

**CITY OF SALEM, OHIO**

**SALEM UTILITY WORKERS  
COLLECTIVE BARGAINING AGREEMENT**



01/08/2021

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Agreement Between

***CITY OF SALEM, OHIO***

AND

*LOCAL #560*

***UTILITY WORKERS UNION OF AMERICA, AFL-CIO***

CONTRACT DURATION: July 01, 2020 through June 30, 2023

**TABLE OF CONTENTS**

ARTICLE I: PURPOSE.....4

ARTICLE II: RECOGNITION.....4

ARTICLE III: SEPARABILITY .....4

ARTICLE IV: EMPLOYEE’S RIGHTS / EMPLOYER’S RIGHTS .....5

    Employee’s Rights ..... 5

    Employer’s Rights ..... 6

ARTICLE V: DUES CHECK-OFF AND FAIR SHARE FEE .....7

ARTICLE VI: PERSONNEL FILES AND RECORDS .....8

ARTICLE VII: GRIEVANCE PROCEDURE .....8

    Grievance Proceedings ..... 8

    Arbitration Proceedings ..... 9

ARTICLE VIII: HOURS OF WORK.....10

ARTICLE IX: SAFETY .....10

ARTICLE X: PERSONAL VEHICLE USE .....10

ARTICLE XI: WAGES .....11

ARTICLE XII: LONGEVITY.....13

ARTICLE XIII: OVERTIME.....13

ARTICLE XIV: HOLIDAYS .....14

ARTICLE XV: WORK CLOTHING .....16

ARTICLE XVI: VACATION.....16

ARTICLE XVII: SICK LEAVE.....17

ARTICLE XVIII: SICK LEAVE CONVERSION.....18

ARTICLE XIX: DUTY INJURY .....18

**CITY OF SALEM, OHIO**

**SALEM UTILITY WORKERS  
COLLECTIVE BARGAINING AGREEMENT**

ARTICLE XX: HOSPITALIZATION, VISION, DENTAL COVERAGE.....19

ARTICLE XXI: GYM MEMBERSHIP .....21

ARTICLE XXII: GROUP LIFE INSURANCE .....22

ARTICLE XXIII: RETIREMENT OR SEPARATION .....22

ARTICLE XXIV: OTHER DEDUCTIONS.....22

ARTICLE XXV: RETIREMENT PICK-UP .....23

ARTICLE XXVI: BACKFLOW VALVE(S) CERTIFICATION COMPENSATION .....23

ARTICLE XXVII: TRAINING AND EDUCATION (CONTINUOUS EDUCATION).....23

ARTICLE XXVIII: SHIFT PAYMENT DIFFERENTIAL .....24

ARTICLE XXIX: COLLEGE DEGREE BONUS .....24

ARTICLE XXX: COMMERCIAL DRIVERS LICENSE..... 25

ARTICLE XXXI: CERTIFICATION STIPEND.....25

ARTICLE XXXII: NO STRIKE - NO LOCK OUT .....25

ARTICLE XXXIII: JURY DUTY.....26

ARTICLE XXXIV: BEREAVEMENT.....27

ARTICLE-XXXIV: TERMS OF AGREEMENT.....27

APPENDIX A: PERSONNEL COVERED.....29

APPENDIX B: INSURANCE DOCUMENTS .....30

    HEALTH INSURANCE .....31

    SPOUSAL ELIGIBILITY FORM .....33

    DENTAL COVERAGE.....34

    VISION COVERAGE .....36

    LIFE INSURANCE .....37

APPENDIX C: DRUG FREE POLICY .....39

**ARTICLE I                      PURPOSE**

- A.     This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Salem, Ohio, hereinafter designated as “Management/City/Employer,” and Local 560 of the Utility Workers Union of America, AFL-CIO, located in Salem Ohio, and hereinafter designated as the “Union”. [Ordinance No. 111004-55 }
  
- B.     This Agreement is made for the purpose of promoting harmonious relations between the City and those city employees represented by the Union.

**ARTICLE II                    RECOGNITION**

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

**ARTICLE III                  SEPARABILITY**

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

**ARTICLE IV EMPLOYEES' RIGHTS / EMPLOYER'S RIGHTS**

**A. Employees' Rights**

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

If a vacancy occurs in an existing job and the Superintendent of Utilities determines

that the job shall not be filled and eliminated, notice to the union president shall be made within 60 days of said vacancy, or the following section shall be followed.

When filling a vacancy in an existing job, the Superintendent of Utilities shall post a notice throughout all sections of the department within sixty (60) days of such vacancy, stating the qualifications and classification of the job, the rates of pay therefore, and other pertinent information. Qualified employees who are interested in applying for the vacancy shall file their applications, in writing, with the Superintendent of the Utilities Department within five (5) working days after the notice is posted. Qualified employees on vacation or sick leave shall be deemed to have applied for the newly created job.

