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UPDATED

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF SALEM, OHIO
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
PATROLMEN, SERGEANTS, AND LIEUTENANTS

EFFECTIVE: JULY 01, 2020
EXPIRES: JUNE 30, 2023

TABLE OF CONTENTS

Article

1	Agreement, Purpose and Recognition	4
2	Management Rights	4
3	Non-Discrimination	5
4	Conflict and Amendment	5
5	Dues and Deductions	5
6	Hours of Work	6
7	Department Staffing	8
8	Overtime	8
9	Court Leave	12
10	Call Back	12
11	Stand-By	13
12	Use of Personal Vehicle	13
13	Sick Leave	13
14	Hospitalization and Medical Insurance	14
15	Gym Membership	16
16	Disability Leave	17
17	Life Insurance	18
18	Holidays	18
19	Vacations	20
20	Longevity	21
21	Leave Without Pay	23
22	Uniforms, Clothing and Equipment	23
23	Educational Certificate Bonus	24
24	Hazardous Duty Pay	24
25	Discipline	24
26	Grievance and Arbitration	26
	a. Grievance	26
	b. Arbitration	27
27	Wages	28
28	Shift Differential	31
29	Retirement Pick-Up	31
30	Seniority Rights	32
31	Personnel Files and Records	32
32	Shift Scheduling	32
33	Paid Administrative Leave	33
34	Family and Medical Leave	33
35	Layoff and Recall	33
36	Sick Leave Donations	35
37	Bereavement Leave	36
38	Special Assignment Positions	36
39	Special Assignment Positions Pay	38
40	Canine Officers	39
41	School Resource Officer (SRO)	43

42 Drug Free Policy 44
43 Duration (Terms of Agreement)..... 46

Appendix A, Health Insurance 47
Appendix B, Spousal Statement of Benefits 49
Appendix C, Dental Insurance 50
Appendix D, Optical Insurance 52
Appendix E, Life Insurance..... 53
Appendix F, Drug Fee Policy 55

ARTICLE 1
AGREEMENT, PURPOSE AND RECOGNITION

- A. This agreement is made and entered into by and between the City of Salem, Ohio, hereinafter designated as the “City/Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., representing Police Patrolmen, Sergeants, and Lieutenants in the City of Salem and hereinafter referred to as the “Union.”
- B. This agreement is made for the purpose of promoting harmonious relations between the City/Employer, and the Police Patrolmen, Sergeants, and Lieutenants of the City of Salem, Ohio.
- C. The City of Salem hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for the following bargaining units, for the purpose of collective bargaining on any and all matters relating to wages, hours, terms, and other conditions of employment:

Bargaining Unit 1 shall, in accordance with SERB’s certification, include all full-time police patrol officers below the rank of Sergeant in the City of Salem Police Department. Bargaining Unit 1 shall exclude Sergeants and above, Chief, and all other employees of the City of Salem.

Bargaining Unit 2 shall, in accordance with SERB’s certification, include Sergeants and above. Bargaining Unit 2 shall exclude the Chief of Police, Senior Lieutenant, and Patrolmen.

ARTICLE 2
MANAGEMENT RIGHTS

- A. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force, and maintain efficiency of operations. Among the Employer’s management rights are the right to hire, transfer, discipline, and discharge for just cause, layoff and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualification of the work force, and work schedules.
- B. Unless otherwise specifically agreed to in this Agreement, nothing herein does or shall be interpreted to impair the right and responsibility to:
 - 1) Determine the overall mission of the employer as a unit of government;
 - 2) Determine the matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - 3) Direct, supervise, evaluate, or hire employees;
 - 4) Maintain and improve the efficiency and effectiveness of governmental operations;
 - 5) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- 6) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 7) Determine the adequacy of the work force;
- 8) Effectively manage the work force;
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3 NON-DISCRIMINATION

It is agreed between the parties that neither the employer nor the Union shall discriminate against any employee in keeping with all applicable state and federal laws. It is further agreed that all references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 CONFLICT AND AMENDMENT

- A. This agreement may not be amended during its term except by mutual agreement.
- B. In the event that any provision of this Agreement shall at any time be found to be contrary to state and federal law by a court of competent jurisdiction, 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, to be effective and incorporated into this Agreement, must be in writing and signed by the parties.

ARTICLE 5 DUES DEDUCTION

- A. The Employer agrees to deduct FOP/OLC dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP/OLC. It is agreed by the Employer that within two (2) weeks of signing the dues deduction card, or the next payday; whichever is later, said deductions will commence. All dues collected shall be paid over by the Employer at least once a month via ACH payment or by regular U.S. mail to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.
- B. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC within thirty (30) days of their hire date.
- C. During the first pay period in January and July of each year, the Employer shall email the FOP/OLC with a roster of all bargaining unit employees by classification.

- D. Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within seven (7) days of this request.
- E. The FOP/OLC shall indemnify the Employer and hold the Employer harmless against any claims, suits, and other forms of liability by any employee arising from the deduction of membership dues.

**ARTICLE 6
HOURS OF WORK**

- A. A week shall be defined as seven (7) calendar days. Eight (8) hour shift weeks shall begin at 00:00:00 hours Saturday and will end at 23:59:59 hours Friday. Twelve (12) hour shift weeks shall begin at 06:00:00 hours Saturday and shall end at 05:59:59 Saturday.
- B. A workday shall be defined as either an eight (8) hour work period or a twelve (12) hour work period and shall begin with the employee's starting time and continue for the next twenty-four (24) hours, except when employees are changing shifts per the Shift Scheduling Article, or other modification in the schedule at the request of the employee.
- C. The work week for an eight (8) hour work schedule shall consist of forty (40) hours and a minimum of two (2) consecutive days off. The guarantee of two (2) consecutive days off shall apply so long as the present complement of force remains the same or is increased.
- D. The work period for a twelve (12) hour shift schedule shall consist of seven (7) days of twelve (12) hour shifts and seven (7) days off duty, during a period of fourteen (14) days, following the pattern of days: Two (2) on / two (2) off / three (3) on / two (2) off / three (3) on, dependent on which team an officer is assigned to. Each officer shall be scheduled to have every other Friday, Saturday, and Sunday off and shall not be scheduled to work more than three (3) days in a row, excluding voluntary shift and/or team trades, voluntary overtime, yearly shift and/or team changes, training, special events, emergencies, and other similar situations requiring a temporary schedule modification.

The twenty-four (24) hour day shall be divided into two (2) twelve (12) hour shifts, and each shift shall be divided into two (2) teams of officers that work opposite days (when one team is working, the other team is off). The twelve (12) hour shift schedule shall be 06:00 to 18:00 hours for Days and 18:00 to 06:00 hours for Nights, except that an officer on each night shift team shall be scheduled 16:00 to 04:00 hours cover shift, subject to sufficient staffing levels. Cover shifts shall be subject to rescheduling of 18:00 to 06:00 hours when necessary to maintain sufficient staffing. Officers shall receive a paid lunch period of thirty (30) minutes and two (2) breaks of fifteen (15) minutes each, not to be combined with the lunch period or used to shorten the length of the workday.

- E. In compliance with the Fair Labor Standards Act 207(k) exemption, the patrol officer work period is a recurring fourteen (14) consecutive calendar day cycle that begins on the first day worked, or day off, of a regular seven (7) workdays of twelve (12) hour shifts and a regular seven (7) days off, resulting in eighty-four (84) scheduled work hours each fourteen (14) day work period.

- F. Effective 1/1/2022 this section will no longer be in effect as Kelly Time will be eliminated. Kelly Time shall be the term used to describe the one hundred and four (104) hours that represent the difference between the standard work year (2080) and the compressed work year (2184 hours). The entire one hundred and four (104) hours of Kelly Time shall be credited to each patrol officer at the start of the first full pay period of the new year and need not be earned to be taken as leave. If an employee terminates employment, or is terminated during the year, any Kelly time hours used beyond what would have been earned up to that point shall be deducted from the employee's final pay. Officers shall have the option to add Kelly Time to their earned Holiday Vacation and Personal to make leave compatible with the twelve (12) hour workdays (Example: eight (8) hours Holiday plus four (4) hours Kelly Time shall extend Holiday to cover a twelve (12) hour shift. Kelly Time used to extend earned leave shall be treated the same as the leave it extends. Kelly Time used on its own shall be treated the same as Holiday time. Officers that prefer not to work the extra four (4) scheduled hours in a work period can use their Kelly Time to take four (4) hours leave during that work period. Kelly time must be used within the work year it was credited and cannot be taken as pay. New hires shall receive pro-rated Kelly time using the formula of two (2) cannot be taken as pay. New hires shall receive pro-rated Kelly Time using the formula of two (2) hours earned for each week remaining from their start date to the end of the work year. Sick leave shall not accumulate for Kelly time hours during use as paid leave.
- G. Special jobs and work assignments are for the benefit of companies or other outside persons who utilize the employer's employees. Work on these jobs is outside the scope of the bargaining unit's normal work duties. Assignment thereto is maintained for the convenience of those bargaining unit members who wish to work on such jobs. All such jobs shall be turned over to the F.O.P./O.L.C. Union President for scheduling. Nothing regarding the scheduling of special jobs shall be grieved.
1. Scheduling shall be done by the Salem Police officer elected and serving as Union President.
 2. Scheduling shall be done by seniority using a rotating list arranged by seniority where, once the job is taken by a member, it is noted on the list and the next member on the list shall be called first for any subsequent job. Officers already scheduled for regular duty at the time of the job shall have the row next to their name left blank and shall be called first for the next subsequent job. Multiple jobs, when known in advance, shall be offered by a signup sheet (such as for multiple sporting events) to be distributed fairly among those bargaining members that signed up.
 3. Officers shall have no less than eight (8) hours off duty in between twelve (12) hour shifts, limiting special jobs and assignment details to no more than four (4) hours between consecutive workdays. Officers that are not between shifts shall not be subject to this limitation. Between shifts refers only to the situation where an officer's next shift is scheduled to commence twelve (12) hours after the end of the officer's previous twelve (12) hour shift.

ARTICLE 7
DEPARTMENT STAFFING

- A. The Employer shall maintain a minimum of eighteen (18) full-time bargaining unit members as police officers. The total number of full-time officers may be more than the above minimum and shall be determined by the Mayor.
- B. As long as minimum staffing levels are being met by the Employer, the mayor shall have the right to incorporate part-time police officers as deemed needed to assist the department. Part-time employees shall not be assigned to perform bargaining unit work if such assignment displaces bargaining unit members from their regular job assignments.
- C. The Staffing of the Salem Police Department shall be maintained at a ratio of no less than fifty percent (50%) full-time bargaining unit members making up the entire department. At no time shall the total number of bargaining unit employees be exceeded by the total number of non-bargaining part-time employees. Sub dispatchers shall not be counted with regard to limitations of this ratio.
- D. A part-time officer shall be defined as a police officer(s) assigned to the patrol division with a regular recurring schedule of no less than twenty-four (24) hours per week and no more than a yearly average of sixty (60) hours per two (2) weeks' pay period. A police officer(s) hired to fill a dispatch vacancy(ies) shall not be utilized for overtime coverage in the patrol division unless said dispatcher(s) are regularly rotated with part-time patrol division officers, so that no less than half of the dispatchers' total monthly hours include patrol division duties.
- E. If the number of full-time officers falls below the above stated minimum staffing levels, all part-time police officers shall immediately be laid off, until such time as the minimum staffing requirements for full-time officers for the bargaining unit is satisfied. Part-time police officers hired to fill dispatch vacancies shall not be utilized for overtime coverage in the patrol division during any time the above stated full-time officer staffing levels are not being met.

ARTICLE 8
OVERTIME

- A. When an employee is required by his/her responsible supervisor or administrator to work in excess of his eight (8) or twelve (12) hour workday, or in excess of his forty (40) hour work week or eighty-four (84) hour work week period as defined in the Hours of Work Article, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1-1/2) times his regularly hourly rate. Overtime pay shall be included in the pay period in which the overtime was worked.

Holiday, vacation, and compensatory time shall be part of the standard forty (40) hour work week for eight (8) hours shifts and shall be part of the eighty-four (84) hour work week for twelve (12) hour shifts for the purpose of computing overtime. Sick leave shall not be part of the standard (8) hour or twelve (12) hour workday, nor shall it be part of the forty (40) hour work week or eighty-four (84) hour work period for the purpose of computing overtime, except that all forced overtime shall be paid at the rate of one and one-half (1-1/2) times the members regular hourly rate regardless of any sick leave use. Forced overtime shall include

any court time outside regular duty hours, mandatory events such as parades and/or call out by Investigators that are not otherwise compensated by flex time.

