



**AGREEMENT BETWEEN
THE CITY OF NORTON
And
NORTON PROFESSIONAL
FIREFIGHTERS LOCAL 4219**

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K29831
07/19/2013

**FULL-TIME FIREFIGHTERS
FULL-TIME FIREMEDICS**

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EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2014

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of Norton hereinafter referred to as the "Employer", and the NORTON PROFESSIONAL FIREFIGHTERS LOCAL 4219 hereinafter referred to as "the UNION."

ARTICLE 2
PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) To promote fair and reasonable working conditions; (3) To promote individual efficiency and service to the City of Norton; (4) To avoid interruption or interference with the efficient operation of the Employer's business; and (5) To provide for the adjustment of matters of mutual interest by means of amicable discussion.

Section 2. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

Section 3. In order to assist researchers changes made by the parties for this January 1, 2013 through December 31, 2014 Successor Collective Bargaining Agreement are in bold type.

ARTICLE 3
RECOGNITION

Section 1. The Employer agrees that it has and will recognize the Local 4219 as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for all full-time employees on the Norton Fire Department, including probationary employees, in the following Bargaining Unit: (a) Full-Time Firefighters and Full-Time Fire-Medics. The Employer and Local 4219 agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

Section 2. The Employer will furnish Local 4219 with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 4
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by Local 4219 and the regular monthly Union dues from the wages of those Employees signing authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Norton Fire Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

Section 5. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

Section 6. All members of the Bargaining Unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in Local 4219, or (2) pay a service fee to Local 4219 in an amount not to exceed the annual dues for membership in Local 4219, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

Section 7. In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction."

ARTICLE 5
EMPLOYEE RIGHTS

Section 1. An employee has the right to the presence and advice of a Union representative at all disciplinary interrogations and the right to cross-examination of witnesses.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operation necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 5. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7. With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation, this is determined, the formal written notice will be prepared and delivered to the employee.

Section 8. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action unless consent is first obtained from the employee.

Section 9. All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 10. Records of disciplinary action that are more than two (2) years old shall, upon written request of the employee, be removed from his or her personnel file and be expunged for the purposes of consideration in regard to future discipline. The Parties agree the Employer shall retain records as necessary in order to comply with the Ohio Public Records Law(s).

Section 11. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation.

Section 12. There shall be no press release regarding the employee under investigation by either party until the investigation is completed and the employee is either cleared or charged.

Section 13. When an employee suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.

Section 14. An employee who has been charged with a violation of Departmental Rules and Regulations shall upon request be provided the opportunity to inspect and copy transcript, recordings, written statements and any other material as a condition to its use at a hearing on such charge.

Section 15. No hearing which may result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least three (3) working days prior thereto.

Section 16. Any statement obtained in the course of internal investigation through the use of administrative pressures, threats or promises made to the employee shall not be used in any subsequent criminal court action.

Section 17. When an employee is to be interviewed in an investigation of any other member of the Fire Department, such interview shall be conducted in accordance with the procedure established herein. No employee shall be ordered to complete a "confidential" in regard to another Bargaining Unit member, prior to an investigatory interview.

Section 18. If the rights of an employee who is under investigation as provided herein have been violated, the violation of procedure shall be subject to the grievance procedure.

Section 19. The City shall not require an employee to submit to drug testing, or alcohol testing except for reasonable suspicion. Such reasonable suspicion must be based upon specific observation(s).

Section 20. Any testing shall be conducted for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances will the results of any psychological, drug or alcohol testing be released to any third party without a subpoena.

Section 21. Any alternate testing undertaken by employees within three (3) days of a positive test will be considered for any disciplinary purposes. The City shall pay the expenses related to the second test.

Section 22. An employee refusing to undergo the required testing shall be subject to discharge.

Section 23. Any discipline which shall result from a positive test shall be processed through the disciplinary procedure in this contract and shall include a first abuse rehabilitation program.

Section 24. When completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 25. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all tests and confirmatory tests shall be paid by the City.

Section 26. For the purpose of implementing the provisions of this Article, each Bargaining Unit member shall execute medical releases in order for the City to obtain the results of the examinations/drug-screen testing provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug-screening and/or alcohol test results. No other medical finding may be released without the express written permission of the employee.

ARTICLE 6 **MANAGEMENT RIGHTS**

Section 1. Except as agreed to otherwise in this Agreement, the Employer retains the rights to:

- a. Determine matters of inherent managerial policy, including the functions and programs of the Employer, standard 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 the governmental operation;
- 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. Determine the overall mission of the Employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit.

