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K31073
08/11/2014

AGREEMENT

BETWEEN

CITY OF SALEM, OHIO

AND

LOCAL #283

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO

Duration: July 1, 2014 through June 30, 2017

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ARTICLE 1

PURPOSE

- A. This Agreement is entered into this 1st day of July, 2014, by and between the City of Salem, Ohio, hereinafter designated as ``Management/City``, and Local #283 of the International Association of Firefighters, AFL-CIO, located in Salem, Ohio and hereinafter designated as the ``Union``.
- B. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City of Salem, and this Union and the firefighters of the City of Salem.
- C. Additional purposes of this contract are:
 - 1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance;
 - 2. To provide for the peaceful and equitable adjustment of differences which may arise;
 - 3. To attract and retain qualified employees by providing those benefits compatible to the resources of the City of Salem;
 - 4. To assure the effectiveness of the fire service by providing an opportunity for the employees of the bargaining unit to meet with the City, through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the provision of the agreement, state and federal laws, and the Constitution of the State of Ohio and the United States of America;
 - 5. To assure the right of every employee to fair and impartial treatment;
 - 6. To provide an opportunity for the Union and the City to negotiate as to wages, hours, terms, and conditions of employment for employees in the bargaining unit.

ARTICLE 2

NON-DISCRIMINATION

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

ARTICLE 3 RECOGNITION

- A. Local #283 of the International Association of Firefighter, AFL-CIO, is hereby recognized as the sole and exclusive bargaining representatives for all sworn and uniformed employees of the Salem Fire Department, excepting the Fire Chief, with respect to wages, hours, or terms and other conditions of employment.
- B. Management and the Union agree to enter into good faith negotiations as required by O.R.C 4117. Both parties agree that the Union shall have the right to appoint or elect representatives from its membership, and such representatives shall be authorized and recognized by Management to represent the Union. The names of employees so elected, who may represent the Union, shall be certified to the Mayor's office in writing. Whenever this agreement makes reference to the "designee" of the Chief, such person will be the City's Safety Director, unless the Mayor notifies the Union, in writing, that he has designated some other individual to serve as his "designee".
- C. The bargaining agent shall have the right to hold meetings and conduct elections on City property during work hours, with the approval of the Chief and providing such will not interfere with the efficient operations of the department. Representatives of the O.A.P.F.F. and I.A.F.F. shall have the right to attend said meetings.

ARTICLE 4 SEPARABILITY

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

ARTICLE 5 EMPLOYEE'S RIGHTS

- A. It is agreed that any employee within the bargaining unit has the right to join the Union for mutual aid protection and to bargain collectively, and has the right not to join the Union if he desires not to do so. In addition to the right to join and participate, or not to join or to not participate in the Union, Management and the Union recognize the member's right to Union representation in accordance with this Agreement.
- B. Management reserves the right to evaluate employee performance by efficiency evaluations, using as a reporting form Appendix C attached hereto or some other

performance evaluation form or forms selected by the Employer. The Employer agrees to provide the Union with at least twenty-one (21) days advance notice if the Employer decides to begin using another form or forms. Upon the written request of the Union, the Employer agrees to meet and discuss the planned changes with the Union within the twenty-one (21) day notice period.

ARTICLE 6 MANAGEMENT RIGHTS

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

ARTICLE 7
SENIORITY

- A. Seniority shall be established as of the employee's original date of full-time appointment to the Salem Fire Department and shall be the total length of his continuous service after that date. Seniority shall be used for: (a) the purpose of determining layoff and recall rights; (b) the order in which vacation selection shall be made as further defined in Article 18 of this contract; (c) for any other purpose(s) as expressly stated in this agreement.

- B. Seniority is not to be confused with continuous service with the City of Salem. Continuous service with the City shall be defined as the uninterrupted service of an employee from his original date of full-time employment with the City of Salem, to include and taking into account any consecutive interdepartmental transfers or appointments. Continuous service with the City shall be used for determining longevity and vacation entitlement, or any other purpose(s) as expressly stated in this agreement. An employee laid off by the City and being recalled, or an employee granted a valid leave of absence for a period of up to twenty-four (24) months and returning from said leave, shall not be considered to have broken continuous service.

ARTICLE 8
REDUCTION IN FORCE AND RECALL

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

ARTICLE 9 WAGES

The base salary for the all employees hired before July 1, 2014 of the Salem Fire Department covered by this Agreement shall be paid as set forth below:

Bi-Weekly Schedule

RANK	Current Rate	Effective 07/01/2014 2.75%	Effective 07/01/2015 2.00%	Effective 07/01/2016 2.00%
3 rd Class FF	1,254.68	\$1,289.18	1,314.96	\$1,341.26
2 nd Class FF	1,628.76	\$1,673.55	\$1,707.02	\$1,741.16
1 st Class FF	1,701.78	\$1,748.58	\$1,783.55	\$1,819.22
Lt./Inspector	1,871.97	\$1,923.45	\$1,961.92	\$2,001.16
Captain	1,965.56	\$2,019.61	\$2,060.00	\$2,101.20

All bargaining members hired after July 1st, 2014 shall receive a starting wage equal to 65% of the current first (1st) class Fire Fighter wage and shall progress through six (6) steps over a five (5) year period until reaching one-hundred percent (100%) of the current first (1st) class Fire Fighter Wages as follows:

First 6 months:	Probation	65%
Second 6 months:	Probation	70%
After 1 year:		75%
After 2 years:		80%
After 3 years:		85%
After 4 years:		90%
After 5 years:		100%

Bi-Weekly Wage Schedule - For bargaining members hired after July 1st, 2014.

