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Agreement Between

CITY OF SALEM, OHIO

AND

LOCAL #560

UTILITY WORKERS UNION OF AMERICA, AFL-CIO

STATE EMPLOYMENT
RELATIONS BOARD
2012 JAN 19 P 1:48

CONTRACT DURATION

July 01, 2007

Through

June 30, 2014

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ARTICLE I PURPOSE

- A. This Agreement is entered into this 17 day of ~~October, 2007~~11, by and between the City of Salem, Ohio, hereinafter designated as "Management/City/Employer," and Local 560 of the Utility Workers Union of America, AFL-CIO, located in Salem Ohio, and hereinafter designated as the "Union". [Ordinance No. 071006-66]
- B. This Agreement is made for the purpose of promoting harmonious relations between the City and those city employees represented by the Union.

ARTICLE II RECOGNITION

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

ARTICLE III SEPARABILITY

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

ARTICLE IV EMPLOYEES' RIGHTS / EMPLOYER'S RIGHTS

- A. Employees' Rights

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1. It is agreed that any employee within the bargaining unit has the right to join the Union for mutual aid protection and to bargain collectively. In addition to the right to join and participate in the Union, the Employer recognizes the member's right to Union representation in accordance with this Agreement.
2. Seniority shall be established as of the employee's original date of employment with the City of Salem Utilities Department and shall be the total length of his/her continuous service after that date. Seniority shall be used for: a) the purpose of determining layoff and recall rights; b) the purpose for determining promotions (when qualified); c) for any other purpose(s) as expressly stated in this Agreement.
3. Seniority is not to be confused with "continuous service with the City of Salem"; continuous service with the City shall be defined as the uninterrupted service of an employee from his/her original date of employment with the City of Salem, to include and taking into account any consecutive interdepartmental transfers 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 six (6) months and returning from said leave, shall not be considered to have broken continuous service.
4. If it becomes necessary through lack of work or funds to reduce the number of employees in the City of Salem Utilities Department, the employee having the least seniority shall be laid off first. The abolishment or creation of any employee position in the City of Salem Utilities Department shall be in accordance with O.R.C. 124, and the recall, or the filling of vacancies, shall be in accordance with this Agreement.
5. When the Employer determines to fill a vacancy in an existing job or newly created job in the bargaining unit, the Superintendent of Utilities shall post a notice throughout all sections of the department, stating the qualifications and classification of the job, the rates of pay therefore, and other pertinent information. Qualified employees who are interested in applying for the vacancy shall file their applications, in writing, with the Superintendent of the Utilities Department within five (5) working days after the notice is posted. Qualified employees on vacation or sick leave shall be deemed to have applied for the job. The following steps shall be used, in sequence, until the vacant job is filled, provided that said job may be filled temporarily until a final choice is made.
 - a. The vacant job shall be offered to qualified applicants in the same job classification in order of their respective seniority;
 - b. The vacant job shall next be offered to qualified applicants in the same division, then to the remainder of the divisions within the Utilities Department, in order of their seniority;
 - c. If the vacancy or newly created job requires OEPA licensing, and the applicants do not possess such licensing, the City shall be free to fill the vacancy from outside the bargaining unit;
 - d. Any job not filled, as set forth above shall not remain unfilled for more than six (6) months.

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6. An employee shall not have his/her rate changed while temporarily working on a job having a lower rate of pay. However, an employee temporarily working on a job having a higher rate of pay shall be paid the higher rate of pay for all time spent working in such higher paid job.

B. Employer's Rights

1. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement, are subject to collective bargaining between the employer and the exclusive representative, except as otherwise specified in this section.
2. Unless the Employer agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the employer to do the following:
 - a. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate, or hire employees;
 - c. Maintain and improve the efficiency and effectiveness of governmental operations;
 - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Manage the work force effectively;
 - h. Take actions to carry out the mission of Employer as a governmental unit.
3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE V

DUES CHECK-OFF AND FAIR SHARE FEE

- A. Membership in Local 560 shall be voluntary. However, all current, permanent, part-time and full-time regular employees who are in bargaining unit jobs, who are not members, or who drop their membership shall pay a fair share fee, upon completion of their initial probationary period, to Local 560, as authorized by O.R.C. § 4117.
- B. The City shall notify each new employee, at the time of their hire, of their right to join Local 560, or their obligation, as a condition of employment, to pay a fair share fee if they do not join the Union.
- C. Upon receipt of written authorization by the employee, Management shall deduct, from the wages

- due said employee each month, and shall remit to the Union regular monthly dues as fixed by the Union.
- D. The deduction of the fair share fee from earnings of the employee shall be automatic and does not require a written authorization from the employee for payroll deduction.
- E. Payment to Local 560 of fair share fees shall be made in accordance with this Article.
- F. The Secretary-Treasurer of the Union shall certify, both annually and as changes occur, to the City's fiscal officer, the following information:
 - 1. The certified amount of regular dues and fair share fees to be deducted in accordance with Section A of this Article;
 - 2. The membership roster of the Union, from which regular dues shall be deducted;
 - 3. An employee roster, from which the fair share fee shall be deducted.
- G. It is specifically agreed that Management assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Management harmless from any claims, actions, or proceedings by any employee arising from deductions made by Management hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE VI PERSONNEL FILES AND RECORDS

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

ARTICLE VII GRIEVANCE PROCEDURE

- A. **Grievance Proceedings**
 - 1. A grievance is a complaint, dispute, or other controversy in which it is claimed that either party has failed in an obligation under the terms of this Agreement and which involves the meaning, interpretation or application of this Agreement.
 - 2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Grievance Procedure or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention of representation of the Union.

