

2005 - 2007

Labor-Management Agreement

by and between

CITY OF CINCINNATI

and the

CINCINNATI FIRE FIGHTERS

UNION LOCAL 48

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, AFL-CIO

EFFECTIVE JUNE 5, 2005

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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 / BOARD OF REVIEW

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 City Manager 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 City Manager or his designee may adjust the grievance in favor of the Union or submit the matter to arbitration. If the City Manager 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") within ten (10) calendar days from the date the grievance was presented to the City Manager, with a copy of said notice to the City Manager or his designee. The AAA 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 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.

Board of Review: Disciplinary actions involving written reprimands shall not be subject to the

grievance procedure. However, such written reprimands shall be subject to review by a Board of Review (“Board”), consisting of five (5) members. Two (2) members shall be appointed by the Fire Chief, two (2) members shall be appointed by the Union, and one (1) member appointed by mutual agreement of the Fire Chief and the Union. Members of the Board of Review shall not be compensated for off-duty time spent in service to the Board. A majority of the Board is needed to sustain, reverse or reduce a written reprimand. The Board shall be guided by the established “Guidelines for the Board of Review.” Changes to the Guidelines may be made, but only by mutual agreement of the City and the Union.

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 Board of Review. However, only one (1) on-duty witness shall receive full pay and benefits for all on-duty time spent at the hearing.

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.

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.

Section 7.2 Union Stewards.

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

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 7.3 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. On a case-by-case basis and by mutual agreement of the Fire Chief and the Union, the President's (or his designee's) work schedule can be modified from the 24 hour tour system in order to facilitate issues of mutual benefit. 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. All aforementioned time off shall be granted with full pay. 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 verbal and must be followed by a Form 25-S not later than the member's next tour.

Section 7.4 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.

Section 7.5 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 7.6 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 7.7 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 7.8 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.

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 and boots.

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.

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.

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 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 twenty-one (21) days 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.

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 eight (8) continuous hours or more, with the exception of Fire Lieutenants. The member(s) are to be paid for the first eight (8) 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.

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 Health 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, summer and winter dress uniforms, two (2) sets of fatigue uniforms and one (1) fatigue jacket with liner. Upon leaving the Cincinnati Fire Department, personal official equipment shall be returned to the Cincinnati Fire Department.

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 During the months of May through September, members shall be permitted to wear approved t-shirts as an optional uniform shirt.

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 When the Fire Chief determines it is necessary for the employee to wear civilian clothing as a primary responsibility of his duties, the employee may elect to receive the biannual clothing allowance of \$300.00 on or before April 1 and October 1 in lieu of the quartermaster system. When an employee elects the clothing allowance in lieu of the quartermaster system, that employee is responsible for the purchase and upkeep of his uniform(s). Once an employee elects to receive the uniform allowance, the employee shall continue to receive the clothing allowance until transferred into an assignment that does not permit the wearing of civilian clothing.

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 one hundred fifty dollars \$150.00 per occurrence.

ARTICLE 18

TRANSFERS AND COMPANY DETAILS

Section 18.1 Transfers.

- A. Fire Fighter Assignments for Members Hired after June 7, 2003:
Members at the rank of Fire Fighter 3 and below shall not hold a permanent position. Members at the rank of Fire Fighter 3 and below shall be assigned by the Fire Chief or his designee. Members at the rank of Fire Fighter 3 shall be permitted to file transfer requests no sooner than thirty (30) days prior to their anticipated pay step up to Fire Fighter 4. Members at the rank of Fire Fighter 3 and below shall not be considered for transfer to a permanent assignment prior to receiving a step up to Fire Fighter 4. Said transfers shall be in accordance with all other provisions of this Article.
- B. Fire Suppression Companies: When a transfer of a member to a fire suppression 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, ability, performance and experience.
- C. Paramedic Companies: When a transfer of a member to a paramedic 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 shall be made from those personnel who requested it in writing. Such transfer shall be based upon seniority in grade, certification or certification agreement,

ability, performance and experience. Upon notice and approval, non-paramedic members enrolled in a Fire Department approved paramedic program shall be considered as a paramedic-certified employee for the purposes of this Article.

i. Rescue Unit vacancies shall be filled by transfer requests on file.

