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## AN AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

AND



THE CITY OF SALEM, OHIO

(Patrolmen, Sergeants and Lieutenants)

EFFECTIVE: JULY 1, 2011  
EXPIRES: JUNE 30, 2014

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**ARTICLE 1  
AGREEMENT, PURPOSE AND RECOGNITION**

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

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

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

**ARTICLE 2  
MANAGEMENT RIGHTS**

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

- 5) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 6) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 7) Determine the adequacy of the work force;
- 8) Effectively manage the work force;
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

### **ARTICLE 3 NON-DISCRIMINATION**

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

### **ARTICLE 4 CONFLICT AND AMENDMENT**

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

### **ARTICLE 5 DUES AND DEDUCTIONS**

- A. The City of Salem agrees to deduct from the wages of any employee who is a member of one of the FOP bargaining units all Ohio Labor Council membership dues uniformly required. The Ohio Labor Council will notify the City from time to time of the dues it charges and its current membership.
- B. The City of Salem agrees that all Quaker Lodge #88 members will be responsible for paying their own membership dues directly to the Lodge each year and that the City is no longer responsible for any deductions or submissions of the Quaker Lodge #88 membership dues.
- C. The F.O.P., Ohio Labor Council agrees to indemnify and hold harmless the City of Salem in the event of any legal controversy with regard to the application of this provision.

- D. All Ohio Labor Council dues shall be paid over by the City of Salem on a bi-weekly basis and forwarded to the F.O.P., Ohio Labor Council, Inc., at such address as set by the F.O.P., Ohio Labor Council, from time to time.

**ARTICLE 6  
FAIR SHARE FEE**

- A. It is hereby agreed between the Employer and the Union that sixty (60) days following the beginning of employment any new employee who chooses not to become a dues paying member shall be required to remit a fair share fee in an amount not to exceed the dues of said employee organization. Any changes in the amount of fair share fees to be deducted shall be certified by the Union, in writing to the Employer, at least thirty (30) calendar days in advance of the effective date of the change.
- B. Any fair share fee payer may exercise the option provided in Section 4117.09,C of the Ohio Revised Code for Charitable Contributions.
- C. Any fair share fee payer may apply for reimbursement of any portion of the fair share fee amount, not used for collective bargaining and representation purposes, as provided under Section 4117.09, C of the Ohio Revised Code, and any other applicable statute or judicial interpretation.
- D. The Union agrees to indemnify and hold the Employer harmless from any and all liabilities or damages (claims, actions, or proceedings) which may arise from the performance of its obligations under this article. Once fair share fees are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.
- E. All fair share fees shall be paid over by the City on a bi-weekly basis and forwarded to the FOP Ohio Labor Council, Inc., at such address as set by the FOP, Ohio Labor Council, from time to time.

**ARTICLE 7  
HOURS OF WORK**

- A. A week shall be defined as seven (7) calendar days and shall begin at 00:00:00 hours Saturday and will end at 23:59:59 hours Friday.
- B. A work day shall be defined as an eight (8) hour work period and shall begin with the employee's starting time and continue for the next twenty-four (24) hours, except when employees are changing shifts per Article 30 (B), or other modification in the schedule at the request of the employee.
- C. The work week shall consist of forty (40) hours and a minimum of two (2) consecutive days off.
- D. The guarantee of two (2) consecutive days off shall apply so long as the present complement of force remains the same or is increased.

- E. Special jobs and work assignments are for the benefit of companies or other outside persons who utilize the employer's employees. Work on these jobs is outside the scope of the bargaining unit's normal work duties. Assignment thereto is maintained for the convenience of those bargaining unit members who wish to work on such jobs. All such jobs shall be turned over to the FOP/OLC president for scheduling. Nothing regarding the scheduling of special jobs shall be grievable.
  - 1. Scheduling will be done by the Salem Police officer elected to the position of FOP/OLC president.
  - 2. Scheduling will be done by seniority and will be offered on a rotation basis to a bargaining unit member where, once the job is taken by a member, that member's name goes to the bottom of the list, and the next name is moved up one position. Any subsequent job will be filled by starting at the top of the rotation list and moving down the list until the job is filled.