- B. The regular hourly rate of pay for members assigned to eight (8) hour shift schedule shall be determined by the following. Add the hourly base wage, the hourly longevity pay, the hourly education pay, the hourly bi-weekly firearms certification pay, and the hourly shift differential pay, if applicable. When applicable, the following additional differentials shall be added: Shift Commander differential pay, Investigator, Field Training officer, DTF/DEA hazardous narcotic certification.

The regular hourly rate of pay for members assigned to twelve (12) hour shifts shall be paid for all eighty-four (84) hours worked determined by the following: Add the hourly base wage, the hourly longevity pay the hourly education pay, the hourly bi-weekly firearms certification pay, and the hourly shift differential, if applicable. When applicable the following additional differentials shall be added: Shift command differential pay, Investigator, Field Training officer, DTF/DEA hazardous narcotic certification.

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

OPTION 1 The employee may elect to be paid for the overtime worked.

OPTION 2 The employee may elect to receive the compensatory time for the overtime worked and accumulate such overtime, not to exceed one hundred sixty (160) hours for bargaining unit member who works an eight (8) hour shift schedule, and two hundred forty (240) hours for bargaining unit member who works a twelve (12) hour shift. Any overtime worked more than the accumulated hours must be compensated with pay. If overtime compensatory time is not used before the end of the calendar year, in which it is earned, employee will have the choice to receive payment or rollover into the new calendar, as long as it does not exceed the maximum of one hundred sixty (160) hours for bargaining member who works an eight (8) hour shift schedule, and two hundred forty (240) hours for bargaining member who works a twelve (12) hour shift schedule.

Only compensatory time accumulated and unused within an annual period shall be converted into cash. Said period shall commence on the first day of the pay period which includes November 1 and ends on the last day of the pay period immediately preceding the start of the next period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. Compensatory time rolled over from the previous year shall be available for immediate use as long as it meets the preceding criteria.

Compensatory time use shall be subject to employee request no less than forty-eight (48) hours prior to the requested time off, or by approval of the Chief or his designee when exigent circumstances are involved. Approval for use of Compensatory time requested shall not be unreasonably denied unless such approval is deemed to be unduly disruptive to departmental operations. The forty-eight (48) hour advance notice requirement for Compensatory time use shall be contingent upon the compliment of force (Full and Part time

police officers, probationary included) remaining the same or more, but no less than were in force upon commencement of the current Agreement.

- D. When filling a vacancy, the shift commander/OIC shall first offer the vacancy to all eligible full-time officers, at no more than two (2) contact numbers specified by the officer and maintained on the call-out rotation list kept in the Sergeant's office. The officer will have five (5) minutes to respond to the call out and accept or refuse the overtime opportunity. The shift commander/OIC may continue to notify such other officers that their opportunity is dependent upon the previous officer's calling back within the five (5) minute waiting period. If an officer refuses a call-out opportunity, is on leave for the period to be worked, or is not trained and/or certified to dispatch and the position to be filled is a dispatch vacancy, it shall be noted on the rotation list and credited as though they have worked the call-out for the purpose of the list. Any officer already working for the period to be covered shall not be rotated on the seniority list and the row beside that officer's name on the rotation shall remain blank. Any officer that accepts an overtime opportunity for a full shift may elect to split the shift with another officer and shall be responsible for contacting the other officer to fill the split, as well as being responsible for proceeding forward on the rotation list and noting that the splitting officer has used their next call-out opportunity on the rotation. When called for an overtime opportunity, an officer may inform the shift commander/OIC that they would split the shift, but do not want to work the full shift. The shift commander/OIC shall make note of this and continue calling officers in order of rotation advising of the split request until an officer either accepts the split or advises that they want to work the entire shift vacancy, in which case the previous officer on the rotation who requested the split shall be marked as not accepting the opportunity. Officers working a twelve (12) hour shift shall be limited to accepting no more than four (4) hours of overtime between shifts (officers shall have no less than eight (8) hours off duty between shifts). If an officer under these limitations accepts four (4) hours of a vacancy that is more than four (4) hours in length, the officer conducting the overtime call-out shall continue through rotation until the remaining hours of the vacancy have been covered. Officers working their last day of consecutive workdays shall be permitted to work up to six (6) hours of overtime (18 in 24 hours limit). Officers working sixteen (16) hours of overtime shall not work any more than two (2) hours of overtime on a subsequent consecutive workday (28 in a 48-hour limit). If no full-time officers accept the vacancy, the part-time officer(s) will be called to fill the opening. If no part-time officer accepts the vacancy, Section E will be followed

Shift vacancies shall be filled with no more than eight (8) hours offered to eligible officers per instance. Officers assigned to twelve (12) hour shifts that are on their regular days off shall not be restricted and can accept a full eight (8) hour vacancy just as officers assigned to an eight (8) hour shift schedule may and shall retain the option to split the vacancy with another officer. Any vacancy that is more than eight (8) hours in length shall require the officer conducting the overtime call-out to continue through rotation until the remaining hours of the vacancy have been covered. If no officer on the rotation list accepts the remaining hours, the officer accepting the first eight (8) hours shall have the option to accept the remaining hours of that shift vacancy. Any overtime opportunity of less than three (3) hours may be covered by an officer on the subsequent/preceding shift, as applicable to the vacancy (fulltime first, regular shift by seniority preference, fulltime cover shift including Canine unit, then parttime regular shift) and shall have the option to cover those hours as a continuation of shift. If none of these officers accept the overtime opportunity, the shift

commander/OIC shall proceed to the rotation list to attempt to cover the vacancy and any officer accepting shall not lose their place in rotation

- D. If an overtime opportunity occurs and it must be forced covered due to no officers accepting the overtime, the vacancy may be filled using a part-time police officer or the Administrative Lieutenant, except: At no time shall a shift be comprised of less than one (1) full-time uniformed bargaining unit officer in combination with part-time officers and/or the Administrative Lieutenant. When a bargaining unit member must be forced to cover an overtime vacancy in order to meet this requirement, then the full-time officer on the shift preceding the overtime with the least amount of seniority shall be the first officer forced to cover the vacancy, except that no officer may work more than sixteen (16) hours in any twenty-four (24) hour period, or more than twenty-four (24) hours in any forty-eight (48) hour period. An officer may voluntarily work up to eighteen (18) hours in a twenty-four (24) hour period, and up to twenty-eight (28) hours in any forty-eight (48) hour period. Any hold over exceeding these time limits due to an exigent circumstance(s) shall not be considered a violation of this article. A vacancy shall be considered to exist when less than three (3) full-time officers and one (1) dispatcher are on duty, except in the event that Sections G, of the Overtime Article is applicable, then a shift may be comprised of a combination of full-time and regularly scheduled part time officers totaling no less than three (3) uniformed police officers and one (1) dispatcher during a shift. Any officer forced to cover a vacancy shall not lose their place in rotation.
- E. A police officer assigned to dispatch duty shall not be considered for the purpose of fulfilling the minimum of three (3) uniformed police officers during a shift and probationary officers (Bargaining and part time) shall not count toward minimum staffing requirements until a Field Training Officer has certified the probationary officer(s) have been adequately trained.
- F. In the event a vacancy results from the absence of a bargaining officer due to sick, compensatory, vacation, personal, holiday or other temporary leave that reduces a shift below the three (3) bargaining officer minimum, that vacancy shall be considered filled by a part time officer whose regular recurring schedule coincides with the shift vacancy. In the event no part time officer(s) are regularly scheduled, the bargaining officers shall be afforded the overtime opportunity to fill the vacancy (or vacancies) per rotation of the call out list.
- G. When an emergency exists within the City and additional manpower is needed, members of the bargaining unit shall be called out in the same manner as provided in paragraph D, prior to any part-time police members, auxiliary police members, neighboring police departments, or private security entities being contacted for assistance. Members of the bargaining unit shall receive one and one-half (1-1/2) times his/her hourly rate for all time worked during the emergency with the minimum amount being consistent with paragraph A of this article.
- H. Auxiliary Police may be used before bargaining unit members for special events such as parades and fireworks. Every effort shall be made to attempt to equalize overtime opportunities among all officers through the administration of D above.

**ARTICLE 9
COURT LEAVE**

- A. Any member of the bargaining unit who is required or subpoenaed to appear in any court of record, or proceedings (i.e., depositions, grand jury) outside regular duty hours, as an incident to his duties, shall receive pay for all his time related to that court appearance. Such pay shall be at the rate of one and one-half (1 ½) times the regular hourly rate of such person. There shall be a minimum of three (3) hours pay for any court appearance as described above. Members of the bargaining unit who are required or subpoenaed to appear during regular duty hours shall notify the Chief or his designee in advance if the court case is expected to result in the bargaining member(s) absence from the City for more than three and one-half (3 1/2) hours. If the officer's absence is likely to result in staffing levels falling below the three (3) officer minimum for a period exceeding three and one-half (3 1/2) hours, a callout shall be conducted as defined in Article 9 Overtime Section D, to assure that the criteria defined in Section E of the same article has been met. For court cases requiring the attendance of members of the bargaining unit, the City shall: (a) provide a department vehicle for court cases or (b) compensate members of the bargaining unit at the current reimbursement rate for gas mileage.
- B. Members will not be required to appear in any court of record unless they are served by a subpoena or a notice of assignment. Members of the bargaining unit shall return all subpoena fees collected by them for appearances in any court of record to the Auditor of the City of Salem.
- C. JURY DUTY – Members who are required to serve on Jury Duty during their regular scheduled workdays shall be compensated their regular wages for each day of Jury Duty and shall be considered to have worked that day, provided that the member establishes proof of serving on Jury Duty, submits all compensation from the Court to the employer, and four (4) hours or less of their regular scheduled workday remains after traveling home from Jury Duty. If Jury Duty is cancelled or the member is excused and more than four (4) hours of their regular scheduled workday remains after traveling home from Jury Duty, the member must report to work for duty for the remaining hours of their regular scheduled work day.
- Members assigned to a night, afternoon, or midnight shift shall be temporarily re-assigned as day shift officers for the length of the Jury Duty service and shall not be required to report to work for their normal assigned and scheduled shift until excused or released from Jury Duty service.
- D. Any member of the bargaining unit attending court in between their twelve (12) hour shifts of consecutive workdays shall have their allowable hours for working overtime and extra details reduced by a number equal to the hours that the member spent at court (officers shall have no less than eight (8) hours off duty between shifts).

**ARTICLE 10
CALL BACK**

- A. Each member of the bargaining unit shall receive a minimum of three (3) hours of call back pay for each call back. Such call back pay shall be at the rate of one and one-half (1-1/2)

times his regular hourly rate of pay. If said member has completed his call back task prior to the expiration of three (3) hours, said member shall be released from duty and still be paid said minimum call back pay.

ARTICLE 11 STAND-BY

Whenever an employee is placed on stand-by status by the employer or an employer representative, said employee shall be paid twenty-five percent (25%) of his/her regular hourly rate of pay for all hours of stand-by status. If an employee is on stand-by for three (3) or more hours, then called into work or court, the employee shall be paid for all hours of stand-by and receive all additional compensation to which said employee would normally be entitled. Stand-by status shall terminate in three (3) hours unless re-established by the department.

ARTICLE 12 USE OF PERSONAL VEHICLE

If the City requires an employee to use his/her personal vehicle, or the City does not provide a City vehicle for the use of the employee on City business, said employee shall be compensated for mileage at the reimbursement rate established by the City for its employees.

ARTICLE 13 SICK LEAVE

- A. Each member of the bargaining unit shall earn sick leave at the rate of .06 hours of sick leave for each hour worked. Hours worked shall be deemed to mean hours actually worked or scheduled hours, if the employee did not work but was otherwise entitled to receive pay thereof, whichever is greater.
- B. Each member of the bargaining unit eligible to earn sick leave shall commence earning the same from the effective date of employment with the City of Salem and shall be entitled to accumulate the same without limit.
- C. Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, or for illness, injury in the employee's immediate family. Immediate family shall be defined and construed to mean spouse, parents, children, grandparents, siblings, grandchildren, or legal guardian(s) or other person who stands in the place of a parent (*in loco parentis*). Time off for doctor and dental appointments for employees shall be charged to sick leave; however, such appointments, if possible, shall be scheduled at a time that does not interfere with the member's work schedule.
- D. When sick leave is used, it shall be deducted from the member's credit based on one (1) hour for every one (1) hour of absence from previously scheduled work.

