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Labor-Management Agreement

by and between the

CITY OF CINCINNATI

and

CINCINNATI ASSISTANT FIRE CHIEFS UNION

LOCAL 48

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

EFFECTIVE MAY 25, 2014

EXPIRES MAY 21, 2016

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LABOR-MANAGEMENT AGREEMENT

BY AND BETWEEN THE

CITY OF CINCINNATI

AND

CINCINNATI ASSISTANT FIRE CHIEFS 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 Assistant Fire Chiefs 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 Assistant Fire Chiefs 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, Assistant Fire Chiefs, AFL/CIO as the sole and exclusive bargaining agent for all members of the Cincinnati Fire Department holding the rank of Assistant Fire Chief.

ARTICLE 3- DEFINITIONS

Member or employee shall mean a sworn employee of the Cincinnati Fire Department who is represented by the union as defined in Article 2.

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

ARTICLE 4- WAGES, FRINGE BENEFITS AND WORKING CONDITIONS

Wages paid to employees covered by this Agreement are established in Appendix A, which is attached hereto and made a part hereof.

ARTICLE 5- MANAGEMENT RIGHTS

The Union recognizes that the employer expressly maintains all management rights set

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

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

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

ARTICLE 6- GRIEVANCE PROCEDURE / REVIEW PANEL

A grievance is an allegation that a term or terms of this Agreement have been violated by the City of Cincinnati, the Cincinnati Fire Department or their respective agents or officers

Step One: Fire Chief Level.

The grievance must be presented in writing to the Fire Chief within ten (10) calendar days of the date on which the grievant became aware of the incident causing the grievance. The Fire Chief 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 the Fire Chief 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 Fire Chief 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.

No Assistant Chief acting as the Fire Chief shall hear or adjust a grievance brought by an Assistant Fire Chief.

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: City Manager 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 City Manager or his designee. The City Manager 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: Arbitration Level.

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

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

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provision of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted to him by the parties, and shall have no authority to make a decision on any other issue not so submitted. To the extent that the arbitrator's decision is in accordance with the provisions of this Section, it shall be final and binding on all parties. The cost of the arbitrator shall be paid by the party whom the arbitrator rules against.

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

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

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

Disciplinary Actions: Disciplinary actions 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. The above provision shall only apply to the current Assistant Fire Chiefs (i.e. Mose Demasi, Robert Kuhn, Mike Kroeger, and Chris Corbett). In the event of any future appointments to the rank of Assistant Fire Chief, such appointees are unclassified employees and shall not have any appeal rights to the Civil Service Commission. If the grievance and arbitration procedure is selected, the grievance may be advanced directly to Step Three by mutual agreement of the parties. In the event that the member elects to appeal to the Civil Service Commission, he or she shall have an additional forty (40) days in which to convert the appeal to the grievance arbitration process. It is understood by the parties that no member shall have the right to both a civil service hearing and a grievance arbitration.

Legal Representation and Witnesses: Either party shall be permitted to have legal

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

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 for Local 48 in a calendar year shall be 2000 hours. The usage of this leave time shall be in increments of no less than one (1) hour. Hours used for the attendance by Union Officers at grievance and/or disciplinary hearings, meetings of City sponsored committees, or other mutually beneficial functions shall not be deducted from the 2000-hour annual time bank.

Section 7.2 Members employed by the City of Cincinnati as of January 15th of the proceeding calendar year shall have deducted from their Vacation Accrual, on a proportional basis, the amount of hours used for Union Business in the prior calendar year. If the president or his designee chooses to be released from Fire Department duties, one-half of such time, up to 1000 hours per year shall be deducted on a proportional basis, from each member's Vacation Accrual.

Section 7.3 Union Officers.

Sufficient time off shall be granted to the four (4) Principal Officers of the Local 48 Union for the purpose of attending and conducting regular and special meetings of the Union. All

hours associated with said work shall not be subject to the 2000-hour time bank identified in Section 1 of this Article. In addition, time off shall be granted to the four (4) principal officers of the Union and any other members of the Assistant Chiefs Negotiating Team, not to exceed two (2), during the term of deliberation of the Assistant Chiefs Negotiating Team. Time off for deliberations may not begin prior to nine (9) months before the contract expiration date. The aforementioned members of the negotiating team shall be granted up to five hundred (500) hours, in the aggregate, in order to prepare for negotiations. All aforementioned time off shall be granted with full pay and shall not be subject to the 2000-hour time bank identified in Section 1 of this article. All notifications for time off for Union Business shall be made to the Fire Chief prior to actual time being taken. These notifications shall be by email and must be followed by a Form 25-S not later than the member's next tour.

Section 7.4 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.

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

boards at any of the firehouses or bureaus. The Union shall promptly remove any inappropriate materials from the bulletin board upon notice by the city.

Section 7.5 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, provided that the injured employee provides written permission to release the form 91-S to the Union.

Section 8.5 Items of personal protective equipment to be provided by the City shall meet specifications agreed upon by the City and the Union Safety Committee. Such items shall include, but not be limited to, helmets, gloves, flashlights, turn out coats, pants, protective hoods, and boots. Radios and apparatus specifications are proper subjects of discussion for the Safety Committee, subject to final selection by Management.

