2011-2014

Labor-Management Agreement

by and between

CITY OF CINCINNATI

and the

CINCINNATI FIRE FIGHTERS

UNION LOCAL 48

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, AFL-CIO

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LABOR-MANAGEMENT AGREEMENT

BY AND BETWEEN THE

CITY OF CINCINNATI

AND THE

CINCINNATI FIRE FIGHTERS UNION

LOCAL 48

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, AFL-CIO

THIS AGREEMENT is made between the City of Cincinnati, hereinafter referred to as the "City," and Cincinnati Fire Fighters Union Local 48, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

MISSION STATEMENT

The Cincinnati Fire Department and the Cincinnati Fire Fighters Union Local 48 are committed to providing the best quality service to the citizens of Cincinnati. We will provide professional and safe response to fire, explosive, medical, and environmental emergencies. We are dedicated to minimizing the loss of life and property through suppression, rescue, education, enforcement, investigation, and other innovative programs.

ARTICLE 1

CONTRACT SUPREMACY

Unless otherwise provided herein, the terms and conditions of employment set forth in this Agreement are subject to the laws of the United States, the State of Ohio, the City of Cincinnati and all applicable Administrative Rules and Regulations, which have the effect of law. In the case of conflict between the terms and conditions herein and otherwise applicable State and local law or regulation, this Agreement shall prevail pursuant to Ohio Revised Code §4117.10(A).

ARTICLE 2

RECOGNITION

The City of Cincinnati shall recognize Local 48, Cincinnati Fire Fighters Union, International Association of Fire Fighters, AFL/CIO as the sole and exclusive bargaining agent for all members of the Cincinnati Fire Department in all sworn ranks up to and including members of the rank of District Chief in all matters pertaining to wages, hours of work, fringe benefits and working conditions.

ARTICLE 3

DEFINITIONS

Member or employee shall mean a sworn employee of the Cincinnati Fire Department who is represented by the union.

The male pronoun or adjective where used refers to female also, unless otherwise indicated.

ARTICLE 4

WAGES, FRINGE BENEFITS AND WORKING CONDITIONS

Section 4.1 The wages, fringe benefits and working conditions for employees covered by this Agreement shall be in accordance with the specific articles provided herein. Wage rates under this Agreement are as established for the appropriate classification in Division 2 of Chapter 307 of the Cincinnati Municipal Code.

Section 4.2 Negotiated changes in wages paid to employees covered by this Agreement are established in Appendix A, which is attached hereto and made a part hereof.

ARTICLE 5

MANAGEMENT RIGHTS

The Union recognizes that the employer expressly maintains all management rights set forth in Ohio Revised Code §4117.08(C), 1-9. With respect to those management rights, the City of Cincinnati shall have the clear right to make decisions in all areas, on a unilateral basis, and such decisions, except as provided herein, shall not be subject to the grievance procedure.

The exercise by the City of Cincinnati of, its waiver of, or its failure to exercise its full right of management on any matter or occasion shall not be precedent or binding on the City, nor the subject or basis of any grievance. The City's right of management shall not be amended or limited by any claim or unwritten custom, past practice or informal agreement.

Nothing in this article shall abrogate or alter the other articles of this agreement.

ARTICLE 6

GRIEVANCE PROCEDURE / REVIEW PANEL

A grievance is an allegation that a term or terms of this Agreement have been violated by the City of Cincinnati, the Cincinnati Fire Department or their respective agents or officers. The Union is the sole and exclusive bargaining agent for all members, and the City has expressed its prior intent to refuse to recognize any grievance beyond Step 1 not previously reviewed, approved and filed by the Union. The Union further agrees that it has a duty to represent fairly all bargaining unit members during the administration and enforcement of this Agreement and shall not act in an arbitrary, discriminatory or capricious manner or in bad faith.

Step One: Company Officer or Appropriate Supervisor Level

The grievance must be presented in writing to the Company Officer or appropriate supervisor within ten (10) calendar days of the date on which the grievant became aware of the incident causing the grievance. The Company Officer or appropriate supervisor will attempt to adjust the grievance and must render his decision within ten (10) calendar days of the date the grievance was presented to him. In the event a Company Officer or appropriate supervisor has no authority to adjust the grievance, he shall forward said grievance to the next level of command that does have the authority to adjust the grievance.

In the event the Company Officer or appropriate supervisor fails to adjust the grievance to the satisfaction of the grievant, the grievance shall be presented at Step Two within thirty (30) calendar days from the date on which the grievant became aware of the incident causing the grievance.

Procedure for grievances beyond Step One:

If the grievant is not satisfied with the adjustment, if any, in Step One, and wishes to carry his grievance further, the following provisions shall be observed. The grievance shall be submitted on a Union Grievance Form, with a full statement of particulars, and each succeeding step of the grievance procedure must be initiated within ten (10) calendar days of receipt of the decision being appealed. When any grievance goes beyond Step One, the Union and the City shall meet within ten (10) calendar days after the grievance has been submitted, unless both parties agree that a meeting is not necessary. Once the grievance has been submitted at the Step Two level, no additions or changes may be made to the original statement of particulars as the grievance progresses through additional steps of the grievance procedure.

A written decision shall be made by the higher level of supervisor at each step within ten (10) calendar days of the meeting between the parties.

Step Two: Fire Chief Level.

If the Union is not satisfied with the decision or adjustment at Step One, it shall present the grievance on the Union Grievance Form to the Fire Chief or his designee. The Fire Chief or his designee shall issue a written response within ten (10) calendar days of the date the grievance was presented if there is no meeting between the parties, or, if there is a meeting, within ten (10) calendar days thereafter.

Step Three: Mediation Level.

If the Union is not satisfied with the decision or adjustment at Step Two, the Union may, within ten (10) calendar days after receipt of the Step Two decision, submit

the grievance for grievance mediation in accordance with the procedures in Appendix C. However, parties may mutually agree not to mediate a particular grievance and advance the grievance directly to Step 4 Arbitration Level. If either party requests grievance mediation, the parties shall mediate the grievance in accordance with the procedures in Appendix C.

Step Four: Arbitration Level.

If the Union is not satisfied with the decision or adjustment at Step Two or Step Three, whichever is applicable, it may submit the grievance to the Director of Human Resources or his designee with notice that the grievance is being posted for arbitration, and a copy of a "Request for Arbitration Panel" signed by the appropriate Union officials.

The Director of Human Resources or his designee may adjust the grievance in favor of the Union or submit the matter to arbitration. If the Director of Human Resources or his designee fails to adjust the grievance or sign the "Request for Arbitration Panel," the "Request for Arbitration Panel" shall be filed by the Union, in writing, with the American Arbitration Association ("AAA") or the Arbitration and Mediation Service (AMS) within twenty (20) calendar days from the date the grievance was presented to the Director of Human Resources or his designee, with a copy of said notice to the Director of Human Resources or his designee. The AAA or AMS shall forward a list of nine (9) arbitrators to the parties, and the selection and conduct of the arbitration shall be in accordance with AAA or AMS rules.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provision of this Agreement. He shall only consider and make a

decision with respect to the specific issue submitted to him by the parties, and shall have no authority to make a decision on any other issue not so submitted. To the extent that the arbitrator's decision is in accordance with the provisions of this Section, it shall be final and binding on all parties. The cost of the arbitrator shall be paid by the party whom the arbitrator rules against.

Grievances not filed within stated time limits: Any grievance not filed within the stated limits or grievances not pursued by the Union shall be deemed settled on the basis of the City's last answer. Any grievance not taken up by Management within the stated time limits will be moved to the next step. However, time limits may be extended by mutual agreement between parties if exceptional or unusual circumstances or conditions exist.

Grievances concerning pay step denials: If a grievance on a pay step denial is granted, a gross pay adjustment shall be made to the date the pay step should have gone into effect.

Lawsuits or Administrative Charges: A member filing a lawsuit or administrative charge waives his right to file a grievance or to seek arbitration on the matter in dispute.

Disciplinary Actions: Disciplinary actions that are appealable to the Civil Service Commission may, at the option of member, be appealed to either the Civil Service Commission or taken through the above grievance and arbitration procedure, but not both. If the grievance and arbitration procedure is selected, the grievance may be advanced directly to Step Three or Step Four by mutual agreement of the parties. In the event that the member elects to appeal to the Civil Service Commission, he or she shall have forty (40) calendar days from the date the disciplinary action is served in which to convert the appeal to the grievance arbitration process.

Legal Representation and Witnesses: The Union shall be permitted to have legal representation at any level of the Grievance Procedure beyond Step Two.

The Union and/or grievant shall have the right to have witnesses at any level of the grievance hearing or Review Panel. However, only one (1) on-duty witness shall receive full pay and benefits for all on-duty time spent at the hearing.

Disciplinary actions up to and including twenty-four (24) hours: shall be submitted to either;

The Review Panel or where applicable, the Civil Service Commission ("CSC"). A list of members for the Review Panel shall be established. The list shall consist of members of the Fire Department who are covered by this Labor Management Agreement. They shall volunteer to serve for a period of one (1) year.

~~The city shall not be required to back-fill on overtime for the presence of a~~ member/grievant, witness, or panelist while they are in attendance at a Review Panel hearing.

For each day that reviews are scheduled, three (3) panelists shall be selected by lot by drawing names in the presence of the Fire Chief and the President of Local 48, or their designated representatives. No member who is assigned to the same company or who is related by blood or marriage to a member/grievant shall be eligible to serve on that day's panel. No member who signed off on the members discipline or who is related by blood or marriage to any member who signed off on the discipline shall be eligible to sit on that day's Review Panel.

All cases to be heard by a particular panel shall be identified prior to the selection of the panel. The Panel shall hear all of the cases within fourteen (14) calendar days after

it's selection and shall determine if there was just cause for the disciplinary penalty. The Panel may affirm, reverse or reduce the disciplinary penalty and shall issue its written decision within seven (7) calendar days. The decision of the Review Panel shall be final and binding.

Eligibility to be a member of the Review Panel shall be limited to members with at least three (3) years experience in the Fire Department. Panelists may not have any sustained suspensions or demotions within the previous three (3) calendar years. Each prospective panelist must undergo two (2) hours of mutually developed mandatory training.

The member shall be entitled to a representative of his/her choice and to call witnesses. The Review Panel shall be entitled to review all investigative records, interviews, or any other records relating to the issue to be decided.

All Review Panel members shall be free from coercion, intimidation, discrimination, threats or other detrimental actions based on their activities on the Review Panel.

The Review Panel Rules are outlined in the mutually agreed upon side letter. Changes to the side letter may be made only with mutual agreement between the City and the Union.

ARTICLE 7

UNION BUSINESS

Section 7.1 The City agrees to grant union leave time as personal with pay to Union Officers,

members of Union Committees, and Union Stewards for the purpose of conducting Union business, attending conventions, educational seminars, conferences and other forms of Union business. The maximum amount of time permitted for Union Leave in a calendar year shall be 2000 hours. The usage of this leave time shall be in increments of no less than one (1) hour. Hours used for the attendance by Union Officers at grievance and/or disciplinary hearings, meetings of City sponsored committees, or other mutually beneficial functions shall not be deducted from the 2000 hour annual time bank.

Section 7.2 The President of Local 48, by written notice to the Fire Chief, may elect to be released from all Fire Department duties in order to facilitate items of mutual benefit as well as day to day Union operations. The President of Local 48 shall continue to earn all wages and benefits at his current assignment and position including any promotions. He shall be free to conduct the affairs of Local 48 without being subject to the authority of the management of the fire department or the City of Cincinnati, except as provided herein. In the event that the President chooses not to be released from Fire Department duties, is incapacitated or is on extended military leave, he may appoint a designee from the Executive Board. The designee shall be entitled to and subject to the above guidelines. The designee shall serve for a minimum period of 90 days or for the remaining portion of the President's term, whichever is less.

The President, or his designee shall be required to adhere to the following minimal requirements while conducting the affairs of the Union:

A. Response to emergency recall

B. Maintenance of uniform and required certifications (EMT, etc.)

C. Attendance at court

D. Reporting usual and customary changes for personnel records

E. Adherence to department grooming standards while the President is in the usual and customary in-service training.

F. Attendance at basic in-service training required for the President's grade or rank. The time of attendance shall be by mutual agreement.

G. Adherence to any required residency obligations

H. Maintenance of a valid Ohio driver's license

I. Adherence to basic laws and the standards of conduct set forth in this agreement

Members employed by the City of Cincinnati as of January 15th of the proceeding calendar year shall have deducted from their Vacation Accrual, on a proportional basis, the amount of hours used for Union Business in the prior calendar year. If the president or his designee chooses to be released from Fire Department duties, 2000 hours per year shall be deducted on a proportional basis, from each member's Vacation Accrual.

Section 7.3 Union Stewards.

The Union shall authorize Union Stewards, who will be selected by the Union.

In order to be eligible for benefits outlined in this article, the member must be on the list of Union Stewards and / or committee members. The list of Stewards and Committee members will be provided to the Fire Chief on April 1st of each year. The Fire Chief will be notified of any additions or deletions to the list within 30 days of the change.

Union Stewards shall be permitted to leave quarters in order to investigate alleged violations of this Agreement upon approval of the officer in charge of the District or, in case

of 40 hour Stewards, the officer in charge of their bureau, office or unit. Union Stewards shall be permitted to use the Fire Department phone in the performance of their duties as Union Stewards.

Section 7.4 Union Officers.

Sufficient time off shall be granted to the four (4) Principal Officers of the Union for the purpose of attending and conducting regular and special meetings of the Union. All hours associated with said work shall not be subject to the 2000 hour time bank identified in Section 1 of this Article. In addition, time off shall be granted to the four (4) principal officers of the Union and any other members of the Union Negotiating Team, not to exceed three (3), during the term of deliberation of the Union Negotiating Team. Time off for deliberations may not begin prior to nine (9) months before the contract expiration date. The aforementioned members of the negotiating team shall be granted up to five hundred (500) hours, in the aggregate, in order to prepare for negotiations. All aforementioned time off shall be granted with full pay and shall not be subject to the 2000 hour time bank identified in Section 1 of this article. All notifications for time off for Union Business shall be made to the District Chief prior to actual time being taken. These notifications shall be by email and must be followed by a Form 25-S not later than the member's next tour.

Section 7.5 Bulletin Boards.

The City agrees to share space with the Union on a half and half basis on all new and existing bulletin boards located in Firehouses. The Union shall exercise authority to police their portion of all bulletin boards. The Union shall have the right to have installed, at their expense, additional bulletin boards if they deem it necessary. Those bulletin boards

shall be used exclusively for Union business. The Fire Chief shall have final authority as to the size and location of bulletin boards.

The bulletin boards shall not be used to post items that are derogatory in nature. Department members not included in the Local shall not be permitted to post materials on the bulletin board, nor shall they be permitted to deface any items posted by the Local. Members of the Local shall respect and refrain from posting items on and / or defacing any bulletin boards at any of the firehouses or bureaus. The Union shall promptly remove any inappropriate materials from the bulletin board upon notice by the city.

Section 7.6 Teletype and Telephone.

Upon approval of the Fire Chief, the Union shall be permitted the use of the Fire Department teletype and telephone to transmit to members of the Union items of importance concerning Local 48.

Section 7.7 The Union shall have accessibility to and the right to make copies of all current and future General Orders, Memorandums, Bulletins, Special Notices and Procedures Manual.

Section 7.8 Electronic Mail.

The Executive Board shall have authority to communicate via electronic mail to separate electronic mail lists, including but not limited to all Fire Department members, all Local 48 members and all Uniformed Fire Personnel, provided such communications do not unduly interfere with City work. Any member may elect, in writing, to be removed from the Uniformed Fire Personnel list. Said electronic mail shall also be distributed to the Fire Chief or his designee and is subject to further distribution by the Fire Chief or his designee.

Section 7.9 IAFF Decals

The City shall permit Local 48 members to affix IAFF stickers on the member's fire helmet.

ARTICLE 8

SAFETY

Section 8.1 Safety Committee.