- E. 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 the City of Salem, by reason of age and length of service, shall be entitled to remuneration in cash for any and all sick leave accumulated by said employee at twenty-five percent (25%) of the full amount of the employee's accrued but unused sick leave, and such election shall be deemed to eliminate all of the requested sick leave credit accrued by said member at the time. The maximum payment that may be made is twenty-five percent (25%) of one thousand two hundred eighty (1280) sick leave hours (three hundred twenty [320] hours). Such election must be made on or before the date of retirement or severance.
- F. In the case of death of a bargaining unit member, payment for sick leave credits shall be paid by the City within thirty (30) days to:
 - 1. the surviving spouse;
 - 2. any one or more of the children eighteen (18) years of age or older; or
 - 3. the father or mother of the deceased employee, with preference being given in the order named.
- G. An employee who is to be on sick leave shall notify the management or his/her designee of such absence at least one (1) hour prior to the start of his work shift each day he is to be absent. However, daily notification shall not be necessary for absences in excess of two (2) days that are documented with a physician's certificate with an expected return to work date. The Chief is to be notified as soon as the bargaining unit member learns that the expected return to work date has been changed.
- H. 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 shall commence on the first day of the pay period which includes November 1 and ends on the last day of the pay period immediately preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his desire to convert sick leave no later than the end of the pay period that includes November 1. Calculation of payment for the cash benefit conversion shall be made by the following formula: Fifty percent (50%) of the employees accrued/unused, times his/her regular hourly rate.

ARTICLE 14
HOSPITALIZATION AND MEDICAL INSURANCE

- A. From the effective date of this agreement through June 30, 2023, the City of Salem agrees to provide hospital and medical 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, 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 fifteen percent (15%) for the employees for the duration 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 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 the City of Salem's 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 differences between family and employee child, or single and employee/spouse. (This excludes spouses who are eligible for Medicare or who are employed by the City of Salem.)
- 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 employees 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. Alternative Plans

Notwithstanding the above provisions, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care plans during the term of this agreement. Participation by any employee in the alternative health care plan is voluntary. The terms and conditions of such alternative plans shall be determined by the Employer. The cost and/or the 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. All fulltime employees of the City of Salem MUST meet certain core requirements to not only be eligible to continue to participate in the ERHealth program, or any other health program, but most importantly for the City and employees, to receive an annual discount on insurance premiums.

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

If by chance the City of Salem does not see an increase in its health insurance premium, the bargaining member, and their spouse, who fails to participate in the preventative care of ERC, by not getting their physical by August 31, and the employee does not meet with the health coach four times, if required by the ERHealth 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.

- I. Dental Coverage

The City shall pay up to thirty dollars (\$30) per month towards dental coverage with coverage comparable to the plan specified in Appendix C. Each member's amount shall be calculated based on how many members are on the dental plan and which tier the member is on. Any amount in excess of thirty dollars (\$30.00) will be deducted per pay.

- J. Vision Coverage

The City agrees to provide vision insurance for each member of the bargaining unit with coverage comparable to the Vision Service Plan, Plan B, Appendix C.

- K. One member of the bargaining unit shall be accepted to a Health Care Cost Containment Committee.

ARTICLE 15 GYM MEMBERSHIP

- A. As long as the City is accepted into an Anthem ERHealth 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 ERHealth program 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 16 DISABILITY LEAVE

- A. Any member of the bargaining unit who is disabled while in the performance of his duties as a police officer may use all available sick leave from the date of the disability until granted a disability pension from the Police and Firemen's Disability and Pension Fund of the State of Ohio.

- B. The City agrees to provide hospitalization insurance as described in the Hospitalization and Medical Insurance Article to all members and their family while such member is on Workers Compensation leave for a period of two (2) years maximum.
- C. Employees who have exhausted sick leave time while on disability leave and are returning to duty shall be granted forty (40) hours of advance sick leave time. Once the employee is back to work, the advance time shall be repaid by deducting accrued time at a rate of one-half (½) accrued time per month. If the employee's employment relationship with the City of Salem terminates before said advance leave is repaid, said leave shall be due and payable to the City of Salem at the employee's current rate of pay.
- D. In the event that a member is to attend any engagement required by the Bureau of Workers Compensation and/or the Industrial Commission of Ohio while that member is on duty, that member will be released from duty, with pay, for attendance, and such time off shall not be deducted from accumulated sick time, vacation time, holiday time or any other paid leave.

**ARTICLE 17
LIFE INSURANCE**

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

**ARTICLE 18
HOLIDAYS**

On January 1st of each year, each bargaining unit employee whose shift constitutes an eight (8) hour shift shall be credited with ninety-six (96) holiday hours, and each bargaining unit employee whose shift constitutes a twelve (12) hour shift will be credited with one-hundred-forty-four (144) holiday hours, in lieu of receiving official City holidays. Said hours shall be taken off with the approval of the Chief or his/her designee, subject to sufficient manpower, at any time during the calendar year.

- A. Any member of the bargaining unit working on Thanksgiving Day and/or Christmas Day shall be allowed one (1) hour off, with compensation.
- B. All holiday hours must be used or forfeited. Up to two (2) holidays per employee per year may be converted to cash only upon certification by the Chief or the City Auditor that because of scheduling and staffing difficulties the employee was unable to be scheduled for his holiday time.
- C. Members of the bargaining unit physically working on any of the following designated

holidays shall be compensated at a rate of one and one-half (1-1/2) times their hourly rate of pay for all-hours worked that coincide with the twenty-four (24) hour period of the designated holiday. Members working any overtime on a designated holiday shall be compensated at a rate of two (2) times their hourly rate of pay for the overtime hours worked.

New Years Day*	First (1st) day of January
Washington's Birthday (traditional)	Twenty-second (22nd) day of February
Good Friday ** (or Easter, see below)	Date varies each year
Memorial Day	Last Monday in May
Independence Day	Fourth (4th) day of July
Labor Day	First (1st) Monday of September
Columbus Day (traditional)	Twelfth (12th) day of October
Veterans Day	Eleventh (11th) day of November
Thanksgiving Day	Fourth Thursday of November
Christmas Day*	Twenty-fifth day of December

* Any member of the bargaining unit that is regularly scheduled during the hours of 1800 to 0000 whose regularly scheduled days off occur on New Years Day and/or Christmas Day and who are required to work on New Years Eve and/or Christmas Eve, shall receive the holiday pay rate for working the "Eve" of the holiday (from 1800 to 0000 hours), in addition to any holiday rate earned for work after midnight (from 0000 to 0600) on the actual holiday. Under no circumstances shall any employee be paid holiday rate for both the "Eve" and "Day" of either of these two holidays. Night shift Employees that elect to take leave on New Years Day or Christmas Day shall not be eligible to earn the holiday rate for working the "Eve" of either holiday.

** Any member of the bargaining unit whose regularly scheduled days off occur on Good Friday and who are required to work on Easter Sunday, shall receive the holiday pay rate for working Easter Sunday. Under no circumstances shall any employee be paid holiday rate for both Good Friday and Easter Sunday. Employees that elect to take leave on Good Friday shall not be eligible to earn the holiday rate for working Easter Sunday.

A bargaining member on an approved leave the day preceding or following a designated holiday (excluding sick leave) shall still qualify for the one and one-half (1-1/2) holiday pay rate if they physically work the designated holiday. A bargaining member taking sick leave the day preceding or following a designated holiday shall not be eligible to receive the one and one-half (1-1/2) pay rate if they physically work the said holiday unless a doctor's excuse is provided or unless approved by the Chief or his designee as a result of an exigent circumstance(s).

- D. All bargaining members shall receive two (2) personal days on January 1st of each year of the Labor Agreement, to be used within the calendar year. Each bargaining member whose shift constitutes an eight (8) hour shift shall be credited with sixteen (16) personal hours, and each bargaining unit employee whose shift constitutes a twelve (12) hour shift will be credited with twenty-four (24) personal hours. No personal day shall be carried over. Request of the personal day shall be twenty-four (24) hours prior to the requested date of use whenever possible but shall not be denied if the member is unable to meet the time constraint.

The president of the FOP/OLC shall receive twenty-four (24) hours of union time to be used within the calendar year, commensurate with any unpaid time spent performing Union related activity or to attend FOP/OLC conference and state meetings. Once the twenty-four (24) hours of union time has been depleted, the employer shall not be obligated to provide any further form of compensation to the President of the FOP/OLC for union related activity that year. Approval for use of this union time shall be subject to operational needs and shall not disrupt departmental operations unless approved by the Chief or his designee due to an exigent circumstance(s). Any portion of the twenty-four (24) hours shall not be part of the standard forty (40) hour work week for the purpose of computing overtime.

ARTICLE 19 VACATIONS

- A. Members of the bargaining unit shall be entitled to paid vacations under conditions and as specified herein.
- B. The vacation year is defined as January 1 through December 31 and each member of the bargaining unit shall express his first and second choice vacation preference to his department head by February 1 of each year. All bargaining unit members who apply for vacation leave, holiday leave and personal leave by this date shall have their vacation, holiday and personal leave scheduled by seniority preference, except that a request for vacation leave of three (3) or more consecutive days on eight (8) hour shifts or two (2) or more consecutive days on twelve (12) hour shifts shall take precedence over any single day request, excluding all Federal Holidays, all holidays designated in this Agreement, New Years Eve, Christmas Eve, Easter Sunday and the day after Thanksgiving Day, all of which shall be permitted to be taken as single days while maintaining seniority preference. (In the event that a less senior officer over-rides a senior officer's single day vacation request, the senior officer shall be required to use either personal time or if accumulated compensatory time at least forty-eight (48) hours in advance, to secure leave for that day). All other vacation leave shall be subject to a first come, first served basis. On or about September 1, the Chief shall inform all members of the bargaining unit of the number of vacation days he/she still has unscheduled. Every effort shall be made to schedule all such days consistent with the manpower need of the department.
- C. To facilitate the employers' obligation to provide vacation leave as defined in this article, when staffing levels have been reduced to minimum manpower resulting from lay-off, medical leave, officer re-assignments or other similar indefinite circumstance in excess of fourteen (14) days in length, vacation leave requested in blocks of five (5) days at a time shall not be unreasonably denied. Every effort shall be made to schedule all such days' consistent with the manpower needs of the department.
- D. 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. Such vacation as earned during the qualifying year shall be taken during the following year.
- E. Regular full-time employees must have completed at least one (1) year of service since the last date of hire before becoming eligible for any vacation.

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

Completion of 1-year service:	80 hours
Completion of 5 years service:	120 hours
Completion of 12 years service:	160 hours
Completion of 17 years service:	184 hours
Completion of 20 years service:	200 hours

G. Hours of vacation as established in subsection (E) hereof are hereby determined to mean working hours.

H. Vacations may be taken in increments of hours.

I. Vacation pay shall be based on the bargaining unit member's regular hourly rate of pay.

J. Scheduling of vacations shall be the responsibility of the Chief or his designee, and subject to sufficient manpower available to cover such leave, as determined by the Chief and subject to section F of this article.

K. Vacation credit for vacation year must be taken by the end of that vacation year, except a member may carry over unused vacation leave to a maximum limit of three (3) years of accumulation. In lieu of carrying over accrued time, bargaining unit members may elect to receive a cash pay out in the first period of December for the amount of time that could have been carried over.

L. Employees who are absent from work or laid off for six (6) or more consecutive months, but less than one (1) year, and who are then returned to active employment shall be eligible for one (1) week of vacation after completing six (6) months of active employment.

M. When calculating service time for vacation purposes, a break in service caused by the City shall not count against the employee.

**ARTICLE 20
LONGEVITY**

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

YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT	YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT
< 5 YRS	\$0.00	15 YRS	\$48.20
5 YRS	\$25.00	16 YRS	\$50.52
6 YRS	\$27.32	17 YRS	\$52.84

7 YRS	\$29.64	18 YRS	\$55.16
8 YRS	\$31.96	19 YRS	\$57.48
9 YRS	\$34.28	20 YRS	\$59.80
10 YRS	\$36.60	21 YRS	\$62.12
11 YRS	\$38.92	22 YRS	\$64.44
12 YRS	\$41.24	23 YRS	\$66.76
13 YRS	\$43.56	24 YRS	\$69.08
14 YRS	\$45.88	25 YRS	\$71.40

- B. All bargaining members hired after July 1, 2014, shall be entitled to remuneration in addition to that otherwise provided in accordance with the following schedule.

YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT	YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT
< 5 YRS	\$0.00	15 YRS	\$34.85
5 YRS	\$11.62	16 YRS	\$37.17
6 YRS	\$13.94	17 YRS	\$39.49
7 YRS	\$16.26	18 YRS	\$41.82
8 YRS	\$18.59	19 YRS	\$44.14
9 YRS	\$20.91	20 YRS	\$46.46
10 YRS	\$23.23	21 YRS	\$48.79
11 YRS	\$25.55	22 YRS	\$51.11
12 YRS	\$27.88	23 YRS	\$53.43
13 YRS	\$30.20	24 YRS	\$55.76
14 YRS	\$32.52	25 YRS	\$58.08

- C. For twenty-six (26) years and each additional year thereafter, add two dollars and thirty-two cents (\$2.32) biweekly per year.
- D. Payment shall begin on the first full pay succeeding the anniversary date of the member's hiring as a full-time police officer.

**ARTICLE 21
LEAVE WITHOUT PAY**

- 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 of absence without pay is a matter of administrative discretion. The Chief, or other designated official, in each individual case should decide if a leave of absence is to be granted.
- C. Upon the completion of the leave, every effort shall be made to return the employee to a similar position as he held prior to the leave.

**ARTICLE 22
UNIFORMS, CLOTHING, AND EQUIPMENT**

Effective January 1, 2018, each member of the bargaining unit shall receive an annual clothing allowance of eight hundred dollars (\$800) (net) in form of a check. Exception: If a bargaining union member has submitted a retirement date within the year, their uniform allowance will be pro-rated from January 1 to the date of their retirement. Also, if a bargaining union member terminates their employment any time during the calendar year, that employee shall be permitted to keep the current pro-rated amount (uniform allowance divided by 365) per day that he was employed by the Salem Police Department for the given calendar year, and the difference shall be withheld from said employee's final paycheck.

- A. New members of the Salem Police Department shall receive an initial uniform allowance of \$800.00, in form of a check for the time from their first day of work through the end of the calendar year. On the one-year anniversary, the new member's uniform allowance will be prorated from anniversary date to December 31. Should the new employee fail to complete the probationary period, employee shall be subject to pay back a prorated amount of the uniform allowance through payroll deduction in final pay.
- C. Within ten (10) days of a member's initial date of hire, the Employer shall order that member a personally fitted body armor of N.I.J. threat level III A, including a ballistic chest plate and two (2) vest carriers. Each member's body armor shall be replaced with new body armor prior to the expiration of the manufacturer's warranty. Newly hired members who already possess body armor shall not be issued new body armor until near, and prior to the expiration of their current body armor's manufacturer warranty. The employer's cost for individual body armor purchases shall not exceed one thousand dollars (\$1,000) per member. Should a new employee fails to complete the probationary period, the employer's cost of the fitted body armor shall be deducted from his/her final paycheck.
- D. If personal property of a member of the bargaining unit is lost, damaged, or destroyed as a result of actions arising out of the member's performance of his/her official duties, the employer shall compensate the member for the property, repair the property, or replace the property. Limit of two hundred dollars (\$200.00) annually.

- E. The member must file a report of the incident within forty-eight (48) hours of the loss, destruction, or damage. The report will contain a description of the property, explanation of how the property was lost, destroyed, or damaged, and an estimated cost of repair and replacement. Where practicable, the property shall be available for inspection, which is to take place within seventy-two (72) hours of the incident except in unusual circumstances. The damaged property is to be returned to the member of the bargaining unit.

**ARTICLE 23
EDUCATIONAL CERTIFICATE BONUS**

- A. Each member of the bargaining unit who holds an Associate Degree from a bona fide college or university shall receive a bonus of six cents (\$0.06) per hour.
- B. Each member of the bargaining unit who holds a Bachelor's Degree from a bona fide college or university shall receive a bonus of twelve cents (\$0.12) per hour.
- C. Each member of the bargaining unit who holds a Master's Degree from a bona fide college or university shall receive a bonus of eighteen cents (\$.018) per hour.
- D. Only one bonus to be paid - at the highest level of degree held.
- E. All members of the bargaining unit, who have received state certification in Firearms Qualification, and continues to maintain their state certificate, shall receive an additional amount of pay bi-weekly as follows:

Firearms Certification	25.00 per pay
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Bi-weekly firearms certificate pay shall be in addition to any college degree bonus.

**ARTICLE 24
HAZARDOUS DUTY PAY**

One thousand five hundred dollars (\$1,500) hazardous duty pay has already been incorporated into the hourly wage schedule listed in Article 26, Section A, of this Agreement.

**ARTICLE 25
DISCIPLINE**

- A. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:
 - 1. Written or oral warning;
 - 2. Written reprimand;
 - 3. Suspension of record or suspension without pay (at the option of the employee, and

with the concurrence of the Employer. Accrued vacation or holiday time may be forfeited equal to the length of the suspension without pay; a record of suspension will be maintained);

4. Reduction in pay or position;
5. Discharge.

- B. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Disciplinary hearings, if any shall be completed within ten (10) calendar days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within fifteen (15) calendar days of the receipt of the hearing officer's response. Disciplinary hearings will be conducted by a hearing administrator selected by the Employer. The employee may choose to: (1) appear at the hearing to present oral or written statements in his defense; or (2) appear at the hearing and have one (1) chosen representative present oral or written statements in defense of the employee; or (3) elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's rights to disciplinary hearings.
- C. At the disciplinary hearing, the hearing administrator will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents, which explain whether or not the alleged misconduct occurred. The employee may be represented by any person he chooses. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the disciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.
- D. The employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing administrator giving his/her opinion whether or not the alleged misconduct occurred. The Employer will decide what discipline if any is appropriate. A copy of the hearing administrator's report will be provided to the employee within three (3) calendar days following its preparation.
- E. Disciplinary action may be appealed through to the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.
- F. Any employee under indictment or arrested for a felony or a crime or moral turpitude, who is not disciplined or discharged by the Employer, may be placed on a leave of absence with pay until resolution of the court proceedings. An employee found guilty by the trial court shall be summarily discharged. The Employer shall continue to pay the employee's insurance premiums during any leave of absence.
- G. The Employer agrees that all disciplinary procedures shall be conducted in private and in a

business-like manner.

- H. The employee shall have at his request, the presence of a Union representative any time during a disciplinary action, investigation, or interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties.

ARTICLE 26 GRIEVANCE AND ARBITRATION

A. Grievance

1. A grievance is a complaint, dispute, or other controversy in which it is claimed that either party has failed in an obligation under the terms of this Agreement, and which involves the meaning, interpretation, or application of this Agreement.
2. Both parties agree that all grievances should be dealt with promptly, and every effort should be made to settle grievances as close to the source as possible.
3. Should the administration fail to comply with the time limits herein, the grievance shall automatically be appealed to the next step. Should the Union or member fail to comply with the time limits herein, the grievance shall be considered abandoned. All time limits may be extended by mutual consent.
4. When a grievance is initiated by any member of the bargaining unit or the employee representative, the following procedures shall apply:

a. STEP 1

A grievance must be presented orally, or in writing, at the choice of the aggrieved, to the immediate supervisor or, in his/her absence, the Chief, within five (5) working days after it has become known to the employee. The immediate supervisor or the Chief shall have five (5) working days following such presentation to submit an oral response. The employee shall be accompanied by a Union representative, if so requested.

b. STEP 2

If the grievance is not settled at Step 1, the Union or the aggrieved will reduce the grievance in writing. The written grievance must be presented to the Chief within five (5) working days after the receipt of the Step 1 answer. The Chief shall reply in writing within five (5) working days after receipt of the written grievance.

c. STEP 3

If the grievance is not settled at Step 2, the Union or aggrieved may appeal in writing to the Mayor or his/her designee. Such appeal must be submitted

within seven (7) working days after receipt of the Step 2 reply. The Mayor or his/her designated representative shall meet within thirty (30) calendar days with the Union and/or aggrieved to attempt to resolve the grievance. The Mayor shall reply in writing within ten (10) working days following such meeting.

d. STEP 4

If the grievance is not resolved at Step 3, either party may, within ten (10) working days after the decision of the Mayor or his/her designee, certify in writing to the other party its intent to submit the grievance for arbitration.

e. STEP 5

A member of the bargaining unit and his/her grievance representatives shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of his/her respective supervisor. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

B. Arbitration

1. Selection

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached; a joint request shall be made to the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

2. Hearing Time

The arbitrator shall schedule a hearing within thirty (30) calendar days at a time and place convenient to both parties.

3. Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from or alter in any way the provisions of the Agreement.

f. Binding Both Parties

The decision of the arbitrator shall be in writing and binding on both parties.

g. Cost Sharing

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or to any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses, or depositions are required.

**ARTICLE 27
WAGES**

A. 80 Hourly Wage Schedule

RANK	Current Rate 80 Hourly Wage Schedule	Effective 07/01/2020 2.5%	Effective 07/01/2021 2.5%	Effective 07/01/2022 2.5%
1 st Class Patrol	25.87	26.52	27.18	27.86
1 st Year Sergeant			28.81	29.53
After 1 st Year Sergeant	28.46	29.17	29.90	30.65
1 st Year Lieutenant			31.69	32.49
After 1 st Year Lieutenant			32.89	33.72

All bargaining members hired after July 1st, 2014, shall receive a starting wage equal to 70% of the current first (1st) class Patrol Officer wage and shall progress through five (5) steps over a five (5) year period until reaching one hundred percent (100%) of the current first (1st) class Patrol Officer Wage as follows:

First 12 months:	Probation	70%
After 1 year:	5 th Class Patrol	75%
After 2 years:	4 th Class Patrol	80%
After 3 years:	3 rd Class Patrol	85%
After 4 years:	2 nd Class Patrol	90%
After 5 years:	1 st Class Patrol	100%

84 Hour Wage Schedule –

RANK	Current Rate 84 Hour Bi- Weekly Wage	Effective 07/01/2020 2.5%	Effective 07/01/2021	Effective 07/01/2022
Probation (first 12 months)	\$1,448.00	\$1,484.00	19.03	19.50
5th Class Patrol (after 1 year)	\$1,551.20	\$1,589.60	20.39	20.90
4th Class Patrol (after 2 years)	\$1,655.20	\$1,696.80	21.74	22.29
3rd Class Patrol (after 3 years)	\$1,759.20	\$1,803.14	23.10	23.68
2nd Class Patrol (after 4 years)	\$1,862.40	\$1,908.80	24.46	25.07
1st Class Patrol (after 5 years)	\$2,069.60	\$2,121.60	27.18	27.86

Effective 1/1/2022, this section is to be modified due to Kelly Time being eliminated. Effective 1/1/2022, each member assigned to twelve (12) hour shift's hourly rate will be determined by using the formula defined in Article 8, Overtime. shall be compensated encompasses an eighty-four (84) hour work period., of which four (4) hours have been compensated with credited Kelly time in accordance with the Fair Labor Standards Act, and as further defined in Article 7 (Hours of Work). For the purpose of payroll, the bi-weekly pay salary of members assigned to twelve (12) hour shifts shall be averaged paid over an eighty-four (84) hour period, however the actual base hourly rate is obtained by dividing the bi-weekly salary by (80) hours. Each member's regular hourly rate of pay shall be determined using the formula defined in Article 8, (Overtime)

