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39862

AGREEMENT

BETWEEN

CITY OF SALEM, OHIO

AND

LOCAL #283

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO

Duration: July 1, 2020 through June 30, 2023

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ARTICLE 1 PURPOSE

- A. This Agreement is entered into this 1st day of July, 2020, by and between the City of Salem, Ohio, hereinafter designated as “Management/City”, and Local #283 of the International Association of Firefighters, AFL-CIO, located in Salem, Ohio and hereinafter designated as the “Union”.
- B. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City of Salem, and this Union and the firefighters of the City of Salem.
- C. Additional purposes of this contract are:
 - 1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance;
 - 2. To provide for the peaceful and equitable adjustment of differences which may arise;
 - 3. To attract and retain qualified employees by providing those benefits compatible to the resources of the City of Salem;
 - 4. To assure the effectiveness of the fire service by providing an opportunity for the employees of the bargaining unit to meet with the City, through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the provision of the agreement, state, and federal laws, and the Constitution of the State of Ohio and the United States of America;
 - 5. To assure the right of every employee to fair and impartial treatment;
 - 6. To provide an opportunity for the Union and the City to negotiate as to wages, hours, terms, and conditions of employment for employees in the bargaining unit.

ARTICLE 2 NON-DISCRIMINATION

- A. The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, race, color, religion, creed, national origin, ancestry, political affiliation, union membership, or qualifying disability which can be reasonably accommodated. It is further agreed that all references to employees in the agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 RECOGNITION

- A. Local #283 of the International Association of Firefighter, AFL-CIO, is hereby recognized as the sole and exclusive bargaining representatives for all sworn and uniformed employees of the Salem Fire Department, excepting the Fire Chief, 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 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 to the Mayor's office in writing. Whenever this agreement makes reference to the "designee" of the Chief, such person will be the City's Safety Director, unless the Mayor notifies the Union, in writing, that he has designated some other individual to serve as his "designee".
- C. The bargaining agent shall have the right to hold meetings and conduct elections on City property during work hours, with the approval of the Chief and providing such will not interfere with the efficient operations of the department. Representatives of the O.A.P.F.F. and I.A.F.F. shall have the right to attend said meetings.

ARTICLE 4 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 provisions 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 for the term of this Agreement.

ARTICLE 5 EMPLOYEE'S RIGHTS

- A. 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 and has the right not to join the Union if he desires not to do so. In addition to the right to join and participate, or not to join or to not participate in the Union, Management and the Union recognize the member's right to Union representation in accordance with this Agreement.
- B. Management reserves the right to evaluate employee performance by efficiency evaluations, using as a reporting form Appendix C attached hereto or some other performance evaluation form or forms selected by the Employer. The Employer agrees to provide the Union with at least twenty-one (21) days advance notice if the Employer decides to begin using another form or forms. Upon the written request of the Union, the Employer agrees to meet and discuss the planned changes with the Union within the twenty-one (21) day notice period.

ARTICLE 6
MANAGEMENT RIGHTS

- A. Except as modified in this agreement, nothing herein shall be interpreted to impair the right and responsibility of the Employer to:
1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
 2. Direct, supervise, evaluate, or hire employees.
 3. Maintain and improve the efficiency and effectiveness of governmental operations.
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
 5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
 6. Determine the adequacy of the work force.
 7. Determine the overall mission of the Employer as a unit of government.
 8. Effectively manage the work force.
 9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. Management shall not make any ordinances, resolutions, policies, or laws which may take away or change any state or federal law providing any benefits to any member of the bargaining unit, unless so modified by this agreement.

ARTICLE 7
SENIORITY

- A. Seniority shall be established as of the employee's original date of full-time appointment to the Salem Fire Department and shall be the total length of his continuous service after that date. Seniority shall be used for: (a) the purpose of determining layoff and recall rights; (b) the order in which vacation selection shall be made as further defined in Article 18 of this contract; (c) for any other purpose(s) as expressly stated in this agreement.
- B. 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 original date of full-time employment with the City of Salem, to include and taking into account any consecutive interdepartmental transfers or 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 twenty-four (24) months and returning from said leave, shall not be considered to have broken continuous service.

**ARTICLE 8
REDUCTION IN FORCE AND RECALL**

- A. It is the intent of the parties that work force reductions shall be governed by state law and the rules and regulations of the City of Salem Municipal Civil Service Commission, not inconsistent with state law. Appeals of such actions shall not be subject to the parties' grievance and arbitration procedure contained in this agreement. Appeals shall be processed through the Civil Service Commission.

**ARTICLE 9
WAGES**

Note: There will be a wage reopener on 10/01/2020 with the goal to have the wages set for each year of the contract and be effective starting July 1, 2020. The purpose of the reopener is to evaluate the impact of the global pandemic on the City finances. If agreed to, a lump sum payment will be calculated from July 1, 2020 to the effective date of the set wages. Any lump sum amount agreed to will then be paid in the first full payroll immediately following the set wages referenced above.

All new hires in the Salem Fire Department shall receive a starting wage equal to 65% of the current first (1st) class Fire Fighter wage and shall progress through six (6) steps over a five (5) year period until reaching one-hundred percent (100%) of the current first (1st) class Fire Fighter Wages as follows:

First 6 months:	Probation	65%
Second 6 months:	Probation	70%
After 1 year:	5 th Class Firefighter	75%
After 2 years:	4 th Class Firefighter	80%
After 3 years:	3 rd Class Firefighter	85%
After 4 years:	2 nd Class Firefighter	90%
After 5 years:	1 st Class Firefighter	100%

Bi-Weekly Schedule

RANK	Current Rate	Effective 07/01/2020	Effective 07/01/2021	Effective 07/01/2022
Probation (1 st 6 mos.)	\$1,273.42 \$1,335.82	1,369.22		
Probation (2 nd 6 mos.)	\$1,371.38 \$1,438.57	1,474.54		
5 th Class FF	\$1,469.33 \$1,541.33	1,579.87		
4 th Class FF	\$1,567.28 \$1,644.08	1,685.19		
3 rd Class FF	\$1,665.25 \$1,746.84	1,790.52		
2 nd Class FF	\$1,763.18 \$1,849.57	1,895.81		
1 st Class FF	\$1,959.10 \$2,055.10	2,106.48		
Lt/Inspector	\$2,155.03 \$2,260.61	2,317.13		
Captain	\$2,262.76 \$2,376.64	2,432.99		

- A. Wherever in this contract it is stated that wages are to be paid at an hourly rate, the following formula shall apply:

(Biweekly Base Salary + Biweekly Longevity Pay + Biweekly Educational Certificate Pay)

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- B. Wherever in this contract it is stated that wages are to be paid at a daily rate, the following formula shall apply:

(Biweekly Base Salary + Biweekly Longevity Pay + Biweekly Educational Certificate Pay)

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- C. Retroactive pay shall be paid at a daily rate.
- D. 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.
- E. There shall be a rank differential of ten percent (10%) between Firefighter First Class and Lieutenant/Inspector. There shall be a rank differential of five percent (5%) between Lieutenant/Inspector and Captain. Any bargaining member hired after July 1st, 2014 that attains the rank of Lieutenant/Inspector shall start at a six percent (6%) wage rate differential the first year, an eight percent (8%) wage rate differential the second year and proceed to the ten percent (10%) wage rate at the start of the third year. Any bargaining member hired after July 1st 2014 that attains the rank of Captain shall start at a three percent (3%) wage rate

differential the first year and proceed to the five percent (5%) wage rate at the start of the second year. Any bargaining member hired after July 1st, 2014 that attains the rank of Lieutenant/Inspector prior to reaching first (1st) Class as a Fire Fighter shall progressive to the current first (1st) Fire Fighter wage rate immediately upon promotion. Fire Fighters must have completed thirty-six (36) months as a bargaining member before being eligible to test for the rank of Inspector and/or Lieutenant.

**ARTICLE 10
HAZARDOUS DUTY PAY**

- A. As of August 1, 1991, Hazard Duty Pay has been included in the bi-weekly base salary listed in Article 9.

**ARTICLE 11
LONGEVITY**

- A. Each member of the Union, hired before July 1, 2014, shall be entitled to remuneration in addition to that otherwise provided in accordance with the following schedule.

YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT	YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT
< 5 yrs	\$0.00	15 yrs	\$48.20
5 yrs	\$25.00	16 yrs	\$50.52
6 yrs	\$27.32	17 yrs	\$52.84
7 yrs	\$29.64	18 yrs	\$55.16
8 yrs	\$31.96	19 yrs	\$57.48
9 yrs	\$34.28	20 yrs	\$59.80
10 yrs	\$36.60	21 yrs	\$62.12
11 yrs	\$38.92	22 yrs	\$64.44
12 yrs	\$41.24	23 yrs	\$66.76
13 yrs	\$43.56	24 yrs	\$69.08
14 yrs	\$45.88	25 yrs	\$71.40

- B. Each member of the Union hired after July 1, 2014, shall be entitled to remuneration in addition to that otherwise provided in accordance with the following schedule.

YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT	YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT
< 5 YRS	\$0.00	15 YRS	\$34.85
5 YRS	\$11.62	16 YRS	\$37.17
6 YRS	\$13.94	17 YRS	\$39.49
7 YRS	\$16.26	18 YRS	\$41.82

8 YRS	\$18.59	19 YRS	\$44.14
9 YRS	\$20.91	20 YRS	\$46.46
10 YRS	\$23.23	21 YRS	\$48.79
11 YRS	\$25.55	22 YRS	\$51.11
12 YRS	\$27.88	23 YRS	\$53.43
13 YRS	\$30.20	24 YRS	\$55.76
14 YRS	\$32.52	25 YRS	\$58.08

C. For 26 years and each additional year thereafter, add \$2.32 biweekly per year.

D. Payment shall begin on the first pay succeeding the pay in which the continuous service time requirements are met.

**ARTICLE 12
UNIFORM AND UNIFORM ALLOWANCE**

A. The clothing allowance of all bargaining unit employees shall be as follows:

- 1) First year of contract: Net of \$800.00
- 2) Second year of contract: Net of \$800.00
- 3) Third year of contract: Net of \$800.00

The above listed amounts are for each time period from January 1 through December 31 of the same year. Said payment shall be made before January 15 of each year and shall be for the calendar year in which said payments is made. All probationary employees shall also receive his first full uniform allowance at the same time.

B. Immediately upon the hiring of a probationary employee, the City of Salem shall make a clothing allowance, payable to said employee, at the annual rate divided by the number of days remaining in that same year. Said probationary employee only needs to purchase uniforms equivalent to the monetary amount he receives. If said probationary employee's employment is terminated, then that employee shall be permitted to keep the amount equal to the annual rate divided by the 365 per day that he was employed by the City of Salem, and the difference shall be withheld from said employee's final paycheck.

C. Upon separation from the Salem Fire Department:

- 1. All members of the bargaining unit whose employment is terminated by means other than layoff, that employee shall be permitted to keep the current pro-rated amount (uniform allowance divided by 365) per day that he was employed by the Salem Fire Department for the given calendar year, and the difference shall be withheld from said employee's final paycheck.

