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AGREEMENT

BETWEEN

CITY OF COSHOCTON

AND

COSHOCTON FIRE FIGHTERS

Local No.216 International Association of Fire Fighters



Effective July 1st, 2012 through June 30th, 2015

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ARTICLE I
Purpose

This agreement, entered into by the City of Coshocton, hereinafter referred to as the EMPLOYER and the International Association of Firefighters, Local 216, hereinafter referred to as the UNION has as its purpose the following:

- 1.1 To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and to promote improved work performance.
- 1.2 To provide for the peaceful and equitable adjustment of differences which may arise.
- 1.3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the employer.
- 1.4 To assure the effectiveness of service by providing an opportunity for employees to meet with the employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employments, subject to the state and federal laws and the constitution of the State of Ohio and the United States of America.
- 1.5 To ensure the right of every employee to fair and impartial treatment.
- 1.6 To provide an opportunity for the union and the employer to negotiate as to benefits and conditions of employment. This agreement pertains to employees within the bargaining unit defined hereunder.

ARTICLE II
Union Recognition

2.1 The employer recognizes the union as the sole and exclusive representatives for the purpose of negotiating benefits and other conditions of employment for those employees of the Fire Department in the bargaining unit. Wherever used in this agreement, the term BARGAINING UNIT shall be deemed to exclude the Fire Chief and any Assistant Chiefs appointed according to the Civil Services Rules and Regulations and include the following classifications:

Firefighter
Fire Prevention Officer
Fire Captain

2.2 All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

2.3 Notwithstanding the provisions of this article, management, confidential, supervisory, part-time, temporary and seasonal employees shall not be included in the bargaining unit.

ARTICLE III
Union Security

3.1 The employer and the union agree that membership in the union is available to all employees occupying classifications as has been determined by this agreement, to be appropriately within the bargaining unit, upon the employee's successful completion of their probation period.

3.2 The employer agrees to deduct regular union membership dues, fees and assessments once each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the employer by the employee. Upon receipt of the proper authorization, the employer will request the auditor to deduct union dues, fees and assessments from the payroll check for the next pay period following the pay period in which the authorization was received by the employer and in which union dues are deducted.

3.3 It is specifically agreed that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues, fees and assessments and the union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this article; Once the funds are remitted to the union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the union.

3.4 The employer shall be relieved from making such individual "check-off" deductions upon (A) Termination of employment or (B) Transfer to a job other than one covered by the bargaining unit or (C) Layoff from work or (D) An agreed unpaid leave of absence, or (E) revocation of the check-off authorization in accordance with its terms or with applicable law.

3.5 The employer shall not be obligated to make deductions from any employee who, during any dues month involved shall have failed to receive sufficient wages to equal the dues, fees and assessments deductions.

3.6 It is agreed that neither the employees nor the union shall have a claim against the employer for errors in the processing of deductions unless a claim of error is made to the employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues, fees and assessments deduction will normally be made by deducting the proper amount, if the deduction does not exceed a total of four (4) pay period regular dues from the pay of any union member.

3.7 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Secretary-Treasurer of the union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessments deduction.

3.8 Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the employer for the duration of this agreement, unless the eligible employee certifies in writing by certified mail to the employer and the union that the check-off authorization has been revoked, at which point the deduction will cease effective the pay period following the pay period in which the written deduction revocation was received by the employer.

ARTICLE IV Union Representation

4.1 Staff representatives will be recognized by the employer as union representatives in accordance with this agreement and upon the receipt of a letter so identifying them and signed by the Chief Administrative Officer of the union or his designee.

4.2 The union shall submit, in writing, names of employees to act as union representatives for the purpose of processing grievances as defined in the grievance procedure. These persons shall be the President of the Local, the Vice-President and the Secretary-Treasurer, if they are employees of the City. The employer shall be notified, in writing, of changes of all officers of the local. Employees shall not be permitted to function as a union representative until the union has presented the employer with written certification of that person's selection.

4.3 The union shall provide to the employer an official roster of its officers and local union representatives, which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. Immediate supervisor; and,
5. Union office held.

4.4 Rules governing the activity of the union representatives are as follows:

1. The union agrees that no official of the union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The union further agrees not to conduct union business during working hours except to the extent authorized in the grievance procedure.
2. The union shall not conduct union activities in any work area without notifying the supervisor in charge of that area the nature of the union activity.
3. The union employee official (President, Vice-President, Secretary-Treasurer or Trustee) shall cease union activities immediately upon the request of the supervisor of the area in which union activity is to be conducted or upon the request of the union employee officer's immediate supervisor.

4.5 The employer agrees that one (1) non-employee officer or representative of the union shall be admitted to the employer's facilities and sites during working hours upon advance notice to the employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the employer.

4.6 The union shall be permitted the use of City property for the purpose of conducting meetings of the Local. The time and place of the use of such property is subject to the advance approval of the Fire Chief, and such approval shall not be unreasonably withheld.

ARTICLE V
Management Rights

5.1 The union shall recognize the right and authority of the employer to administer the business of the City and the Fire Department and in addition to other functions and responsibilities, which are required by law, the union shall recognize that the employer has and will retain the full right and responsibility to direct the operations of the City and the Fire Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among the employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the City's goals, objectives, programs and services and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules including vacations and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other pertinent information;
- I. To determine and implement necessary actions in emergency

situations;

J. To determine the department's budget and uses thereof;

K. To maintain the efficiency of operations; and,

L. To exercise complete control and discretion over department organization and the necessary technology to perform the work.

5.2 The union recognizes and accepts that all rights and responsibilities of the employer not specially modified by this agreement or ensuing agreements shall remain the function of the employer.

ARTICLE VI
No Strike, No Lockout

6.1 Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the employer and the union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Coshocton. Therefore, the union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the employer by its members.

6.2 When the City notifies the union that any member of the bargaining unit individually or collectively are engaged in any such strike activity, as outlined above, the union agrees to immediately publicly denounce such violations, disclaim approval and conspicuously post notice over the signature of an authorized representative of the union to the effect that a violation is in progress and such notice shall instruct all employees to return to work immediately. Should the union fail to publicly denounce such violations and post such notice, the City shall have the option of canceling any or all article(s), section(s), or sub-section(s) of this agreement. Any employee failing to return to work after notification by the union as provided herein, or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and-only the question of whether or not he or she did in fact participate in or promote such activity shall be subject to appeal.

6.3 In the case of a job action by other City employees, the members of the bargaining unit shall not be required to work out of their classification.

6.4 The employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the union, unless those members shall have violated section 6.2 of this article.

ARTICLE VII
Labor/Management Meetings

7.1 In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and the Safety/Service Director and/or his designee, and the Mayor and/or his designee shall meet with not more than three (3) representatives of the union to discuss pending problems and to promote a more harmonious labor/management relationship.

7.2 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the agreement;
- B. Notify the union of changes made by the employer which affect bargaining unit members of the union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
and,
- F. To consider and discuss health and safety matters relating to employees.

7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE VIII
Pledge Against Discrimination and Coercion

8.1 The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation and involvement or noninvolvement in the union. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

8.2 All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

8.3 The employer agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of union membership.

8.4 The union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

8.5 The union agrees not to interfere with the rights of employees to not become members of the union, and there shall be no discrimination, interference, restraint, or coercion by the union or its representatives against any employee existing the right to abstain from membership in the union or involvement in union activities.

ARTICLE IX
Safety/Health

9.1 Safety must be a prime concern and responsibility of both parties. Therefore, the employer accepts the responsibility to attempt to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will report the conditions to the Fire Chief who will investigate all reports of unsafe working conditions, and will correct any which are found, and see that the safety rules and safe working methods are followed by his/her employees.

9.2 There is established a safety and health committee consisting of the Union President; one other member of the bargaining unit; the Fire Chief; and one member appointed by the Mayor from the fire committee of City Council. This committee shall meet and make recommendations to the Fire Committee of City Council.

9.3 The parties acknowledge the creation of a City safety program that will work with the administration and labor force to strive for a work atmosphere that consistently prioritizes safety and quality of life for all City employees.