- B 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.
- C. If no Sergeant is present for at least one (1) hour of a shift due to taking vacation time, holiday time, sick leave, or compensatory time, the senior Police Patrolman on duty shall assume the duties of "Officer in Charge" for the time required. And for such time, shall receive the pay of a sergeant. All officers shall be responsible for learning the additional duties of Officer in Charge (OIC) and shall complete such duties while serving in that capacity. OIC duties include checking other officer's paperwork for errors and completion, printing media copies, completing daily pay roll, the monthly attendance record, etc. Any officer shown to have failed to perform the additional duties of OIC shall receive one (1) documented warning, and on a second subsequent violation shall forfeit OIC pay and shall not be permitted to serve as OIC for a period of thirty (30) days from the date of the violation. During the thirty (30) day period, the next most senior officer working on the shift shall assume the duties of OIC and shall receive the pay of a Sergeant for such time that no Sergeant is on duty.
- D. There will be a ten percent (10%) wage rate differential between 1st Class Patrolman and Second (2nd) year Sergeant and ten percent (10%) wage differential between 2nd Year Sergeant and 2nd Year Lieutenant. Any bargaining member hired after July 1st, 2014, that attains the rank of Sergeant shall start at a six percent (6%) wage rate differential the first year, and proceed to the ten percent (10%) wage rate differential at the start of the second year. The rank of Lieutenant has been abolished from the bargaining unit through attrition and there shall be no further promotion to Lieutenant within the bargaining unit unless modified by the employer to meet operational needs. In the event that the employer re-establishes the abolished Lieutenant position(s) to meet scheduling needs, any bargaining member hired after July 1st, 2014, that attains the rank of Lieutenant shall start at a six (6%) percent wage rate differential the first year and proceed to the ten percent (10%) wage rate differential at the start of the second year. Any bargaining member hired after July 1st, 2014 that attains the rank of Sergeant or above prior to reaching first (1st) Class as a Patrol Officer shall progress to the current first (1st) Class Patrol Officer wage rate immediately upon promotion. Patrol Officers must have completed thirty-six (36) months as a bargaining member before being eligible to test for the rank of Sergeant or above.
- E. A shift command differential of six percent (6%) shall be paid to Sergeants regularly

assigned to command a shift of patrol officers and assuming those duties previously performed by a Lieutenant. The command differential pay shall be paid for all hours actually worked and shall be added to the Sergeant's base hourly rate. And when applicable, the command differential pay shall be added to the base rate prior to calculating the overtime. Command differential pay shall not be paid to Sergeants that are not regularly assigned to supervise a shift of patrol officers in the patrol division. When a second Sergeant or above fills a temporary vacancy (works overtime) on the same shift with a Sergeant who is regularly assigned to that shift, the regularly assigned Sergeant shall retain command of, and responsibility for his/her shift, regardless of seniority. Lieutenants shall not receive shift command differential pay.

Hourly Wage Schedule – Sergeant base rate plus shift command differential pay

Shift Commander Differential	Current Rate 1.5%	Effective 07/01/2020 3%	Effective 07/01/2021 6%	Effective 07/01/2022 6%
1 st Year Sergeant			1.73	1.78
After 1 st Year Sergeant	\$.43	\$.88	1.80	1.84

- F. During the Administrative Lieutenants regular scheduled duty hours, patrol division Sergeants assigned to the day shift shall retain command of, and responsibility for, his/her shift, except where exigent circumstances arise that require a major command decision by the Administrative Lieutenant or Chief of Police. In the absence of a patrol Sergeant during the day shift hours, the senior officer on duty shall receive Officer in Charge (OIC pay) for each hour (and fraction of hour) in charge of the shift.
- G. Newly hired police officers may be hired at a wage step above the entry level based upon prior experience, training, and education, at the sole discretion of the Chief of Police, not to exceed the equivalent of three (3) steps of advancement from (probationary to fifth, fourth or third class). A new hire must meet one (1) of the following criteria to be considered for advanced placement.
1. The new hire must be OPOTA certified (or have equivalent certification from another state with additional mandated Ohio police training, if applicable) and must have a degree in criminal justice (or law enforcement related courses) from an accredited college. Advanced placement may be up to one (1) step (from probationary to fifth class) and the new hire shall still be subject to the one (1) year probationary period.
 2. The new hire must be OPOTA certified (or have equivalent certification from another state with additional mandated Ohio police training, if applicable), must have a minimum of one (1) year of experience as a part-time Salem Police Officer or must have a minimum of one (1) year experience with another law enforcement agency and must have been employed as a law enforcement officer within (6) months prior to the date of hire by the City of Salem. Advanced placement may be up to three (3) steps (from probationary to fifth, fourth or third class) and the new hire shall still be subject to the one (1) year probationary period.

3. Advance placement shall include vacation time (prorated from the date of hire not to exceed eighty (80) hours, granted after release from field training, and shall be subject to the provisions of the Vacation Article contained in this bargaining agreement. If an employee terminates employment, or is terminated during the year, any vacation time hours used beyond what would have been earned up to that point shall be deducted from the employee's final pay.

4. New hires granted advanced placement shall not progress to the next wage or vacation step increase until having completed the length of employment that would have been necessary to reach that step had the employee not been granted advanced placement (e.g., two (2) employees hired at the same time, one with advanced placement and one without, would each be at the same wage step upon reaching second (2nd) class after four (4) years of employment).

ARTICLE 28
SHIFT DIFFERENTIAL

- A. Each employee covered by this agreement that is regularly assigned to the second (2nd) shift (afternoon shift 1600 to 0000 hours) and/or third (3rd) shift (midnight shift 0000-0800 hours) on eight (8) hours shift scheduling, or the second shift (night shift 1800 to 0600 hours) and/or cover shift (cover shift 1600 to 0400 hours) on twelve (12) hour shift scheduling, shall be entitled to a shift differential. Employees regularly assigned to any of these shifts will receive a shift differential of forty cents (\$.40) per hour.
- B. Shift differential pay shall be paid to bargaining members that are regularly assigned to the second (2nd), third (3rd), night and evening cover shifts, as well as Canine units not otherwise specifically assigned to a regular day shift schedule, regardless of the shift hours they actually work. Shift differential shall not be paid pay for any approved leaves of three weeks or more. Shift differential shall be applicable to Court appearance time. The shift differential shall be added to the base hourly rate prior to calculating the overtime rate.
- C. Shift differential pay shall not be paid to bargaining members for sick leave hours used for employee absence(s). Shift differential pay shall not be paid to first (1st) shift (day shift) officers that voluntarily work overtime on the second (2nd), third (3rd), night and evening cover shifts.

Any employee regularly assigned to the first (1st) shift that is temporarily displaced, in excess of 14 days, or otherwise re-assigned to the second (2nd) and/or third (3rd) shifts due to the operational needs of the Chief or any other circumstance(s) shall receive differential pay while displaced.

ARTICLE 29
RETIREMENT PICK-UP

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

**ARTICLE 30
SENIORITY RIGHTS**

- A. "Seniority" shall be defined as the length of service from the date of hire as a full-time Police Officer with the Salem Police Department. Any interruption in service in excess of thirty-one (31) days shall be deducted from the length of service in determining seniority.
- B. A break in service shall be defined as any member who resigns, retires or takes disability retirement, or failure to return from lay-off recall notice within 15 days. Any member on an approved unpaid leave shall have his departmental seniority adjusted to not receive credit for the unpaid leave.

**ARTICLE 31
PERSONNEL FILES AND RECORDS**

- A. Any employee may request to see and will be permitted to examine her/his personnel file, so long as she/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 adverse materials placed in her/his file. If said offense(s) does not reoccur within two (2) years, said notation may be relocated from his file and personnel records and placed in an inactive file, upon petition to the Mayor of the City of Salem to have them relocated.
- C. Should any member have reason to believe that there are inaccuracies in documents contained in his personnel file, he may write a memorandum to the Chief explaining the alleged inaccuracy after examining his personnel file. The Chief shall attach the memorandum to the document in the file.

**ARTICLE 32
SHIFT SCHEDULING**

- A. Personnel will be permitted to select their tour of duty by shift, and for the twelve (12) hour schedules, by preferred team [one (1), two (2), three (3) or four (4)]. Seniority shall prevail; the only position(s) not available for selection is: Canine team(s), School Resource Officer(s), the Investigator(s) and/or Juvenile which shall be assigned by the Chief of Police.
- B. Employees shall select the shift/team prior to each December 15 on a seniority basis with the effective date of their selection being January 1. Shift/team selections shall not be changed except due to retirement, death, resignation, or assignment by the Chief. The vacant position on said shift/team shall be bid by the employees with said open position going to the most senior employee who bid on said shift/team. Schedules may be temporarily adjusted by the Chief of Police to accommodate training [example: Two (2) twelve (12) hour shifts might be temporarily changed to three (3) eight (8) hour shifts. Should a member be displaced due to scheduling needs of the Chief (i.e., training, rotation of probationary new hires), the displaced member shall have bumping rights to other shifts/teams over less senior employees.
- C. Bargaining unit members may trade shifts/teams and/or days off with other employees

subject to the following:

1. All requests for shift/team trades must be approved by the immediate supervisor.
 2. Shift/team trades shall not create an overtime liability for the employer.
- D. Effective April 04, 2018, the City of Salem (Employer) and the Salem Police Officers (Union Bargaining members) mutually agree that the twelve (12) hour shift schedule shall continue beyond the one-year trial and shall be memorialized as an alternate schedule in the police bargaining agreement.

The Employer, or designee, shall not arbitrarily discontinue or modify the twelve (12) hour shift schedule without showing just cause. (Examples of just cause: Elimination of the permanent part time patrolmen positions or elimination of permanent part time patrolmen counting as necessary to maintain set minimum staffing levels). Upon written notification by either party, the parties shall meet within fifteen (15) days to present and discuss perceived problems or proposed changes of the shift scheduling and shall seek a mutually agreeable resolution. To minimize the adverse effect of a schedule change on members and departmental operations, when just cause has been shown, the twelve (12) hour shift schedules shall not be discontinued for a period of at least ninety (90) days after written notification of such intent and the employer further agrees to effect such schedule changes as near as possible to the beginning of the calendar year.

**ARTICLE 33
PAID ADMINISTRATIVE LEAVE**

Any employee may be placed on paid administrative leave while the City investigates incidents that could lead to disciplinary action. Said employee will not lose pay, fringe benefits, or seniority while on paid administrative leave. Administrative leave with pay shall not be considered a disciplinary measure. Administrative leave shall be at the discretion of the Chief of Police.

**ARTICLE 34
FAMILY AND MEDICAL LEAVE**

The City agrees to comply with Federal law with respect to FMLA.

**ARTICLE 35
LAYOFF AND RECALL**

Patrol Officer Unit

- A. In the event of a layoff in the patrol officer bargaining unit, all part-time and/or seasonal personnel in the rank of police patrol officer shall be laid off first. The bargaining unit member to be laid off first shall be the police patrol officer with the least amount of departmental seniority. The reason for any layoff shall be for lack of work, lack of funds or job abolishment. The Employer will notify affected employees in writing at least seven (7) days in advance of the effective dates of the layoff.

- B. Bargaining unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff. No person shall be hired into a bargaining unit position while there are bargaining unit members on layoff.
- C. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work of a police patrol officer.
- D. Notice of recall shall be sent to the employee by certified mail or hand delivery. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice "Return Receipt Requested" to the last mailing address provided by the employee. Failure of the employee to accept the recall assignment by written notice to the City within forty-eight (48) hours after receipt of the notice of recall shall be removed from the recall list.

Sergeants and Above

- A. In the event of a layoff in the sergeants and above bargaining unit, all part-time and/or seasonal personnel in the affected rank(s) shall be laid off first. The bargaining unit member to be laid off first shall be the officer in the affected rank(s) with the least amount of departmental seniority. The reason for any layoff shall be for lack of work, lack of funds or job abolishment. The Employer will notify affected employees in writing at least seven (7) days in advance of the effective dates of the layoff.
- B. Bargaining unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit members on layoff or demotion in the affected rank.
- C. Any employee laid off from a bargaining unit position may, at his option, displace the least senior employee in the same or lower classification (rank). The employee must notify the Employer within forty-eight (48) hours after the employee receives his layoff notice of the employee's decision to exercise his bumping right. Failure to bump shall result in removal from the recall list.
- D. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work of the rank to which they are recalled.
- E. Notice of recall shall be sent to the employee by certified mail or hand delivery. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice "Return Receipt Requested" to the last mailing address provided by the employee. Failure of the employee to accept the recall assignment by written notice to the City within forty-eight (48) hours after receipt of the notice of recall shall be removed from the recall list.

ARTICLE 36
SICK LEAVE DONATIONS

A. Catastrophic Illness or Injury

Employees who have suffered a catastrophic illness or injury and have depleted all other paid leave (sick, vacation, personal and compensatory) may request a donation of sick leave from other City employees. A “catastrophic illness or injury” shall be defined as only those calamitous illnesses or injuries that cause a period of temporary incapacity (inability to work or perform daily activities) that extends over a period exceeding thirty (30) workdays. This section cannot be applied to a work-related illness or injury that is compensated under Ohio Workers’ Compensation System.