The Union recognizes that all of the above-enumerated rights are reserved to management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of this Agreement.

ARTICLE 7
CORRECTIVE ACTION

Section 1. Employees Covered by Procedure.

This procedure shall apply to all non-probationary Bargaining Unit employees.

Section 2. Just Cause.

Discipline, including reprimands, shall be imposed only for just cause.

Section 3. Suspension Pending Investigation.

An employee may be suspended with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 4. Notice of Pending Disciplinary Action.

The specific(s) for which discipline is being considered and/or imposed shall be specified in writing in the Notice of Discipline to the employee. The Notice shall contain a reference to dates, times and places if possible. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Discipline shall be served on the employee a minimum of three (3) working days prior to the pre-disciplinary hearing. Said Notice shall be accompanied by a written statement that includes:

- a. The date and time of the pre-disciplinary meeting;
- b. The employee has a right to object by filing a grievance within seven (7) working days of receipt of the Notice of Pending Disciplinary Action;
- c. The grievance procedure provides a hearing by an independent Arbitrator as its final step; and,
- d. The employee is entitled to representation as provided in Section 5 (a).

Section 5. Rights During Disciplinary Actions.

Employees have the following rights when involved in discipline:

- a. **Representation**- An employee shall be entitled to representation by a Union representative or an attorney, at the employee's expense, at any time after the employee receives the Notice of Pending Disciplinary Action. If the employee chooses to decline Union representation, the employee shall execute a "Waiver of Representative" form found at Appendix A of the Agreement and the Employer shall forward such form to the Union. The Union shall retain the request to be present at any disciplinary hearing notwithstanding a "Waiver of Representation" form.
- b. **Criminal Investigation**- If an employee is questioned as a suspect in any investigation of a known pending criminal charge, such employee shall be advised of the appropriate constitutional rights prior to questioning.

- c. **Recording Devices**- No recording device, stenographic or other record shall be used during questioning unless the employee is advised in advance. If the questioning is recorded, the employee may request a transcript.

Section 6. Employee's Response.

If an employee receives the Notice provided in Section 4 above, such employee shall have five (5) working days to respond to such allegations if the employee so chooses. The employee may waive this right to respond, in writing.

Section 7. Notice of Disciplinary Action.

Upon the conclusion of the meeting, if the Employer believes that just cause exists, discipline shall be imposed. The affected employee shall be notified in writing of the discipline. The employee may file a grievance at Step 2 of the grievance procedure within seven (7) working days following the date the employee receive the Notice of Disciplinary Action. Nothing contained herein shall prohibit the Employer and the employee from mutually agreeing to informally meet to attempt to resolve the issue during the seven (7) day period described herein. A suspension without pay and/or termination of an employee shall only be imposed concurrent with or subsequent to the Employer's decision at Step 2 of the grievance procedure.

Section 8. Resignation.

An employee may resign at any time following the receipt of the Notice of Pending Disciplinary Action provided in Section 4 above. Any such resignation will be processed in accordance with the Employer's Rules and Regulations, and the employee's employment shall be terminated.

Section 9. Failure to Appeal.

Failure to file a Step 2 grievance within the above time limit shall be construed as an agreement to the disciplinary action by the affected employees and the Union. All subsequent appeal rights shall be deemed waived.

Section 10. Settlement.

A disciplinary matter may be settled at any time. The terms of the settlement shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 11. Civilian Complaints.

Complaints of a non-criminal nature which is made about an employee, either orally or in writing, shall be handled by the Supervisor, or his designee within thirty (30) days of such complaint. Failure to comply within the prescribed time will cause the complaint to be null and void. If the complaint against the employee is unfounded or if he is found innocent at a formal or informal hearing nothing will be placed in the employee's personnel file. Anything pertaining to the complaint that is already in the employee's file shall be removed.

Section 12. Records of Discipline.

Records of disciplinary action shall cease to have force and effect to be considered in future disciplinary matters after a twenty-four (24) month period.

ARTICLE 8
ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives before leaving an assignment pursuant to this Section, the representation must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

Section 2. A Union member shall be granted leave of absence from scheduled work for Union activities requiring travel to another area, but such time off shall be without pay and shall be granted upon thirty (30) days notice to the Fire Chief and Administrative Officer. Said union leave of absence shall be limited to an annual aggregate of seven (7) days for the Bargaining Unit.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Grievant - The "grievant" shall be defined as any employee, group of employees within the Bargaining Unit or the Union.
- c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

Section 3. The following procedure shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the term of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- f. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.