The City recognizes the Safety Committee of the Union and agrees to respond in a reasonable manner to recommendations or proposals of the Committee relating to a member's personal safety and/or the environmental conditions of his quarters. Quarterly Management and Union Safety Committee meetings for the purpose of apprising City Administration of safety and working condition problems within the Fire Department shall be held with attendees to include but not be limited to the Union Safety Committee and representatives from the City Manager's office and the Fire Department. The Chairmanship for these meetings shall rotate between the Union and the City. The Union Safety Committee shall provide the City Manager's office and Fire Administration with a written agenda of items to be discussed at the quarterly meetings not less than fourteen (14) days prior to said meetings.

The City shall release from duty without reduction in pay, no greater than three (3) members from any shift when the scheduled monthly Union Safety Committee meetings and quarterly Union/Management Safety Committee meetings are held during on-duty hours.

Section 8.2 Sanitation, Maintenance and Upkeep.

The City agrees to supply and make available all material required in the day-to-day maintenance and upkeep of all Firehouses. The City furthermore agrees to supply all items necessary to maintain a satisfactory, sanitary condition of all quarters within all Firehouses. The City also agrees that Fire Department facilities shall be treated for roaches and/or vermin.

Section 8.3 Safety Responsibility.

It is the responsibility of the City to provide and maintain safe working conditions, tools, equipment and work methods for its employees. No member of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or the environmental conditions of his quarters. Members shall notify Fire Department Administration through the chain of command prior to filing a complaint with the Union Safety Committee. The City shall make every effort to implement recommendations that come from joint quarterly Management and Union Safety Committee Meetings.

Section 8.4 Access to Reports.

The Union Safety Committee shall be given a copy of all injury reports (91-S) City of Cincinnati, Supervisor Investigation of Employee Injury, that are a result of on-duty injuries, provided that the injured employee provides written permission to release the form 91-S to the Union.

Section 8.5 Items of personal protective equipment to be provided by the City shall meet specifications agreed upon by the City and the Union Safety Committee. Such items shall include, but not be limited to, helmets, gloves, flashlights, turn out coats, pants, protective

hoods, and boots. Radios and apparatus specifications are proper subjects of discussion for the Safety Committee, subject to final selection by Management.

Section 8.6 The City agrees to provide each fire fighter with two (2) sets of personal protective equipment (PPE) coat and pants.

Section 8.7 The City agrees to provide each fire fighter in the quartermaster system with one pair of leather fire fighting boots and one pair of rubber fire fighting boots. The City agrees to maintain both pairs of boots.

Section 8.8 The City agrees to provide each fire fighter with two (2) protective hoods and two (2) pairs of firefighting gloves.

Section 8.9 The City agrees to provide each member with the appropriate individual SCBA face piece, and Hepa Mask. The City also agrees to provide Fit Testing annually on all provided masks.

Section 8.10 The City agrees to perform annual service and performance testing on items such as aerial ladders, ground ladders, and fire apparatus pumps.

ARTICLE 9

ANNUAL STEP-UPS

A salary step-up in the classification of Fire Fighter, unless denied, shall become effective on the first day of the anniversary pay period of the employee's date of hire or most recent step-up.

Promoted personnel in the Fire Department shall be immediately advanced to the highest pay rate available for the classification to which the member is promoted.

ARTICLE 10

LUMP SUM TERMINAL LEAVE BENEFIT

Upon retirement, a member may convert any amount of sick leave time to pay, at the rate in effect for the classification and certification from which he is retiring, on an exchange basis of two (2) hours of sick leave for one (1) hour of compensation. In no event shall a member have the right to convert more than 1,540 hours of sick leave time to compensation. No member shall be paid for more than 770 hours of converted accumulated sick leave.

Members working a 40 hour work schedule shall be permitted to convert 1,284 hours of accumulated sick leave on the basis of two (2) hours of sick leave for one (1) hour of compensation at the 40 hour rate of pay in effect for the classification and certification from which he is retiring.

Employees shall be permitted to cash in the maximum balance allowed for their length of service listed in Article 29, Section 3, at the rate in effect for the classification and certification from which the employee is retiring or being separated. Any accumulation above these listed hours shall be forfeited upon separation for any reason.

All members who work a 48 hour work schedule shall be permitted to cash in a maximum of 360 hours of Holiday repay time at the rate of pay for the classification and certification from which he is retiring or being laid off. Members who work a 40 hour work schedule shall be permitted to cash in a maximum of 300 hours of Holiday repay time at the rate of pay for the classification and certification from which he is retiring or being laid off.

Upon retirement or lay-off, members shall be permitted to cash in any compensatory time accumulated at the 40 hour rate of pay in effect for the classification and certification from which

he is retiring or being laid off.

This Article shall apply to members retiring on length of service retirement, disability retirement or deferred retirement. Sick with Pay Retirement benefits shall not apply to deferred retirements unless the retiree has at least 25 years of service, which shall include military time purchased and/or prior city service time purchased.

All sworn employees of the Cincinnati Fire Department who elect to retire may choose to voluntarily cease active duty employment and remain on the payroll until they have used all of their accumulated leave time (vacation, holiday, compensatory time). If this option is chosen, their position shall immediately become vacant and, if applicable, shall immediately be filled through the existing promotional process.

The member shall continue to be eligible for medical, dental and vision insurance coverage as outlined in this agreement. The City and member shall continue to contribute their portion to the Ohio Police and Fireman's Disability and Pension Fund. The member shall not continue to accrue vacation, sick leave, holiday, compensatory time, working out of rank, SRA allowances, training or Certification Pay. The member shall still be eligible to convert his sick leave time to pay in accordance with this article.

Members utilizing this option shall not be counted in the daily vacation, holiday and compensatory time leave caps as outlined in Article 29 of this agreement.

ARTICLE 11

OVERTIME AND COMPENSATORY TIME

Section 11.1 Overtime.

A. In the event that a need for overtime should occur in the Fire Department because of emergency, sickness or other unforeseen conditions, overtime or compensatory time shall be paid in accordance with Section 2 (C) of this Article. Overtime shall be paid at a rate of one and one-half (1 ½) times the forty (40) hour rate of pay, and compensatory time shall be paid at the rate of one and one-half (1½) hours per hour worked. Any overtime worked shall require the payment of one (1) hour overtime pay or one and one-half (1 ½) hour of compensatory time. Any overtime worked beyond one (1) hour shall be paid at one and one-half (1 ½) times the forty (40) hour rate of pay or in compensatory time at the rate of one and one-half (1 ½) hours per hour worked. Cleanup time spent in preparation of going off duty shall be considered overtime if occurring after normal shift change.

A member shall have the option of staying in the firehouse and receiving one (1) hour pay at the overtime rate or, if less than one (1) hour, leaving upon completion of his duties and cleanup and receiving pay at the overtime rate for the time spent past his normal shift change. This overtime pay will be broken into six (6) minute increments for purposes of payroll and will be paid to the next highest increment. Upon completion of an investigation which results in an exposure to

contaminants, an ECU Investigator or Fire Investigator shall be entitled to one (1) hour pay at the appropriate applicable rate of pay in order to cleanup at a firehouse prior to completion of his/her duties.

B. A member shall not be entitled to overtime compensation if the claim for overtime compensation results from the member's unnecessary delay or neglect.

C. The City shall make every effort to make overtime payments not later than the pay period following the pay period during which the overtime compensation is earned.

Section 11.2 Monetary Overtime and Compensatory Time for Official Off-time Duties.

A. All members of the Cincinnati Fire Department shall receive monetary overtime or compensatory time for official duties performed on their scheduled off-time, vacation or holidays when they:

i. Are required to appear in Court arising from their duties.

ii. Are required to be a witness at any disciplinary hearing or any investigation.

iii. Are a defendant to any disciplinary hearing or investigation in which the charges are dropped by the City of Cincinnati or the Cincinnati Fire Department or which charges are ultimately disproved.

iv. Are required to attend any Fire Department meeting, seminar or training session.

v. Are required to give demonstrations, lectures or attend meetings concerning the activities or personnel of the Cincinnati Fire Department.

vi. Are required to take specialized training to maintain required certifications or qualifications.

vii. Are required to perform fire prevention, Fire Investigation (excluding the on call Fire Investigator), Environmental Crimes Unit Investigation, or fire protection services that are required by the Fire Chief.

viii. Are required to staff fire suppression, rescue or paramedic apparatus due to recall of any nature.

ix. Are required to be a witness or attend a grievance hearing.

B. Monetary Overtime or Compensatory Time as applied to Section 2 (A) of this Article shall be a minimum of four (4) hours which shall result in six (6) hours time off or six (6) hours straight time pay at the member's 40 hour rate of pay.

C. The city shall have the prerogative of paying a member in compensatory time or monetary overtime pay when more than twelve (12) hours of overtime are worked per occurrence. When twelve (12) hours or less of overtime are worked per occurrence, the member may elect to receive either monetary overtime pay or compensatory time. All overtime worked in connection with reimbursable events or reimbursable training shall be compensated in monetary overtime rather than compensatory time.

D. Upon promotion, members of the Fire Department shall elect to be paid for any compensatory time balance at their rate of pay in effect prior to being promoted or have their compensatory time balance adjusted. The adjusted balance shall be equal to the old balance in value, and the hours shall be prorated so that the old

balance times the rate of pay previous to the promotion is equal to the new balance times the new rate of pay. Upon voluntary or disciplinary demotion, a member's compensatory time balance shall not change.

E. Except as provided in Section 2 (A) (v), members required to attend Community Problem Oriented Policing (CPOP), Cincinnati Neighborhood Action Strategy (CNAS) or Community Council meetings shall receive overtime pay for the length of time required to attend the meeting, plus one-half (½) hour for travel time.

Section 11.3 Use of Compensatory Time for Suppression Members

The only criteria for denial of a member's request for use of Compensatory Time shall be the following:

A. To use compensatory time, members shall request said time from the District Chief no greater than 0600 hours, twenty-one (21) days in advance and no less than seventy-two (72) hours prior to the beginning of the tour of duty of the requested leave. The basis for this pick shall be first request

B. Compensatory time must be used in either twelve (12) or twenty-four (24) hour increments. Compensatory Time shall only be requested in time slots from 0700 hrs to 1900 hrs or 1900 hrs to 0700 hrs. Members may request either or both of the time slots available.

C. No requests for the use of compensatory time may be made for Martin Luther King Day, New Year's Eve Day, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day,

Christmas Eve Day and Christmas Day and/or city-sponsored special events of Riverfest, Tall Stacks, Taste of Cincinnati, Oktoberfest, and one (1) other city-sponsored special event. No requests for compensatory time shall be granted if it would cause the maximum set forth in Article 29, Section 29.5(H) to be exceeded. No requests for compensatory time may be made during emergency situations. During holiday, special events and emergency situations, the granting of compensatory time would create an unduly disruptive burden on the Fire Department. Such time off would greatly impact on the ability of the Fire Department to provide emergency service to the public.

Section 11.4 Upon reaching one hundred (100) hours, for 40 hour per week members, or one hundred twenty (120) hours, for 48 hour per week members, accumulation of compensatory time, a period of six (6) months shall be given for a member to use any additional accrued compensatory time above the 100/120 hour ceiling. If the member cannot be given the time off in the six (6) month period, the City shall pay the member at the 40 hour rate of pay for the time accrued above the 100/120 hour ceiling that he has accumulated but was unable to take off. SWP or IWP time shall not be counted in determining a six (6) month period.

Section 11.5 In lieu of Gray Days, all members of the Cincinnati Fire Department employed on a 40 hour work schedule, except those members assigned to a Limited Duty position, shall be granted forty (40) hours Compensatory Time per calendar year.

ARTICLE 12

RESIDENCY

All members of the Cincinnati Fire Department shall reside within the boundaries of Hamilton County.

If the Court of Final Appeal does not rule in favor of the City in Case # A0604513, members shall be permitted to reside in Hamilton, Butler, Warren, or Clermont Counties in the State of Ohio.

If the Court of Final Appeal does rule in favor of the City, current contract language (e.g. residence in Hamilton County) remains.

ARTICLE 13

WORKING OUT OF CLASSIFICATION

Any sworn member of the Cincinnati Fire Department who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, up to and including District Chief, shall be paid at the rate of pay for that position or rank while so acting if the vacancy in which he is acting lasts for four (4) continuous hours or more, with the exception of Fire Lieutenants. The member(s) are to be paid for the first four (4) hours worked in the vacancy and all other continuous hours worked thereafter in the higher classification.

Fire Fighters working out of classification in a Captain's position shall receive Lieutenant's pay. Fire Lieutenants working out of classification in a Captain's position shall not receive Out of Classification pay. All out of classification assignments shall be made by the District Chief and shall be based on the Immediate Supervisor's recommendation.

ARTICLE 14

CITY SECURITY

It is understood that the services performed by the Fire Department are essential to the public health and welfare; therefore, the Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike or picketing against the City or any slowdown or other interruption of, or interference with, the normal functions of City services. The City agrees to do nothing to intentionally interrupt or prevent the continuity of services in the Fire Department insofar as such service is required in the normal and usual operation of the City.

If this Article shall later be declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted state legislation, the City and Local 48 agree to meet within thirty (30) days of the invalidation for the purpose of negotiating this Article.

ARTICLE 15

INTEGRITY OF AGREEMENT

This Agreement represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. During the term of this Agreement, neither the City nor the Union shall be required to negotiate on any other subjects set forth in this Agreement unless mutually agreed by both parties.

Should any provision of this Agreement be found to be inoperative, void or invalid by a

court of competent jurisdiction, the Union and the City shall immediately meet and renegotiate the provision. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16

FIRE FIGHTER HEALTH AND WELLNESS

Section 16.1 Members shall not be required to take physicals or other non-duty related medical evaluations at Employee Health Service.

Section 16.2 The City of Cincinnati and Local 48 agree to conduct a joint Heath and Wellness Program, in accordance with the attached Letter of Agreement, to include but not be limited to a physical, a complete medical evaluation, a recommended exercise program, and subsequent comprehensive medical, fitness and behavioral program.

For the purpose of the Fair Labor Standards Act, activities conducted as part of the Health and Wellness Program shall not be considered an extension of fire fighting duties for which compensation is required.

The results of the Health and Wellness Program shall be periodically reviewed by the LMC to determine future feasibility, expansion or implementation.

Section 16.3 Any study or report regarding the health of fire fighters utilizing information gathered by Employee Health Service shall be submitted to Local 48 and the Safety Administration ninety (90) days prior to publication or release. Further, any such study or report shall conform to all Federal, State and Local laws and regulations related to patient's confidentiality.

ARTICLE 17

CLOTHING AND EQUIPMENT

Section 17.1 All sworn members of the Cincinnati Fire Department shall receive from the City, without cost, their first official uniforms and equipment, including but not limited to recruit uniforms, dress uniforms, four (4) sets of fatigue uniforms, articles of PPE, one (1) reflective rain coat and one (1) fatigue jacket with liner. Upon leaving the Cincinnati Fire Department, personal official equipment, except as provided below, shall be returned to the Cincinnati Fire Department. Members leaving the Fire Department due to disability or length of service retirement shall be given a retiree ID card, their badge and helmet at no cost to them. Those assigned a service weapon at that time shall have the option to purchase said weapon for one dollar ($1.00).

Section 17.2 Any and all items of apparel or equipment that are required for any sworn member of the Cincinnati Fire Department in the performance of duty shall be provided, free of charge, by the City. A standing joint Management and Union Uniform Committee shall be formed and consist of equal representation from the Union and Fire Administration, in addition to the Fire Chief, who shall be the Chairman. The joint Uniform Committee shall meet on a quarterly basis to determine the uniform requirements throughout the life of the Agreement. The joint Uniform Committee shall determine the standard and elective issue of clothing and develop an elective uniform item selection process. Members should collect elective issue items from the supplier on off-duty time. The City shall make every effort to implement recommendations that come from joint quarterly

Management and Union Uniform Committee Meetings.