B. For purposes of this procedure, the term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include the following or a diagnosis similar to the following in severity and disability:

1. Accident resulting a serious fracture(s) or amputation of a limb
2. AIDS
3. ALS (amyotrophic lateral sclerosis)
4. Cancer
5. Cerebral palsy, muscular dystrophy, M.S
6. Condition causing paralysis
7. Hemophilia
8. Mental illness requiring hospitalization
9. Severe burn involving over twenty percent (20%) of the body
10. Severe head injury requiring hospitalization
11. Spinal cord injury
12. Stroke or cerebrovascular accident

C. An employee who is about to exhaust accumulative leave time due to “catastrophic illness or injury” shall submit a request for donated sick leave to the Chief. Attached to the request shall be the physician’s certification of the illness or injury, estimated return to work date, and the amount of hours the employee is asking to be donated. The Chief shall notify the City Auditor of the request, the City Auditor will determine the eligibility of the employee to receive a donation and that determination shall be final. The Chief shall notify the employee of the City Auditor’s determination. If it is determined that an employee is eligible to receive the donation, it shall be the responsibility of the employee to make the request for donations. Any eligible employee may voluntarily elect to contribute, permanently, sick leave hours to another eligible employee.

D. The following criterion applies to the Catastrophic Illness or Injury Policy:

1. Eligibility

Only full-time, non-probationary employees are eligible to donate or receive sick leave hours.

2. Donating Employee:

A full-time employee that has 200 hours or more of unused sick leave may contribute in one (1) hour increments up to forty (40) hours of sick leave per calendar year. This donation is permanent and therefore cannot be returned to the donor. The donated hours will not count as an absence for the donating employee. Employees wishing to donate sick leave should fill out a Sick Leave Donation Form and forward it to the Chief who shall submit the forms with the next payroll.

3. Recipient:

A full-time employee may receive no more than one hundred sixty (160) hours of donated sick leave time per a twelve (12) month period. A twelve (12) month period shall be counted forward from the first day an employee utilizes the donated sick leave. An appropriate leave request must be submitted indicating the number of hours of donated sick leave the employee will be using during the period of disability. Failure to do so may result in the employee's pay being withheld until the appropriate form is received. Employees utilizing donated sick hours will not receive any holiday pay or accrue vacation or sick leave but shall retain all other benefits. A physician must certify the employee's illness or disability, noting the approximate date the employee will be returned to duty. The employee is eligible to receive a donation under this policy up to one (1) year after the employee has exhausted all accumulated paid leave.

**ARTICLE 37
BEREAVEMENT LEAVE**

Each member of the bargaining unit shall be entitled to three (3) days of bereavement leave with full pay to attend the funeral of any of the following individuals: spouse, child, or stepchild, parent, grandparents, sibling, in-law, or a ward or other person for whom the employee stands *in loco parentis*. Proof of death (i.e., obituary) may be required.

**ARTICLE 38
SPECIAL ASSIGNMENT POSITIONS**

- A. Special Assignment Positions are defined as those assigned positions that are specialized in nature and may require specific training before a member will be assigned to the specialized position. Such specialized positions include assignment to the Salem Police Detective Division, Narcotics Division (Columbiana County Drug Task Force/Federal Drug Enforcement Agency), Salem Police Canine Unit, and Field Training Officer. A member must have a minimum of three (3) years of experience as a uniformed patrol officer to be considered for special assignment.
- B. Special Assignment vacancies shall be posted on the squad room bulletin board for a period

of not less than ten (10) calendar days. The posting shall include the title of the position, duties, responsibilities, minimum qualifications, and requirements for participation. The Chief of Police has the authority to establish and define the qualifications for the position. The posting shall include the criteria for selection of the position, which may include, but not limited to, knowledge required for the position, demonstrated ability and qualities, education, experience, work record and disciplinary record.

- C. Bargaining members interested in applying for the vacant position shall submit an application, on an approved department form, to the Chief of Police, within ten (10) days of the initial posting. The employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the vacant position. Bargaining members shall be responsible for submitting information and documentation of training, experience, education, and any other relevant information supporting their application for a vacancy. If no application is submitted within the ten (10) day period, the employer may appoint an officer at the discretion of the Chief of Police.
- D. An administrative evaluation as determined by the Chief of Police shall include a review of supervisor recommendations from each supervisor who has supervised or otherwise been involved with the candidate, and the Chief of Police shall schedule interviews with each candidate. The Chief of Police shall select the most qualified employee for the vacant position based on the qualifications of the applicants as specified in the job description and job posting. The Chief shall consider the following in the selection: Needs of the department, requirements of the position, recommendations of unit supervisors, career aspirations of the applicants, qualifications and training, relevant education, work history, experience, and interviews with the applicants. In the event two (2) or more employees are equally qualified, the position shall be awarded to the employee with the most seniority (excluding Canine officer assignments).
- E. Other special duties including, but not limited to, juvenile officer, bicycle patrol officer, special response team member, information technology officer, firearms instructor, taser instructor, speed measuring device instructor and other similar certified instructor positions shall be posted in the same manner as special assignment positions. The Chief of Police shall make an effort to delegate such special duties among various qualified officers. These special duties shall not include additional compensation beyond applicable time for time, overtime or comp time that might result during training or performance of the special duty.
- F. Nothing in this article shall be construed to limit or prevent the Chief of Police from temporarily filling a vacant position pending the Employers determination to permanently fill the vacancy. Such temporary vacancy and appointments shall ordinarily not exceed thirty (30) days but may be extended for cause shown. No employee shall be given an advantage in the selection process due to having temporarily served in the position. The probationary period for all appointments shall be sixty (60) days.
- G. Any grievances concerning filling of vacancies made pursuant to this article may be filed directly to Step Four (4) of the grievance procedure. Initial selection and assignment of canine officer(s) and school resource officer(s) and special response team officer(s) shall not be subject to the grievance procedure. An officer already assigned to any of these special

positions shall not be removed/replaced by the Employer, or designee, except for budgetary reason or just cause.

- H. Employees who are on duty shall be given time without loss of pay to participate in this process if such process occurs during the employees' work hours.

ARTICLE 39 SPECIAL ASSIGNMENT POSITON PAY

Bargaining members assigned to certain Special Assignment Positions shall qualify for additional compensation as defined in this article. Paid special assignment positions shall not be offered to Sergeants or above. (Sergeants already on assignment to paid special assignment positions at the commencement of this agreement shall be grandfathered in but shall not be eligible to receive the one percent (1%) per year investigator differential defined below). A bargaining member that is on assignment to a paid special assignment position who qualifies, through the promotional testing procedure, to fill a vacant supervisor position of Sergeant or above, shall be required to vacate their special assignment position to accept the promotion to the supervisory position.

- A. **INVESTIGATOR:** Each Member assigned to the Detective Division and Narcotics Division (shall receive, above their base rate of pay, a wage differential increase of one percent (1%) per year, beginning the date of the start of the assignment, and continuing for each year of assignment to an investigator positions up to a maximum of eight percent (8%), including the following conditions:

1. A member who vacates an investigator position, at their request, shall no longer qualify to receive the investigator wage differential and shall begin at the first step of the investigator differential if ever reassigned as an investigator. A member who is involuntarily re-assigned out of an investigator position shall retain their current differential rate and shall resume at the rate of which they left if ever reassigned as an investigator, also resuming the yearly increases, if applicable. (Example: Lay offs resulting in an investigator(s) being re-assigned to this uniformed patrol division shall not result in that investigator login the differential pay).
2. Upon resignation, retirement, promotion, voluntary reassignment, or revocation action by the employer for just cause, an investigator shall relinquish said investigator position and pay differential.
3. Investigator differential pay shall not be paid for any leave of three weeks or more.
4. The investigator differential shall be added to the officer's base hourly rate prior to calculating the overtime rate.
5. There shall be no more than four (4) patrol officers assigned to investigator positions.
6. **Hazardous Narcotics Removal:** Members assigned as narcotics investigators that are certified in, and required to respond to, the containment and cleanup of hazardous narcotics and related materials shall receive an additional forty cents (\$.40) per hour,

above their base rate of pay, for maintaining the required yearly certifications. The hazardous differential pay shall be paid for all hours actually worked as Drug Task Force officer or Drug Enforcement Agent, including applicable court appearance time, and shall be added to the officer's base hourly rate prior to calculating the overtime rate.

7. The two (2) investigators currently on assignment to the Detective Division that qualify to receive the investigator differential shall be eligible for a wage step increase. The increase shall be implemented as follows: The senior detective (eleven [11] years experience as investigator) shall receive a six percent (6%) wage differential commencing on 7/1/2017, and an additional two percent (2%) wage differential commencing 7/1/2018. The second detective (three [3] years experience as an investigator) shall receive a three percent (3%) wage differential commencing 7/1/2017, and an additional one percent (1%) wage differential commencing on the anniversary date of the start of assignment, and continuing for each year of assignment, until reaching the maximum of eight percent (8%).

B. **FIELD TRAINING OFFICER:** Patrol Officers assigned and certified as a field training officer (FTO) shall receive an additional one dollar (\$1.00) per hour during all hours engaged in the training process. New hires shall be released from field training at the discretion of the field training officer with the agreement of the shift commander the new hire was trained under and the approval of the Chief of Police, with the following exceptions: New hires that are currently part-time officers with the Salem Police Department and have already completed field training as a part time officer shall not require additional field training. New hires that were previously part-time officers with the Salem Police Department and completed field training, but severed employment prior to becoming full time, shall require an abbreviated period of field training as determined by the field training officer with approval of the Chief of Police. New hires with no prior employed police experience shall receive no less than eight (8) weeks of field training.

C. **CANINE OFFICER:** Additional compensation and conditions are defined in the Canine Article.

D. **SCHOOL RESOURCE OFFICER:** Compensation and conditions are defined in the School Resource Officer agreement negotiated between the Employer and the Salem School System.

Upon resignation, retirement, promotion, voluntary reassignment, revocation action by the employer for just cause or non-renewal of the MOU by the Salem School System or Employer, the school resource officer shall relinquish said SRO position and pay differential, if applicable.

ARTICLE 40 **CANINE OFFICER**

A. Management Rights and Canine Officer Selection

In accordance with the Management Rights article in the Collective Bargaining Agreement (hereafter referred to as CBA), the Employer may create, maintain, direct,

control, expand, reduce and/or terminate the canine program and the canine(s) shall be the property of the Employer. The Chief of Police retains the exclusive right to select and assign a canine officer(s) who shall be from among those bargaining members who meet the qualifications and conditions and have applied for said position, without regard to seniority, and the selection process and criteria shall not be subject to the grievance procedure. The Chief may establish rules, regulations, policies, and procedures for the canine program not otherwise addressed in this agreement. All rights, privileges, benefits, and other terms and conditions for employment guaranteed by the CBA will continue in full force and effect with respect to the canine officer(s) and any other members of the bargaining unit, except as specifically provided herein.

The Chief of Police retains the right to re-evaluate K-9 Officers' ability to remain in the position upon acquisition of a new K-9 due to retirement or disability of the K-9 to continue to function on active duty. The re-evaluation shall include a review of the officer's work performance, physical fitness, response to callouts, interview with supervisors and willingness to continue the K-9 training regimen. A currently appointed canine officer shall not be subjected to a physical fitness test to remain in the position, except when just cause has been established through documented incidents, that the canine officers' physical fitness is negatively affecting his/her work performance.

B. Initial Training, Certifications and Training Time

The Employer shall provide for initial training and any mandated certification or re-certification of the canine officer(s) and the canine(s), which shall be conducted on departmental time. The canine officer(s) shall be granted a minimum of eight (8) hours for canine training during each bi-weekly pay period. Additional time to allow canine training every week is preferred and may be permitted by the Chief of Police. The training must be approved by the Chief of Police and shall be scheduled in advance at the discretion of the Chief or his designee. On training days, the canine officer(s) shall be marked as Training and shall be unavailable to handle or respond to calls except in exigent circumstances.