RANK	Effective 07/01/2014 2.75%	Effective 07/01/2015 2%	Effective 07/01/2016 2%
Probation (1st 6 mos)	1136.58	1159.31	1182.50
Probation (After 6 mos)	1224.01	1248.49	1273.46
5th Class FF (At 1 yr)	1311.44	1337.67	1364.42
4th Class FF (At 2 yr)	1398.86	1426.84	1455.38

3rd Class FF (At 3 yr)	1486.29	1516.02	1546.34
2nd Class FF (At 4 yr)	1573.72	1605.19	1637.29
1st Class FF (At 5 yr)	1748.58	1783.55	1819.22

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

$$\frac{(\text{Biweekly Base Salary} + \text{Biweekly Longevity Pay} + \text{Biweekly Educational Certificate Pay})}{80}$$

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

$$\frac{(\text{Biweekly Base Salary} + \text{Biweekly Longevity Pay} + \text{Biweekly Educational Certificate Pay})}{5}$$

C. Retroactive pay shall be paid at a daily rate.

D. The City of Salem shall continue the present practice of biweekly payroll, payable on Fridays. All employees shall be enrolled in direct deposit. Payroll stubs are available through the Employee Self-Service portion of the Paychex website, and are made viewable no later than Thursday of each pay week. When a legal holiday falls on payday, payroll stubs will be available on Wednesday, with funds payable on Thursday. ~~except that payroll checks shall will be made available to the employees at 1430 hours for on Thursday preceding the Friday payday, except that when a legal holiday falls on said Thursday or Friday, then said payroll checks shall be dated and made available to each employee no later than noon on the Wednesday preceding that holiday. Any bargaining unit employee may elect to have his paycheck directly deposited to the bank account of his choice, and available as a normal check.~~

~~D. No payroll checks shall be cashed by any employee prior to the date contained on said check.~~

E. There shall be a rank differential of ten percent (10%) between Firefighter First Class

and Lieutenant/Inspector. There shall be a rank differential of five percent (5%) between Lieutenant/Inspector and Captain. Any bargaining member hired after July 1st 2014 that attains the rank of Lieutenant/Inspector shall start at a six percent (6%) wage rate differential the first year, an eight percent (8%) wage rate differential the second year and proceed to the ten percent (10%) wage rate at the start of the third year. Any bargaining member hired after July 1st 2014 that attains the rank of Captain shall start at a three percent (3%) wage rate differential the first year and proceed to the five percent (5%) wage rate at the start of the second year. Any bargaining member hired after July 1st, 2014 that attains the rank of Lieutenant/Inspector prior to reaching first (1st) Class as a Fire Fighter shall progressive to the current first (1st) Fire Fighter wage rate immediately upon promotion. Fire Fighters must have

completed thirty-six (36) months as a bargaining member before being eligible to test for the rank of Inspector and/or Lieutenant.

**ARTICLE 10
HAZARDOUS DUTY PAY**

- A. As of August 1, 1991, Hazard Duty Pay has been included in the bi-weekly base salary listed in Article 9 of this Agreement. This article is to remain intact throughout the term of this contract.

**ARTICLE 11
LONGEVITY**

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

- ~~A. Each employee hired before July 1, 2014 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:~~

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

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

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

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

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

ARTICLE 12 UNIFORM AND UNIFORM ALLOWANCE

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

- 1) ~~For the calendar year 2012:~~
First year of contract: \$650.00
- 2) ~~For the calendar year 2013:~~
Second year of contract: \$650.00
- 3) ~~For the calendar year 2014:~~
Third year of contract: \$650.00

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

B. Immediately upon the hiring of a probationary employee, the City of Salem shall make a clothing allowance, payable to said employee, at the annual rate divided by the number of days remaining in that same year. Said probationary employee only needs to purchase uniforms equivalent to the monetary amount he receives. If said

probationary employee's employment is terminated, then that employee shall be permitted to keep the amount equal to the annual rate divided by the 365 per day that he was employed by the City of Salem, and the difference shall be withheld from said employee's final paycheck.

- C. Upon separation from the Salem Fire Department:
 - 1. All members of the Bargaining Unit will be permitted to keep all uniform allowance monies paid to him for the given calendar year;
 - 2. For anyone hired after January 1, 1990, whose employment is terminated by means other than layoff, that employee shall be permitted to keep the current pro-rated amount (uniform allowance divided by 365) per day that he was employed by the Salem Fire Department for the given calendar year, and the difference shall be withheld from said employee's final paycheck;
 - 3. If an employee is laid off and returns to work within that same calendar year, then no additional uniform allowance need be paid to the employee that year. However, if the employee does not return to work until a subsequent year, then that employee must be paid a uniform allowance pro-rated at the current pro-rate amount for the remainder of the year, and it shall be payable on the day the employee returns to work.
- D. The clothing and manner in which it is to be purchased shall be in accordance with established practices on the Salem Fire Department.
- E. It shall be the responsibility of the Management to furnish the initial issue of three (3) badges (one each for Coat, Shirt, and Cap) and two (2) name bars.
- F. In the event there are changes in the uniform code, there shall be a one (1) year wear-out period for the previous uniform, with said wear-out period commencing no earlier than on the date the next uniform allowance check is issued. Any changes in uniform shall be issued in the form of a policy change directive.
- G. If personal property of a member of the bargaining unit is lost, damaged, or destroyed as a result of actions arising out of the members performance of his/her official duties, the City of Salem shall compensate the member for the property, repair the property, or replace the property, with a limit of two hundred dollars (\$200.00) per occurrence. The member must file a report of the incident within twenty-four (24) hours of the loss, destruction or damage. The report shall contain a description of the property, and explanation of how the property was lost, destroyed or damaged, and an estimated cost of repair and/or replacement. Where practical, the property should be available for inspection.