Section 17.3 Members working on the tour system, and others approved by the Fire Chief, shall be permitted to wear approved t-shirts or polo shirts as an optional uniform shirt. District Chiefs shall be permitted to wear polo shirts anytime during their shift or T-Shirts anytime during their shift or T-shirts after 1700 hours.

Section 17.4 If the City discontinues the quartermaster system, the City shall provide to sworn members of the Cincinnati Fire Department clothing allowance installment payments of $300.00 on or before the next April 1 or October 1, and on or before each April 1 and October 1 thereafter, until the expiration of this Agreement. Such a change to the clothing allowance is contingent upon vendor obligations of the City.

~~Section 17.5 All members shall be in the quartermaster system. The chief shall choose~~ between class A, Class B, fatigues or civilian clothing for all 40 hour members. When the Fire Chief determines it is necessary for the employee to wear civilian clothing at least one day during the six month periods designated below, the employee will receive a clothing allowance of $300.00 for the applicable period(s) on or before April 1 and October 1. Members required to wear class B uniforms shall be provided clothing through the quartermaster system.

Section 17.6 Whenever the uniform or official equipment is damaged in the performance of the employee's duties it shall be replaced at no cost. Whenever civilian clothing, when the assigned duties require the wearing thereof, or personal equipment is damaged or stolen during the performance of an employee's duties, the employee shall be reimbursed to the extent of the loss suffered in any sum not to exceed two hundred fifty dollars $250.00 per

occurrence.

ARTICLE 18

TRANSFERS AND COMPANY DETAILS

Section 18.1 Transfers.

A. Members at the rank of Fire Fighter 1 and below shall not hold a permanent position. Members at the rank of Fire Fighter 1 and below shall be assigned by the Fire Chief or his designee. Members at the rank of Fire Fighter 1 shall be permitted to file transfer requests no sooner than thirty (30) days prior to their anticipated pay step up to Fire Fighter 2. Members at the rank of Fire Fighter 1 and below shall not be considered for transfer to a permanent assignment prior to receiving a step up to Fire Fighter 2. Said transfers shall be in accordance with all other provisions of this Article.

B. Engine, Ladder and ARFF Companies: When a transfer of a member to an Engine, Ladder or ARFF Company position is to be accomplished and when such is consistent with the effective and efficient operation of the Fire Department, the transfer to the position to be filled will be made from those personnel who requested it in writing. Such transfer shall be based upon seniority in grade.

C. Specialized Companies: When a transfer of a member to Engine 14, Heavy Rescue 14 or Heavy Rescue 9 is to be accomplished and when such is consistent with the effective and efficient operation of the Fire Department, the transfer to the position to be filled will be made from those personnel who requested it in

writing. Such transfer shall be based upon seniority in grade and certification or certification agreement (Appendix D).

D. EMS Field Coordinators including, but not limited to, ALS 34: When a transfer of a member to an EMS Field Coordinator position is to be accomplished and when such is consistent with the effective and efficient operation of the Fire Department, the transfer to the position to be filled will be made from those personnel who requested it in writing and who also hold a State of Ohio paramedic certification. Such transfer shall be based upon seniority in grade.

E. Other 48 Hour Positions including, but not limited to, Suppression District Chiefs: Notwithstanding the above, when the transfer of a member to any position that is to be assigned in the 48 hour work schedule, as set forth in Article 22, Section 22.2, is to be accomplished and when such is consistent with the effective and efficient operation of the Fire Department, the transfer to the position to be filled will be made from those personnel who requested it in writing. Such transfer shall be based upon seniority in grade.

F. 40 Hour Positions: When a transfer of a member to a 40 hour position is to be accomplished and when such is consistent with the effective and efficient operation of the Fire Department, the transfer to the position to be filled will be made from those personnel who requested it in writing. Such transfer shall be based upon qualifications for the position and seniority in grade. The City shall post the list of qualifications for each position prior to the position being filled.

G. Transfer Incentive: Members who agree to transfer to a firehouse which

would, in the opinion of the Fire Chief, increase racial diversity at that house will be entitled to sell back up to four (4) holidays per year, in addition to that provided in Article 29, for each full year that they remain in such transfer assignment. Payment will be made on an hour for hour basis at the rate of pay in effect for the member. Members must make notification of their intent to sell holiday repay time back to the City by November 15 of each year and payment will be made the following January. A member shall be eligible for transfer incentive for a maximum of three (3) years.

Section 18.2 Transfers and Vacation / Holiday.

Members transferring or changing units shall retain their previously selected Vacation or Holiday assignments.

Section 18.3 Members of the Fire Department shall be permitted to have on file, no more than five (5) transfer requests at any given time. A notice of receipt by the Personnel Bureau shall be sent to any member requesting transfer. Transfer requests shall be on file or rescinded in writing no less than ten (10) days (240 hours) prior to the effective date and time of transfer. Transfer requests by members who have been involuntarily transferred shall remain on file until rescinded in writing. Transfer lists shall be generated every 3 weeks and shall become effective every Unit 1 Sunday.

Section 18.4 Upon written notification to the Fire Chief's office of a member's intended separation, the vacancy shall be published to the members in a timely manner.

Section 18.5 No member shall be administratively transferred for disciplinary reasons. Administrative transfers deemed necessary by the Fire Chief shall be approved in advance

by the member's immediate supervisor, the member's District Chief (if applicable), and the Personnel Bureau Assistant Chief. Administrative transfers may be appealed by the member to the Review Panel as provided in Article 6. Members who are administratively transferred may not return to the assignment that they are transferred from for a period of two years.

Section 18.6 Company Details.

Members of the Cincinnati Fire Department who are detailed from one company to another must report to the new company at 0700 hours, provided the member has received 48 hours prior notice.

Section 18.7 Transfer exchanges for forty-eight (48) hour Operations Bureau personnel shall be permitted on a basis of seniority and transfers on file.

Section 18.8 After twenty (20) years of service to the Cincinnati Fire Department and fifteen (15) continuous years of service as a Cincinnati Fire Department paramedic, members shall no longer be required to be detailed to a Medic Unit. Members may still voluntarily take details to a Medic Unit.

Section 18.9 After twenty (20) years of service to the Cincinnati Fire Department and eighteen (18) years of service as a Cincinnati Fire Department EMT, members shall no longer be required to be detailed to a Medic Unit. Members may still voluntarily take details to a Medic Unit.

ARTICLE 19

INJURY WITH PAY

Section 19.1 A member disabled in the performance of his duty, including disabilities resulting from contagious diseases, shall, upon recommendation of the Employee Health Physician, be entitled to his salary in full for the period of disability not to exceed one (1) year. This period may be extended by the City Manager for up to one (1) additional year if the member is a bed patient in the hospital or has a realistic prognosis of returning to duty during the second year. The member may submit for consideration medical records from member's personal/treating physician regarding IWP, and the Employee Health Physician shall include and consider these recommendations in IWP determination.

~~Section 19.2 If the Employee Health Physician and the member's treating physician are in~~ disagreement regarding a duty related injury determination, the City and the member will mutually select a third physician to resolve the disagreement as to whether the member's injury is work related. The cost of such evaluation and/or examination by the mutually agreed upon third physician shall be borne equally by the City and the member on a pre-paid basis. The decision of the third physician shall be final and binding upon the City, the Union and the member. Upon submission of a reoccurrence of an injury by a member, the city shall not deny IWP benefits solely on the basis of the denial of the original injury by EHS. Pending a final determination, the affected member may use SWP or, if SWP is exhausted, holiday, vacation or compensatory time.

The third physician procedure shall not apply to occupational disease claims not related to a specific on duty incident or the member's ability to return to work on limited or

unrestricted duty.

Section 19.3 No time shall be deducted from a member's sick leave balance while he is on injury with pay. Members shall accumulate vacation and holiday credits while on injury with pay and shall be entitled credit toward Longevity and Service Requirement Allowance and Clothing Allowance.

Section 19.4 If the disability for which the member was placed on injury with pay results in retirement, the member shall be permitted to cash in, at the rate of two (2) hours of sick leave for one (1) hour of pay, that sick leave balance carried by the member at the effective date of separation from the Fire Department as recommended by the Employee Health Physician at the rate of pay in effect for the classification from which the member is retiring. ~~In no case shall the member be permitted to cash in any more than 1,540 or 1,284 hours~~ according to the member's work schedule. This clause shall not restrict the right of a member to use his sick leave on a day for day basis until it is exhausted.

Section 19.5 Members of the Fire Department on injury with pay shall not accumulate sick leave time.

Section 19.6 Members who are injured on duty and are treated by the Employee Health Physician or in a hospital emergency room shall be sent home that day. However, if it is the opinion of EHS that a member evaluated for a minor injury or possible exposure may return to full duty and the effected member concurs, the member shall return to work immediately.

ARTICLE 20

SERVICE REQUIREMENT ALLOWANCE

Section 20.1 Members shall be entitled to compensation for any uniform item not provided by the quartermaster system, maintenance of uniforms, and use of personal items for authorized Fire Department duties, other incidentals, and occasional usage of personal automobiles by fire suppression members. The Service Requirement Allowance shall equal one and one-half percent (1.5%) of the base salary of the rank of Fire Fighter 4.

Section 20.2 In case of death, retirement, dismissal, layoff or resignation, the employee shall be paid for the number of months worked on a pro-rata basis.

Section 20.3 Payments shall be made by separate check annually on or before December 1.

ARTICLE 21

PERSONNEL SERVICE JACKET

Section 21.1 Removal.

A. Written Reprimands and Lesser Discipline: Upon written request from an employee who has had no disciplinary actions within the last twelve (12) months, all disciplinary action less than a written reprimand shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Upon written request from an employee who has had no disciplinary actions within the last two (2) years, all previous written reprimands shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Records noted in this section shall not be considered in any

future disciplinary action, provided that no subsequent disciplinary actions have occurred during the applicable period.

B. Single Tour Suspensions or Equivalent Loss of Vacation or Holiday Time: Upon written request from a 48 hour employee who has had no disciplinary actions within the prior three (3) years, all records of single tour suspensions and lesser disciplines shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Upon written request from a 40 hour employee who has had no disciplinary actions within the prior three (3) years, all previous disciplinary actions which are equivalent to a single tour suspension plus all lesser disciplines shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Records noted in this section shall not be considered after three (3) years, in any future disciplinary action, provided that no subsequent disciplinary actions have occurred during that period.

C. Multi-tour Suspensions or Equivalent Loss of Vacation or Holiday Time: Upon written request from a 48 hour employee who has had no disciplinary actions within the prior six (6) years, all records of multi-tour suspensions and lesser disciplines shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Upon written request from a 40 hour employee who has had no disciplinary actions within the prior six (6) years, all previous disciplinary actions which are equivalent to a multi-tour suspension plus all lesser disciplines shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Records noted in this section shall

not be considered after six (6) years, in any future disciplinary action, provided that no subsequent disciplinary actions have occurred during that period.

D. Disciplinary Action Involving Serious Vehicular and/or Criminal Offenses: Upon written request from an employee who has had no disciplinary actions within the prior six (6) years, all records of disciplinary action involving serious vehicular and/or criminal offenses and lesser disciplines shall be stricken from the company diary, the District Chief's records and the employee's personnel jacket. Records noted in this section will not be considered after six (6) years, in any future disciplinary action, provided that no subsequent disciplinary actions have occurred during that period.

E. Unsubstantiated Charges: Any charge or entries that are concluded to be unfounded, not substantiated or not sustained shall be destroyed and not entered in the employee's service jacket.

Section 21.2 Inspection by Employee.

An employee shall be permitted to inspect and examine all copies, original included, of his service jacket once per calendar year. Employees may inspect their own service jacket upon written request to the Fire Department Personnel Officer.

Section 21.3 No new form of disciplinary action will be created during the life of this agreement without prior agreement of the union.

ARTICLE 22

HOURS OF WORK

Section 22.1 The work week for all sworn employees assigned to a 40 hour work schedule shall be four (4) days a week, ten (10) hours a day.

Any employee who is assigned to "on-call" status shall be furnished a city vehicle to carry out his duties, or compensated for the use of his private automobile at the same rates provided for in Article 32, Section 5 for use of their private automobiles while on city business.

An employee while in the on-call status shall be granted compensatory time at the rate of one (1) hour compensatory time for each three (3) hours or portion thereof spent in the on-call status. Members called to duty while on call will receive pay for time worked at their regular hourly rate through the first eighty-six (86) hours in paid status during a pay period and at the overtime rate for hours worked thereafter.

Section 22.2 The work week for all employees assigned to a 48 hour work schedule shall be a 24 hour tour of duty followed by 48 hours of continuous time off, and shall be granted every seventh working tour off so that after an employee's sixth tour of duty, he shall be granted 120 hours of continuous time off.

Exceptions:

A. Members assigned to Limited Duty from an on-duty injury shall be assigned to a work schedule of four (4) days a week, ten (10) hours a day. Members assigned to Limited Duty from an off-duty injury or illness shall be assigned to a schedule of five (5) days a week, eight (8) hours a day.

B. In order to facilitate normal Fire Department operations, the work week for a member may be altered due to transfer, Unit change or Kelly Day change. Said members shall work six (6) tours in the 21-day FLSA cycle in which the transfer, Unit change or Kelly Day change occurs.

C. By mutual agreement of the member and the Fire Chief or his designee, the normal schedule may be altered temporarily to accommodate a special circumstance or assignment.

Section 22.3 In the event of an emergency, the City retains full authority to adjust the work day, work week, or vacation / holiday schedule as it deems necessary for an adequate response to the emergency condition.

ARTICLE 23

LABOR – MANAGEMENT RELATIONS

Section 23.1 In the interest of furthering harmonious relations, the Executive Board of Local 48 and the Fire Department Administration shall meet no less than quarterly during the year. These meetings shall be for the purpose of discussion of issues relating to the Fire Department and its relationship with the Union. Either side shall notify the other at least fourteen (14) days in advance of the date of the meeting and exchange an agenda of the items that side intends to discuss.

Section 23.2 The Fire Department shall notify the Union of any new issue of, revision or amendment to Fire Department rules, regulations, memorandums, General Orders or Procedures Manual changes that would affect any Article of the Labor/Management

Agreement. Upon written request of the Union, the Fire Department and the Union shall meet and confer concerning such proposals prior to implementation. The Union shall make such written request within fourteen (14) calendar days of said notification. Upon Fire Department compliance with this provision, nothing shall restrict the right of the Fire Department to implement such changes so long as they do not violate any provision of this Agreement. Changes necessitated by emergency conditions may be temporarily imposed until the conditions of this provision have been met.

Section 23.3 Local 48 and the City shall establish a Labor/Management Committee ("LMC"). The LMC shall be comprised of at least five (5) representatives of Local 48, who shall be appointed by the Executive Board, and at least five (5) representatives from the City, who shall be appointed by the City Manager. The LMC shall meet at least quarterly and address issues of significant concern to Local 48 and/or the City. The principles of the Interest Based Bargaining model will be employed as the means for problem solving and a mutually agreed upon mediator may be utilized. The LMC shall be empowered to monitor contractual compliance, to resolve issues, to recommend resolutions of issues, or to identify contractual issues that may be deferred for future negotiations. It is the intent of this article and the LMC to enhance labor/management relations by providing a forum that seeks to resolve issues based on the common interest of both parties.

ARTICLE 24

TRADING OF TOURS

Members of the Cincinnati Fire Department shall have the discretion of originating trades, with the right to trade up to four (4) consecutive tours. Kelly Days shall not be considered as tours of trade.

A. Emergency, partial tour and one (1) tour trades shall be submitted to the District Chief.

B. Three (3) calendar days notice shall be required for one (1) and two (2) tour trades and shall be submitted to the District Chief.

C. More than two (2) tours of trade shall require a six (6) calendar days notice and shall be approved by the Fire Chief or his representative.

