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39863

AGREEMENT BETWEEN  
CITY OF SALEM, OHIO  
AND  
LOCAL #2701  
AFSCME, OHIO COUNCIL 8  
(AFL-CIO)

July 1, 2020 through June 30, 2023

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**ARTICLE I PURPOSE**

1. This agreement is made and entered into this 1st day of July, 2020 by and between the City of Salem, Ohio, hereinafter designated as the City or the Employer, and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2701, hereinafter designated as the Union.
2. The purpose of this contract is to provide an orderly and peaceful procedure for the resolution of grievances of bargaining unit employees. This Agreement also allows bargaining unit employees, through Union representation, to participate in the establishment of working terms, hours, and conditions of employment in the City of Salem.

**ARTICLE II RECOGNITION**

1. The Union is recognized as the sole and exclusive bargaining representative for a bargaining unit of all employees, as certified by the State Employment Relations Board and as contained in Appendix A, for the purpose of establishing terms and conditions of employment, but excluding all supervisors, professional (as defined by the collective bargaining act), administrative employees, guards and security (as defined by the collective bargaining act), and students. The City will not recognize any other union, organization, or person as the representative for any of the employees in the bargaining unit.

**ARTICLE III NONDISCRIMINATION**

- A. The City and the Union agree that both parties shall not discriminate against any employee on the basis of age, sex, color, creed, national origin, religion, political affiliation, marital status, sexual preference, or disabilities.
- B. The City and the Union continue to endeavor to carry out their obligations and responsibilities under the American with Disabilities Act (ADA) and have attempted to avoid conflicts between this Collective Bargaining Agreement and the Employers duty to provide reasonable accommodation. The parties agree that the Employer has full authority to comply with the ADA, even where such action may conflict with this Agreement.
- C. The City agrees that it shall not discriminate against, interfere, restrain, or coerce any employee because of membership in the Union nor because an employee holds Union office, nor shall it interfere with an employee's rights to become a member of the Union.
- D. The City and the Union agree that sexual harassment at the workplace shall not be tolerated. The Union can submit a complaint of sexual harassment directly to the last step of the grievance procedure. Such harassment is defined as, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- 1) Submission to the conduct is either an explicit or implicit term or condition of employment;
  - 2) Submission to or rejection of the conduct is used as the basis for employment decisions affecting the person who did the submitting or rejecting;
  - 3) Such conduct has the purpose of unreasonably interfering with an individual 's work performance or creating an intimidating or offensive working environment.
- E. Sexual harassment shall not include a consenting relationship between adults.
- F. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

#### **ARTICLE IV                                      UNION DUES & FAIR SHARE FEE**

- A. The Employer agrees to deduct Union membership dues, in accordance with this Article, for all employees eligible for the bargaining unit.
- B. The Employer agrees to deduct regular Union membership dues once each pay period, from the pay of any employee in the bargaining unit eligible for such deduction, upon receiving written authorization, signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted, following the pay period in which the authorization was received by the Employer.
- C. The Employer shall be relieved from making such individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization.
- D. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
- E. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made, in writing, to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

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- F. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month's advance notice must be given to the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.
- G. Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.
- H. Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.
- I. Fair-share fees shall be paid by automatic payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union, in accordance with law.
- J. Fair-share payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month, including the amount of the deduction.
- K. The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each nonmember bargaining unit employee, of each obligation established by law.
- L. The Union may amend the fair-share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30<sup>th</sup>) calendar day after their actual receipt by the Employer.

- M. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, regarding the deduction of Union dues or fair-share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings, by any employee, arising from deductions made by the Employer pursuant to this Article. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio, and that all of its procedures regarding deduction, reporting, use, and rebate is in accordance with applicable law. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union; their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- N. Nothing in this Article shall be construed to limit the right of the Employer to seek judicial review of any of its provisions at any time.
- O. The Employer and the Union intend that this Article shall be lawful in every respect. If any court of last resort determines that any provision of this Article is illegal, then that provision, alone, shall be void. If invalidation of any provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.
- P. (P.E.O.P.L.E.) The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction, provided that the employee voluntarily has signed a written authorization for the deduction. This authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee who pays this deduction has been made and the amount deducted during the period covered by the remittance. The original statement and deductions will be sent to PEOPLE Committee, AFSMCE, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, with a copy of the statement will be sent to the Council 8 Regional Office. The statement and PEOPLE deduction will be sent separately from the dues deduction.

## **ARTICLE V**

### **PERSONNEL FILES & RECORDS**

- A. Any employee may request to see and will be permitted to examine her/his personnel file, so long as s/he does so in the office where the files are kept and does not remove any article from the file.
- B. The employee shall be shown a copy of all derogatory notations in her/his file. If said offense does not reoccur within two (2) years, said notation may be removed from her/his

file and personnel records upon petitioning to have them removed made to the Mayor of the City of Salem.

C. Bargaining unit members may appeal disciplinary actions through the Grievance Procedure.

## ARTICLE VI GRIEVANCE PROCEDURE

- A. 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.
- B. 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 anywhere else in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration, and having it adjusted without intervention of representation of the Union.
- C. Failure, by Management, at any step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure. Any grievance not advanced, by the employee, from one step to the next, within the time limits of that step, shall be considered dismissed.
- D. 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. Suspensions and discharges may be filed directly at Step 3.
- E. The steps of the Grievance Procedure are as follows:
- 1) Step 1: A grievance must be presented in writing, within five (5) calendar days after it has become known, or should have become known, to the employee or to the employee's immediate supervisor. The employee may be accompanied by the employee's designated Union representative if s/he so requests. The supervisor shall be required to meet with the principals in the grievance and to reply in writing to the employee within five (5) business days after it has been presented to her/him. If the grievance is not resolved, or if the supervisor fails to reply within the five (5) business day's limit, the grievance may then be forwarded to Step 2 of this procedure.