If there are no transfer requests on file, vacancies shall be filled by a paramedic certified Fire Fighter 3 or below, hired after June 7, 2003, who has completed Fire Department probation. If no paramedic certified Fire Fighter 3 or below, hired after June 7, 2003, exists, vacancies shall be filled by the least-senior paramedic certified fire fighter. The member may be prohibited from transferring from a Rescue Unit for up to one (1) year.

ii. When a vacancy occurs on a Paramedic Engine Company where less than two (2) paramedics are already assigned on a unit, transfers shall be limited to paramedics from the rank where the vacancy occurs or to members of that rank who sign a paramedic certification agreement. If the officer is the only member on the company with a paramedic certification, the next vacancy will require a paramedic certification or a signed certification agreement. When a vacancy occurs on a Paramedic Engine Company where two (2) paramedics are already assigned on a unit, including an officer, transfers shall be based upon seniority, regardless of certification. If there are no transfer requests on file, vacancies shall be

filled by a paramedic certified Fire Fighter 3 or below, hired after June 7, 2003, who has completed Fire Division probation. If no paramedic certified Fire Fighter 3 or below, hired after June 7, 2003, exists, vacancies shall be filled by the least-senior paramedic certified fire fighter.

- iii. Paramedic Fire Captain and Fire Lieutenant positions are a priority and shall be filled for the effective and efficient operation of the Fire Department. Such transfer shall be based upon seniority in grade, certification or certification agreement, ability, performance and experience.
- iv. A Fire Captain with paramedic certification may transfer from a Paramedic Engine Company if their assignment can be filled by a Fire Captain with paramedic certification or a Fire Captain who signs a certification agreement. Failure of a member to fulfill the certification agreement may cause the previous Captain to return to his original assignment and the member failing to fulfill his certification agreement to fill the open assignment.
- v. A Fire Lieutenant with paramedic certification may transfer from a Paramedic Engine Company if his assignment can be filled by a Fire Lieutenant with paramedic certification or a Lieutenant who signs a certification agreement. Failure of a member to fulfill the agreement shall

create a vacant position. The position shall be filled by the transfer system. Such transfer shall be based upon seniority in grade, certification or certification agreement, ability, performance and experience. If a replacement cannot be found, the least-senior paramedic certified Lieutenant assigned to a non-paramedic Company shall fill the assignment.

- vi. The paramedic Certification Agreement is listed in this Agreement as Appendix D. The number of Certification Agreements is dependent upon the number of paramedic certified members of the Fire Department and may be limited by the Fire Chief. Members who sign a Certification Agreement shall have priority for paramedic school selection. Members shall forfeit their position on a Paramedic Engine Company and may be subject to automatic transfer if they fail to qualify for, are no longer a member in good standing of, or do not successfully complete the course and present State of Ohio paramedic certification to the Fire Chief or his designee within eighteen (18) months from the date of their voluntary transfer. An extension of the eighteen (18) month time period may be granted by the Human Resources Bureau Assistant Chief for members in good standing of a Fire Department approved paramedic program, dependent upon time restrictions and program standing. Members who fail or have failed to successfully complete a Fire Department approved

paramedic program shall not be eligible to sign a subsequent Certification Agreement without prior approval of the Human Resources Bureau Assistant Chief.

D. Non-Suppression Assignments: When a transfer of a member to a non-suppression 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, seniority in grade, ability, performance and experience. The City shall post the list of qualifications for each position prior to the position being filled.

E. 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 voluntarily transferring or changing units shall retain their previously

selected Vacation or Holiday assignments only if scheduled leave limits are not exceeded. Members involuntarily transferring due to promotion shall be assured their previously selected Vacation or Holiday assignment. Members involuntarily transferring or changing units due to the needs of the department will be assured their previously selected Vacation or Holiday assignment.

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.

Section 18.4 Upon written notification to 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 Board of Review as provided in Article 6.

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 Transfers of paramedics to and from Engine 14, Squad 52 and Bureaus will be determined by the paramedic capabilities of the Fire Department, pursuant to Article XVIII, Section 1 (A) or 1 (C).

Section 18.9 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 Rescue Unit. Members may still voluntarily take details to a Rescue Unit.