ARTICLE 13
EDUCATIONAL CERTIFICATE BONUS

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

First Responder	\$12.50
Emergency Medical Technician	\$111.00
Emergency Medical Technician Intermediate	\$113.00
Paramedic	\$116.00

- B. Employees shall be limited to payment of one (1) classification.

ARTICLE 14
OVERTIME

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

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

~~B. Employees may designate that overtime resulting from the following may be paid either monetarily, using the above rates, or in compensatory time at the time and one-half (1 1/2) rate~~

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

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

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

Only compensatory time accumulated and unused within an annual period shall be converted into cash. Said period shall commence on the first day of the pay period which includes November 1, and ends on the last day of the pay period immediately preceding the start of the next's

period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1.

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

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

1. "Hold-Over Pay" shall be paid at the applicable rate of pay for the actual hours worked in excess of his normal shift. Time worked shall always be rounded up to the next one-half (1/2) hour increment, but in no case shall "Hold-Over Pay" be for less than one (1) hour of time.
2. "Call-In Pay" shall be paid to an employee when the employee is called back to work after termination of his/her regular shift, or during his normal off-duty hours. He shall be guaranteed at least three (3) hours pay at the applicable rate. When the call-in time is in excess of three (3) hours, time worked shall always be rounded up to the next one-half (1/2) hour. It shall be noted that, as per past practice, when the job for which the employee was called in is complete, he shall be dismissed from duty.
3. "Witness Time" shall be paid to any member of the bargaining unit who is required to appear in any court of record, including Mayor's Court, outside regular duty hours, as incidental to his duties or City employment. The employee shall receive court pay for all of his time related to that court appearance. There shall be a minimum of three (3) hours pay for any court appearance as described above. When the witness time is in excess of three (3) hours, time worked shall always be rounded up to the next one-half (1/2) hour.
4. "Attendance at Training Seminars or Classes" When an employee is required to attend training seminars or classes during his duty hours, he shall be paid the actual hours spent at said training classes, plus travel time to and from the seminar or class, at the applicable rate; however, time worked shall always be rounded up to the next one-half (1/2) hour.
5. "Fill-In Pay" shall be paid to an employee for any time he is asked to come in from his off duty time to fill in for an absence on a shift so that shift strength can be maintained by Management. There shall be a minimum of one (1) hour fill-in time. When the fill-in time is in excess of one (1) hour, time shall always be rounded up to the next one-half (1/2) hour. Fill-in time shall be distributed by a procedure designated by a majority vote of the membership of Local #283, I.A.F.F., and may be changed only upon expiration of the contract or throughout the term of the

agreement if mutually agreed upon by Local 283 and management. The current procedure is designated as Appendix A in this Agreement.

6. "Walk-In Pay" shall be paid to an employee for any time he comes to the fire station on his own accord, with the knowledge that one or more emergency vehicles is out of the fire station on an emergency call, or for any time he is asked to stay on duty from his off duty time. There shall be a minimum of one (1) hour of pay for this time, with all time worked in excess of one (1) hour to be rounded up to the next one-half (1/2) hour.

ARTICLE 15 PENSION PICK-UP

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

ARTICLE 16 HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE

- A. From the effective date of this agreement through **October 31, 2017**, the City of Salem agrees to provide hospitalization and medical insurance for all members covered by this agreement, with the coverage as outlined in Appendix D of this agreement. ~~Effective January 1, 2012, Appendix D will reflect deductibles for which the employees are responsible in the amounts of \$200 for single coverage and \$400 for family coverage.~~
 1. During the term of this agreement, the City of Salem agrees to pay **eighty-nine percent (89%)** of the cost of the family or single plan and the employee agrees to pay the remaining **eleven percent (11%)** of the family 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 only to set the premium payments. The parties will reopen negotiations prior to July 1 of 2012 and July 1 of 2013 within a minimum of sixty (60) days prior to the expiration of the health plan. November 1, 2015 and November 1, 2016 to establish the premium payments that will be in effect on said dates.** The parties agree that the premiums will not exceed **15%** for the employees during the life of this Agreement. **Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice.** Upon request of the Union, the employees shall meet to negotiate over options.
- B. Deductibles - Effective January 1, 2015, Employees will pay a deductible of **\$200.00 \$250.00 for Single Coverage, and \$400.00 \$500.00 for Family Coverage.**

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

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

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

- D. 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, Appendix E.
- E. 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 F. Each member's amount shall be calculated and deducted per pay.
- F. The City agrees to establish a Health Care Cost Containment Committee. The committee will consist of one member of each of the bargaining units and (4) members from the administration. The committee will meet on a regular scheduled basis with the goal of discussing and attempting to agree upon health care cost containment measures.

- G. From August 1, 2014 to July 31, 2017**, the City agrees to pay up to one hundred (100%) of a gym membership. Provisions are as follows:

Members of the bargaining unit, who wish to join a gym, will pay for a full year's membership up front. The bargaining member may choose to pay for the plan of their choice and the gym of their choice, providing that particular gym will provide the City with a monthly usage report. Once the bargaining member has submitted a receipt to the City, the City will reimburse fifty percent (50%) of the gym membership paid. If the employee (and we are only tracking the employee) goes 52 times in one year, then the City will reimburse the other fifty percent (50%) at the end of membership year.