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3. If the Management fails, at any step of this procedure, to communicate the decision on a grievance within the specified time limit, then the employee may file an appeal at the next step of this procedure. Any grievance not advanced, by the employee, from one step to the next step within the time limits of that step, shall be considered dismissed.
4. The written grievance shall state the specified Article and paragraph of this Agreement alleged to have been violated, a brief set of facts, and the relief requested.
5. The steps of the Grievance Procedure are as follows.

Step 1:

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

Step 2:

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

B. Arbitration Proceedings

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

such proceedings shall be borne by the parties requesting the same

- 4. Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings, if said proceedings are during the employee's regular scheduled working hours. The Union and the City agree that the representatives and witnesses used in arbitration shall be witnesses whose testimony is relevant to the particular matter at issue.
- 5. The parties hereto agree that the Arbitrator provided for herein may be dispensed within the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties, and responsibilities as previously provided for herein.

ARTICLE VIII HOURS OF WORK

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

ARTICLE IX SAFETY

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

ARTICLE X PERSONAL VEHICLE USE

- A. If the City requests and the employee agrees to use his/her personal vehicle, or the City does not provide a City vehicle for the use of the employee on City business, said employee shall be compensated for mileage as established by City of Salem current Personnel Policy Manual. [2007].
- B. It is agreed that, in the event other City employees are granted, by ordinance, a higher rate, then the bargaining unit members shall be included.
- C. Employees of the City of Salem, including the Salem Utilities Department employees, are insured if they are using city-owned vehicles as long as they are licensed drivers and

are using the vehicle with permission of the Superintendent of Utilities.

ARTICLE XI WAGES

- A. The hourly wages for the employees of the City of Salem Utilities Department covered by this Agreement for the period July 1, 2007 2011, through June 30, 2010 2014, shall be as set forth below, and shall be retroactive to July 1, 2011:
- B. During the terms of this agreement, should the City of Salem, Ohio voluntarily enter into and sign a Contractual Agreement, with any bargaining unit recognized by the City of Salem, which in effect grants a wage increase that exceeds the seven and one-half (7.5%) percent wage increase found in the terms of this three (3) years Agreement ~~or exceeds the \$525.00 lump sum signing bonus payment granted the Local # 560 in the contract year of July 01, 2010 through June 30, 2011, the same amount above \$525.00 shall be granted the Utilities Workers Union of America, AFL-CIO Local # 560 [2010];~~ such increases in wages of that bargaining unit shall be averaged over the period of that contract [in years] and the averaged annual wage increase shall be granted to each member of the Utilities Workers Union of America, AFL-CIO, Local No. 560 the effective date of the referenced contract and each succeeding anniversary date [July 01] of this Utilities Workers Union of America, AFL-CIO, Local No. 560 Contract.

No wage increase imposed by an Arbitrator, Fact Finder or Conciliator on the City of Salem, Ohio, which effects the wages of any other bargaining unit recognized by the City, shall be considered to fall within the parameters of this provision, nor shall it constitute any wage increase being due to any member of the Utilities Workers Union of America, AFL-CIO, Local No., 560. [2007]

LOCAL NO. 560 WAGE RATE 07/01/2007 2011 TO 06/30/2010 2014

UTILITIES OFFICE PERSONNEL	CURRENT RATE 2007 2010	EFFECTIVE 07/01/07 11 2.00% 4%	EFFECTIVE 07/01/08 12 2.00% 3%	EFFECTIVE 07/01/09 13 2.00% 3%
Senior Clerk (Less than 10 years employment)	\$13.8441 \$14.9086	\$14.1902 \$15.5049	\$14.5450 \$15.9700	\$14.9086 \$16.4491
Senior Clerk (More than 10 years employment)	\$14.5586 \$15.6780	\$14.9226 \$16.3051	\$15.2956 \$16.7942	\$15.6780 \$17.2981
Junior Clerk (1* 6 months) Probation Period	\$11.2382 \$12.1023	\$11.5192 \$12.5863	\$11.8071 \$12.9639	\$12.1023 \$13.3529
Junior Clerk (After 6 months probation)	\$12.3524 \$13.3022	\$12.6612 \$13.8342	\$12.9977 \$14.2493	\$13.3022 \$14.6767
Junior Clerk (More than 10 years)	\$12.8287 \$13.8151	\$13.1494 \$14.3677	\$13.4782 \$14.7987	\$13.8151 \$15.2426
WATER* & WASTEWATER* TREATMENT PLANT(S)				
Chief Operator Class III	\$18.9309 \$20.3865	\$19.4042 \$21.2019	\$19.8893 \$21.8380	\$20.3865 \$22.4931
Chief Operator Class IV	\$19.1181 \$20.5881	\$19.5961 \$21.4116	\$20.0860 \$22.0539	\$20.5881 \$22.7155
Class I (1* 6 months) Probation Period	\$13.8827 \$14.9501	\$14.2298 \$15.5481	\$14.5855 \$16.0145	\$14.9501 \$16.4949