ARTICLE X
Hours of Work and Overtime

10.1 The following shall be the recognized shift for firefighters and captains: Two (2) ten (10) hour days shifts, followed by seventy two (72) hours off and two (2) fourteen hour night shifts followed by forty eight (48) hours off.

Payroll will reflect pay for actual hours worked in each pay period. (I.e. if a member is scheduled for 82 hours in the pay period, his pay will be for 82 hours, if scheduled for 86 hours in the pay period, his pay will be for 86 hours) any hours worked over the regularly scheduled work hours will be paid at the time and one half rate of pay for overtime.

10.2 In the event of the need for overtime, all overtime shall be distributed and rotated equally among the appropriate ranks, by seniority, as has been the past practice.

All overtime shall be calculated at a rate of time and one half for time worked over an employee's normal shift, and shall be calculated as follows:

Employees who are called in to work for hours that do not abut their shift duty hours shall be guaranteed a minimum of two (2) hours pay at the applicable rate. In the event that overtime does abut an employee's normal shift, the overtime shall be calculated as follows:

- A. Time accrued in this manner, that is less than thirty (30) minutes per pay period, shall be disregarded as overtime pay.
- B. Time accrued in this manner that is more than thirty (30) minutes and less than one (1) hour shall be computed as one (1) hour overtime pay.
- C. Time accrued in this manner that is more than one (1) hour shall be computed to nearest half-hour for the purpose of computing overtime pay.
- D. Overtime shall be paid in the same pay period that it was earned

ARTICLE XI
Shift Exchange

11.1 With the approval of the Fire Chief, employees in the same classification may exchange shifts within a single pay period. The attendance of the replacement employee is the responsibility of the employee originally assigned to the shift and the latter is subject to disciplinary action if the replacement employee does not fulfill the obligations of that shift.

ARTICLE XII
Corrective Action, Discharge or Suspension

12.1 No employees shall be reduced in pay, or position, suspended, discharged or removed except for the grounds stated in section 124.34 of the Ohio Revised Code. Further, no form of disciplinary action will be taken against any employee except for just cause.

12.2 Except in instances where the employee is found guilty of a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the following.

- A. Members shall be advised of expected job behavior, the types of conduct that the Appointing Authority has determined to be unacceptable, and the penalties for such unacceptable behavior.
 - 1. Immediate attention shall be given to policy infractions.
 - 2. Discipline shall be applied uniformly and consistently throughout the City and any deviation from standard procedure must be well documented.
 - 3. Each offense shall be dealt with as objectively as possible.
 - 4. Discipline shall be progressive as outlined in this policy.
 - 5. A member's immediate supervisor and/or the Appointing Authority shall be responsible for administering discipline.
- B. Progressive Discipline
 - 1. Department supervisors and the City Appointing Authority follow an established system of progressive discipline when correcting job behavior.
 - 2. The City has adopted this disciplinary policy as a guide for the uniform administration of discipline. It is not however, to be

construed as a delegation of, or a limitation upon the statutory rights as set forth in the Ohio Revised Code.

3. This discipline policy provides standard penalties for specific offenses, however, the examples of specific offenses given in any grouping are not all inclusive, but serve merely as a guide.

4. The standard penalties provided in this policy do not preclude the application of a more or less severe penalty for a given infraction when specific circumstances exist. In those cases where the penalty deviates from the recommended standard penalty, the reasons for such deviation must be noted in writing by the supervisor or Appointing Authority administering the discipline.

5. Records of verbal warnings and written documentation shall be effective and remain in effect twelve (12) months after their issuance, provided no intervening discipline occurs. If intervening discipline occurs, the warning or reprimand shall remain in effect until twenty-four (24) months has elapsed. Records of suspension shall remain in effect twenty-four (24) months after issuance.

6. All multiple policy infractions shall be dealt with by following the system of progressive discipline set forth below:

a. Multiple offenses which are unrelated are progressively disciplined in the groups in which the offenses are classified.

b. Multiple offenses which are related are progressively disciplined regardless of the groups in which the offenses is classified and regardless of the order in which the offenses occurred.

Since it is imperative that discipline for multiple offenses be consistently and uniformly applied, examples clarifying the application of the progressive discipline policy are as follows:

1. If a member, as a first offense, is found to have violated the Group 1 Offense "n", failure to use reasonable care of City property or equipment, unless there are special circumstances, he/she would receive verbal instruction and cautioning. If that member committed no other related offense in the next twelve (12) months, the record of instruction and cautioning would be removed from the member's personnel file. Then if the member subsequently committed the same offense, and absent special circumstances, he/she would still just receive the verbal instruction and cautioning.

2. If a member is found to have committed a Group 1 Offense where there are no special circumstances, he/she would receive verbal instruction and cautioning. If two months later, the member is found to have committed another unrelated Group 1 Offense he/she would, absent special circumstances, receive a written reprimand.

3. If, three months later, the member is found to have committed still another unrelated Group 1 Offense, barring special circumstances, he/she would receive a three (3) working day suspension without pay.

4. If a member is found to have committed a Group 1 Offense for which he/she received verbal instruction and cautioning, and then commits an unrelated Group II Offense, his/her discipline, absent special circumstances, would be verbal instruction and a two (2) or three (3) working day suspension without pay.

5. If a member, as a first offense, is found to have violated the Group I Offense "k", use of profane or abusive language, he/she would receive, absent any special circumstances, verbal instruction and cautioning. If, however, the same member subsequently was found to

have violated the Group II Offense "q", use of abusive or threatening language toward supervisors - a related Group II Offense - he/she, absent any special circumstances, would receive a ten (10) working day suspension without pay.

6. If a member has been found to have committed a Group II Offense, (i.e., Offense "f"- willful failure to sign in when required) which results in him/her receiving a three (3) working day suspension without pay, and then was found to have committed a related Group I Offense (i.e., Offense "f" - neglect and carelessness in signing in), absent special circumstances, he/she would receive a ten (10) working day suspension without pay.

7. If a member has been found to have committed a Group II Offense for which he/she received verbal instruction and a three (3) working day suspension without pay, and then was found to have committed an unrelated Group I Offense, absent any special circumstances, he/she would receive verbal instruction and cautioning.

Only the Appointing Authority has the statutory right to suspend without pay or terminate.

Suspension without pay of over three (3) days and termination must be reported to the Civil Service Commission by submitting a completed and signed copy of the Coshocton Record of Suspension Form, no later than effective date of suspension or termination.

C. Grounds for Disciplinary Action and Penalties

The examples of Group I, II, and III Offenses, set forth below, are characteristic of those offenses which have been historically judged to be of such a nature so as to warrant those penalties established for the group.

In general, Group I Offenses may be defined as those which are relatively minor in nature and which cause only minimal disruption to the organization in terms of a slight decrease in organizational productivity, efficiency and/or moral. Group I Offenses, if left undisciplined by proper authority, will usually cause only a temporary or minor impact against the organization unless acts are compounded over time.

Group II Offenses may be defined as those infractions which are of a more serious nature than the Group I Offenses and which, in turn, cause a more serious and longer lasting disruption to the organizational productivity, efficiency and/or morale. Group II Offenses, if left undisciplined by proper authority, can cause a serious and longer lasting minor impact against the organization than the Group I Offense.

Group III Offenses may be defined as those infractions which are of a very serious or possibly a criminal nature, and which cause a critical disruption to the organization in terms of decreased productivity, efficiency and/or morale. Group III Offenses, if left undisciplined by proper authority, may cause long lasting and serious impact against the organization.