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

Section 8.7 The City agrees to provide each Assistant Fire Chief with one pair of leather fire fighting boots and one pair of rubber fire fighting boots. The City agrees to maintain both pairs of boots.

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

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

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

ARTICLE 9- ANNUAL STEP-UPS

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.

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 23, 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.

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 a maximum of eighty

(80) hours compensatory time accumulated at the 40 hour rate of pay in effect for the classification and certification from which he is retiring or being laid off.

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

All sworn employees of the Cincinnati Fire Department who elect to retire may choose to voluntarily cease active duty employment and remain on the payroll until they have used all of their accumulated leave time (vacation, holiday, compensatory time).

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

ARTICLE 11- OVERTIME AND COMPENSATORY TIME

Section 11.1 Overtime.

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.

Section 11.2 Upon reaching one hundred (100) hours 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-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 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 11.3 In lieu of overtime, all Assistant Chiefs will be paid two lump sum payments each year in the amount of \$5,000 per payment. These payments will be made in the last pay period of June and December. A pro-rata payment shall be made to an Assistant Chief who leaves city service prior to the last pay period in June or December, whichever is applicable. These payments shall be subject to all regular payroll deductions but shall not be included in the City's hourly rate calculations. The payment will be included in all reports made to the Ohio Police and Pension Fund relating to the members earnings.

In order to be eligible for these payments, each member must be available and physically able to be on call at times designated by the Fire Chief, to respond to fires as required by the Fire Chief, maintain a valid driver's license, and act in the place of the Fire Chief for short periods (up to 3 months). If a member is unable to meet these requirements, these payments will be prorated.

ARTICLE 12- RESIDENCY

All members of the bargaining unit shall reside within Hamilton County (Ohio), or within any county that is adjacent to Hamilton County (Ohio) that is in or outside the State of Ohio.

ARTICLE 13- WORKING OUT OF CLASSIFICATION

Any Assistant Chief who is required to accept the responsibilities and carry out the duties of the Fire Chief for three (3) continuous months or more, shall be paid at the rate of pay of the Fire Chief or 16% above the member's current rate of pay, whichever is less.

ARTICLE 14- CITY SECURITY

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

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

ARTICLE 15- INTEGRITY OF AGREEMENT

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

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

ARTICLE 17- CLOTHING AND EQUIPMENT

Section 17.1 Members leaving the Fire Department due to disability, death or length of service retirement shall be given a retiree ID card, their badge and helmet at no cost to them. Those assigned a service weapon at that time shall have the option to purchase said weapon for one dollar (\$1.00).

Section 17.2 In lieu of the quartermaster system, the City shall provide Assistant Chiefs clothing allowance installment payments of \$750 on or before April 1st and October 1st of each year.

Section 17.3 Whenever the uniform or official equipment is damaged in the performance of the employee's duties it shall be replaced at no cost. Whenever civilian clothing, when the assigned duties require the wearing thereof, or personal equipment is damaged or stolen during the performance of an employee's duties, the employee shall be reimbursed to the extent of the loss suffered in any sum not to exceed two hundred fifty dollars \$250.00 per occurrence.

ARTICLE 18- INJURY WITH PAY

Section 18.1 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 18.2 If the Employee Health Physician and the member's treating physician are in disagreement regarding a duty related injury determination, the City and the member will mutually select a third physician to resolve the disagreement as to whether the member's injury is work related. The cost of such evaluation and/or examination by the mutually agreed upon third physician shall be borne equally by the City and the member on a pre-paid basis. The decision of the third physician shall be final and binding upon the City, the Union and the member. Upon submission of a reoccurrence of an injury by a member, the city shall not deny IWP benefits solely on the basis of the denial of the original injury by EHS. Pending a final determination, the affected member may use SWP or, if SWP is exhausted, holiday, vacation or compensatory time.

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

Section 18.3 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 Clothing Allowance.

Section 18.4 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 1,284 hours. 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 18.5 Members of the Fire Department on injury with pay shall not accumulate sick leave time.

Section 18.6 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 19- PERSONNEL SERVICE JACKET

Section 19.1 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 Fire 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 Fire 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 40-hour employee who has had no disciplinary actions within the prior three (3) years, all previous disciplinary actions of 24 hours or less shall be stricken from the company diary, the Fire 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 40-hour employee who has had no disciplinary actions within the prior six (6) years, all previous disciplinary actions of more than 24 hours shall be stricken from the company diary, the Fire 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 Fire 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 19.2 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 19.3 No new form of disciplinary action will be created during the life of this agreement without prior agreement of the union.

ARTICLE 20- LONGEVITY PAY

All Assistant Chiefs 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 21- UNION SECURITY

Section 21.1 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 check-off 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, six (6) 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 21.2 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 22- SICK LEAVE WITH PAY

Section 22.1 All Assistant Fire Chiefs shall accrue four (4) hours sick leave per pay period. There shall be no restriction as to the number of sick leave hours a member may accumulate.

Section 22.2 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 eight (8) hours per illness or instance.
- D. SWP-M (Maternity): In the event that a member gives birth, the City's maternity leave provisions shall prevail. In the event of a birth, the father may take up to eight (8) hours of leave time on the day of the birth or the day following the birth and up to eight (8) 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 sixteen (16) hours per birth incident.
- E. SWP-A (Adoption): In the event that a member adopts a child under the age of twelve (12) years, the City's adoption provisions shall prevail. In the event of adoption, the member may take up to eight (8) 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 eight (8) hours per adoption.