- 2) Step 2: If a grievance is not resolved at the first step of this procedure, the employee may appeal, in writing, within five (5) calendar days of receiving the supervisor's reply or at the end of the supervisor's allotted time, to the appropriate department head. Within five (5) business days from the date the grievance is presented to her/him, the department head shall meet with the principals of the grievance, make a decision in the matter, reduce it to writing, and return it to the employee within five (5) business days after the date of the meeting. If the grievance is not resolved, or if the department head fails to reply within her/his allotted time, the grievance may then be advanced to Step 3 of this procedure.
- 3) Step 3: If a grievance is not resolved at the second step of this procedure, the employee may appeal, in writing, within five (5) calendar days of receiving the department heads reply or at the expiration of the allotted time, to the Mayor of the City of Salem. The Mayor of the City of Salem shall initiate an investigation of the situation and, within five (5) business days of receipt of the grievance, unless otherwise agreed and arranged, shall meet with the employee, her/his Union representatives (if s/he so wishes), the department head and the employee's supervisor. Within five (5) business days after meeting with the employee, the Mayor shall issue a decision in writing.

F. The steps of Arbitration are as follows:

- 1) Any grievance not resolved in the foregoing steps of this Grievance Procedure may be submitted to arbitration by the Union within thirty (30) days. 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 Voluntary Arbitration Rules of the Federal Mediation and Conciliation Services, which shall act as the administrator of the proceedings.
- 2) The decision of the arbitrator shall be given not more than thirty (30) days from the hearing date and shall be binding upon the parties.
- 3) The cost of the services of the arbitration and the expenses submitted by the arbitrator, related to the arbitration proceedings, shall be borne equally by both parties. Expenses relating to the calling of witnesses or the obtaining of depositions or to any other expenses associated with such proceedings shall be borne by the parties requesting the same.
- 4) Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings is said proceedings are during the

employee's regular scheduled working hours. The Union agrees that the representative and witnesses used in arbitration will be witnesses whose testimony is relevant to the particular matter at issue.

- 5) Only the Union's President or the Union's designated steward shall be the official representative of the Union in all grievance hearings.
- 6) The parties agree that the arbitration provided for herein may be dispensed with in the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties and responsibilities as previously provided for herein.

## **ARTICLE VII                      PROBATIONARY PERIOD**

- A. All employees hired are on a 120-day probationary period from the date of hire. If an employee, whose employment has terminated, is rehired, s/he shall be considered a new employee subject to the provisions of this paragraph. Discipline or discharge during the probationary period shall be at the sole discretion of the City.
- B. Upon completion of the probationary period, the seniority of the employee is retroactive to the date of hire.

## **ARTICLE VIII                      EMPLOYEES/MANAGEMENT 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. In addition to the right to join and participate in the Union, Management recognizes the member's right to Union representation in accordance with this Agreement.
- B. Seniority shall be the employee's total length of service, based upon his/her original appointment date, in any classification that is covered by the bargaining unit. Seniority shall be used for (1) the purpose of determining layoff and recall rights; (2) the order in which vacation selections shall be made; or (3) for any other purpose(s) as expressly stated in this Agreement.

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 her/his original date of employment with the City of Salem, including and taking into consideration ant 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 the Agreement. An employee laid-off by the City and then recalled, or an employee granted a valid leave of absence for a

period of up to six (6) months and returning from said leave, shall not be considered to have broken continuous service.

If a bargaining unit employee accepts a promotion to a non-bargaining unit position and, prior to five (5) years after leaving the bargaining unit position, the employee is displaced by either abolishment of or layoff from said position, then that employee shall have the right to bump back into the previously held classification, thereby displacing the least senior employee in that particular classification.

C. Except as specifically stated in this Agreement, nothing herein shall be interpreted to impair the right and responsibility of the Employer to do the following:

- 1) Determine the overall mission of the Employer as a unit of government;
- 2) 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 service, its overall budget, utilization of technology, and organizational structure;
- 3) Direct, supervise, evaluate or hire employees;
- 4) Maintain and improve the efficiency and effectiveness of governmental operations;
- 5) Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- 6) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- 7) Determine the adequacy of the work force;
- 8) Effectively manage the work force; or
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE IX**

### **JOB BIDDING**

A. Vacancies within the bargaining unit shall be posted in all departments in the bargaining unit for five (5) days.

- B. All applications shall be considered, and the position shall be filled by the most senior and qualified applicant possessing the skills and abilities to perform the job.

## **ARTICLE X LAYOFF & RECALL**

- A. In the event that it becomes necessary to layoff and/or abolish positions, the City shall layoff employees in the following order:

- 1) Students;
- 2) Temporary and seasonal;
- 3) Part-time;
- 4) Employees who have not completed probation;
- 5) Employees who have completed probation, in reverse seniority order.

Employees designated for layoff may bump another employee within their department, in an equal or lower rated position, who has less seniority. To bump another employee, an employee must be able to perform the job without additional training.

- B. Recall shall be in order of seniority.

## **ARTICLE XI HOURS OF WORK**

- A. Hours of work shall be as follows:

Streets Department:

7:00 A.M. to 3:00 P.M. Monday through Friday, with a 15-minute paid lunch break at the job site.

Parks Department:

8:00 A.M. to 4:00 P.M. Monday through Friday, with a 15-minute paid lunch break.

City Hall:

8:00 A.M. to 5:00 P.M. Monday through Friday, with a 1-hour unpaid lunch break,

- B. All bargaining unit employees of all departments shall have a 15-minute break in the morning and a 15-minute break in the afternoon. Said breaks may be broken up to accommodate weather.

