, he/she shall be paid the actual hours spent at any training seminar or class, plus travel time to and from said seminar or class, at the rate and manner as set forth above.
 6. "Fill-In Pay" shall be paid to an employee, at the rate and in the manner set forth above, for any time he/she is asked to come in from his/her off-duty time to fill in for an absence. There will be a minimum of one (1) hour fill-in time. When the fill-in time is in excess of one (1) hour, time shall always be rounded up to the next one-half (1/2) hour.

ARTICLE XIV HOLIDAYS

- A. The following holidays shall be observed and are hereby declared to be official holidays for regular, full time City employees:

New Year's Day

Labor Day

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Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Christmas Day
Personal Day
Personal Day

- B. For employees whose regular schedule does not include Saturday and Sunday:
1. Should any holiday fall on a Sunday, the following Monday shall be considered the holiday.
 2. Should any holiday fall on a Saturday, the preceding Friday shall be considered the holiday.
- C. For employees whose regular schedule does include Saturday and Sunday:
1. Should any holiday fall on an employee's second scheduled day off, the employee's next scheduled work day shall be the holiday.
 2. Should any holiday fall on an employee's first scheduled day off, the employee's preceding scheduled work day shall be the holiday.
 3. Regular, full-time City employees, as listed in Appendix A, shall receive their regular hourly rate of pay for the holiday set forth herein, whether or not such holidays are worked, according to the requirements set forth in this section.
 4. Department heads shall, at their own discretion, determine which, if any, employees shall perform work on the holidays set forth in this section.
 5. Those employees who are required to work on such holidays shall receive a day off for each holiday worked.
 6. Except as otherwise specified in this section, such day off granted by the Department head shall be a day that would otherwise be a working day for the employee.
 7. The day off, to be determined by the Department head, shall be such that normal efficiency of the department is maintained.
 8. Such day off shall be granted to the employee with no loss of pay.
- D. For employees whose regular schedule does include Saturday and Sunday:
1. All holidays shall be observed on their actual date.
 2. An employee who is scheduled to work an official holiday shall receive his/her regular holiday pay plus one and one-half (1 ½) times his/her normal rate for the

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hours worked during that holiday.

E. For part-time and/or temporary employees:

1. Holiday pay shall be at the employee’s regular, daily, part-time rate.

F. An employee, to qualify for a holiday or a day off in lieu of a holiday, must:

1. Have performed thirty (30) turns of work since his/her last date of hire prior to the holiday; and

2. Have performed work in the week in which the holiday falls; and

3. Have worked his/her scheduled work day next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.

G. Personal holidays shall be scheduled at least fifteen (15) days in advance and shall require the approval of the Department head.

H. A maximum of twenty-four (24) holiday hours may be carried over to the next calendar year and shall be paid at the rate at which they were earned. If said hours are then not used by December 31 of that year, they shall be paid at the rate at which they were earned.

ARTICLE XV WORK CLOTHING

A. Effective July 1, 1996, the clothing allowance was included in the base pay listed in Article XI of this agreement. The article is to remain intact throughout the term of this agreement.

ARTICLE XVI VACATION

A. The vacation year is defined as January 1 through December 31, and employees shall express their vacation preference, for vacations to be taken during that calendar year, to their Department head, as soon as it is practicable after January 1.

B. Regular full-time employees must have completed at least one (1) year of continuous service since the last date of hire before becoming eligible for any vacation. If an employee leaves the employ of the City, other than by layoff, prior to completing his/her first year of service, he/she shall forfeit all vacation benefits.

C. All members of the bargaining unit shall receive paid vacation by the following schedule:

Completion of 1 year of service:*	10 work days
Completion of 7 years of service:	15 work days
Completion of 12 years of service:	20 work days
Completion of 17 years of service:	23 work days

Completion of 20 years of service:

25 work days

*This vacation shall be taken after the employee's anniversary date, providing there is sufficient time left in the year and the work load allows the Department head to grant the time off. If there is insufficient time left in the year, or the work load does not permit the employee the time off, the employee may take the vacation in the next calendar year. Thereafter, the calendar years shall be the qualifying year when incremental vacation increases are granted. Following the anniversary date of the employee's last hiring, and/ in the calendar year in which the incremental vacation increase is available, such incremental increase shall be given.