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

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

Section 22.3 Members who are absent due to the provisions of Section 22.2 shall make notification to the Fire Chief.

Section 22.4 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 22.5 and Furthermore, members returning from SWP are not required to report to or be evaluated by a city-approved licensed health care provider.

Section 22.5 A member with four (4) or more instances or greater than forty-eight (48) hours of sick leave usage (SWP and/or SWP-F) within a rolling twelve (12) month period shall be required to provide a physician's verification of injury or illness. For SWP leave, a city-approved licensed health care provider shall provide the physician's verification of injury or illness. For SWP-F leave, a licensed health care provider of the family member shall provide the physician's verification of injury or illness. A "serious health condition" as defined under FMLA shall not count as an instance or hours of sick leave usage unless the member is the patient.

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

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

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

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

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

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

When a member provides a physician's verification of illness or injury that meets the criteria described above, the sick leave usage will not be counted as an incident or hours of sick leave use as described in this section (22.5).

Section 22.6 Members returning from three (3) or more continuous tours of SWP, or using SWP for any of the following:

Heart attack, stroke or heart conditions

Most Cancers

Back conditions requiring extensive therapy or surgery

Spinal injuries

Appendicitis

Diabetes

Pneumonia

Severe arthritis

Severe nervous disorders

Pregnancy, miscarriages, complications or illnesses related to pregnancy and need for prenatal care

Child birth and recovery from child birth

Alzheimers disease or clinical depression

Or any surgeries

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

Section 22.7 Sickness or injury of a member caused by outside employment shall not be chargeable to Sick Leave With Pay.

Section 22.8 Members of the Cincinnati Fire Department who are on Sick Leave With Pay or Injury With Pay Leave, and are ambulatory, shall not be restricted insofar as personal freedom of movement to and from their place of residence.

Section 22.9 Sick With Pay - Death (SWP-D).

- A. When death occurs in the immediate family, all members shall be granted SWP-D not to exceed 24 hours.
- B. SWP-D shall be granted on days designated by the member provided it is taken within a reasonable period of time after such death.
- C. For the purpose of this Article, the immediate family shall include spouse, parent, stepparent, parent-in-law, natural or legally adopted child, grandparent, grandchild, brother, sister, or any other member of the immediate household.
- D. In the event of death of a relative not in the immediate family, members shall be

entitled to twelve (12) hours of SWP-D for the purpose of attending the funeral.

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

Section 22.10 Sick Pay – Reciprocity.

All Assistant Chiefs shall have the option to convert to cash up to eighty (80) hours 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 600 hours after the last pay period of the pay year and has used no more than thirty (30) hours sick leave in that payroll year.
- B. The conversion shall be at the rate of one (1) hour of pay for one and three quarter (1.75) hours of accumulated sick leave, provided that the employee has a sick leave balance of 600 hours after the last pay period of the pay year and has used no sick leave in that payroll year.
- C. The conversion shall be at the rate of one (1) hour of pay for one and one half (1.5) hours of accumulated sick leave, provided that the employee has a sick leave balance of 600 hours after the last pay period of the pay year and has used no sick leave in the previous two (2) payroll years.
- D. The conversion shall be at the rate of one (1) hour of pay for one (1) hour of accumulated sick leave, provided that the employee has a sick leave balance of 600 hours after the last pay period of the pay year and has used no sick leave in the previous three (3) payroll years.

- E. Notification shall be made on January 15th, and payment shall be made annually during the second pay period of February. Conversion shall be made at the member's hourly rate of pay in effect during the last pay period of the previous payroll year.
- F. All hours of sick leave converted by virtue of this provision shall be deducted from the member's sick leave balance. No pro-rata payment or conversion will be granted to members leaving city service during the benefit year, previous payroll year. For purposes of SWP – Reciprocity, only sick leave hours accrued and accumulated as City of Cincinnati employees shall apply.
- G. Section 22.8 (C) (SWP-D of immediate family), SWP-M, and SWP-A, shall not be counted against Sick Pay Reciprocity.

Section 22.11 Sick With Pay Abuse.

Sick With Pay is a negotiated benefit for a member to use when sick or injured and unable to perform his duties. Any other use of SWP is considered abusive. Employee morale will suffer if workers are required to carry the workload of an employee with an attendance problem. The LMC shall meet and discuss attendance problems and SWP abuse and jointly develop ways to identify and curtail SWP abuse.

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

Section 22.12 Medical Separation.

If the Employee Health Physician determines that the member should be medically separated and the member's treating physician disagrees, the City and the member will

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

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

ARTICLE 23- VACATION AND HOLIDAY LEAVE

Section 23.1 Assistant Fire Chiefs shall accrue vacation credits as follows:

VACATION HOURS EARNED PER PAY PERIOD	
LENGTH OF SERVICE	40-HOUR EMPLOYEES
Less than 24	7.4
24 and above	9.0

Section 23.2 Extra vacation credit for seniority shall begin at the start of the anniversary pay period of the employee.

Section 23.3 Assistant Fire Chiefs shall be permitted to have a maximum vacation hour balance of 556 hours.