**ARTICLE XII OVERTIME**

- A. Members of the bargaining unit shall receive overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked or in active pay status in excess of forty (40) hours in any week or eight (8) hours in any workday/ overtime may be compensated in either pay or compensatory time off at the department heads discretion. A maximum of one hundred sixty (160) hours of compensatory time may be accumulated, as stated in the Personnel Policy Manual. A maximum of eighty (80) hours may be carried over from one year to the next; however, the maximum of one hundred sixty (160) hours allowable accumulation may not be exceeded by such carry-over. Holidays and vacation days shall be part of the standard (40) hour work week for the purpose of computing overtime. Sick leave shall not be a part of the standard (40) hour work week for the purpose of computing overtime.
- B. Members of the bargaining unit will have the option of selecting means of receiving compensation for their overtime:

OPTION 1: The employee may select to be paid monetarily, or

OPTION 2: The employee may elect to receive compensatory time, at one and one half (1-1/2) times the hourly rate for the overtime worked and accumulate such overtime, not to exceed one hundred sixty (160) hours. Any overtime worked in excess of accumulated hours must be compensated with pay. If overtime compensatory is not used before the end of the calendar year, which it is earned, employee will have the choice to receive payment for the compensatory time or to roll over into the following year.

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 included November 1 and ends on the last day of the pay period immediately preceding the start of the next period's commencement. Said cash payment shall be made not 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, or any member who is eligible to receive retirement benefits from Ohio Public Employment Retirement, by reason of age and length of service, 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.

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**ARTICLE XIII                      SICK LEAVE**

- A. Sick leave shall be identified as an absence with pay necessitated by the following:
- 1) Illness or injury to the employee;
  - 2) Exposure by the employee to a contagious disease communicable to other employees;
  - 3) Serious illness, injury or death in the employee's immediate family;
  - 4) Pregnancy and maternity.

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 communicates to other employees, or for illness, injury or death in the employee's immediate family. Immediate family shall be defined and construed to mean an employee's spouse, parents, children, grandparents, sibling, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-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.

- B. All full-time employees covered in this Agreement shall earn sick leave at a rate of .06 hours for each hour worked. An employee, who transfers from this department to another department in the City of Salem, shall be permitted to transfer her/his accumulated sick leave to the new department.
- C. An employee, who is to be on sick leave, shall notify the Management or its designee of such absence and the reason thereof at least one-half (.5) hour after the start of her/his shift each day s/he is to be absent, unless an employee notifies the City of a long-term illness and expected date of return. Proof of disability from a physician is required for more than two (2) consecutive days of absence due to illness. Failure to submit the proof shall be cause for denying all sick leaves for the term of the illness and shall subject the employee to disciplinary action.
- D. Non-probationary, bargaining unit employees are eligible for and may participate in the Employer's sick leave donation, which is described in Ordinance No. 030415-29.

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**ARTICLE XIV SICK LEAVE CONVERSION**

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

Calculation shall be made by the following formula:

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

- B. Upon severance of employment of any bargaining unit member who has at least five (5) years of continuous service with the City of Salem, or upon retirement of any bargaining unit member who is eligible to receive retirement benefits from PERS as a result of the combination of age and public service, said bargaining unit member shall be entitled to receive a cash payment equal to 25% of her/his accrued but unused sick leave, not to exceed three hundred twenty (320) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in her/his employment with the City.
- C. An employee, who has at least ten years' public service and who dies, shall be considered to have retired on the date of her/his death, and any sick leave conversion benefits and back pay due shall be paid to her/his spouse. If there is no spouse, payment shall be made equally to any children, if there are no children, payment shall be made to the estate.

**ARTICLE XV PERS BENEFITS**

- A. Employees will pay their entire portion of their Public Employees Retirement System contribution on wages earned with the City.

**ARTICLE XVI HOSPITALIZATION COVERAGE**

- A. From the effective date of this agreement through, June 30, 2023, the City agrees to provide health insurance for all members covered by this agreement.

- B. 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, employee/spouse, employee/child, or single plan and the employee agrees to pay the remaining eleven and one half percent (11.5%) of the family, employee/spouse, employee/child plan, 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.
- C. 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.
- D. 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.)
- E. Periodically, a form will be required to be filled out by each employee indicating whether there has been a life changing event that would affect his/her spouse's access to his/her employer's hospitalization health benefit. It will be the bargaining member's responsibility to notify the Employer of any change in spousal employment insurance coverage or any qualifying event regarding the spouse's medical coverage. If the bargaining member fails to inform the City of Salem of any change to the spousal employment insurance, the bargaining member will be required to pay the additional fifty percent (50%) of the employer share of the premium from the date the spouse's eligibility changed.
- F. 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.



- G. 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 plan shall be determined by the Employer.

The cost/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.

- H. The City agrees to establish a Health Care Cost Containment Committee. The committee will consist of one member of each of the bargaining units and four (4) members from the administration. The committee will meet on a regular scheduled basis with the goal of discussing and attempting to agree upon health care cost containment measures.

Should the Employer decide to change coverage, deductibles and/or co-pay provisions, it shall notify the union a minimum of sixty (60) days in advance. Upon request of the Union, the Employer shall meet to negotiate over options.

- I. The Employer and the Union agree to meet on a regular and mutual basis to review alternative health care plans and to confer on levels of coverage and cost to employees and the employer, with the objective of lowering the cost to both the Employer and the employees.

- J. All fulltime employees of the City of Salem MUST meet certain core requirements to not only be eligible to continue to participate in the ERChhealth 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 the ERChhealth 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 ERChhealth 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 the ERChhealth program, by February 28, will pay an extra three percent (3%) of their premium, bringing their share to 14.5% or 18.0%, depending on the date of hire.

## ARTICLE XVII

## GYM MEMBERSHIP

- A. As long as the City is accepted into an Anthem ERC health program which provides gym memberships, the gym memberships will be paid through the Anthem ERC health program. If at any time the City is no longer in an Anthem ERC health which provides gym memberships, the City agrees to pay one hundred percent (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, must 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 the provisions in section 5.
  4. If at the first 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 the 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. The bargaining unit member will have a choice on how they will reimburse the City: 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 on 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 XVIII AFSCME CARE PLAN**

A. The City shall contribute seventy dollars and seventy-five cents (\$70.75) per month for each bargaining unit member to the Ohio AFSCME Care Plan. For said payment, the Ohio AFSCME Care Plan shall provide each member of the bargaining unit with the life insurance, dental insurance III, eye care insurance, and hearing care insurance benefits currently in effect in the Fund, for the duration of this contract.