1. Group I Offenses

First Offense....Instruction and Cautioning

Second Offense....Written Reprimand
Third Offense....Three (3) day suspension without pay
Fourth Offense....Ten (10) day suspension without pay
Fifth Offense....Termination

- a. Discourteous treatment of the public
- b. Failure to " report off" work for any absence
- c. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
- d. Leaving the job or work area during the regular working hours without authorization.
- e. Making preparations to leave work without specific prior authorization before the lunch period, or for any official break time, or before the specified quitting time.
- f. Leaving post of continuous operations position prior to being relieved by the member of the incoming shift.
- g. Neglect or carelessness in punching in or out.
- h. Unauthorized absence from work.
- i. Creating or contributing to unsanitary or unsafe conditions or poor housekeeping.
- j. Distracting the attention of others, unnecessary shouting demonstration or otherwise causing disruption on the job.
- k. Malicious mischief, horseplay, wrestling or other undesirable conduct, including use of profane or abusive language.
- l. Threatening, intimidating, coercing or interfering with subordinates or other employees.
- m. Failure to cooperate with other employees as required by job duties.
- n. Failure to use reasonable care of City property of equipment.
- o. Use or possession of another employee's working equipment without authorization.
- p. Neglect or carelessness in observance of official safety rules, or disregard of common safety practices.
- q. Failure to observe department rules.
- r. Obligating the City for any expense, service or performance without authorization.
- s. Failure to report accidents injury or equipment damage.
- t. Discharging job duties by neglect of work or reading for pleasure during working hours.
- u. Unsatisfactory work or failure to maintain required standard of performance.
- v. Unauthorized use of telephone for other than business purpose.
- w. Excessive garnishments.
- x. Violation of department uniform regulations.

2. Group II Offenses

- First Offense....Instruction and two (2) or three (3) day suspension without pay
- Second Offense....Ten (10) day suspension without pay
- Third Offense....Termination
- a. Reporting for work or working while unfit for duty.

- b. Being in possession of, or drinking alcoholic beverages on the job.
- c. Conduct violating morality or common decency, e.g., sexual harassment.
- d. Unauthorized use of City property or equipment.
- e. Performing private work on City time.
- f. Willful failure to sign in or out when required.
- g. Failure to report for overtime work without good reason after being scheduled to work according to overtime policy.
- h. Willful failure to make required reports.
- i. Solicitation on City premises without authorization.
- j. The making or publishing of false, vicious or malicious statements concerning employees, supervisors, the City or its operations.
- k. Refusing to provide testimony in court before the Civil Service Commission, during an accident investigation, or any type of public hearing.
- l. Giving false testimony during a complaint or grievance investigation or hearing.
- m. Unauthorized posting or removal of notices or signs from bulletin boards.
- n. Distributing or posting written or printed matter or any description on City premises unless authorized.
- o. Unauthorized presence on City property.
- p. Willful disregard of Department Rules.
- q. Use of abusive or threatening language towards supervisors.
- r. Unauthorized political activity.

3. Group III Offenses

First Offense.....From ten (10) day suspension to termination

- a. Wanton or willful neglect in the performance of assigned duties or in the care, use of custody of any City property or equipment. Abuse, or deliberate destruction in any manner of City property, tools, equipment, or property of employees.
- b. Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any City records, including work performance reports; or giving false information or withholding pertinent information called in making application for employment.
- c. Making false claims or misrepresentation in an attempt to obtain any City benefit.
- d. Gambling during working hours.
- e. Stealing or similar conduct, including destroying, damaging or concealment of any property of the City or of other employees.
- f. The use of narcotics or the sale of narcotics.
- g. Fighting or attempting injury to other employees, supervisors, or persons.
- h. Carrying or possession of firearms on City property at any time without proper authorization.
- i. Knowingly concealing a communicable disease such as TB, which may endanger other employees.

j. Misuse or removal of City records or information without prior authorization.

k. Instigating, leading or participating in any walkout, strike, sit down, stand in, refusal to return to work at the scheduled shift, or other concerted curtailment, restriction or interference with work in or about the City's work stations except as provided by Law.

l. Dishonesty or any "dishonest action". Some examples of what is meant by "dishonesty" or "dishonest action" are: theft, pilfering, opening desks assigned to other employees without authorization, theft and pilfering through lunch boxes, tool kits, or other property of the City or other employees without authorization; inserting slugs in vending machines without paying the proper change therein; making false statements to secure an excused absence or to justify an absence or tardiness; making or causing to be made, inaccurate or false reports concerning any absence from work. The foregoing are examples only and do not limit the terms "dishonesty" or "dishonest action".

m. Insubordination by refusing to perform assigned work or to comply with written or verbal instruction of the supervisors.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

The employer agrees not to discharge or suspend an employee without first arranging for a hearing. The hearing shall be conducted in accordance with the following rules.

A. The employee shall be provided with a written notice advising him/her of the nature of the charges and the date, time and location of the hearing. Such notice shall be given to the employee at least twenty-four (24) hours before the hearing. The employee shall be allowed representation of his/her choice, the cost of which, if any, shall be borne by the employee;

B. The hearing shall be conducted before a "neutral" administrator selected by the appointing authority who is not involved in any of the events giving rise to the offense;

C. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the supervisor. The document shall also contain the reason for the decision.

12.3 Following the hearing, any employee receiving an order of suspension or dismissal may appeal such order through the grievance procedure provided in Article 13 of this agreement or under Civil Service Rules, but not under both.

ARTICLE XIII
Grievance Procedure

13.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of the public service are promptly heard, answered and appropriate action shall not be taken against any employee for submitting a grievance in good faith.

13.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

13.3 Where the alleged grievance is of a nature that qualifies for appeal under the Ohio Civil Rights Commission, or the equal employment Opportunity Commission, the aggrieved employee shall appeal through that body in accordance with the rules of that body.

13.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Grievances, suspension and discharge may commence at step 3.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group, shall process the grievance.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements of any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Air time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "calendar" as used in the procedure will not include holidays or paid leaves of the grievant.

All written grievances contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and sections of agreement violated; and,
- J. Resolution requested.

13.5 The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration:

INFORMAL STEP

An employee having a grievance shall first discuss the matter with the Fire Chief. The Chief shall investigate the matter and provide a verbal answer to the employee within five (5) calendar days.

STEP 1 WRITTEN GRIEVANCE WITH CHIEF

If the employee and the immediate supervisor are unable to resolve the problem at the discussion step, or the Supervisor fails to provide an answer within five (5) calendar days, the employee shall file a written grievance with the Chief. In order for the grievance to be recognized, it must be filed within fifteen (15) calendar days from the date of the incident giving rise to the alleged grievance. The chief and one management representative shall meet within three (3) days with the grievant, who may be accompanied by a representative of the union, and investigate the grievance from within five (5) calendar days following the date of the meeting.

STEP 2 SAFETY/SERVICE DIRECTOR

If the grievant is not satisfied with the response received from step 1, the individual may pursue the matter by presenting the original copy of the grievance to the Safety/Service Director within five (5) calendar days of receipt. The employee may be accompanied by a representative of the union who may be relieved of duty to attend the hearing, and the Safety/Service Director may be accompanied by one management representative. The Safety/Service Director, after review and investigation of all matters of fact relative to the grievance, shall issue his or her decision on the grievance form, within five(5)calendar days following the hearing.

STEP 3 MAYOR

Where the grievant is not satisfied with the step 2 response, the aggrieved may submit the original grievance to the Mayor or his designee within five (5) calendar days of the receipt of the step 2 answer.

The Mayor or his designee shall schedule a hearing to be held within fifteen (15) calendar days of receipt. The employee may be accompanied by a representative of the union who may be relieved of duty to attend the hearing. The Mayor shall issue his or her decision on the grievance form or in letter form to the grievant.

STEP 4 ARBITRATION

1) Within fifteen (15) calendar days after the Mayor's response, the grievant(s) may refer the grievance to an arbitrator by giving written notice to the Mayor and to the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the FMCS. The grievant(s) shall be the first to strike, followed by the Mayor or his or her representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking the names, either party may request that the list be rejected and submit a request for another list from the FMCS.

2) The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

3) The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the Limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion, which are not directly essential in reaching this determination.

4) The costs of the arbitration shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs.

The grievant may choose one (1) other employee or union representative to accompany him or her at step 4 of the procedure. Such representative may be relieved from duty to attend the arbitration hearing.