D. Trades shall be made on a rank for rank basis with the exception of Lieutenants and Captains.

E. Members on holiday or vacation leave shall be permitted to trade with other members.

F. Members shall be permitted to trade before and/or after beginning or ending holiday or vacation leaves.

G. Members who have been scheduled to attend Fire Department training programs shall not be permitted to trade tours when they are scheduled to attend such sessions.

H. Any member who cannot fulfill an obligated trade due to injury or illness shall notify the District Chief and obtain a medical verification of injury or illness.

The physician's verification of injury or illness must be obtained three days prior to, or three days after the day the member requested sick leave. The verification must be submitted within 14 days from the date the member returns to duty. An approved physician's verification of illness or injury shall consist of one of the following;

1. A note on a Doctor's letterhead or prescription pad that stated the member was seen and was ill or injured. There must also be a printed, stamped, or signed name of the physician or physician's assistant on the verification.
2. An Explanation of Benefits Form (EOB) from the current health insurance provider. The diagnosis code may be blacked out.
3. A form WH-380 verifying FMLA, for each instance.
4. Any other mutually agreed upon form during the life of this agreement.

I. Any member who becomes aware, at least twenty-one (21) days in advance of a scheduled trade, that he cannot fulfill the trade obligation shall notify the member initiating the trade and the initiating member's District Chief at least 21 days in advance of the traded tour, and such trade shall be considered cancelled. The initiating member shall confirm cancellation of the trade with his District Chief.

J. Upon two (2) occurrences of a failure to fulfill an obligated trade within a twelve (12) month period, the member's trade privilege may be revoked for

twelve (12) months from the date of the second occurrence. Members losing trade privileges may not originate trades or participate in new trades, but are responsible for repayment of trades. Members who fail to fulfill two (2) or more trade obligations due to the same injury or illness may appeal the twelve (12) month trade revocation to the Human Resources Bureau Assistant Chief for reinstatement of trade privileges.

K. Any member who agrees to a trade and is absent or late in reporting to duty for reasons other than those stated in Paragraph H shall be considered AWOL.

L. District Chiefs shall have full discretion to approve all emergency trades [trades arranged less than seventy-two (72) hours in advance] and, if approved, the member initiating the emergency trade shall not be subject to discipline.

M. District Chiefs shall have full discretion in the scheduling of missed trade obligations.

ARTICLE 25

LONGEVITY PAY

All sworn members of the Cincinnati Fire Department shall be paid compensation for length of continuous service in the employment of the City of Cincinnati as follows:

A. After completion of eight (8) years of continuous service, the sum of $700.00 per annum.

B. After completion of fourteen (14) years of continuous service, the sum of $800.00 per annum.

C. After completion of twenty (20) years of continuous service the sum of $1,200.00 per annum.

Said compensation for length of service shall be included in salary and shall be paid on or before the first day of December of each year, beginning with the calendar year in which the employee completes on or before December 31 a term of service set forth in items (A), (B), and (C) above.

In case of death, retirement, resignation, layoff or dismissal, the employee shall be paid for the number of months on the payroll on a prorated basis.

ARTICLE 26

SHIFT DIFFERENTIAL

All sworn members of the Cincinnati Fire Department assigned to a 40 hour work schedule shall receive an additional $0.40 per hour for all shifts worked which end after 6:00 P.M.

ARTICLE 27

UNION SECURITY

Section 27.1 The Director of Finance is hereby authorized to deduct union dues from the salary or wages of any Fire Department employee who belongs to Local 48 in accord with a written authorization filed with the Director of Finance requesting such deduction. Said authorization shall remain in effect unless revoked in writing by the member. Upon such revocation, the Director of Finance shall notify Local 48 that the authorization for union dues deduction is no longer in effect.

A. The Director of Finance shall promulgate rules and regulations for the

administration of this voluntary checkoff of wages, including, but not limiting it to, the preparation of necessary forms and the times for filing of the authorization for the deductions or the time for the filing of the cancellation of a deduction.

B. There shall be no cost to the Union for the collection of dues and the collected monies, in an amount equal to what is collected, shall be sent to the Union as soon as possible following the date that such dues deductions were made.

C. There shall be provided, at no cost to the Union, four (4) payroll deduction fields for the purpose of consensual assessment of the membership. The assessment process will fall within the parameters delineated in the aforementioned sections of this article. The collection and expenditure of funds will be ethical and lawful in accordance with Federal Law, State Law and the City Charter, Ordinances or Administrative Code.

Section 27.2 Fair Share Fee.

A. All employees in the bargaining unit who are not or who do not become members in good standing of the Cincinnati Fire Fighters Union Local 48, International Association of Fire Fighters, shall pay a fair share fee to the Union effective the employee's date of hire. Local 48 shall certify to the City annually during the term of the Agreement the fair share fee for applicable non-member employees of the Fire Department. The monthly fair share fee shall be certified to the City Treasurer by the Union.

B. The fair share fee shall be deducted by the City and remitted during the same period as Union dues are remitted, at no cost to the Union.

C. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment of fair share fees shall be made in accordance with this Article and with the provision of Ohio Revised Code §4117.09(C).

D. Local 48 will indemnify and save the City harmless from any action commenced by an employee against the City, or the City and the Union jointly, arising from the deduction of the fair share fees as agreed in this Article, subject to the following provision:

i. the City promptly notifies the Union of any claim made against the City;

ii. the City permits the Union to undertake the defense of any claim;

iii. this Agreement does not indemnify against unlawful conduct by the City.

ARTICLE 28

SICK LEAVE WITH PAY

Section 28.1 All 40 hour employees of the Cincinnati Fire Department shall accrue four (4) hours sick leave per pay period and all 48 hours employees of the Cincinnati Fire Department shall accrue 4.8 hours sick leave per pay period. There shall be no restriction as to the number of sick leave hours a member may accumulate.

Section 28.2 Sick leave shall be granted for the following reasons:

A. SWP: Any physical or mental disability not willfully or intentionally

provoked by the member, preventing the performance of his duties.

B. SWP-Q (Quarantine): Exposure to contagious diseases which result in official quarantine.

C. SWP-F (Family): To care for a sick member of the immediate family. Such time shall not exceed twenty-four (24) hours per illness or instance.

D. SWP-M (Maternity): In the event that a member gives birth, the City's maternity leave provisions shall prevail. In the event of a birth, the father may take up to twenty-four (24) hours of leave time on the day of the birth or the day following the birth and up to twenty-four (24) hours on the day of discharge (of the mother or child) from the hospital or the day following, provided that they are working days for the member. This leave time will be charged to SWP, vacation or holiday repay time at the discretion of the member and is limited to 48 hours per birth incident.

E. SWP-A (Adoption): In the event that a member adopts a child under the age of twelve (12) years, the City's adoption provisions shall prevail. In the event of adoption, the member may take up to twenty-four (24) hours of leave time on the day that the child is brought home, provided that it is a working day for the member. This leave time will be charged to SWP, vacation or holiday repay time at the discretion of the member and is limited to twenty-four (24) hours per adoption.

F. Members on vacation or holiday leave may elect to revert to SWP when hospitalized.

G. In emergency situations, additional sick leave may be granted upon approval of the Human Resources Bureau Assistant Chief or his designee.

Section 28.3 Members who are absent due to the provisions of Section 28.2 shall make notification to their immediate supervisor no later than 0615 hours on his duty day.

Section 28.4 Members reporting a SWP incident are not required to report such an incident to a city-approved licensed health care provider, except as provided in Section 28.5 and 28.11. Furthermore, members returning from SWP are not required to report to or be evaluated by a city-approved licensed health care provider.

Section 28.5 A member with four (4) or more instances or greater than seventy-two (72) hours of sick leave usage (SWP and/or SWP-F) within a rolling twelve (12) month period shall be required to provide a physician's verification of injury or illness. For SWP leave, a city-approved licensed health care provider shall provide the physician's verification of injury or illness. For SWP-F leave, a licensed health care provider of the family member shall provide the physician's verification of injury or illness. A "serious health condition" as defined under FMLA shall not count as an instance or hours of sick leave usage unless the member is the patient.

SWP-M, SWP-A, and SWP-D shall not be considered instances for the purposes of this section.

For members on limited duty that use SWP for the purposes of care or rehabilitation that is directly related to the reason for their limited duty, such time will be considered one (1) instance.

The physician's verification of injury or illness must be obtained three days prior

to, or three days after the day the member requested sick leave. The verification must be submitted within 14 days from the date the member returns to duty. If a verification is not submitted within the 14 days, the member will be carried Leave without Pay.

An approved physician's verification of illness shall consist of one of the following;

1. A note on a Doctor's letterhead or prescription pad that states the member was seen and was ill or injured. There must also be a printed, stamped or signed name of the physician or physician's assistant on the verification.
2. A form WH-380 verifying FMLA, for each instance.
3. ~~Any other mutually agreed upon form during the life of this agreement.~~

When a member provides a physician's verification of illness or injury that meets the criteria described above, the sick leave usage will not be counted as an incident or hours of sick leave use as described in this section (28.5).

Section 28.6 Members returning from three (3) or more continuous tours of SWP, or using SWP for any of the following;

- Heart attack, stroke or heart conditions
- Most Cancers
- Back conditions requiring extensive therapy or surgery
- Spinal injuries
- Appendicitis

- Diabetes
- Pneumonia
- Severe arthritis
- Severe nervous disorders
- Pregnancy, miscarriages, complications or illnesses related to pregnancy and need for prenatal care
- Child birth and recovery from child birth
- Alzheimers disease or clinical depression
- Or any surgeries

may be required by the Fire Department to be evaluated by EHS prior to return to duty.

Section 28.7 Sickness or injury of a member caused by outside employment shall not be chargeable to Sick Leave With Pay.

Section 28.8 Members of the Cincinnati Fire Department who are on Sick Leave With Pay or Injury With Pay Leave, and are ambulatory, shall not be restricted insofar as personal freedom of movement to and from their place of residence.

Section 28.9 Sick With Pay - Death (SWP-D).

A. When death occurs in the immediate family, all members shall be granted SWP-D not to exceed 24 hours.

B. SWP-D shall be granted either on the shift, in the case of 24 hour shift members, or on days, in the case of other than 24 hour shift members, designated by the member provided it is taken within a reasonable period of time after such

death.

C. For the purpose of this Article, the immediate family shall include spouse, parent, stepparent, parent-in-law, natural or legally adopted child, grandparent, grandchild, brother, sister, or any other member of the immediate household.

D. In the event of death of a relative not in the immediate family, members shall be entitled to twelve (12) hours of SWP-D for the purpose of attending the funeral.

E. If additional time off is required, a member shall be permitted to use vacation, holiday or compensatory time.

Section 28.10 Sick Pay – Reciprocity.

~~All members of the Cincinnati Fire Department shall have the option to convert to~~ cash up to ninety-six (96) hours, for 48 hour employees, or eighty (80) hours, for 40 hour employees, of accumulated sick leave annually.

A. The conversion shall be at the rate of one (1) hour of pay for two (2) hours of accumulated sick leave, provided that the employee has a sick leave balance of 720 hours (600 hours in the case of 40 hour employees) after the last pay period of the pay year and has used no more than thirty-six (36) hours (thirty (30) hours in the case of 40 hour work week employees) sick leave in that payroll year.

B. The conversion shall be at the rate of one (1) hour of pay for one-and three quarter (1.75) hours of accumulated sick leave, provided that the employee has a sick leave balance of 720 hours (600 hours in the case of 40 hour employees) after the last pay period of the pay year and has used no sick leave in that payroll year.

C. The conversion shall be at the rate of one (1) hour of pay for one and one half (1.5) hours of accumulated sick leave, provided that the employee has a sick leave balance of 720 hours (600 hours in the case of 40 hour employees) after the last pay period of the pay year and has used no sick leave in the previous two (2) payroll years.

D. The conversion shall be at the rate of one (1) hour of pay for one (1) hour of accumulated sick leave, provided that the employee has a sick leave balance of 720 hours (600 hours in the case of 40 hour employees) after the last pay period of the pay year and has used no sick leave in the previous three (3) payroll years.

E. Notification shall be made on January 15th, and payment shall be made annually during the second pay period of February. Conversion shall be made at the member's hourly rate of pay in effect during the last pay period of the previous payroll year.

F. All hours of sick leave converted by virtue of this provision shall be deducted from the member's sick leave balance. No pro-rata payment or conversion will be granted to members leaving city service during the benefit year, previous payroll year. For purposes of SWP – Reciprocity, only sick leave hours accrued and accumulated as City of Cincinnati employees shall apply.

G. Section 28.8 (C) (SWP-D of immediate family), SWP-M, and SWP-A, shall not be counted against Sick Pay Reciprocity.

Section 28.11 Sick With Pay Abuse.

Sick With Pay is a negotiated benefit for a member to use when sick or injured

and unable to perform his duties. Any other use of SWP is considered abusive. Employee morale will suffer if workers are required to carry the workload of an employee with an attendance problem. The LMC shall meet and discuss attendance problems and SWP abuse and jointly develop ways to identify and curtail SWP abuse.

Employees who have requested and been denied compensatory time, vacation or holiday leave, and who call in sick for the day(s) for which leave was denied, shall be required to provide a physician's verification of the injury or illness.

Section 28.12 Medical Separation.

If the Employee Health Physician determines that the member should be medically separated and the member's treating physician disagrees, the City and the member will mutually select a third physician to resolve the disagreement. The cost of such evaluation and/or examination by the mutually agreed upon third physician shall be paid by the city if the third physician agrees with the member's treating physician or by the member, if the third physician agrees with the Employee Health Physician. The decision of the third physician shall be submitted to the Department Head or his designee for consideration in determining whether medical separation is appropriate.

A member opting for a third physician review must authorize his treating physician to release all relevant medical information to the City Physician. If the third physician agrees with the member's treating physician, the member shall immediately be placed on full duty status.

ARTICLE 29

VACATION AND HOLIDAY LEAVE

Section 29.1 Members of the Cincinnati Fire Department shall accrue vacation credits as follows:

VACATION HOURS EARNED PER PAY PERIOD

LENGTH OF SERVICE	40 HOUR EMPLOYEES	48 HOUR EMPLOYEES
Less than 4	3.2	3.7
4 to less than 9	4.0	4.8
9 to less than 14	4.6	5.5
14 to less than 19	5.6	6.6
19 and above	7.1	8.5

Section 29.2 Extra vacation credit for seniority shall begin at the start of the anniversary pay period of the employee.

Section 29.3 Members of the Cincinnati Fire Department shall be permitted to have the following maximum vacation hours balance:

MAXIMUM BALANCE IN HOURS

LENGTH OF SERVICE	40 HOUR EMPLOYEES	48 HOUR EMPLOYEES
Less than 4	250	290
4 to less than 9	315	370
9 to less than 14	360	430
14 to less than 19	440	515

19 and above	556	667

No member shall be required to take an annual vacation leave. Members shall be permitted to accumulate vacation credit hours to the maximum permitted in the vacation maximum hours balance contained in this Section.

Section 29.4 Members who lose their vacation selection in accordance with Section 18.2, may temporarily exceed maximum vacation balances during the vacation cycle of April 1 through March 31. Members voluntarily transferring or changing units shall forfeit any balances in excess of the maximum balance at the completion of the vacation cycle on March 31.

Section 29.5 Vacation and Holiday Selection.

A. All members of the Fire Department shall have the option of selecting full tour vacation and/or holiday periods (hereinafter referred to as Annual Leaves) that begin during a year cycle, April 1 through March 31. Members scheduling leaves that begin in March of the year cycle and continues into April of the next year cycle shall be granted their request based upon the Rules of Selection. The options are identified as Round One, Round Two, and Round Three annual leaves. Members may elect to use Vacation Leave, Compensatory Time or Holiday Leave in any of the rounds, however they shall only be entitled to take one type of leave per round. The Annual Leave selection process shall commence no later than January 1 and shall be subject to the Rules of Selection. The Rules of Selection shall be discussed and mutually agreed upon annually no later than September 1.