- D. Vacations may be taken in increments of one (1), two (2), three (3), four (4) or five (5) weeks, as determined by the Department head, and in keeping with the necessity for maintaining the efficiency of the department.
- E. Employees, as determined by the Department head, and in keeping with the necessity for maintaining the efficiency of the department are entitled to take five (5) days of their earned vacation off in increments of one (1) day or as approved by Supervisor.
- F. When a holiday occurs during the vacation period of an employee, he/she shall be given an additional day off.
- G. Vacation pay shall be based on the employee's normal rate of pay at the time said vacation is taken.
- H. There must be at least one (1) month between vacations taken for different years, except that, at the discretion of the Department head, an employee may carry over one (1) week of vacation from one year to another, and such vacation may be taken with less than one (1) month between different years.
- I. If any employee of the City gives written notice to the City Treasurer, at least two (2) weeks in advance, of his/her intention to take a vacation, the City shall pay, to the employee a maximum of two (2) weeks vacation pay in advance. However, such payment shall not exceed the vacation pay to which the employee is entitled for his/her length of service.
- J. When calculating service time for vacation purposes, a break in service time caused by the City shall not count against the employee. This provision is retroactive to April 10, 1981.
- K. Each employee, with four (4) or more weeks of earned vacation time, shall, with the approval of the Utilities Superintendent, have the option to work one (1) or two (2) weeks of such vacation and to receive one (1) and or two (2) weeks vacation pay in addition to normal earnings.
- L. The City shall pay, to the spouse of an employee who dies, any accrued but unused vacation benefit to his/her credit at the time of death. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the

estate.

ARTICLE XVII SICK LEAVE

- A. Each employee covered by this Agreement shall be entitled to sick leave, with pay, of **0.06** hour for each hour of service.
- B. Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, or for illness, injury, or death in the employee's immediate family. Immediate family shall be defined and construed to mean an employee's spouse, parents, children, grandparents, spouse's grandparents, sibling, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis). Time off for doctor or dental appointments for employees shall be charged to sick leave.
- C. The responsible administrative officer shall require the employee to furnish a satisfactory affidavit that his/her absence was due to any of the causes mentioned above. The responsible administrative officer shall further require that, in the event of three (3) consecutive scheduled work days of absence due to illness, there shall be a certification by a competent medical authority.
- D. Annual sick leave not cashed in at the end of the year, will continue to be accumulative.
- E. City will allow one (1) additional day paid per year provided an employee used no sick leave during a calendar year. The day pay shall be paid by January 30th of the year immediately following.

ARTICLE XVIII SICK LEAVE CONVERSION

- A. Members of the bargaining unit who have at least 200 hours accumulated sick leave shall be permitted to convert to cash any or all sick leave in excess of 200 hours accumulated and unused within an annual period. Said period will commence on the first of the pay period which includes November 1, and ends on the last day of the pay period immediately preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his/her desire to convert any sick leave no later than the end of the pay period that includes November 1st.

Calculation shall be made by the following formula:

Fifty percent (50%) of the employees accrued unused hours earned during the period, times his/her hourly rate.

- B. An employee, who has at least ten years' public service and who dies, shall be considered to have retired on the date of her/his death, and any sick leave conversion benefits and back pay due shall be paid to her/his spouse. If there is no spouse, payment shall be made equally to any children, if there are no children, payment shall be made to the estate.

ARTICLE XIX DUTY INJURY

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the current City of Salem Personnel Policy Manual or the Ohio Worker's Compensation Law.
- B. All employees, who are injured, or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by Management. No matter how slight the incident, all injuries should be reported to the employee's immediate supervisor. The supervisor shall provide assistance to the employees in filling out all necessary forms, when requested. The employee shall be furnished a copy of any and all accident reports filed by the employer.
- C. Management shall be furnished with a report of any necessary medical assistance received by the employee as a result of said injury.
- D. The City agrees to provide hospitalization insurance, as described in Article XX, for a maximum of two (2) years, to a member and his/her family while such member is on Worker's Compensation leave.
- E. If any employee is scheduled to work on a date when a Worker's Compensation hearing or administrative appeal from a Worker's Compensation decision is scheduled, and he/she is unable to change the date of the hearing, then the employee shall be released from duty to attend the hearing without loss of pay and without loss of accumulated sick leave hours.

ARTICLE XX HOSPITALIZATION, VISION, AND DENTAL COVERAGE

- A. From the effective date of this agreement through June 30, 2020, the City of Salem agrees to provide hospitalization and medical insurance for all members covered by this agreement, with the coverage as outlined in Appendix A of this agreement.
- B. The City and the bargaining unit shall mutually agree on any changes to health care plans and to confer on levels of coverage and the cost of employees and employer. It is expressly understood that the selection of a carrier or other method of provision of health coverage shall be at the sole discretion of the Employer.
- C. During the term of this agreement, the City of Salem agrees to pay eighty-nine and one-half percent (89.5%) of the cost of the family, employee/spouse, employee/child, or single plan and the employee agrees to pay the remaining eleven and one-half percent (11.5%) of

the family, employee/spouse, employee/child, or single plan as outlined in paragraph "A" above, through payroll deduction.. With respect to the employee share of premium payments as outlined in this paragraph, the parties agree to reopen negotiations on health insurance within a minimum of sixty (60) days prior to the expiration of the health plan. The parties agree that the premiums will not exceed 15% for the employees during the life of this Agreement. Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice. Upon request of the Union, the Employees shall meet to negotiate over options.