ARTICLE XIV
Personnel Reduction

14.1 In the case of personnel reduction, the employee with the least departmental seniority in the rank to be reduced shall be laid off first. He may apply his seniority to displace a member of the bargaining unit in a lower rank.

14.2 Employees shall be recalled from layoff in the reverse order in which they were placed on layoff. To recall an employee, the City shall direct a certified letter to the last address on record in the personnel file of the employee.

14.3 An employee shall lose seniority and his employment shall be terminated if he fails to return to work within seven (7) days of the mailing of the notice, or within seven (7) days of the mailing of the notice he fails to contact the Safety/Service Director and arrange for a mutually agreed date to return to work.

14.4 An employee who is placed on layoff shall be terminated if he is not recalled to work with the City within three (3) years from the date of layoff.

14.5 No new employees shall be appointed to positions within the bargaining unit until all employees on layoff are recalled.

14.6 For the purpose of this article, seniority shall be defined as total time in the Fire Department of the City in active pay status, on approved leave of absence for up to six (6) months, or on layoff.

ARTICLE XV
Benefits

15.1 Holidays

A. Members of bargaining unit who work other than 40 hours per week shall receive one hundred and thirty two (132) hours pay per year at the straight time rate as holiday compensation. Holiday compensation shall be paid at the rate of twelve (12) hours pay at the straight time rate. Each member of the bargaining unit who works a 42 hour average week will have his choice of how he wishes to receive his holiday pay. The options are as follows:

1. One (1) payment yearly to be paid the first pay after Veterans Day in November.
2. Paid as the holiday falls through the year.

If the employee chooses to take his pay in one payment, it shall be figured with the regular payroll, and paid on the first pay following the veteran's holiday in November.

The members of the bargaining unit agree to sign a form, mutually agreed upon by the City and the Union that whichever way they choose to receive this benefit, shall be for the duration of the agreement.

B. Members of the bargaining unit who work a 40 hour work week will be entitled eleven (11) holidays as described below. If the holiday falls on Sunday, the holiday will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

The bargaining unit holidays shall be:

New Years Day
Martin Luther King Day
President's Day
Easter
Memorial Day
July Fourth
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas

Employees who are scheduled to work on the holidays shall not receive compensation other than their regular rate of pay for such work performed.

15.2 Personal Day

Members of the bargaining unit shall be entitled to one personal day per year with pay. Each member shall receive the personal day on January 1st each year. The personal day must be used in the year it was received and may not be carried over into the next year. Such day is subject to 48 hours advance approval of the Chief. No bargaining unit member shall be entitled to the personal day until they have completed one (1) year of service.

15.3 Uniform Allowance

Members of the bargaining unit shall receive a uniform allowance of \$500.00 payable on or before March 15th of each of the contract years. At the completion of their probation period, the city shall furnish the "Class A" uniform for all new hires.

15.4 Hospitalization/Insurance Coverage

The Employer shall provide bargaining unit employees with insurance benefits as identified in Appendix C of this Agreement. Effective 2/17/13, Employees shall contribute 10% of the premium for the Tier plan chosen by that employee in 2013. In 2014 and in 2015 through the term of this Agreement, the required percentage of employee contribution may be increased to 11% in 2014 and 12% in 2015 based on the COBRA rate for insurance premiums in 2013. The union also agrees that the city shall have the flexibility to change carriers or to make other necessary changes to the health care offered, so long as the changes do not lessen the coverage's already offered or cause an increase in cost to the members and that the changes have been discussed in the Health Care Committee per Appendix D. The cost per pay for each tier shall not exceed the following:

1st Year:

- Employee \$25.93
- Employee + Child(ren) \$46.74
- Employee + Spouse \$52.90
- Family \$81.09

2nd Year:

- Employee \$28.53
- Employee + Child(ren) \$51.42
- Employee + Spouse \$58.19
- Family \$89.20

3rd Year:

- Employee \$31.12
- Employee + Child(ren) \$56.09
- Employee + Spouse \$63.48
- Family \$97.31

Effective February 17, 2013, these terms will also include a disqualification for primary insurance coverage for a spouse, if that spouse is eligible to be covered under a health insurance plan offered by his/her own employer. The spouse shall be required to enroll on his/her employer's insurance plan during the first available open enrollment period. This shall ensure there is no lapse in coverage for the spouse. The employee can elect to cover his/her spouse for secondary coverage for an additional payment of \$35 per month.

1. Insurance benefits for the term of this agreement are listed in Appendix C.

2. Prescription Drugs - The union agrees to encourage its members to participate in the prescription drug plan through the use of the mail in procedure. If the employees elect to participate in the mail order procedure, the contribution towards the medication shall be \$0 for Tier I Brand Name Medication (generic prescription) for a 90 days supply; \$50 for Tier II Brand Name Medication for a 90 days supply; and \$75 for Tier III Preferred Brand Medication prescription for a 90 days supply. If the bargaining unit employee elects to purchase the medication from a retail pharmacy, the employees contribution for Tier I prescriptions shall be \$0 for a 30 day supply; \$30 for Tier II prescriptions for a 30 day supply; and \$50 for a 30 day supply of Tier III prescriptions. Tier medications are defined by the insurance carrier.

3. Hearing Coverage - hearing exam payable up to \$80.00 every four years and hearing aids payable up to \$800.00 per hearing aid every four years. Charges for the cleaning of batteries and expenses incurred for lost or stolen hearing aids are not covered. Coverage for the employee only.

4. Life Insurance - The City will provide \$40,000.00 life insurance on each employee; \$5000.00 life insurance on spouse; \$5000.00 for each dependent from 14 days old to 19 years old or 23 years old if a fulltime student.

Nothing herein shall prohibit the employer from insuring equivalent benefit coverage under other carriers, or self-insuring such coverage. Should the City contemplate changing carriers or coverage terms, the union will be consulted prior to making any such change. The employer may also offer alternate plans that the employee shall not be required to choose, but may consider.

15.5 Vacation

A. Members of the bargaining unit are entitled to paid vacation leave according to the following eligibility guidelines:

- Over one (1) year of service.84 hours
- Over five (5) years of service.126 hours
- Over ten (10) years of service.168 hours
- Over fifteen (15) years of service.210 hours
- Over twenty (20) years of service252 hours

A.(2) All members of the bargaining unit hired after 2/8/13 are entitled to paid vacation leave according to the following eligibility guidelines:

- Over one (1) year of service.42 hours
- Over two (2) years of service84 hours
- Over six (6) years of service126 hours
- Over twelve (12) years of service168 hours

For purpose of computing vacations, one year of service shall be considered 26 pay periods.

B. Employees accrue vacation leave at a rate proportionate to the number of hours in active pay status per pay period.

C. Active pay status is defined as hours actually worked, paid sick leave, vacation leave, personal days and authorized paid holidays.

Vacation credits are not earned while an employee is in inactive service such as leave of absence, disciplinary suspensions, etc.

D. Additional vacation leave is not accrued through the accumulation of paid overtime.

E. Vacation scheduling is subject to approval of the Chief.

F. Vacation leave is to be taken within the twelve (12) months following the employee's anniversary date. Upon request of an employee, with the approval of the Fire Chief, the employee may be permitted to carry over, up to 86 hours of accumulated vacation leave into the next anniversary year.

G. In no case may an employee take his vacation early, prior to the employee's anniversary date for any given year.

H. At the request of the employee, and the approval of the Fire Chief, an employee may take pay in lieu of vacation time off.

I. Employees who resign or retire are entitled to compensation at their current rate of pay for any earned or unused vacation leave to their credit at the time of separation.

J. The minimum vacation hours to be utilized by the employee will reflect the total number of hours of the shift the employee is scheduled for.

The employee may not at any time combine vacation time with any other earned or accrued leave time for any shift.

K. If the employee chooses to receive pay in lieu of vacation, it shall be figured with the member's regular payroll. These "in lieu of" hours do not include the "minimum non-utilized hours" described in Section L.

L. The city will pay the employee for any vacation hours which cannot be carried forward (see Section F) or any vacation hours, which cannot be utilized due to the requirements of Section J. The City shall pay the employee for their non-utilized hours during the next payroll following the employees written request to the Auditor. These non-utilized hours will be included in the employee's regular paycheck and is not subject to the requirements set forward in Section K.