**ARTICLE 8  
DEPARTMENT STAFFING**

- A. The Employer shall maintain a minimum of seventeen (17) full time bargaining unit members as police officers. The total number of full-time officers may be more than the above minimum and shall be determined by the Mayor.
- B. As long as the minimum staffing levels are being met by the Employer, the Mayor shall have the right to incorporate part-time police officers as deemed needed to assist the department. Part-time employees shall not be assigned to perform bargaining unit work if such assignment displaces bargaining unit members from their regular job assignments.
- C. Staffing of the Salem Police Department shall be maintained at a ratio of no less than fifty percent (50%) full-time bargaining unit members making up the entire department. At no time shall the total number of bargaining unit employees be exceeded by the total number of non-bargaining part-time employees. Sub dispatchers shall not be counted with regard to limitations of this ratio.
- D. Part-time officers shall be defined as police officer(s) assigned to the patrol division with a regular recurring schedule of no less than twenty-four (24) hours per week and no more than seventy-two (72) hours per two (2) week pay period. Police officer(s) hired to fill dispatch vacancies shall not be utilized for overtime coverage in the patrol division unless said dispatcher(s) are regularly rotated with part-time patrol division officers, so that no less than half of the dispatcher(s) total monthly hours include patrol division duties.
- E. If the number of full-time officers falls below the above stated minimum staffing levels, all part-time police officer(s) shall immediately be laid off, until such time as the minimum staffing requirements for full-time officers for the bargaining unit is satisfied. Part-time police officers hired to fill dispatch vacancies shall not be utilized for overtime coverage in the patrol division during any time the above stated full-time officer staffing levels are not being met.

## ARTICLE 9 OVERTIME

- A. When an employee is required by his/her responsible supervisor or administrator to work in excess of his eight (8) hour work day, or in excess of his forty (40) hours work week, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1-1/2) times his regular hourly rate. Overtime pay will be included in the pay period in which the overtime was worked. Holidays and vacation days shall be a part of the standard forty (40) hour work week for the purpose of computing overtime.
- B. The regular hourly rate of pay shall be determined by the following: add the hourly base salary, the hourly longevity Pay, and the hourly education pay.
- C. Employees will have the option of selecting the means of receiving compensation for their overtime.

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

OPTION 2 The employee may select to receive the compensatory time for the overtime worked and accumulate such overtime, not to exceed one hundred sixty (160) hours. Any overtime worked in excess of the accumulated hours must be compensated with pay. Overtime compensatory time must be used before the end of the calendar year in which it is earned. If the compensatory time is not used, payment for this compensatory time will be included in the first pay of February of the following year.

Compensatory time may not be available for use until the following pay period of such compensatory time is earned.

- D. When filling a vacancy, the shift commander or officer in charge shall fill the shift by calling officers at two contact numbers specified by officer (pager, home number, cell phone, etc.) and maintained on the call-out rotation list kept in the Sergeant's Office. The officer will have (5) minutes to respond to the call out and accept or refuse the overtime opportunity. The shift commander or officer in charge may continue to notify other officers on the rotation list while awaiting a return call from officers higher on the rotation and shall notify such other officers that their opportunity is dependent upon the previous officer's calling back within the five (5) minute waiting period. If an officer refuses a call-out opportunity, it shall be noted on the rotation list and credited as though they have worked the call-out for the purpose of the list. Any officer on an approved leave shall not be rotated on the seniority list if he refuses a call-out opportunity.
- E. If an overtime opportunity occurs and it must be forced covered due to no officers accepting the overtime, the vacancy may be filled using a part-time police officer or the Administrative Lieutenant, except: At no time shall a shift be comprised of less than one (1) full time uniformed bargaining unit officer in combination with part-time officers and/or the Administrative Lieutenant. When a bargaining unit member must be forced to cover an overtime vacancy in order to meet this requirement, then the full time officer in the shift

preceding the overtime with the least amount of seniority shall be the first officer forced to cover *THE VACANCY, EXCEPT THAT NO OFFICER MAY WORK* more than sixteen (16) hours in any twenty-four (24) hour period, or more than twenty-four (24) hours in any forty-eight (48) hour period. A vacancy shall be considered to exist when less than three (3) full-time officers and one (1) dispatcher are on duty, except in the event that Sections G, H, or I of the Overtime Article are applicable, then a shift may be comprised of a combination of full time and regularly scheduled part time totaling no less than three (3) uniformed police officers and one (1) dispatcher during an eight (8) hour period.