- D. All bargaining members hired after July 1, 2017 will pay fifteen percent (15%) of the family, employee/spouse, employee/child, or single plan, twice a month through payroll deduction. And the City of Salem agrees to pay eighty five percent (85%) of the family, employee/spouse, employee/child, or single plan.
- E. All bargaining members hired after July 1, 2017 whose spouse has access to his/her own hospitalization health benefit through his/her own employer, but elects our plan as his/her primary coverage, will be required to pay an additional fifty percent of the employer share (50%) of the difference between family and employee child, or single and employee/spouse twice a month through payroll deduction. (This excludes spouses who are eligible for Medicare and spouse who are employed by the City.)
 - 1. Periodically, a form will be required to be filled out by each employee indicating whether there has been a life changing event that would affect his/her spouse's access to his/her employer's hospitalization health benefit. It will be the bargaining member's responsibility to notify the Employer of any change in spousal employment insurance coverage or any qualifying event regarding the spouse's medical coverage. If the bargaining member fails to inform the City of Salem of any change to the spousal employment insurance, the bargaining member will be required to pay the additional fifty percent (50%) of the employer share of the premium from the date the spouse's eligibility changed.
- F. Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice. Upon request of the Union, the Employees shall meet to negotiate over options.
- G. Deductibles - Effective January 1, 2015, Employees will pay a deductible of \$250.00 for Single Coverage, and \$500.00 for Family Coverage.
- H. The City shall pay up to thirty dollars (\$30.00) per month toward Dental Coverage with coverage comparable to the plan specified in Appendix B. Each member's amount shall be calculated and deducted per pay.
- I. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage comparable to the Vision Service Plan, Plan B, Appendix B.

- J. From August 1, 2017 to July 31, 2020**, the City agrees to pay up to one hundred (100%) of a gym membership. Provisions are as follows:

Members of the bargaining unit, who wish to join a gym, will pay for a full year's membership up front. The bargaining member may choose to pay for the plan of their choice and the gym of their choice, providing that particular gym will provide the City with a monthly usage report. Once the bargaining member has submitted a receipt to the City, the City will reimburse fifty percent (50%) of the gym membership paid. If the employee (and we are only tracking the employee) goes 52 times in one year, then the City will reimburse the other fifty percent (50%) at the end of the membership year.

**Providing we are not accepted into ERC or any other insurance based gym membership program.

ARTICLE XXI GROUP LIFE INSURANCE

- A. Group life insurance, in the amount of \$25,000.00, shall be provided to each employee covered by this Agreement. The City shall bear the full expense of this benefit.

ARTICLE XXII RETIREMENT OR SEPARATION

- A. Upon retirement, each employee covered by this Agreement who has at least twenty-five (25) years of continuous service with the City and has not taken in excess of thirty (30) days of sick leave during his/her years of service, excluding sick leave due to service-related injuries and funerals, shall receive one (1) day's pay at his/her current rate of pay for every year of service, as retirement bonus.
- B. Payment shall be made to all employees covered under this Agreement who have ten(10) or more years of service with the City at the time of their retirement or separation from active service, for an amount equal to one-fourth (1/4) of said employee's accrued but unused sick leave, up to a maximum of 320 hours. Such payments shall be calculated by using the employee's regular hourly rate at retirement:

Hourly Base Wage + Hourly Longevity Pay + Hourly Certificate Pay + Hourly Continuous Employment Beyond 5 Years Pay + College Degree Bonus + CDL certificate

- C. The fact that an employee is receiving payment for unused sick leave shall not interfere with the hiring of another employee as a replacement in his/her position.

ARTICLE XXIII OTHER DEDUCTIONS

- A. In addition to deductions for union dues and the Ohio Deferred Compensation Plan, the City agrees to make the following deductions, when requested by the covered employee, from the pay checks of said employee:
 - 1. Approved Credit Union Deduction
 - 2. United Way Deduction

ARTICLE XXIV RETIREMENT PICKUP

- A. Employee's will pay their entire portion of their pension contributions.

ARTICLE XXV BACKFLOW VALVE(S) CERTIFICATION COMPENSATION

- A. The employee (one) selected by the Superintendent of Utilities to enroll in and successfully pass the Ohio Environmental Protection Agency (OHIO EPA) approved Water Backflow Protection and Testing Course shall receive an additional \$0.15 per hour during the time which certification is maintained.