B. The City shall assume no responsibility for the administration of these programs.

**ARTICLE XIX HOLIDAYS**

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

- |                            |                       |
|----------------------------|-----------------------|
| New Year's Day             | 2 Personal Holidays** |
| Martin Luther King, Jr Day | Labor Day             |
| President ' s Day          | Veteran ' s Day       |
| Good Friday                | Thanksgiving Day      |
| Memorial Day               | Christmas Day         |
| Independence Day           |                       |

\*\* Personal Holiday time to be taken in full hour increments

Should any of the above holidays fall on a Sunday, then the following Monday shall be considered the holiday. Should any of the above holidays fall on a Saturday, then the preceding Friday shall be considered the holiday.

- B. Employees who are required to work on an official holiday shall be paid at one and one-half (1.5) times their hourly rate of pay.
- C. To qualify for a holiday or a day off in lieu of a holiday, an employee must have done the following:
- 1) Performed thirty (30) turns of work since her/his last date of hire prior to the holiday; and
  - 2) Performed work in the week in which the holiday falls; and
  - 3) Worked her/his scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- D. Every January 1, full-time employees in active service shall receive two (2) personal days to be used within the next year. Personal days must be used in whole day increments, and do not carry over from one year to the next, and may not be cashed in. Newly hired employees receive two (2) personal days on the January 1 next following their date of hire. A newly hired employee who has not completed the probationary period as of January 1 shall be credited with two (2) personal days upon completion of the probationary period.
- E. Personal holidays shall be scheduled at least twenty-four (24) hours in advance of when taken and must be approved by the department head.
- F. To qualify for a holiday or a day off in lieu of a holiday, an employee must have done the following:
- 4) Performed thirty (30) turns of work since her/his last date of hire prior to the holiday; and
  - 5) Performed work in the week in which the holiday falls; and
  - 6) Worked her/his scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- G. Personal holidays shall be scheduled at least twenty-four (24) hours in advance of when taken and must be approved by the department head.

## **ARTICLE XX      VACATIONS**

- A. Members of the bargaining unit shall be entitled to paid vacations under the conditions as specified herein.
- B. The vacation year is defined as January 1 through December 31, and each member of the bargaining unit shall express her/his first and second choice vacation preference to the department head by April 1 each year. All bargaining unit members, who apply for

vacation leave by this date, shall have their vacations scheduled by seniority preference. All other vacation leave shall be subject to a first come, first serve basis.

- C. The vacation qualifying year shall be January 1 through December 31, or such other date as may be the anniversary of the last date of hire.
- D. Regular, full-time employees must have completed at least one (1) year of continuous service since the last date of hire before becoming eligible for any vacation.
- E. All members of the bargaining unit shall receive paid vacation by the following schedule:
- |                                    |             |
|------------------------------------|-------------|
| Completion of 1 year of service:   | 10 workdays |
| Completion of 5 years of service:  | 15 workdays |
| Completion of 12 years of service: | 20 workdays |
| Completion of 17 years of service: | 23 workdays |
| Completion of 20 years of service: | 25 workdays |
- F. Days of vacation, as established in section (E) hereof, are hereby determined at mean working days. The term week is deemed to mean a calendar week except where the workweek begins on a day other than Monday.
- G. Up to forty (40) hours of vacation each calendar year may be taken in 8-hour increments. The remaining vacation shall be taken in 40-hour increments. An employee's supervisor shall have the authority to grant additional 8-hour increments of vacation requests so long as it does not affect the operational needs of that particular department.
- H. When a holiday occurs during the vacation period of an employee, the employee will be given an additional day off subject to holiday leave provisions.
- I. Vacation pay shall be based on the bargaining unit member's normal rate of pay.
- J. Scheduling of vacations shall be the responsibility of the department head for whom the employee works, and shall be subject to sufficient manpower available to cover such leave.
- K. Vacation credit for a vacation year must be taken by the end of that vacation year, except that a member may carry over, from one year to the next, up to one (1) week of vacation.
- L. Each employee, with less than four (4) weeks of earned vacation time, shall, with the approval of the Director of Public Service has the option of carrying over one (1) week into the next calendar year, and receiving pay in lieu of vacation for up to one week of

earned vacation.

Each employee, with four (4) or more weeks of earned vacation time, shall, with the approval of the Director of Public Service has the option of carrying over up to one (1) week into the next calendar year and receiving pay in lieu of vacation for up to two (2) weeks of earned vacation.

- M. An employee, who has scheduled at least a 40-hour vacation with the approval of her/his supervisor and department head, and who has given the City Auditor at least two (2) weeks' notice shall be entitled to receive advanced payment for her/his vacation.
- N. The City shall pay, to the spouse of an employee who dies, any accrued but unused vacation benefit to her/his credit at the time of death. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the estate.

## **ARTICLE XXI UNPAID LEAVES OF ABSENCE**

- A. Members of the bargaining unit may be granted a leave without pay for personal reason(s) of the employee.
- B. The authorization of a leave without pay is a matter of administrative discretion. The department head, or other designated official, in each individual case, should decide if a leave of absence is to be granted. Said leaves shall not exceed six (6) months, except for reasons of illness. The granting of a leave of absence shall not be unreasonably denied.
- C. Upon completion of the leave, the employee shall be returned to a similar position as she/he held prior to the leave.
- D. In the event that a layoff has occurred during an unpaid leave, the following language shall govern:

Employees on unpaid leave shall retain seniority. When they return from leave, every effort shall be made to return the employee to a similar position as held prior to the leave.

## **ARTICLE XXII MILITARY LEAVE**

- A. Military leave shall consist of twenty-two (22) eight (8) hour-days of paid leave each year, as specified in the Ohio Revised Code, Sec. 5923.05 as modified September 18, 1997.