M. Vacation pay shall match vacation time taken in each pay period.

15.6 Wages

A. Wages for the term of this agreement are listed in Appendix A. A 1% wage increase retroactive to 7/1/12; A 7% wage increase effective 2/17/13 when OP&F pension pickup is eliminated; 2% wage increase effective 7/1/13 and a 2% wage increase 7/1/14.

B. Effective 2/17/13, members of the bargaining unit will pay their full portion of employee contribution to the Ohio Police and Fire Pension.

C. Captains and the Fire Prevention Officer shall receive an annual

rank compensation consisting of \$400.00 to be paid the first pay period after Veteran's Day in November.

D. Each employee who has or obtains his or her Hazardous Materials Technician Certification shall receive a one-time \$500 stipend payable after ratification of this contract.

15.7 Educational Leave

Employees shall be granted leave with pay for educational purposes to attend classes to enhance the employee's education in firefighting, rescue and emergency medical techniques. All such leave shall be subject to the approval by the Fire Chief. No overtime shall be paid.

If the Chief, to the employee, mandates such classes the employee shall be paid time and one half (1 ½) for everything over the employees normal working hours.

15.8 Union Business

Employees elected or appointed to represent the union shall be granted time off, without pay, to perform their union functions including, but not limited to, attendance at regular and special meetings, conventions, conferences, and other union related activities; not to exceed two (2) employees at any one time, or a total of eight (8) days in a calendar year.

The union shall give the Fire Chief at least two (2) weeks written notice of the employees who will be attending such functions.

15.9 Automatic Savings Deposits

Wherever a computer system is in operation in the Auditor's Office that is capable of withholding additional deductions, the City shall permit members of the bargaining unit to have the option of having savings withheld from each pay check and deposited into an account with the Coshocton Federal Credit Union.

15.10 Injury Leave

Any employee unable to do work because of a job-related disabling condition, shall be entitled to a leave of absence at his regular rate of pay, for seven (7) working days, per injury, if he/she is medically certified as being unable to work. This leave shall not be charged to regular sick leave. During such leave of absence, the employer will maintain regular payments into medical, dental, vision and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such leave of absence.

At the end of the seven-day period, the employee shall have his/her choice to go on regular sick leave, or workers' compensation.

If the employee chooses to go on the Worker's Compensation benefits, which pays the employee 66 2/3 percent of his/her regular wages, the employer agrees to pay the employee the difference of 33 1/3 percent, charged to the employees sick leave, to bring his/her wages up to 100% of the employees regular pay so he/she is not penalized for an on the job injury.

During such leave of absence, the employer will maintain regular payments into medical, dental and vision to ensure continued coverage for the employee and any dependents. Pension payments to be made only on the 33 1/3 percent city portion of wages paid, not on Worker's Compensation benefits paid. Seniority, vacation benefits, sick leave and pension credits shall be given for the time spent on such leave of absence.

The City shall have the option of requesting a second opinion at no cost to the employee.

15.11 Pay Increases

When a member of the bargaining unit is due to receive a Longevity increase, the increase will begin at the beginning of the closest pay period as follows:

A. If the employee's anniversary date falls in the first week of the pay period, the pay increase will be effective at the beginning of that pay period.

B. If the employee's anniversary date falls in the second week of the pay period, the pay increase will be effective at the beginning of the next pay period.

15.12 Stress Days

Bargaining unit members shall have three (3) stress days per year to be used at any time during the year. These days shall be compensated with regular pay and shall be charged to the employee's regular sick Leave. Each member shall receive stress days on January 1st each year. Stress days must be used in the year they were received and may not be carried over into the next year. No bargaining unit member shall be entitled to stress days until they have completed one (1) year of service.

15.13 Sick Leave Payoff

Upon retirement, the City will pay to the retiring member of the bargaining unit, 960 hours of his unused sick leave. This shall be computed at his current hourly rate.

Upon retirement, for member's hired after 2/8/13, the City will pay to the retiring member of the bargaining unit, up to 480 hours of his unused sick leave. This shall be computed at his current hourly rate.

Sick Leave Transfer - See Appendix B

15.14 Benefit Pay Upon Death

In the case of death of an employee, the City will agree to pay, the members unused sick leave in accordance to a regular retirement as shown in Section 15.13, any accrued vacation according to Section 15.5 (I) and any Holiday pay accrued before the employees death if the member chose option (1) as shown in Section 15.1. This shall be paid to the beneficiary designated to the City or designated in the employee's life insurance contract. If no beneficiary is designated, the payment shall be paid to the surviving spouse of the employee; if none, then to the surviving children; if none then to the estate of the employee.

15.15 Sick Leave Bonus

The City agrees to pay members of the bargaining unit Fifty (\$50) dollars per quarter if the member does not use any sick leave. Stress days will be excluded. This shall come in a one-time payment per year and shall be paid on or before the 15th of January.

15.16 Travel Per Diem

Members of the bargaining unit that are required to travel on City Business shall receive a pre-payment of \$30 per diem for each day the member is scheduled to be away. This is to cover all meals. The city will continue to pre-pay for hotels and schooling costs. If a city vehicle is not furnished for the trip, mileage will be paid at the appropriate travel rate.

15.17 Sick Leave

A. Members may request sick leave, provided they follow the Procedure listed in subsection 1.03 of this article. Sick leave may be requested for the following reasons:

1. Illness, injury or pregnancy-related conditions of the employee or paternity leave.
2. Exposure of the member or a member of his/her immediate family to a contagious disease that would have the potential of jeopardizing the health of the member or the health of others.
3. Death of a member of the member's immediate family. Immediate family shall include the following: mother, father, sister, brother, child, spouse, grandparents, spouse's grandparents, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of the members parent, or person who stands in the place of a spouse.

B. The City maintains the right to investigate any member's absence.

C. For each completed hour of active pay status, a member earns .0575 hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave and hours on paid sick leave.

D. The amount of sick leave time any member may accrue is unlimited.

E. Sick leave shall be charged in minimum amounts of one (1) hour.

F. Members absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they are working.

G. A member requesting sick leave for legal purpose shall inform the Officer in Charge at least two (2) hours prior to the start of the member's scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence. The member will submit to a medical examination, nursing visit or other inquiry, which the City deems necessary. The cost of such examination, visit or inquiry shall be absorbed by the City.

H. Vacation leave may be used for sick leave purposes, at the member's request and the approval of the City after sick leave is exhausted. Members who have exhausted their sick leave and vacation credits may, at the discretion of the City, be granted personal leave of absence without pay for a period not to exceed six (6) months. Illness exceeding six (6) months will be considered Disability Leave. Members who have exhausted their sick leave and vacation credits may receive

donated sick leave from other members as outlined in the IAFF contract, Appendix B "Sick Leave Transfer".

I. Abuse of sick leave: Any member failing to comply with sick leave rules and regulations will not be entitled to sick leave pay.

Application for sick leave with the intent to defraud shall result in disciplinary action and/or denial.

J. Members requesting sick leave for three or more consecutive work days may be required to present a doctor's certificate. Likewise, if medical attention is required, regardless of the length of the sick leave request, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. If a member fails to file a required physician's certificate verifying illness, he/she shall not be paid for the sick leave. If the written "Application for Use of Sick Leave" is denied, and as a result the member has been overpaid, such overpayment shall be deducted from that member's next pay. A written signed statement may be denied by the City based upon any investigation that discloses facts inconsistent with proper use of sick leave.

K. Altering a physician's certificate shall be grounds for immediate dismissal.

L. Members who transfer between City Departments, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. The words "Public Agency" as used above include the State, counties, municipalities, all boards of education, libraries, townships, etc., within the State.

1.03 PROCEDURE

A. When a member calls in sick, a notation of such shall be made by the member's immediate supervisor on an "Application for Use of Sick Leave" form. The supervisor shall see that the shift is filled to minimum manning standards. The City Auditor's Office shall retain a copy of the sick leave application form.