2. If an employee is laid off and returns to work within that same calendar year, then no additional uniform allowance need be paid to the employee that year. However, if the employee does not return to work until a subsequent year, then that employee must be paid a uniform allowance pro-rated at the current pro-rate amount for the remainder of the year, and it shall be payable on the first pay after employee returns to work.
- D. The clothing and manner in which it is to be purchased shall be in accordance with established practices on the Salem Fire Department.
 - E. It shall be the responsibility of the Management to furnish the initial issue of three (3) badges (one each for Coat, Shirt, and Cap) and two (2) name bars.
 - F. In the event there are changes in the uniform code, there shall be a one (1) year wear-out period for the previous uniform, with said wear-out period commencing no earlier than on the date the next uniform allowance check is issued. Any changes in uniform shall be issued in the form of a policy change directive.
 - G. If personal property of a member of the bargaining unit is lost, damaged, or destroyed as a result of actions arising out of the members performance of his/her official duties, the City of Salem shall compensate the member for the property, repair the property, or replace the property, with a limit of two hundred dollars (\$200.00) per occurrence. The member must file a report of the incident within twenty-four (24) hours of the loss, destruction or damage. The report shall contain s description of the property, and explanation of how the property was lost, destroyed or damaged, and an estimated cost of repair and/or replacement. Where practical, the property should be available for inspection.

ARTICLE 13
EDUCATIONAL CERTIFICATE BONUS

- A. Each employee covered by this Agreement, who has received state certification in the following classifications, and continues to maintain their state certificate, shall receive an additional amount of pay biweekly as follows:

Emergency Medical Technician	\$15.00
Emergency Medical Technician Intermediate	\$17.00
Paramedic	\$20.00

Effective July 1, 2020 the \$96.00 removed from the above certificate pay will be added to all steps in current base salaries Bi-Weekly Schedule formulas.

- H. Employees shall be limited to payment of one (1) classification.
- I. At a minimum, all members will have an Emergency Medical Technician-Basic certification.

ARTICLE 14
OVERTIME

A. The applicable rates for all overtime purposes shall be calculated as follows:

$$\frac{[(\text{Biweekly Base Salary} + \text{Biweekly Longevity Pay} + \text{Biweekly Education Certificate Pay}) / 80] \times 1.5}{\text{RATE}}$$

B. Employees will have the option of selecting the means of receiving compensation for their overtime.

OPTION 1: The employee may select to be paid monetarily, using the above rates, or

OPTION 2: The employee may select to receive compensatory time, at one and one-half (1-1/2) times the hourly rate for the overtime worked and accumulates such overtime, not to exceed four hundred eighty (480) hours. Any overtime worked in excess of four hundred eighty (480) accumulated hours must be compensated with pay. If overtime compensatory is not used before the end of the calendar year, in which it is earned, employee will have the choice to receive payment or rollover into the new calendar, as long as it does not exceed the maximum of four hundred and eighty hours (480 hours).

Only compensatory time accumulated and unused within an annual period shall be converted into cash. Said period shall commence on the first day 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's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1.

Any member of the bargaining unit, upon severance of employment with the City of Salem, shall be entitled to remuneration in cash for any and all compensatory time accumulated by said employee at the rate of one hundred (100%) of the full amount of the employee's accrued but unused compensatory time.

The use of compensatory time must be requested at least two (2) weeks in advance, except in case of an emergency.

1. "Hold-Over-Pay" shall be paid at the applicable rate of pay for the actual hours worked in excess of the normal shift. Time worked 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 one (1) hour of time.
2. "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. He/she shall be guaranteed at least three (3) hours pay at the applicable rate. When the call-in is in excess of three (3) hours, time worked shall always be rounded up to the next one-half (1/2) hour. It shall be noted that, as per past practice, when the job for which the employee was called in is complete, he shall be dismissed from duty.
3. "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 duty hours, as incidental to his/her duties or City employment. The employee shall receive court pay for all of his time related to that court appearance. There shall be a minimum of three

(3) hours pay for any court appearance as described above. When the witness time is in excess of three (3) hours, time worked shall always be rounded up to the next one-half (1/2) hour.

4. "Attendance at Training Seminars or Classes" When an employee is required to attend training seminars or classes during his/her duty hours, he/she shall be paid the actual hours spent at said training classes, plus travel time to and from the seminar or class, at the applicable rate; however, time worked shall always be rounded up to the next one-half (1/2) hour.
5. "Fill-In Pay" shall be paid to an employee for any time he/she is asked to come in from his/her off duty time to fill in for an absence on a shift so that shift strength can be maintained by Management. There shall 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. Fill-in time shall be distributed by a procedure designated by a majority vote of the membership of Local #283, I.A.F.F., and may be changed only upon expiration of the contract or throughout the term of the agreement if mutually agreed upon by Local 283 and management. The current procedure is designated as Appendix A in this agreement.
6. "Walk-In Pay" shall be paid to an employee for any time he comes to the fire station on his own accord, with the knowledge that one or more emergency vehicles is out of the fire station on an emergency call, or for any time he is asked to stay on duty from his off duty time. There shall be a minimum of one (1) hour of pay for this time, with all time worked in excess of one (1) hour to be rounded up to the next one-half (1/2) hour.

ARTICLE 15 PENSION PICK-UP

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

ARTICLE 16 HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE

- 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 D of this agreement.
1. During the term of this agreement, the City of Salem agrees to pay eighty-eight and one half percent (88.5%) of the cost of the family or single plan and the employee agrees to pay the remaining eleven percent (11.5%) of the family or single plan, twice a month 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.

- B. 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.
- C. 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 (50%) of the employer share, twice a month through payroll deduction, of the difference between family and employee child, or single and employee/spouse. (This excludes spouses who are eligible for Medicare.)

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.

- D. Deductibles - All bargaining members hired before June 30, 2020 will pay a deductible of \$250.00 for Single Coverage and \$500.00 for Family Coverage.

All bargaining members hired after July 1, 2020, will pay a deductible of \$500.00 for Single Coverage and \$1,000.00 for Family Coverage.

- E. Notwithstanding the above provisions which provide for health care coverage, the Union agrees that the Employer may offer Alternative health care plans during the term of this Agreement. Participation by any employee in the alternative health care plan is voluntary.

The terms and conditions of such alternative plans shall be determined by the Employer. The cost and/or terms and conditions of alternative plans shall be at the discretion of the Employer and may be subject to change.

In the event of changes in the cost and/or terms and conditions of an alternative plan, any affected employee may withdraw from the alternative plan and return to the negotiated plan.

- F. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage comparable to the Vision Service Plan, Plan B, and Appendix F.
- G. The City shall pay up to thirty dollars (\$30.00) per month averaged toward dental coverage with coverage comparable to the plan specified in Appendix G. Each member's amount shall be calculated and deducted per pay.

- H. The City agrees to establish a Health Care Cost Containment Committee. The committee will consist of one member of each bargaining unit and (4) members from the administration. The committee will meet on a regular basis with a goal of discussing and attempting to agree upon health care cost containment measures.
- I. All fulltime employees of the City of Salem MUST meet certain core requirements to not only be eligible to continue to participate in the ERHealth program, or any other health program, but most importantly for the City and employees, to receive an annual discount on insurance premiums.

The bargaining members, and their spouses, who do not participate in the preventative care of ERHealth program, by not getting their annual physicals by August 31 annually and/or if the employee fails to meet with the health coach, if required by the ERHealth program, four times by February 28 annually, shall pay the entire increased premium amount.

If by chance the City of Salem does not see an increase in its health insurance premium, the bargaining member, and their spouse, who fails to participate in the preventative care of ERC, by not getting their physical by August 31, and the employee does not meet with the health coach four times, if required by ERHealth program, by February 28, will pay an extra three percent (3%) of their premium, bringing their share to 14.5% or 18.0%.

ARTICLE 17

GYM MEMBERSHIP

- A. As long as the City is accepted into the ERHealth program which provides gym memberships, the gym memberships will be paid through Anthem ERHealth program. If at any time the City is no longer in an Anthem ERHealth program which provides gym memberships, the City agrees to pay up to one hundred (100%) of a gym membership for a bargaining unit member (spouse optional), subject to provisions as follows:
 - 1. Members of the bargaining unit, who wish to join a gym, will pay for a full year's membership up front to qualify for City reimbursement of any dues. The bargaining unit member has the option to choose a gym and a plan of their choice at the gym (including spouse optional), provided that the gym chosen will supply, upon request by the City, a monthly or quarterly usage report by the bargaining unit member (and spouse, if also enrolled).
 - 2. Once the bargaining unit member has submitted a receipt to the Auditor's office for annual membership dues paid; the City will reimburse fifty percent (50%) of the annual gym membership dues as soon as practical.
 - 3. A bargaining unit member (and spouse) who has visited their chosen gym at least twenty six (26) times (each) in the first six (6) months of membership will be reimbursed for the remaining fifty percent (50%) of annual gym dues paid as soon as practical and shall be subject to provisions in section 5.
 - 4. If at the six (6) month mark, the bargaining unit member (and spouse) has not visited

their gym at least twenty-six (26) times (each), the bargaining unit member will not be reimbursed for the second half of gym membership dues and shall be subject to provisions in section 5.

5. If after the second six (6) month mark, the bargaining unit member (and spouse) has not visited their gym a minimum of twenty-six (26) times (each) in the second six months, the bargaining unit member will be notified by the Auditor that they must refund back to the City the fifty percent (50%) of the annual gym membership initially paid. They may choose a six (6) month payroll deduction, or they may pay it back in full. If the bargaining unit member does not submit a choice repaying the City when notified by the Auditor, the City will begin a payroll deduction over a six (6) month period for the full amount of dues paid starting on the next payroll check. The bargaining unit member shall also be subject to the provisions in section 6.
6. Any bargaining unit member who has been required at any time to repay the City for failure to visit the gym of their choice the required number of times, will not be eligible to be paid any dues in advance as provided in sections 2 and 3 above. For any subsequent years gym membership dues to be paid by the City, the bargaining unit member (and spouse) will be required to: (a) obtain and submit usage reports to the City after the first six (6) months of membership which indicates that the bargaining unit member (and spouse) has visited their gym at least twenty-six (26) times (each), and (b) submit the paid annual dues receipt from their gym, at which time the Auditor will reimburse fifty percent (50%) of annual dues, as soon as practical. Payment for the second half dues will also be paid after the bargaining unit member has obtained and submitted to the Auditor a report from their gym that the bargaining unit member (and spouse) has visited their gym at least twenty-six (26) times (each) in the second six (6) months.

ARTICLE 18

GROUP LIFE INSURANCE

- A. The City will provide term life insurance coverage to bargaining unit members in the amount of twenty-five thousand dollars (\$25,000.00). The City shall pay the cost of such life insurance coverage.
- B. All members of the bargaining unit not specifically designated with a bond requirement shall be covered with honesty blanket bond coverage in the amount of ten thousand dollars (\$10,000).

ARTICLE 19 VACATION

- A. Continuous service with the City shall be used for determining vacation entitlement. Any full-time employee of the Salem Fire Department covered by this Agreement shall be entitled to vacation as follows only after said employee has completed one (1) full year of service:

Upon completion of 1 year of continuous service: ----- 5 working days

Upon completion of 6 years of continuous service: ----- 8 working days

Upon completion of 11 years of continuous service: ----- 11 working days

Upon completion of 16 years of continuous service: ----- 12 working days

Upon completion of 20 years of continuous service: ----- 14 working days

Upon completion of 24 years of continuous service: ----- 15 working days

- B. Vacation for all classes of service shall not be cumulative and shall be taken during the year earned, or forfeited, with the exception:

Each employee, with five (5) days of earned vacation time, shall with the approval of the Fire Chief, have the option of carrying over up to two days (48 hours) into the next calendar year and may also receive pay in lieu of vacation for up to two days (48 hours), to be paid at the daily rate.

Each employee with more than five (5) days of earned vacation time, shall with the approval of the Fire Chief, have the option of carrying over up to two days (48 hours) into the next calendar year and may also receive pay in lieu of vacation for up to 5 days (120 hours), to be paid at the daily rate.