- F. A police officer assigned to dispatch duty shall not be considered for the purpose of fulfilling the minimum of three (3) uniformed police officers during a shift and probationary officers (bargaining and part time) shall not count toward minimum staffing requirements until a Field Training Officer has certified the probationary officer(s) have been adequately trained.
- G. In the event that a vacancy results from the absence of a bargaining officer due to sick, compensatory, vacation, personal, holiday or other temporary leave that reduces a shift below the three (3) bargaining officer minimum, that vacancy shall be considered filled by a part time officer whose regular recurring schedule coincides with the shift vacancy. In the event that no part time officer(s) are regularly scheduled, the bargaining officers shall be afforded the overtime opportunity to fill the vacancy (or vacancies) per rotation of the call out list.
- H. Any shift consisting of a regularly scheduled three (3) bargaining officers and one (1) part time officer may be supplemented by a second not regularly scheduled part time officer on an as needed basis to maintain minimum staffing requirements that result from the temporary absence of bargaining unit officers during that shift.
- I. Any scheduled overtime known by the City for more than thirty (30) days in advance may be filled with part time patrol division police officers even when no part time officer's regular recurring schedule coincides with the overtime occurrence provided that the part time officer(s) filling such vacancies meet the specifications as defined in section (D) of the Department Staffing Article. All other scheduled overtime not coinciding with a part time officers regular patrol division schedule will first be offered to full time officers prior to the utilization of part time officers.
- J. When an emergency exists within the City and additional manpower is needed, members of the bargaining unit shall be called out in the same manner as provided in Paragraph D, prior to any Part-time Police Members, Auxiliary Police members, neighboring Police Departments, or Private Security entities being contacted for assistance. Members of the bargaining unit shall receive one and one-half (1- ½ ) times his regular hourly rate for all time worked during the emergency with the minimum amount being consistent with Paragraph A of this article.
- K. Auxiliary Police may be used before bargaining unit members for special events such as parades. Every effort shall be made to attempt to equalize overtime opportunities among all officers through the administration of "D" above.

**ARTICLE 10  
COURT LEAVE**

- A. Any member of the bargaining unit who is required or subpoenaed to appear in any court of record, or proceedings (i.e. depositions, grand jury) outside regular duty hours, as an incident to his duties, shall receive pay for all of his time related to that court appearance. Such pay shall be at the rate of one and one-half (1 ½) times the regular hourly rate of such person. There shall be a minimum of three (3) hours pay for any court appearance as described above. For court cases requiring the attendance of members of the bargaining unit, the City shall: (a) provide a department vehicle for court cases more than ten (10) miles out of the City; or (b) compensate members of the bargaining unit at the current reimbursement rate.
- B. Members will not be required to appear in any court of record unless they are served by a subpoena or a notice of assignment. Members of the bargaining unit shall return all subpoena fees collected by them for appearances in any court of record to the Auditor of the City of Salem.

**ARTICLE 11  
CALL BACK**

- A. Each member of the bargaining unit shall receive a minimum of three (3) hours of call back pay for each call back. Such call back pay shall be at the rate of one and one-half (1 ½) times his regular hourly rate of pay. In the event that said member has completed his call back task prior to the expiration of three (3) hours, said member shall be released from duty and still be paid said minimum call back pay.

**ARTICLE 12  
STAND-BY**

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

**ARTICLE 13  
USE OF PERSONAL VEHICLE**

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

**ARTICLE 14**  
**SICK LEAVE**

- A. Each member of the bargaining unit shall earn sick leave at the rate of .06 hours of sick leave for each hour worked. Hours worked shall be deemed to mean hours actually worked or scheduled hours, if the employee did not work but was otherwise entitled to receive pay thereof, whichever is greater.
- B. Each member of the bargaining unit eligible to earn sick leave shall commence earning the same from the effective date of employment with the City of Salem and shall be entitled to accumulate the same without limit.
- C. Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, or for illness, injury in the employee's immediate family. Immediate family shall be defined and construed to mean spouse, parents, children, grandparents, siblings, grandchildren, or legal guardian(s) or other person who stands in the place of a parent (*in loco parentis*). Time off for doctor and dental appointments for employees shall be charged to sick leave; however, such appointments, if possible, shall be scheduled at a time that does not interfere with the member's work schedule.
- D. When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.
- E. Any member of the bargaining unit, upon severance of employment with the City of Salem, or any member who is eligible to receive retirement benefits from the City of Salem, by reason of age and length of service, shall be entitled to remuneration in cash for any and all sick leave accumulated by said employee at twenty-five percent (25%) of the full amount of the employee's accrued but unused sick leave, and such election shall be deemed to eliminate all of the requested sick leave credit accrued by said member at the time. The maximum payment that may be made is twenty-five percent (25%) of one thousand two hundred eighty (1280) sick leave hours (three hundred twenty [320] hours). Such election must be made on or before the date of retirement or severance.
- F. In the case of death of a bargaining unit member, payment for sick leave credits shall be paid by the City within thirty (30) days to:
  - 1. The surviving spouse;
  - 2. Any one or more of the children eighteen (18) years of age or older; or
  - 3. The father or mother of the deceased employee, with preference being given in the order named.
- G. An employee who is to be on sick leave shall notify the management or his/her designee of such absence and the reason therefore, at least one (1) hour prior to the start of his work shift each day he is to be absent. However, daily notification shall not be necessary for absences