- h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All Grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify the Fire Chief of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and a Union representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Administrative Officer or his designee within ten (10) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Administrative Officer or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The Administrative Officer or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 10 **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. The grievant shall, within ten (10) working days request the Federal Mediation and Conciliation Service to submit a panel of (7) arbitrators from which the parties shall make the selection. The party requesting arbitration shall strike first, thereafter the parties shall strike alternating and the remaining name shall be the designated Arbitrator.

Section 2. The Arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 4. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. A request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 5. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 6. The parties acknowledge that pursuant to 4117.10(A), this Agreement provides for the final and binding arbitration of grievances. Therefore, the Employer, and Bargaining Unit Employees are subject solely to this grievance and arbitration procedure and the State Personnel Board of Review or the Civil Service Commission have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance and final and binding arbitration procedure.

ARTICLE 11 **NON-DISCRIMINATION**

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, handicap, age or sex.

Section 2. Local 4219 expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 12 **GENDER AND PLURAL**

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 13
SAFETY AND HEALTH

Section 1. The Employer agrees to maintain safe working conditions, facilities, vehicles and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe condition or practice to their immediate supervisor, in writing. Should conditions still exist after such notification, the employee shall submit their reports in writing to the Fire Chief for consideration. If said condition remains unchanged, it shall be directed to the grievance procedures as provided by this Agreement.

Section 2. **Clothing and Equipment**

- a. The Employer shall furnish and maintain at no cost to the employee all respirator apparatus, gloves, helmets, protective clothing and other protective clothing equipment necessary to reasonably protect and preserve the health and safety of firefighters.
- b. All fire-fighting helmets and liners, turnout coats, boots, hoods, bunker pants, gloves, and self-contained breathing apparatus (SCBA) shall meet the existing standards that provide the proper level of employee protection according to NFPA Standards.
- c. The Fire Department personnel who have been trained and certified by the manufacturer or applicable Federal Agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus. In the alternative, maintenance and repairs will be performed by qualified outside contractors.
- d. City equipment and materials assigned to an employee shall be used with care and economy, and shall be used only for City purposes. City vehicles shall be used only for City business. Wanton wastage or misuse of City resources shall constitute cause for disciplinary action.

Section 3. The Employer agrees to incur all reasonable costs for vaccinations, testing, oral medications and/or inoculations deemed necessary by the City of Norton Fire Department Medical Advisor not covered by the Health and Medical Benefits Plan then in effect or by Workers' Compensation. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 4. The Employer agrees to provide on each fire engine or tanker a box containing dressings and bandages necessary to allow employees to treat minor cuts, burns and abrasion when and EMS vehicle and crew are not immediately available.

ARTICLE 14
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinate to any present and future Federal, State and Local laws, along with any applicable State or Federal Agency's Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 15
DUTY HOURS

Section 1.

Work Week: The normal "work week" for all employees shall be defined as consisting of forty (40) hours in a week starting Saturday at midnight and running through the following Friday at midnight.

Tour of Duty of Shift: A "tour of duty" or "shift" for all members of the Bargaining Unit shall be defined as the normal eight (8) hour period of time which said member is normally scheduled to work.

Day: A "day" as utilized in this Agreement shall be defined as that time span beginning with the employee's regularly scheduled tour of duty and ending twenty-four (24) hours later.

Open Shift: An "open shift" shall consist of a shift where there is no one scheduled to work or by reason of vacation, sick leave, compensatory days or any other reason there is an opening on a regularly scheduled shift.

Section 2. The shift bidding process may be renewed every six (6) months commencing January 15, 2004.

Section 3. The Employer agrees to schedule bargaining unit members so they have two or more consecutive days off.

Section 4. The Parties recognize that during the term of this Agreement funding levels to the Norton Fire Department may change. Should any change in funding occur that would effect the optimum utilization of Fire Fighter Duty Hours, the parties agree to meet, confer and negotiate a resolution.

ARTICLE 16
OVERTIME PAY AND COURT TIME

Section 1. All employees, for work performed in excess of forty (40) hours per week shall be compensated, at the employee's election, at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all overtime, including travel time, or Compensatory time subject to the limits below. The parties agree that the maximum amount of educational training not required by Employer for which overtime will be paid in any one year is thirty-two (32) hours.

Section 2. Employees appearing in court on behalf of the Employer shall be paid a minimum of three (3) hours. At the beginning of the fourth (4th) hour the employee shall be paid at one and one-half (1-1/2) times his regular hourly rate.