The following steps shall be used, in sequence, until the vacant job is filled, provided that said job may be filled temporarily until a final choice is made.

- a. The newly created or vacant job shall next be offered to qualified applicants in the same division; if no qualified applicant in the same division applies, management shall first offer the vacant job to the other divisions within the Utilities department;
  - b. If the vacancy or newly created job requires OEPA licensing, and the Applicants do not possess such licensing; the City shall be free to fill the vacancy from outside the bargaining unit;
  - c. Any job not filled, as set forth above shall not remain unfilled for more than six (6) months.
7. A bargaining unit member shall not have his/her rate changed while temporarily working on a bargaining unit job having a lower rate of pay. However, a bargaining unit member temporarily working on a bargaining unit job having a higher rate of pay shall be paid the higher rate of pay for all time spent working in such higher paid job. When a bargaining unit member is temporarily working beyond five (5) days in the capacity of a non-bargaining supervisor, they shall be paid an additional two dollars (\$2.00) per hour for such hours worked, retroactively if necessary.

**B. Employer's Rights**

1. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement, are subject to collective bargaining between the employer and the exclusive representative, except as otherwise specified in this section.
2. Unless the Employer agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the employer to do the following:

- a. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - b. Direct, supervise, evaluate, or hire employees;
  - c. Maintain and improve the efficiency and effectiveness of governmental operations;
  - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - f. Determine the adequacy of the work force;
  - g. Manage the work force effectively;
  - h. Take actions to carry out the mission of Employer as a governmental unit.
3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**ARTICLE V DUES CHECK-OFF AND FAIR SHARE FEE**

- A. Membership in Local 560 shall be voluntary. However, all current, permanent, part-time and full-time regular employees who are in bargaining unit jobs, who are not members, or who drop their membership shall pay a fair share fee, upon completion of their initial probationary period, to Local 560, as authorized by O.R.C. § 4117.
- B. The City shall notify each new employee, at the time of their hire, of their right to join Local 560, or their obligation, as a condition of employment, to pay a fair share fee if they do not join the Union.
- C. Upon receipt of written authorization by the employee, Management shall deduct, from the wages due said employee each month, and shall remit to the Union regular monthly dues as fixed by the Union.
- D. The deduction of the fair share fee from earnings of the employee shall be automatic and does not require a written authorization from the employee for payroll deduction.
- E. Payment to Local 560 of fair share fees shall be made in accordance with this Article.
- F. The Secretary-Treasurer of the Union shall certify, both annually and as changes occur, to the City's fiscal officer, the following information:
  - 1. The certified amount of regular dues and fair share fees to be deducted in accordance with Section A of this Article;

2. The membership roster of the Union, from which regular dues shall be deducted;
  3. An employee roster, from which the fair share fee shall be deducted.
- G. It is specifically agreed that Management assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Management harmless from any claims, actions, or proceedings by any employee arising from deductions made by Management hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE VI PERSONNEL FILES AND RECORDS**

- A. Any employee may request to see and shall be permitted to examine his/her personnel file, so long as he/she does so in the office of the Superintendent of Utilities and does not remove any articles from the file.
- B. The employee shall be shown a copy of all derogatory notations placed in his/her file. If said offense(s) does not reoccur within two (2) years, said notation(s) shall be removed from his/her file and personnel records upon petition, by the employee, to the Utilities Superintendent of the City of Salem, to have them removed.

**ARTICLE VII GRIEVANCE PROCEDURE**

**A. Grievance Proceedings**

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



**Step 1:**

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

**Step 2:**

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

**B. Arbitration Proceedings**

1. Any grievance not resolved in the forgoing steps of the Grievance Procedure may, with, the approval of the Union, be submitted, by the grievant, to arbitration. The Arbitrator shall have jurisdiction to decide only grievances involving the application or interpretation of some expressed term or provision of the Agreement, under the Voluntary Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.
2. The decision of the Arbitrator shall be given not more than thirty (30) days from the hearing date, shall be final and binding on all parties, and shall be put into effect within twenty (20) days after the receipt of the decision.
3. The cost of arbitration, and the expenses submitted by the arbitrator related to the arbitration proceedings, shall be borne equally by both parties. Expenses relating to the calling of witnesses or the obtaining of depositions or any other expense associated with such proceedings shall be borne by the parties requesting the same.
4. Union representatives and employee witnesses shall not lose pay for time in

grievance and/or arbitration proceedings, if said proceedings are during the employee's regular scheduled working hours. The Union and the City agree that the representatives and witnesses used in arbitration shall be witnesses whose testimony is relevant to the particular matter at issue.

5. The parties hereto agree that the Arbitrator provided for herein may be dispensed within the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties, and responsibilities as previously provided for herein.