in excess of two (2) days that are documented with a physician's certificate with an expected return to work date. The Chief is to be notified as soon as the bargaining unit member learns that the expected return to work date has been changed.

- H. Members of the bargaining unit shall be permitted to convert to cash any or all sick leave accumulated and unused within an annual period. Said period shall commence on the first day of the pay period which includes November 1, and ends on the last day of the pay period immediately preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his desire to convert sick leave no later than the end of the pay period that includes November 1. Calculation of payment for the cash benefit conversion will be fifty percent (50%) of hours accrued/unused, times his/her regular hourly rate.

## **ARTICLE 15 HOSPITALIZATION AND MEDICAL INSURANCE**

- A. From the effective date of this agreement through June 30, 2014, the City of Salem agrees to provide hospital and medical insurance for all members covered by this agreement, with no less coverage than currently in force.
- B. The City and bargaining unit shall mutually agree on any changes to health care plans and to confer on levels of coverage and cost to employees and Employer. At any time during the terms of this Agreement, should the Employer wish to change the type of plans for employees or the premium paid by employees, the Employer may initiate renegotiations of the issue of health coverage, as specified under O.R.C. 4117 (including final and binding conciliation) by directing a letter to the Union indicating its desire to reopen. The parties shall commence negotiations within two (2) weeks of such notice. It is expressly understood that the selection of a carrier or other method of provision of health coverage shall be the sole discretion of the Employer.
- C. Deductibles – Effective January 1, 2012, Employees will pay a deductible of \$200 for single coverage, and \$400 for Family Coverage.
- D. Premium Sharing
  - 1. Effective July 1, 2011 each member agrees to fund eleven percent (11%) of the hospitalization coverage premium. The parties will reopen contract negotiations prior to July 1<sup>st</sup> of 2012, and July 1<sup>st</sup> of 2013 to negotiate health insurance provisions to be effective on such dates. Any negotiated premium increases to members on such dates shall be capped at a maximum of fifteen percent (15%).
  - 2. The City and a representative of the FOP/OLC shall meet to discuss and negotiate any changes or modification of the health care cost and benefits. This will be prior to the expiration date of the existing health care benefits.

E. Alternative Plans

Notwithstanding the above provisions which provide for health care coverage, the Union agrees that the Employer may offer alternative health care plans during the term of this agreement.

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

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

E. Vision and Dental Plans

1. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage equal or comparable to the Vision Service Plan, Plan B, as per Appendix C.
2. The City shall pay up to thirty dollars (\$30.00) per month averaged, toward dental coverage with coverage comparable to the plan specified in Appendix B. Each member's amount shall be calculated on an individual basis and deducted per pay.

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

**ARTICLE 16  
DISABILITY LEAVE**

- A. Any member of the bargaining unit who is disabled while in the performance of his duties as a police officer may use all available sick leave from the date of the disability until granted a disability pension from the Police and Firemen's Disability and Pension Fund of the State of Ohio.
- B. The City agrees to provide hospitalization insurance as described in Article 14 to all members and their family while such member is on Workers Compensation leave for a period of two (2) years maximum.
- C. Employees who have exhausted sick leave time while on disability leave and are returning to duty shall be granted forty (40) hours of advance sick leave time. Once the employee is back to work, the advance time shall be repaid by deducting accrued time at a rate of one-half (½) accrued time per month. If the employee's employment relationship with the City of Salem terminates before said advance leave is repaid, said leave shall be due and payable to the City of Salem at the employee's current rate of pay.

- D. In the event that a member is to attend any engagement required by the Bureau of Workers Compensation and/or the Industrial Commission of Ohio while that member is on duty, that member will be released from duty, with pay, for attendance, and such time off shall not be deducted from accumulated sick time, vacation time, holiday time or any other paid leave.