B. Upon return to work, the member shall immediately notify the officer in charge who will, in turn, provide to the member the "Application for Use of Sick Leave" form. The member shall immediately complete the form and should attach any supporting documentation such as doctor's slips, etc.

C. The Officer in Charge shall review the completed form and the circumstances surrounding the absence. The Officer in Charge shall forward the form to the Fire Chief who shall either approve or deny the sick leave. The Fire Chief will sign in the appropriate space and note either sick leave approval or denial.

D. In the event that sick leave is denied, The City shall inform the member of the fact and reasons. The City shall further notify the member that he/she will not be paid for that day the member called in absent. The City may take appropriate disciplinary action for sick leave abuse.

E. The "Application for Sick Leave" form shall be forwarded to the clerical personnel responsible for recording and calculating sick leave use/accrual. The sick leave request form and supporting documentation shall be filed in the members personnel file.

F. Sick leave records shall be updated at a maximum of every two (2) weeks at the completion of the pay period.

G. A copy of the approved "Application for Use of Sick Leave" forms shall be forwarded to the Auditor's Office in order to initiate payment.

1.04 FAMILY AND MEDICAL LEAVE ACT

A. The City applies the Provision of the Family and Medical Leave Act (FMLA) to all its employees.

B. A member taking leave to which he/she is entitled under the FMLA may substitute, at the member's discretion, any paid leave earned under this policy for any unpaid FMLA.

C. The City shall offer all members the opportunity during the period of FMLA to continue any fringe benefits provided for in the agreement at the member's expense, except health benefits that the City shall continue to provide.

D. The City may grant additional leave time, at their discretion, when requested by the member. The member, should he/she continue leave time, may continue benefits through COBRA only.

E. Members returning from FMLA leave shall be returned to same or similar position.

1.05 MATERNITY LEAVE

A. A member may use all accumulated sick leave, vacation time, or take a leave of absence in accordance with FMLA for maternity leave.

B. If a member elects to use sick leave and vacation time, when said member's paid leave is exhausted, the member shall be placed on a leave of absence without pay.

C. Maternity leave will end within a period not to exceed six (6) weeks after the date of childbirth. Additional leave shall be allowed if necessitated by medical reasons. A medical statement from the member's physician supporting such necessity must accompany the member's request. In addition, a physical exam by a qualified physician may be required at the request of the City.

ARTICLE XVI
Manning

16.1 Sufficient firefighter personnel shall be available to Provide a minimum of three (3) firefighters and one (1) officer per shift. By definition, a day shift begins at 0700 A.M. and ends at 0500 P.M. A night shift begins at 0500 P.M. and ends at 0700 A.M.

If sufficient personnel are not available to meet the minimum staffing requirements, firefighters shall be retained or recalled on overtime.

The Fire Prevention Officer shall work one (1) 40 hour week per week. These 40 hours per week shall include the employee's regular leave time, which includes vacation, personal and sick leave. The employee will not be replaced while on regular leave.

16.2 Fire Prevention services will be reorganized following the retirement of the current Fire Prevention Officer. Such reorganization will involve having the current Fire Inspection duties performed, as assigned by the Fire Chief, by all of the Captains. The City shall provide for the training and all associated costs of training the Captains to become certified. All Captains will have a reasonable opportunity to pass the certification test and shall participate in

other training. Once a Captain is certified and performing the inspection duties, that Captain shall have the title of Fire Captain with Inspection Duties with the pay scale for that position listed in Appendix A Wages (which shall be a \$2000 raise to the base rate for that Captain). Future Captains will also be expected to obtain Inspection certification. Inspections will be done on an as needed basis and at the discretion of the Fire Chief. Fire Suppression will remain the top priority.

ARTICLE XVII
Inspections

17.1 While on company tours and inspections, the duty officer or his designee shall be responsible to note any hazards and issue a written notice of liability to the property officials, prior to leaving the property. He shall then report such hazards to the Fire Prevention Officer for time to follow up.

ARTICLE XVIII
Contracting Out

18.1 The employer shall not contract out fire suppression work if there are employees at work or laid off who can perform the work in question.

This shall pertain to any fire suppression work that is normally done by the members of the Fire Department bargaining unit.

18.1 This agreement shall be binding upon the successors and assigns of the parties hereto, and not provision, terms, or obligation herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

ARTICLE XIX
Changes in Procedures or Practices

19.1 At least ten (10) days prior to changing any practices or procedures of the department, the Fire Chief will meet with the President and the Vice-President of the Union to discuss the changes. The Union reserves the right to grieve the reasonableness of rules or regulations of the reasonableness of their application.

19.2 In the event the City takes over the ambulance service and brings it into the Fire Department, the City agrees to discuss minimum manning and wage rates with the union prior to full implementation of such service.

ARTICLE XX
Bulletin Boards

20.1 The employer agrees to provide bulletin board space in an agreed upon area of the facility for use by the union.

20.2 All union notices, which appear on the bulletin boards, shall be

posted and removed by a union official in the bargaining unit and shall be related to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Fire Chief's prior approval:

- A. Union recreational and social affairs;
- B. Notice of a union meeting;
- C. Union appointments;
- D. Notice of union elections;
- E. Results of union elections;
- F. Reports of non-political standing committees and independent non-political arms of the union.

All other notices of any kind not covered in A through F above must receive prior approval of the Fire Chief of his/her designated representative. It is also understood that no material may be posted on the union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration, or City officials;
- C. Attacks on any other employee organization; and
- D. Attacks on and/or favorable comments regarding a candidate for public or local union office in another employee organization.

ARTICLE XXI

Waiver in Case of Emergency

21.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal of State Legislature, such acts of God, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for management or the Union's replies on grievances; and
- B. All work related rules and/or agreements and practices relating to the assignment of all employees.

21.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with provisions outlined in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE XXII

Severability

22.1 This agreement is subject to all applicable Federal and State laws, or judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official have authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

ARTICLE XXIII

Alcohol and Drug Testing Program

23.1 POLICY

The parties agree that the workplace should be free from the risks posed by the use of Alcohol and Controlled Substances in order to

protect the safety of the employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the work place. The parties further recognize that the abuse of Alcohol and Controlled Substances is frequently treatable and the Employer will make reasonable efforts to provide assistance to employees in need of help. An Employee Assistance Program is available to employees in need of help. An Employee Assistance Program is available to employees with personal problems, including those associated with Alcohol or Controlled Substances use. The Employer and the Union will aid such employee who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

23.2 SCOPE

This policy applies to all employees. These employees are subject to random, pre-employment, post accident, reasonable suspicion, return-to-duty, and follow-up testing. Random drug testing shall be effective after 4/1/2005.

23.3 DEFINITIONS

A. Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume which is capable of use for beverage purposes, either when alone or when diluted.

B. Drug means a controlled substance as defined by the Omnibus Transportation Employee Testing Act of 1991, including marijuana, cocaine, opiates, amphetamines and phencyclidine.

C. Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion must be based upon trained specific personal observations by trained supervisors which must be documented in writing at the time of observation. Reports of drug abuse or abnormal behavior which is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

D. Post Accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: 1) a fatality; 2) bodily injury requiring medical treatment away from the scene of the accident; or 3) one or more motor vehicles has to be towed away.

E. Drug testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by confirmatory

testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures, or other technology approved for testing

F. Alcohol testing means the employee blows forcefully into the mouthpiece of an Evidential Breath Test Device (EBT) for at least six seconds or until an adequate amount of breath has been obtained.

23.4 EMPLOYER PROCEDURES AND NOTIFICATION

Employer rules and regulations prohibit the use, sale, manufacture or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on employer property or in an employer vehicle. Violation of these rules and regulations will subject the employees to progressive discipline, which could include discharge.

Any employee who brings any mood-altering non-prescription drugs including marijuana, cocaine, opiates, amphetamines, or phencyclidine onto Employer property or any Employer work site will be immediately removed from the workplace, referred for rehabilitation and subject to progressive disciplinary action up to and including discharge.