**ARTICLE VIII HOURS OF WORK**

- A. The work week shall be forty (40) hours. The work schedule presently in effect shall remain in effect for the term of this Agreement. Management shall have the right to change the work schedule of employees in the Distribution System to a rotating seven (7) day week, so long as such a schedule change includes a weekend rotating schedule that includes all employees.
- B. Hours covering part-time and/or temporary employees shall be defined in the non-bargaining wage ordinance.

**ARTICLE IX SAFETY**

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

**ARTICLE X PERSONAL VEHICLE USE**

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

**CITY OF SALEM, OHIO**

**SALEM UTILITY WORKERS  
COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE XI WAGES**

- A. Note: There will be a wage reopener on 10/01/2020 with the goal to have the wages set for each year of the contract and be effective starting July 1, 2020. The purpose of the reopener is to evaluate the impact of the global pandemic on the City finances. If agreed to, a lump sum payment will be calculated from July 1, 2020 to the effective date of the set wages. Any lump sum amount agreed to will then be paid in the first full payroll immediately following the set wages referenced above.
  
- B. During the terms of this agreement, should the City of Salem, Ohio voluntarily enter into and sign a Contractual Agreement, with any bargaining unit recognized by the City of Salem, which in effect grants a wage increase that exceeds the wage increase found in the terms of this three (3) years Agreement; such increases in wages of that bargaining unit shall be averaged over the period of that contract [in years] and the average annual wage increase shall be granted to each member of the Utilities Workers Union of America, AFL-CIO, Local No. 560 (on) the effective date of the referenced contract and each succeeding anniversary date [July 01] of this Utilities Workers Union of America, AFL-CIO, Local No. 560 Contract.

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

**LOCAL NO. 560 WAGE RATE 07/01/2020 TO 06/30/2023.**

<b>UTILITIES OFFICE PERSONNEL*</b>	<b>CURRENT RATE 2019</b>	<b>EFFECTIVE 07/01/2020</b>	<b>EFFECTIVE 07/01/21</b>	<b>EFFECTIVE 07/01/22</b>
Accounts Manager	21.19	21.72		
Clerk More than 10 years	18.61	19.08		
Clerk More than 5 years	18.04	18.50		
Clerk More than 2 years	17.75	18.20		
Clerk After 6 months	17.63	18.07		
Clerk (Probation) 1st 6 months	16.08	16.49		
<b>WATER &amp; WASTEWATER TREATMENT PLANT(S)**</b>				
Non-License (New Hire 1 <sup>st</sup> 6 months) Probation Period	18.45	18.92		
Non-License (After 6 months) Probation Period	21.96	22.51		
Class I (New hire 1 <sup>st</sup> 6 months) Probation Period	19.52	20.01		
Class I (After 6 months' probation)	23.23	23.81		
Class II (New hire 1 <sup>st</sup> 6 months) Probation Period	20.33	20.84		

**CITY OF SALEM, OHIO**

**SALEM UTILITY WORKERS  
COLLECTIVE BARGAINING AGREEMENT**

Class II (After 6 months' probation)	24.24 24.52	25.14		
Class III (New hire 1 <sup>st</sup> 6 months) Probation Period	21.80	22.35		
Class III (After 6 months' probation)	26.02	26.67		
Chief Operator Class III	26.61	27.28		
Chief Operator Class IV	26.87	27.55		
<b>WATER DISTRIBUTION &amp; WASTEWATER COLLECTION DIVISIONS**</b>				
Utility Worker (New hire 1 <sup>st</sup> 6 months) Probation Period	18.45	18.92		
Utility Worker (After 6 months' probation)	21.96	22.51		
Utility Worker, Class I (New hire 1 <sup>st</sup> 6 months) Probation Period	19.52	20.01		
Utility Worker, Class I (After 6 months' probation)	23.23	23.81		
Utility Worker, Class II (New hire 1 <sup>st</sup> 6 months) Probation Period	20.33	20.84		
Utility Worker, Class II (After 6 months' probation)	24.24 24.52	25.14		
Asst. Foreman (After 6 months' probation)	21.52	22.06		
Asst. Foreman (After 6 months' probation)	25.56	26.20		
Asst. Foreman III ***	26.61	27.28		

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

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

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

C. All Utility Department employees shall serve a six (6) month probationary period, after which they shall be paid at the non-probationary rate. Also, any employee who has already served a probationary period and who transfers from one division to another within the Utilities Department shall serve an additional ninety (90) day transfer probationary period, however, the employee shall continue to be paid at their current non-probationary rate. An employee transferred, voluntarily or involuntarily, during their initial six (6) month probationary period with less than ninety (90) days remaining shall serve the full additional ninety (90) day transfer probation.

D. Upon completion of five (5) years of continuous employment with the Utilities Department, the hourly wage of each employee covered by this Agreement, as set forth above, shall be

increased \$0.15 per hour. Said increase shall be separate and apart from longevity pay.