## **ARTICLE 17 INSURANCE**

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

## **ARTICLE 18 HOLIDAYS**

On January 1<sup>st</sup> of each year, each bargaining unit employee shall be credited with ninety-six (96) holiday hours, in lieu of receiving official City holidays. Said hours shall be taken off with the approval of the Chief or his/her designee, subject to sufficient manpower, at any time during the calendar year.

- A. Any member of the bargaining unit working on Thanksgiving Day and/or Christmas Day shall be allowed one (1) hour off, with compensation.
- B. All holiday hours must be used or forfeited. Up to two (2) holidays per employee per year may be converted to cash only upon certification by the Chief of the City Auditor that because of scheduling and staffing difficulties the employee was unable to be scheduled for his holiday time.
- C. Members of the bargaining unit working Christmas Day, Memorial Day, Independence Day, and Thanksgiving Day shall be compensated at a rate of one and one-half (1 ½) times their hourly rate of pay.
- D. All bargaining unit members shall receive two (2) personal days on July 1 of each year of this Labor Agreement, to be used within the contract year. No personal day shall be carried over. Request of the personal day shall be twenty-four (24) hours prior to the requested date, unless exigent circumstances are involved. The President of the FOP/OLC or his designee shall receive three (3) personal days to attend F.O.P. and F.O.P./O.L.C. conference and state meetings.

**ARTICLE 19  
VACATIONS**

- A. Members of the bargaining unit shall be entitled to paid vacations under conditions and as specified herein.
- B. The vacation year is defined as January 1 through December 31 and each member of the bargaining unit shall express his first and second choice vacation preference to his department head by February 1 of each year. All bargaining unit members who apply for vacation leave by this date shall have their vacation scheduled by seniority preference. All other vacation leave shall be subject to a first come, first served basis. On or about September 1, the Chief shall inform all members of the bargaining unit of the number of vacation days he still has unscheduled. Every effort shall be made to schedule all such days consistent with the manpower need of the department.
- C. The vacation qualifying year shall be January 1 through December 31 or such other date as may be the anniversary of the last date of hire. Such vacation as earned during the qualifying year shall be taken during the following year.
- D. Regular full-time employees must have completed at least one (1) year of service since the last date of hire before becoming eligible for any vacation.
- E. All members of the bargaining unit shall receive paid vacation by the following schedule.

Completion of 1 year service	80 hours
Completion of 5 years service	120 hours
Completion of 12 years service	160 hours
Completion of 17 years service	184 hours
Completion of 20 years service	200 hours
- F. Hours of vacation as established in subsection (E) hereof are hereby determined to mean working hours.
- G. Vacations may be taken in increments of hours.
- H. Vacation pay shall be based on the bargaining unit member's regular hourly rate of pay.
- I. Scheduling of vacations shall be the responsibility of the Chief or his designee, and subject to sufficient manpower available to cover such leave, as determined by the Chief.
- J. Vacation credit for vacation year must be taken by the end of that vacation year, except a member may carry over unused vacation leave to a maximum limit of three (3) years of accumulation. In lieu of carrying over accrued time, bargaining unit members may elect to receive a cash pay out in the first period of December for the amount of time that could have been carried over.

- K. Employees who are absent from work or laid off for six (6) or more consecutive months, but less than one (1) year, and who are then returned to active employment shall be eligible for one (1) week of vacation after completing six (6) months of active employment.
- L. When calculating service time for vacation purposes, a break in service caused by the City shall not count against the employee.

**ARTICLE 20  
LONGEVITY**

- A. Each member of the Union shall be entitled to remuneration in addition to that otherwise provided in accordance with the following schedule.

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

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

**ARTICLE 21  
LEAVE WITHOUT PAY**

- A. Members of the bargaining unit may be granted a leave without pay for personal reason(s) of the employee.
- B. The authorization of a leave of absence without pay is a matter of administrative discretion. The Chief, or other designated official, in each individual case should decide if a leave of absence is to be granted.
- C. Upon the completion of the leave, every effort shall be made to return the employee to a similar position as he held prior to the leave.