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Class I (After 6 months probation)	\$16.5315 \$17.8026	\$16.9448 \$18.5147	\$17.3684 \$19.0701	\$17.8026 \$19.6422
Class II (1 st 6 months) Probation Period	\$14.4631 \$15.5752	\$14.8247 \$16.1982	\$15.1953 \$16.6841	\$15.5752 \$17.1846
Class II (After 6 months probation)	\$17.2463 \$18.5724	\$17.6775 \$19.3152	\$18.1194 \$19.8947	\$18.5724 \$20.4915
Class III (1 st 6 months) Probation Period	\$15.5165 \$16.7096	\$15.9044 \$17.3779	\$16.3020 \$17.8993	\$16.7096 \$18.4363
Class III (After 6 months probation)	\$18.5204 \$19.9444	\$18.9834 \$20.7421	\$19.4580 \$21.3644	\$19.9444 \$22.0053
Non-License Certified (1 st 6 months) Probation Period	\$13.1193 \$14.1281	\$13.4473 \$14.6932	\$13.7835 \$15.1340	\$14.1281 \$15.5880
Non-License Certified (After 6 months Probation)	\$15.6301 \$16.8319	\$16.0209 \$17.5051	\$16.4214 \$18.0303	\$16.8319 \$18.5712
WATER* DISTRIBUTION & WASTEWATER* COLLECTION DIVISIONS				
Asst. Foreman (1 st 6 months) Probation Period	\$14.8904 \$16.4967	\$15.4127 \$17.1565	\$15.9480 \$17.6712	\$16.4967 \$18.2014
Asst. Foreman (After 6 months probation)	\$17.7590 \$19.5858	\$18.3530* \$20.3692*	\$18.9618* \$20.9803*	\$19.5858* \$21.6097*
Meter Repair Person (1 st 6 months) Probation Period	\$13.3330 \$14.3582	\$13.6663 \$14.9325	\$14.0080 \$15.3805	\$14.3582 \$15.8419
Meter Repair Person (After 6 months probation)	\$15.8789 \$17.0998	\$16.2759 \$17.7837	\$16.6828 \$18.3173	\$17.0998 \$18.8668
Meter Reader (1 st 6 months) Probation Period	\$12.5389 \$13.5030	\$12.8524 \$14.0431	\$13.1737 \$14.4644	\$13.5030 \$14.8983
Meter Reader (Next 12 months)	\$14.9467 \$16.0960	\$15.3204 \$16.7398	\$15.7034 \$17.2420	\$16.0960 \$17.7592
Meter Reader (After 18 months)	\$15.6301 \$16.8319	\$16.0209 \$17.5051	\$16.4214 \$18.0303	\$16.8319 \$18.5712
Utility Worker (1 st 6 months) Probation Period	\$13.1193 \$14.1281	\$13.4473 \$14.6932	\$13.7835 \$15.1340	\$14.1281 \$15.5880
Utility Worker (After 6 months probation)	\$15.6301 \$16.8319	\$16.0209 \$17.5051	\$16.4214 \$18.0303	\$16.8319 \$18.5712
Utility Worker, Class I (1 st 6 months) Probation Period	\$13.8827 \$14.9501	\$14.2298 \$15.5481	\$14.5855 \$16.0145	\$14.9501 \$16.4949
Utility Worker, Class I (After 6 months probation)	\$16.5315 \$17.8026	\$16.9448 \$18.5147	\$17.3684 \$19.0701	\$17.8026 \$19.6422
Utility Worker, Class II (1 st 6 months) Probation Period	\$14.4631 \$15.5752	\$14.8247 \$16.1982	\$15.1953 \$16.6841	\$15.5752 \$17.1846
Utility Worker, Class II (After 6 months probation)	\$17.2463 \$18.5724	\$17.6775 \$19.3152	\$18.1194 \$19.8947	\$18.5724 \$20.4915

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*The Assistant Foreman's shall receive a \$0.15 per hour increase in each year, 2007, 2008, 2009 before the 2.5% rate adjustment. Any employee working in these jobs and holding a Class I, II, or III Water Supply/Treatment/Distribution or Wastewater Treatment/Collection shall be paid at the appropriate certification rate.

PART - TIME / TEMPORARY				
Clerk	\$8.3370	\$8.5454	\$8.7591	\$8.9780
	\$8.9780	\$9.3371	\$9.6172	\$9.9057
Laborer	\$8.7799	\$8.9994	\$9.2244	\$9.4550
	\$9.4550	\$9.8332	\$10.1281	\$10.4320

- C. All Utility Department employees shall serve a six (6) month probationary period, after which they shall be paid at the non-probationary rate. Also, any employee who has already served a probationary period and who transfers from one division to another within the Utilities Department shall continue to be paid at the non-probationary rate.

- D. Upon completion of five (5) years of continuous employment with the Utilities Department, the hourly wage of each employee covered by this Agreement, as set forth above, shall be increased \$0.15 per hour. Said increase shall be separate and apart from longevity pay.