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

**ARTICLE XII LONGEVITY**

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

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

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

**ARTICLE XIII OVERTIME**

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

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

C. Employees may designate that overtime resulting from the following may be paid either monetarily, using the above rates, or in compensatory time off in accordance with O.R.C. 124.18; however, compensatory time shall not exceed forty (40) hours.

1. "Hold-Over Pay" shall be paid at the rate and in the manner set forth above for the actual hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week. Hold-over times shall always be rounded up to the next one-half (1/2) hour increment, but in no case shall "Hold-Over Pay" be for less than (1) hour of time.
2. "Stand-By Pay" shall be paid, at the rate and in the manner set forth above. Each employee covered by this Agreement shall receive a minimum of three (3) hours for stand-by duty for each week worked on a rotating schedule.
3. "Call-In Pay" shall be paid to an employee when the employee is called back to work after termination of his/her regular shift, or during his/her normal off duty hours. Any employee called back to work as set forth herein shall be guaranteed at least three (3) hours' work or three (3) hours' pay at one and one-half (1 1/2) times their hourly rate. When the job for which the employee was called-in is completed, he/she shall then be dismissed from duty.
4. "Witness Time" shall be paid to any member of the bargaining unit who is required to appear in any court of record, including Mayor's Court, outside regular work hours, as incidental to his/her duties or City employment. The employee shall receive court pay for all of his/her time related to that court appearance. Such pay shall be at the rate and the manner as set forth above. There shall be a minimum of three (3) hours' pay for any court appearance as described herein.
5. "Attendance at Training Seminars or Classes." When an employee is required to attend training seminars or classes during his/her off-duty hours, he/she shall be paid the actual hours spent at any training seminar or class, plus travel time to and from said seminar or class, at the rate and manner as set forth above.
6. "Fill-In Pay" shall be paid to an employee, at the rate and in the manner set forth above, for any time he/she is asked to come in from his/her off-duty time to fill in for an absence. There will be a minimum of one (1) hour fill-in time. When the fill-in time is in excess of one (1) hour, time shall always be rounded up to the next one-half (1/2) hour.
- 7.

**ARTICLE XIV HOLIDAYS**

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

New Year's Day

Labor Day

**CITY OF SALEM, OHIO**

**SALEM UTILITY WORKERS  
COLLECTIVE BARGAINING AGREEMENT**

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

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

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

- E. For part-time and/or temporary employees:
  - 1. Holiday pay shall be at the employee's regular, daily, part-time rate.
- F. An employee, to qualify for a holiday or a day off in lieu of a holiday, must:
  - 1. Have performed thirty (30) turns of work since his/her last date of hire prior to the holiday; and
  - 2. Have performed work in the week in which the holiday falls; and
  - 3. Have worked his/her scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- G. Personal holidays shall be scheduled at least fifteen (15) days in advance and shall require the approval of the Department head.
- H. A maximum of twenty-four (24) holiday hours may be carried over to the next calendar year and shall be paid at the rate at which they were earned. If said hours are then not used by December 31 of that year, they shall be paid at the rate at which they were earned.

**ARTICLE XV WORK CLOTHING**

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

**ARTICLE XVI VACATION**

- A. The vacation year is defined as January 1 through December 31, and employees shall express their vacation preference, for vacations to be taken during that calendar year, to their Department head as soon as it is practicable after January 1.
- B. Regular full-time employees must have completed at least one (1) year of continuous service since the last date of hire before becoming eligible for any vacation. If an employee leaves the employ of the City, other than by layoff, prior to completing his/her first year of service, he/she shall forfeit all vacation benefits.
- C. All members of the bargaining unit shall receive paid vacation by the following schedule:

Completion of 1 year of service: *	10 work days
Completion of 7 years of service:	15 work days
Completion of 12 years of service:	20 work days
Completion of 17 years of service:	23 work days
Completion of 20 years of service:	25 work days

\*This vacation shall be taken after the employee's anniversary date, providing there is sufficient time left in the year and the workload allows the Department head to grant the time off.



If there is insufficient time left in the year, or the workload does not permit the employee the time off, the employee may take the vacation in the next calendar year. Thereafter, the calendar years shall be the qualifying year when incremental vacation increases are granted. Following the anniversary date of the employee's last hiring, and/ in the calendar year in which the incremental vacation increase is available, such incremental increase shall be given.

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

**ARTICLE XVII SICK LEAVE**

- A. Each employee covered by this Agreement shall be entitled to sick leave, with pay, of **0.06** hour for each hour of service.