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 23.4 Advanced Vacation.

- A. No member of the Cincinnati Fire Department can take any vacation beyond that already earned except in the most unusual cases. Request must be submitted to the Human Resources Bureau Assistant Chief on Form 25-S. No advanced vacation shall be approved without a written agreement by the employee that he will reimburse the City if he leaves City service before earning the credit taken.
- B. If a member used his normal annual vacation credit but, because of an early vacation scheduled by the Fire Department, is lacking less than half a working day or half a tour of credit, the Department shall grant the additional time without charge, provided the member has not used or been charged vacation credit since his last scheduled vacation.
- C. If a member does not have an adequate balance in his Vacation, Holiday or Compensatory Time bank to cover his selected leave, another time bank of the members choice may be utilized provided that a revised Form 25s is provided to the Fire Chief prior to the leave being taken.

Section 23.5 Holiday Leave.

- A. All Assistant Fire Chiefs 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, Day after Thanksgiving and Christmas Day.
- B. All Assistant Fire Chiefs 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.

- C. All Assistant Fire Chiefs shall accrue holiday repay time when on SWP or IWP leave.
- D. The authority to grant special holidays, including days of mourning, shall rest with the City Manager. However, if the City Manager grants a special holiday to members of any other collective bargaining unit, it shall also be granted to all sworn members of the Cincinnati Fire Department. If granted by the City Manager, all members of the Cincinnati Fire Department shall receive eight (8) hours or any equivalent portion thereof of Compensatory Time.
- E. Members of the Cincinnati Fire Department covered by this agreement shall be permitted to sell back to the City of Cincinnati accumulated holiday repay time. Assistant Fire Chiefs 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. Any sworn member having 22 years of service credit or more with the City of Cincinnati or the Ohio Police and Fire Pension Fund shall have a one time option to declare a period of three (3) consecutive years in each of which they can sell back up to 60 hours of the member's earned and accumulated Holiday Time. 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.
- F. 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 24- PAY DIFFERENTIAL / CERTIFICATION PAY

Section 24.1 Pay Differential.

The following pay differential shall be maintained for all Assistant Fire Chiefs:

Assistant Chief	16% above District Chief
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Section 24.2 Certification Pay.

- A. 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 Assistant Fire Chief.
- B. Effective October 26, 2014, all members covered by this agreement shall be paid an annual Fire Firefighter certification pay equal to one percent (1%) of the member's base salary for their rank or grade.
- C. All annual certification pay referred to in this Article shall be paid in addition to current salary on a bi-weekly basis. Excluding Fire Fighter certification pay, members shall not receive pay for more than one (1) certification level at a time. All certification pay will be included in all reports made to the Ohio Police & Fire Pension Fund relating to the members earnings. Both the City and Local 48 agree that this provision is intended to have no FLSA implication.
- D. 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 25- DEATH BENEFITS AND TERMINAL PAY

Section 25.1 Death Benefits.

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

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

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

Section 25.2 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 26- GENERAL

Section 26.1 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 26.2 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 26.3 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 26.4 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 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 26.5 Medical Insurance Benefits.

Medical Plan

Effective January 1, 2011, members covered by this Agreement shall have the option to enroll in the City's 80/20 health care plan. Terms of coverage, premium shares, co-pays, deductibles, and co-insurance shall be as listed in Appendix B. The member's premium share shall be 5% of premium costs capped at \$35 per month for a single plan and \$75 per month for a family plan.

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

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

Effective Date: For new employees, eligibility for membership in any of the health care plans shall begin on the first day of the month following the member's date of hiring.

Change in Contract: Any change or adjustment to an employee's contract should be submitted to the Risk Management Division at least forty-five (45) days in advance of the contemplated effective date in order to assume continuous coverage. Changes that may occur

are to add or drop members, to change from single to family, or to change from family to single. Request for changes can be made by contacting the Office of Risk Management.

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

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

Dental Plan

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

Vision Plan

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

Section 26.6 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. 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.
- C. 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 26.7 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 26.8 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 26.9 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 26.10 Tuition Reimbursement.

Employees may receive reimbursement for tuition in accordance with the provisions of this section and supplemental rules and regulations not in conflict therewith issued by the

Personnel Officer with the approval of the City Manager.

- A. Education courses and programs related to the work of an eligible employee may be partially reimbursed by the employee's department or agency upon successful completion of such courses in accordance with the following conditions and provisions:
- i. The recipient must be a permanent, full-time employee except that Emergency Employment Act (EEA) and Model Cities employees are also eligible. The employee must have completed his or her probationary period prior to starting date of course.
 - ii. The education or training must be obtained by attendance at an approved and accredited college, university, secondary school, technical institute, business institute or other educational institute or school. In order to be eligible, the school must be approved by the City Personnel Officer, and the employee must be able to attend without interfering with his or her normal work schedule. Correspondence courses are not eligible for reimbursement except for the Open Learning Program, which is administered by the University of Cincinnati in cooperation with the International Association of Fire Fighters.
 - iii. The agency or department can reimburse at a rate equal to 100% for a grade of A, 80% for a grade of B, or a passing grade in a pass/fail course, and 60% for a grade of C for six (6) credit hours per academic session. Courses which shall be approved are those which the department head and the City Personnel Officer determine are: (1) those courses directly related to the employee's present job, (2) those courses related to a reasonable promotional opportunity for the employee, or (3) elective and/or required courses in a degree program which is directly related to the

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

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

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

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

- B. A reasonable promotional opportunity is considered any position in the City service for

which a present employee could eventually take a promotional or open exam and which has a higher pay scale than his present job.