**ARTICLE XXIII                      CALL BACK**

- A. Employees shall receive a minimum of three (3) hours call back pay, at the rate of one and one-half (1.5) times their hourly rate. When the job for which the employee was called is completed, employee shall then be dismissed from the duty.

Employees shall receive a minimum of four (4) hours call back pay, at the rate of one and one-half (1.5) times their hourly rate for snow emergency only, this does not apply for any other emergencies. When the job for which the employee was called is completed, employee shall then be dismissed from their duty.

- B. A written rotation schedule shall be used for call backs in the Street Department. Supervisors shall not be included on the call back list. Electricians, traffic and safety, and mechanics shall have separate call back lists. After exhausting each list, the call back may be offered outside that respective list.
- C. The City agrees to equalize overtime opportunities for all employees. A list of employees in the bargaining unit shall be maintained on a departmental basis and employees shall be called from a list in a rotating basis. Employees who work overtime shall be credited as if they had worked overtime. After departmental lists are exhausted, employees from other departments may be called, if they are qualified to perform the work.

**ARTICLE XXIV                      SAFETY**

- A. The City shall make every effort to be in compliance with all OSHA safety regulations that apply to the safety of personnel in the bargaining unit. Required safety equipment shall be furnished at City expense.
- B. Members of the bargaining unit, who believe an unsafe working condition exists, may bring said condition to the immediate attention of her/his supervisor, who shall attempt to remedy the situation, or the President of the Union may bring the unsafe condition to the attention of the department head. After said notification, if the condition has not been corrected, the Union may file a grievance directly to Step 2 of the Grievance Procedure.

**ARTICLE XXV                      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.

- A. All base hourly rates are contained in Appendix B.
- B. Due in part to the small size of the AFSCME, Ohio Council 8 bargaining unit, and further due to the ability of other City unions to proceed to final and binding conciliation on wage issues, the Employer agrees as follows: During the term of this agreement, should the Police, Fire, or Utilities employees of the City be granted annual average wage increase in excess of that specified in Appendix B, such excess shall also be granted to members of this AFSCME, Ohio Council 8 bargaining unit under the same circumstances as granted to other bargaining units.
- C. 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.

#### **ARTICLE XXVI LONGEVITY**

- A. In addition to their regular wages, regular, full-time employees in the bargaining unit shall receive longevity pay as listed below:
 

After 5 years of continuous service:	\$30 per month
After 10 years of continuous service:	\$55 per month
After 15 years of continuous service:	\$80 per month
After 20 years of continuous service:	\$105 per month
After 25 years of continuous service:	\$130 per month
- B. When calculating service time for longevity pay, a break in service time caused by the City shall not count against the employees.

#### **ARTICLE XXVII CONFLICT & AMENDMENT**

- A. This Agreement may not be amended during its term except by mutual agreement.
- B. In the event that, at any time, a court of competent jurisdiction finds any provision of this Agreement to be contrary to the state and federal laws, such provision shall be void and inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue to be in effect. Substitute action, if any, shall be subject to appropriate negotiations, and any negotiated changes, in order to be effective and



incorporated in this Agreement, must be in writing and signed by the parties.

## **ARTICLE XXVIII UNIFORMS**

- A. The City janitor, all Parks Department laborers, Traffic and Safety, and all Street Department bargaining unit members shall have the option to receive uniforms (shirts and trousers) supplied and laundered by the City, or receive a clothing allowance in lieu of uniforms supplied by the City. The monetary compensation is as follow:

Employee opts for no pants and no shirts	500.00
Employee opts for no pants	300.00
Employee opts for no shirts	200.00

The above listed amounts are for each time period from January 1 through December 31 of the same year. Said payment will be made before January 15 of each year and shall be for the calendar year in which said payment is made.

The City shall provide rain gear for use by employees.

- B. Effective July 1, 2017, the shoe and glove allowance of one hundred fifty (\$150.00) shall be included in the base pay listed in Appendix B of this agreement for each bargaining unit member holding a classification specified above.

## **ARTICLE XXVIX DISCIPLINARY PROCEDURES**

- A. No employee shall be reduced in pay, suspended, or discharged except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner, in accordance with the Employer's policy.
- C. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's records of conduct. The order of progression may include oral reprimand, written reprimand, suspension (with copy to the Union), and discharge.
- D. Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify, in writing, the employee and the Union President of the exact charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.
- E. The employee may be accompanied by a Union steward or officer during the disciplinary

hearing. Prior to the time of the hearing, the employee may waive, in writing, the disciplinary hearing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present her/his response. An employee, who is disciplined, may file a grievance in accordance with the grievance procedure herein. An employee, who is suspended or terminated, may file a grievance at Step 2 of the grievance procedure and may have a conference with a Union steward or officer for the purposes of completing a grievance form prior to leaving the Employer's premises.

- F. Records of disciplinary action shall have force and effect according to the following schedule and shall be removed from an employee's file, upon her/his written request, provided there has been no intervening disciplinary action taken during the same period:
- |                                 |           |
|---------------------------------|-----------|
| Written reprimands:             | 18 months |
| Suspension of less than 3 days: | 24 months |
| Suspension of 3 days or more:   | 48 months |
- G. After giving reasonable notice to the Employer, an employee may inspect her/his file to ensure that such disciplinary action records are removed within the time limits established in this Agreement. Upon the employee's request, a Union representative of the employee's choosing may accompany the employee.
- H. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

## ARTICLE XXX

## DURATION

- A. This Agreement shall become effective as of July 1, 2020 and shall remain in full force and effect through June 30, 2023, unless otherwise modified as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks of receiving notice of intent.

**ARTICLE XXXI****DEPARTMENT STAFFING**

- A. For no reason shall the number of fulltime members (6) Equipment Operator and (1) mechanic in the bargaining unit of the Street Department be reduced because of the addition of a part-time position.
- B. For no reason shall the number of fulltime members (2) Parks Laborers in the bargaining unit of the Parks Department be reduced because of the addition of a part-time position.
- C. The Senior Equipment Operator in Charge shall be selected from within the bargaining unit of the Street Department by the Street Foreman and approved by the Mayor and Service/Safety Director.