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

**ARTICLE XVIII SICK LEAVE CONVERSION**

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

Calculation shall be made by the following formula:

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

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

**ARTICLE XIX DUTY INJURY**

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the current City of Salem Personnel Policy Manual or the Ohio Worker's Compensation Law.
- B. All employees, who are injured, or who are involved in an accident during the course of

their employment, shall file an accident report on a form furnished by Management. No matter how slight the incident, all injuries should be reported to the employee's immediate supervisor. The supervisor shall provide assistance to the employees in filling out all necessary forms, when requested. The employee shall be furnished a copy of any and all accident reports filed by the employer.

- C. Management shall be furnished with a report of any necessary medical assistance received by the employee as a result of said injury.
- D. The City agrees to provide hospitalization insurance, as described in Article XX, for a maximum of two (2) years, to a member and his/her family while such member is on Worker's Compensation leave.
- E. If any employee is scheduled to work on a date when a Worker's Compensation hearing or administrative appeal from a Worker's Compensation decision is scheduled, and he/she is unable to change the date of the hearing, then the employee shall be released from duty to attend the hearing without loss of pay and without loss of accumulated sick leave hours.

**ARTICLE XX HOSPITALIZATION, VISION, AND DENTAL COVERAGE**

- A. From the effective date of this agreement through June 30, 2023, the City of Salem agrees to provide hospitalization and medical insurance for all members covered by this agreement, with the coverage as outlined in Appendix A of this agreement.
- B. The City and the bargaining unit shall mutually agree on any changes to health care plans and to confer on levels of coverage and the cost of employees and employer. It is expressly understood that the selection of a carrier or other method of provision of health coverage shall be at the sole discretion of the Employer.
- C. During the term of this agreement, the City of Salem agrees to pay eighty-nine and one-half percent (89.5%) of the cost of the family, employee/spouse, employee/child, or single plan and the employee agrees to pay the remaining eleven and one-half percent (11.5%) of the family, employee/spouse, employee/child, or single plan as outlined in paragraph "A" above, through payroll deduction.. With respect to the employee share of premium payments as outlined in this paragraph, the parties agree to reopen negotiations on health insurance within a minimum of sixty (60) days prior to the expiration of the health plan. The parties agree that the premiums will not exceed 15% for the employees during the life of this Agreement. Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice. Upon request of the Union, the Employees shall meet to negotiate over options.
- D. All bargaining members hired after July 1, 2017 will pay fifteen percent (15%) of the family, employee/spouse, employee/child, or single plan, twice a month through payroll deduction. And the City of Salem agrees to pay eighty five percent (85%) of the family, employee/spouse, employee/child, or single plan.
- E. All bargaining members hired after July 1, 2017 whose spouse has access to his/her own

hospitalization health benefit through his/her own employer, but elects our plan as his/her primary coverage, will be required to pay an additional fifty percent of the employer share (50%) of the difference between family and employee child, or single and employee/spouse twice a month through payroll deduction. (This excludes spouses who are eligible for Medicare and spouse who are employed by the City.)

1. Periodically, a form will be required to be filled out by each employee indicating whether there has been a life changing event that would affect his/her spouse's access to his/her employer's hospitalization health benefit. It will be the bargaining member's responsibility to notify the Employer of any change in spousal employment insurance coverage or any qualifying event regarding the spouse's medical coverage. If the bargaining member fails to inform the City of Salem of any change to the spousal employment insurance, the bargaining member will be required to pay the additional fifty percent (50%) of the employer share of the premium from the date the spouse's eligibility changed.
  
- F. Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice. Upon request of the Union, the Employees shall meet to negotiate over options.
  
- G. Deductibles - All bargaining members hired before June 30, 2020 will pay a deductible of \$250.00 for Single Coverage, and \$500.00 for Family Coverage.  
  
All bargaining members hired after July 1, 2020 will pay a deductible of \$500.00 for Single Coverage and \$1,000.00 for Family Coverage.
  
- H. The City shall pay up to thirty dollars (\$30.00) per month toward Dental Coverage with coverage comparable to the plan specified in Appendix B. Each member's amount shall be calculated and deducted per pay.
  
- I. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage comparable to the Vision Service Plan, Plan B, Appendix B.
  
- J. 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 premiums, the bargaining member, and their spouse, who fails to participate in the preventative care of

ERC, by 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.