- E. Part-time and/or temporary employees are defined as employees who work less than 1,872 hours per calendar year or thirty (36) hours per work week. In the event that a part-time and/or temporary employee works more than thirty-six (36) hours per week, he/she shall be paid the appropriate starting rate immediately above the rate he/she is being paid for all hours in excess of thirty-six (36) hours. In the event that a part-time and/or temporary employee works more than 1,872 hours in a calendar year, the City shall perform the following, in consecutive order:
 - 1. Post a notice, in accordance with Article IV, Section A5 of this Agreement, allowing existing full-time employees to apply for such job;
 - 2. Post a notice, in accordance with Article IV, Section A5 of this Agreement, to fill any job openings created by the application of Item I above, and so on, until all existing full-time employees have had an opportunity to apply for open job positions;
 - 3. Award the senior qualified full-time employees to open positions;
 - 4. In the event that no qualified full-time employee applies for the open position, award the full-time position to the part-time and/or temporary employee who has worked more than 1,872 hours in the calendar year.

- F. Employees who hold an Ohio EPA-mandated Laboratory Certificate at the Water Treatment Plant shall be paid an additional \$0.15 per hour for each such certificate held, so long as the laboratory maintains certification. Up to two (2) additional Wastewater employees holding laboratory certificates, not presently mandated by the Ohio EPA, may be granted this additional \$0.15 per hour. Operational laboratory certificates are excluded.

- G. The City shall continue the present practice of biweekly payroll, payable on Fridays, except that payroll checks shall be made available, at 1600 hours on the Thursday preceding the Friday payday, to the employees who do not work the day shift. No payroll checks shall be cashed by any employee prior to the date contained on said check.

- H. Any employee involuntarily transferred to a position not requiring a Class III Operator license shall be grandfathered at the Class III Operator's pay rate.
- I. ~~City agrees to a twelve hundred (\$1,200.00) dollar signing bonus paid as follows:~~
 - 1. ~~Four Hundred Dollars (\$400.00) payable within thirty (30) days of the signing of this Agreement.~~
 - 2. ~~Four Hundred Dollars (\$400.00) payable July 01, 2008.~~
 - 3. ~~Four Hundred Dollars (\$400.00) payable July 01, 2009. (2007)~~

ARTICLE XII LONGEVITY

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

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

B. Payment shall begin immediately upon the employee's anniversary date.

ARTICLE XIII OVERTIME

A. Members of the bargaining unit shall receive overtime pay at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked or in active pay status in excess of forty (40) hours in any week, or eight (8) hours in any work day.

B. The regular hourly rate of pay for all employees covered by this Agreement shall be calculated as follows:
 Hourly Base Wage + Hourly Longevity Pay + Hourly Certificate Pay + Hourly Continuous Employment Beyond 5 Years Pay + College Degree Bonus + Shift Payment Differential if applicable.

- C. Employees may designate that overtime resulting from the following may be paid either monetarily, using the above rates, or in compensatory time off in accordance with O.R.C. 124.18; however, compensatory time shall not exceed twenty-four (24) hours.
 - 1. "Hold-Over Pay" shall be paid at the rate and in the manner set forth above for the actual hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week. Hold-over times shall always be rounded up to the next one-half (1/2) hour increment, but in no case shall "Hold-Over Pay" be for less than (1) hour of time.
 - 2. "Stand-By Pay" shall be paid, at the rate and in the manner set forth above. Each employee covered by this Agreement shall receive a minimum of three (3) hours for

stand-by duty for each week worked on a rotating schedule.

3. "Call-In Pay" shall be paid to an employee when the employee is called back to work after termination of his/her regular shift, or during his/her normal off duty hours. Any employee called back to work as set forth herein shall be guaranteed at least three (3) hours' work or three (3) hours' pay at one and one-half (1 ½) times their hourly rate. When the job for which the employee was called-in is completed, he/she shall then be dismissed from duty.
4. "Witness Time" shall be paid to any member of the bargaining unit who is required to appear in any court of record, including Mayor's Court, outside regular work hours, as incidental to his/her duties or City employment. The employee shall receive court pay for all of his/her time related to that court appearance. Such pay shall be at the rate and the manner as set forth above. There shall be a minimum of three (3) hours' pay for any court appearance as described herein.
5. "Attendance at Training Seminars or Classes." When an employee is required to attend training seminars or classes during his/her off-duty hours, he/she shall be paid the actual hours spent at any training seminar or class, plus travel time to and from said seminar or class, at the rate and manner as set forth above.
6. "Fill-In Pay" shall be paid to an employee, at the rate and in the manner set forth above, for any time he/she is asked to come in from his/her off-duty time to fill in for an absence. There will be a minimum of one (1) hour fill-in time. When the fill-in time is in excess of one (1) hour, time shall always be rounded up to the next one-half (½) hour.

ARTICLE XIV HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Personal Day
Independence Day	Personal Day

- B. For employees whose regular schedule does not include Saturday and Sunday:
1. Should any holiday fall on a Sunday, the following Monday shall be considered the holiday.
 2. Should any holiday fall on a Saturday, the preceding Friday shall be considered the holiday.
- C. For employees whose regular schedule does include Saturday and Sunday:
1. Should any holiday fall on an employee's second scheduled day off, the employee's next scheduled work day shall be the holiday.