B. The Round One Leave choices shall be scheduled on the basis of seniority in the Fire Department. During this selection, scheduling must allow for a minimum of twenty two (22), 48 hour members in the Fire Department to be on annual leave during each tour, subject to Section 22.3.

C. Upon the completion of Round One leave choices, Department lists shall be posted showing seniority and Round One leave assignments. Members shall be permitted one week to review the lists.

D. Round Two leave selection shall commence upon completion of the Round One leave review. Round Two picks shall be scheduled on the basis of seniority in the Fire Department. During this selection, scheduling must allow for ~~a minimum of twenty two (22), 48 hour members in the Fire Department to be on~~ annual leave during each tour, subject to Section 22.3.

E. Upon completion of Round Two leave choices, Department lists will be posted showing seniority and Round One and Round Two leave assignments. Members shall be permitted one week to review these lists.

F. Round Three leave selection shall commence upon completion of the Round One and Round Two leave review. Round Three picks shall be scheduled on the basis of seniority in the Fire Department. During this selection, scheduling must allow for a minimum of twenty-two (22), 48 hour members in the Fire Department to be on annual leave during each tour, subject to Section 22.3.

G. Upon completion of Round Three leave choices, combined lists shall be posted showing seniority and scheduled leave assignments. Round Three leave

selection shall conclude no later than March 1 and shall conclude the annual leave selection process.

H. A Discretionary Leave may be requested from the District Chief, at any time after the Round 3 choices are posted. The Discretionary Leave shall allow for a minimum of twenty-two (22), 48 hour members in the Fire Department to be on annual leave during each tour, subject to Section 22.3. Discretionary Leave selections shall be based upon first request. A member shall receive approval for no more than one Discretionary Leave per leave year. The Discretionary Leave may be a single tour or a continuous multiple tour leave.

I. Single vacation, Compensatory Time or holiday tours (hereinafter referred to as Additional Leaves) may be used by any member during the year. To use a single vacation, Compensatory Time or holiday tour, members shall request such tours from the District Chief, no greater than 0600 hours, twenty-one (21) days in advance and no less than seventy-two (72) hours in advance. Single vacation, Compensatory Time or holiday tour picks shall be assigned upon request after April 1. The basis for this pick shall be first request. Scheduling must allow for a minimum of twenty-five (25), 48 hour members in the Fire Department to be on scheduled leave, including Compensatory Time, at any given time during each tour, subject to Article 22, Section 22.3.

J. Partial-tour vacation, Compensatory Time or holiday selections may be used by any member during the year, subject to the cap set forth in Paragraph I of this Section. To use a partial-tour vacation, Compensatory Time or holiday,

members shall request such partial-tour from the District Chief, no greater than 0600 hours twenty-one (21) days in advance and no less than seventy-two (72) hours prior to the beginning of the tour of duty of the requested leave. A minimum of twelve (12) hours partial-tour vacation, Compensatory Time or holiday leave must be used per each request. Partial tour vacation, Compensatory Time or holiday leave shall only be requested in time slots from 0700 hrs to 1900 hrs or 1900 hrs to 0700 hrs. Members may request either or both of the time slots available. The minimum hour usage and time slots shall be reevaluated by the Labor Management Committee on or about April 1, 2008 for effectiveness and ease of operation. Partial-tour vacation, Compensatory Time or holiday picks shall be assigned upon request after April 1. The basis for this pick shall be first request.

K. Dependent upon staffing availability, scheduling may allow for greater than twenty-five (25), 48 hour members in the Fire Department to be on scheduled leave at any given time during each tour, subject to Section 22.3.

L. Members who are off on FMLA Vacation or Holiday leave or Military Vacation or Holiday leave shall not be subject to nor count against the cap set forth in Paragraph H of this Section.

M. Any amendment to the General Order and/or Procedure Manual relative to vacations or holiday selections will be discussed with the Union prior to implementation.

N. Members who voluntarily transfer, change units, or demote voluntarily and

lose their assigned vacation shall be rescheduled within five (5) calendar days. Rescheduling shall be done on the basis of seniority in the Fire Department, rank and company. During this selection, scheduling must allow for a minimum of twenty-two (22), 48 hour members in the Fire Department to be on scheduled leave during each tour, subject to Section 22.3.

Section 29.6 Cancellation of Vacation or Holiday Leave (Fire Suppression Members).

A. Cancellation of any annual or additional vacation or holiday leave shall require at least seventy-two (72) hours notice prior to beginning date of said scheduled leave. Only the beginning date, the ending date, or the entire annual vacation or holiday leave may be cancelled; a date in the middle of the annual vacation or holiday leave may not be cancelled. However, any annual or additional vacation, Compensatory Time or holiday leave may be cancelled without seventy-two (72) hours notice dependent upon staffing availability or shortage.

B. Members who return to regular duty for one (1) tour from an annual vacation, Compensatory Time or holiday leave of greater than one (1) tour in order to relieve a staffing shortage shall be granted, at the member's discretion, either:

i. member shall be permitted to sell back to the City of Cincinnati up to twenty-four (24) hours of vacation, holiday or compensatory time on an hour-for-hour basis at the rate of pay in effect for the member.

or

ii. members who wish to cancel a scheduled vacation leave to relieve a staffing shortage may elect to sell back to the City of Cincinnati an additional twenty-four (24) hours of holiday time during the annual holiday time sell back period in Section 29.9 (G).

C. Members returning to regular duty for one (1) tour from an annual vacation, Compensatory Time or holiday leave of greater than one (1) tour in order to relieve a staffing shortage shall be selected by the District Chief on the basis of rank, seniority and certification. There shall be a limit of four (4) tours per calendar year that a member may return from or cancel in order to relieve staffing shortages.

~~Section 29.7 Advanced Vacation.~~

A. No member of the Cincinnati Fire Department can take any vacation beyond that already earned except in the most unusual cases. Request must be submitted to the Human Resources Bureau Assistant Chief on Form 25-S. No advanced vacation shall be approved without a written agreement by the employee that he will reimburse the City if he leaves City service before earning the credit taken.

B. If a member used his normal annual vacation credit but, because of an early vacation scheduled by the Fire Department, is lacking less than half a working day or half a tour of credit, the Department shall grant the additional time without charge, provided the member has not used or been charged vacation credit since his last scheduled vacation.

C. If a member does not have an adequate balance in his Vacation, Holiday or Compensatory Time bank to cover his selected leave, another time bank of the members choice may be utilized provided that a revised Form 25s is provided to the member's District Chief prior to the leave being taken.

Section 29.8 Vacation Assignments Due to Demotions.

A. Members involuntarily demoting for reasons other than discipline shall be assured their previously selected Vacation or Holiday assignment.

B. Members voluntarily demoting or demoting due to discipline shall retain their previously selected Vacation or Holiday assignment only if scheduled leave limits are not exceeded.

C. Members who demote voluntarily or demote due to discipline and lose their assigned vacation or holidays shall be rescheduled within five (5) calendar days. During this selection, scheduling must allow for a minimum of twenty-two (22) 48 hour members in the Fire Department to be on scheduled leave during each tour in accordance with Article 22, Section 3.

D. Members who lose their vacation selection due to demotion may temporarily exceed maximum vacation balances during the vacation cycle of April 1 through March 31. Any balances in excess of the maximum balance shall be forfeited at the completion of the vacation cycle, March 31.

E. Rescheduling shall be completed on the basis of seniority in the Fire Department, rank and company.

Section 29.9 Holiday Leave.

A. All sworn members of the Cincinnati Fire Department covered by this Agreement and who are employed on a 48 hour work week shall be granted a holiday repay equivalent of 120 hours per year. Members shall accrue at the rate 4.6 hours per pay period.

B. All sworn members of the Cincinnati Fire Department covered by this Agreement and who are employed on a 48 hour work week shall be permitted to accrue a maximum of 480 hours of holiday repay time. Under no circumstances may more than 360 hours be cashed in upon retirement, dismissal, death, layoff or resignation. The hours shall be cashed in at the rate of pay in effect for the classification held by the member upon such separation. Any hours in excess of the 360 hour maximum shall be forfeited upon retirement, dismissal, death, layoff or resignation. Any amounts ordinarily earned beyond all of the above limits are forfeited.

C. All sworn members of the Cincinnati Fire Department covered by this Agreement who are employed on a 40 hour week shall accrue 100 hours of holiday repay time per year. Members shall accrue at a rate of 3.9 hours per pay period. The following generally recognized holidays shall be the 40 hour employees' regularly scheduled off days: Martin Luther King Day, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

D. All sworn members of the Cincinnati Fire Department covered by this Agreement who are employed on a 40 hour work week shall be permitted to accrue

a maximum of 400 hours of holiday repay time. Under no circumstances may more than 300 hours be cashed in upon retirement, dismissal, death, layoff or resignation. The hours shall be cashed in at the rate of pay in effect for the classification held by the member upon such separation. Any hours in excess of the 300 hour maximum shall be forfeited upon retirement, dismissal, death, layoff or resignation. Any amounts ordinarily earned beyond all of the above limits are forfeited.

E. All sworn members of the Cincinnati Fire Department covered by this Agreement shall accrue holiday repay time when on SWP or IWP leave.

F. The authority to grant special holidays, including days of mourning, shall rest with the City Manager. However, if the City Manager grants a special holiday to members of any other collective bargaining unit, it shall also be granted to all sworn members of the Cincinnati Fire Department. If granted by the City Manager, all members of the Cincinnati Fire Department shall receive eight (8) hours or any equivalent portion thereof of Compensatory Time.

G. Members of the Cincinnati Fire Department shall be permitted to sell back to the City of Cincinnati accumulated holiday repay time. Forty-eight hour work week employees shall be permitted to sell back 24 hours of Holiday Repay Time on an hour-for-hour basis at the rate of pay in effect for the member. Forty hour work week employees shall be permitted to sell back 20 hours of Holiday Repay Time on an hour-for-hour basis at the rate of pay in effect for the member. Effective January 1, 2009, any sworn member having 22 years of service credit or more with the City of Cincinnati or the Ohio Police and Fire Pension Fund shall have a one time option

to declare a period of three (3) consecutive years in each of which they can sell back up to 36 hours of the member's earned and accumulated Holiday Time. Effective January 1, 2010, the sellback amount shall increase to 60 hours per year. Members must make notification of their intent to sell holiday repay time back to the City by November 15 of each year and payment will be made the following January.

H. If a member dies, retires, resigns, is laid off, is dismissed or otherwise leaves the Fire Department before accruing the amount of hours which he has already sold back to the City, the City will deduct the amount paid to but not yet earned by the member from his final pay check or retirement contributions.

ARTICLE 30

PAY DIFFERENTIAL / CERTIFICATION PAY

Section 30.1 Pay Differential.

The following pay differential shall be maintained between all ranks for sworn members of the Cincinnati Fire Department.

Fire Fighter	
Paramedic Training Officer	4% above Fire Fighter 4
FAO	8% above Fire Fighter 4
Specialist	8% above Fire Fighter 4
Lieutenant	16% above Fire Fighter 4
Captain	16% above Fire Lieutenant
District Chief	16% above Fire Captain

(Note: Upon approval of the Civil Service Commission, a new Paramedic Training Officer promoted position rank and pay scale will be established as listed above. Existing PTO's shall be grandfathered into the new promoted positions. Existing PTO's shall continue to receive PTO Certification Pay (14% of the base salary of the rank of FF4) until the creation of the new PTO rank.)

Section 30.2 Certification Pay.

A. All members who hold a State of Ohio Paramedic Certification (EMT-P) shall be paid an annual certification pay equal to ten percent (10%) of the base salary of the rank of Fire Fighter 4.

B. All members who hold a State of Ohio EMT-B (Emergency Medical Technician-Basic) certification shall be paid an annual certification pay equal to four percent (4%) of the base salary of the rank of Fire Fighter 4.

C. All members who are certified as Explosive Ordinance Disposal Technicians ("EOD") and are permanently assigned to Engine 14 / Bomb Unit shall be paid an annual certification pay equal to seven percent (7%) of the base salary of the rank of Fire Fighter 4.

D. All members permanently assigned to Heavy Rescue 14 or Heavy Rescue 9 who hold all certifications and achieve minimum training requirements as established through Article 37 of this agreement shall be paid an annual certification pay equal to seven percent (7%) of the base salary of the rank of Fire Fighter 4.

E. Fire Recruits shall not be eligible to receive Certification Pay until they have completed Drill School and have received their step up to Fire Fighter Probationary (FFPR).

F. All annual certification pay referred to in this Article shall be paid in addition to current salary on a bi-weekly basis. Certification pay will be paid at the highest level of certification, with members receiving pay for no more than one (1) certification level at a time.

G. Members who fail to maintain their Emergency Medical Technician certification may not receive Emergency Medical Technician certification pay and may be subject to the disciplinary process. Members who lose their Emergency Medical Technician certification through no fault of their own shall not lose their certification pay and, with assistance from administration, will be required to regain their Emergency Medical Technician certification within a reasonable period of time.

ARTICLE 31

DEATH BENEFITS AND TERMINAL PAY

Section 31.1 Death Benefits

A. Upon the receipt of the proof of death of a retired member of the Ohio Police and Fire Pension Fund, there shall be paid to the designated beneficiary of the deceased member a death benefit of five thousand dollars ($5,000). If there is no designated beneficiary, the said death benefit shall be paid to the surviving spouse.

If there is no surviving spouse, the said death benefit shall be paid to the estate of the deceased member.

B. Upon the receipt of the proof of death of an active member of the Ohio Police and Fire Pension Fund, there shall be paid to the designated beneficiary of the deceased member a death benefit equal to the member's current annual base salary up to a maximum of fifty thousand dollars ($50,000). If there is no designated beneficiary, the said death benefit shall be paid to the surviving spouse. If there is no surviving spouse, the said death benefit shall be paid to the estate of the deceased member.

This death benefit shall be paid for any member who is separated for disability retirement for a period of 180 calendar days after payroll separation or until disability retirement is approved by the Ohio Police and Fire Pension Fund Board, whichever occurs first. In no event will payment be made after 180 days from the date the member is separated from the payroll.

Section 31.2 Terminal Pay.

Upon the death of a member, payment for all accumulated sick leave, vacation accrual, holiday accrual, compensatory time and all other terminal pay shall be made to the designated beneficiary in a lump sum. If there is no designated beneficiary, said payment shall be paid to the surviving spouse. If there is no surviving spouse, the said death benefit shall be paid to the estate of the deceased member. This payment shall be made no greater than thirty (30) days after proof of death of a member.

ARTICLE 32

GENERAL

Section 32.1 Morning Muster Uniform.

The City agrees to grant all members assigned to a fire suppression company, squad or rescue unit authority to come to and leave from their assigned unit in Fire Department fatigue uniform when reporting to or departing from a tour of duty. In addition, both on-coming and off-going personnel shall stand morning muster in Cincinnati Fire Department Fatigue uniform.

Section 32.2 Liability.

All sworn members of the Cincinnati Fire Department shall be protected from liability claims, in the performance of their duties, under the provisions of City Ordinance 267-1976.

Section 32.3 Discrimination.

The City agrees not to discriminate against any employee for his activity on behalf of or membership in the Union.

The City and the Union agree that there shall be no discrimination against any employee because of race, creed, religion or sex.

Any reference to gender in this agreement shall be meant to apply equally to both female and male.

Section 32.4 Identification Cards.

The City shall supply all sworn members of the Cincinnati Fire Department with an identification card to contain the individual member's picture and other pertinent

information necessary to substantiate the fact of said member being a duly sworn member of the Cincinnati Fire Department. The identification card shall be of wallet size, laminated and of durable construction. Identification cards will be issued to each individual employee who is a sworn member of the Cincinnati Fire Department. The taking of pictures shall be done on the member's on-duty time.

Section 32.5 Private Automobile Mileage Allowance.

Any member may be reimbursed for the use of a private automobile on official City business upon approval of his department head. Where use of a private automobile is regular and continuous, the City Manager may authorize a flat monthly sum, based upon the estimated average monthly mileage at a rate of twenty cents ($0.20) per mile or at the prevailing City rate, whichever is higher.