C. Donations, Canine Expenses and Canine Officer Leave

Donations to the canine program shall be solicited and accepted by the Employer. All canine expenses and equipment not otherwise funded or provided through donation shall be paid by the Employer, including, but not limited to: Cost of dog, training, vehicle and service/repairs, canine equipment, doghouse, kennel, insurance, licenses, veterinarian services, dog food, grooming, bathing, vehicle cleaning and vacation boarding. The Employer shall provide each canine officer a stipend of ten dollars (\$10) per day, paid on a separate check bi-weekly, exclusively for the following expenses: the necessary type and amount of food to maintain a healthy dog, grooming/bathing of the dog, cleaning of the canine vehicle, and boarding of the dog during any canine officer vacation outside the City. Disputes relating to reasonable and necessary expenses for a canine or canine officer are subject to approved resolution by the Chief. If no resolution is reached, then the contractual Grievance and Arbitration procedure may be employed. In the event that

the Employer has created two (2) or more canine positions, preference for vacation, holiday, and personal leave between them shall be determined as defined in the Vacation article of the CBA.

D. Shifts/Scheduling, Schedule Adjustment and Callouts

The canine officer(s) shifts shall be scheduled at the discretion of the Chief of Police to begin at a time appropriate to the duties of the canine officer(s) and may be a flexible schedule to maximize the effective and efficient operation of the canine unit(s). The Chief reserves the right to adjust the schedule of the canine officer(s) to accommodate canine activities such as, but not limited to: Training, school sweeps, raids, public relations demonstrations, etc. The canine officer(s) shall be subject to callout twenty-four (24) hours a day and shall receive compensation according to the terms of the Call Back article contained in the CBA for such a callout. To insure availability for such callout, the canine officer(s) shall not fill overtime vacancies as dispatchers.

E. Minimum Manpower and Canine Officer Overtime

The canine officer(s) shift schedule shall not be modified for the purpose of avoiding overtime that results from a shift vacancy and the canine officer(s) shall not affect or otherwise count toward minimum manpower requirements under the CBA, with the following exceptions: 1.) When any of the canine officers regularly scheduled hours (excluding training) coincide with a vacancy that has reduced the shift to below the three (3) officer minimum as defined in the Overtime article of the CBA. 2.) When a canine officer(s) accepts an overtime opportunity per rotation of the overtime callout list as defined in the Overtime article of the CBA. In either instance the canine officer shall be subject to being dispatched to calls and complaints on the shift being covered in the same manner as the regular patrol officers on the shift. In the absence of a Sergeant, when canine officer is on duty and is the officer highest in seniority, he/she shall be the OIC during those hours, except during training and when not available (such as during canine demonstrations, school sweeps or while providing mutual aid to other agencies inside or outside the City). During such times of unavailability that exceed thirty (30) minutes, the bargaining member next highest in seniority shall assume OIC duties and shall be compensated at the OIC rate for each one half (1/2) hour that a senior canine officer remains unavailable. In the event that a canine officer is requested to provide mutual aid to another agency while the canine officer is serving as one of the three (3) officer minimum, and such mutual aid is expected to exceed a period of thirty (30) minutes (based on driving time and/or the nature of the mutual aid), the shift commander or OIC shall perform a callout per rotation of the overtime callout list as defined in the Overtime article of the CBA, to fill the vacancy until either the canine officer has returned to regular duty in the City or the subsequent shifts tour begins and is sufficiently staffed to meet the three (3) officer minimum.

F. Length of Service and Financial Penalty for Early Departure

The canine officer(s) agree to remain employed as a canine officer(s) with the City of Salem Police Department for at least five (5) years from the date of completion of basic canine training. With the exception of disability leave, a canine officer that voluntarily

leaves or decides they no longer wish to be a canine officer prior to the end of the five (5) year period, shall be financially liable for the expenses associated with the canine based on a pro-rated formula as follows: Total combined expenses of the canine cost plus initial training cost divided by 60 to establish a cost per month, multiplied by the number of months remaining on the five (5) year commitment. If the canine can be satisfactorily retrained, in the sole discretion of the Chief of Police, to work with another officer, the departing canine officer shall be financially liable only for initial training cost of the new canine officer. If an officer who is liable for the expenses described above remains employed with the City of Salem, then those expenses shall be recouped by the City in an amount deducted from each subsequent paycheck received by the officer that is ten (10) percent of said officer's net pay or such lower amount as not to exceed Federal Maximum Guidelines for total garnishments if necessary. In the event that an officer terminates his employment with the City before the full amount of the above-described expenses are recouped, then those remaining expenses shall be deducted from any lump sum said officer may receive from the City pursuant to vacation, holiday, sick leave or any other lump sum that said officer may be entitled to. Any remaining balance of expenses thereafter may be collected by the City pursuant to a civil suit filed in a court of competent jurisdiction which the parties agree shall be in Columbiana County, State of Ohio.

G. Department Staffing Levels, Sale of Canine and Stud Services

The number of full-time bargaining unit member police officers (defined in the Department Staffing article of the CBA) shall be increased commensurate to the additional canine officer(s) added. In the event that a canine officer position is vacated for any reason and the employer chooses not to fill the vacated position, the employer may reduce the minimum number of officers commensurate to the vacated canine position(s) and shall do so through attrition if the officer(s) vacating said position remain employed as a police officer(s) with the City. The Employer has no obligation to fill a vacated canine officer position. The Employer agrees that upon disbanding the program, canine retirement, canine disability, or by mutual agreement that the canine is unfit for continued police service, the canine officer whom the canine is assigned shall be given first chance to purchase the canine for \$1.00. An officer who purchases the canine shall assume all responsibility thereafter. In the event that a canine must be retired with less than five (5) years service, the officer agrees that if the canine is able, it will be used for stud services and the proceeds will be surrendered to the City of Salem.

H. Canine Care, Fair Labor Compensation and Canine Unit Vehicle

The canine officer(s) agree to house the canine at his/her residence, maintaining responsibility for the health, safety, and supervision of the canine on and off duty. The Employer shall provide a marked police unit to each canine officer for use on duty and for transporting the canine to and from work. The use of this vehicle off duty shall be restricted and may be used only for a duty related function. The canine officer(s) shall be responsible for assuring that the vehicle assigned to them is properly cleaned and maintained. As compensation for time devoted to the daily care, maintenance and exercise of the canine, to include regularly scheduled veterinarian visits, grooming and bathing, as well as cleaning the kennel and vehicle, the canine officer(s) assigned to an

eight (8) hour shift schedule shall be credited with one half (.5) hour of work each day and canine officer(s) assigned to twelve (12) hour shifts shall be credited with three quarters (.75) hour of work each day. In accordance with this credit, the canine officer(s) regular eight (8) hour or twelve (12) hour workdays shall consist of only seven and one half (7.5) hours or eleven and one quarter (11.25) hours of physical duty. Any work in excess of the 7.5 or 11.25 hours in a day shall be calculated at one and one half (1.5x) their base hourly rate (base rate plus all adjustments). This arrangement shall not affect the normal accrual rate for holiday time, sick leave or vacation time under the CBA. The canine officer(s) regular days off each week shall be compensated with one half (.5) hour or three quarters (.75) of pay per regular day off at one and one half (1.5x) their base hourly rate (base rate plus all adjustments), paid bi-weekly. The canine officer(s) shall be credited at one half (.5) or three quarters (.75) hour per each eight (8) or twelve (12) hours of Holiday, Vacation, Personal, Compensatory and Sick time taken, with the following exception: At any time, an officer(s) canine is housed overnight at a kennel for any reason, there shall be no credit toward benefit time taken by the canine officer(s). This section represents a reasonable agreement and full compensation of the canine officer(s) pursuant to the Fair Labor Standards Act and associated regulations.

ARTICLE 41

SCHOOL RESOURCE OFFICER (SRO)

A. Management Rights and School Resource Officer Selection

In accordance with the Management Rights article of the Collective Bargaining Agreement hereafter referred (CBA), the employer may create, maintain, direct, control, expand, educe and /or terminate the SRO program. The Chief of Police retains the exclusive right to select and assign a school resource officer(s) who shall be from among those members of bargaining unit 1 (below Sergeant rank) who meet the qualifications and conditions and have applied for said position, without regard to seniority, and the selection process and criteria shall not be subject to the grievance procedure. The Chief of Police may establish rules, regulations, policies and procedures for the SRO program, mutually agreeable to the Salem School System, that are not otherwise addressed in this agreement. All rights, privileges, benefits, and other terms and conditions for employment guaranteed by the CBA shall continue in full force and effect with respect to the SRO(s) and any other member of the bargaining unit, except as specifically provided herein.

B. Initial Training, Certifications and SRO Expenses

All initial SRO training and any mandated certification or re-certification of the school resource officer(s) not otherwise funded by the Salem School System shall be paid by the Employer. Such training shall be conducted on departmental and/or school time. All SRO expenses and equipment not otherwise funded or provided by the Salem School System shall be paid r provided by the Employer, including, but not limited to: Uniforms, office supplies, additional training, vehicle service/repairs and vehicle cleaning. Disputes relating to reasonable and necessary expenses for an SRO are subject to approval resolution by the Police Chief. If no resolution is reached, then the contractual Grievance and Arbitration procedure may be employed.

C. Shifts/Scheduling and Schedule Adjustment

The assignment of the school resource officer(s) shall be exempt from shift bidding and the SRO(s) shall not count toward minimum staffing requirements during the school year. The SRO(s) shifts shall be scheduled at the discretion of the Chief of Police to begin/end at a time mutually agreed upon by the Salem School System, appropriate to the duties of the school resource officer(s). At the end of the school year (summer months) or if school is shut down during the school year due to unforeseen circumstances, the SRO(s) shall be subject to a flexible schedule. The Police Chief reserves the right to adjust the schedule of the SRO(s) during the summer months or other prolonged shut down to accommodate circumstances such as, but not limited to: events and/or activities at the City Parks, other juvenile related functions, supplemental patrol shift coverage, etc., but the schedule shall not be modified for the purpose of preventing or avoiding overtime that results from shift vacancies (to wit: the SRO(s) shall not be subject to random scheduling at different times on different shifts where overtime vacancies need filled, but may be assigned a regular recurring schedule on a specific shift or team to supplement needed coverage resulting from a shortage of manpower on that shift).

D. Minimum Manpower, SRO Overtime and Paid School Details

School resource officer(s) shall not affect or otherwise count toward minimum manpower regularly scheduled hours (as set for summer duty) coincide with a vacancy that has reduced the shift to below the three (3) officer minimum as defined in the Overtime article and the SRO is not otherwise assigned to a special function/activity at that time that would limit or accepts an overtime opportunity per rotation of the overtime call-out list as defined in the Overtime article of the CBA. In either instance, the SRO shall be subject to being dispatched to calls and complaints on the shift being covered in the same manner as the regular patrol officers on the shift. Extra paid school activities (sporting events, dances, graduation, etc.) that require police security are third party police security details that fall under the provisions of Article 7 of the CBA. The SRO(s) shall be subject to the same defined selection process to work such paid school details. In special circumstances where the SRO(s) possess unique skills or knowledge, or for a special event that is directly related to the SRO(s) duties, such as parent teacher meetings, etc., it shall be acceptable for the SRO(s) to receive compensation from the school to attend.

ARTICLE 42
APPENDIX F
DRUG FREE POLICY

- A. Effective October 01, 2017, bargaining members and the Employer are in mutual agreement to the implementation of the City of Salem's Drug-Free (Substance-Free) Workplace
- B. M. Reservation of Rights, shall be modified as follows:

Any interpretation, change or rescinding of this Program in whole or in part, shall be mutually agreed upon by the Employer and the Police Union, subject to collective bargaining

procedures.

- C. Any Salem Police Officer that is the victim of an accidental overdose, or possible overdose, through exposure to narcotics (including but not limited to, physical contact, inhalation, or accidental needle puncture) while in the performance of his/her official duties or as a subsequent result of the performance of his/her official duties, shall not be subject to the policies and procedures of the drug free workplace policy until cleared from treatment by a doctor. An exposure form must be completed in relation to any incident of narcotic exposure.

An example of an overdose from “a subsequent result of the performance of official duties” (but not limited to just this example) would be an overdose that occurs outside of actual duty hours resulting from physical contact with a narcotic, such as Fentanyl, that had been transferred to the officer’s uniform in the line of duty, but did not infect the officer until at home while removing or laundering his/her uniform. (An exposure form must have been completed in relation to the original incident).