Any employee found selling any illegal or prescription drugs of any sort on any Employer property or work site will be immediately discharged from the Employer's service and may be subject to criminal charges, whether the employee is on or off duty.

23.5 TESTING PROCEDURES

The following test procedure shall apply to urine tests administered to bargaining unit employees.

Prior to such testing, employees will be required to sign a form acknowledging testing and to sign for Chain-of-Custody. Failure or refusal to sign the acknowledgment form or to submit to testing will be cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

A. Urine specimens shall be collected at the approved Laboratory or Hospital, under the terms and conditions outlined in the laboratory or hospital guidelines. Said guidelines shall be maintained by the City and provided to employees upon request.

B. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

C. The employee shall choose or be given a sealed collection kit to provide the urine specimen. All specimen containers, vials or bags used to transport, then shall be sealed with evidence tape and labeled in the presence of the employee and union representative.

D. The testing shall be done by a laboratory certified approved as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88).

E. The Union and the Employer shall choose the laboratory to be utilized for toxicology testing on a yearly basis.

F. The following standards shall be used to determine what levels of detected substances shall be considered positive:

<u>Drug</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Marijuana Metabolites	100 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiate Metabolites	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

G. Alcohol. If an employee is tested and the alcohol concentration is 0.02 or greater, but less than 0.04, he will not be allowed to return to work during the next twenty-four (24) hour period. Prior to returning to duty, the employee must be retested and show an alcohol concentration below 0.02.

The Employer shall not take any disciplinary action against an employee under the "G" paragraph 1.

An Alcohol concentration of 0.04 or greater shall be considered a positive test.

H. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all documentation regarding supervisors' observations and testing will be destroyed.

I. At the time the urine specimen is collected two samples will be taken. Two samples will be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples must be tested separately in separate batches and show positive results on a GCMS confirmatory test. All test results are to be reviewed by a toxicologist or physician before released. Test results must be completed by the Employer and Union within five (5) work days of the testing.

J. Alcohol screening tests shall only be administered by a Breath Alcohol Technician (BAT).

K. All time spent administering an Alcohol or Controlled Substance Test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Employer shall pay all costs associated with the administration of alcohol and drug tests.

L. The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in litigation that arises from the Employer's alcohol and drug testing program.

23.6 TEST RESULTS

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Employer on the two samples shows that the employee while on duty was under the influence of or drank, smoke, inhaled or injected alcoholic beverage, marijuana, cocaine, opiates, phencyclidine or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.

The Employer and the Union shall be given a copy of the Laboratory report of both specimens before discipline is administered. An employee who tests positive for illegal use of any drug or alcohol as a first offense may be suspended up to thirty (30) calendar days. The employee shall be referred to a counseling or rehabilitation program. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the counseling and rehabilitation program; failure to comply may result in termination.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to any inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress and discharge and after care will be forwarded to the Employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless and until the prescribed treatment program has been completed. Continued employment is dependent upon documentation of the employees continued, successful participation in recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program will be required to provide a urine sample prior to their return to work. A second positive test will result in termination.

23.7 DRUG CONVICTION

If an employee is convicted of any drug crime, the employee is to report it to his/her Department Head within five (5) days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.

23.8 VOLUNTARY ASSISTANCE

Employees may request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the Employer's insurance policy.

23.9 MEDICAL PRESCRIPTIONS

Employees who are taking medical prescriptions must furnish to their supervisor a statement from a physician specifying the drug being taken whether the drug will interfere with safe performance on the job. If

the statement has been delivered to the employee's supervisor before receipt of drug test results, a positive finding of the prescribed drug may not necessarily be grounds for discipline.

23.10 BARGAINING UNIT NOTIFICATION AND TRAINING

The policy will be implemented in a consistent, non-discriminatory manner. All bargaining unit employees will be provided a copy of the Employer's drug testing policy prior to its implementation. In addition, bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. Unit employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.

All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.

23.11 SUPERVISOR TRAINING

Supervisors will be trained:

- A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods of the Employer's drug and alcohol testing procedures.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To implement disciplinary measures appropriately.

ARTICLE XXIV

Duration of Agreement

24.1 This agreement shall be effective as of July 1, 2012 and shall remain in full force and effect until June 30th, 2015, unless otherwise terminated as provided herein.

If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

The parties acknowledge that during the negotiations which resulted in this agreement, each has the unlimited right to make demands and Proposals on any subject matter not removed by laws from the area of

collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and the union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matters referred to or covered in this agreement, even though such subject or matters may not have been within the knowledge or either or both parties at the time they negotiated or signed this agreement.

This agreement constitutes the entire agreement between the parties, and all other agreements, either written or oral are hereby cancelled.

**APPENDIX A
WAGES**

	<u>July 1st, 2012</u>	<u>Feb. 17th, 2013</u>	<u>July 1st, 2013</u>	<u>July 1st, 2014</u>
<u>FIREFIGHTERS</u>				
PROBATIONARY	\$13.75	\$14.71	\$15.00	\$15.30
1 TO 5 YEARS	\$15.63	\$16.72	\$17.05	\$17.39
5 TO 10 YEARS	\$15.91	\$17.02	\$17.36	\$17.71
10 TO 15 YEARS	\$16.16	\$17.29	\$17.64	\$17.99
15 PLUS YEARS	\$16.77	\$17.94	\$18.30	\$18.67

FIRE CAPTAIN AND FIRE PREVENTION

LESS THAN 5 YEARS	\$17.75	\$18.99	\$19.37	\$19.76
5 TO 10 YEARS	\$18.05	\$19.31	\$19.70	\$20.09
10 TO 15 YEARS	\$18.38	\$19.67	\$20.06	\$20.46
15 PLUS YEARS	\$19.12	\$20.46	\$20.87	\$21.29

CAPTAIN / INSPECTORS

LESS THAN 5 YEARS	\$19.91	\$20.31	\$20.72
5 TO 10 YEARS	\$20.23	\$20.63	\$21.04
10 TO 15 YEARS	\$20.59	\$21.00	\$21.42
15 PLUS YEARS	\$21.38	\$21.81	\$22.25

APPENDIX B
SICK LEAVE TRANSFER

Employees of the bargaining unit may donate paid sick leave to any other employee of the bargaining unit who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of sick leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the sick leave donation program.

- (A) An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period or as provided in paragraph (a)(4) of this rule, if the employee who is to receive donated sick leave:
 - (1) Or a member of the employee's immediate family has a serious illness or injury;
 - (2) Has no accrued leave;
 - (3) Has not been approved to receive other state-paid benefits; and
 - (4) Has applied for any paid leave, worker's compensation, or benefits program for which the employee is eligible. An employee who has applied for these programs may use donated sick leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated sick leave may be used up to an amount equal to the benefit for which the employee applied, (e.g., seventy percent for disability leave benefits) while the employee's application is pending approval.
- (B) Employees may donate sick leave if the donating employee:
 - (1) Voluntarily elects to donate sick leave and does so with the understanding donated sick leave will not be returned.
 - (2) Donates a minimum of 10 hours; and
 - (3) Retains a sick leave balance of at least 960 hours. Sick leave shall be donated in the same manner in which it would otherwise be used.
- (C) The sick leave donation program shall be administrated on a pay period by pay period basis. Employees using donated sick leave shall be considered in active pay status and shall accrue sick leave and be entitled to any benefits to which they would otherwise be entitled. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall be considered sick leave, but shall never be converted into a cash benefit.
- (D) Employees who wish to donate sick leave shall certify:
 - (1) The name of the employee for whom the donated sick leave is intended;
 - (2) The number of hours to be donated;

- (3) That the employee will have a minimum sick leave balance of at least 960 hours; and minimum sick leave balances below 960 hours must be approved by the Fire Chief and Service Director.
 - (4) That the sick leave is donated voluntarily and the employee understands that the donated sick leave will not be returned.
- (E) Appointing authorities shall ensure that no employees are forced to donate sick leave. Appointing authorities shall respect an employee's right to privacy, however, appointing authorities may, with the permission of the employee who is in need of sick leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for sick leave. Appointing authorities shall not directly solicit sick leave donations from employees. The donation of sick leave shall occur on a strictly voluntary basis.