**ARTICLE XXXII****COMMERCIAL DRIVERS LICENSE**

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

CLASS A	\$ .35 an hour
CLASS B	\$ .15 an hour

Upon hiring, a Class B Operator will have three (3) years from date of hire to receive a Class A. If the employee cannot or refuses to receive their Class A in three (3) years of employment, it may result in discharge of employment. An employee who fails to gain the Class A may be transferred into any position that may be open at the time rather than being discharged, provided that he/she has the ability to perform the duties of the vacant position.

The City shall reimburse the employee up to seventy-five (\$75.00) of the cost of the renewal of a Commercial Drivers License (CDL) upon providing proper documentation to the Auditor's office.

**ARTICLE XXXIII**

**DRUG FREE POLICY**

**SEE APPENDIX D**

**ARTICLE XXXIV****JURY DUTY**

- A. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary when such jury duty conflicts with his work schedule. Any compensation or reimbursement for jury duty, when such duty is performed during an employee's normal working hours, shall be remitted to the City Auditor. It is understood that in the event an employee is released from jury duty prior to 1:00 p.m., the employee shall report to work for the remaining hours after being given a reasonable time to prepare for work duties.
- B. Afternoon shift employees serving on jury duty until 12:00 noon or later, will not be expected to report for work on their regular work shift that day, shall be paid his or her regular salary. Any compensation or reimbursement for jury duty shall be remitted to the City Auditor. Night shift employees scheduled to report to jury duty will not be expected to report to work on the immediately preceding night shift but will be paid as outlined above. Night shift employees released from jury duty the following day will be expected to report for work on the night shift following.
- C. Paid jury duty leave will not exceed eighty hours per calendar year without approval by City Council. It is the employee's responsibility to present to the Employer the necessary documents including pay vouchers/checks from the Clerk of Courts.
- D. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil case, when the case is being heard in connection with the employee's personal matter, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. Such leave shall be considered leave without pay, vacation or as personal days, as scheduled in advance with your supervisor.
- E. In order to be excused, the subpoenaed employee must notify their immediate supervisor or his designee, with a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official.

**SIGNATURES**

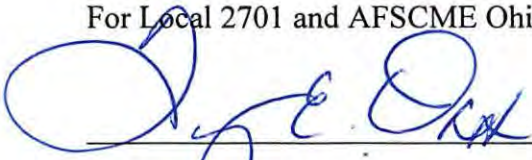
Entered into this 15<sup>th</sup> day of September, 2020.

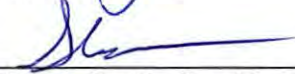
For the City of Salem, Ohio

  
\_\_\_\_\_  
John C. Berlin, Mayor  
Representative

  
\_\_\_\_\_  
Ken Kenst, Service/Safety Director

For Local 2701 and AFSCME Ohio Council 8:

  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
Shawn Smith, President  
Local 2701, AFSCME

  
\_\_\_\_\_  
Ryan Blair, Secretary Treasurer  
Local 2701, AFSCME

*Approved by the Council of the City of Salem, Ohio,*

**APPENDIX A      BARGAINING UNIT EMPLOYEES**

Street Department:

Laborer

Equipment Operator

Senior Equipment Operator

Mechanic

Traffic & Safety

Electrician/Traffic & Safety Helper

Sr Electrician/Traffic & Safety Helper

Parks Department:

Laborer

Mechanic/Laborer

City Hall:

Income Tax Clerk

Janitor

APPENDIX B WAGE SCHEDULE POSITION	CURRENT RATE	07/01/2020	7/1/2021	7/1/2022
Streets Laborer	15.38	15.77		
After 120 days	20.43	20.94		
Equipment Operator	21.16	21.69		
Sr. Equipment Operator**	22.79	23.36		
Street Mechanic	22.79	23.36		
After 120 days	23.42	24.01		
Traffic & Safety*	22.79	23.36		
Electric/Traffic & Safety Helper	15.30	15.69		
After 120 days	20.44	20.96		
Sr. Elect/Traffic & Safety Helper	21.16	21.69		
Parks Laborer	18.60	19.07		
Parks Mechanic/Laborer	20.59	21.11		
Janitor	18.94	19.42		
After 120 days	19.52	20.01		
Income Tax Clerk	17.74	18.19		

\*Add \$.25/hr for Level 1 Signal Tech and/or Level 1 Signs and Markings Certificate

\*\*Add \$1.00/hr for Senior Equipment Operator in Charge who fills in as Foreman when Foreman is unavailable.



## APPENDIX C

## HEALTH INSURANCE SUMMARY OF BENEFITS

## 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
<b>Overall Deductible</b> <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
<b>Out-of-Pocket Limit</b> <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
<b>Preventive care/screening/immunization</b> <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
<b>Doctor Home and Office Services</b>  <b>Primary Care Visit to treat an injury or illness</b> <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
<b>Specialist Care Visit</b> <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>		
<b>Prenatal and Post-natal Care</b> <i>In-Network preventive prenatal services are covered at 100%.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Other Practitioner Visits:</b>		
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
<b>Other Services in an Office:</b>		
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

**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

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

**APPENDIX D**

**DRUG FREE POLICY**



**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

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### 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.