**ARTICLE XXI**

**GYM MEMBERSHIP**

- A. As long as the City is accepted into an Anthem ERC health program which provides gym memberships, the gym memberships will be paid through the Anthem ERC health program. If at any time the City is no longer in an Anthem ERC health 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 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 (including 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 the gym, at which time the Auditor will reimburse fifty percent (50%) of the 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 XXII GROUP LIFE INSURANCE**

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

**ARTICLE XXIII RETIREMENT OR SEPARATION**

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

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

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

**ARTICLE XXIV OTHER DEDUCTIONS**

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

2. United Way Deduction

**ARTICLE XXV RETIREMENT PICKUP**

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

**ARTICLE XXVI BACKFLOW VALVE(S) CERTIFICATION COMPENSATION**

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

**ARTICLE XXVII TRAINING AND EDUCATION (CONTINUOUS EDUCATION)**

**OPERATOR CERTIFICATION**

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

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

- A. A committee made up of two (2) from Management of the Salem Utilities Department and two (2) members selected from Local No. 560 of the Utilities Workers Union of America,

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

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

**ARTICLE XXVIII SHIFT DIFFERENTIAL**

A shift differential rate of \$0.40 per hour shall be paid all operators whose scheduled shifts are between 1600 hours and 0800 hours provided that one-half (½) of the shift worked is between 1600 hours and 0800 hours. If one-half of the operator’s regular shifts are between 1600 hours and 0800 hours, the operator will receive \$0.40 per hour shift differential pay for the full shift worked. “Call-in Pay” shall be excluded.

**ARTICLE XXIV COLLEGE DEGREE BONUS**

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



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

**ARTICLE XXX COMMERCIAL DRIVERS LICENSE**

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

CLASS A CDL:	\$0.35 per hour
CLASS B CDL:	\$0.15 per hour

The City shall reimburse the employee up to seventy-five dollars (\$75.00) of the cost of the renewal of a CDL Class A or CDL Class B upon providing proper documentation to the Auditor's office.

**ARTICLE XXXI CERTIFICATION STIPEND**

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

**ARTICLE XXXII NO STRIKE - NO LOCK OUT**

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

**ARTICLE XXXIII JURY DUTY**

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

**ARTICLE XXXIV 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, stepchild, parent, grandparents, sibling, in-law, or a ward or other person for whom the employee stands in loco parents. Proof of death (i.e., obituary) may be required.

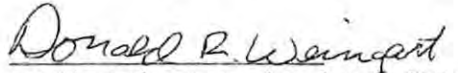
ARTICLE XXXIV TERM OF AGREEMENT

- A. This Agreement shall be effective from July 1, 2020, through June 30, 2023, unless extended by mutual agreement.

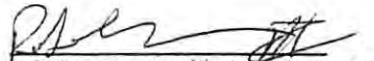
The terms and conditions of Agreement are hereby executed by signature on this the 15<sup>th</sup> Day of September, 2020.

FOR THE CITY OF SALEM, OHIO

  
John C. Berlin, Mayor

  
Donald R. Weingart, Superintendent of Utilities

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

  
Robert Hasson, President Local No. 560

FOR THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO

  
Rich Cassell, National Representative

**APPENDIX A**

**PERSONNEL COVERED**

**Utilities Office Personnel:**

Accounts Manager  
Clerk

**Water Treatment Plant:**

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

**Wastewater Treatment Plant:**

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

**Distribution Division:**

Assistant Foreman  
Utility Worker(s)

**Part-Time and/or Temporary Personnel:**

Physical Laborers  
Clerk(s)

**Appendix B**

**Insurance Documents**

Your summary of benefits



Anthem® BlueCross and BlueShield

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

Your Network: Blue Access

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

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

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

Your summary of benefits

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

**CITY OF SALEM SPOUSE ELIGIBILITY FORM  
SPOUSE STATEMENT OF HEALTH INSURANCE**

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

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

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

\_\_\_\_\_  
Employee name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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



**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.

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

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](http://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><b>Diagnostic and Preventive Services</b></p> <p><b>Oral evaluations</b> (exam) Limited to two per Calendar Year <b>Teeth cleaning</b> (prophylaxis) Limited to two per Calendar Year <b>Intraoral X-rays, single film</b> Limited to four films per 12-month period</p> <p><b>Complete series X-rays</b> (panoramic or full-mouth) Coverage Every 3 Years</p> <p><b>Topical fluoride application</b> Limited to once every 12 months for members through age 18</p> <p><b>Sealants</b> 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><b>Basic and/or Major Services***</b></p> <p><b>Fillings</b> Limited to once per surface per tooth in any 24 months</p> <p><b>Space Maintainers</b> 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><b>Crowns</b> Limited to once per tooth in a seven-year period</p> <p><b>Fixed or removable prosthodontics – dentures, partials, bridges</b></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><b>Root canal therapy</b> Limited to once per lifetime per tooth; coverage is for permanent teeth only.</p> <p><b>Periodontal surgery</b> 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><b>Periodontal scaling and root planing</b> Limited to once per quadrant in 36 months when the tooth pocket has a depth of four millimeters or greater</p> <p><b>Brush Biopsy</b> 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><b>ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES</b></p> <p><b>Orthodontia</b> Limited to one course of treatment per member per lifetime</p>	<p><b>Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.</b></p> <p><b>Services provided before or after the term of this coverage</b></p> <p><b>Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate</b></p> <p><b>Orthodontics (unless included as part of your dental plan benefits)</b> Orthodontic braces, appliances and all related services</p> <p><b>Cosmetic dentistry</b> 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><b>Drugs and medications</b> 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><b>Extractions</b> - 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.