Section 18.10 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 an Ambulance Unit. Members may still voluntarily take details to an Ambulance 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. 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.

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

in writing from a licensed health care provider who is providing the treatment (MD, DO, nurse practitioner or physician's assistant) for the time of the absence. If the absence occurs on a day when Employee Health Services is operating, the member shall obtain the verification of injury or illness from Employee Health Services.

- i. The medical verification of injury or illness shall be submitted to the Human Resources Bureau within seven (7) days of the occurrence.
 - ii. Failure to produce the written medical verification of injury or illness within seven (7) days of the occurrence may result in disciplinary action.
- 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 ten (10) hours.
- D. SWP-F: In the event of a critical illness or serious injury, a member shall be granted additional time up to fourteen (14) hours SWP-F in addition to the ten (10) hours provided in Item C.
- E. 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.
- F. 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.

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

H. 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. Furthermore, members returning from SWP are not required to report to or be evaluated by a city-approved licensed health care provider. Members returning from a serious health condition as defined under the Family and Medical Leave Act (FMLA) may be required by the Fire Department to be evaluated by a city-approved licensed health care provider prior to return to duty.

Section 28.5 A member with three (3) or more instances or greater than ninety-six (96) 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.

Section 28.6 Sickness or injury of a member caused by outside employment shall not be chargeable to Sick Leave With Pay.

Section 28.7 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 28.8 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 ten (10) 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 28.9 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 eight (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 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 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)

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) 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 28.10 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 28.11 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 borne equally by the City and the member on a pre-paid basis. 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.

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 or Holiday Leave in any of the rounds. 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. Single vacation or holiday tours (hereinafter referred to as Additional Leaves) may be used by any member during the year. To use a single vacation or holiday tour, members shall request such tours from the District Chief, no greater than twenty-one (21) days and no less than seventy-two (72) hours in advance. Single vacation 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.

I. Partial-tour vacation or holiday selections may be used by any member during the year, subject to the cap set forth in Paragraph H of this Section. To use a partial-tour vacation or holiday, members shall request such partial-tour from the District Chief, no greater than twenty-one (21) days 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 or holiday leave must be used per each request. Partial tour vacation 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, 2006 for effectiveness and ease of operation. Partial-tour vacation or holiday picks shall be assigned upon request after April 1. The basis for this pick shall be first request.

J. 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.

K. 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.

L. 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.

M. 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 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 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 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.

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. All members of the Cincinnati Fire Department shall receive eight (8) hours or any equivalent portion thereof of Compensatory Time for any special holiday declared by the City of Cincinnati, State of Ohio or the Government of the United States and which is applicable to city employees.
- G. Members of the Cincinnati Fire Department shall be permitted to sell back to the City of Cincinnati holiday repay time to be earned in the year following the year the request is made. 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. 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 | |
| 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 |

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 nine percent (9%) of the base

salary of the rank of Fire Fighter 4. Effective March 12, 2006, all members who hold a State of Ohio Paramedic Certification (EMT-P) shall be paid an annual certification pay equal to nine and one-half percent (9.5%) of the base salary of the rank of Fire Fighter 4. Effective December 31, 2006, 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. All members who achieve the designation of Paramedic Training Officer (“PTO”) shall be paid an annual certification pay equal to thirteen percent (13%) of the base salary of the rank of Fire Fighter 4. Effective March 12, 2006, all members who achieve the designation of Paramedic Training Officer (“PTO”) shall be paid an annual certification pay equal to thirteen and one-half percent (13.5%) of the base salary of the rank of Fire Fighter 4. Effective December 31, 2006, all members who achieve the designation of Paramedic Training Officer (“PTO”) shall be paid an annual certification pay equal to fourteen percent (14%) 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 three percent (3%) of the base salary of the rank of Fire Fighter 4. Effective March 12, 2006, all members who hold a State of Ohio EMT-B (Emergency Medical Technician-Basic) certification shall be paid an annual certification pay equal to three and one-half percent (3.5%) of the base salary of the rank of Fire

Fighter 4. Effective December 31, 2006, 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 six percent (6%) of the base salary of the rank of Fire Fighter 4. Effective March 12, 2006, 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 six and one-half percent (6.5%) of the base salary of the rank of Fire Fighter 4. Effective December 31, 2006, 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 Squad 52 / HazMat Heavy Rescue 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 six percent (6%) of the base salary of the rank of Fire Fighter 4. Effective March 12, 2006, all members permanently assigned to Squad