**Providing we are not accepted into ERC or any other insurance based gym membership program.

ARTICLE 17 GROUP LIFE INSURANCE

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

**ARTICLE 18
VACATION**

- A. Continuous service with the City shall be used for determining vacation entitlement. Any full-time employee of the Salem Fire Department covered by this Agreement shall be entitled to vacation as follows only after said employee has completed one (1) full year of service:
 - Upon completion of 1 year of continuous service: ----- 5 working days
 - Upon completion of 6 years of continuous service: ----- 8 working days
 - Upon completion of 11 years of continuous service: ----- 11 working days
 - Upon completion of 16 years of continuous service: ----- 12 working days
 - Upon completion of 20 years of continuous service: ----- 14 working days
 - Upon completion of 24 years of continuous service: ----- 15 working days
- B. Vacation for all classes of service shall not be cumulative and shall be taken during the year earned, or forfeited, with the exception that any employee may carry over two days (48 hours) of his accumulated vacation to the succeeding year, with the approval of the Fire Chief or designee. Additional carry over time may be granted by the Chief or his designee.
- C. In the case of death of a bargaining unit member, payment for unused vacation time shall be paid by the City within thirty (30) days to: a) the surviving spouse; b) any one or more of the children eighteen (18) years of age or older; or c) the father or mother of the deceased employee, with preference being given in the order named.
- D. For the purpose of maintaining efficient and equitable scheduling of vacations, the following procedure shall prevail:
 - 1. All shift transfers shall be made prior to January 15th of any given year, unless necessitated by rank promotions, or to maintain the smooth operation of the department. Said transfers shall be issued, in writing, to each involved employee, no later than November 15th of the preceding

year.

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

ARTICLE 19 HOLIDAYS

- A. The bargaining unit employees shall receive twelve (12) twenty-four (24) hours days off per calendar year. Five (5) of these days shall compensate for legal holidays of the City of Salem, and seven (7) of these days shall compensate for the mandatory reduction of hours required by the Fair Labor Standards Act. These days shall be credited to each employee on January 1 of each year.
- B. When a new employee is hired, he shall be entitled to a pro-rated number of holidays for the year in which his employment with the City commences. These holidays shall be credited to the newly hired employee on his first day of employment with the City. The following formula shall be used in determining the pro-rated holidays:
- $$[288 \text{ hrs} / 12 \text{ months}] \times \# \text{ of months remaining in year}$$
- C. Said holidays shall be taken so as not to have two (2) bargaining unit members off at

once on any said shift.

- D. Any member of the bargaining unit working on Thanksgiving Day and/or Christmas Day shall be allowed one (1) hour off, with compensation.
- E. Holidays may not be carried over from one year to the next.
- F. Members of the bargaining unit working on Thanksgiving Day and/or Christmas Day shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate of pay for all hours worked on said holiday.

ARTICLE 20 HOURS OF WORK

- A. It is hereby mutually agreed that the work hours and schedule which constitutes a fifty-three (53) hour work week, averaged on an annual basis, will not be changed or altered from the effective date of this Agreement. The Management agrees that for the period of this Agreement, the work schedules in the Salem Fire Department shall be scheduled on the basis of three (3) platoons. Each platoon shall work a twenty-four (24) hour work day, followed by a minimum of forty-eight (48) hours off duty.
- B. In order to achieve an averaged fifty-three (53) hour work week, Management shall grant seven (7) holidays off per man each year to satisfy the hour reduction, as set forth in Article 19 of this Agreement. Said holidays shall be credited to each employee on January 1 of each year.
- C. The past practice of reduced work load shall remain in effect on Sundays and Holidays.

ARTICLE 21 SICK LEAVE

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

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

- D. Each employee shall be permitted to use one (1) ~~day of sick leave~~ personal day per year which is not charged to his/her sick leave or any other accumulated time and shall still receive regular daily pay for the time off. Employees shall give a minimum of forty-eight (48) hours notice prior to using the personal day. The forty-eight (48) hours notice may be waived by the Chief for valid emergency reasons. Union officers or their designee may collectively use up to three (3) additional days of personal leave charged to sick leave or any compensated leave to their credit to conduct union business.
- E. A doctor's certificate shall be required from a bargaining unit member who misses two (2) or more consecutive work days.
1. Before an absence may be charged against accumulated sick leave, the Fire Chief will require such proof of illness, injury, or consultation in the form of a written, signed statement. The City also reserves the right to have the employee examined by a licensed practitioner, in the relevant discipline, selected by the Employer to determine the employee's ability to perform the essential functions of his position. The cost of such examination will be paid by the city.
 2. Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.
 3. The City may also require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty be examined by a licensed practitioner, in the relevant discipline, selected by the Employer. The purpose of such examination is to establish that the employee is able to perform the essential functions of his position and that his return to duty will not jeopardize the health and safety of other employees. The cost of such examination will be paid by the City.
- F. Members of the bargaining unit shall be permitted to convert to cash any or all sick leave accumulated and unused within an annual period. Said period shall commence on the first day of the pay period which includes November 1, and ends on the last day of the pay period immediately preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his desire to convert sick leave no later than the end of the pay period that includes the first day of November. Calculation shall be made by the following formula:

Fifty percent (50%) of the employees accrued unused hours earned during the

period, times his/her hourly rate.

- G. Any member of the bargaining unit, upon severance of employment with the City of Salem, but not including removal for just cause, or any member who is eligible to receive retirement benefits from the Ohio Police and Fire Pension Fund, by reason of age and length of service, shall be entitled to remuneration in cash for any and all sick leave accumulated by said employee at twenty-five percent (25%) of the full amount of the employee's accrued but unused sick leave, up to an accumulated maximum of 1280 hours, and such election shall be deemed to eliminate all of the requested sick leave credit accrued by said member at that time. Bargaining unit members who have over 1,000 hours of accumulated sick leave as of July 01, 1996, shall be grandfathered for the remainder of their employment at a remunerated cash rate of fifty percent (50%) of all unused accumulated sick leave.
- H. Said payment for sick leave credit shall be paid by the Auditor of the City of Salem, who shall compute the number of unused sick leave hours and shall, at the option of the employee, either: 1) within thirty (30) days of such separation, retirement, or death, pay said member (or beneficiary, in the event of the death of the member) an amount determined by the following formula; or 2) upon completion of the proper form (see Appendix H), pay to the employee, in equal annual payments for up to five (5) years, an amount also determined by the following formula:

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

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

ARTICLE 22 DUES CHECK-OFF

- A. Upon receipt of written authorization by the employee, Management shall, pursuant to such authorization, deduct from the wages due said employee each month and

remit to the Union regular monthly dues as fixed by the Union.