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

In case of a full-time employee who is also a full-time student paying a flat rate, the amount to be reimbursed will be determined by dividing the number of hours taken into the tuition or instructional fee (not including any general or special fees) to get the employee's cost per credit hour which shall be reimbursed as provided in Section 26.10(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 26.11 Disciplinary Procedure.

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

Divisional or Departmental hearing.

- B. Discipline and discharge shall only be for just cause.
- C. Once a member is notified of an ongoing investigation, the member and the Union may request Internal Investigations to notify them in writing of the status of the investigation. Such requests may be made every thirty (30) calendar days until the investigation is closed and the final report has been filed. Upon receipt, the City will respond within 10 calendar days. For purposes of this section, an e-mail sent to the member's City e-mail and sent to the Union President's e-mail shall constitute written notification.
- 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 26.12 Deferred Compensation.

The City shall match all Assistant Chiefs deferred compensation contributions up to \$500 per year.

ARTICLE 27- 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.

Assistant Chiefs must notify the Fire Chief of any driving restriction not later than the next business day after the restriction is imposed.

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 28- TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. on the 25th day of May 2014, and shall remain in full force and effect until 12:00 Midnight on the 21st day of May 2016.

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 29- 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 30- DRUG FREE WORKPLACE COMMITMENT

The City of Cincinnati and the Union agree that the public has a right to expect that Fire Fighters will be free from the effects of drugs and alcohol while on duty. Further, the City and the Union encourage individuals who may have a drug and alcohol problem to seek confidential assistance with the Public Employees Assistance Program (PEAP).

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

In order to maintain a drug and alcohol free workplace, Appendix C of this contract will become effective on the first day of the month immediately following the ratification of this contract by both parties.

ARTICLE 31- INTERNAL INVESTIGATION PROCEDURES

Section 31.1 Scope.

This Article is designed to address the procedures used for investigations of bargaining unit members. Internal investigations shall be conducted by the fire department chain of command and by sworn personnel assigned to the Internal Investigations Unit. The term "investigator" refers to that individual(s) conducting such reviews, as applicable, under this Article.

Section 31.2 Right to Representation.

- 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 Citywide, or any other infraction of rule or law, the member 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 their representative shall be entitled to a copy of any statement the member makes or any report they are required to make, including access to any tape-recorded statement. Except in the case of misconduct that requires immediate suspension, a member shall be entitled to ten (10) days advance notice before any Divisional or Departmental hearing.
- B. If requested by the member, an attorney shall be allowed to accompany the member during all interview sessions. However, the attorney's unavailability shall not delay a scheduled interview session provided that at least 24 hours notice has been given to the member.

Section 31.3 Disclosure.

- A. When a member is to be interviewed by the Internal Investigations Unit and/or Fire or City Administration, or as a witness in an investigation of any other employee, the

member shall be advised of the circumstances giving rise to the interview.

- B. If, during the interview of the witness, the investigator has reason to believe that the member that is being interviewed has become a focus of the investigation or has provided information which would cause the member to become a focus of another investigation for which it would be reasonable for the investigator to believe that either departmental or criminal charges may result, the investigator shall immediately notify the employee of such belief and inform the member of their rights under this Article.

Section 31.4 Supervisory Action.

- A. When, in the course of their duties, any supervisor witnesses an act for which they reasonably believe that departmental charges may result and, if physical evidence is present and the collection of that physical evidence is necessary to substantiate such charges, that supervisor shall immediately collect that physical evidence.
- B. Prior to any questioning concerning an act as addressed in this Article, which was witnessed by a supervisor, the member shall be informed of their rights under this Article. If an attorney is requested by the member, the supervisor need not wait more than two (2) hours for the arrival of the attorney.

Section 31.5 Investigation Questioning.

- A. Members shall be informed of the basic facts of the incident prior to any questioning by the investigator and shall be informed, to the extent known at that time, whether the investigation is focused on the member for a potential departmental charge. The member shall be given a copy of any citizen complaint against them or a written summary of the basic facts of the incident of any non-citizen complaint prior to any

questioning of the member being investigated. When the investigator reasonably believes that either department or criminal charges shall result from a non-citizen complaint (if any), the summary of the basic facts shall be in writing except when the investigator witnesses the violation.

- B. A member will not be asked questions that do not relate to the basic facts of the incident unless, during questioning, other information is developed which could lead to additional allegations against the employee. In such an event, the member shall again be advised by the investigator of the potential for departmental charges. When requested, the member shall be given a brief period of time, prior to any questioning, to locate and review any written documents the employee possesses regarding the event(s) being investigated, so the member can fully prepare to accurately and completely respond to the questioning. An investigating officer may accompany a member during the brief search for and review of such documents.
- C. Any anonymous complaint against a member received by the Internal Investigation Unit shall not be the sole basis for an investigation of a member.

Section 31.6 Legal Rights.