52 / HazMat Heavy Rescue 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 six and one-half percent (6.5%) of the base salary of the rank of Fire Fighter 4. Effective December 31, 2006, all members permanently assigned to Squad 52 / HazMat Heavy Rescue 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. Paramedic Training Officers shall be limited to twelve (12) positions, and the total paramedic positions shall be limited to no more than two hundred (200) positions for the life of this Agreement.
- 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 of thirty-five thousand dollars (\$35,000). 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 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 sixty dollars (\$60.00) 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 current City policy or up to a maximum of 50% of the employee's tuition cost, whichever is greater, 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.

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 showing that he has successfully completed the course or program.

Successful completion shall be evidenced by a grade of "C" or higher or by other certification or letter from the institution indicating satisfactory completion. 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) calendar 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 5th day of June 2005, and shall

remain in full force and effect until 12:00 Midnight on the 2nd day of June, 2007.

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:

Squad 52 - Heavy Rescue / Hazardous Materials Response

Engine 14 - Hazardous Devices Unit (EOD)

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 Squad 52 or Engine 14 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

STAFFING REQUIREMENTS

The City agrees to maintain four (4) person companies for each fire suppression unit, including but not limited to Engine Companies, Ladder Companies and Squad 52 (Heavy Rescue Company). Provisions for the specific application of this section are established and agreed to in a Letter of Intent between the parties.

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 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: Member 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 WITNESS WHEREOF, the parties hereto have set their hands this 9th day of September, 2005.

CINCINNATI FIRE FIGHTERS
UNION LOCAL 48, IAFF

CITY OF CINCINNATI

Joseph W. Diebold, President

David E. Rager, City Manager

Joseph J. Arnold, Vice President

Scott Stiles, Assistant City Manager

Thomas M. Marzheuser, Sec.-Treasurer

Robert Wright, Fire Chief

George J. Hornback,, Recording Secretary

Carole Callahan, Human Resource Director

Curtis N. Chandler, Negotiator

Ursula McDonnell, Esq., Negotiator

James Froelicher, Negotiator

Daniel Campbell, Negotiator

Joseph R. Gunnewick, Negotiator

Maria Menke-Sunderhaus, Negotiator

Douglas W. Stern, Negotiator

Nicholas Sunyak, Negotiator

APPENDIX A

WAGES

All employees of the Cincinnati Fire Department, covered by this Agreement, shall receive a basic wage increase of three percent (3.0%) effective from 12:01 a.m., June 5, 2005 to midnight, June 3, 2006; and a three percent (3.0%) basic wage increase effective from 12:01 a.m., June 4, 2006 to midnight, June 2, 2007, applied to all ranks and classifications within the Cincinnati Fire Department.

APPENDIX B
HEALTH PLANS
TERMS OF COVERAGE

TERMS OF COVERAGE – YEAR 2006-2007

| | | 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 Maximum | Network | \$1,500 | \$3,000 |
| | Non-network | \$3,000 | \$6,000 |
| Prescriptions (generic/brand/non-formulary) | | \$10/\$20/\$30 | \$10/\$20/\$30 |