- C. In the case of death of a bargaining unit member, payment for unused vacation time shall be paid by the City within thirty (30) days to: a) the surviving spouse; b) any one or more of the children eighteen (18) years of age or older; or c) the father or mother of the deceased employee, with preference being given in the order named.
- D. For the purpose of maintaining efficient and equitable scheduling of vacations, the following procedure shall prevail:
1. All shift transfers shall be made prior to January 15th of any given year, unless necessitated by rank promotions, or to maintain the smooth operation of the department. Said transfers shall be issued, in writing, to each involved employee, no later than November 15th of the preceding year.
 2. Vacation time shall be credited as of January 1 of each year. Employees shall be eligible for the next increment of vacation days as of January 1 of the calendar year in which they become eligible for the next step. Probationary employees will be credited with the appropriate number of hours but will be unable to use those hours until after completion of their probationary period.

3. An employee's first vacation selection shall be made prior to February 1st. This date may be extended with the approval of the Fire Chief.
 4. Vacations shall be selected first by grade, then by time in a grade, and then by seniority of the regular firefighters, as per past practice. Each shift, using these guidelines, shall pick their vacations and holidays, and the number of days to be picked shall be determined by majority vote on each shift.
 5. Vacations shall be posted by February 15 of each year. Any disputes arising from the above procedure shall be settled by the Fire Chief.
 6. With the exception of the Chief, no fire department employee shall choose the same vacation days, for two consecutive years, encompassing the same holiday(s) as his first-round vacation pick.
- E. If any employee of the City gives notice, in writing, to the City Treasurer at least two (2) weeks in advance of his intention to take his vacation, the Treasurer will then authorize the Auditor in writing to pay the employee a maximum of two (2) weeks' vacation in advance. However, such payment shall not exceed the vacation pay to which the employee is entitled for his/her length of service.

ARTICLE 20 HOLIDAYS

- A. The bargaining unit employees shall receive thirteen (13) twenty-four (24) hours days off per calendar year. Three (3) of these days shall compensate for legal holidays of the City of Salem, and ten (10) of these days shall compensate for the mandatory reduction of hours required by the Fair Labor Standards Act. These days shall be credited to each employee on January 1 of each year.
- B. When a new employee is hired, he shall be entitled to a pro-rated number of holidays for the year in which his employment with the City commences. These holidays shall be credited to the newly hired employee on his first day of employment with the City. The following formula shall be used in determining the pro-rated holidays:
- $$[312 \text{ hrs} / 12 \text{ months}] \times \# \text{ of months remaining in year}$$
- C. Said holidays shall be taken so as not to have two (2) bargaining unit members off at once on any said shift.
- D. Any member of the bargaining unit working on Thanksgiving Day and/or Christmas Day shall be allowed one (1) hour off, with compensation.
- E. Holidays may not be carried over from one year to the next.
- F. Members of the bargaining unit recognize and shall be compensated at the rate of one and one-half (1 ½) times their hourly rate of pay for all hours worked on the following said holidays:

New Years Day

Presidents Day

Easter Sunday
Independence Day
Columbus Day
Thanksgiving Day

Memorial Day
Labor Day
Veterans Day
Christmas Day

1. Members working 0000 midnight until 0800 on a recognized holiday shall receive Eight (8) hours of compensation at the rate of one and one-half (1 1/2) times their hourly rate.
 2. Members working 0800 until 0000 midnight on a recognized holiday shall receive sixteen (16) hours of compensation at the rate of one and one-half (1 1/2) times their hourly rate of pay.
- G. Members working any overtime on a designated holiday shall be compensated at a rate of two (2) times their hourly rate of pay for the overtime hours worked.

ARTICLE 21 HOURS OF WORK

- A. It is hereby mutually agreed that the work hours and schedule which constitutes a fifty-three (53) hour work week, averaged on an annual basis, will not be changed, or altered from the effective date of this Agreement. The Management agrees that for the period of this Agreement, the work schedules in the Salem Fire Department shall be scheduled on the basis of three (3) platoons. Each platoon shall work a twenty-four (24) hour workday, followed by a minimum of forty-eight (48) hours off duty.
- B. In order to achieve an averaged fifty-three (53) hour work week, Management shall grant ten (10) twenty-four (24) hour days off per man each year to satisfy the hour reduction, as set forth in Article 19 of this Agreement. Said days shall be credited to each employee on January 1 of each year.
- C. The past practice of reduced workload shall remain in effect on Sundays and Holidays.

ARTICLE 22 SICK LEAVE

- A. All full-time employees covered by this Agreement shall earn sick leave at a rate of 0.06 per hour worked.
- B. An employee who is to be on sick leave shall notify the Chief or its designee of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- C. Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, or for illness, injury or death in the employee's immediate family. Immediate family shall be defined and construed to mean spouse, parents, children, grandparents, siblings, grandchildren, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a

parent (in *loco parentis*). Time off for doctor and dental appointments for employees shall be charged to sick leave. However, such appointments, when possible, shall be scheduled at a time that does not interfere with the employee's work schedule.

- D. Each employee shall be permitted to use one (1) personal day per year which is not charged to his/her sick leave or any other accumulated time and shall still receive regular daily pay for the time off. Employees shall give a minimum of forty-eight (48) hours notice prior to using the personal day. The forty-eight (48) hours notice may be waived by the Chief for valid emergency reasons. Union officers or their designee may collectively use up to three (3) additional days of personal leave charged to sick leave or any compensated leave to their credit to conduct union business.
- E. A doctor's certificate shall be required from a bargaining unit member who misses two (2) or more consecutive workdays.
1. Before an absence may be charged against accumulated sick leave, the Fire Chief will require such proof of illness, injury, or consultation in the form of a written, signed statement. The City also reserves the right to have the employee examined by a licensed practitioner, in the relevant discipline, selected by the Employer to determine the employee's ability to perform the essential functions of his position. The cost of such examination will be paid by the city.
 2. Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.
 3. The City may also require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty be examined by a licensed practitioner, in the relevant discipline, selected by the Employer. The purpose of such examination is to establish that the employee is able to perform the essential functions of his position and that his return to duty will not jeopardize the health and safety of other employees. The cost of such examination will be paid by the City.
- F. 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 accumulated and unused within an annual period. Said period shall commence on the first day 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 desire to convert sick leave no later than the end of the pay period that includes the first day of November. 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.
- G. Any member of the bargaining unit, upon severance of employment with the City of Salem, but not including removal for just cause, or any member who is eligible to receive retirement benefits from the Ohio Police and Fire Pension Fund, by reason of age and length of service, shall be entitled to remuneration in cash for any and all sick leave accumulated by said

employee at twenty-five percent (25%) of the full amount of the employee's accrued but unused sick leave, up to an accumulated maximum of 1280 hours, and such election shall be deemed to eliminate all of the requested sick leave credit accrued by said member at that time. Bargaining unit members who have over 1,000 hours of accumulated sick leave as of July 01, 1996, shall be grandfathered for the remainder of their employment at a remunerated cash rate of fifty percent (50%) of all unused accumulated sick leave.

- H. Said payment for sick leave credit shall be paid by the Auditor of the City of Salem, who shall compute the number of unused sick leave hours and shall, at the option of the employee, either: 1) within thirty (30) days of such separation, retirement, or death, pay said member (or beneficiary, in the event of the death of the member) an amount determined by the following formula; or 2) upon completion of the proper form (see Appendix H), pay to the employee, in equal annual payments for up to five (5) years, an amount also determined by the following formula:

Twenty-five percent (25%) of the employee's unused accrued sick leave hours (1280 hours maximum) times his hourly rate (as defined in Article 9).

- I. If an employee elects to be paid unused sick leave in installments, the first payment shall be made within fifteen (15) days of retirement or severance, and the balance of the payments shall be made by January 15 of each successive year, until paid in full.
- J. If an employee dies while installment payments for unused sick leave remain unpaid, the balance of the unused sick leave payout will be paid to the employee's estate on or before the next pay date following receipt, by the City Auditor, of a certificate of the employee's death. If no estate is established or personal representative appointed within the applicable time, the City Auditor may pay the balance of the unused sick leave payout in accordance with the Statute of Descent and Distribution, O.R.C. 2113.04.

**ARTICLE 23
DUES CHECK-OFF**

- A. Upon receipt of written authorization by the employee, Management shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular monthly dues as fixed by the Union.
- B. The City and the Union agree to comply with the provisions of 4117.09 (C) as it relates to dues check-off.

**ARTICLE 24
RETIREMENT**

- A. Upon retirement, each employee covered by this Agreement who has at least twenty-five (25) years of continuous service with the City of Salem and has not taken in excess of thirty (30) days of sick leave during his years of service, excluding sick leave due to service related injuries, shall receive one (1) day's pay at his/her current rate of pay for every year of service, as a retirement bonus.

ARTICLE 25 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 shall be construed to prevent any individual employee from discussing a problem with the administration and have 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, the grievance shall automatically be appealed to the next step of the grievance procedure. Any grievance not advanced from one step to the next step by the grievant within the time limits of that step, shall be considered dismissed with prejudice.
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 Chief or designee of the Salem Fire Department, within ten (10) calendar days after it has become known, or should have become known, to the employee. The employee may be accompanied by his designated Union representative, if he so requests. The Chief shall be required to meet with the principals in the grievance and render a decision, in writing, to the employee within ten (10) calendar days after it has been presented to him. If the grievance is not resolved, then the grievance may be forwarded to Step 2 of this procedure. If the grievant fails to appeal to the next step within the allotted time, then the grievance shall be dismissed with prejudice. However, if the Chief fails to respond within the ten (10) calendar day limit, then the grievance shall automatically be appealed to the next step of the grievance procedure.

STEP 2:

If the grievance is not resolved at the first step of this procedure, the employee may appeal in writing, to the Safety Director of the City of Salem, within ten (10) calendar days of receiving the Chief's written decision. Within ten (10) calendar days, the Safety Director shall meet with the principals of the grievance. The Safety Director shall then make a decision in the matter, reduce it to writing, and return it to the employee within ten (10) calendar days after the date of said meeting. If the grievance is not resolved, the grievance may then be advanced to Step 3 of this procedure. If the grievance is not advanced to the next step, the grievance shall be waived. However, if the Safety Director fails to respond within

the allotted time permitted, then the grievance shall automatically be appealed to the next step of the grievance procedure.

STEP 3:

If the grievance is not resolved at the second step of this procedure, the employee may appeal in writing, within ten (10) calendar days of receiving the Safety Director's reply, to the Mayor of the City of Salem. The Mayor of the City of Salem shall initiate an investigation of the situation, and within ten (10) calendar days of the receipt of the grievance, unless otherwise agreed and arranged, shall meet with the employee, his Union representatives, (if the employee so wishes), the Safety Director and the Fire Chief. The Mayor, within ten (10) calendar days after the meeting with the employee, shall issue a decision, in writing, to the employee. If the grievance is still considered unresolved, the employee, with the consent of the Executive Board of Local #283, I.A.F.F., may, within ten (10) calendar days, request the grievance be arbitrated. If the grievant fails to advance the grievance to arbitration, then the grievance shall be dismissed with prejudice.