All members interviewed as part of a departmental investigation shall be provided their Garrity rights before questioning.

Section 31.7 Conduct of Interview.

Any interrogating, questioning, or interviewing of a member shall be conducted insofar as practical at hours reasonably related to their shift, preferably during their working hours. Interrogation sessions shall be for reasonable periods of time and reasonable time shall be

allowed during such questioning for attendance to physical necessities.

Section 31.8 Record of Interviews.

- A. All interrogations and/or interviews of members conducted in conjunction with a Internal Investigations Unit shall be audio recorded by the Fire Department at the request of either party; and in the case of chain of command investigations, at the request of either when the investigator reasonably believes that departmental charges may result. Subsequent to the interview, the member and/or their attorney and/or Union Representative will be afforded the opportunity, upon written request directly to the Chief or designee, to listen to and make personal notes from or verify the accuracy of the audio recording made of the members interview. If a transcript of the audio recording is made by the Fire Department, the member will be provided a copy of such transcript upon written request directly to the Chief or his designee.
- B. All video, audio, or other type of recordings of meetings, conferences, interviews and/or interrogations used in the investigation of a case must be fully disclosed to either party prior to the conducting of the meeting, conference, interview and/or interrogation.

Section 31.9 Insubordination.

Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, they shall be advised that such conduct, if continued, may be made the basis for such charge.

Section 31.10 Evidence of Admissibility.

- A. Any evidence obtained in the course of an investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any

subsequent criminal action or departmental hearing. However, explaining to a member that potential corrective action could result if they continue to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises.

- B. Any evidenced obtained by the Fire Department or the Internal Investigations Unit that may be used as evidence against a member shall be open for inspection and/or independent evaluation and/or testing by the member.

Section 31.11 Written Reports.

The Department may conduct investigations of alleged misconduct by a member and require members to submit written reports regarding such alleged misconduct. A member's failure or refusal to complete a report, after properly ordered to do so, may result in progressive discipline.

Section 31.12 Access of Record.

A member, who is investigated for possible violations of the Cincinnati Fire Department Procedures Manual, or other misconduct, shall be provided access to the City's investigatory transcripts, records, written statements, video recordings, and audio recordings. The member or their attorney and/or Union Representative, when one is involved, may request and receive at no cost, one copy of the documentation requested. The City may levy a reasonable charge for any additional copy. The member or their attorney and/or Union Representative may be required to sign a written acknowledgement of receipt. Such documents shall be provided within a reasonable time following the request not to exceed 30 calendar days.

Section 31.13 Investigation Status and Outcome.

- A. Once a member is notified of an ongoing investigation, the member and the Union may request Internal Investigations to notify them in writing of the status of the investigation. Such request may be made every thirty (30) calendar days until the investigation is closed and the final report has been filed. Upon receipt, the City will respond within 10 calendar days. For purposes of this section, an e-mail sent to the members City e-mail and sent to the Union President's e-mail shall constitute written notification. Absent mutual agreement between the Fire Department and the member, investigations shall be completed within 120 days of the incident/report which led to the opening of the investigation.
- B. 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.
- C. For completed investigations of members that result in disciplinary charges, the Fire Department shall provide the hearing officers written report, with penalty recommendation, to the member and the Union within thirty (30) calendar days of the disciplinary hearing.
- D. Upon mutual agreement, the parties may agree to extend any timelines as set forth in this Article.

Section 31.14 Violation.

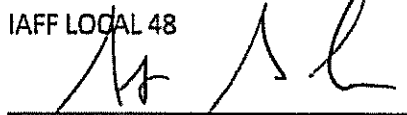
If any of these procedures set forth within this Article are violated, such violations shall be subject to the Grievance Procedure.

Section 31.15 External Investigation Procedures.

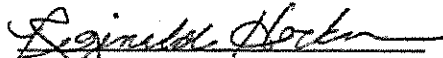
When any City entity outside of the Fire Department initiates an investigation of a member and the City Manager orders the member to participate in such investigation, the member shall have all rights that would otherwise apply to an investigation conducted by the Internal Investigations Unit.


IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of October 2014.


CINCINNATI FIRE FIGHTERS UNION
IAFF LOCAL 48


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


Matt Alter, President



Reginald Hocker, Vice President


Thomas C. Donovan, 2nd Vice President


David Johnson, Sec-Treasurer

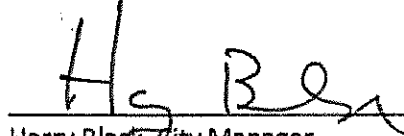

Nick Sorrell, Recording Secretary

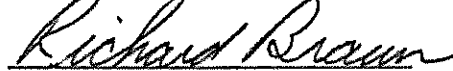

Mose' Demasi, Negotiator

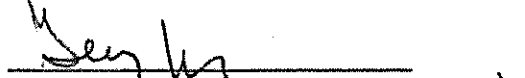

George Haralamos, Negotiator


Alan Eccard, Negotiator

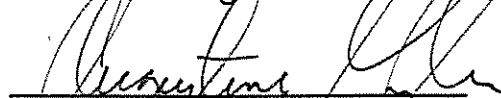
CITY OF CINCINNATI


Harry Black, City Manager


Richard Braun, Fire Chief


Georgetta Kelly, Human Resources Director


Nancy Olind, Assistant Human Resources Director


Augustine Giglio
Chief Counsel – Labor & Employment

10FEB 15 4:00PM

APPENDIX A- WAGES

All members at the Rank of Assistant Chief will be paid 16% above the rank of District Fire Chief.