- B. The City and the Union agree to comply with the provisions of 4117.09 (C) as it relates to dues check-off.

ARTICLE 23 RETIREMENT

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

ARTICLE 24 GRIEVANCE PROCEDURE

A. **Grievance Proceedings:**

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

STEP 1:

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

STEP 2:

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

STEP 3:

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

B. Arbitration Proceedings:

1. Any grievance not resolved in the foregoing steps of this Grievance Procedure may, with the approval of the Union, be submitted to arbitration. The Arbitrator shall have jurisdiction only to decide grievances involving the

application or interpretation of some expressed term or provision of the Agreement, under the Arbitration Rules of the American Arbitration Association (AAA). The AAA shall act as the administrator of the proceedings. The Union shall request that the AAA submit a panel of seven (7) arbitrators to both parties. Such request must be submitted within seven calendar days after the employee, with the consent of the Union, requests that the grievance be arbitrated. Once the AAA submits the panel of arbitrators, the parties shall utilize the alternate strike method, with the Union striking first name, to select an arbitrator. Each party shall have the right to one time each reject and request another list. The Party requesting a list shall be responsible for the cost of such list.

2. The Arbitrator shall be requested to issue a decision not more than thirty (30) days from the hearing date, and shall be final and binding on all parties, and shall be put into effect within twenty (20) days after receipt of the decision.
3. The cost of the services of the Arbitration and the expenses submitted by the arbitrator related to the arbitration proceedings, shall be borne by the losing party. Should the decision if the arbitrator not affirm the position of either party and represent a “split decision,” the cost of the arbitration shall be equally borne by the parties. However, expenses relating to the calling of the witnesses or obtaining of dispositions or any other expense associated with such proceeding shall be borne by the parties requesting the same. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.
4. Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings, if said proceedings are during the employee’s regular scheduled working hours. The Union and the City agree the representatives and witnesses used in arbitration will be witnesses whose testimony is relevant to the particular matter at issue.
5. The parties hereto agree that the Arbitrator provided for herein may mutually be dispensed with in the event the parties agree on another arbitrator as outlined in Appendix I, the Alternative Method of Selecting an Arbitrator.

ARTICLE 25

SAFETY EQUIPMENT

- A. The City of Salem shall make every effort to be in compliance with all O.S.H.A. safety regulations that apply to the safety of personnel in the Salem Fire Department.
- B. Required safety equipment will be furnished at City expense. Whenever possible, the City will follow the National Fire Prevention Association (NFPA) standards for fire safety equipment.

- C. There shall be, whenever possible, at least one of the following ranked officers of the Salem Fire Department present on all apparatus responding to a “red light and siren” call: a) Chief; b) Captain; C) Lieutenant; d) Inspector.
- D. The highest ranking officer shall be in charge.
- E. Whenever the manpower drops to a level below four (4) men per shift, the officer in charge, with the prior approval of the Chief, shall contact off duty employees of the Fire Department according to established procedures in this contract under Article X, Fill-In Time and Appendix A, to re-establish the shift strength to four (4) men, including the Chief, if on station.

ARTICLE 26 RULES

- A. Management shall supply Local #283 of the I.A.F.F. and each employee covered under this Agreement with his/her own individual, up-to-date copy of the Rules and Regulations of the Salem Fire Department. The Union shall have the right to furnish copies of said Rules and Regulations, or any part thereof, to the Ohio Association of Professional Fire Fighters, the International Association of Fire Fighters, or the representatives thereof.
- B. Management shall supply Local #283 of the I.A.F.F. and each employee covered under this Agreement with is/her own individual, written copy of all directives and changes in the Rules and Regulations of the Salem Fire Department, and new or amended policies within the Salem Fire Department. Enforcement of any changes in policy or departmental rules shall be effective on each employee only after said employee and Local #283 of the I.A.F.F. have received their own individual copy of said changes. The Union shall have the right to furnish copies of the above documents to the Ohio Association of Professional Fire Fighters, the International Association of Fire Fighters, or the representatives thereof.
- C. Changes or additions to Rules and Regulations promulgated by the City shall be furnished to the representative Local #283 of the I.A.F.F. a minimum of thirty (30) days prior to their implementation except in cases of emergency. Upon a written request by the Union to the Safety Director within twenty-one (21) days of receipt by the Union of the changes or additions, the City will meet and discuss with the Union the proposed changes and additions, and will bargain in good faith with the Union over the effects thereof. No rules or regulations shall be in conflict with the terms of this agreement. The Union may grieve the reasonableness, or the reasonableness of the application of, any rule or regulation promulgated by the City.

ARTICLE 27

PERSONAL VEHICLE USE

- A. If the City requires an employee to use his personal vehicle, or the City does not provide a City vehicle for the use of the employee on City business, said employee shall be compensated for mileage at the current City rate.