B. Arbitration Proceedings:

1. Any grievance not resolved in the foregoing steps of this Grievance Procedure may, with the approval of the Union, be submitted to arbitration. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of the Agreement, under the Arbitration Rules of the American Arbitration Association (AAA). The AAA shall act as the administrator of the proceedings. The Union shall request that the AAA submit a panel of seven (7) arbitrators to both parties. Such request must be submitted within seven calendar days after the employee, with the consent of the Union, requests that the grievance be arbitrated. Once the AAA submits the panel of arbitrators, the parties shall utilize the alternate strike method, with the Union striking first name, to select an arbitrator. Each party shall have the right to one time each reject and request another list. The Party requesting a list shall be responsible for the cost of such list.
2. The Arbitrator shall be requested to issue a decision not more than thirty (30) days from the hearing date, and shall be final and binding on all parties, and shall be put into effect within twenty (20) days after receipt of the decision.
3. The cost of the services of the Arbitration and the expenses submitted by the arbitrator related to the arbitration proceedings, shall be borne by the losing party. Should the decision if the arbitrator not affirm the position of either party and represent a "split decision," the cost of the arbitration shall be equally borne by the parties. However, expenses relating to the calling of the witnesses or obtaining of dispositions or any other expense associated with such proceeding shall be borne by the parties requesting the same. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.
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 the

representatives and witnesses used in arbitration will be witnesses whose testimony is relevant to the particular matter at issue.

5. The parties hereto agree that the Arbitrator provided for herein may mutually be dispensed with in the event the parties agree on another arbitrator as outlined in Appendix I, the Alternative Method of Selecting an Arbitrator.

ARTICLE 26 SAFETY EQUIPMENT

- A. The City of Salem shall make every effort to be in compliance with all O.S.H.A. safety regulations that apply to the safety of personnel in the Salem Fire Department.
- B. Required safety equipment will be furnished at City expense. Whenever possible, the City will follow the National Fire Prevention Association (NFPA) standards for fire safety equipment.
- C. There shall be, whenever possible, at least one of the following ranked officers of the Salem Fire Department present on all apparatus responding to a “red light and siren” call: a) Chief; b) Captain; C) Lieutenant; d) Inspector.
- D. The highest-ranking officer shall be in charge.
- E. Whenever the manpower drops to a level below four (4) men per shift, the officer in charge, with the prior approval of the Chief, shall contact off duty employees of the Fire Department according to established procedures in this contract under Article X, Fill-In Time and Appendix A, to re-establish the shift strength to four (4) men, including the Chief, if on station.

ARTICLE 27 RULES

- A. Management shall supply Local #283 of the I.A.F.F. and each employee covered under this Agreement with his/her own individual, up-to-date copy of the Rules and Regulations of the Salem Fire Department. The Union shall have the right to furnish copies of said Rules and Regulations, or any part thereof, to the Ohio Association of Professional Fire Fighters, the International Association of Fire Fighters, or the representatives thereof.
- B. Management shall supply Local #283 of the I.A.F.F. and each employee covered under this Agreement with is/her own individual, written copy of all directives and changes in the Rules and Regulations of the Salem Fire Department, and new or amended policies within the Salem Fire Department. Enforcement of any changes in policy or departmental rules shall be effective on each employee only after said employee and Local #283 of the I.A.F.F. have received their own individual copy of said changes. The Union shall have the right to furnish copies of the above documents to the Ohio Association of Professional Fire Fighters, the International Association of Fire Fighters, or the representatives thereof.

- C. Changes or additions to Rules and Regulations promulgated by the City shall be furnished to the representative Local #283 of the I.A.F.F. a minimum of thirty (30) days prior to their implementation except in cases of emergency. Upon a written request by the Union to the Safety Director within twenty-one (21) days of receipt by the Union of the changes or additions, the City will meet and discuss with the Union the proposed changes and additions, and will bargain in good faith with the Union over the effects thereof. No rules or regulations shall be in conflict with the terms of this agreement. The Union may grieve the reasonableness, or the reasonableness of the application of, any rule or regulation promulgated by the City.

ARTICLE 28 PERSONAL VEHICLE USE

- A. If the City requires an employee to use his 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 at the current City rate.

ARTICLE 29 DUTY INJURY

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the Ohio Bureau of Workers' Compensation Laws and the provisions of the Ohio Police and Fire Disability and Pension Fund.
- B. All employees who are injured, or who are involved in an accident during the course of their employment, shall file an accident report as soon as reasonably possible after the accident or upon discovery of the injury on a form furnished by the 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 16 for a period of two (2) years maximum, to any member and his/her family while such a member is on Workers' Compensation Leave.
- E. If an employee claimant is scheduled to work on a date when a Workers' Compensation hearing or administrative appeal from a Workers' Compensation decision is scheduled, and he is unable to change the date of his 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.
- F. All such injured employee leave shall not be counted under the provisions of the Family Medical Leave Act.
- G. During injury on leave, the City shall continue to pay all pension premiums as provided for in this agreement for a maximum period of ninety (90) calendar days.

ARTICLE 30
JOB DESCRIPTIONS

- A. The job descriptions currently in use and part of the existing contract shall remain the same and shall now be known as "Appendix B". This appendix shall remain the same during the life of this contract unless modifications are mutually agreed upon.

ARTICLE 31
COURT LEAVE

- A. The City of Salem shall grant court leave with full pay to any employee covered by this agreement who:
 - 1. Is summoned for jury duty by a court of competent jurisdiction; or
 - 2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, but only where the employee is not a party to the action.
- B. Any compensation or reimbursement for jury duty or for any court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the City Auditor.
- C. Any employee, covered by this agreement, who is appearing before a court or other legally constituted body, in a matter in which he is a party thereof, may be granted, at said employee's option, vacation time or leave of absence without pay. Such instances would include but would not be limited to: criminal or civil cases, traffic court, divorce proceedings, custody hearings, or appearing as parent or guardian of juvenile(s).
- D. An employee covered by this agreement, who is the appellant in any action before the Salem Civil Service Commission, and is in active pay status at the time of the scheduled hearing before the commission, shall be granted court leave with full pay for purposes of attending the hearing.

ARTICLE 32
PERSONNEL FILES AND RECORDS

- A. Any employee may request to see, and will be permitted to examine, his/her personnel file, so long as he does so in the office of the Fire Chief 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, the employee may petition the Fire Chief or Mayor of the City of Salem to have said notation(s) become inactive and not be considered in subsequent discipline, except discharge from employment.
- C. Each employee shall be entitled to copies of all documents kept within his own personnel record, and shall be provided by the Fire Chief, at no cost to the employee.

**ARTICLE 33
OTHER DEDUCTIONS**

- A. In addition to deduction for Union Dues, the City agrees to make the following deductions, requested in writing by a covered employee, from the pay checks of said employee:
1. Credit Union Deduction;
 2. United Way Deduction;
 3. Deferred Compensation Plan;
 4. Cancer/Intensive Care Plans;
 5. Pension Time Purchases;
 6. Any deductions imposed by a court of record, including Mayor's Court;
 7. Any other deductions mutually agreed upon.

**ARTICLE 34
PROMOTIONAL EXAMINATIONS**

- A. Any employee of the Salem Fire Department desiring to take any offered promotional examination within the department must have completed thirty-six (36) months of active service and have thirty-six (36) months of seniority with the Salem Fire Department.
- B. In order to be placed on the promotion list for any rank above first-class firefighter, an individual must obtain a score of at least sixty-five percent (65%), which shall be considered passing.
- C. All passing grades of promotional exams shall be posted in a manner mutually agreed upon by all parties as described below:

Firefighters with thirty-six (36) months of seniority shall be eligible to take Inspector's Exam.

Firefighters with thirty-six (36) months of seniority shall be eligible to take Lieutenants Exam.

Inspector shall be eligible to take Lieutenants Exam.

Inspector with completed six (6) month probation shall be eligible to take the Captain's Exam.

Lieutenants with completed six (6) month probation shall be eligible to take the Captain's Exam.

Captains with completed six (6) month probation shall be eligible to take the Chief's Exam.

If any exam is not complete the test becomes open for the grade below the current position.

ARTICLE 35
EDUCATIONAL PROGRAM AND REIMBURSEMENT

- A. The City shall reimburse each member of the bargaining unit fifty percent (50%) of the cost of tuition and books expended in the pursuit of educational courses related to firefighting and the duties and responsibilities of a firefighter, provided the employee attains at least a grade of "C" in each course taken.. The member shall obtain the prior approval of the Fire Chief. Such approval shall not be unreasonably denied.

ARTICLE 36
MILITARY LEAVE

- A. Military leave shall be granted to all members of the bargaining unit, pursuant to Ohio Revised Code Section 5923.05, and Federal Statutes related to the same.

ARTICLE 37
LABOR-MANAGEMENT COMMITTEE

- A. Continuing a tradition between the City of Salem, and Salem Firefighters Local #283, and in the interest of sound labor-management relations, the parties agree that the Labor-Management Committee will meet at the request of either party for the purpose of discussing and resolving potential problems, and to promote a more harmonious relationship in labor-management co-operation. The meetings will be scheduled at mutually agreed upon times and dates.
- B. The party requesting the meeting shall furnish an agenda at least five (5) calendar days in advance of the scheduled meeting, or a list of the matters to be brought up at the meeting, and the names of those who will be attending. The purpose of the meetings shall be to:
- 1) Discuss the administration of this agreement;
 - 2) Notify the Union of changes made by the City which affect bargaining unit members of the Union;
 - 3) Discuss differences which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed upon by the parties;
 - 4) Disseminate general information of interest to the parties;
 - 5) Discuss ways to improve the delivery of services;
 - 6) Consider and discuss health and safety matters relating to employees.
- C. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, then they shall be convened as soon as possible.

**ARTICLE 38
FAMILY & MEDICAL LEAVE**

- A. The Union adopts the Family and Medical Leave provisions of the policy book of the City of Salem, which shall be in compliance with the Federal Family & Medical Leave Act.

**ARTICLE 39
TEMPORARY LEAVE**

- A. The City of Salem may grant temporary leave without pay for a period not to exceed sixty (60) calendar days, upon the request of a bargaining unit member for a good cause shown. Such request shall not be unreasonably denied by the City but shall be granted at the discretion of the Fire Chief. This leave may only be granted once to an employee for the duration of this contract, and no more than one (1) employee at a time may enjoy this leave unless the City makes exception, which exception shall be within the City's sound discretionary authority. This leave will not be granted if doing so creates overtime that would otherwise be unnecessary.

**ARTICLE 40
DEPARTMENT STAFFING**

- A. The parties agree that during the life of this collective bargaining agreement, if either party requests, they will enter into discussions for the purpose of adding part time staffing to the Salem Fire Department.

For no reason shall the number of full-time members (15) in the bargaining unit be reduced because of the addition of a part-time position.

**ARTICLE 41
LIGHT DUTY**

In case an ill or disabled employee is determined by a physician to be able to serve light duty or limited duty, he shall be allowed to return to work under conditions set by the physician. Duties shall be assigned by the Fire Chief while serving on light duty. Preference shall be given, but not limited to employees injured on duty. Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits agreed to in this contract. During light duty assignment, the employee will be assigned to work a 40-hour work week. Once light duty is started it shall be continued until release back to normal duty. Employees serving on light duty shall not count towards the minimum manning staffing.

ARTICLE 42

DRUG FREE POLICY

SEE APPENDIX L

ARTICLE 43

BEREAVEMENT LEAVE

Each member of the bargaining unit shall be entitled to 1 (1) day of bereavement leave with full pay to attend the funeral of any of the following individuals: spouse, child, stepchild, parent, grandparents, sibling, in-law, or a ward or other person for whom the employee stands in loco parents. Proof of death (i.e., obituary) may be required.

ARTICLE 44

NEW HIRE TRAINING

New hires will complete up to eighty (80) hours of department orientation, equipment familiarization, and training period. This training will be completed in up to two (2) forty (40) hour weeks and be completed prior to being assigned to a shift.

ARTICLE 45

TERM OF AGREEMENT

- A. This agreement shall be effective from July 1, 2020, through June 30, 2023.

- B. The terms and conditions of agreement are hereby executed by signature on this 15th day of September, 2020.