Section 3. Employees called in by the Fire Chief or Shift Commander or by predetermined alarm list shall receive a minimum of one (1) hour overtime at one and one-half (1 ½) times the employee's regular hourly rate for call-in pay. (Predetermined alarms shall be all calls, or reported structure fires).

Section 4. As far as possible, overtime shall be equitably distributed among all members of the Bargaining Unit. An overtime list shall be posted each pay period showing the number of hours worked by each employee. Except in emergency situations, when overtime is to be offered to members of the Bargaining Unit, the employee with the least number of overtime hours worked shall be called first, and the employee in charge of assigning overtime shall continue down the list until all members of the Bargaining Unit have been called. If an employee is called for overtime and refuses, that employee shall be charged as if he or she actually worked the eight (8) hours of overtime. Employees shall be offered overtime if on paid leave in the same manner as if not on paid leave, except that no employee shall be offered overtime if on sick leave or injury leave.

Section 5. Employees shall have the right to accumulate compensatory time in lieu of overtime pay up to a maximum of **one hundred (100)** hours of accumulated compensatory time. Use of compensatory time shall be at the Chief's discretion and must not result in the payment of overtime. Compensatory time is defined as time off with pay in lieu of contractual overtime pay.

Section 6. The Employer is only obligated to pay overtime for those hours worked over forty (40) hours in a given pay period as currently observed by the City's finance officer (00:01 hours Saturday through 24:00 hours Friday).

Section 7. Overtime caused by a shift change requested by the employee is not applicable to overtime payment to that employee.

ARTICLE 17
HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Day After Thanksgiving
President's Day	Christmas Day
Memorial Day	Columbus Day
Independence Day	Martin Luther King Day
Labor Day	Christmas Eve
Thanksgiving Day	

Section 2. Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

Section 3. Each employee is granted one day's pay in addition to his regular earnings from each of the holidays set forth in Section 1 to be paid on December 1 of each year.

Section 4. Each employee is granted an equal number of hours that said employee worked on the Holidays established in Section 1 as compensatory time up to eight (8) days, and said compensatory time shall be taken within one (1) year of the date earned. Effective January 1, 2005, this number shall be increased to all eleven (11) holidays.

ARTICLE 18
VACATIONS

Section 1. Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service:</u>	<u>Hours:</u>
After One Year (1)	80 hours
After Five Years (5)	120 hours
After Ten Years (10)	160 hours
After Fifteen Years (15)	200 hours
After Twenty Years (20)	240 hours

Section 2. Earned vacation shall be credited at the end of each month in accordance with the above schedule and existing policy, provided the employee is employed by the Employer at that time. There shall be no proration of vacation time.

Section 3. An Employee who has earned vacation time by reason of being employed in the Fire Department shall be able to transfer his vacation time to another department within the City of Norton, should he/she elect such a transfer.

Section 4. Employees shall forfeit their right to take and be paid for any vacation to their credit which is in excess of the accrual for one year. Such excess leave shall be eliminated from the employee's leave balance.

Section 5. Employees shall have the opportunity to schedule vacations, by seniority, prior to April 1 of each calendar year. Vacations scheduled after April 1 of each calendar year shall be first come first served.

Section 6. Upon separation from City service, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully and unused vacation leave to his credit.

Section 7. An employee shall be deemed to have completed an additional year of service on the anniversary date of their employment, adjusted to reflect any periods during which vacation was not accrued in accordance with the above sections. The hours of vacation refers to the number of hours or week/days that an employee may take as vacation in the calendar year in which they will have completed the specified number years of service

ARTICLE 19 **SICK LEAVE**

Section 1. Sick leave shall be defined as an absence with pay necessitated by:

- 1) illness or injury to the employee;
- 2) exposure by the employee to contagious disease communicable to other employees; or
- 3) serious illness, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of one and one quarter (1-1/4) days per month and may accumulate sick leave to an unlimited amount.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor 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.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. Before an absence of more than two (2) days may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer.

Section 6. If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 7. The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return on duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 8. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined only to include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and step relatives as included in Article 20 Section 2.

Section 9. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department within the City of Norton.

Section 10. Upon retirement, death or resignation of a full-time employee who has not less than ten (10) years of continuous service with the employer, such employee or his estate, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement, death or resignation, multiplied by a maximum of 120 days of unused accumulated sick leave upon retirement, death or resignation.