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

- A. Effective January 1<sup>st</sup> 2009, each member of the bargaining unit shall receive an annual clothing allowance of up to \$700.00. This allowance is provided on a purchase requisition system, not on the basis of cash to the employee.
- B. Employees are permitted to purchase only those items approved by the Chief. Items not approved or purchases in excess of the annual allowance are the responsibility of the employee.
- C. New members of the Salem Police Department may receive an initial prorated uniform allowance for the time from their first day of work through the end of the calendar year. Should the new employee fail to complete the probationary period, the amount expended by the employee will be deducted from his final paycheck.
- D. If personal property of a member of the bargaining unit is lost, damaged, or destroyed as a result of actions arising out of the member's performance of his/her official duties, the employer shall compensate the member for the property, repair the property, or replace the property. Limit of two hundred dollars (\$200.00) annually.
- E. The member must file a report of the incident within forty-eight (48) hours of the loss, destruction, or damage. The report will contain a description of the property, explanation of how the property was lost, destroyed, or damaged, and an estimated cost of repair and replacement. Where practicable, the property shall be available for inspection, which is to take place within seventy-two (72) hours of the incident except in unusual circumstances. The damaged property is to be returned to the member of the bargaining unit.

**ARTICLE 23  
EDUCATIONAL CERTIFICATE BONUS**

- A. Each member of the bargaining unit who holds an Associate Degree from a bona fide college or university shall receive a bonus of six cents (\$0.06) per hour.

- B. Each member of the bargaining unit who holds a Bachelor's Degree from a bona fide college or university shall receive a bonus of twelve cents (\$0.12) per hour.
- C. Each member of the bargaining unit who holds a Master's Degree from a bona fide college or university shall receive a bonus of eighteen cents (\$.018) per hour.
- D. Only one bonus to be paid - at the highest level of degree held.

**ARTICLE 24  
HAZARDOUS DUTY PAY**

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

**ARTICLE 25  
DISCIPLINE**

- A. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:
  - 1. Written or oral warning;
  - 2. Written reprimand;
  - 3. Suspension of record or suspension without pay (at the option of the employee, and with the concurrence of the Employer. Accrued vacation or holiday time may be forfeited equal to the length of the suspension without pay; a record of suspension will be maintained);
  - 4. Reduction in pay or position;
  - 5. Discharge.
- B. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Pre-disciplinary hearings, if any shall be completed within ten (10) calendar days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within fifteen (15) calendar days of the receipt of the hearing officer's response. Pre-disciplinary hearings will be conducted by a hearing administrator selected by the Employer. The employee may choose to: (1) appear at the hearing to present oral or written statements in his defense; or (2) appear at the hearing and

have one (1) chosen representative present oral or written statements in defense of the employee; or, (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's rights to pre-disciplinary hearings.

- C. At the pre-disciplinary hearing, the hearing administrator will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents, which explain whether or not the alleged misconduct occurred. The employee may be represented by any person he chooses. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the disciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.
- D. The employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing administrator giving his/her opinion whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any is appropriate. A copy of the hearing administrator's report will be provided to the employee within three (3) calendar days following its preparation.
- E. Disciplinary action may be appealed through to the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.
- F. Any employee under indictment or arrested for a felony or a crime or moral turpitude, who is not disciplined or discharged by the Employer, may be placed on a leave of absence with pay until resolution of the court proceedings. An employee found guilty by the trial court shall be summarily discharged. The Employer shall continue to pay the employee's insurance premiums during any leave of absence.
- G. The Employer agrees that all disciplinary procedures shall be conducted in private and in a business-like manner.
- H. The employee shall have, at his request, the presence of a Union representative any time during a disciplinary action, investigation, or interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties, but not to exceed forty-eight (48) hours, unless the parties mutually agree to a longer period.

**ARTICLE 26  
GRIEVANCE AND ARBITRATION**

**A. Grievance**

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

a. STEP 1

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

b. STEP 2

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

c. STEP 3

If the grievance is not settled at Step 2, the FOP/OLC representative or aggrieved may appeal in writing to the Mayor or his/her designee. Such appeal must be submitted within seven (7) working days after receipt of the Step 2 reply. The Mayor or his/her designated representative shall meet within thirty (30) calendar days with the FOP/OLC representative and/or aggrieved to attempt to resolve the grievance. The Mayor shall reply in writing within ten (10) working days following such meeting.

d. STEP 4

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

e. STEP 5

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

B. Arbitration

1. Selection

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Arbitration and Mediation Service (AMS) to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator. Each party may reject one (1) list. Additional lists will be requested by and paid for by the party that rejected the previous list.