Each employee claiming an allowance on a monthly basis shall submit a voucher each month stating exactly the number of days in said month that the private automobile was used for City business. Prorated amounts will be authorized if the vehicle was used for City business for only part of any month.

Any employee claiming an allowance on the mileage basis shall submit a voucher for the mileage claimed and a complete list of trips made and distances traveled, according to regulations established by the Director of Finance.

Section 32.6 Credit Union and U.S. Savings Bond Deductions.

The City shall deduct from the salary or wages of a member the amount, which the member voluntarily requests to be withheld, and forward payment to the Credit Union. Direct deposit of the entire check may be made to the Credit Union or any established bank in Hamilton County at the request of the employee.

The City shall provide an additional field for payroll deductions for each member. Use of payroll deduction field shall be in accord with the rules of the Director of Finance and/or the Regional Computer Center. An additional field means one (1) more payroll deduction field than those provided in the last pay period of 1980.

Section 32.7 Medical Insurance Benefits.

Medical Plan

Effective January 1, 2006, members covered by this Agreement shall have the option to enroll in the City's 80/20 health care plan. Terms of coverage, premium shares, co-pays, deductibles, and co-insurance shall be as listed in Appendix B. The member's premium share shall be 5% of premium costs capped at $35 per month for a single plan and $75 per month for a family plan.

The City will notify the Union of any proposed changes in insurance carriers and/or plans and will meet with the Union, if requested, prior to changing an insurance carrier or plan. Nothing shall restrict the right of the City to change insurance carriers, plans, or number of plans as long as there is no reduction in negotiated benefits. The City agrees to form a Cost Containment Committee to include members selected by Local 48. The Cost Containment Committee shall meet at least quarterly near the end of July, October, January

and April.

Members of the Cincinnati Fire Department covered by this Agreement shall be provided with ninety (90) day coverage by the City of Cincinnati in the event they go off the payroll due to sickness, non-job related injury or disease.

Effective Date: For new employees, eligibility for membership in any of the health care plans shall begin on the first day of the month following six (6) months of continuous service.

Reinstated or restored employees: A reinstated employee must serve a new six (6) month waiting period. If an employee who was enrolled at the time of entry into military service is restored within thirty (30) days after the date of discharge, coverage will be effective on the date of discharge. If an employee is restored within thirty-one (31) to ninety (90) days, the effective date will be the date the Risk Management Division receives and processes the application. The effective date of an employee who was not enrolled at the time of entry into military service will be the first of the month following his return. Members returning to the Fire Department due to recall from layoff shall not be required to serve a six (6) month waiting period, and medical coverage shall become effective on the date of rehire, provided the member has already served his six (6) month waiting period.

Late Application: An eligible employee who does not apply until after six (6) months of service may not apply for medical coverage until the next available open enrollment period. In cases where applications converting from single to family coverage are not received by Risk Management within ninety (90) days following the date of marriage, an additional ninety (90) days waiting period will be required. In such cases,

coverage will not become effective until 90 days from the first of the month following the date the Risk Management Division was notified of the desire to change contract status.

Exception: A family contract in the name of one (1) spouse can be transferred to the name of the other spouse at any time assuming completion of the required six (6) months of service.

Change in Contract: Any change or adjustment to an employee's contract should be submitted to the Risk Management Division at least forty-five (45) days in advance of the contemplated effective date in order to assume continuous coverage. Changes that may occur are to add or drop members, to change from single to family, or to change from family to single. Request for changes can be made by contacting the Office of Risk Management.

Open Enrollment Period: The open enrollment period for the City health care plan(s) shall take place in the month of October. Those who wish to transfer from one plan to another may do so at this time.

Disputes concerning eligibility for benefits under any of the medical plans shall be adjudicated according to the appeals process established by each respective group contract between the City and the medical plan provider. Health benefit disputes shall not be subject to the grievance procedure contained in this Agreement.

Dental Plan

The City of Cincinnati shall pay a maximum of seventy dollars ($70.00) per member per month for the duration of the agreement.

Vision Plan

The City agrees to provide members of the Union with a vision plan with benefits comparable to the City management vision plan.

Section 32.8 Limited Duty.

A. Members of the Fire Department who suffer temporary disabilities from on or off duty injuries may, upon recommendation of the Employee Health Physician, be placed on limited duty. The member may submit for consideration medical records from the member's personal / treating physician regarding limited duty determination and the Employee Health Physician shall include and consider these recommendations in limited duty determinations.

B. The work week for members assigned to Limited Duty shall be in accordance with Article 22, Section 2 (A).

C. Members assigned to Limited Duty as a result of a duty related injury or illness shall be permitted to report to a treating physician for consultation, treatment or therapy of the injury or illness that has resulted in the Limited Duty assignment without use of any leave.

D. Members assigned to Limited Duty as a result of an off duty injury or illness shall use Sick with Pay leave when reporting to a treating physician for consultation, treatment or therapy of the injury or illness that has resulted in the Limited Duty assignment.

Section 32.9 Notice of Outside Employment.

Members of the Cincinnati Fire Department shall be required to submit to the Fire Department a notice of any employment undertaken or engaged in other than their

employment with the Cincinnati Fire Department. Forms shall be provided by the City for such notice.

Section 32.10 Fire Department Badges.

Every member of the Cincinnati Fire Department shall, upon retirement, receive a retirement badge similar to his official badge bearing the same number and having the word 'retired' on the badge.

Section 32.11 Jury Duty.

Any member who is required to serve on any jury shall receive his regular salary during the period of jury service, provided that he remits his compensation for such on-duty jury service to the City of Cincinnati.

~~Section 32.12 Retirement Counseling.~~

The City shall assign an employee of the Fire Department to the task of providing retirement counseling to sworn members of the Fire Department. If the person so assigned fails to provide the information requested a member may request such information from the Human Resources Bureau Assistant Chief.

Section 32.13 Tuition Reimbursement.

Employees may receive reimbursement for tuition in accordance with the provisions of this section and supplemental rules and regulations not in conflict therewith issued by the Personnel Officer with the approval of the City Manager.

A. Education courses and programs related to the work of an eligible employee may be partially reimbursed by the employee's department or agency upon successful completion of such courses in accordance with the following

conditions and provisions:

i. The recipient must be a permanent, full-time employee except that Emergency Employment Act (EEA) and Model Cities employees are also eligible. The employee must have completed his or her probationary period prior to starting date of course.

ii. The education or training must be obtained by attendance at an approved and accredited college, university, secondary school, technical institute, business institute or other educational institute or school. In order to be eligible, the school must be approved by the City Personnel Officer, and the employee must be able to attend without interfering with his or her normal work schedule. Correspondence courses are not eligible for reimbursement except for the Open Learning Program, which is administered by the University of Cincinnati in cooperation with the International Association of Fire Fighters.

iii. The agency or department can reimburse at a rate equal to 100% for a grade of A, 80% for a grade of B, or a passing grade in a pass/fail course, and 60% for a grade of C for six (6) credit hours per academic session. Courses which shall be approved are those which the department head and the City Personnel Officer determine are: (1) those courses directly related to the employee's present job, (2) those courses related to a reasonable promotional opportunity for the employee, or (3) elective and/or required courses in a degree program which is directly related to the employee's job

or a reasonable promotional opportunity. Funds must be available in the agency's approved tuition reimbursement budget. Future funding in the agency's approved tuition reimbursement budget shall meet or exceed the 2007 level of funding. The rate of reimbursement shall be capped based on the undergraduate rate per credit hour at the University of Cincinnati. In no event shall an employee be reimbursed for more than twenty-four (24) quarter hours or sixteen (16) semester hours per calendar year.

iv. A request for reimbursement must be filed in advance of course registration using the appropriate form. The form must be prepared in three (3) copies and be approved by the agency head, and a signed form for certification of funds must accompany the application. One (1) copy will be sent to the Finance Department, one (1) copy retained by the Personnel Office, and one (1) copy will be returned to the employee. The employee requesting reimbursement must submit a receipt of tuition payment and a grade report to this department within thirty (30) days of the end of the academic session

The department will then forward the receipt, the grade report and a claim voucher to the Accounts and Audits Division for reimbursement action. Accounts and Audits will then issue a check to the employee.

Departments should request funds for tuition reimbursement per the instructions of the management services office each year during the preparation of their annual budgets.

B. A reasonable promotional opportunity is considered any position in the City service for which a present employee could eventually take a promotional or open exam and which has a higher pay scale than his present job.

In the event of a question as to the appropriateness of a course, or as to the reasonableness of a promotional opportunity, the City Personnel Officer shall be the deciding authority.

In case of a full-time employee who is also a full-time student paying a flat rate, the amount to be reimbursed will be determined by dividing the number of hours taken into the tuition or instructional fee (not including any general or special fees) to get the employee's cost per credit hour which shall be reimbursed as provided in Section 32.13(A)(iii).

Except for financial assistance received because of service in the armed forces, those employees who are receiving other financial aid will be reimbursed based on their actual tuition expense.

Section 32.14 Performance Enhancement Process.

Members may be coached or mentored in an instructional manner. The purpose of this instruction should be to enhance performance and create an environment of better relations between the supervisor and the member. These instructional conferences shall not result in nor be considered disciplinary action. Union representation shall not be required for the Performance Enhancement Process.

Section 32.15 Disciplinary Procedure.

A. When a member is to be questioned about or charged with an alleged

violation of any prescribed code of conduct, whether Divisional, Departmental or City-wide, or any other infraction of rule or law, he shall be entitled to Union representation, if so requested, in any meeting in which the member is required to respond to such questioning or charges. The member or his representative shall be entitled to a copy of any statement the member makes or any report he is required to make, including access to any tape-recorded statement. Except in the case of misconduct that requires immediate suspension, a member shall be entitled to ten (10) days advance notice before any Divisional or Departmental hearing.

B. Discipline and discharge shall only be for just cause.

C. Once a member is notified of an ongoing investigation, the member and the Union shall be notified in writing of the status of the investigation every thirty (30) calendar days until the investigation is closed and the final report has been filed.

D. For completed investigations of members that do not result in disciplinary charges, the Fire Department shall provide a written report of the results of the investigation to the member and the Union within ten (10) calendar days of the close of the investigation.

Section 32.16 House Cleaning.

A. Members of the Cincinnati Fire Department shall be required to perform house cleaning on an annual basis only in areas where they stand watch, eat or sleep.

B. Members of the fire suppression companies shall not be required to clean the administrative offices of the Fire Chief, Fire Prevention Bureau, Training

Bureau or the Superintendent of Apparatus. The Training Bureau auditorium is excluded from this provision.

ARTICLE 33

DRIVERS LICENSE

No employee may operate any City owned vehicle or private vehicle on City business without an unrestricted operator's license required for the particular type of apparatus operated. Employees who have court-granted waivers to drive to, from or at work while they are on suspension may not operate City equipment regardless of any court exemption. Restrictions for medical reasons (e.g. eyeglasses) are not subject to this policy.

Employees must notify their Immediate Supervisor of any driving restriction not later than the next business day after the restriction is imposed. The supervisor is required to inform the Fire Chief through the proper chain of command.

The Fire Department will accommodate employees on restricted or suspended driving license for a period of time not exceeding 180 days for the first serious vehicular offense by placing the employee in a job assignment not requiring the operation of a vehicle for work. Employees with their first serious vehicular offense shall be referred to the Public Employees Assistance Program (PEAP) to be evaluated by a Substance Abuse Professional (SAP), and shall follow recommendations of the SAP or be subject to a written reprimand. Employees with restrictions of more than 180 days and/or more than one conviction of serious vehicular offenses are subject to disciplinary action.

ARTICLE 34

ABOLISHMENT OF POSITIONS

When a position becomes vacant due to the promotion, demotion, separation, death, resignation, transfer, reassignment of the incumbent, or for any reason, the City Manager shall have full discretion to determine whether the position is to be filled or to be abolished within ten (10) business days of the vacancy. In the event that the City Manager determines to fill the position, the procedures regarding promotions as set forth in Ohio Revised Code §124.45 shall be followed.

In the event that the City Manager determines to abolish a vacant position, the position shall be abolished and deleted from the Position Control Job Listing (Table of Organization), upon the signing, by the City Manager, of the appropriate form for abolition, within such ten (10) day period, followed by the transmittal of such form to appropriate departments. In any such abolishment, neither the City nor the Civil Service Commission shall be required to hold an examination where no list of eligibles is in existence for such position.

When a list of eligibles is in existence and the position to be abolished is vacant, promotion shall be effected according to law from such list immediately prior to the abolishment of the position and recall rights shall ensue according to law. The employee promoted to the position to be abolished shall be demoted to the position occupied immediately prior to the promotion. Such promotion and abolishment shall not create any vacancy at any lower ranks that would require any other related promotions or examinations.

When the abolishment of a vacant position occurs and there is no eligible list, no related demotions and/or layoffs are required. When the abolishment of a vacant position occurs, and there

is a list, demotions back to positions occupied immediately prior to promotion shall occur according to law, but no related layoff shall be required.

The City Manager shall also have full discretion in accord with the terms of this Article to abolish any position that is filled. In the event the City Manager determines that a filled position should be abolished for managerial reasons including, without limit, reorganization for efficiency or economy or for lack of work or funds, he may do so upon ten (10) days written notice to the incumbent and the bargaining representative. When such an abolishment occurs, it shall be within the managerial discretion of the City Manager to determine whether related demotions and/or layoffs down through the ranks are required.

It is expressly agreed that the contractual provisions contained in this section are intended to modify or replace the application of the statutory terms set forth in Ohio Revised Code §124.37, Ohio Revised Code §124.321 and any other statute or regulation related to abolishing uniformed civil service positions in the Fire Department. Any provision of Ohio Revised Code §124.37 and Ohio Revised Code §124.321 or related statutes or regulations which may apply to the abolishment of positions, which provision is in conflict with the terms of this Article, shall be null and suspended, shall be not binding upon these parties and shall be superseded and replaced by the terms of this article. This Article shall also modify or replace any subsequent legislative enactments or administrative regulations concerning the abolishment of such positions and in conflict with the provisions of this Article.

ARTICLE 35

TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. on the 30th day of October 2011, and shall remain in full force and effect until 12:00 Midnight on the 24th day of May 2014.

Either party desiring to terminate, modify or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification or desire to negotiate. The party must serve notice not less than sixty (60) days prior to the expiration date of the existing agreement. Negotiations shall commence sixty (60) days prior to the expiration date of the agreement. The parties shall continue in full force and effect all terms and conditions of the existing agreement for a period of sixty (60) days after the party gives notice or until the expiration date of the collective bargaining agreement, whichever occurs later.

ARTICLE 36

SPECIALIZED UNITS

The City and the Union agree that the Fire Department has the following Specialized Units:

- Engine 14 - Hazardous Devices Unit (EOD)
- Heavy Rescue 14- Heavy Rescue / Hazardous Materials Response
- Heavy Rescue 9- Heavy Rescue / Hazardous Materials Response

It is in the best interests of the City, the Union and the Fire Department to maintain these specially equipped Units whose members receive additional, specialized training in order to respond to extraordinary runs such as hazardous materials incidents, entrapments, high angle rescues, and explosives incidents / investigations.

The City and the Union agree that the safety and efficiency of the Specialized Units depends upon the adequate staffing, training and equipping of the Units. The City and the Union agree to jointly develop, approve and maintain a Standard Operating Procedure for each Specialized Unit that sets minimum standards for the training, equipping and staffing. Members transferring to Engine 14, Heavy Rescue 14 or Heavy Rescue 9 may be required to sign a five (5) year commitment to remain on these Specialized Units.

In the development of these Standard Operating Procedures, national, industry, and professional standards will be considered and implemented upon mutual agreement of the parties. These Standard Operating Procedures will be reviewed at least annually and updated as needed.

ARTICLE 37

DAILY STAFFING REQUIREMENTS

Section 37.1 The City agrees to maintain four (4) person companies for each fire suppression unit, including but not limited to Engine Companies, Ladder Companies, Heavy Rescue 14 and Heavy Rescue 9.