ARTICLE 43
DURATION (TERMS OF AGREEMENT)

A. This Agreement shall remain in full force until June 30, 2023 at 23:59:59 hours, unless extended by mutual agreement.

This Agreement represents the entire agreement between the parties and replaces all prior arrangements, written, or oral, not specifically incorporated into this Agreement.

The terms and conditions of agreement are hereby executed by signature on this

_____ day of _____, 2021.

FOR:

THE CITY OF SALEM, OHIO

John C. Berlin, Mayor

Betty Brothers, Auditor

FOR:

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

Otto Holm, Staff Representative
FOP, Ohio Labor Council

Brent Slider, OLC/FOP Union President

DURATION (TERMS OF AGREEMENT)

A. This Agreement shall remain in full force until June 30, 2023 at 23:59:59 hours, unless extended by mutual agreement.

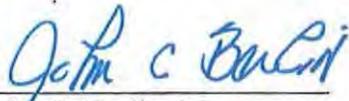
This Agreement represents the entire agreement between the parties and replaces all prior arrangements, written, or oral, not specifically incorporated into this Agreement.

The terms and conditions of agreement are hereby executed by signature on this

15th day of September, 2020.

FOR:

THE CITY OF SALEM, OHIO



John C. Berlin, Mayor

John C. Berlin, Mayor

FOR:

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL



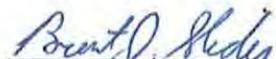
Chuck Wilson, Staff Representative
FOP, Ohio Labor Council

Chuck Wilson, Staff Representative
FOP, Ohio Labor Council



Ken Kenst, Service/Safety Director

Ken Kenst, Service/Safety Director



Brent Slider, OLC/FOP Local Lodge #88

Brent Slider, OLC/FOP Local Lodge #88

APPENDIX A HOSPITALIZATION BENEFITS HIGHLIGHTS



Your summary of benefits

Anthem® BlueCross and BlueShield

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

Your Network: Blue Access

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

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

Your summary of benefits

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

APPENDIX B
SPOUSE STATEMENT OF HEALTH INSURANCE

CITY OF SALEM SPOUSE ELIGIBILITY FORM
SPOUSE STATEMENT OF HEALTH INSURANCE

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

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

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

Employee name (Print)

Employee Signature

Date

____ I am currently not employed.

____ I am currently covered by insurance through my employer.

____ I am eligible for coverage through my employer, but waive that coverage.

____ My employer does not offer coverage.

____ I am enrolled in Medicare.

____ I am not employed, or an employed but do not meet the hourly requirements for benefits.

Spouse's employer: _____ Employer Contact: _____

Employer Contact Phone Number: _____

Open enrolment period for my employer's group plan benefits: _____
Date

Spouse's Name (Print)

Spouse's Signature

Date

APPENDIX C DENTAL INSURANCE

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



WELCOME TO YOUR DENTAL PLAN!

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

Dental coverage you can count on

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

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

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

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

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

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

OH_PCLG_FI-Custom

Emergency dental treatment for the international traveler

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

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

Finding a dentist is easy.

To select a dentist by name or location:

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

TO CONTACT US:

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

Limitations & Exclusions

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

APPENDIX D VISION INSURANCE

City of Salem

PROPOSED BLUE VIEW VISION PLAN DESIGN

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

ADDITIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS

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

Retinal imaging	• At member's option can be performed at time of eye exam	Not more than \$39
Eyeglass lens upgrades <i>When obtaining eyewear from a Blue View Vision provider, members may choose to upgrade their new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.</i>	<ul style="list-style-type: none"> • Transitions lenses (Adults) \$75 • Standard Polycarbonate (Adults) \$40 • Tint (Solid and Gradient) \$15 • UV Coating \$15 • Progressive Lenses <ul style="list-style-type: none"> • Standard \$65 • Premium Tier 1 \$85 • Premium Tier 2 \$95 • Premium Tier 3 \$110 • Anti-Reflective Coating <ul style="list-style-type: none"> • Standard \$45 • Premium Tier 1 \$57 • Premium Tier 2 \$68 • Other Add-ons and Services 20% off retail price 	
Additional Pairs of Eyeglasses <i>Anytime from any Blue View Vision network provider</i>	<ul style="list-style-type: none"> • Complete Pairs 40% off retail price • Eyeglass materials purchased separately 20% off retail price 	
Eyewear Accessories	• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 20% off retail price	
Contact lens fit and follow-up <i>Available following a comprehensive eye exam</i>	<ul style="list-style-type: none"> • Standard contact lens fitting Up to \$55 • Premium contact lens fitting 10% off retail price 	
Conventional Contact Lenses <i>After covered benefits have been used</i>	• Discount applies to materials only 15% off retail price	

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

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

Anthem Blue Cross and Blue Shield is the trade name of: In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Ohio: Community Insurance Company. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWI), which underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation (CompCare), which underwrites or administers the HMO policies; and CompCare and BCBSWI collectively, which underwrite or administer the POS policies. Independent licensees of the Blue Cross and Blue Shield Association. © ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are the registered marks of the Blue Cross and Blue Shield Association. CR 12/14

APPENDIX E
BASIC GROUP TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT

SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE

CLASS 001

CLASSIFICATION:

All Eligible Full-Time Employees excluding AFSCME Union Employees

LIFE AMOUNT:

\$25,000

AD&D PRINCIPAL SUM:

\$25,000

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

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

ADDITIONAL ACCIDENTAL DEATH BENEFITS:

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

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

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

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

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

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

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

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

ELIGIBILITY: Immediate. See Section 3.

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

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

CLASS 001

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

INDIVIDUAL EFFECTIVE DATE: Immediate. See Section 4.

INDIVIDUAL REINSTATEMENTS: Immediate. See Section 11.

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

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

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

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

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

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

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

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

GC 2510.2

SECTION 1 - SCHEDULE OF BENEFITS

**APPENDIX F
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

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

Obtain Further Input

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

Limitation of Liability

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

Copyright

The drug-free workplace policy template and its appendices are protected by copyright laws. No part of the policy template and its appendices or any revision to the same, should be copied, reproduced, transmitted and/or distributed to any third party outside your organization or any of its subsidiaries or affiliates without the prior written permission of Dee Mason and Working Partners Systems, Inc.

TABLE OF CONTENTS

APPENDIX A - LIST OF SAFETY-SENSITIVE FUNCTIONS and POSITIONS.....1

APPENDIX C - GUIDELINES FOR EMPLOYEE REFERRAL TO DRUG/ALCOHOL
TESTING BASED ON REASONABLE SUSPICION2

APPENDIX C-1 - REASONABLE SUSPICION TESTING: STEPS FOR REFERRAL.....4

FORM D-1, E-2 – DRUG-FREE WORKPLACE PROGRAM ACKNOWLEDGMENT FORM
AND POST-ACCIDENT RESPONSIBILITIES5

FORM D-2 – DRUG-FREE PROGRAM TESTING CONSENT/AUTHORIZATION FORM6

FORM D-3 - REASONABLE SUSPICION OBSERVATION CHECKLIST7

FORM D-4 - DRUG/ALCOHOL TESTING COLLECTION SITE INSTRUCTION FORM.....10

FORM D-5 - REFERENCE LIST OF QUALIFIED ASSESSMENT PROFESSIONALS11

FORM D-6 - POST ACCIDENT CERTIFICATE OF FITNESS TO RETURN TO DUTY.....12

FORM D-7 – ASSISTANCE AGREEMENT13

FORM E-4 - VERIFICATION: FITNESS FOR DUTY WHILE USING PRESCRIPTION
AND/OR OVER-THE-COUNTER DRUGS15

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:

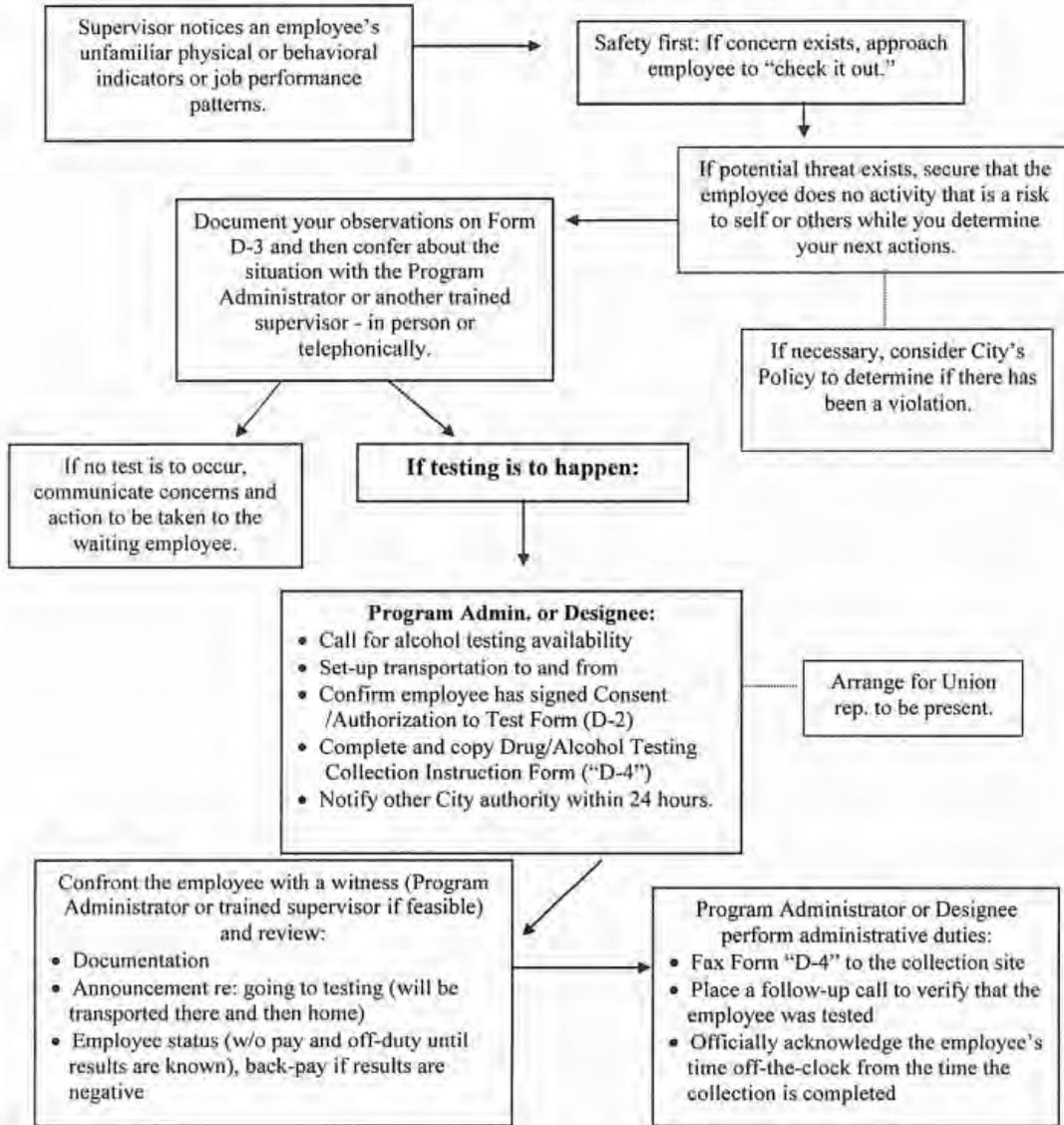
- 1) ask to confiscate the substance and any related paraphernalia (handle as little as possible, if possible wear gloves). If the employee refuses to cooperate, local law enforcement officials can be called.
- 2) wrap any confiscated substance and related paraphernalia in any available clean material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

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

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

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

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

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

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

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

Signature - Supervisor #1 _____ Date _____

Signature - Witness _____ Date _____

FORM D-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 - 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
Leave of Absence | ___ Drug | | |
| ___ Random | ___ Drug | | ___ Alcohol* |
| ___ Return-To-Duty After a
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 - POST ACCIDENT CERTIFICATE OF FITNESS TO RETURN TO DUTY

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

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

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

Employee – Name Employee – Signature Date

City Representative – Name City Representative – Signature Date

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

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

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

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

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

9. Other Terms: _____

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

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

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

Employee - Name

Employee - Signature

Supervisor/Program Manager - Name

Supervisor/Program Manager - Signature

Program Administrator - Name

Program Administrator - Signature

Union Representative - Name

Union Representative - Signature

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

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

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

Employee – Name Employee – Signature Date

City Representative – Name City Representative – Signature Date