ARTICLE XXVI TRAINING AND EDUCATION (CONTINUOUS EDUCATION)

OPERATOR CERTIFICATION

- A. The Salem Utilities Department shall pay for each employee's application fee and examination fee for the first attempt at each Ohio EPA certification level, i.e., Class I, Class II, and Class III in their respective division. Should the employee fail to pass the examination, each successive attempt thereafter shall be at the employee's own expense.
- B. Employees are encouraged to seek additional training to assist with obtaining required certifications, however, the Salem Utilities Department shall only reimburse the cost of said training upon successful completion of said course. The Department shall only pay for one (1) class per required certification level (Class I and/or Class II), additional training assistance shall be at the employee's own expense. A certificate of successful completion and all receipts documenting the employee's expenses shall be submitted to the Superintendent of Utilities for reimbursement.
- C. Each Operator (including Utility Worker) shall obtain Ohio EPA Class I certification within three (3) years of date-of-hire.
- D. Each Operator (including Utility Worker) shall obtain Ohio EPA Class II certification within five (5) years of the date that Class I certification was awarded. If licensed as an Ohio EPA Class I Operator at time of hire, employee shall obtain Class II certification with three (3) years of date-of-hire (effective for employees hired after 7/1/2017).
- E. Failure to renew Ohio EPA certifications shall result in an immediate pay rate reduction and may lead to dismissal, at the discretion of the Superintendent of Utilities, if recertification is not achieved within three (3) years from the date of non-renewal.

OPERATION CERTIFICATE RENEWAL [OAC 3745-7, 3745-15(C)]

- A. A committee made up of two (2) from Management of the Salem Utilities Department and two (2) members selected from Local No. 560 of the Utilities Workers Union of America, AFL-CIO, located in Salem, Ohio shall investigate and supply information to the

Superintendent of Utilities, City of Salem about the availability of, and type of courses available, including the cost of the courses which are Director approved for continued education training courses that will allow for the earning of Contact Hours of Ohio Environmental Protection Agency (OHIO EPA) certified water and wastewater treatment, water distribution, and wastewater collection certified operators.

- B. The committee shall also serve as a review committee to review costs to be submitted by the operators for reimbursement by the Salem Utilities Department [2007] when acquiring Contact Hours to retain their Operating Certificate.
- C. Upon approval of an available course, management’s scheduling of the operator’s time off from work to take the course and management’s approval of the cost of the course, the Salem Utilities Department shall:
 - 1. Pay for the course directly if the course provided will accept a purchase order arrangement with the City of Salem; otherwise the operator shall pay the cost of the approved course, the cost of which will be reimbursed by the Utilities Department upon completion of the course.
 - 2. Provide a vehicle for transportation to and from the Contact Hours Course location.
 - 3. Reimburse expenses up to seventy five dollars (\$75.00) for overnight accommodations for two (2) day Contact Hours Course.
 - 4. Reimburse expenses up to thirty (\$30.00) per day for meals the day of the Contact Hour Course.
 - 5. Pay for the operator’s time during which the operator is traveling to and from the course and during the course shall not exceed eight (8) hours per day.
- D. The operator shall be responsible to verify to the Superintendent of Utilities that he/she has successfully completed the Contact Hours Course and that all expenses to be reimbursed are receipted from a valid establishment before expenses will be approved for payment.

ARTICLE XXVII SHIFT DIFFERENTIAL

A shift differential rate of \$0.35 per hour shall be paid all operators whose scheduled shifts are between 1600 hours and 0800 hours provided that one-half (½) of the shift worked is between 1600 hours and 0800 hours. If one-half of the operator’s regular shifts are between 1600 hours and 0800 hours, the operator will receive \$0.35 per hour shift differential pay for the full shift worked. “Call-in Pay” shall be excluded.

ARTICLE XXVIII COLLEGE DEGREE BONUS

- A. All full-time employees covered by this ordinance are eligible for the following college

bonus:

1. An employee who has received an Associate Degree from a bona-fide college, university, or post-secondary accreditation institutions shall receive a bonus of \$0.06 per hour.
2. Any employee who has received a Bachelor Degree from a bona-fide college, university, or post-secondary accreditation institutions shall receive a bonus of \$0.12 per hour.