Section 37.2 The city and the Union recognize that during unanticipated emergencies relating to a particular incident or member, the Cincinnati Fire Department may be precluded from maintaining four persons on each company for a portion of a tour. Therefore, if necessary for the effective operation of the Cincinnati Fire Department, Fire suppression Companies may continue to operate with three persons for a period of up to six (6) hours. Examples of such emergencies include but are not limited to:

i. When a member has a family emergency. The member shall be permitted to leave the work station in order to resolve the issue prior to another member arriving at the work station to relieve him.

ii. Retrieval or Repair of PPE or Other Safety Equipment such as SCBA, Radios, Turn-outs, Boots, Helmets, Gloves, Hoods.

iii. Member's appearance at Internal Investigations, Drug Testing and Disciplinary Hearings.

Section 37.3 The Fire Chief will maintain the right to assign personnel on these units to fill promoted vacancies on an out of class basis and to recall promoted personnel at the Fire Chief's discretion.

~~Section 37.4 The Fire Chief will attempt to maintain no less than twelve (12) Medic Units~~ staffed with one certified paramedic and one certified EMT.

Section 37.5 The Fire Chief will attempt to maintain no less than four districts. Of the four currently authorized districts, the Fire Chief will attempt to maintain no less than three districts staffed with District Chiefs.

Section 37.6 Heavy Rescue Companies will each be staffed daily with four (4) persons. Of the four (4), three (3) shall be qualified rescue technicians (2 of the 3 must be permanently assigned Heavy Rescue 14 or Heavy Rescue 9 company members). When continuing education is required by the Chief for technician level requirements, members will be permitted to attend, on overtime if necessary.

ARTICLE 38

PARAMEDIC TRAINING

In order to complete paramedic training, the Cincinnati Fire Department and the Union have agreed to the following:

Section 38.1 The City shall pay the cost of all course requirements necessary to complete paramedic training for all approved members enrolled in a Fire Department approved paramedic program.

Section 38.2 Classroom Time: Any on-duty member shall be released from duty to attend any required class scheduled. The member shall be covered with overtime personnel if necessary. Members will not be compensated for class attendance while off-duty.

Section 38.3 Hours Bank: An "Hours Bank" of on-duty time shall be credited to each member to use for clinical hours only. Each member shall be allotted fifteen (15) hours per month for the last five (5) months prior to completion of paramedic school (75 hours total). The Hours Bank may be used to complete scheduled Hospital Clinical Time. The allotted monthly hours cannot be carried over into the following month – the member must use the hours in that month or lose them. However, when the Hours Bank is gone, the member must schedule the rest of their clinical time off-duty. Additional on-duty hours may be scheduled if staffing permits.

Section 38.4 Ride-time: Members shall complete all "ride-time" on-duty, to be scheduled in conjunction with Rescue 2 and the member's District Chief.

Section 38.5 Certification Pay Incentive: Members hired before January 1, 2008 shall earn a Certification Pay Incentive equal to the difference between Paramedic Certification Pay

and EMT Certification Pay while in school (for a period of time not to exceed nine [9] months). The Certification Pay Incentive shall be placed into a separate account. The member shall receive payment of the Certification Pay Incentive upon successful completion of the course and presentation of State of Ohio Paramedic Certification to the Fire Chief. The member would forfeit this Certification Pay Incentive if the member fails to attain State of Ohio Paramedic Certification within eighteen (18) months from the beginning of paramedic school.

Section 38.6 Continuing Education: Members may attend monthly Continuing Education classes once the member successfully completes the "Cardiology Section" of paramedic school.

In order to complete paramedic training, the Cincinnati Fire Department and the Union have agreed to the following when a member is approved by the Fire Department to attend the CFD in-house paramedic program:

Section 38.7 The City shall pay the cost of all course requirements necessary to complete paramedic training for all approved members enrolled in the Cincinnati Fire Department in-house paramedic program.

Section 38.8 Classroom Time: The majority of the classroom time will be conducted on duty. Those members who are on duty will be placed onto one of two training companies for the duration of the training day. There may be times where due to holidays, etc. that the normal paramedic training schedule may be altered and a member may be required to attend off duty. These occurrences shall be kept to a minimum and it is anticipated that it will not exceed five- 9 hour days.

Section 38.9 Hours Bank: Due to staffing requirements within the CFD and the need to schedule clinical time in advance, all clinical time will be conducted off duty. Hours spent in clinical time may lengthen if the student has not completed minimal skills requirements. Members will be compensated for this off duty time at the rate of 1 hour compensatory time for every 2 hours of clinical time, not to exceed 55 hours of compensatory time.

Section 38.10 Ride-time: Members shall complete all "ride-time" on-duty, to be scheduled in conjunction with ALS 34 and the member's District Chief.

Section 38.11 Certification Pay Incentive: All members shall earn a Certification Pay Incentive equal to the difference between Paramedic Certification Pay and EMT Certification Pay while in school (for a period of time not to exceed nine [9] months). The Certification Pay Incentive shall be placed into a separate account. The member shall receive payment of the Certification Pay Incentive upon successful completion of the course and presentation of State of Ohio Paramedic Certification to the Fire Chief. The member would forfeit this Certification Pay Incentive if the member fails to attain State of Ohio Paramedic Certification within eighteen (18) months from the beginning of paramedic school.

Section 38.12 Continuing Education: Members may attend monthly Continuing Education classes once the member successfully completes the "Cardiology Section" of paramedic school.

ARTICLE 39

OFF-DUTY DETAIL PROGRAM

The City and the Union agree to meet during the term of this agreement to attempt to mutually develop an off-duty detail program.

ARTICLE 40

DIVERSITY GOALS

The City of Cincinnati and the Union support racial and ethnic diversity and acceptance throughout the City. The Union supports the Cincinnati Fire Department's efforts to increase racial and ethnic diversity within each fire station.

The Cincinnati Fire Department and the Union have undertaken efforts to achieve diversity, such as incentive transfers. The Cincinnati Fire Department and the Union remain committed to ensuring that diversity is promoted, valued, and supported within the Fire Department, as there is a direct relationship between the human composition of these institutions and the attitudes and image regarding the City of Cincinnati.

The City of Cincinnati and the Union recognize the intrinsic value and social benefit of racially balanced public service institutions and urges the continued commitment to pursuing this balance whenever possible.

ARTICLE 41

DRUG FREE WORKPLACE COMMITMENT

The City of Cincinnati and the Union agree that the public has a right to expect that Fire Fighters will be free from the effects of drugs and alcohol while on duty. Further, the City and

the Union encourage individuals who may have a drug and alcohol problem to seek confidential assistance with the Public Employees Assistance Program (PEAP).

The Union recognizes that the City has the right to expect its employees to report to work fit and able for duty. To ensure the safety of citizens and fire fighters, the Union agrees to cooperate with the City in maintaining a drug and alcohol free workplace.

In order to maintain a drug and alcohol free workplace, Appendix E of this contract will become effective on the first day of the month immediately following six (6) months after the ratification of this contract by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of October, 2011.

CINCINNATI FIRE FIGHTERS
UNION LOCAL 48, IAFF

Stephen S. Lazarus, Esq., L-48 Counsel

Marc E. Monahan, President

Matt R. Alter, Vice President

Thomas C. Donovan, 2nd Vice President

Joseph R. Gunnewick, Sec.-Treasurer

Reginald Hocker, Recording Secretary

CITY OF CINCINNATI

Milton Dohoney, City Manager

Richard Braun, Fire Chief

Hilary Bohannon, Human Resources Director

Ursula McDonnell, Labor Relations Manager

APPENDIX A

WAGES

All employees of the Cincinnati Fire Department, covered by this Agreement, shall receive a basic wage increase of zero percent effective from 12:01 a.m., on October 30, 2011 to midnight May 24, 2014 applied to all ranks and classifications within the Cincinnati Fire Department.

APPENDIX B

HEALTH PLANS

TERMS OF COVERAGE

TERMS OF COVERAGE – YEAR 2011-2014

		Single	Family
Premium Share		5%	5%
Deductible	Network	$300	$600
	Non-network	$600	$1,200
Co-insurance	Network	20% to $1,200	20% to $2,400
	Non-network	50% to $2,400	50% to $4,800
Out-of-pocket	Network	$1,500	$3,000
Maximum	Non-network	$3,000	$6,000
Prescriptions		$10/$20/$30	$10/$20/$30

(generic/brand/non-formulary)

Anthem Health Insurance Comparison Chart		
Effective January 1, 2007		
BENEFIT	**BLUE ACCESS 80/20**	
	Network	**Non-Network**
	Level 200	
Paycheck Deduction	Single - $12.66 per month Family - $36.40 per month Pre-tax. Deductions come out 1 month in advance. 5% deduction	Not applicable
The benefits comparison sheet is meant to be a summary of your benefits only. Once a plan is selected, the Benefits Certificate will serve as the final document for detailing coverage.		
ALL CHARGES LISTED WITH A PERCENTAGE ARE FIRST SUBJECT TO AN ANNUAL DEDUCTIBLE.		
Maximum	Single - $300 deductible	Single - $600 deductible then

Annual Out of Pocket	then 20% coinsurance. until you reach $1,200. Then coverage at 100%. Total = $1,500 Family - $600 deductible then 20% coinsurance. until you reach $2,400. Then coverage at 100%. Total = $3,000 Rx is not included above. Prescriptions always require a co-pay.	50% coinsurance until you reach $2,400. Then coverage at 100%. Total = $3,000. Family - $1,200 deductible then 50% coinsurance until you reach $4,800. Then coverage at 100%. Total = $6,000. Rx is not included above. Prescriptions always require a Co-pay.
Network Sizes	Approx. 1400 pcp and 2200 specialists	Not applicable.
Dependents over age 19)	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.
Lifetime Max. amount per individual.	$2 million combined Network and non-network.	$2 million combined. Network and non-network.
Disease Man-agement Prog.	Covered.	Not covered.
Maternity	Deductible & then 20% co-insurance applies. Dependent female children	Deductible & then 50 T co-insurance applies. Dependent female children are covered for maternity benefits.
	are covered for maternity	Their newborn will be covered after

	benefits. Their newborn will be covered after legal guardianship is obtained.	legal guardianship is obtained.
Mental Health Providers	Blue Access uses the Anthem Behavioral Health Network. Go to www.Anthem.com for providers or call 1-800-887-6055 No referral needed.	See inpatient &/or outpatient treatment of mental/nervous disorders for amounts of co-pays.
Office Calls	Deductible & then 20% co-insurance applies.	Deducible & then 50% co-insurance applies.
Prescription drugs.	Member pharmacy -30 day supply $10-formulary generic $20-formulary brand name $30-non-formulary brand name	Covered at 50%. Does not count for out of pocket maximums
	Mail Order-90 day supply $20-formulary generic $40-formulary brand name $60-non-formulary brand name Supplies for diabetes and asthma clients may be covered from 80% up to 100%.	Mail Order - not covered
Referrals	No referrals needed unless phy. requires it.	
Routine Mammograms & Routine PAP testing	Covered in full.	Deductible & then 50% co-insurance applies.
Routine Hearing Evaluation	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
Routine vision exam	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.

Wellness /Preventive (physical exams) & Immunizations	Covered in full.	Deductible & then 50% co-insurance applies.
Alcoholism /Drug Addiction	Inpatient Substance Abuse programs are limited to 2 per lifetime. Limited to 30 days per confinement. Inpatient care must be pre-certified. Deductible & then 20% co-insurance applies. 50 Outpatient visits. Visits are combined with Mental Health.	Deductible & then 50% co-insurance applies. Inpatient & outpatient substance abuse programs (limit of 2 per lifetime) Combined with mental health.
Allergy Treatment	Testing & treatment Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Anesthesia	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Blood	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Chiropractor Spinal manipulation services)	Deductible & then 20% co-insurance applies. Limit 12 visits per year.	Deductible & then 50% co-insurance applies. Limit 12 visits per year combined with network.
Durable Medical & Surgical Supplies	Deductible & then 20% co-insurance applies. Certain supplies are covered under prescription drug card.	Deductible & then 50% co-insurance applies. Certain supplies are not covered. Does NOT cover general items
	Does NOT cover general	such as bandages

	items such as bandages, thermometers, etc. May need claim form.	thermometers, etc. May need claim form.
Emergency Room	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Home Health Care	Deductible & then 20% co-insurance applies. Custodial care is not covered under any plan.	Deductible & then 50% co-insurance applies. Non-nework is limited to 30 visits. Custodial care is not covered under any plan.
Hospital Inpatient	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Hospice	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Infertility	Deductible & then 20% co-insurance applies. Applicable copays depends on place of service & covered to diagnosis. Fertility treatment is not covered.	Deductible & then 50% co-insurance applies. Only to diagnosis. Fertility treatment is not covered.
Inpatient Hospital Medical /Surgical Stay	Deductible & then 20% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authoriza-tion to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.	Deductible & then 50% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authoriza-tion to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.
Inpatient	Limited to 30 days	Deductible & then 50%
Treatment	annually.	co-insurance applies.

of Mental /Nervous Disorders	Deductible & then 20% co-insurance applies.	Limited to 30 days annually.
Local Ambulance	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Maxillary or Mandibular Osteotomies of Tempro-mandibular Joint dysfunc-tion (TMJ)	Deductible & then 20% co-insurance applies if medically necessary and authorized in advance.	Deductible & then 50% co-insurance applies. If medically necessary and authorized in advance.
Oral Surgery	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.
Out-of-area Emergency	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Out patient diagnostic services	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Hemodialysis	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient	Deductible & then 20%	Deductible & then 50%

Surgery	co-insurance applies.	co-insurance applies.
Out patient Treatment of Mental /Nervous Disorders	Limited to 50 visits annually. Deductible & then 20% co-insurance applies.	Limited to 50 visits annually combined with network. Deductible & then 50% co-insurance applies.
Physical Therapy and Occupational Therapy	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 20% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)),	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 50% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)).
Pre-admission testing	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Private duty nursing	Deductible & then 20% co-insurance applies. Must be pre-approved	Deductible & then 50% co-insurance applies. Must be pre-approved.
Prosthetic Devices/ Durable Medical Equipment	Deductible & then 20% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity	Deductible & then 50% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity
Radiotherapy & Chemotherapy	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Skilled Nursing Facility	Deductible & then 20% co-insurance applies. Days must be pre-authorized.	Deductible & then 50% co-insurance applies. Days must be pre-authorized.
Surgery	Deductible & then 20%	Deductible & then 50%
	co-insurance applies.	co-insurance applies.

Surgical Assistance	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Urgent Care Center	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Transplants - Kidney, Cornea, heart, lung & pancreas, liver.	Covered in full. $1 million lifetime maximum applies.	Deductible & then 50% co-insurance applies. Does not apply towards out of pocket maximums.
Tissue Transplant Including Bone Marrow		$1 million lifetime maximums applies, combined with network.
If you go out-of-network, the City cannot control the doctor's offices from balance billing for any differences between what Anthem pays and what Anthem states is your co-pay.		

APPENDIX C

GRIEVANCE MEDIATION PROCEDURES

In recognition of the desirability of resolving disputes by mutual agreement, the Union and the City, hereinafter referred to as the "parties," mutually agree to the following policies and procedures for the mediation of grievances pending arbitration, pursuant to the provisions of Article 6 of the collective bargaining agreement between the parties.

1. Grievance mediation is available to the parties at Step Three of the grievance procedure.

2. A grievance will be referred to mediation at the request of the Union unless the parties mutually agree to not mediate a particular grievance.

3. The parties shall mutually agree to a mediator to serve in the capacity of grievance mediator. The mediator must be an experienced mediator and/or arbitrator with mediation skills. The mediator may serve as an arbitrator for the same issue for which he or she is a mediator only with the agreement of both parties.

4. The mediator will be asked to provide a schedule of available dates. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed.