APPENDIX C
CITY OF COSHOCTON- Major medical

Medical Benefits	Network Provider	Non-Network Provider
Lifetime Maximum	\$1,000,000	\$1,000,000
Annual Deductibles	\$500/person* \$1000/family	\$1000/person** \$2000/family
Out-of-Pocket maximum	\$1500/person** \$3000/family	\$3000/family** \$6000/family
Second Surgical Opinion	100%	\$100% UCR
Inpatient Care		
Semi-Private Room	80%*	60% UCR**
Ancillary Services (except lab/x-ray/diagnostic testing)	80%*	60% UCR**
Lab/X-ray/Diagnostic Testing	80%*	60% UCR**
In-hospital Physician	80%*	60% UCR**
Emergency Care	80%*	60% UCR**
Accidental injury/acute illness if life threatening		
Non-Emergency Care (Emergency Room/Facility)	80%*	60% UCR**
Urgent Care Center	100% after \$15 copay	60% UCR**
Ancillary Services	80%*	60% UCR**
Outpatient Care		
Lab/X-Ray/Diagnostic Services	80%*	60% UCR**
Same Day Surgery	80%*	60% UCR**
Speech/Occupational Therapy (illness/injury related)	80%*	60% UCR**
Speech/Rehabilitative Therapy (illness/injury related)	80%*	60% UCR**
Respiratory Therapy	80%*	60% UCR**
Psychotherapy (MHPA)	80%*	60% UCR**
Mental Health Alcohol/Substance Abuse		
Mental Health***		
Inpatient Care Room & Board (up to 45 days per calendar year)	80%*	60% UCR**
Ancillary Services (except lab/x-ray/diagnostic testing)	80%*	60% UCR**
Lab/X-ray/Diagnostic Testing	80%*	60% UCR**
Outpatient Psychotherapy*** (up to 10 visits per calendar year)	50%*	50% UCR**
Alcohol/Substance Abuse		
Inpatient Care Room & Board (Lifetime limit of 1 admission and \$7,000 maximum)	80%*	60% UCR**
Ancillary Services (except lab/x-ray/diagnostic testing)	80%	60% UCR**
Lab/X-ray/Diagnostic Testing	80%*	60% UCR**
Outpatient Psychotherapy*** (up to 10 visits per calendar year)	50%*	50% UCR**

CITY OF COSHOCTON Fire – Vision
Effective 2-8-2013

Maximum Benefit

Examination Copay.....	\$25.00
Frames.....	\$95.00
Lenses, per pair	
Singular Vision.....	\$85.00
Bifocal Vision.....	\$110.00
Trifocal Vision.....	\$140.00
Lenticular Vision.....	\$160.00
Progressive Vision.....	\$200.00

Contacts

Medically necessary

Single.....	\$80.00
Pair.....	\$160.00

Cosmetic

Single.....	\$50.00/Yr (6 lense boxes)
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Maximum Benefit Period

Examination.....	Once every 12 months
Frames.....	Once every 24 months
Lenses.....	Once every 24 months
Contact Lenses.....	Once every 12 months

While covered, if you or your Dependent undergo any examination or receive any of the materials shown above, payment will be made on expenses incurred by you for such examinations or materials, but not to exceed for all expenses incurred more often than as shown in the Schedule of Benefits.

The examination must be rendered and the materials furnished by a person licensed to practice as a physician.

An expense is deemed to be incurred on the date on which the examination is rendered or materials ordered.

No benefits will be payable for expenses incurred:

- X For which payment is made under any other provisions of the Plan.
- X For any examinations or materials which are not listed above.
- X For any lenses which do not require a prescription.
- X For any examinations which began before the date you became covered for this benefit; or for any material furnished as the result of an examination which began before such date.
- X For sunglasses, either prescription or non-prescription, or tinted lenses.

DENTAL

Calendar Year Deductible* Per Person..... \$25.00

Copayment Percentage (Amount paid by plan)

Preventive* 80%UCR
Basic 80%UCR
Major 50%UCR
Orthodontics 50%UCR

*** Deductible waived for preventive services.**

Maximum Benefit\$1000 Per Person Per Calendar Year
Orthodontia\$1,500 Per Lifetime

If you or any of your dependents incur Covered Dental Expenses exceeding the deductible in a Calendar year, the Plan will pay the maximum benefits specified in the Schedule of Benefits Payment will be made in accordance with the applicable co-payment percentages. If the aggregate charges of dentists and/or physicians, for a proposed course of treatment of a covered individual, may be reasonably expected to total \$300 or more, a Pre-determination of benefit should be requested by you before such course of treatment is undertaken. Emergenc treatment, oral examinations including prophylaxis and dental x-rays will be deemed a part of an succeeding course of treatment even though such services are performed before any Pre determination of Benefits in accordance with this provision. If a Pre-determination of Benefits is not made with the respect to a course of treatment, any benefits payable under this Plan will be determined as though such a Pre-determination had been made, except that, to the extent the post-verification of a covered Dental Expense cannot reasonable be made, no benefit will be payable for that expense.

“Course of Treatment” means a planned program of one or more services to be rendered by one or more dentists or physicians for the treatment of a covered Individual’s dental condition and commencing with the date the first service is rendered.

PRE-DETERMINATION OF BENEFITS

Pre-determination of Benefits means the filing (in a form acceptable to the Plan) of a dentist’s or Physician’s diagnosis of a covered Individual’s dental condition, the proposed course of treatment and the expected charges, in order that the Plan may estimate the benefits, if any, that would be payable under this Plan. You are responsible for furnishing the diagnostic and evaluative material requested by the Plan for its Pre-determination of benefits, which may include, but is not limited to, dental x-rays, models, charts and written reports. For the purpose of Pre-determination of benefits, which may include, but is not limited to, dental x-rays, models, charts and written reports. For the purpose of Pre-determination of benefits, the Plan may, at its own expense, require an oral examination of the covered Individual by its own designated dentist or physician. When a pre-determination of benefits has been made, the plan will inform you or the attending dentist or physician in advance of treatment as to the estimated amount of any benefits payable under these Dental Expense provisions with respect to the proposed course of treatment.

APPENDIX D
Health Care Committee

Health Care Committee

WHEREAS, the parties to this memorandum recognize the need to contain and manage health care costs;

WHEREAS, in an effort to provide the City with an opportunity to maintain health care benefits and coverage to the Union, both parties mutually agree to supplement Article 15.4 as follows:

(1) During the term of this labor agreement, a Citywide Health Care Committee shall be established. The Committee shall consist of no more than (7) seven members. The IAFF Local #216 shall designate a member of said committee. (1) non-bargaining unit member shall be selected by the non-bargaining employees. The Service Director shall be a member of said committee and (3) three elected city officials or their designees shall be members of the committee. The Mayor shall select the (3) three elected officials who shall be members of the committee. The Service Director shall invite AFSCME Local to provide a member to the committee.

(2) This committee, called the Citywide Health Care Committee, hereinafter referred to as the "Committee," shall meet at least four (4) times a year. The Service Director shall serve as Chairperson. The Committee shall work in a cooperative effort to research the policies or carriers to reduce costs and maintain benefits. The Committee shall also research and make recommendations on other cost containment issues.

(3) The calendar year ending immediately before the establishment of the Committee (2008) shall be considered the initial base year for the purpose of determining health care cost economic data. The Committee will investigate methods to contain the overall costs of health care.

APPENDIX E
Signature Page

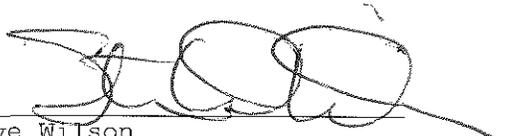
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand to duplicate copies hereof, this 8th day of February, 2013.

For the City of Coshocton:

For IAFF Local 216:



Steve Mercer
Mayor



Steve Wilson
President



Jerry Stenner
Service Director



Cory Wilson
Secretary-Treasurer