For the City of Salem, Ohio

For the Salem Firefighters
Local #283, IAFF



John C. Berlin, Mayor



Jeff Olinger



Ken Kenst, Service/Safety Director



Robert North

APPENDIX A OVERTIME POLICY

The following overtime policy was adopted by the general membership of Salem Firefighter's Local #283, I.A.F.F., at the regular meeting on May 20, 2008.

1. This policy on the equalization of overtime is meant to attempt, insofar as may be reasonable and/or possible, to make equal the distribution of overtime among the employees of the Salem Fire Department.
2. In all cases of overtime, the employee must be qualified to perform the duties required.
3. Time dealt with by the overtime policy shall only be "fill-in" time.
4. In non-emergency situations, overtime shall be offered in twenty-four (24) hour increments or the number of hours available.
5. If any Fire Department employee is scheduled off for a vacation day or holiday on a day when a fill-in person is deemed necessary, then that employee shall remain in the normal rotation for being offered fill-in time.
6. Three (3) overtime rosters shall be made up and kept current among employees, initially arranged in order of department starting seniority date. The first list will be for twenty-four (24) hour fill-ins, the second fill-in list shall be for sixteen (16) hours up to twenty-four (24) hours fill-in, the third list will be for less than sixteen (16) hours fill-in.
7. The twenty-four (24) and sixteen (16) to twenty-four (24) hours lists shall initially start with the person at the top of the list being first to get called. If that person does not take the fill-in, it moves to the next person down the list and so on until the vacancy is filled. The next time there is fill-in, the person below the member who took the overtime will be the first to be called and the lists will keep rotating as stated.
8. For the less than sixteen (16) hour fill-in list, it will be filled strictly by seniority.
9. On the twenty-four (24) and sixteen (16) to twenty-four (24) fill-in list, if the vacancy that is being filled goes through the entire list of all members it will start at the beginning again, and the member that takes the fill-in will not lose his spot on the list, and will be first the next time there is available fill-in on the list.
10. As soon as the officer in charge has been notified of an employee calling off sick, he shall immediately check the schedule roster of the appropriate work turn, and, if it is determined that a fill-in employee is needed, the officer in charge shall immediately begin the fill-in calling procedure. When the officer in charge is filling the vacancy, he shall give all members adequate time to respond if the situation allows.
11. Fill in shall not be scheduled more than seventy-two (72) hours in advance.

12. In the event a mistake is made, and an employee is offered overtime out of order, the sole remedy shall be that the next overtime assignment is offered to the employee who was missed.
13. If any member in a six (6) month period uses two (2) un-excused sick leave days, that person shall be skipped on his next opportunity for fill-in. If the fill-in goes through the entire list, the member will then be eligible to work the fill-in. After the member loses one opportunity, he will regain his spot on the fill-in list and his six (6) month period will start again.

APPENDIX B JOB DESCRIPTIONS

Position Title:	Firefighter
Qualifications:	<ol style="list-style-type: none"> 1) Demonstrated aptitude and/or abilities for performing the tasks required. 2) Such other qualifications of academic, professional, and personal excellence as may be specified.
Appointed By:	Service/Safety Director
Evaluated By:	Captain
Reports To:	Captain
Terms of Employment:	24 Hours on Duty; 48 Hours off Duty
Position Goal:	To provide the best possible fire protection and safety to the citizens of the City of Salem.
Performance Responsibilities:	<p>The Fire Fighter, in the performance of assigned duties, shall:</p> <ol style="list-style-type: none"> 1.) Respond to fire alarms; 2.) Locate and fight fires; 3.) Set up truck and equipment at fire scenes; 4.) Perform rescues; 5.) Administer first aid; and when necessary provide Basic Life Support at a minimum; 6.) Know proper use of all fire department equipment; 7.) Clean, check, do routine service work and operational testing and make minor repairs to Fire Department vehicles and equipment; 8.) Participate in Fire Department training programs; 9.) Prepare reports; 10.) Perform Fire Department housekeeping duties or any other Fire Department duties assigned by a Fire Department supervisor; 11.) Promote good public relations for the Department and the City.
Emergency Performance Responsibilities:	In the event that the Mayor or City Council declares that an emergency exists, the employee filling this position shall be responsible for any and all duties and responsibilities as assigned, whether or not such duties are within the scope of the employees normal or expected employment.
Position Parameters:	The performance responsibilities, as enumerated herein, are not inclusive and, as written, are meant to be illustrative of the variety of tasks within the performance range expected of the employee filling this position. A change in an employee's job description that changes his working conditions must be mutually agreed to through collective bargaining. Employees shall be responsible for following all written and verbal instructions given by any Fire Department supervisor to which the employees are temporarily or permanently assigned.

APPENDIX B JOB DESCRIPTIONS

Position Title:	Inspector
Qualifications:	1.) Demonstrated aptitude and/or abilities for performing the tasks required. 2.) Such other qualifications of academic, professional, and personal excellence as may be specified.
Appointed By:	Civil Service Commission/Safety Director
Evaluated By:	Chief (for fire inspection duties). Captain (for all other duties).
Reports To:	Captain
Terms of Employment:	24 Hours on Duty; 48 Hours off Duty
Position Goal:	To provide the best possible fire protection and safety to the citizens of the City of Salem.
Performance Responsibilities:	The Inspector, in the performance of assigned duties, shall: 1.) Perform all duties listed in the Fire Fighter's job description; 2.) Take charge of department when assigned or any other duties as assigned or directed; 3.) Inspect public, private, and business locations for fire safety; 4.) Investigate cause of fire; 5.) Investigate suspected cases of arson; 6.) Instruct classes; 7.) Be knowledgeable of laws and codes; 8.) Prepare records and reports; 9.) Know proper use of all fire department equipment and be able to use and train members in the use of all Fire Department equipment.
Emergency Performance Responsibilities:	In the event that the Mayor or City Council declares that an emergency exists, the employee filling this position shall be responsible for any and all duties and responsibilities as assigned, whether or not such duties are within the scope of the employee's normal or expected employment.
Position Parameters:	The performance responsibilities, as enumerated herein, are not inclusive and, as written, are meant to be illustrative of the variety of tasks within the performance range expected of the employee filling this position. A change in an employee's job description that changes his working conditions must be mutually agreed to through collective bargaining. Employees shall be responsible for following all written and verbal instructions given by any Fire Department supervisor to which the employees are temporarily or permanently assigned.

APPENDIX B JOB DESCRIPTIONS

Position Title:	Lieutenant
Qualifications:	1.) Demonstrated aptitude and/or abilities for performing the tasks required. 2.) Such other qualifications of academic, professional, and personal excellence as may be specified.
Appointed By:	Civil Service Commission/Safety Director
Evaluated By/Reports To:	Captain
Terms of Employment:	24 Hours on Duty; 48 Hours off Duty
Position Goal:	To provide the best possible fire protection and safety to the citizens of the City of Salem.
Performance Responsibilities:	The Lieutenant, in the performance of assigned duties, shall: 1.) Perform all duties listed in the Fire Fighter's job description; 2.) Act as secondary supervisor of shift and perform any other duties as assigned by a Fire Department supervisor; 3.) Assign men and equipment at emergency scenes, when in charge of a shift; 4.) Take charge of accident and automobile fires; 5.) Prepare records and reports; 6.) Know proper use of all fire department equipment and be able to use and train members in the use of all Fire Department equipment.
Emergency Performance Responsibilities:	In the event that the Mayor or City Council declares that an emergency exists, the employee filling this position shall be responsible for any and all duties and responsibilities as assigned, whether or not such duties are within the scope of the employee's normal or expected employment.
Position Parameters:	The performance responsibilities, as enumerated herein, are not inclusive and, as written, are meant to be illustrative of the variety of tasks within the performance range expected of the employee filling this position. A change in an employee's job description that changes his working conditions must be mutually agreed to through collective bargaining. Employees shall be responsible for following all written and verbal instructions given by any Fire Department supervisor to which the employees are temporarily or permanently assigned.

**APPENDIX B
JOB DESCRIPTIONS**

Position Title:	Captain
Qualifications:	1) Demonstrated aptitude and/or abilities for performing the tasks required. 2) Such other qualifications of academic, professional, and personal excellence as may be specified.
Appointed By:	Civil Service Commission/Service & Safety Director
Evaluated By:	Chief
Reports To:	Chief
Terms of Employment:	24 Hours on Duty; 48 Hours off Duty
Position Goal:	To provide the best possible fire protection and safety to the citizens of the City of Salem.
Performance Responsibilities:	The Captain, in the performance of assigned duties, shall: 1.) Perform all duties listed in the Fire Fighter's job description; 2.) Supervise shift and perform any other Fire Department duties as assigned; 3.) Evaluate shift and initiate disciplinary action; 4.) Approve vacations and holidays for his shift; 5.) Be knowledgeable of laws and codes; 6.) Know proper use of all fire department equipment and be able to use and train members in the use of all Fire Department equipment. 7.) Plan and conduct training programs; 8.) Assign men and equipment at emergency scene; 9.) Investigate cause of fires; 10.) Order parts and supplies; 11.) Prepare records and reports; 12.) Assign men and supervise housekeeping duties at the station.
Emergency Performance Responsibilities:	In the event that the Mayor or City Council declares that an emergency exists, the employee filling this position shall be responsible for any and all duties and responsibilities as assigned, whether or not such duties are within the scope of the employee's normal or expected employment.
Position Parameters:	The performance responsibilities, as enumerated herein, are not inclusive and, as written, are meant to be illustrative of the variety of tasks within the performance range expected of the employee filling this position. A change in an employee's job description that changes his working conditions must be mutually agreed to through collective bargaining. Employees shall be responsible for following all written and verbal instructions given by any Fire Department supervisor to which the employees are temporarily or permanently assigned.

APPENDIX C --- PERFORMANCE EVALUATION

Salem Fire Department Employee Performance Review Form

Employee:

Date:

Attendance Record: Sick Days _____

Performance Rating

(4 = Outstanding, 3 = Satisfactory, 2 = Needs improvement
1 = unsatisfactory)

Does the employee follow orders as directed? 1 2 3 4

Can the employee properly identify, locate, and use
equipment? 1 2 3 4

Does the employee ask questions when he does not
understand how to do the job? 1 2 3 4

Does the employee operate vehicles safely and correctly? 1 2 3 4

Are the safety rules and policies adhered to? 1 2 3 4

Does the employee perform daily routine assignments
without being directed? 1 2 3 4

Is the employee courteous when dealing with other workers? 1 2 3 4

Is the employee courteous to the public? 1 2 3 4

Is the employee in the proper uniform with a
neat and clean appearance? 1 2 3 4

Does the employee participate in training and have
acceptable hours? Hours _____ 1 2 3 4

Does the employee adhere to policy and procedures and
daily work assignments? 1 2 3 4

Is the employee ready for work immediately following the
start of the shift with gear and equipment? 1 2 3 4

Employee's work attitude 1 2 3 4

Is personal safety equipment maintained and worn properly? 1 2 3 4

Does the quality of work meet the organization standard? 1 2 3 4

Employee Evaluation Review Form

Supervisor's comments:

I have personally reviewed and explained this Evaluation Form to the employee

Signature _____ Date ____ / ____ / ____

Employee's Comments:

I have read and understand the Evaluation Form

Signature _____ Date ____ / ____ / ____

APPENDIX D HOSPITALIZATION BENEFITS HIGHLIGHTS



Your summary of benefits

Anthem® BlueCross and BlueShield

Your Plan: Anthem Blue Access ERHealth PPO HSA (with Copay) Option E1 with Rx Option T8