ARTICLE XXIX COMMERCIAL DRIVERS LICENSE

- A. Each employee covered by this Agreement, and selected by the Superintendent of Utilities, who has received and maintains a Commercial Drivers License in the following classifications, shall receive an additional amount of hourly pay as follows:

CLASS A CDL OR CLASS B CDL \$.10 an hour

ARTICLE XXX CERTIFICATION STIPEND

- A. Each employee who holds a Class II Water or Wastewater Ohio EPA Certification, or higher, and completes all the schooling to maintain their certificate and continues to maintain their certification shall receive a \$.25 per hour wage adjustment.
- B. Each employee who holds a Chief Operating Class IV Water or Wastewater Ohio EPA Certification, shall receive a \$1.00 per hour wage adjustment.

ARTICLE XXXI NO STRIKE - NO LOCK OUT

- A. Local No. 560, Utilities Workers Union of America, AFL-CIO, Salem, Ohio its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walkout, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.
- B. Local No. 560, Utilities Workers Union of America, AFL-CIO, Salem, Ohio its members and employees shall cooperate with the City of Salem in continued operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section (a.) Committee by its members or employees. In the event a violation occurs, the Union shall promptly notify members and employees that such action is prohibited and instruct all members to return to work at once.
- C. The City of Salem shall not lock-out any member of Local 560, Utilities Workers Union of America, AFL-CIO, and Salem, Ohio for the duration of the Agreement.

ARTICLE XXXII TERM OF AGREEMENT

- A. This Agreement shall be effective from July 1, 2017, through June 30, 2020, unless extended by mutual agreement.

The terms and conditions of Agreement are hereby executed by signature on this the _____ Day of _____, 2017.

FOR THE CITY OF SALEM, OHIO

John C. Berlin, Mayor

Betty Brothers, Auditor

Robert Hodgson, Chairman, Salem Utilities Commission

Donald R. Weingart, Superintendent of Utilities

FOR LOCAL 560, UTILITY WORKERS UNION OF AMERICA, AFL-CIO

James Brown, President Local No. 560

FOR THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO

Rich Cossell, National Representative

CITY OF SALEM, OHIO

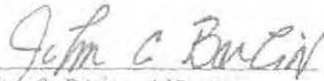
SALEM UTILITY WORKERS
COLLECTIVE BARGAINING AGREEMENT


ARTICLE XXXII TERM OF AGREEMENT

- A. This Agreement shall be effective from July 1, 2017, through June 30, 2020, unless extended by mutual agreement.


The terms and conditions of Agreement are hereby executed by signature on this the 29th Day of JUNE, 2017.

FOR THE CITY OF SALEM, OHIO



John C. Berlin, Mayor


Betty Brothers, Auditor


Robert Hodgson, Chairman, Salem Utilities Commission


Donald R. Weingart, Superintendent of Utilities

FOR LOCAL 560, UTILITY WORKERS UNION OF AMERICA, AFL-CIO


James Brown, President Local No. 560

FOR THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO


Rich Cossell, National Representative

APPENDIX A

PERSONNEL COVERED

Utilities Office Personnel:

Accounts Manager
Clerk

Water Treatment Plant:

Chief Operator
Class III
Class IV
Plant Operators
Class I Operators
Class II Operators
Class III Operators
Non-Licensed Operators

Wastewater Treatment Plant:

Chief Operator
Class III
Class IV
Plant Operators
Class I Operators
Class II Operators
Class III Operators
Non-Licensed Operators

Distribution Division:

Assistant Foreman
Utility Worker(s)

Part-Time and/or Temporary Personnel:

Physical Laborers
Clerk(s)

Appendix B

Insurance Documents



**Lumenos Health Savings Accounts (with Copay) Option E1 with Rx Option CE (Essential)
Effective 07/01/2017**

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.

Covered Benefits	Network	Non-Network
Deductible The single deductible applies to the Family deductible. Once the single deductible has been satisfied, benefits for that member are payable subject to coinsurance. Once the family deductible has been satisfied, benefits for the family are payable subject to coinsurance.	Single: \$2,600 Family: \$5,200	Single: \$5,000 Family: \$10,000
Out-of-Pocket Limit	Single: \$3,500 Family: \$7,000	Single: \$7,000 Family: \$14,000
Physician Home and Office Services (PCP/SCP) (3) Primary Care Physician(PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> · Allergy injections (PCP and SCP) · Allergy testing · MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and Pharmaceuticals 	\$30/\$60 \$5 0% 0%	30% 30% 30% 30%
Preventive Care Services 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	30%
Emergency and Urgent Care <ul style="list-style-type: none"> · Emergency Room Services @Hospital (facility/other covered services) (copayment waived if admitted) · Urgent Care Center Services <ul style="list-style-type: none"> · MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-Maternity related Ultrasounds and Pharmaceuticals · Allergy injections · Allergy testing 	\$250 \$75 0% \$5 0%	\$250 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> · Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services Unlimited days except for: <ul style="list-style-type: none"> · 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) · 100 days Network/Non-Network combined for skilled nursing facility 	0%	30%

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.