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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



*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:

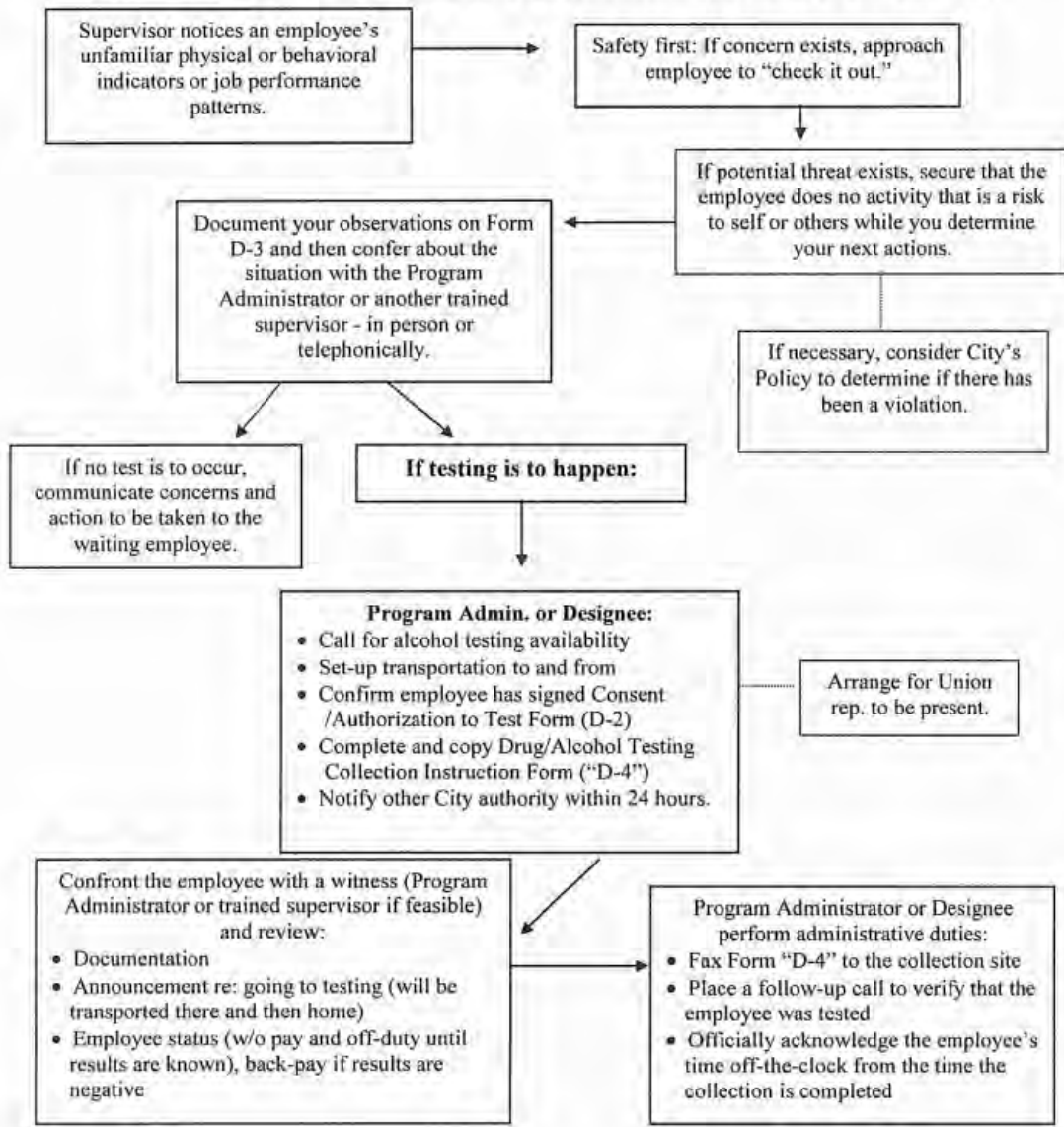
- 1) ask to confiscate the substance and any related paraphernalia (handle as little as possible, if possible wear gloves). If the employee refuses to cooperate, local law enforcement officials can be called.
- 2) wrap any confiscated substance and related paraphernalia in any available clean material (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-1, E-2

**FORM I – DRUG-FREE WORKPLACE PROGRAM ACKNOWLEDGMENT FORM AND POST-ACCIDENT RESPONSIBILITIES**

I have received, reviewed and understand City of Salem’s *Policy Commitment to a Drug-Free Workplace*. I understand the benefits it offers and the requirements it imposes. I understand that the Program Administrator, identified in the *Policy Commitment*, can further assist me with any questions or concerns I have about this program.

I also understand and agree that I must comply with the program as a condition of my employment with the City, and that any violation of the program and/or my failure to comply with any aspect of the program may be a basis for corrective action, including termination of my employment. The termination notice will indicate “misconduct–rule violation” as the reason and may affect my ability to receive unemployment benefits.

I further understand and agree that nothing in the commitment -- or in any oral representations by the City about or related to its implementation or enforcement of the program -- constitutes an express or implied contract of employment, or any promise upon which I can rely. All employment relationships with the City remain “at will” unless covered by a collective bargaining agreement(s).

I understand that I am responsible for being drug and/or alcohol tested following a work-related accident with circumstances that qualify as defined in this Program even if I am off-site at the time of the accident. Given that, following an accident I am responsible to contact my supervisor or another management person from the City to determine whether testing is required and for appropriate arrangements to be made. I agree to sign any authorization required by the City and/or the testing laboratory to permit such testing to be conducted and to permit disclosure of the test results to the City.

If I seek medical attention on my own for an injury that occurred during work hours or within the scope of my employment, I am responsible to notify the City no greater than two hours of arrival at the medical facility or before departure from the facility, whichever comes first. (That is not two hours after treatment – but two hours after arrival to the facility for treatment.) It will be determined whether the situation qualifies for post-accident drug testing

**NOTE:** At all times, an employee experiencing a workplace injury or illness is required to report the injury or illness immediately. If the situation warrants substance testing, such testing will be in accordance with the terms and criteria of this Program and will not be applied just because an employee reported an injury or illness.

Any delay in promptly informing the City of my involvement in an accident may be deemed a refusal to test if the delay is not supported by a credible and justified explanation.

I also understand that failure to comply with such post-accident testing may be deemed either a refusal to be tested or a positive drug and alcohol test under City of Salem’s Drug-Free Workplace Program, and that I may thereafter be subject to corrective action under the City’s program.