City of Salem

PROPOSED BLUE VIEW VISION PLAN DESIGN

VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Routine eye exam</b> Once every 12 months	\$10 copay	\$42 allowance
<b>Eyeglass frame</b> One pair every 24 months	\$130 allowance, 20% off any remaining balance	\$45 allowance
<b>Eyeglass lenses</b> 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
<b>Eyeglass lens enhancements</b> 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.		
• <b>TransitiOns</b> 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	
<b>Contact lenses</b> 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)
<b>Retinal Imaging</b>	Not more than \$39
<b>Eyeglass lens upgrades</b> <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>	
• At member's option can be performed at time of eye exam	
• <b>TransitiOns</b> lenses (Adults)	\$75
• Standard Polycarbonate (Adults)	\$40
• Tint (Solid and Gradient)	\$15
• UV Coating	\$15
• Progressive Lenses	
• Standard	\$65
• Premium Tier 1	\$85
• Premium Tier 2	\$95
• Premium Tier 3	\$110
• Anti-Reflective Coating	
• Standard	\$45
• Premium Tier 1	\$57
• Premium Tier 2	\$68
• Other Add-ons and Services	20% off retail price
<b>Additional Pairs of Eyeglasses</b> <i>Anytime from any Blue View Vision network provider</i>	
• Complete Pairs	40% off retail price
• Eyeglass materials purchased separately	20% off retail price
<b>Eyewear Accessories</b>	
• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
<b>Contact lens fit and follow-up</b> <i>Available following a comprehensive eye exam</i>	
• Standard contact lens fitting	Up to \$55
• Premium contact lens fitting	10% off retail price
<b>Conventional Contact Lenses</b> <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

**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.

**Appendix C**

**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 (DFWC1)

## 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 SUSPICION .....2

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

FORM D-1, E-2 – DRUG-FREE WORKPLACE PROGRAM ACKNOWLEDGMENT FORM  
AND POST-ACCIDENT RESPONSIBILITIES .....5

FORM D-2 – DRUG-FREE PROGRAM TESTING CONSENT/AUTHORIZATION FORM ....6

FORM D-3 - REASONABLE SUSPICION OBSERVATION CHECKLIST .....7

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

FORM D-5 - REFERENCE LIST OF QUALIFIED ASSESSMENT PROFESSIONALS .....11

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

FORM D-7 – ASSISTANCE AGREEMENT .....13

FORM E-4 - VERIFICATION: FITNESS FOR DUTY WHILE USING PRESCRIPTION  
AND/OR OVER-THE-COUNTER DRUGS .....15

**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 SUSPICION .....2

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

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AND/OR OVER-THE-COUNTER DRUGS .....15

## APPENDIX A

**APPENDIX A - LIST OF SAFETY-SENSITIVE FUNCTIONS and POSITIONS**

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

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

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

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

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

- G) In a confidential manner and in a private location, the supervisor and witness(es) and union representative (where appropriate and when available and when time allows) should discuss with the employee:
- the facts and instances of questionable performance and/or behavior;
  - whether the employee is required to go for a reasonable suspicion test; and
  - what will be the employee's work status following specimen collection (on or off the job, with or without pay).