2. Hearing Time

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

3. Jurisdiction

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

4. Binding Both Parties

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

5. Cost Sharing

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

The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

**ARTICLE 27  
WAGES**

A. Hourly Wage Schedule

RANK	Effective 07/01/2011 4%	Effective 07/01/2012 3%	Effective 07/01/2013 3%
3 <sup>rd</sup> Class Patrol.	\$14.53	\$14.97	\$15.42
2 <sup>nd</sup> Class Patrol.	\$18.30	\$18.85	\$19.42
1 <sup>st</sup> Class Patrol.	\$21.18	\$21.82	\$22.47
Sergeants	\$23.29	\$23.99	\$24.71
Lieutenants	\$24.45	\$25.18	\$25.94

- B. The City shall continue the present custom of bi-weekly payroll, payable on Fridays, except the City shall make all payroll checks available for each bargaining unit member who is on the afternoon or midnight shifts at a time no later than 11:00 p.m. on the day preceding the date that said payroll is due. No payroll check shall be cashed by any member prior to the date on said check.
- C. If no Sergeant or Lieutenant is present for a shift due to taking vacation time, holiday time, sick leave, or one (1) hour of compensatory time, the senior Police Patrolman on duty will assume the duties of "Officer in Charge" for the time required. And for such time, s/he will receive the pay of a sergeant.
- D. There will be a ten percent (10%) wage rate differential between Patrolman and Sergeant and five percent (5%) wage differential between Sergeant and Lieutenant.

**ARTICLE 28  
RETIREMENT PICK-UP**

- A. Until July 1, of 2013 the City will pay a portion of the employee's contribution to his pension fund as follows: Said funds are to be credited to the individual member's account in the same manner as if the funds had been withheld from the member directly. Effective July 1, 2011, employees will pay four percent (4%) of their pension contribution. Effective July 1, 2012, employees will pay seven percent (7%) of their pension contribution. Effective July 1, 2013, employees will pay the full ten percent (10%) of the employee portion of the pension contribution.

**ARTICLE 29  
SENIORITY RIGHTS**

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

**ARTICLE 30  
PERSONNEL FILES AND RECORDS**

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

**ARTICLE 31  
SHIFT SCHEDULING**

- A. Personnel will be permitted to select their tour of duty by shift. Seniority will prevail; the only position(s) not available for selection are the Investigator(s) and/or Juvenile Officer (s) which will be assigned by the Chief of Police. No more than one (1) Juvenile Officer shall be assigned to dayshift as part of such assignment. An Investigator or Juvenile Officer assigned to a specific shift by the Chief shall not be counted as a part of the regularly scheduled three (3) officer minimum manpower. They may be used to fill the three (3) officer minimum when another officer on their regularly scheduled shift calls off for any reason.
  
- B. Employees shall select the shift prior to each December 15 on a seniority basis with the effective date of their selection being January 1. Shift selections shall not be changed except due to retirement, death, resignation, or assignment by the Chief. The vacant position on said shift shall be bid by the employees with said open position going to the most senior employee who bid on said shift. Should a member be displaced due to scheduling needs of the Chief (i.e., training), the displaced member shall have bumping rights over less senior employees.
  
- C. Bargaining unit members may trade shifts and/or days off with other employees subject to the following:
  - 1. All requests for shift trades must be approved by the immediate supervisor.
  - 2. Shift trades shall not create an overtime liability for the employer.

**ARTICLE 32  
PAID ADMINISTRATIVE LEAVE**

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

**ARTICLE 33  
FAMILY AND MEDICAL LEAVE**

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

**ARTICLE 34  
LAYOFF AND RECALL**

**Patrol Officer Unit**

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

**Sergeants and Above**

- A. In the event of a layoff in the sergeants and above bargaining unit, all part-time and/or seasonal personnel in the affected rank(s) shall be laid off first. The bargaining unit member to be laid off first shall be the officer in the affected rank(s) with the least amount of departmental seniority. The reason for any layoff shall be for lack of work, lack of funds or job abolishment. The Employer will notify affected employees in writing at least seven (7) days in advance of the effective dates of the layoff.
- B. Bargaining unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit members on layoff or demotion in the affected rank.
- C. Any employee laid off from a bargaining unit position may, at his option, displace the least senior employee in the same or lower classification (rank). The employee must notify the Employer within forty-eight (48) hours after the employee receives his layoff notice of the employee's decision to exercise his bumping right. Failure to bump shall result in removal from the recall list.

- D. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work of the rank to which they are recalled.
- E. Notice of recall shall be sent to the employee by certified mail or hand delivery. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice "Return Receipt Requested" to the last mailing address provided by the employee. Failure of the employee to accept the recall assignment by written notice to the City within forty-eight (48) hours after receipt of the notice of recall shall be removed from the recall list.