| <i>Anthem Health Insurance Comparison Chart</i> | | |
|---|--|--------------------------------|
| Effective January 1, 2006 | | |
| BENEFIT | BLUE ACCESS 80/20 | |
| | Network | Non-Network |
| | Level 200 | |
| Paycheck Deduction | Single - \$12.66 per month Family - \$34.98 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 | <p>then 20% coinsurance. until you reach \$1,200. Then coverage at 100%. Total = \$1,500</p> <p>Family - \$600 deductible then 20% coinsurance. until you reach \$2,400. Then coverage at 100%. Total = \$3,000</p> <p>Rx is not included above. Prescriptions always require a co-pay.</p> | <p>50% coinsurance until you reach \$2,400. Then coverage at 100%. Total = \$3,000.</p> <p>Family - \$1,200 deductible then 50% coinsurance until you reach \$4,800. Then coverage at 100%. Total = \$6,000.</p> <p>Rx is not included above. Prescriptions always require a Co-pay.</p> |
| 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 Management Prog. | Covered. | Not covered. |
| Maternity | Deductible & then 20% co-insurance applies. Dependent female children are covered for maternity | Deductible & then 50 T co-insurance applies. Dependent female children are covered for maternity benefits. 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. | Deductible & then 50% co-insurance applies. |
| Prescription drugs. | Member pharmacy -30 day supply \$10-formulary generic \$20-formulary brand name \$30-non-formulary brand name 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%. | Covered at 50%. Does not count for out of pocket maximums 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-network 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 authorization 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 authorization to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab. |
| Inpatient Treatment | Limited to 30 days annually. | Deductible & then 50% 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 Temporo-mandibular Joint dysfunction (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 Private duty nursing | Deductible & then 20% co-insurance applies. Deductible & then 20% co-insurance applies. Must be pre-approved | Deductible & then 50% co-insurance applies. 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% co-insurance applies. | Deductible & then 50% 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. |
| <p>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.</p> | | |

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

I, _____, a non-paramedic certified member who has
PRINT NAME
voluntarily transferred to _____, agree to enroll in the next Fire
PARAMEDIC ENGINE COMPANY
Department approved paramedic program and attain paramedic certification. I fully understand that I shall forfeit my position on a Paramedic Engine 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 State of Ohio paramedic certification to the Fire Chief or his designee within eighteen (18) months from the date of my voluntary transfer. An extension of the eighteen (18) month time period may be granted, by the Human Resources Bureau Assistant Chief, for members in good standing of a Fire Department approved paramedic program dependent upon time restrictions and program standing.

I understand that if I fail to successfully complete the Fire Department approved paramedic 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 State of Ohio paramedic certification to the Fire Chief or his designee.

Member Signature: _____

Date: _____

Immediate Supervisor: _____

Date: _____

District Chief: _____

Date: _____

Assistant Chief: _____

Date: _____

Letter of Agreement

Health and Wellness

City of Cincinnati (City) and IAFF Local 48 (Union)

Whereas, the City and the Union agree that the implementation of a Joint Health and Wellness Program for fire fighters and the medical guidelines of NFPA 1582 may be beneficial to both parties, the Parties agree as follows:

Section 1. The City shall provide \$200,000 per year towards a Joint Health and Wellness Program.

Section 2. The City and the Union agree that during the duration of a Joint Health and Wellness Program and in the interest of the health and wellness of all Cincinnati fire fighters, all members shall have a physical on a bi-annual basis or as recommended by the Health and Wellness Physician. Participation in the program is mandatory for all members. Failure to participate may result in disciplinary action.

Section 3. Physicals conducted by the Joint Health and Wellness Physician shall be done on duty. Members may elect to participate in physicals or other evaluations through the Joint Health and Wellness Program on their off duty time; however, if a member elects to participate while in an off duty status, said off duty time spent shall not be considered time worked and shall not be compensable. Additionally, referrals of members by the

Joint Health and Wellness Physician to the member's personal treating physician shall be conducted in an off duty status; said off duty time spent shall not be considered time worked and shall not be compensable.

Section 4. The confidentiality of all personal medical information obtained shall be in accordance with federal and state law, and no personal medical information may be disclosed to any person without written permission of the member.

Section 5. Parties have further agreed that the Joint Health and Wellness Physician and the member's personal treating physician retain exclusive control over any recommendation for all duty status determinations through the Health and Wellness Program, and such duty status determinations shall be entirely independent of and without control by EHS. However, if for any reason, the Fire Administration has concerns over a member's fitness for duty, this section does not prohibit an independent medical evaluation by the Employee Health Services physician or another licensed physician chosen by the City.

Section 6. A Health and Wellness Program Steering Committee shall be formed and consist of one (1) representative from Fire Administration, one (1) representative from the Union, and one (1) representative from City Administration. The Steering Committee shall recommend by unanimous consent a Health and Wellness Physician, who shall be subject to approval by the City. The Steering Committee shall also determine by unanimous consent the requirements of the Health and Wellness Program.

Section 7. Any study or report regarding the health and wellness of fire fighters utilizing information submitted to or gathered through the Health and Wellness Program shall be

submitted to Local 48 sixty (60) days prior to publication or release. Any such study or report shall conform to all federal, state and local laws related to patient confidentiality.