ARTICLE 20 **FUNERAL LEAVE**

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, which shall be defined as husband, wife, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandchild, grandparents of the employees, grandparents of spouse of employee or any relative who resides for an extended period of time in the home of the employee.

Section 2. Step-fathers, step-mothers, step-brothers, step-sisters and step-children shall be included under Section 1 above, provided the employee actually attends the funeral or equivalent service.

Section 3. In the event of the death of a member of the employee's immediate household the employee may extend his/her funeral leave by 3 days, utilizing sick leave, without the necessity of medical verification.

ARTICLE 21
INJURY LEAVE

Section 1. When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed one (1) year, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits as determined by law) he would ordinarily receive as his weekly compensation for the weeks he receives benefits under this Article. This injury leave shall be paid at one hundred percent (100%) for the first six (6) months and eighty percent (80%) for the second six (6) months, if necessary.

Section 2. If at the end of this one (1) year period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for up to two (2) ninety (90) day periods at 80%.

Section 3. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

ARTICLE 22
JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 23
SPECIAL LEAVE

Section 1. In addition to leave authorized heretofore, the appointing authority may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days of any calendar year. The appointing authority may authorize special leave of absence without pay for any period or periods not to exceed three (3) months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the employee and City service, urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business or serving on a jury.

ARTICLE 24

SENIORITY AND PROBATIONARY PERIOD

Section 1. Seniority shall be the date of the Employee's appointment to the Fire Department as a full-time employee. The total length of continuous service after that date shall be used for the purpose of layoff and recall rights, vacation scheduling preference, and eligibility to take promotional examinations in the Department. Where more than one (1) employee has been appointed on the same date, then seniority shall be determined in accordance with their respective positions on the original appointment list.

Section 2. An employee's seniority shall terminate whenever one of the following occurs:

- A) Discharge or removal from the Bargaining Unit for just cause;
- B) Retirement;
- C) Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- D) Failure to return to work at the expiration of leave of absence; and,
- E) A resignation.

Section 3. Should an individual become re-employed full-time with the City of Norton Fire Department after the termination of his/her seniority under Section 2 above, his/her seniority date shall be the date of his/her subsequent re-employment.

Section 4. Probationary Period. There shall be a probationary period of one (1) year for newly hired full-time employees of the City of Norton Fire Department. The Union recognizes and agrees with the right of Management to hire, discharge with due cause and discipline an Employee during the probationary period without interference from the Union. However, it is imperative an employee, especially a new employee, understands their relationship to the Employer and understands the rights, privileges and benefits to which they are entitled. Therefore, the Probationary Employee shall be covered by all Articles of this Agreement excepting those Articles that are in conflict with the provisions of the probationary period.

ARTICLE 25 LONGEVITY

Section 1. Bargaining Unit employees shall be entitled to receive a single lump sum longevity allowance payable as of the first pay in December, based on their completed service with the City of Norton. Completed service shall be defined as the employee's completed service on December 1 of the applicable year.

Section 2. Longevity allowance shall be based on the following schedules:

LONGEVITY PAY

Seniority Completed	But Less Than	Amount
5	6	\$352.00
6	7	\$387.00
7	8	\$422.00
8	9	\$457.00
9	10	\$492.00
10	11	\$527.00
11	12	\$562.00
12	13	\$598.00
13	14	\$633.00
14	15	\$668.00
15	16	\$738.00
16	17	\$808.00
17	18	\$879.00
18	19	\$949.00
19	20	\$1019.00
20 plus		\$1,171.00

ARTICLE 26
COMPENSATION

Section 1. Effective **January 1, 2013 through December 31, 2014**, Firefighters/Fire-Medics shall be entitled to the following hourly wage compensation (with payment of wage increase effective January 1, 2013 being made in a retroactive check:

	<u>07/01/2012</u>	<u>01/05/2013</u>	<u>07/06/2013</u>	<u>01/04/2014</u>
<u>CLASSIFICATION</u>	1% GWI	1.0 % GWI	0.5 % GWI	1.0 % GWI
FIRE/MEDIC 1st Year	\$21.23	21.44	21.55	21.77
FIRE/MEDIC 2nd Year	\$24.63	24.88	25.00	25.25
FIRE/MEDIC 3rd Year	\$26.34	26.60	26.73	27.00
FIRE/MEDIC 4th Year	\$29.94	30.24	30.39	30.69

ARTICLE 27
TRAINING

Section 1. The Employer shall avail to all employees the training required to maintain certification. This section shall apply to currently required certifications and any future additional requirements.