I understand that 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.

_____ Employee – Name	_____ Employee – Signature	_____ Date
_____ City Representative – Name	_____ City Representative – Signature	_____ Date
_____ Parent’s or Guardian’s (for employees under 18 years of age)		

**FORM D- 2**

**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
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Witness – Name	Witness – Signature	Date
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\_\_\_\_\_  
Parent's or Guardian's (for employees under 18 years of age)

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

INDICATOR	DATE (S), WITNESSES (if appropriate)
<b>OVERALL</b>	
<input type="checkbox"/> disheveled appearance	
<input type="checkbox"/> drastic changes in appearance after breaks	
<b>SKIN</b>	
<input type="checkbox"/> unusually pale	
<input type="checkbox"/> unusually flushed	
<input type="checkbox"/> sores or needle marks	
<b>ODOR</b>	
<input type="checkbox"/> smell of alcohol	
<input type="checkbox"/> smell of illegal drugs	
<b>EYES</b>	
<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	
<b>NOSE/MOUTH</b>	
<input type="checkbox"/> dry mouth	
<input type="checkbox"/> excessive yawning	
<input type="checkbox"/> difficulty/irregular breathing/swallowing	
<input type="checkbox"/> unusual sneezing/congestion	
<b>MOTOR SKILLS</b>	
<input type="checkbox"/> swaying, staggering, falling	
<b>WALKING AND TURNING</b>	
<input type="checkbox"/> swaying, arms raised for support, stumbling, falling, reaching for support	
<b>MISCELLANEOUS</b>	
<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)
<b>MOOD</b>	
<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	
<b>SPEECH</b>	
<input type="checkbox"/> slurred	
<input type="checkbox"/> fragmented	
<input type="checkbox"/> changes in volume	
<input type="checkbox"/> changes in speed	
<b>FOCUS</b>	
<input type="checkbox"/> appears disoriented	
<input type="checkbox"/> unable to focus on work	
<b>COOPERATION</b>	
<input type="checkbox"/> resistive	
<input type="checkbox"/> insubordinate	
<b>MISCELLANEOUS</b>	
<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)
<b>ABSENTEEISM</b>	
<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	
<b>ON-THE-JOB ABSENTEEISM</b>	
<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	
<b>HIGH ACCIDENT RATE</b>	
<input type="checkbox"/> accidents on the job	
<input type="checkbox"/> accidents off the job (affecting performance)	
<b>DIFFICULTY CONCENTRATING</b>	
<input type="checkbox"/> work requires greater effort	
<input type="checkbox"/> job takes more time	
<b>CONFUSION</b>	
<input type="checkbox"/> difficulty recalling instruction/directions	
<input type="checkbox"/> difficulty handling complex tasks	
<input type="checkbox"/> difficulty recalling own mistakes	
<b>SPASMODIC WORK PATTERNS</b>	
<input type="checkbox"/> alternate periods of high/low productivity	
<input type="checkbox"/> submission of incomplete reports/data	
<b>MOTIVATION</b>	
<input type="checkbox"/> appears less committed to the job	
<input type="checkbox"/> appears unconcerned about quantity/quality	
<input type="checkbox"/> frequently expresses job dissatisfaction	
<b>REDUCED JOB KNOWLEDGE/ TECHNICAL SKILLS</b>	
<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	
<b>POOR RELATIONSHIPS ON THE JOB</b>	
<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-3****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.

FORM D-4

**FORM D-4 - DRUG/ALCOHOL TESTING COLLECTION SITE INSTRUCTION FORM**

**Referring supervisor/manager:** Complete this form when sending an applicant/employee for drug/alcohol testing. Please print all information. Remember, the employee should be directed to have a picture I.D. with him/her for inspection by the Collection Site and he/she is to report there immediately. Advise the employee where to go following the collection process and how transportation should occur.

**Applicant/employee:** Present this form, the laboratory's Chain of Custody Form and/or the drug testing collection kit as applicable and a valid picture identification to collection site personnel at the time of your arrival at the designated collection site.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

NAME OF INDIVIDUAL TO BE TESTED: \_\_\_\_\_

INDIVIDUAL'S TELEPHONE NUMBER: HOME: \_\_\_\_\_ WORK: \_\_\_\_\_

INDIVIDUAL'S SOCIAL SECURITY # OR CHAIN OF CUSTODY #: \_\_\_\_\_

TYPE OF TEST BEING REQUESTED: \_\_\_ DOT: 5 panel OR \_\_\_ Non-DOT: \_\_\_ panel

Split Specimen ..... YES or NO (CIRCLE ONE)

- |   |          |        |              |
|---|----------|--------|--------------|
| ___ Pre-employment                              | ___ Drug |        |              |
| ___ New Hire Period                             | ___ Drug |        |              |
| ___ Reasonable Suspicion                        | ___ Drug | &      | ___ Alcohol* |
| ___ Post-Accident                               | ___ Drug | and/or | ___ Alcohol* |
| ___ Return from Layoff and<br>Leave of Absence  | ___ Drug |        |              |
| ___ Random                                      | ___ Drug |        | ___ Alcohol* |
| ___ Return-To-Duty After a<br>Program Violation | ___ Drug |        | ___ Alcohol* |
| ___ Follow-up to Assessment or Treatment        | ___ Drug | and/or | ___ Alcohol* |
| ___ Owner/Contractor-Required                   | ___ Drug | and/or | ___ Alcohol* |
| ___ Government-Required                         | ___ Drug | and/or | ___ Alcohol* |

NAME OF REFERRING MANAGER/SUPERVISOR: \_\_\_\_\_

WORK TELEPHONE NUMBER: \_\_\_\_\_

\*Alcohol testing may be performed when the situation has been assessed for direct threat and when it is job-related and consistent with business necessity.



**FORM D-6**

**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

**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 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:

Assessment has been scheduled. Appointment Date: \_\_\_\_\_ Appointment Time: \_\_\_\_\_

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**

**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