Section 8. This Letter of Agreement supersedes the Health and Wellness Side Letter, dated July 1, 2004, and shall expire on June 2, 2007.

Pay Rates
Effective June 5, 2005 to June 3, 2006

| Rank | Annual | Bi-Weekly | 40 Hour | 48 Hour | Overtime |
|---------------------|--------|-----------|-----------|-----------|-----------|
| FF-R | 31,952 | 1,228.94 | 15.361773 | 12.801477 | 23.042659 |
| FF-PR | 42,177 | 1,622.20 | 20.277541 | 16.897951 | 30.416311 |
| FF-1 | 47,879 | 1,841.49 | 23.018575 | 19.182146 | 34.527863 |
| FF-2 | 49,686 | 1,911.01 | 23.887683 | 19.906402 | 35.831524 |
| FF-3 | 51,497 | 1,980.65 | 24.758069 | 20.631724 | 37.137103 |
| FF-4 | 53,313 | 2,050.48 | 25.631012 | 21.359176 | 38.446517 |
| Specialist | 57,578 | 2,214.52 | 27.681491 | 23.067909 | 41.522236 |
| FAO | 57,578 | 2,214.52 | 27.681491 | 23.067909 | 41.522236 |
| Lieutenant | 61,843 | 2,378.56 | 29.731972 | 24.776643 | 44.597957 |
| Captain | 71,737 | 2,759.13 | 34.489086 | 28.740905 | 51.733630 |
| Fire District Chief | 83,215 | 3,200.59 | 40.007340 | 33.339450 | 60.011010 |

| Certification | Annual | Bi-Weekly |
|--------------------|--------|-----------|
| EMT | 1,599 | 61.51 |
| Special | 3,199 | 123.03 |
| Paramedic | 4,798 | 184.54 |
| Para Train Officer | 6,931 | 266.56 |

Effective March 12, 2006

| Certification | Annual | Bi-Weekly |
|--------------------|--------|-----------|
| EMT | 1,866 | 71.77 |
| Special | 3,465 | 133.28 |
| Paramedic | 5,065 | 194.80 |
| Para Train Officer | 7,197 | 276.81 |

Pay Rates
Effective June 4, 2006 to June 2, 2007

| Rank | Annual | Bi-Weekly | 40 Hour | 48 Hour | Overtime |
|---------------------|--------|-----------|-----------|-----------|-----------|
| FF-R | 32,911 | 1,265.81 | 15.822626 | 13.185521 | 23.733939 |
| FF-PR | 43,443 | 1,670.87 | 20.885867 | 17.404889 | 31.328801 |
| FF-1 | 49,315 | 1,896.73 | 23.709132 | 19.757610 | 35.563698 |
| FF-2 | 51,177 | 1,968.35 | 24.604313 | 20.503594 | 36.906470 |
| FF-3 | 53,042 | 2,040.06 | 25.500811 | 21.250676 | 38.251217 |
| FF-4 | 54,912 | 2,112.00 | 26.399942 | 21.999952 | 39.599913 |
| Specialist | 59,305 | 2,280.95 | 28.511935 | 23.759946 | 42.767903 |
| FAO | 59,305 | 2,280.95 | 28.511935 | 23.759946 | 42.767903 |
| Lieutenant | 63,698 | 2,449.91 | 30.623931 | 25.519942 | 45.935896 |
| Captain | 73,889 | 2,841.90 | 35.523759 | 29.603133 | 53.285639 |
| Fire District Chief | 85,712 | 3,296.60 | 41.207560 | 34.339633 | 61.811340 |

| Certification | Annual | Bi-Weekly |
|--------------------|--------|-----------|
| EMT | 1,922 | 73.92 |
| Special | 3,569 | 137.28 |
| Paramedic | 5,217 | 200.64 |
| Para Train Officer | 7,413 | 285.12 |

Effective December 31, 2006

| Certification | Annual | Bi-Weekly |
|--------------------|--------|-----------|
| EMT | 2,196 | 84.48 |
| Special | 3,844 | 147.84 |
| Paramedic | 5,491 | 211.20 |
| Para Train Officer | 7,688 | 295.68 |