**Lumenos Health Savings Accounts (with Copay) Option E1 with Rx Option CE (Essential)
Effective 07/01/2017**

Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital / Alternative Care Facility · Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services (including but not limited to): · Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. · Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy) · Durable Medical Equipment, Orthotics, and Prosthetics · Physical Medicine Therapy Day Rehabilitation programs · Ambulance Services	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) · Physician Home and Office Visits (PCP/SCP) · Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: · Physical therapy: 20 visits · Occupational therapy: 20 visits · Manipulation therapy: 12 visits · Speech therapy: 20 visits · Cardiac Rehabilitation: 36 visits · Pulmonary Rehabilitation: 20 visits · Accidental Dental Coverage \$3000 per accident	\$30/\$60 0%	30% 30%
Behavioral Health Services: Mental Health and Substance Abuse (1) · Inpatient Facility Services · Physician Home and Office Visits · Other Outpatient Services @ Hospital/Alternative Care Facility	0% \$30 0%	30% 30% 30%
Human Organ and Tissue Transplants · Acquisition and transplant procedures, harvest and storage.	0%	30%
Prescription Drugs (Essential): Essential Formulary · Network Retail Pharmacies: (30 day supply) Includes diabetic test strip · Home Delivery (90 day supply) Includes diabetic test strip *4th Tier per script max- 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery. -Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits. - Member may be responsible for additional cost when not selecting the available generic drug. - Members have additional cost with retail supply greater than 30 days. - The Essential formulary is a closed drug list with a focus on therapeutic efficacy and cost effectiveness	\$10 / \$35 / \$70 / 25% \$250 max* \$20 / \$105 / \$210 / 25% \$250 max*	50% . min \$70(2) Not Covered

Notes:
All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
· Deductible(s) apply to all covered medical services listed with a percentage (%) coinsurance and copayment, including prescription drug cost shares.



WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your certificate of coverage.

Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN AT A GLANCE		In-Network	Out-of-Network
Annual Benefit Maximum * Per insured person	Calendar Year	\$1,000	\$1,000
Annual Maximum Carryover		No	No
Orthodontic Lifetime Benefit Maximum * Per eligible insured person		\$1,000	\$1,000
Annual Deductible (The Deductible does not apply to Orthodontic Services) * Per insured person * Family maximum	Calendar Year	\$50 3X Individual	\$50 3X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement Options:		90th percentile	
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:
Diagnostic and Preventive Services * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 1X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance
Basic Services * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance
Endodontics * Root Canal		80% Coinsurance	80% Coinsurance
Periodontics * Scaling and root planing		80% Coinsurance	80% Coinsurance
Oral Surgery * Surgical Extractions		80% Coinsurance	80% Coinsurance
Major Services * Crowns		50% Coinsurance	50% Coinsurance
Prosthodontics * Dentures * Bridges * Dental implants Not Covered		50% Coinsurance	50% Coinsurance
Prosthetic Repairs/Adjustments		50% Coinsurance	50% Coinsurance
Orthodontic Services *Dependent Children Only*		50% Coinsurance	50% Coinsurance

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your certificate of coverage. In the event of a discrepancy between the information in this summary and the certificate of coverage, the certificate will prevail.

*Child orthodontic coverage begins at age eight and runs through age 18. This means that the child must have been banded between the ages of eight and 19 in order to receive coverage. If children are dependents until age 19, they can continue to receive coverage, but they must have been banded before age 19.

OH_PCLG_FI-Custom



Emergency dental treatment for the international traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.** With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

** The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company.

Finding a dentist is easy.

To select a dentist by name or location:

- Go to anthem.com/mydentalvision or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

TO CONTACT US:

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

Limitations & Exclusions

<p>Limitations – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.</p> <p>Diagnostic and Preventive Services</p> <p>Oral evaluations (exam) Limited to two per Calendar Year Teeth cleaning (prophylaxis) Limited to two per Calendar Year Intraoral X-rays, single film Limited to four films per 12-month period</p> <p>Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years</p> <p>Topical fluoride application Limited to once every 12 months for members through age 18</p> <p>Sealants Limited to first and second molars once every 24 months per tooth for members through age 15; sealants may be covered under Diagnostic and Preventive or Basic Services.</p> <p>Basic and/or Major Services***</p> <p>Fillings Limited to once per surface per tooth in any 24 months</p> <p>Space Maintainers Limited to extracted primary posterior teeth once per lifetime per tooth for members through age 16; Space Maintainers may be covered under Diagnostic and Preventive or Basic Services.</p> <p>Crowns Limited to once per tooth in a seven-year period</p> <p>Fixed or removable prosthodontics – dentures, partials, bridges</p> <p>Covered once in any seven-year period; benefits are provided for the replacement of an existing bridge, denture or partial for members age 16 or older if the appliance is seven years old or older and cannot be made serviceable.</p> <p>Root canal therapy Limited to once per lifetime per tooth; coverage is for permanent teeth only.</p> <p>Periodontal surgery Limited to one complex service per single tooth or quadrant in any 36 months, and only if the pocket depth of the tooth is five millimeters or greater</p> <p>Periodontal scaling and root planing Limited to once per quadrant in 36 months when the tooth pocket has a depth of four millimeters or greater</p> <p>Brush Biopsy Not Covered</p> <p>***Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan.</p> <p>There is a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.</p> <p>ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES</p> <p>Orthodontia Limited to one course of treatment per member per lifetime</p>	<p>Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.</p> <p>Services provided before or after the term of this coverage</p> <p>Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate</p> <p>Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services</p> <p>Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist</p> <p>Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care</p> <p>Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.</p> <p>Extractions - Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member</p>
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The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.



ERC Health
Group Name: City of Salem
Effective Date: October 1st, 2016

We have a unique perspective on vision care

As part of one of the largest health carriers in the United States, Blue View Vision will give your employees a vision plan that really does care for their health. We recognize the importance of overall health management. In fact, when our medical and vision plans are packaged together, our members' entire health care team can work together to share information, even identify gaps in care. That's a real advantage and it's something that strongly differentiates us from stand-alone vision carriers. After all we're not just a vision plan, we're Anthem.

Vision care doctors are often the first to identify chronic health conditions

During an exam, vision care doctors are able to see signs of a number of eye and other health conditions. This can lead to early detection of major health problems before they become more serious.



When your employees have our medical and vision plans...

- Network doctors can see relevant medical diagnoses, lab results and prescription drug history in a secure and HIPAA-compliant online format
- Doctors have access to patient health profiles and can view care alerts in advance of the appointment, so they're better informed
- Nearly 100% of the vision care doctors we surveyed said having this data results in better care

Enrollment & referrals into care management programs

Vision claims data is included in the risk categories that can trigger enrollment in disease management programs. Whether enrolled in a program or not, members can always access our nurse hotline 24/7.

What else makes us better?

Combined administration

We can offer the power of packaging multiple product lines, such as health and vision. This allows for the convenience of one bill, one ID card, and one point of contact.

Award winning customer service

BenchmarkPortal bestows their Center of Excellence Certification, one of the most esteemed recognitions in the customer service arena, only to call centers that rank in the top 10% of those surveyed. Our members can reach the award winning customer care center – staffed by U.S. based representatives – 7 days a week.



Provider Network

Over **33,000 doctors** at more than **26,000 locations** nationwide, with independent doctors, convenient retail stores and 1-800 CONTACTS – **all In-network** – makes it easy for employees to take care of their vision needs and they can do it outside of work hours. Plus, retail or independent, **every** network provider extends valuable discounts to our members.



VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Routine eye exam Once every 12 months	\$10 copay	\$42 allowance
Eyeglass frame One pair every 24 months	\$130 allowance, 20% off any remaining balance	\$45 allowance
Eyeglass lenses One pair every 12 months in standard plastic with choice of the following options:		
• Single vision lenses	\$20 copay	\$40 allowance
• Bifocal lenses	\$20 copay	\$60 allowance
• Trifocal lenses	\$20 copay	\$80 allowance
Eyeglass lens enhancements When obtaining covered eyewear from a Blue View Vision provider, members may choose to add any of the following lens enhancements at no extra cost.		
• Transitions Lenses (for a child under age 19)	\$0 copay	No allowance on lens enhancements when obtained out-of-network
• Standard Polycarbonate (for a child under age 19)	\$0 copay	
• Factory Scratch Coating	\$0 copay	
Contact lenses Once every 12 months Instead of eyeglass lenses		
• Elective Conventional Lenses; or	\$130 allowance, 15% off any remaining balance	\$105 allowance
• Elective Disposable Lenses; or	\$130 allowance (no additional discount)	\$105 allowance
• Non-Elective Contact Lenses	Covered in full	\$210 allowance

ADDITIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS

*In-network Member Cost
(after any applicable copay)*

Retinal Imaging	• At member's option can be performed at time of eye exam	Not more than \$39
Eyeglass lens upgrades <i>When obtaining eyewear from a Blue View Vision provider, members may choose to upgrade their new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.</i>	• Transitions lenses (Adults)	\$75
	• Standard Polycarbonate (Adults)	\$40
	• Tint (Solid and Gradient)	\$15
	• UV Coating	\$15
	• Progressive Lenses	
	• Standard	\$65
	• Premium Tier 1	\$85
	• Premium Tier 2	\$95
	• Premium Tier 3	\$110
	• Anti-Reflective Coating	
	• Standard	\$45
	• Premium Tier 1	\$57
	• Premium Tier 2	\$68
	• Other Add-ons and Services	20% off retail price
Additional Pairs of Eyeglasses <i>Anytime from any Blue View Vision network provider</i>	• Complete Pairs	40% off retail price
	• Eyeglass materials purchased separately	20% off retail price
Eyewear Accessories	• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Contact lens fit and follow-up <i>Available following a comprehensive eye exam</i>	• Standard contact lens fitting	Up to \$55
	• Premium contact lens fitting	10% off retail price
Conventional Contact Lenses <i>After covered benefits have been used</i>	• Discount applies to materials only	15% off retail price

Other discount offers on LASIK surgery and much more available through Anthem's SpecialOffers program.

This information is intended to be a brief outline of plan benefits. The most detailed description of benefits, exclusions, and restrictions can be found in the Certificate of Coverage. Discounts are subject to change without notice. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan.

Anthem Blue Cross and Blue Shield is the trade name of: In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Ohio: Community Insurance Company. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the POS policies. Independent licensees of the Blue Cross and Blue Shield Association. © ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are the registered marks of the Blue Cross and Blue Shield Association.

CR 12/14



Group Term Life and AD&D Insurance

SUMMARY OF BENEFITS

Sponsored by: City of Salem

Coverage	Benefit Amount Employee
Life	\$25,000
AD&D	Will Equal the Life Benefit
Benefit Reduction	Employee
Benefits will reduce:	35% at age 65; An additional 15% of original amount at age 70; Benefits terminate at retirement
Additional Benefits	
See Understanding Your Benefits Page:	Accelerated Death Benefit Seatbelt Benefit – Air Bag Benefit - Common Carrier Benefit Conversion
Enrolling for Coverage	Employee
Eligibility:	All employees in an eligible class.

(Please see other side)

Understanding Your Benefits

Accelerated Death Benefit	Accelerated Death Benefit provides an option to be paid a portion of your life insurance benefit when diagnosed as terminally ill (as defined in the policy). The death benefit will be reduced by the amount withdrawn. To qualify, you must be covered under this policy for the amount of time defined by the policy.
AD&D	Accidental Death and Dismemberment (AD&D) insurance provides specified benefits for a covered accidental bodily injury that directly causes death or dismemberment (e.g., the loss of a hand, foot, or eye), subject to policy limitations.
Conversion	If you terminate your employment or become ineligible for this coverage, you have the option to convert all or part of the amount of coverage in force to an individual life policy on the date of termination without Evidence of Insurability. Conversion election normally must be made within 31 days of your date of termination.
Guarantee Issue	For timely entrants enrolled within 31 days of becoming eligible, the Guarantee Issue amount is available without providing Evidence of Insurability. Evidence of Insurability will be required for any amounts above this, for late enrollees or increases in insurance, and it will be provided at your own expense.
Seatbelt Benefit – Air Bag Benefit - Common Carrier Benefit	If you die as a result of a covered auto accident while wearing a seat belt or in a vehicle equipped with an airbag, additional benefits are payable up to \$10,000 or 10% of the principal sum, whichever is less. If loss occurs due to an accident while riding as a passenger in a common carrier, benefits will be double the amount that would otherwise apply as outlined in the certificate.
Term Life	A death benefit is paid to the designated beneficiary upon the death of the insured. Coverage is provided for the time period that you are eligible and premium is paid. There is no cash value associated with this product.

Additional Benefits

LifeKeysSM	Online will & testament preparation service, identity theft resources and beneficiary assistance support for all employees and eligible dependents covered under the Group Term Life and/or AD&D policy.
TravelConnecSM	Travel assistance services for employees and eligible dependents traveling more than 100 miles from home.

For assistance or additional information Contact Lincoln Financial Group at	
(800) 423-2765 ; reference ID: SALEMCITY2	www.LincolnFinancial.com
If there is any discrepancy between this benefit summary and the policy, the policy shall control. This summary is not intended to contain a complete description of the coverage offered. This summary does not modify the policy. This is not a binding contract	

Insurance products are issued by The Lincoln National Life Insurance Company (Fort Wayne, IN) which does not solicit business in New York, nor is it licensed to do so. Product availability and/or features may vary by state. Limitations and exclusions apply. Not for use in New York.

Appendix C

Drug Screening

Reserved for future use