ARTICLE 28 DUTY INJURY

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the Ohio Bureau of Workers' Compensation Laws and the provisions of the Ohio Police and Fire Disability and Pension Fund.
- B. All employees who are injured, or who are involved in an accident during the course of their employment, shall file an accident report as soon as reasonably possible after the accident or upon discovery of the injury on a form furnished by the Management. No matter how slight the incident, all injuries should be reported to the employee's immediate supervisor. The supervisor shall provide assistance to the employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the employer.
- C. Management shall be furnished with a report of any necessary medical assistance received by the employee as a result of said injury.
- D. The City agrees to provide hospitalization insurance as described in Article 16 for a period of two (2) years maximum, to any member and his/her family while such a member is on Workers' Compensation Leave.
- E. If an employee claimant is scheduled to work on a date when a Workers' Compensation hearing or administrative appeal from a Workers' Compensation decision is scheduled, and he is unable to change the date of his hearing, then the employee shall be released from duty to attend the hearing without loss of pay, and without loss of accumulated sick leave hours.
- F. All such injured employee leave shall not be counted under the provisions of the Family Medical Leave Act.
- G. During injury on leave, the City shall continue to pay all pension premiums as provided for in this agreement for a maximum period of ninety (90) calendar days.

ARTICLE 29 JOB DESCRIPTIONS

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

ARTICLE 30 COURT LEAVE

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

ARTICLE 31 PERSONNEL FILES AND RECORDS

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

inactive and not be considered in subsequent discipline, except discharge from employment.

- C. Each employee shall be entitled to copies of all documents kept within his own personnel record, and shall be provided by the Fire Chief, at no cost to the employee.

ARTICLE 32 OTHER DEDUCTIONS

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

ARTICLE 33 PROMOTIONAL EXAMINATIONS

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

ARTICLE 34 EDUCATIONAL PROGRAM AND REIMBURSEMENT

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

**ARTICLE 35
MILITARY LEAVE**

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

**ARTICLE 36
LABOR-MANAGEMENT COMMITTEE**

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

**ARTICLE 37
FAMILY & MEDICAL LEAVE**

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

ARTICLE 38 TEMPORARY LEAVE

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

ARTICLE 39 DEPARTMENT STAFFING

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

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

(Replaces Memorandum of Understanding dated 9/20/2011)

ARTICLE 40 TERM OF AGREEMENT

- A. This agreement shall be effective from July 1, 2014, through June 30, 2017.
- ~~B. The parties agree that they will re-open negotiations on or about _____ to negotiate the terms of ARTICLE 16 HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE.~~

C. The terms and conditions of agreement are hereby executed by signature on this
7th day of August, 2014.

For the City of Salem, Ohio

For the Salem Firefighters
Local #283, IAFF

/s/John Berlin
John C. Berlin, Mayor

/s/Jeff Olinger
Jeff Olinger

/s/ Betty Brothers
Betty Brothers, Auditor

Ken Vernon

/s/Scott Mason
Scott Mason

APPENDIX A OVERTIME POLICY

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

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

11. Fill in shall not be scheduled more than seventy-two (72) hours in advance.
12. In the event a mistake is made, and an employee is offered overtime out of order, the sole remedy shall be that the next overtime assignment is offered to the employee who was missed.
13. If any member in a six (6) month period uses two (2) un-excused sick leave days, that person shall be skipped on his next opportunity for fill-in. If the fill-in goes through the entire list, the member will then be eligible to work the fill-in. After the member loses one opportunity, he will regain his spot on the fill-in list and his six (6) month period will start again.

APPENDIX B

JOB DESCRIPTIONS

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

APPENDIX B JOB DESCRIPTIONS

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

APPENDIX B JOB DESCRIPTIONS

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

**APPENDIX B
JOB DESCRIPTIONS**

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

APPENDIX C --- PERFORMANCE EVALUATION

Salem Fire Department
Employee Performance Review Form

Employee:

Date:

Attendance Record: Sick Days_____

Performance Rating

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee's work attitude 1 2 3 4

Is personal safety equipment maintained and worn properly?

1 2 3 4

Does the quality of work meet the organization standard?

1 2 3 4

Employee Evaluation Review Form

Supervisor's comments:

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

Signature _____ Date ____ / ____ / ____

Employee's Comments:

I have read and understand the Evaluation Form

Signature _____ Date ____ / ____ / ____

APPENDIX D HOSPITALIZATION BENEFITS HIGHLIGHTS

Your Summary of Benefits



City of Salem
Lumenos Health Savings Accounts Option E1 with Rx Option 9
Effective 08/01/2014

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 Benefits	Network	Non-Network
Deductible The single deductible applies to the Family deductible. Once the single deductible has been satisfied, benefits for that member are payable subject to coinsurance. Once the family deductible has been satisfied, benefits for the family are payable subject to coinsurance.	Single: \$250.00 Family: \$500.00 City of Salem Share Single: \$2,250.00 Family: \$4,500.00	Single: \$5,000 Family: \$10,000
Out-of-Pocket Limit	Single: \$3,500 Family: \$7,000	Single: \$7,000 Family: \$14,000
Physician Home and Office Services · Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%	30%
Preventive Care Services Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No Cost Share	30%
Emergency and Urgent Care · Emergency Room Services @Hospital (facility/other covered services) (copayment waived if admitted) · Urgent Care Center Services	0% 0%	0% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: · Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Inpatient Facility Services Unlimited days except for: · 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) · 100 days Network/Non-Network combined for skilled nursing facility	0%	30%
Outpatient Surgery Hospital / Alternative Care Facility · Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services (including but not limited to): · Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. · Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy) · Durable Medical Equipment, Orthotics, and Prosthetics · Physical Medicine Therapy Day Rehabilitation programs · Ambulance Services	0% 0%	30% 0%

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Your Summary of Benefits



City of Salem
Lumenos Health Savings Accounts Option E1 with Rx Option 9
Effective 08/01/2014