2. Should any holiday fall on an employee's first scheduled day off, the employee's preceding scheduled work day shall be the holiday.
 3. Regular, full-time City employees, as listed in Appendix A, shall receive their regular hourly rate of pay for the holiday set forth herein, whether or not such holidays are worked, according to the requirements set forth in this section.
 4. Department heads shall, at their own discretion, determine which, if any, employees shall perform work on the holidays set forth in this section.
 5. Those employees who are required to work on such holidays shall receive a day off for each holiday worked.
 6. Except as otherwise specified in this section, such day off granted by the Department head shall be a day that would otherwise be a working day for the employee.
 7. The day off, to be determined by the Department head, shall be such that normal efficiency of the department is maintained.
 8. Such day off shall be granted to the employee with no loss of pay.
- D. For employees whose regular schedule does include Saturday and Sunday:
1. All holidays shall be observed on their actual date.
 2. An employee who is scheduled to work an official holiday shall receive his/her regular holiday pay plus one and one-half (1 ½) times his/her normal rate for the hours worked during that holiday.
- E. For part-time and/or temporary employees:
1. Holiday pay shall be at the employee's regular, daily, part-time rate.
- F. An employee, to qualify for a holiday or a day off in lieu of a holiday, must:
1. Have performed thirty (30) turns of work since his/her last date of hire prior to the holiday; and
 2. Have performed work in the week in which the holiday falls; and
 3. Have worked his/her scheduled work day next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- G. Personal holidays shall be scheduled at least fifteen (15) days in advance and shall require the approval of the Department head.
- H. A maximum of twenty-four (24) holiday hours may be carried over to the next calendar year and shall be paid at the rate at which they were earned. If said hours are then not used by December 31 of that year, they shall be paid at the rate which they were earned.

ARTICLE XV WORK CLOTHING

- A. Each employee covered by this Agreement shall receive Three Hundred Dollars (\$300.00) per year for the purchase or replacement of safety shoes or boots, overshoes, hip boots, rain wear, coveralls, and gloves. Such payments shall be made only to those members of the bargaining unit requiring said equipment on their job and shall be made on or before March 1st of each year.
- B. Newly hired employees shall receive, upon completion for their probationary period a pro-rated share of said allowance for the period of time between the date of hire and the end of the year.
- C. Effective July 1, 1996, the clothing allowance is included in the base pay listed in Article XI of this agreement. The article is to remain intact throughout the term of this Agreement.

ARTICLE XVI VACATION

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

Completion of 1 year of service*	10 work days
Completion of 7 years of service	15 work days
Completion of 12 years of service	20 work days
Completion of 20 years of service	25 work days
- * This vacation shall be taken after the employee's anniversary date, providing there is sufficient time left in the year and the work load allows the Department head to grant the time off. If there is insufficient time left in the year, or the work load does not permit the employee the time off, the employee may take the vacation in the next calendar year. Thereafter, the calendar years shall be the qualifying year when incremental vacation increases are granted. Following the anniversary date of the employee's last hiring, and/ in the calendar year in which the incremental vacation increase is available, such incremental increase shall be given.
- D. Vacations may be taken in increments of one (1), two (2), three (3), four (4) or five (5) weeks, as determined by the Department head, and in keeping with the necessity for maintaining the efficiency of the department.
- E. Employees, as determined by the Department head, and in keeping with the necessity for maintaining the efficiency of the department are entitled to take five (5) days of their earned vacation off in increments of one (1) day or as approved by Supervisor.
- F. When a holiday occurs during the vacation period of an employee, he/she shall be given an additional day off.

- G. Vacation pay shall be based on the employee's normal rate of pay at the time said vacation is taken.
- H. There must be at least one (1) month between vacations taken for different years, except that, at the discretion of the Department head, an employee may carry over one (1) week of vacation from one year to another, and such vacation may be taken with less than one (1) month between different years.
- I. If any employee of the City gives written notice to the City Treasurer, at least two (2) weeks in advance, of his/her intention to take a vacation, the City shall pay, to the employee a maximum of two (2) weeks vacation pay in advance. However, such payment shall not exceed the vacation pay to which the employee is entitled for his/her length of service.
- J. When calculating service time for vacation purposes, a break in service time caused by the City shall not count against the employee. This provision is retroactive to April 10, 1981.
- K. Each employee, with four (4) or more weeks of earned vacation time, shall, with the approval of the Utilities Superintendent, have the option to work one (1) or two (2) weeks of such vacation and to receive one (1) and or two (2) weeks vacation pay in addition to normal earnings.
- L. Part-time and/or temporary employees shall be entitled to vacation days as follows:
 - 1) More than ten (10) but less than twenty (20) hours per week: twenty -five percent (25%) of full-time at their pro-rata daily pay;
 - 2) More than nineteen (19) but less than thirty (30) hours per week; fifty percent (50%) of full-time at their pro-rata daily pay;
 - 3) More than twenty-nine (29) hours: one hundred percent (100%) of full-time at their pro-rata daily pay.
- M. The City shall pay, to the spouse of an employee who dies, any accrued but unused vacation benefit to his/her credit at the time of death. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the estate.

ARTICLE XVII SICK LEAVE

- A. Each employee covered by this Agreement shall be entitled to sick leave, with pay, of 0.06 hour for each hour of service.
- B. Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, or for illness, injury, or death in the employee's immediate family. Immediate family shall be defined and construed to mean an employee's spouse, parents, children, grandparents, spouse's grandparents, sibling, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis). Time off for doctor or dental appointments for employees shall be charged to sick leave.
- C. The responsible administrative officer shall require the employee to furnish a satisfactory affidavit that his/her absence was due to any of the causes mentioned above. The responsible administrative

officer shall further require that, in the event of three (3) consecutive scheduled work days of absence due to illness, there shall be a certification by a competent medical authority.