Section 2. An employee shall be compensated for such training at their overtime rate of pay or one and one-half (1 ½) hours of compensatory time for each hour of training when said training is not during the employee's regularly scheduled tour of duty. The Compensatory Time limits within Article 16 shall apply to Training overtime.

Section 3. An employee instructing other members of the Norton Fire Department at training sessions approved and scheduled by the Fire Chief shall do so, at no additional cost. Said Employee/Instructor teaching a class during his regularly scheduled tour of duty, shall receive no premium pay for instruction time.

Section 4. If said employee/instructor is teaching class outside of his/her regular shift, he/she will be compensated at his/her overtime rate for those hours spent in class and for necessary preparation time at the discretion of the Fire Chief.

ARTICLE 28
EDUCATIONAL ASSISTANCE

Section 1. When a course of study at an educational institution is job related and pre-approved in writing by the Fire Chief and the Administrative Officer, the following reimbursement schedule shall apply subsequent to the employee's completion of such course:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	100%
C	75%
D or less	0%

Reimbursement shall include tuition, required expenses, and required text. Documentation shall be provided including receipts and grade verification when reimbursement is requested. Maximum reimbursement under this Article shall be at the rate of tuition costs at the University of Akron or Kent State University.

Section 2. The employee must pay back the amount reimbursed pursuant to Section 1, if his/her employment with the Employer is separated for any reason, within one (1) year of course completion.

ARTICLE 29
UNIFORM ALLOWANCE

Section 1. A new employee shall be entitled to receive a pro-rated amount of clothing allowance during his first calendar year of service with the City beginning with his starting date month if hired on or before the 15th of a month or the month following his hiring, if hired after the 15th of the month. Any amount not expended during the first calendar year shall be credited to the employee's next calendar year's allowance.

Section 2. All non-probationary Firefighters and Fire-Medics shall receive an annual uniform allowance payable prior to February 10 of each year. Said allowances shall be paid according to the following scale:

<u>Effective Date:</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Firefighters/Fire-Medics	\$1050	\$1300	\$1300

Section 3. If a Fire Fighter should terminate or retire from employment with the Employer, the Employer shall deduct from such employee's final paycheck or any funds due the employee a sum equal to:

$$\frac{\$1300 \times \text{the number of full months remaining in the year}}{12}$$

12

Section 4. Any taxes incurred in regard to the Uniform Allowance shall be the Employee's responsibility.

ARTICLE 30
INSURANCE

Section 1. The Employer will provide Local #4219 Bargaining Unit members with a Health Insurance Plan that is equal to the City of Norton's Health Insurance Plan. Said plan shall be equal in all aspects to the plan under the OPBA Police and Dispatcher Agreement. Additionally, during the term of this Agreement the Employer will continue to contribute \$56.00 per month per employee in order to cover the premium for AFSCME CARE Dental III plan. **Effective January 1, 2013, Bargaining Unit Members shall contribute One Hundred Twenty-Five dollars (\$125.00) per month to this monthly health insurance premiums. Additionally, if total projected annual premium costs to the Employer for all of the Employer's employees exceeds or will exceed \$800,000.00 on or after January 1, 2014, then the Employer shall be permitted to reopen this Agreement solely for the purpose of discussing with the Union additional contributions or changes to the benefits provided by that health insurance.**

Section 2. The Employer will provide and pay the full premium on behalf of each employee, for optical vision care, equal to that coverage which each employee is presently receiving.

Section 3. The Employer will provide and pay effective 30 days after the contract is executed, for full-time employees, the full premium for a life insurance policy in the amount of forty Thousand Dollars (\$40,000.00).

Section 4. The City has the right to implement a generic and/or mail order drug program to effectuate the cost savings for the City. Current mail order provisions provide for up to a 90 day supply with a payment of two deductibles.

Section 5. The Employer agrees to provide a benefit for the Bargaining Unit member only for corrective eye surgery (i.e. laser surgery). This benefit is a one-time cost per employee up to \$2,000

ARTICLE 31 **WORK RULES**

Section 1. The Union recognizes the Employer's right to establish work rules, policies or procedures necessary to ensure the efficient operation of the Fire Department. The Employer agrees that all work rules, policies or procedures shall be applied uniformly to all employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2. Any new work rules, policies or procedures shall be reduced to writing and submitted to the Union at least ten (10) days prior to implementation. The Employer will meet with representatives of the Union, upon request, to negotiate the effects of any proposed work rules, policies or procedures upon Bargaining Unit employees. Such work rules, policies or procedures will be posted on departmental bulletin boards prior to their implementation.