Your Network: Blue Access

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

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 Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,800 person / \$5,600 family	\$8,400 person / \$16,800 family
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,500 person / \$7,000 family	\$10,500 person / \$21,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services Primary Care Visit to treat an injury or illness <i>When Allergy injections are billed separately by network providers, the member is responsible for \$10 copay after deductible is met. When billed as part of an office visit, there is no additional cost to the member for the injection.</i>	\$30 copay per visit after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit <i>When Allergy injections are billed separately by network providers, the member is responsible for \$10 copay after deductible is met. When billed as</i>	\$60 copay per visit after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>part of an office visit, there is no additional cost to the member for the injection.</i>		
Prenatal and Post-natal Care <i>In-Network preventive prenatal services are covered at 100%.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits:		
Retail Health Clinic	\$30 copay per visit after deductible is met	30% coinsurance after deductible is met
Preferred On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>	\$10 copay per visit after deductible is met	30% coinsurance after deductible is met
Other Participating Provider On-line Visit <i>Includes Mental/Behavioral Health and Substance Abuse</i>	\$30 copay per visit after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i>	\$60 copay per visit after deductible is met	30% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy Performed by a Primary Care Physician	\$30 copay per visit after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy Performed by a Specialist	\$60 copay per visit after deductible is met	30% coinsurance after deductible is met
Dialysis/Hemodialysis	\$60 copay per visit after deductible is met	30% coinsurance after deductible is met

APPENDIX E
SPOUSE STATEMENT OF HEALTH INSURANCE

CITY OF SALEM SPOUSE ELIGIBILITY FORM
SPOUSE STATEMENT OF HEALTH INSURANCE

Because health insurance is growing increasingly more expensive, companies such as ours are searching for ways to continue to offer affordable healthcare benefits. We are now encouraging spouses to take coverage through their own places of employment, if it is available to them.

If your spouse has access to his/her own benefits through his/her own employer, but elects our plan as his/her primary coverage, you will be required to pay an additional premium of fifty percent (50%) of the employer share of the difference between family and employee child, or single and employee spouse. (This excludes spouses who are eligible for Medicare).

I understand that any information provided on this statement that is found to be false, incomplete or misrepresented in any respect, may result in immediate disciplinary action.

Employee name (Print) Employee Signature Date

<input type="checkbox"/> I am currently not employed.		
<input type="checkbox"/> I am currently covered by insurance through my employer.		
<input type="checkbox"/> I am eligible for coverage through my employer, but waive that coverage.		
<input type="checkbox"/> My employer does not offer coverage.		
<input type="checkbox"/> I am enrolled in Medicare.		
<input type="checkbox"/> I am not employed, or an employed but do not meet the hourly requirements for benefits.		
Spouse's employer: _____		Employer Contact: _____
Employer Contact Phone Number: _____		
Open enrolment period for my employer's group plan benefits: _____		Date
_____ Spouse's Name (Print)	_____ Spouse's Signature	_____ Date

APPENDIX F OPTICAL INSURANCE

City of Salem

PROPOSED BLUE VIEW VISION PLAN DESIGN

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>	<ul style="list-style-type: none"> • Transitions lenses (Adults) \$75 • Standard Polycarbonate (Adults) \$40 • Tint (Solid and Gradient) \$15 • UV Coating \$15 • Progressive Lenses <ul style="list-style-type: none"> • Standard \$65 • Premium Tier 1 \$85 • Premium Tier 2 \$95 • Premium Tier 3 \$110 • Anti-Reflective Coating <ul style="list-style-type: none"> • 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>	<ul style="list-style-type: none"> • 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>	<ul style="list-style-type: none"> • 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

APPENDIX G DENTAL INSURANCE

**Your Summary of Benefits
City of Salem
Anthem Dental Complete**



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:	Waiting Period
Diagnostic and Preventive Services * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 1X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance	No Waiting Period
Basic Services * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Endodontics * Root Canal		80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontics * Scaling and root planing		80% Coinsurance	80% Coinsurance	No Waiting Period
Oral Surgery * Surgical Extractions		80% Coinsurance	80% Coinsurance	No Waiting Period
Major Services * Crowns		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthetic Services * Dentures * Bridges * Dental implants Not Covered		50% Coinsurance	50% Coinsurance	No Waiting Period
Prosthetic Repairs/Adjustments		50% Coinsurance	50% Coinsurance	No Waiting Period
Orthodontic Services * Dependent Children Only*		50% Coinsurance	50% Coinsurance	No Waiting Periods

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.

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Unit 2 – Basic procedures

- Periodontal prophylaxis - if three months have elapsed after active surgical periodontal treatment; subject to routine

APPENDIX H

BASIC GROUP TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT

SECTION 1 - SCHEDULE OF BENEFITS **BASIC INSURANCE**

CLASS 001

CLASSIFICATION:

All Eligible Full-Time Employees excluding AFSCME Union Employees

LIFE AMOUNT:

\$25,000

AD&D PRINCIPAL SUM:

\$25,000

ACCELERATED LIFE BENEFIT (ALB): You may request payment of 25%, 50% or 75% of the Life Amount shown above. This benefit is available on a Life Amount of \$10,000 or more. The maximum payment is limited to 25%, 50% or 75% of the Life Amount shown above or \$18,750, whichever is less. See Section 13.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT: This benefit is included in this certificate. See Section 12.

ADDITIONAL ACCIDENTAL DEATH BENEFITS:

SEAT BELT BENEFIT: This benefit is included in this certificate. See Section 12A.

AIR BAG BENEFIT: This benefit is included in this certificate. See Section 12B.

REPATRIATION BENEFIT: This benefit is included in this certificate. See Section 12C.

CHILD HIGHER EDUCATION EXPENSE BENEFIT: This benefit is included in this certificate. See Section 12D.

CHILD CARE BENEFIT: This benefit is included in this certificate. See Section 12E.

ANNUAL BASE SALARY: Annual Base Salary with no Commissions or Bonuses. Annual Base Salary excludes overtime.

CHANGES IN INSURANCE COVERAGE: First of the Month. See Section 6.

CONTRIBUTIONS: Employee premium contributions are not required. See Section 4.

ELIGIBILITY: Immediate. See Section 3.

FULL-TIME EMPLOYEE REQUIREMENT: 30 hours or more per week. See Section 2, Definitions - Employee, and Section 3, Eligibility.

GC 2510.2

SECTION 1 - SCHEDULE OF BENEFITS

**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 001

GUARANTEED ISSUE AMOUNT: \$25,000. Any amount of coverage for which You request greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 4, Individual Effective Date.

INDIVIDUAL EFFECTIVE DATE: Immediate. See Section 4.

INDIVIDUAL REINSTATEMENTS: Immediate. See Section 11.

INDIVIDUAL TERMINATIONS: End of the Month. See Section 9.

REDUCTIONS: Upon attainment of the age 65, the Life Amount and AD&D Principal Sum will reduce by 35%. Upon attainment of the age 70, the Life Amount and AD&D Principal Sum will reduce by 50% of the original amount.

Reductions will be based upon the Life Amount prior to the payment of any Accelerated Life Benefit.

TERMINATIONS: Terminations are governed by the Individual Terminations Section. See Section 9.

TOTAL DISABILITY: The definition for Total Disability and Totally Disabled included in this certificate is the standard any occupation definition. See Section 2.

WAITING PERIOD for Present Employees hired before the policy effective date: Immediately following 0 days. See Eligibility Section 3.

WAITING PERIOD for New Employees hired on or after the policy effective date: Immediately following 0 days. See Eligibility Section 3.

WAIVER OF PREMIUM FOR TOTAL DISABILITY: This benefit is included in this certificate. Reductions are applicable to this benefit. See Section 8.

GC 2510.2

SECTION 1 - SCHEDULE OF BENEFITS

APPENDIX I
AUTHORIZATION FOR UNION DUES DEDUCTION

Name: _____

Grade: _____

TO THE CITY OF SALEM, OHIO:

I hereby authorize the City of Salem, Ohio to deduct the sum of \$_____ from my wages each month for dues in the Salem Fire Fighters Local #283, I.A.F.F., effective the ____ day of _____, 20__.

I understand that this authorization can only be revoked by submitting a request in writing to the City of Salem and to the Union, Salem Fire Fighters Local #283, as provided by statute.

I also hereby authorize the City of Salem, Ohio to accept and honor the written requests of Salem Fire Fighters Local #283, I.A.F.F., signed by the President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

DATE: _____

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

WITNESS: _____

APPENDIX K
ALTERNATIVE METHOD OF SELECTING AN ARBITRATOR

The purpose of this side letter is to clarify the procedure that the parties agree to follow when they attempt to mutually select and arbitrator as outlined in Article 24, Section (B) (5) of the agreement.

1. Each party will prepare a list of seven (7) arbitrators and will present such list to the other party.
2. If there is more than one (1) name which appears on both lists, the parties will select the arbitrator from those names which appear on both lists through the use of the alternative strike method. If there is only one (1) name that appears on both lists, such person shall be considered the arbitrator.
3. If the above procedure fails to produce an arbitrator, each party will prepare a second list and will repeat the procedure. If the above procedure fails a second time, the parties will abandon their attempt to mutually select an arbitrator.

APPENDIX L



APPENDICES AND FORMS

for

CITY OF SALEM'S DRUG-FREE (SUBSTANCE-FREE) WORKPLACE PROGRAM

Specifications as of August 18, 2017

Program Implementation as of October 1, 2017

WORKING PARTNERS SYSTEMS, INC.

7895 Dove Parkway

Canal Winchester, Ohio 43110

Phone: 614-337-8200

Fax: 614-337-0800

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Version 04/17

Appendices & Forms (DFWCI)

INTRODUCTION

Dee Mason and Working Partners Systems, Inc. have prepared these materials - including the sample policy and appendices - to assist businesses and public entities in their efforts to maintain a drug and alcohol-free workplace. We feel you will find these materials useful and state-of-the-art for addressing workplace substance abuse issues. Thank you for the opportunity to help your organization!

Disclaimer of Warranty

Dee Mason and Working Partners Systems, Inc. make no warranties or representations, expressed or implied, with respect to these materials or their quality, performance, accuracy, interpretations, merchantability or fitness for any particular purpose. They are delivered to you "as is". You maintain complete legal responsibility for the appropriate content and application of the materials, and it is your responsibility to ensure that the materials are used in accordance with any applicable federal, state or local laws.

Obtain Further Input

Dee Mason and Working Partners Systems, Inc. emphasize the importance of having your organization consult experienced and qualified attorneys, accountants, medical advisors, third-party consultants and other business professionals to assure the best results for organizing and building your business and for attempting to achieve a drug and alcohol free workplace. Dee Mason and Working Partners Systems, Inc. are not engaged in rendering any legal, accounting or medical advice or service upon which you can or should rely.

Limitation of Liability

In no event shall Dee Mason and Working Partners Systems, Inc. assume any duty to defend, indemnify, hold harmless or otherwise be held responsible or liable for any indirect, direct, incidental, special or consequential damages, costs or attorney's fees resulting from or related to the use or misuse of these materials. This is true even if Dee Mason and Working Partners Systems, Inc. have been advised, know or should be aware of your intended use of these materials or the possibility of such liability or damages.

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APPENDIX A

APPENDIX A - LIST OF SAFETY-SENSITIVE FUNCTIONS and POSITIONS

Safety-Sensitive Functions - By their nature, it is deemed by the City that these work *activities* or “functions” carry higher risk to the employee, co-workers, customers or the general public. These functions meet the safety-sensitive criteria, “activities wherein a momentary lapse in attention could cause physical injury and/or death.”