- D. Unused sick leave shall be cumulative.
- E. City will allow one (1) additional day paid per year provided an employee used no sick leave during a calendar year. The day pay shall be paid by January 30th of the year immediately following.

ARTICLE XVIII DUTY INJURY

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the current City of Salem Personnel Policy Manual or [2007] the Ohio Worker's Compensation Law.
- B. All employees, who are injured, or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by Management. No matter how slight the incident, all injuries should be reported to the employee's immediate supervisor. The supervisor shall provide assistance to the employees in filling out all necessary forms, when requested. The employee shall be furnished a copy of any and all accident reports filed by the employer.
- C. Management shall be furnished with a report of any necessary medical assistance received by the employee as a result of said injury.
- D. The City agrees to provide hospitalization insurance, as described in Article XIX, for a maximum of two (2) years, to a member and his/her family while such member is on Worker's Compensation leave.
- E. If any employee is scheduled to work on a date when a Worker's Compensation hearing or administrative appeal from a Worker's Compensation decision is scheduled, and he/she is unable to change the date of the hearing, then the employee shall be released from duty to attend the hearing without loss of pay and without loss of accumulated sick leave hours.

ARTICLE XIX HOSPITALIZATION, VISION, AND DENTAL COVERAGE

- A. The City of Salem agrees to provide hospital and medical insurance for all members covered by this agreement, with no less coverage than currently in force by the City of Salem.
- B. The City and the bargaining unit shall mutually agree on any changes to health care plans and to confer on levels of coverage and the cost of employees and employer. It is expressly understood that the selection of a carrier or other method of provision of health coverage shall be at the sole discretion of the Employer.
- C. Each member of the bargaining unit agrees to fund ~~seven percent (7%) of the hospitalization coverage premium~~ **eleven percent (11%) of the premium of family or single plans**, on the effective date of this agreement. **The City of Salem agrees to pay eighty-nine percent (89%) of the cost of the family or single plan. The parties will re-open the contract on the subject of health insurance in or about May of 2012 to set the health insurance premiums for July 1, 2012. The parties will re-open the contract on the subject of health insurance in or about May**

CITY OF SALEM, OHIO **SALEM UTILITY WORKERS**
2011 COLLECTIVE BARGAINING AGREEMENT

of 2013 to set the health insurance premiums for July 1, 2013. The parties agree that the employee premium contribution will not exceed 15% for the life of this Agreement.

- D. **Deductibles** – Effective January 1, 2012, Employees will pay a deductible of \$200 for Single Coverage, and \$400 for Family Coverage.
- G. E For part-time and/or temporary employees, the City shall contribute toward the monthly premium for the following amounts based on hours usually worked weekly:
 - 1. More than ten (10) but less than twenty (20) hours: twenty five percent (25%) of the premium.
 - 2. More than nineteen (19) but less than thirty (30): fifty percent (50%) of the premium.
 - 3. More than twenty-nine (29): one hundred percent (100%) of the premium.
- G. F. The City shall pay up to thirty dollars (\$30.00) per month toward Dental Coverage with coverage comparable to the plan specified in Appendix B. Each member's amount shall be calculated and deducted per pay.
- D. G. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage equal or comparable to the Vision Plan, Plan B. as Appendix C.

ARTICLE XX GROUP LIFE INSURANCE

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

ARTICLE XXI RETIREMENT OR SEPARATION

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

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

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

ARTICLE XXII OTHER DEDUCTIONS

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

ARTICLE XXIII RETIREMENT PICKUP

- ~~A. The city will pay one hundred percent (100%) of the employee's eight and one-half (8.5%) contribution to his/her pension fund. Said funds are to be credited to the individual member's account in the same manner as if the funds had been withheld from the member directly.~~
- A. Until July 1, of 2013 the City will pay a portion of the employee's contribution to his pension fund. Said funds are to be credited to the individual member's account in the same manner as if the funds had been withheld from the member directly.

Effective July 1, 2011, employees will pay 5% of their pension contribution.

Effective July 1, 2012, employees will pay 7½ % of their pension contribution.

Effective July 1, 2013, employees will pay the full 10% of their pension contribution.

ARTICLE XXIV BACKFLOW VALVE(S) CERTIFICATION COMPENSATION

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

ARTICLE XXV TRAINING AND EDUCATION (CONTINUED EDUCATION)

Operation Certificate Renewal - [Ohio Administration Code (OAC) 3745-7, 3745-15(C)]

A committee made up of two (2) from Management of the Salem Utilities Department and two (2) members selected from Local No. 560 of the Utilities Workers Union of America, AFL-CIO, located in Salem, Ohio shall investigate and supply information to the Superintendent of Utilities, City of Salem about the availability of, and type of courses available, including the cost of the courses which are Director approved for continued education training courses that will allow for the earning of Contact Hours of Ohio Environmental Protection Agency (OHIO EPA) certified water and waste-water treatment, water distribution, and wastewater collection certified operators.

The committee shall also serve as a review committee to review costs to be submitted by the operators for

reimbursement by the Salem Utilities Department [2007] when acquiring Contact Hours to retain their Operating Certificate.