Section 3. The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, immediately following the implementation of any such

work rule, policy or procedure, the Employer will meet with representatives upon request, and pursuant to the provisions of Section 2 herein.

Section 4. In the event that disputes regarding the reasonableness of any newly implemented work rule, policy or procedure arise, such disputes shall be subject to final resolution through the grievance and arbitration procedure contained in this Agreement.

ARTICLE 32
LABOR/MANAGEMENT COMMITTEE

Section 1. There shall be created a joint committee composed of two members from the City (the Fire Chief and the Administrative Officer) and two members of the Bargaining Unit who shall meet informally as necessary to discuss and make recommendations regarding matters related to the working conditions of Bargaining Unit members. These working conditions may be related to, but are not limited to, policies, procedures and equipment in the department. Members of the committee will attempt to resolve any problems informally.

ARTICLE 33
MISCELLANEOUS

Section 1. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of a claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment.

Section 2. Employees shall be permitted to maintain a residence in accordance with existing ordinances at the time of the execution of this Agreement.

Section 3. Local 4219 will be allowed one (1) locked bulletin board per Station for official Union notices. The Union will be the sole holder of the key to the board.

ARTICLE 34
LAYOFFS

Section 1. Members of the Bargaining Unit may be laid off only for lack of work or lack of funds.

Section 2. Should a layoff occur, that layoff shall be conducted in accordance with departmental seniority.

Section 3. A member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

ARTICLE 35
RETENTION OF BENEFITS

Section 1. All of the Employer's ordinances, rules, regulations, resolutions, benefits and practices, etc. shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, rules, regulations, resolutions, benefits and practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances, rules, regulations, resolutions, benefits and practices, etc.

ARTICLE 36
SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

ARTICLE 37
DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and Norton Professional Firefighters Local 4219 and shall become effective upon execution. This Agreement shall remain in full force and effect until December 31, 2014.

ARTICLE 38
EXECUTION

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2013



**SuperMed Plus Multiple Option 100
Plan**



Base Plan	MOP 100
Network Benefit Period Deductible Single/Family	None
Non-Network Benefit Period Deductible Single/Family	\$250/\$500
Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	None
Non-Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	\$1,500/\$3000
Office Visit (OV) Co-pay Network/Non- Network	-Primary Care Physician (PCP) \$15 / \$15 -Specialist \$30 / \$30
Urgent Care (UC) Co-pay Network/Non- Network	\$35 / \$35
Coinsurance Network/Non-Network	100% / 70%
Lifetime Maximum	\$5,000,000

Benefits	PPC Network	Non PPC Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent, 25 Student; Removal upon End of the Month	
Physician/Office Services		
Office Visit (Illness/Injury)	OV co-pay, then 100%	OV co-pay, then coinsurance
Urgent Care Office Visit	UC co-pay, then 100%	UC co-pay, then coinsurance
All Immunizations	100%	50% after deductible
Preventive Services		
Routine Physical Exam	OV co-pay, then 100%	50% after deductible
Well Child Care Services, Well Child Exams & Immunizations are limited to a \$1,000 maximum per benefit period.		
Well Child Care Exams	OV co-pay, then 100%	coinsurance after deductible
Well Child Immunizations	100%	
Well Child Labs	100%	
Routine Mammogram (one per benefit period)	100%	coinsurance after deductible
Routine Pap Test (one per benefit period)	100%	coinsurance after deductible
Routine PSA, Cholesterol, Colon Cancer Screening Tests, Bone Density Tests, Chlamydia Screening and Endoscopic Services	100%	coinsurance after deductible
Routine EKG, Chest X-ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (one each per benefit period)	100%	coinsurance after deductible
Outpatient Services		
Allergy Testing and Treatments	coinsurance after deductible	50% after deductible
Physical & Occupational Therapies (40 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Speech Therapy (20 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Cardiac Rehabilitation (24 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Emergency Use of an Emergency Room	\$250 co-pay, then network coinsurance	
Non-Emergency Use of an Emergency Room	\$250 co-pay, then coinsurance	\$250 co-pay, then coinsurance
Emergency Services	network coinsurance	
Surgical Services	coinsurance after deductible	coinsurance after deductible
Diagnostic Services (excluding MRI's and CT Scans)	100%	coinsurance after deductible
MRI's and CT Scans	coinsurance after deductible	coinsurance after deductible

LA025 10/2002



Healthcare Consortium, Inc.