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> · Physician Home and Office Visits · Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> · Physical therapy: 20 visits · Occupational therapy: 20 visits · Manipulation therapy: 12 visits · Speech therapy: 20 visits · Cardiac Rehabilitation: 36 visits · Pulmonary Rehabilitation: 20 visits · Accidental Dental Coverage \$3000 per accident 	0% 0%	30% 30%
Behavioral Health Services: Mental Health and Substance Abuse (1) <ul style="list-style-type: none"> · Inpatient Facility Services · Physician Home and Office Visits · Other Outpatient Services @ Hospital/Alternative Care Facility 	0% 0% 0%	30% 30% 30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> · Acquisition and transplant procedures, harvest and storage. 	0%	30%
Prescription Drugs: <ul style="list-style-type: none"> · Network Retail Pharmacies: (30 day supply) Includes diabetic test strip · Home Delivery (90 day supply) Includes diabetic test strip *4th Tier per script max- 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery. -Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits. - Member may be responsible for additional cost when not selecting the available generic drug.	\$10 / \$35 / \$70 / 25% \$200 max* \$10 / \$88 / \$175 / 25% \$200 max*	50% , min \$70(2) Not Covered

Notes:

- All medical deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum including Network Prescription Drug cost share (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to all covered medical services listed with a percentage (%) coinsurance and copayment, including prescription drug cost shares.
- Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- Network and Non-network deductibles, coinsurance, and out of pocket maximums are separate and do not accumulate towards each other.
- Dependent age: to the end of the month in which the child attains age 26.
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment. No cost share means no deductible/copayment/coinsurance up to the maximum allowable amount.
- Benefit period = Calendar Year
- Behavioral Health: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing - limited to 82 visits/Calendar Year and 164 visits/lifetime.
- Additional vision services covered as part of Preventive Services on series 500 plans.
- Network and non-network deductibles are combined for 500 series plans.
- Hospice: Network copayment/coinsurance up to the maximum allowable amount for 500 series plans.

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APPENDIX E OPTICAL INSURANCE

**CITY OF SALEM
PROPOSED BLUE VIEW VISION PLAN DESIGN**

VISION PLAN BENEFITS

Routine eye exam once every 12 months

Eyeglass frames

Once every 24 months members may select an eyeglass frame and receive an allowance toward the purchase price

Eyeglass lenses (Standard)

Once every 12 months members may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, members may choose to add any of the following lens enhancements at no extra cost.

- o **Transitions** Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

Contact lenses once every 12 months

Instead of eyeglass lenses, an allowance toward the cost of a supply of contact lenses may be chosen.

- o Elective Conventional Lenses; or
- o Elective Disposable Lenses; or
- o Non-Elective Contact Lenses

Contact lens allowance can only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

IN-NETWORK	OUT-OF-NETWORK
\$20 copay, then covered in full	\$42 allowance
\$130 allowance, then 20% off any remaining balance	\$45 allowance
\$20 copay, then covered in full	\$40 allowance
\$20 copay, then covered in full	\$60 allowance
\$20 copay, then covered in full	\$80 allowance
\$0 after eyeglass lens copay	No allowance on lens enhancements when obtained out-of-network
\$0 after eyeglass lens copay	
\$0 after eyeglass lens copay	
\$130 allowance, then 15% off any remaining balance	\$105 allowance
\$130 allowance (no additional discount)	\$105 allowance
Covered in full	\$210 allowance

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS

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

Retinal Imaging	o At member's option can be performed at time of eye exam	Not more than \$39
Eyeglass lens upgrades 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.	o Transitions lenses (Adults)	\$75
	o Standard Polycarbonate (Adults)	\$40
	o Tint (Solid and Gradient)	\$15
	o UV Coating	\$15
	o Progressive Lenses	
	o Standard	\$65
	o Premium Tier 1	\$85
	o Premium Tier 2	\$95
	o Premium Tier 3	\$110
	o Anti-Reflective Coating	
o Standard	\$45	
o Premium Tier 1	\$57	
o Premium Tier 2	\$68	
o Other Add-ons and Services		20% off retail price
Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider	o Complete Pair	40% off retail price
	o Eyeglass materials purchased separately	20% off retail price
Eyewear Accessories	o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Contact lens fit and follow-up Available following a comprehensive eye exam	o Standard contact lens fitting	Up to \$55
	o Premium contact lens fitting	10% off retail price
Conventional Contact Lenses	o Discount applies to materials only	15% off retail price

ADDITIONAL SAVINGS AVAILABLE THROUGH OUR SPECIAL OFFERS PROGRAM

Members can take advantage of savings opportunities from dozens of vendors on a variety of products and services, including LASIK vision surgery, hearing services and aids, wellness products, weight loss programs, fitness memberships, elder care services, 1-800 CONTACTS® and much more.

*Discount cannot be used in conjunction with covered benefits

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APPENDIX F DENTAL INSURANCE



Your group dental benefits

Principal Dental Series II

Dental PPO Network Benefit Design – All Mbrs Network #40601						
THE PRINCIPAL PLAN DENTAL® (Unscheduled Benefit Design)						

	Calendar Year Deductible		Coinsurance (policy pays/insured pays)		Calendar Year Maximum Benefit	
	In - Network	Non - Network	In - Network	Non - Network	In - Network	Non - Network
Unit 1 - Preventive Procedures	\$0	\$0	100/0%	100/0%	\$1,000	\$1,000
Unit 2 - Basic Procedures	\$50	\$50	80/20%	80/20%		
Unit 3 - Major Procedures	\$50	\$50	50/50%	50/50%		

ADDITIONAL BENEFIT RIDERS						
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	Lifetime Deductible		Coinsurance (policy pays/insured pays)		Lifetime Maximum	
	In - Network	Non - Network	In - Network	Non - Network	In - Network	Non - Network
Unit 4-Orthodontia Benefits • Child	\$0	\$0	50/50%	50/50%	\$1,000	\$1,000

- This proposal assumes the group had prior dental coverage for Preventive/Basic/Major/Ortho procedures.
- The family deductible is 3 times the per person deductible amount.
- Combined deductibles apply for Units 2 and 3 in-network and Units 2 and 3 non-network.
- The calendar year maximums for Units 1, 2, and 3 are combined.
- We process claims using prevailing fees at the 90th percentile.
- Minimum of five enrolled lives required for child orthodontia coverage.
- Note: An Annual Enrollment Period was elected and available subject to plan guidelines.