Rank	Annual	Bi-Weekly	40-Hour
Assistant Chief	110,275.40	4,241.3615	53.0170

APPENDIX B- HEALTH CARE PLANS
TERMS OF COVERAGE

TERMS OF COVERAGE – EFFECTIVE 2014

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

Anthem Health Insurance Comparison Chart		
Effective January 1, 2011		
BENEFIT	BLUE ACCESS 80/20	
	Network	Non-Network
	Level 200	
Paycheck Deduction	Single - \$12.66 per month Family - \$36.40 per month Pre-tax. Deductions come out 1 month in advance. 5% deduction	Not applicable
The benefits comparison sheet is meant to be a summary of your benefits only. Once a plan is selected, the Benefits Certificate will serve as the final document for detailing coverage. ALL CHARGES LISTED WITH A PERCENTAGE ARE FIRST SUBJECT TO AN ANNUAL DEDUCTIBLE.		
Maximum Annual Out of Pocket	Single - \$300 deductible then 20% coinsurance. Until you reach \$1,200. Then coverage at 100%. Total = \$1,500 Family - \$600 deductible then 20% coinsurance. Until you reach \$2,400. Then coverage at 100%. Total = \$3,000 Rx is not included above. Prescriptions always require a co-pay.	Single - \$600 deductible then 50% coinsurance. Until you reach \$2,400. Then coverage at 100%. Total = \$3,000 Family - \$1,200 deductible then 50% coinsurance. Until you reach \$4,800. Then coverage at 100%. Total = \$6,000 Rx is not included above. Prescriptions always require a co-pay.
Network Sizes	Approx. 1400 pcp and 2200 specialists	Not applicable.

Dependents (over age 19)	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.
Lifetime Max. amount per individual.	\$2 million combined. Network and non-network.	\$2 million combined. Network and non-network.
Disease Management Prog.	Covered.	Not covered.
Maternity	Deductible & then 20% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.	Deductible & then 50% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after 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 physician 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. Does NOT cover general items such as bandages, thermometers, etc. May need claim form.	Deductible & then 50% co-insurance applies. Certain supplies are not covered. Does NOT cover general items such as bandages 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 co-pays 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 of Mental/ Nervous Disorders	Limited to 30 days annually. Deductible & then 20% co-insurance applies.	Deductible & then 50% 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 Tempo-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 Surgery	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Treatment of Mental/ Nervous Disorders	Limited to 50 visits annually. Deductible & then 20% co-insurance applies.	Limited to 50 visits annually combined with network. Deductible & then 50% co-insurance applies.
Physical Therapy and Occupational Therapy	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 20% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)),	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 50% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)).
Pre-admission testing	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Private duty nursing	Deductible & then 20% co-insurance applies. Must be pre-approved	Deductible & then 50% co-insurance applies. Must be pre-approved.
Prosthetic Devices/ Durable Medical Equipment	Deductible & then 20% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity	Deductible & then 50% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity
Radiotherapy & Chemotherapy	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Skilled Nursing Facility	Deductible & then 20% co-insurance applies. Days must be pre-authorized.	Deductible & then 50% co-insurance applies. Days must be pre-authorized.
Surgery	Deductible & then 20% 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.
If you go out-of-network, the City cannot control the doctor's offices from balance billing for any differences between what Anthem pays and what Anthem states is your co-pay.		

APPENDIX C - EMPLOYEE ALCOHOL AND DRUG TESTING

Section 1. Statement of Policy.

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

Section 2. Testing Information.

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

Section 3. Prohibitions.

Employees shall be prohibited from:

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

drug at any time and at any place;

d) Abusing any prescription drug;

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

Section 4. Drug and Alcohol Testing Permitted.

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

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

The department shall take all reasonable steps to prevent the employee from driving, up to and including transporting the employee home if necessary. If it is not possible to prevent the employee from driving, the Department shall notify the Police. After drug/alcohol testing, the employee will be placed in a SWP or SWOP status until the drug/alcohol test results are known.

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

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

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

C. Post Accident. An Employee driving on duty who is involved in a vehicular accident, or

an employee driving a city vehicle whether on or off duty, shall be tested for drugs and alcohol as soon as practical following the accident if any of the following occurs:

- i. The accident involves the loss of human life or bodily injury to any person who, as a result of the injury, receives emergency medical treatment away from the scene of the accident; or
- ii. The driver receives a citation under state or local law for a moving traffic violation arising from the accident or;
- iii. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be towed away from the scene;
- iv. The accident causes damage to property other than a motor vehicle and the investigating supervisor reasonably believes that the property damage is of an amount greater than \$5,000.00

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

Section 5. Order to Submit to Testing.

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

Appendix.

Section 6. Test to be Conducted.