SuperMed Plus Multiple Option 100 Plan



Benefits	100%	
	PPO Network	coinsurance after deductible
Diagnostic Endoscopic Services		
Inpatient Services		
Semi-Private Room and Board	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Maternity	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Additional Services		
Ambulance	\$50 co-pay, then coinsurance	\$50 co-pay, then coinsurance
Durable Medical Equipment	coinsurance after deductible	coinsurance after deductible
Home Health Care	coinsurance after deductible	50% after deductible ¹
Hospice	coinsurance after deductible	50% after deductible ¹
Organ and Tissue Transplants	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	coinsurance after deductible	coinsurance after deductible
Diabetic Education and Training	100%	coinsurance after deductible
Value Vision	Discount ²	None
Mental Health & Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	OV co-pay, then coinsurance after deductible	OV co-pay, then coinsurance after deductible

Prescription Drug – There are several different freestanding drug options available.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Deductible and coinsurance expenses incurred for services by a PPO Network provider will only apply to the PPO Network deductible and out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a Non PPO Network provider will only apply to the Non PPO Network deductible and out-of-pocket limits.

The coinsurance for non-contracting institutional providers will be the same coinsurance percentage as the Non PPO Network provider, however, you may be subject to balance billing by the non-contracting provider.

The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants.) Failure to contact the case manager prior to the proposed course of treatment (including the evaluation) will result in a significant monetary penalty. Refer to your certificate for details.

¹Coinsurance does not apply to coinsurance out-of-pocket maximums. These services will not be covered at 100% once Coinsurance out-of-pocket maximums are met.

²A separate Value Vision discount program highlight sheet is available.



Healthcare Consortium, Inc

RX Option 1
SuperMed® Script¹
Prescription Drug Program

2007

Benefits	Co-pay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to two refills of a prescription drug		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
SuperMed Script Retail Program with Oral Contraceptive Coverage – after the third retail fill of a prescription drug		
Generic Copayment	\$20	30
Formulary Copayment	\$40	30
Non-Formulary Copayment	\$80	30
SuperMed Script Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an Independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

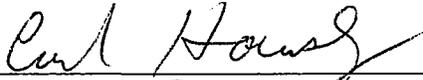
Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

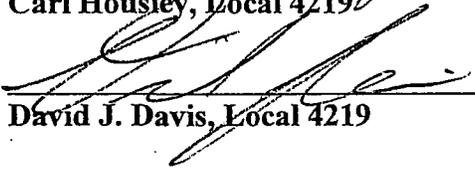
¹SuperMed Script contains the following:

- Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.
- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

**FOR THE NORTON PROFESSIONAL
FIREFIGHTERS LOCAL 4219**

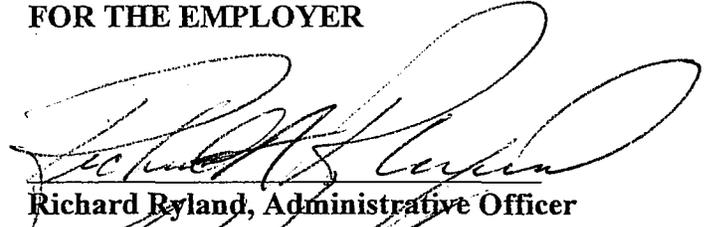


Carl Housley, Local 4219

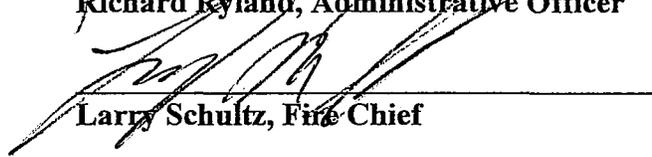


David J. Davis, Local 4219

FOR THE EMPLOYER



Richard Ryland, Administrative Officer



Larry Schultz, Fire Chief

With Attached Shift schedule agreement.

APPENDIX-A
WAIVER OF REPRESENTATIVE

I, _____ (print name), hereby acknowledge that I have been advised of my rights as they pertain to impending disciplinary action that may be taken against me, and that I hereby execute this waiver of my own free will absent any coercion by anyone involved.

I unqualifiedly waive my right to representation by the Union and will hold them harmless and without responsibility to any resultant action that may or may not result from my decision to represent myself before my Employer in this action.

Signature

Signed this _____ day of _____, 20____.

Witnessed By:

Copy Forwarded to Norton Professional Firefighters Local 4219 on this _____, day of _____, 20____.