- While at or in a safety-sensitive environment
- While working with or handling potentially hazardous/combustible materials
- While driving a vehicle on behalf of the City
- While operating motorized equipment
- While operating power tools, equipment or machinery
- While working with electrical wiring or current
- While lifting weight greater than 50 pounds
- While working at a height of greater than 12 feet

Safety-Sensitive Positions - A position wherein seventy-five to one hundred percent of the work activities of the position satisfy the definition above.

- Dispatchers
- Firefighters
- Street Department Personnel
- Traffic & Safety Personnel
- Police
- Electrician
- Housing Inspectors
- Zoning Personnel
- Janitor
- Crossing Guards
- Animal Control Personnel
- Sanitarian Personnel
- Health Commissioner
- Parks Department Personnel
- Lifeguards
- Lake Attendant
- Utility Department Personnel
- Water Department Personnel

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APPENDIX C

APPENDIX C - GUIDELINES FOR EMPLOYEE REFERRAL TO DRUG/ALCOHOL TESTING BASED ON REASONABLE SUSPICION

The City's supervisors and/or managers ("supervisors") must be alert to declining job performance, inappropriate behavior and other symptoms of possible substance abuse. Whenever a supervisor has reasonable suspicion to believe substance abuse may be causing an employee's performance or behavior problems, consider the following guidelines:

- A) Document in writing all circumstances, information and facts leading to and supporting your suspicion. Include dates and times of unsatisfactory performance or questionable behavior, any reliable/credible sources of information and any objective evidence giving rise to the suspicion. Apply **Form D-3, Reasonable Suspicion Observation Checklist**.
- B) In those cases where the supervisor and/or witness determines that the employee's performance and/or behavior raises a safety issue or a potential threat of harm to him/her or others, the employee should be immediately removed from the work area to secure safety.
- C) Review the City's Drug-Free Workplace Program ("DFWP") policy document to assess what type of program violation has occurred.
- D) The supervisor should attempt to contact the Program Administrator (or designee or another trained supervisor who has experience with such behavior/situations) to confer regarding what type of a violation of the City's DFWP has occurred, what corrective action should be imposed and whether drug and/or alcohol testing is necessary and/or should be required.

Attempt to obtain such input before referral of the employee for testing.

- E) If no referral to testing will occur, the supervisor and witness(es) (where feasible) and union representative (where appropriate and time permits) should communicate to the employee what corrective action will be imposed. This communication should occur in a private, confidential setting. They should discuss with the employee items listed under (G) of this document.
- F) Once a determination has been made to refer the employee for testing, the Program Administrator or Designee should:
 - 1) notify the collection facility that an employee is being sent for testing and question whether a qualifying Evidential Breath Technology (EBT) is available. (The supervisor should confirm where qualifying EBT testing for alcohol will occur or arrange for a blood-alcohol collection.) Further, the collection facility should be instructed to notify the supervisor and/or appropriate City representative when collection procedures are completed; and
 - 2) when appropriate, make arrangements to transport the employee to the collection site for the drug and/or alcohol test and to home or back to the City following the collection process; and
 - 3) ready a copy of the *Drug-Free Program Testing Consent Form (Form D-2)* if the employee does not already have a signed copy in his/her personnel file (or when unsure); and
 - 4) prepare any necessary paperwork (i.e. *Drug/Alcohol Testing Collection Site Instruction Form [Form D-4]* for the employee to take or to be faxed ahead to the collection site); and
 - 5) within 24 hours, notify any other City authority who has a "need to know" if otherwise not notified.

NOTE: For the safety of the employee, other employees, and the general public, steps should be taken to attempt to ensure that the employee in question does not drive a vehicle. If the employee refuses assistance with transportation, inform the employee that it will be considered a violation of this DFWP and he/she will be subject to corrective action, up to and including termination. Further, inform the employee that law enforcement officials will be called and notified of the employee's license plate if he/she drives. If the employee drives off the City premises, the Program Administrator/Designee will call local law enforcement explaining the situation and providing the employee's license plate number. Ultimately however, it is the employee's choice whether to accept City-provided transportation.

G) In a confidential manner and in a private location, the supervisor and witness(es) and union representative (where appropriate and when available and when time allows) should discuss with the employee:

- the facts and instances of questionable performance and/or behavior;
- whether the employee is required to go for a reasonable suspicion test; and
- what will be the employee's work status following specimen collection (on or off the job, with or without pay).

Either the individual who was contacted and conferred with above in (D) or another trained supervisor should serve as a witness to the discussion, (where feasible), along with a union representative (where appropriate and when available and if time permits).

H) Escort the employee to the waiting transportation and receive notice from the collection site when the employee has completed the collection process. The supervisor should officially acknowledge the employee's time off-the-clock to begin at the completion of the employee's required time at the collection site.

I) In those cases where a supervisor discovers an employee possessing what appears to be an illicit drug or alcohol, he/she should:

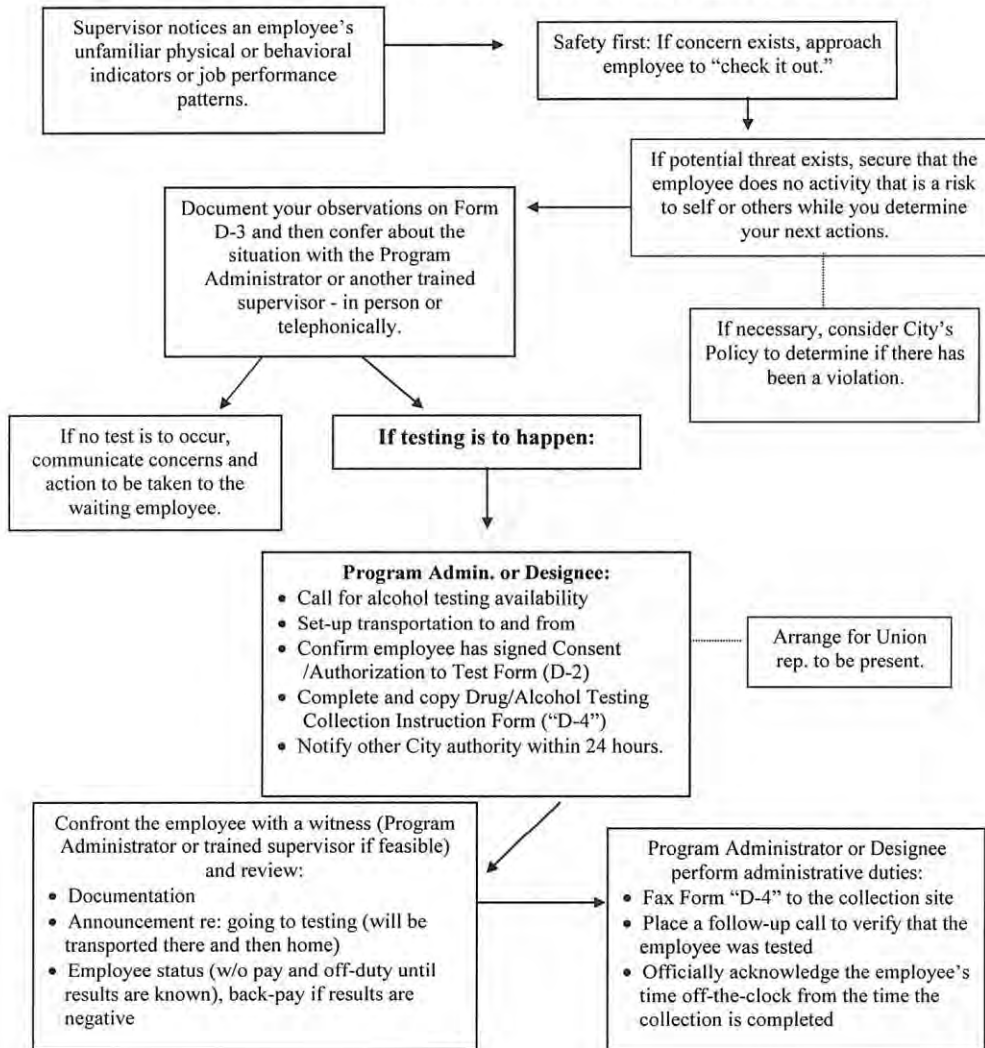
- 1) ask to confiscate the substance and any related paraphernalia (handle as little as possible, if possible wear gloves). If the employee refuses to cooperate, local law enforcement officials can be called.
- 2) wrap any confiscated substance and related paraphernalia in any available clean material (e.g. paper towel, copier paper, handkerchief) and keep the package in a locked and secure place where it cannot be tampered with.
- 3) if not right away, as soon as possible, put the still-wrapped materials into a large envelope, seal the envelope completely, write his/her initials *over* the seal of the envelope in several places, write the employee's name on the envelope, and the date at the top of the envelope.
- 4) turn over the envelope as soon as possible to the City's Human Resources Manager or his/her designee. That person will then become responsible for turning it over to local law enforcement officials. The supervisor and the Human Resources Manager should witness and document when and to whom from local law enforcement the envelope was turned over.

NOTE: The Program Administrator/Designee should be called immediately if any unattended substance that appears to be an illicit drug or paraphernalia is discovered. He/She in turn will call law enforcement authorities and assist in their confiscation of the substance(s).

**REMEMBER TO
DOCUMENT! DOCUMENT! DOCUMENT!**

APPENDIX C-1

APPENDIX C-1 - REASONABLE SUSPICION TESTING: STEPS FOR REFERRAL



FORM D-2 – DRUG-FREE PROGRAM TESTING CONSENT/AUTHORIZATION FORM

I understand that the Drug-Free Workplace Program establishes conditions under which I may be required to provide a urine, breath, saliva and/or blood sample for drug and/or alcohol testing. Should this occur, I hereby consent to such testing. I further authorize the testing laboratory to release my test results to designated managers and/or the outside reviewing agent(s) chosen by the City.

Although contractual guidelines or collective bargaining agreements may provide other limitations, I am here informed of the limitations associated with Federal health care privacy rules. That is, if the person or entity who receives my protected health information is not covered by the Federal health care privacy regulations, my personal health information that was disclosed will no longer be protected and may be re-disclosed to another person or entity according to the Federal health care privacy rules.

Should there be a positive test result, I understand that I may be given the opportunity to explain and give information about the drugs found to be in my system to a Medical Review Officer (“MRO”). This MRO may ask me to provide, and I agree to provide, information about any legal non-prescription drugs and other drugs for which I have a prescription that I take routinely or have taken within the last thirty (30) days.

I understand that:

- any communication I may have with the collection site personnel, testing laboratories or MRO does not create or imply any form of doctor/patient relationship.
- the testing laboratory and the MRO referenced herein may receive compensation for providing the test results to my employer.
- I may inspect or copy the information disclosed under this authorization and that such information may be automatically provided to me but at a minimum, will also be provided to me by City of Salem upon my written request.
- if I am terminated as a result of a violation of this Program, my termination will be deemed “misconduct - rule violation” and may affect my ability to receive unemployment benefits.
- my refusal to have a post-accident test or if my post-accident test is positive as defined by this Program, my right to receive workers’ compensation benefits for any injuries sustained in that accident may be negatively affected.

I also understand and agree that I must sign this Consent and Authorization as a condition of my employment or participation on a City of Salem job. My refusal to sign it may be a basis for being denied access to, being barred, being asked to leave immediately from the workplace or the job, and may include termination of my employment.

On the other hand, my refusal to sign this Authorization will not affect my ability to obtain health care treatment from the testing laboratory (if applicable), payment for this treatment, or my ability to enroll in a health care plan or be eligible for health care plan benefits. I understand that I have the right to revoke this authorization at any time, in writing, by notifying Privacy Officer of the testing laboratory referenced above, except to the extent that the testing laboratory has taken action in reliance upon the authorization. This authorization expires when my employment with City of Salem or the City of Salem job for which this Consent is being applied ends.