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

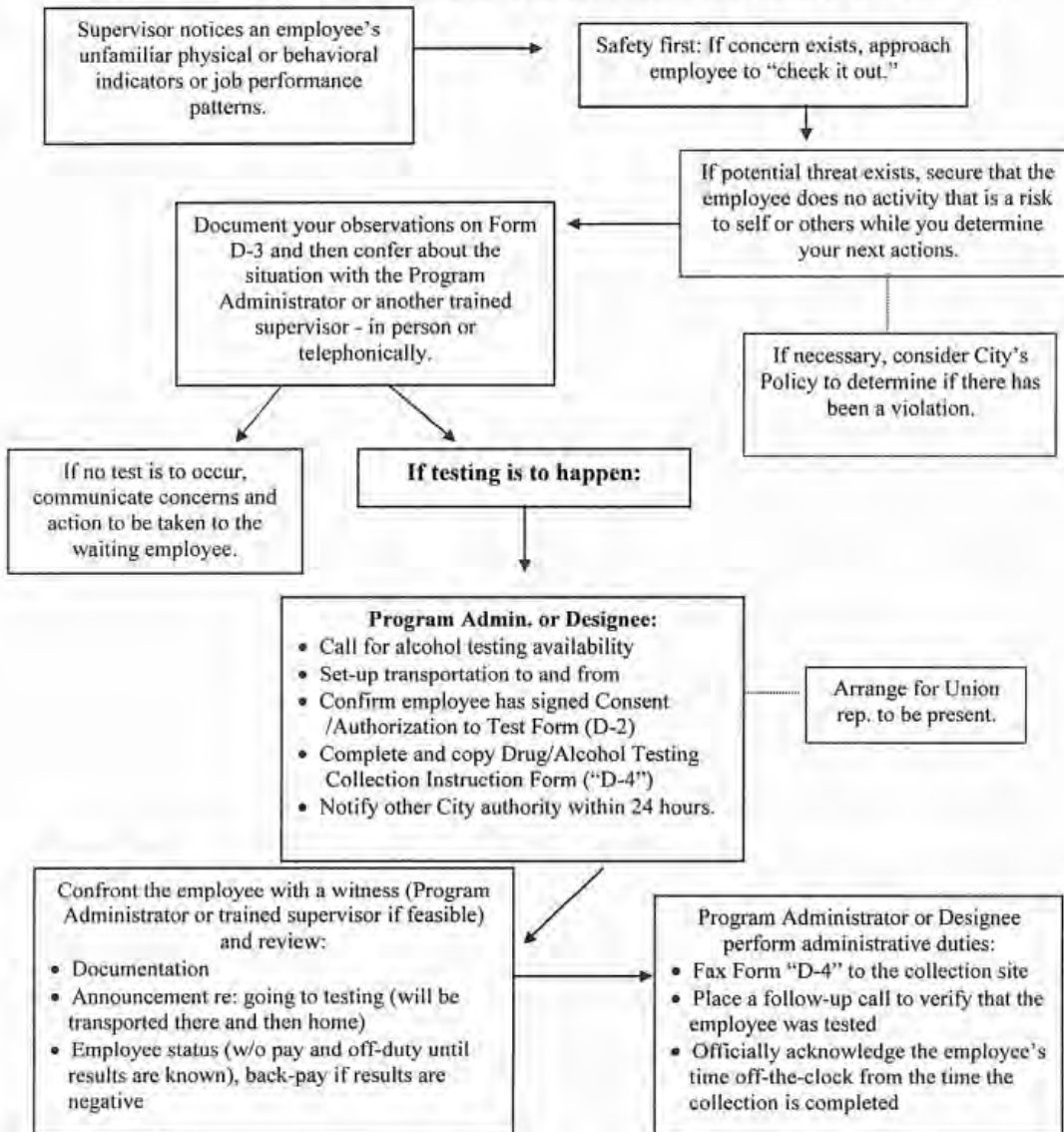
- H) Escort the employee to the waiting transportation and receive notice from the collection site when the employee has completed the collection process. The supervisor should officially acknowledge the employee's time off-the-clock to begin at the completion of the employee's required time at the collection site.
- I) In those cases where a supervisor discovers an employee possessing what appears to be an illicit drug or alcohol, he/she should:
- 1) ask to confiscate the substance and any related paraphernalia (handle as little as possible, if possible wear gloves). If the employee refuses to cooperate, local law enforcement officials can be called.
  - 2) wrap any confiscated substance and related paraphernalia in any available clean material (e.g. paper towel, copier paper, handkerchief) and keep the package in a locked and secure place where it cannot be tampered with.
  - 3) if not right away, as soon as possible, put the still-wrapped materials into a large envelope, seal the envelope completely, write his/her initials *over* the seal of the envelope in several places, write the employee's name on the envelope, and the date at the top of the envelope.
  - 4) turn over the envelope as soon as possible to the City's Human Resources Manager or his/her designee. That person will then become responsible for turning it over to local law enforcement officials. The supervisor and the Human Resources Manager should witness and document when and to whom from local law enforcement the envelope was turned over.

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

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

APPENDIX C-1

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



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

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

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

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

I understand that:

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

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

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

_____	_____	_____
Employee – Name	Employee – Signature	Date

_____	_____	_____
Witness – Name	Witness – Signature	Date

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

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

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

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

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

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

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

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

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

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

I understand that my refusal to have a post-accident test or if my post-accident test is positive as defined by this Program, my right to receive workers’ compensation benefits for any injuries sustained in that accident may be negatively affected.

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



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

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

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

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



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

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

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

Signature - Supervisor #1 \_\_\_\_\_ Date \_\_\_\_\_

Signature - Witness \_\_\_\_\_ Date \_\_\_\_\_

FORM D-3

**FORM D-3 - REASONABLE SUSPICION OBSERVATION CHECKLIST**

STRICTLY CONFIDENTIAL

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

**DIRECTIONS**

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

FORM D-4

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM D-6

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

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

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

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

\_\_\_\_\_  
Employee – Name

\_\_\_\_\_  
Employee – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative – Name

\_\_\_\_\_  
City Representative – Signature

\_\_\_\_\_  
Date

**FORM D-7 – 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

**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