Upon approval of an available course, management's scheduling of the operator's time off from work to take the course and management's approval of the cost of the course, the Salem Utilities Department shall:

- a. Pay for the course directly if the course provided will accept a purchase order arrangement with the City of Salem; otherwise the operator shall pay the cost of the approved course, the cost of which will be reimbursed by the Utilities Department upon completion of the course.
- b. Provide a vehicle for transportation to and from the Contact Hours Course location.
- c. Reimburse expenses up to seventy five dollars (\$75.00) for overnight accommodations for two (2) day Contact Hours Course.
- d. Reimburse expenses up to thirty (\$30.00) per day for meals the day of the Contact Hour Course.
- e. Pay for the operator's time during which the operator is traveling to and from the course and during the course shall not exceed eight (8) hours per day.

The operator shall be responsible to verify to the Superintendent of Utilities that he/she has successfully completed the Contact Hours Course and that all expenses to be reimbursed are receipted from a valid establishment before expenses will be approved for payment.

ARTICLE XXVI SHIFT DIFFERENTIAL

A shift differential rate of \$0.22 [2007] per hour shall be paid all operators whose scheduled shifts are between 1600 hours and 0800 hours provided that one-half (½) of the shift worked is between 1600 hours and 0800 hours. If one-half for the operator's regular shift is between 1600 hours and 0800 hours, the operator will receive \$0.22 [2007] per hour shift differential pay for the full shift worked. "Call-in Pay" shall be excluded.

ARTICLE XXVII COLLEGE DEGREE BONUS

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

- a. An employee who has received an Associate Degree from a bonafide college, university, or post secondary accreditation institutions shall receive a bonus of \$0.06 per hour.
- b. Any employee who has received a Bachelor Degree from a bonafide college, university, or post secondary accreditation institutions shall receive a bonus of \$0.12 per hour.

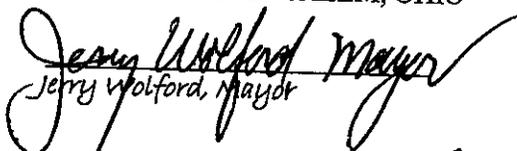
ARTICLE XXVIII NO STRIKE - NO LOCK OUT

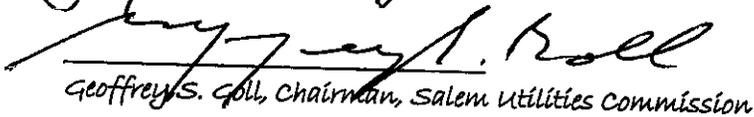
- A.. Local No. 560, Utilities Workers Union of America, AFL-CIO, Salem, Ohio its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walkout, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.
- B. Local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

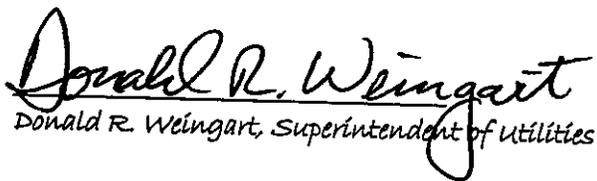
ARTICLE XXIX TERM OF AGREEMENT

- A. This Agreement shall be effective from July 1, 2007~~11~~, through June 30, 2014~~14~~, unless extended by mutual agreement.
- B. The parties agree to re-open negotiations in or about May of 2012 to negotiate the provisions of Article XIX, Hospitalization and Medical Insurance with an effective date of July 1, 2012. The parties agree to re-open negotiations in or about May of 2013 to negotiate the provisions of Article XIX, Hospitalization and Medical Insurance with an effective date of July 1, 2013.
- C. The terms and conditions of Agreement are hereby executed by signature on this the 22 Day of NOVEMBER, 2011.

FOR THE CITY OF SALEM, OHIO


Jerry Wolford, Mayor


Geoffrey S. Goll, Chairman, Salem Utilities Commission


Donald R. Weingart, Superintendent of Utilities

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


Robert M. Hiltbrand, President Local No. 560

FOR THE UTILITY WORKERS UNION OF AMERICA, AFL-CIO


Robert Fronck, National Representative

APPENDIX A PERSONNEL COVERED

Utilities Office Personnel:

- Senior Clerk
- Junior Clerk(s)

Water Treatment Plant:

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

Wastewater Treatment Plant:

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

Distribution Division:

- Assistant Foreman
- Meter Repair Person
- Meter Reader
- Utility Worker(s)

Part-Time and/or Temporary Personnel:

- Physical Laborers
- Clerk(s)

APPENDIX B

DENTAL RIDER

Features of Your Dental Plan

DIAGNOSTIC & PREVENTIVE SERVICES:	\$50 DEDUCTIBLE PER PERSON PER CALENDAR YEAR (LIMIT OF 3 DEDUCTIBLES PER FAMILY)		\$50 CALENDAR YEAR DEDUCTIBLE
@ 100% Rate of Benefit ! Deductible Waiver ! Oral Exams ! Teeth Cleaning ! Sealants ! X-rays ! Emergency Exams	BASIC SERVICES ..80/20 Coinsurance ..Root Canal ..Periodontal Treatment ..Tooth Extractions ..Oral Surgery	MAJOR SERVICES ..50/50 Coinsurance ..Gold Inlays ..Installation and Repair of: -Bridgework -Crowns -Dentures	ORTHODONTIA (OPTIONAL) ..50/50 Coinsurance ..Orthodontic Extractions ..Full or Partial Bands ..Appliances
\$1000 PER PERSON PER CALENDAR YEAR MAXIMUM			\$1000 LIFETIME MAXIMUM

APPENDIX C OPTICAL INSURANCE

Vision Service Plan
 400 E Town St
 Columbus, OH 43215
 (614) 224-7709

**FULLY INSURED RATES
 100% EMPLOYER PAID**

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

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

VISION CARE MATERIALS

<u>Lenses</u>	<u>Member Doctor Benefit</u>	<u>Non-Member Doctor Benefit</u>
Single Vision	Covered in full	Up to \$25.00
Bifocal	Covered in full	Up to \$40.00
Trifocal	Covered in full	Up to \$55.00
Lenticular	Covered in full	Up to \$80.00

Available once every 12 months.