**ARTICLE 35  
SICK LEAVE DONATIONS**

A. Catastrophic Illness or Injury

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

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

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

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

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

1. Eligibility

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

2. Donating Employee:

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

3. Recipient:

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

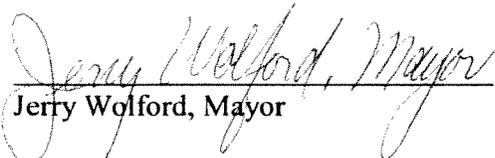
### **ARTICLE 36 BEREAVEMENT LEAVE**

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

**ARTICLE 37  
DURATION (TERMS OF AGREEMENT)**

- A. This Agreement shall remain in full force until June 30, 2014 at 23:59:59 hours, unless extended by mutual agreement.
- B. The parties agree to re-open negotiations in or about May of 2012 to negotiate the provisions of Article 15, Hospitalization and Medical Insurance with an effective date of July 1, 2012. The parties agree to re-open negotiations in or about May of 2013 to negotiate the provisions of Article 15, Hospitalization and Medical Insurance with an effective date of July 1, 2013.
- C. This Agreement represents the entire agreement between the parties and replaces all prior arrangements, written, or oral, not specifically incorporated into this Agreement.
- D. The terms and conditions of agreement are hereby executed by signature on this 13 day of OCTOBER, 2011.

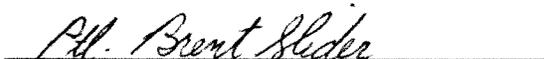
FOR :  
THE CITY OF SALEM, OHIO

  
\_\_\_\_\_  
Jerry Wolford, Mayor

FOR:  
THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL

  
\_\_\_\_\_  
Chuck Wilson, Senior Staff Representative  
FOP, Ohio Labor Council

  
\_\_\_\_\_  
Steve Andres, Director of Public Service  
And Safety

  
\_\_\_\_\_  
Brent Slider, FOP/OLC

**APPENDIX B  
DENTAL RIDER**

Features of Your Dental Plan

DIAGNOSTIC & PREVENTIVE SERVICES	\$50 DEDUCTIBLE PER PERSON PER CALENDAR YEAR (LIMIT OF 3 DEDUCTIBLE PER FAMILY)		\$50 CALENDAR YEAR DEDUCTIBLE
<p align="center"><b>@100% Rate of Benefit</b></p> <ul style="list-style-type: none"> <li>• Deductible Waiver</li> <li>• Oral Exams</li> <li>• Teeth Cleaning</li> <li>• Sealants</li> <li>• X-Rays</li> <li>• Emergency Exams</li> </ul>	<p align="center"><b>BASIC SERVICES</b></p> <ul style="list-style-type: none"> <li>..80/20 Coinsurance</li> <li>..Root Canal</li> <li>..Periodontal Treatment</li> <li>..Tooth Extractions</li> <li>..Oral Surgery</li> </ul>	<p align="center"><b>MAJOR SERVICES</b></p> <ul style="list-style-type: none"> <li>..50/50 Coinsurance</li> <li>..Gold Inlays</li> <li>..Installation and Repair of:               <ul style="list-style-type: none"> <li>-Bridgework</li> <li>-Crowns</li> <li>-Dentures</li> </ul> </li> </ul>	<p align="center"><b>ORTHODONTIA OPTIONAL</b></p> <ul style="list-style-type: none"> <li>..50/50 Coinsurance</li> <li>..Orthodontic Extractions</li> <li>..Full or Partial Bands</li> <li>..Appliances</li> </ul>
	<p><b>\$1000 Per Person Per Calendar Year Maximum</b></p>		<p><b>\$1000 Lifetime Maximum</b></p>

This page contains the medical benefits wording.

Summary of Anthem Health benefits effective at time of signing to be included in contract

**APPENDIX C  
OPTICAL INSURANCE**

Vision Service Plan  
400 E. Town Street  
Columbus, Ohio 43215  
614-224-7709

**FULLY INSURED RATES  
100% EMPLOYER PAID**

The plan design is Plan B, which is a twenty dollar (\$20.00) deductible on examinations and a twenty dollar (\$20.00) deductible on materials. Services would be available at the following intervals.

Exams	Every 12 Months
Lenses	Every 12 Months
Frames	Every 24 Months

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-04-0628
EMPLOYEE ORGANIZATION,	}	11-MED-04-0629
	}	
and,	}	
	}	
CITY OF SALEM,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Jeremy Iosue  
jiosue@dylaniosue.com