5. The grievant shall be represented by the Union and shall have the right to be present at the mediation conference. The City and the Union may each have no more than three (3) representatives (not counting the grievant) as participants in the mediation effort. Neither party shall be represented by an attorney. On the

day of the mediation, persons representing the parties shall be vested that day with full authority to resolve the issues being considered.

6. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted, and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

7. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator or the parties may be referenced or introduced into evidence at the arbitration hearing.

8. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into in writing at the mediation conference. The mediator shall not have the authority to compel the resolution of

a grievance.

9. If a grievance remains unresolved at the end of the mediation conference the mediator may, if requested by either party, render a verbal opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

10. If a settlement is not reached, the matter may go forward to Step Four Arbitration Level. All applicable time limits for appealing a grievance to arbitration contained in the collective bargaining agreement shall commence on the day of the mediation conference.

11. The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.

12. The parties agree to timely schedule grievance mediations when a grievance is advanced to mediation.

13. The fees and expenses to be charged by the mediator shall be negotiated between him or her and the parties. Fees and expenses for grievance mediation shall be paid equally by the City and the Union.

14. The parties agree to mutually examine and review the grievance mediation process and procedures adopted herein twelve (12) months from the date of execution of the collective bargaining agreement. The purpose of said examination and review is to revise, alter, correct or otherwise improve the grievance mediation process and procedures if such is deemed necessary.

APPENDIX D

CERTIFICATION AGREEMENT

Certification Agreement for Heavy Rescue/ Bomb Technician
(CIRCLE ONE)

I, _____, a non- certified member who has voluntarily
(MEMBERS NAME)

transferred to _____, agree to enroll in the next Fire Department
(COMPANY)

approved program and attain certification. I fully understand that I shall forfeit my position on my Company and may be subject to automatic transfer if I fail to qualify for, am no longer a member in good standing of, or do not successfully complete the course and present certification to the Fire Chief or his designee within twelve (12) months from the date of my voluntary transfer. An extension of the twelve (12) month time period may be granted, by the Human Resources Bureau Assistant Chief, for members in good standing of a Fire Department approved program and to members who, through no fault of their own, are unable to attain certification within the twelve (12) month period.

I understand that if I fail to successfully complete the Fire Department approved program, I shall not be eligible to sign a subsequent Certification Agreement without prior approval of the Human Resources Bureau Assistant Chief.

This Certification Agreement shall be considered completed upon presentation of the certification to the Fire Chief or his designee.

Member Signature: _____ Date: _____

Immediate Supervisor: _____ Date: _____

District Chief: _____ Date: _____

Assistant Chief: _____ Date: _____

APPENDIX E - EMPLOYEE ALCOHOL AND DRUG TESTING

Section 1. Statement of Policy.

It is the policy of the City of Cincinnati that the public has the right to expect persons employed by the City in its Fire Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

Section 2. Testing Information.

All employees shall be informed of the Fire Department drug and alcohol testing policy. No employee shall be tested before they have been provided a reasonable opportunity to obtain this information.

Section 3. Prohibitions.

Employees shall be prohibited from:

(a) Reporting to work or working under the influence of alcohol;

(b) Consuming alcohol at any time during the workday or consuming alcohol anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, (provided that employees who decline overtime opportunity due to consuming alcohol four (4) hours prior to the start of work shall not be penalized in terms of their position on the overtime list or disciplined for declining a call-out for this reason);

(c) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place;

(d) Abusing any prescription drug;

(e) Failing to adhere to any limitations or restrictions imposed by their physicians in connection with any prescribed medications, and immediately reporting to their supervisor any restrictions imposed by their physicians.

Section 4. Drug and Alcohol Testing Permitted.

(A) i. Reasonable Suspicion. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic and/or withdrawal effects of alcohol/drugs. The supervisor shall record, in writing, his observations which created a reasonable suspicion. The supervisor shall immediately seek a second supervisor to confirm such suspicion. The second supervisor shall also record, in writing, his observations which confirm reasonable suspicion.

ii. When reasonable suspicion that an employee is under the influence of drugs/alcohol is documented, the employee will be immediately removed from duty. The employee shall be immediately transported to the City's designated collection site for drug/alcohol testing, by a supervisor.

The department shall take all reasonable steps to prevent the employee from driving, up to and including transporting the employee home if necessary. If it is not possible to prevent the employee from driving, the Department shall notify the

Police. After drug/alcohol testing, the employee will be placed in a SWP or SWOP status until the drug/alcohol test results are known.

iii. If a reasonable suspicion alcohol test is not administered within two hours following the determination that the employee should be tested, the supervisor shall prepare and maintain on file, a written record stating the reasons the test was not administered. If an alcohol test or drug test is not administered within eight hours of determination, attempts to administer an alcohol test shall cease, and the supervisor shall state in the written record the reasons for not administering the test. Employees shall not be subjected to random medical testing involving blood or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this Appendix E

(B) Random Testing. During the workday, employees are subject to random testing for drugs or alcohol. The annual number of such random tests shall total a maximum of 200 employees covered by this Contract. The 200 set forth above shall be divided as follows: a maximum of 80 of the members shall be tested for Alcohol and a maximum of 120 of the members shall be tested for drugs. Such tests shall be spread reasonably throughout the year. The City shall contract with an outside contractor who shall select employees for random testing using a scientifically valid method and lists of employees supplied by the City each month.

Employees notified of their selection for random testing shall proceed

immediately to the collection site. Employees who are on approved leave, off duty, or already absent at the time of their selection will be excused but remain subject to future random testing.

(C) Post Accident- An Employee driving on duty who is involved in a vehicular accident, or an employee driving a city vehicle whether on or off duty, shall be tested for drugs and alcohol as soon as practical following the accident if any of the following occurs:

i. The accident involves the loss of human life or bodily injury to any person who, as a result of the injury, receives emergency medical treatment away from the scene of the accident; or.

ii. The driver receives a citation under state or local law for a moving traffic violation arising from the accident or;

iii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be towed away from the scene;

iv. The accident causes damage to property other than a motor vehicle and the investigating supervisor reasonably believes that the property damage is of an amount greater than $5,000.00

Notwithstanding the above, when the investigating supervisor determines immediately after the accident that the accident was not caused by negligence on the part of the employee, (e.g. the employee is stopped and gets rear-ended by another driver), the employee will not be required to submit to post-accident testing.

Section 5. Order to Submit to Testing.

An employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Appendix shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Appendix.

Section 6. Test to be Conducted.

In conducting the testing authorized by this Contract, the City shall comply with the following:

(a) The lab performing drug tests shall be federally certified to do drug testing. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.

(b) Collection of breath and urine samples shall be conducted in a manner which is consistent with HHS guidelines. Strict chain of custody procedures which are consistent with HHS guidelines must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose.

(c) Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. §40.25(e)(2), or as set forth herein.

(d) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must

be stored and preserved in a manner that conforms to HHS guidelines.

(e) Employees have the right for a Union representative to be present during any pre-collection interviews of employees intended to determine whether reasonable suspicion exists, but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means twenty (20) minutes or more; for drug tests, "unreasonable delay" means two (2) hours. Prior to submitting a urine or breath specimen, the employee will be required to sign a consent-refusal form and will be subject to discipline for refusing to sign such a form; provided, an employee's refusal to consent is not a waiver of any objection to the test the employee would otherwise have.

(f) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained for at least twelve (12) months or (provided written notice is given the lab by the City or Union, before the expiration of the twelve (12)-month period) for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.

(g) The City will provide employees who test positive for alcohol or drugs with an opportunity to have the split urine or blood specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic

and the testing procedure, including chain of custody, meets or exceeds the standards established in this Appendix. If the drug/alcohol test from the laboratory chosen by the employee is negative, the city will fully reimburse the member for the cost of the second drug/alcohol test.

(h) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that an employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Appendix, a positive drug test result means the presence of drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 7 below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

(i) With regard to alcohol testing, the vendor contracted by the City shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial positive alcohol level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing

expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(j) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

Section 7. Drug Testing Standards (HHS Standards).

(A) Screening Test Standards. The lab shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites. 50ng/ml

Cocaine metabolites. 300ng/ml

Opiate metabolites*. 2000ng/ml

Phencyclidine. 25ng/ml

Amphetamines. 1000ng/ml

Methaqualone. 200ng/ml

Benzodiazepines. 300ng/mi

Barbiturates. 200ng/ml

*If immunoassay is specific for free morphine, the initial testing level is 25ng/ml.

(These numbers may be revised to remain consistent with HHS guidelines.)

(B) Confirmatory Test Standards. All urine specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Confirmatory Test Levels

Marijuana metabolites*. 15ng/ml

Cocaine metabolites**. 150ng/ml

Opiates: Morphine. 2000ng/ml

Codeine. 300ng/ml

Phencyclidine. 25ng/ml

Amphetamines: Amphetamine. 500ng/ml

Methamphetamine. 500ng/ml

Methaqualone. 200ng/ml

Benzodiazepines. 300ng/ml

Barbiturates. 200ng/ml

* Delta 9 tetrahydrocannabinol 9 carboxylic acid

**Benzoyl ecgonine

(These numbers may be revised to remain consistent with HHS guidelines.)

(C) Testing for Other Prescription Drugs. Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test

cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Contract or HHS standards, if any.

(D) Medical Review Physician ("MRP"). The Medical Review Physician must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The MRP shall not be 1. Affiliated with the City's Employee Health Service or 2. An employee of the City of Cincinnati. The role of the MRP will be to review and interpret positive drug test results. He shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected employee, review of the employee's medical history, review of the chain of custody and review of any other relevant biomedical factors. The MRP must review all medical records made available by the testing employee when a confirmed positive test could have resulted from legally prescribed medication. An employee shall be expected to cooperate promptly with the MRP. The MRP may verify a test as positive without interviewing the affected employee if more than five (5) days elapse after the MRP first attempts to telephone the employee.

(E) Return to Duty: Prior to returning to duty after testing positive for drugs/alcohol the employee shall submit to a drug/alcohol test. The employee may return to duty once a negative drug/alcohol test has been obtained. The employee shall be

administered the same screen(s) (drug and/or alcohol) that was used in obtaining the original positive result.

Section 8. Disciplinary Action.

The City will not discharge an employee who tests positive a first time, but may suspend such employee. The length of such suspension shall be determined on a case-by-case basis but shall not exceed two 24-hour shifts (for 48-hour employees) or 4 (four) 10-hour calendar days (for 40-hour employees) unless the employee has failed before the end of such suspension period to provide the City with the results of an evaluation. This limitation on discipline shall not limit the City in imposing additional discipline for gross misconduct which may be coincident with an employee's improper drug or alcohol use. In order to avoid additional discipline, the employee (who tests positive the first time) must:

(a) Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;

(b) Successfully complete all counseling, treatment or after-care (of up to twelve (12) months) recommended by the Substance Abuse Professional;

(c) Discontinue (and not resume) the use of illegal drugs and/or misuse of alcohol;

(d) Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the employee to disclose to the personnel specified in Section 12, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to

active duty;

(e) Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times per twelve (12) month period for thirty-six (36) months, (i.e., the thirty-six (36) month period beginning after the employee's return from suspension); and

(f) Agree that during this period in (e), above, if the employee tests positive again or otherwise violates this Appendix the employee may be subject to discipline.

Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline. This Appendix shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.

Employees who test positive more than once are subject to discipline. Employees who refuse to cooperate in a permitted test are subject to discipline.

Section 9. Right of Appeal.

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed. Any evidence concerning test results which is obtained in violation of the standards contained in this Appendix shall not be admissible in any disciplinary proceeding involving the employee.

Section 10. Voluntary Request for Assistance.

An employee may voluntarily enter rehabilitation without a requirement of prior testing. Any employee who does so shall not be disciplined, provided such employee has not been

directed to take a test prior to submission to voluntary rehabilitation, but the employee must:

(a) Agree to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional(s) or physician(s) involved;

(b) Discontinue use of illegal drugs or misuse of alcohol;

(c) Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City's personnel as specified in Section 12, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;

(d) Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,

(e) Agree to submit to random testing up to eight (8) times per twelve (12) month period for the following thirty-six (36) months, (i.e., the thirty-six (36) months following entry into treatment).

Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline. This Appendix shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his duties or whose continuance on active status would constitute a direct threat to property or safety.

Section 11. Treatment.

Treatment and rehabilitation costs arising out of the employee's first use of such services shall be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees will be allowed to use their accrued and earned leave (vacation, holiday, sick leave, or comp time) or at the employees option, take an unpaid leave of absence for the necessary time off involved in a rehabilitation program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

Section 12. Employee Assistance Program.

The City provides a Public Employee Assistance Program (PEAP). Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the PEAP. Only upon written authorization by the employee may the PEAP inform the Fire Chief, the Human Resources Director, or their designees, of any such request or any treatment that may be given and those City employees shall hold such information strictly confidential. All such information shall also be available to the Union officer(s) to whom disclosure is specifically authorized if the employee authorizes such disclosure, in writing. An employee voluntarily seeking assistance shall not be disciplined under this Appendix for seeking such assistance (except for failure to fulfill obligations under Section 10 of this appendix).

Section 13. Duty Assignment After Treatment.

Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment (provided the employee is then in compliance with Section 8 or 10, whichever applies). Once treatment and any follow-up care is completed, and the applicable contract expungement period has passed (without any positives or any drug/alcohol policy

violations) since the employee returned from a suspension after an initial positive or voluntarily requested assistance under Section 10, the employee's personnel file shall be purged of any reference to his drug or alcohol problem, and all such records shall be stored by the City in a completely separate medical file.

Section 14. Union Held Harmless.

This drug and alcohol testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Contract relating to drug and alcohol testing. The Union shall be held harmless for the violation or alleged violation of any employee rights arising from the City's administration of the drug and alcohol testing program.

Section 15. Changes in Testing Procedures.

The parties recognize that during the life of this Contract there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties agree to refer such changes for discussion at the LMC.

Section 16. Conflict With Other Laws.

This Appendix is in no way intended to supersede or waive any constitutional rights that the employee may be entitled to under the Federal or State constitutions.

Section 17. Definitions.

"Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

"Abuse of Prescription Drugs" means (i) to use a prescribed drug contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing health care professional.

"Misuse of Alcohol" means to consume ethyl, methyl or isopropyl alcohol in violation of this Appendix, any applicable last chance agreement or the written recommendations of any person or program treating or counseling the employee for chemical dependency.

"Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide breath and urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens. If the employee is alleged to have tampered with the initial specimen, the employee shall be given the opportunity to provide a second specimen in the presence of a lab employee. This second specimen shall be collected at the time the first specimen is questioned.

"Under the Influence of Alcohol" means an alcohol concentration of .04 or more or actions, appearance, speech or body odors which cause two supervisors to conclude that an employee is unable to work safely or effectively because of alcohol consumption.

Pay Rates
Effective May 30, 2011 to May 24, 2014

Rank	Annual	Bi-Weekly	40 Hour	48 Hour	Overtime
FF-R	35,963	1,383.18	17.2898	14.4082	25.9347
FF-PR	47,471	1,825.80	22.8226	19.0188	34.2338
FF-1	53,888	2,072.61	25.9076	21.5897	38.8614
FF-2	55,922	2,150.87	26.8858	22.4048	40.3287
FF-3	57,960	2,229.23	27.8654	23.2212	41.7981
FF-4	60,004	2,307.84	28.8479	24.0399	43.2719
Paramedic Training Officer	62,403	2,400.15	30.0019	25.0016	45.0029
Specialist	64,804	2,492.46	31.1558	25.9631	46.7336
FAO	64,804	2,492.46	31.1558	25.9631	46.7336
Lieutenant	69,605	2,677.08	33.4636	27.8863	50.1954
Captain	80,741	3,105.42	38.8178	32.3481	58.2267
Fire District Chief	93,660	3,602.28	45.0286	37.5238	67.5429

Certification	Annual	Bi-Weekly
EMT	2,400	92.31
Special	4,200	161.55
Paramedic	6,000	230.78