<u>Frames</u>	Covered up to plan Allowance	Up to \$45.00
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Available once every 24 months.

- Lenses and frames include such professional services as are necessary, which shall include:
- \$ Prescribing and ordering proper lenses;
 - \$ Assisting in the selection of frames;
 - \$ Verifying the accuracy of the finished lenses;
 - \$ Proper fitting and adjustment of frames;
 - \$ Subsequent adjustment to frames to maintain comfort and efficiency;
 - \$ Progress or follow-up work as necessary.

EXHIBIT A

**VISION SERVICE PLAN
 SCHEDULE OF BENEFITS
 PLAN B**

GENERAL

This schedule lists the vision care services and vision care materials to which Covered Persons of Vision Service Plan ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. Vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Certificate to which it is attached.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayment as stated below. When Plan Benefits are received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the column below less any applicable Copayment.

PLAN BENEFITS

**MEMBER DOCTOR
 BENEFIT**

**NON-MEMBER
 BENEFIT**

VISION CARE SERVICES

Vision Examination	Covered in Full	Up to \$35.00
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Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular vision examinations once every 12 months.

CONTACT LENSES

Contact lenses are available every 12 months in lieu of all other lens and frame benefits available herein. When Contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames again for 24 months.

Visually Necessary—When Visually Necessary contact lenses are obtained from a Member Doctor, they will be covered in full with prior authorization from VSP. When Visually Necessary contact lenses are obtained from a Non-Member Provider, VSP will provide an allowance toward the cost as outlined below. Coverage for Visually Necessary contact lenses regardless of whether they are obtained from a Member Doctor or Non-Member Provider are subject to review and authorization from VSP's Optometric Consultants.

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
BENEFIT**

Professional Fees and
Materials—Covered in Full *

Professional Fees and
Materials—Up to \$210.00*

Elective—Contact lenses for other than Visually Necessary circumstances:

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
BENEFIT**

Professional Fees** and
Materials—Covered up to
Plan Allowance

Professional Fees and
Materials—Up to \$105.00

* Subject to Copayment

** Additional discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting

COPAYMENT

The benefits described herein are available to each Covered Person from any participating Member Doctor at no cost to the Covered Person. The Covered Person must follow the proper procedures by obtaining Benefit Authorization.

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered; if materials (lenses and frames) are provided, there shall be an additional \$20.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses and is subject to prior approval by VSP consultants.

	<u>MEMBER DOCTOR</u> <u>BENEFIT</u>	<u>NON-MEMBER</u> <u>BENEFIT</u>
Supplementary Testing	Covered in full	*
Complete low vision analysis and diagnosis which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.		
Supplementary Care	75% of cost	*
Subsequent low vision therapy as Visually Necessary or Appropriate.		
Copayment	75% of the authorized benefits payable by VSP and 25% payable by Covered Person.	
Benefit Maximum	The maximum benefit available is \$1000.00 (excluding copayment) every two years.	

***NON-MEMBER BENEFIT**

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% copayment feature.

ADDITIONAL DISCOUNT

Each Covered Person shall be entitled to receive a discount toward the purchases of additional complete pairs of proscription glasses (lenses, lens options, and frames) from a Member Doctor. Additionally, each Covered Person shall be entitled to receive a discount off the Member Doctor's professional fees for contact lenses. Contact lens materials are provided at the doctor's usual and customary charges. Discounts are applied to the Member Doctor's usual and customary fees for such services and are available within twelve (12) months of the covered eye examination from the Member Doctor who provided the covered eye examination.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When a Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses, and the Covered Person will pay the additional costs for the options.

1. Blended lenses.
2. Contact lenses (except as noted elsewhere herein).
3. Oversize lenses.
4. Photochromic lenses; tinted lenses except Pink #1 and Pink #2.
5. Progressive multifocal lenses.
6. The coating of the lens or lenses.
7. The laminating of the lens or lenses.
8. A frame that costs more than the Plan allowance.
9. Certain limitations on low vision care.
10. Cosmetic lenses.
11. Optional cosmetic processes.
12. UV (ultraviolet) protected lenses.

NOT COVERED

There is no benefit for professional services or materials connected with:

4. Orthoptics or vision training and any associated supplemental testing; plano lenses (less than +38 diopter power); or two pairs of glasses in lieu of bifocals;
5. Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;
6. Medical or surgical treatment of the eyes;
7. Any eye examination, or any corrective eyewear, required by an employer as a condition of employment;
8. Corrective vision treatment of an experimental nature such as, but not limited to, RK and PRK surgery.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP'S OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.