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

- a) The lab performing drug tests shall be federally certified to do drug testing. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.
- b) Collection of breath and urine samples shall be conducted in a manner which is consistent with HHS guidelines. Strict chain of custody procedures which are consistent with HHS guidelines must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose.
- c) Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. §40.25(e)(2), or as set forth herein.
- d) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- e) Employees have the right for a Union representative to be present during any pre-collection interviews of employees intended to determine whether reasonable suspicion exists, but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means twenty (20) minutes or more;

for drug tests, "unreasonable delay" means two (2) hours. Prior to submitting a urine or breath specimen, the employee will be required to sign a consent-refusal form and will be subject to discipline for refusing to sign such a form; provided, an employee's refusal to consent is not a waiver of any objection to the test the employee would otherwise have.

- f) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained for at least twelve (12) months or (provided written notice is given the lab by the City or Union, before the expiration of the twelve (12)-month period) for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- g) The City will provide employees who test positive for alcohol or drugs with an opportunity to have the split urine or blood specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Appendix. If the drug/alcohol test from the laboratory chosen by the employee is negative, the city will fully reimburse the member for the cost of the second drug/alcohol test.
- h) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive.

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

- i) With regard to alcohol testing, the vendor contracted by the City shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial positive alcohol level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.
- j) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

Section 7. Drug Testing Standards (HHS Standards).

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

Initial Test Level	
Marijuana metabolites.....	50ng/ml
Cocaine metabolites.....	300ng/ml
Opiate metabolites*	2000ng/ml
Phencyclidine	25ng/ml
Amphetamines.....	1000ng/ml
Methaqualone.....	200ng/ml
Benzodiazepines.....	300ng/ml
Barbiturates.....	200ng/ml

*If immunoassay is specific for free morphine, the initial testing level is 25ng/ml. (These numbers may be revised to remain consistent with HHS guidelines.)

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

Confirmatory Test Levels	
Marijuana metabolites*	15ng/ml
Cocaine metabolites**	150ng/ml
Opiates: Morphine.....	2000ng/ml
Codeine.....	300ng/ml
Phencyclidine.....	25ng/ml
Amphetamines: Amphetamine.....	500ng/ml
Methamphetamine.....	500ng/ml

Methaqualone.....	200ng/ml
Benzodiazepine.....	300ng/ml
Barbiturates.....	200ng/ml

* Delta 9 tetrahydrocannabinol 9 carboxylic acid

**Benzoyl ecgonine

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

C. Testing for Other Prescription Drugs. Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Contract or HHS standards, if any.

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

employee.

- E. Return to Duty: Prior to returning to duty after testing positive for drugs/alcohol the employee shall submit to a drug/alcohol test. The employee may return to duty once a negative drug/alcohol test has been obtained. The employee shall be administered the same screen(s) (drug and/or alcohol) that was used in obtaining the original positive result.

Section 8. Disciplinary Action.

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

- a) Cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
- b) Successfully complete all counseling, treatment or after-care (of up to twelve (12) months) recommended by the Substance Abuse Professional;
- c) Discontinue (and not resume) the use of illegal drugs and/or misuse of alcohol;
- d) Agree to authorize all persons involved in evaluating, counseling, diagnosing and

treating the employee to disclose to the personnel specified in Section 12, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;

- e) Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times per twelve (12) month period for thirty-six (36) months, (i.e., the thirty- six (36) month period beginning after the employee's return from suspension); and,
- f) Agree that during this period in (e), above, if the employee tests positive again or otherwise violates this Appendix the employee may be subject to discipline.

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

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

Section 9. Right of Appeal.

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

Section 10. Voluntary Request for Assistance.

An employee may voluntarily enter rehabilitation without a requirement of prior testing. Any employee who does so shall not be disciplined, provided such employee has not been directed to take a test prior to submission to voluntary rehabilitation, but the employee must:

- a) Agree to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional(s) or physician(s) involved;
- b) Discontinue use of illegal drugs or misuse of alcohol;
- c) Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City's personnel as specified in Section 12, the employee's progress, cooperation, drug and alcohol use, completion or non- completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;
- d) Complete any course of counseling or treatment prescribed, including an "after- care" group for a period of up to twelve (12) months; and,
- e) Agree to submit to random testing up to eight (8) times per twelve (12) month period for the following thirty-six (36) months, (i.e., the thirty-six (36) months following entry into treatment).

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

constitute a direct threat to property or safety.

Section 11. Treatment.

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

Section 12. Employee Assistance Program.

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

Section 13. Duty Assignment After Treatment.

Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment (provided the employee is then in compliance with Section 8 or 10,

whichever applies). Once treatment and any follow-up care is completed, and the applicable contract expungement period has passed (without any positives or any drug/alcohol policy violations) since the employee returned from a suspension after an initial positive or voluntarily requested assistance under Section 10, the employee's personnel file shall be purged of any reference to his drug or alcohol problem, and all such records shall be stored by the City in a completely separate medical file.

Section 14. Union Held Harmless.

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

Section 15. Changes in Testing Procedures.

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

Section 16. Conflict With Other Laws.

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

Section 17. Definitions.

"Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used

under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

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

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

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

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

PAY RATES
EFFECTIVE MAY 24, 2014

Rank	Annual	Bi-Weekly	40-Hour
Assistant Chief	110,275	4,241.34	53.01670

Certification	Annual	Bi-Weekly
EMT	4,411	169.65
Fire Fighter- Assistant Chief	1103	42.42