Employee – Name	Employee – Signature	Date
-----------------	----------------------	------

Witness – Name	Witness – Signature	Date
----------------	---------------------	------

Parent’s or Guardian’s (for employees under 18 years of age)

FORM D-3 - REASONABLE SUSPICION OBSERVATION CHECKLIST

STRICTLY CONFIDENTIAL

Location and Address	
Employee	
Name/Telephone - Supervisor	
Name of City Witness	
Union Representative (If Applicable)	

DIRECTIONS

- Complete this checklist when an incident has occurred that provides reasonable suspicion that an employee is in violation of the City's Drug-Free Workplace Program.
- Check each indicator that leads you to believe that the employee is in violation of the City's program.
- Specify date(s) of observation(s) and indicate who else witnessed the incident (if applicable).
- List any additional behaviors/circumstances not included on the checklist.

A. PHYSICAL INDICATORS - (Check and Date all that apply)

INDICATOR	DATE (S), WITNESSES (if appropriate)
OVERALL	
<input type="checkbox"/> disheveled appearance	
<input type="checkbox"/> drastic changes in appearance after breaks	
SKIN	
<input type="checkbox"/> unusually pale	
<input type="checkbox"/> unusually flushed	
<input type="checkbox"/> sores or needle marks	
ODOR	
<input type="checkbox"/> smell of alcohol	
<input type="checkbox"/> smell of illegal drugs	
EYES	
<input type="checkbox"/> bloodshot	
<input type="checkbox"/> dilated pupils	
<input type="checkbox"/> pinpoint pupils	
<input type="checkbox"/> blank stare/expression	
<input type="checkbox"/> sunglasses worn at inappropriate times	
NOSE/MOUTH	
<input type="checkbox"/> dry mouth	
<input type="checkbox"/> excessive yawning	
<input type="checkbox"/> difficulty/irregular breathing/swallowing	
<input type="checkbox"/> unusual sneezing/congestion	
MOTOR SKILLS	
<input type="checkbox"/> swaying, staggering, falling	
WALKING AND TURNING	
<input type="checkbox"/> swaying, arms raised for support, stumbling, falling, reaching for support	
MISCELLANEOUS	
<input type="checkbox"/> shaking, trembling, twitching	
<input type="checkbox"/> excessive perspiration	
<input type="checkbox"/> other – explain	

B. BEHAVIORAL INDICATORS - (Check and Date all that apply)

INDICATOR	DATE(S)
MOOD	
<input type="checkbox"/> verbally abusive	
<input type="checkbox"/> physically abusive	
<input type="checkbox"/> extremely aggressive	
<input type="checkbox"/> belligerent	
<input type="checkbox"/> giddy	
<input type="checkbox"/> moody	
SPEECH	
<input type="checkbox"/> slurred	
<input type="checkbox"/> fragmented	
<input type="checkbox"/> changes in volume	
<input type="checkbox"/> changes in speed	
FOCUS	
<input type="checkbox"/> appears disoriented	
<input type="checkbox"/> unable to focus on work	
COOPERATION	
<input type="checkbox"/> resistive	
<input type="checkbox"/> insubordinate	
MISCELLANEOUS	
<input type="checkbox"/> confession about alcohol/drug use	
<input type="checkbox"/> report of use from another employee	
<input type="checkbox"/> possession of substance looking like drug	
<input type="checkbox"/> possession of drug paraphernalia	
<input type="checkbox"/> changes in energy level	

C. JOB PERFORMANCE PATTERNS - (Check and Date all that Apply)

INDICATOR	DATE (S), WITNESSES (if appropriate)
ABSENTEEISM	
<input type="checkbox"/> multiple unauthorized leaves	
<input type="checkbox"/> excessive sick leaves	
<input type="checkbox"/> frequent Monday/Friday, after pay-day, after holiday absences	
<input type="checkbox"/> excessive tardiness	
<input type="checkbox"/> leaving work early	
<input type="checkbox"/> unbelievable excuses for absences	
<input type="checkbox"/> frequent, unscheduled short absences	
ON-THE-JOB ABSENTEEISM	
<input type="checkbox"/> continued absences from work site	
<input type="checkbox"/> long coffee or smoking breaks	
<input type="checkbox"/> physical illness on the job	
<input type="checkbox"/> frequent trips to the bathroom	
<input type="checkbox"/> sleeping or dozing on the job	
HIGH ACCIDENT RATE	
<input type="checkbox"/> accidents on the job	
<input type="checkbox"/> accidents off the job (affecting performance)	
DIFFICULTY CONCENTRATING	
<input type="checkbox"/> work requires greater effort	
<input type="checkbox"/> job takes more time	
CONFUSION	
<input type="checkbox"/> difficulty recalling instruction/directions	
<input type="checkbox"/> difficulty handling complex tasks	
<input type="checkbox"/> difficulty recalling own mistakes	
SPASMODIC WORK PATTERNS	
<input type="checkbox"/> alternate periods of high/low productivity	
<input type="checkbox"/> submission of incomplete reports/data	
MOTIVATION	
<input type="checkbox"/> appears less committed to the job	
<input type="checkbox"/> appears unconcerned about quantity/quality	
<input type="checkbox"/> frequently expresses job dissatisfaction	
REDUCED JOB KNOWLEDGE/ TECHNICAL SKILLS	
<input type="checkbox"/> does not know work tasks	
<input type="checkbox"/> frequently needs instruction	
<input type="checkbox"/> does not use equipment properly	
<input type="checkbox"/> unable to work independently	
POOR RELATIONSHIPS ON THE JOB	
<input type="checkbox"/> overreacts to real/imagined criticism	
<input type="checkbox"/> wide mood swings	
<input type="checkbox"/> borrows money from co-workers	
<input type="checkbox"/> unreasonable resentments	
<input type="checkbox"/> unable to work with others	
<input type="checkbox"/> complaints from/about co-workers	
<input type="checkbox"/> avoids professional activities/trainings	

ADDITIONAL OBSERVATIONS/CIRCUMSTANCES AND ACTIONS TAKEN (use additional sheets as needed):

Signature - Supervisor #1

Date

Signature - Witness

Date

FORM D-6 - POST ACCIDENT CERTIFICATE OF FITNESS TO RETURN TO DUTY

As required in the City's Drug-Free Workplace Program, I have undergone drug and/or alcohol testing following an accident and am awaiting the results.

I certify that I currently am not suffering any adverse effects from alcohol or any other drugs that would impair my behavior or ability to perform the duties and responsibilities of my job safely and satisfactorily.

I realize that if the results of my post-accident alcohol and/or drug test are positive, I will be found in violation of this program from the time of the accident and administration of the post-accident test and will be subject to "Consequences for violations of program (Corrective Action)" guideline requirements.

Employee – Name Employee – Signature Date

City Representative – Name City Representative – Signature Date

FORM D-7 – ASSISTANCE AGREEMENT
(Contingent Participation / Treatment Assistance Agreement)

On this _____ day of _____, _____, the City and _____ (also referred to herein as "I") agree that that in lieu of the City terminating my employment, I agree to and will comply with the terms and conditions put forth in this agreement. This includes, my acknowledgement that I have sought or will be seeking a chemical dependency assessment, a referral to and/or treatment for alcohol and/or drug abuse. The following conditions will apply:

<input type="checkbox"/> Assessment has been scheduled. Appointment Date: _____ Appointment Time: _____
<input type="checkbox"/> You are to make the appointment and report within 48 hours the following:
Counselor's Name: _____ Telephone Number: _____
Appointment Date: _____ Appointment Time: _____

1. I understand and agree that I have violated the City's Drug-Free Workplace Policy. I authorize the designated representative of City of Salem to share information with the chemical dependency professional about my situation or problem behavior, which may or already has impacted the job.
2. I authorize my assessment/treatment provider to submit to the City's Program Administrator on a regular basis, and at any other time that the City requests, proof of attendance and satisfactory compliance with all required sessions and activities of the program. I understand that my attendance may be monitored closely by the City and that the City may terminate my employment if I do not attend all sessions and meet all requirements of the program.
3. I am responsible for and will pay for all the costs of my assessment/treatment program which are not covered under the City's medical benefits plan, other City-provided services, and/or other medical plan to which I have access.
4. Upon completion of the assessment/treatment program, I agree that I may be asked to supply the City with a statement from my provider that I have completed all aspects of the program in a satisfactory manner.
5. I understand that I cannot return to work until I have presented the City with verifiable documentation from the assistance professional that I may return-to-duty, and I undergo a return-to-duty drug and/or alcohol test and receive a negative result.
6. During the assessment/treatment period and for at least one year following successful completion of the assessment and/or treatment program, I agree and consent to submit to unannounced, "follow-up" testing for illegal drugs and/or alcohol whenever requested to do so by my provider and/or the City. The frequency and period of time during which I will be subject to follow-up testing will be determined with input from a qualified clinical/treatment professional. I further understand and agree that should I test positive on any such test, refuse to submit to any such test, and/or fail to comply with all sample collection and chain of custody procedures related to any such test, I may be subject to immediate termination from employment.
7. I further understand and agree that while employed by the City I must meet all of the City's standards of conduct applicable to other employees, and that the City may terminate me if the City determines that I have failed to do so.

8. I agree that I am and will be held to the same job performance and behavior standards as other employees, and that I further understand and agree that I may be subject to termination if I fail to meet job performance and behavior standards or if I relapse at any time during or after my participation in the assessment/treatment program.

9. Other Terms: _____

10. I further understand that failure to comply with any of the above conditions may result in my immediate discharge, and that nothing in this agreement (except for the City's current decision not to terminate my employment), or any contemporaneous oral or written representations, alters my at-will employment status unless otherwise governed by an applicable collective bargaining agreement(s).

11. I also understand and agree that should the City terminate my employment pursuant to this agreement, I will be eligible for re-hire -- to a position for which I am then qualified and one for which the City is seeking applicants -- *only* if I can demonstrate, to the City's satisfaction, that I have, (1) successfully completed (or am satisfactorily participating in) a qualified drug and/or alcohol assessment and any required treatment, and (2) that I am no longer engaged in the illegal use of drugs, or the use of alcohol in a manner which makes me unqualified for the job for which the City may be seeking applicants. I further understand and agree that should the City re-hire me, I will consent and be subject to whatever continuing drug and/or alcohol testing the City deems appropriate.

I hereby knowingly and voluntarily agree to all of the above conditions. I further authorize my assessment/treatment provider to provide the City with proof of my enrollment, attendance in, and completion of the recommended program. I am also entering into this *Assistance Agreement* of my own free will, after considering its terms, and without duress.

Employee - Name

Employee - Signature

Supervisor/Program Manager - Name

Supervisor/Program Manager - Signature

Program Administrator - Name

Program Administrator - Signature

Union Representative - Name

Union Representative - Signature

**FORM E-4 - VERIFICATION: FITNESS FOR DUTY WHILE USING PRESCRIPTION
AND/OR OVER-THE-COUNTER DRUGS**

I verify to the City that, although I am taking a prescription and/or over-the-counter drug for legitimate medical or health reasons, I am currently fit for duty in my current position and that, if I take the drugs as prescribed and/or directed, I have not experienced any adverse side effects that would pose a risk of harm to me or others in the workplace or in the performance of my job.

If I'm directed to take and/or prescribed any new drug during my employment with the City, I will discuss any potential adverse side effects pertaining to job performance or safety in the workplace with my prescribing physician, and I will update this verification to the City as necessary.

Employee – Name Employee – Signature Date

City Representative – Name City Representative – Signature Date