Participation: 100% employee participation assumed.

Reimbursement

- We pay out-of-network claims based on Prevailing Fee.
- Employee is responsible for any remaining balance.

SCHEDULE OF DENTAL PROCEDURES

Unit 1 – Preventive procedures

- Routine exams – one per six months
- Routine cleanings (prophylaxis) - one per six months (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a calendar year.)
- Second Opinion Consultation
- Fluoride treatment – one treatment each calendar year (covered only for dependent children under age 15)
- Space maintainers – covered only for dependent children under age 15; repairs not covered
- Sealants – on first and second permanent molars for dependent children under age 15; one each tooth each 36 months
- X-rays - Bitewing (one set every calendar year), occlusal, periapical
- X-rays – Full mouth survey (one every 60 months), extraoral

Unit 2 – Basic procedures

- Periodontal prophylaxis - if three months have elapsed after active surgical periodontal treatment; subject to routine cleaning frequency limit. (Expectant mothers, diabetics and those with heart disease receive one additional routine or periodontal cleaning within a calendar year.)
- Emergency exams – subject to Routine exam frequency limit
- Harmful Habit Appliance - covered only for dependent children under age 15
- Fillings and stainless steel crowns
- General Anesthesia/IV Sedation
- Simple Oral surgery
- Complex Oral Surgical Procedures
- Non-surgical Periodontics, including scaling and root planing - once each quadrant each 24 months (For expectant mothers, diabetics and those with heart disease, this procedure is provided with no deductible and 100% coinsurance.)
- Periodontal Surgical Procedures – one each quadrant each 36 months
- Simple Endodontics (root canal therapy for anterior teeth)
- Complex Endodontics (root canal therapy for molar teeth)
- Repairs to Partial Denture, Bridge, Crown, Relines, Rebasing, Tissue Conditioning and Adjustment to Bridge/Denture, within policy limitations

Unit 3 – Major procedures

- Crowns - each 120 months per tooth if tooth cannot be restored by a filling
- Inlays, Onlays, Cast Post and Core, Core Buildup - each 120 months per tooth
- Implants - each 120 months
- Bridges - Initial placement / Replacement of bridges 120 months old
- Dentures - Initial placement of complete or partial dentures / Replacement of complete or partial dentures over 60 months old

Orthodontic procedures

- Orthodontic procedures - x-rays and other diagnostic procedures, fixed and removable appliances
- The Orthodontic maximum is a lifetime maximum

VSP ACCESS PROGRAM

For groups with Dental coverage, Principal Life provides a vision discount plan through Vision Service Plan (VSP). The vision program offers employees and their dependents discounts on eye exams, prescription glasses and contact lenses when provided by VSP doctors. **This discount is not insurance and is not part of the dental insurance contract.**

EPIC XYLITOL DENTAL SYSTEM

With dental insurance from Principal Life you have access to discounts on Epic Xylitol dental products – including toothpaste, oral rinse, mints and gums. Xylitol is a natural sweetener that is very effective in preventing tooth decay. Providing discounts to Xylitol is one way Principal Life can provide dental solutions beyond dental insurance. The Epic Xylitol product discount program is not a part of the Principal Life dental insurance contract. This discount program can be changed or discontinued at any time.

COORDINATION OF BENEFITS

As allowed by state law, we coordinate benefits with coverage provided by any other employer, trust, union, association, or educational institution – other than student accident policies, governmental program or state law. Total benefits from all sources cannot exceed 100% of covered charges.

PREVAILING FEE

The prevailing fee is the amount most dental providers in a geographic area charge for treatment or service. We limit covered charges to the least expensive procedure that produces a professionally adequate result.

ELIGIBILITY

Eligible employees include full-time employees actively working at least 30 hours per week. Employees must be enrolled for dental coverage before it can be offered to their dependents. Eligible dependents include the employee's spouse and

APPENDIX G

BASIC GROUP TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT

Group Name: City of Salem Proposal ID: 746000_1_1

Plan Design

Basic Group Term Life, Accidental Death and Dismemberment

Class 1: All Eligible Employees

Eligibility: All Eligible Employees Working 30 Hours Per Week

Benefit Schedule

Feature	Description
Basic Life benefits	
Basic life benefit	\$25,000
Guaranteed issue limit	\$25,000
Living benefit (accelerated death benefit)	75% up to \$250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 6 month elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Not Included
Age reductions	Benefit reduces by 35% at age 65; 50% at age 70. Coverage terminates at retirement.
Employee contribution	Non-contributory
Participation requirement	100% of eligible employees must be enrolled for coverage
Accidental Death and Dismemberment benefits	
AD&D benefit	Same as basic life
Guaranteed issue limit	All amounts are guaranteed issue
Age reductions	Same as basic life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to \$10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to \$15,000 maximum
Repatriation benefit	Up to \$5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of \$5,000 or actual expense. \$40,000 combined maximum for all children.
Coma benefit	1% of AD&D benefit for each full month of coma, up to 12 months or full AD&D benefit
Common carrier benefit	25% of AD&D benefit
General Provisions	
Resource Advisor	Included
Travel Assistance	Included
Special Offers	Included

APPENDIX H
AUTHORIZATION FOR UNION DUES DEDUCTION

Name: _____

Grade: _____

TO THE CITY OF SALEM, OHIO:

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

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

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

DATE: _____

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

WITNESS: _____

APPENDIX I J
ALTERNATIVE METHOD OF SELECTING AN ARBITRATOR

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

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