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AGREEMENT

BETWEEN

THE CITY OF HAMILTON, OHIO

AND

LOCAL 20

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
(AFL-CIO)

DATE OF EXECUTION - DECEMBER 31, 2015

SERB Case No.: 2012-MED-10-1268

TABLE OF CONTENTS

PAGENO.

STATEMENT OF POLICY1

ARTICLE 1 RECOGNITION1

ARTICLE 2 NON-DISCRIMINATION.....1

ARTICLE 3 DUES DEDUCTION, FAIR SHARE FEE.....1

ARTICLE 4 MANAGEMENT RIGHTS AND LIMITATIONS3

ARTICLE 5 NOTICE OF POLICY OR PROCEDURE REVISIONS.....3

ARTICLE 6 WORK COMPLEMENT3

ARTICLE 7 WORK DAY.....4

ARTICLE 8 WORK WEEK.....4

ARTICLE 9 KELLY DAY.....4

ARTICLE 10 RETIREMENT CONTRIBUTION PICK-UP: SALARY REDUCTION
METHOD6

ARTICLE 11 WAGES, GENERAL ADJUSTMENT6

ARTICLE 12 PREFERENTIAL SUPPLEMENTAL PAY.....6

ARTICLE 13 MERIT ADJUSTMENTS.....9

ARTICLE 14 LONGEVITY.....9

ARTICLE 15 CLOTHING ALLOWANCE10

ARTICLE 16 ACTING OFFICERS12

ARTICLE 17 OVERTIME.....13

ARTICLE 18 COMPENSATORY TIME16

ARTICLE 19 HOLIDAY PROVISIONS17

ARTICLE 20 VACATION.....18

ARTICLE 21 TRADING OF TOURS21

ARTICLE 22 ATTENDANCE INCENTIVE.....24

ARTICLE 23 SICK LEAVE25

ARTICLE 24 LINE-OF-DUTY INJURY/DEATH.....28

ARTICLE 25 PARTIAL/LIGHT DUTY ASSIGNMENT30

ARTICLE 26 FUNERAL LEAVE30

ARTICLE 27 UNION BUSINESS	31
ARTICLE 28 UNION LEAVE- PROFESSIONAL LEAVE	32
ARTICLE 29 MEDICAL INSURANCE.....	32
ARTICLE 30 LIFE INSURANCE	33
ARTICLE 31 SAFETY AND HEALTH.....	34
ARTICLE 32 LABOR-MANAGEMENT COMMITTEES.....	34
ARTICLE 33 FIREFIGHTER/FIRE MEDIC APPRENTICE PROGRAM.....	36
ARTICLE 34 EDUCATIONAL ASSISTANCE PROGRAM.....	37
ARTICLE 35 EXAMINATIONS, PROMOTIONS	38
ARTICLE 36 PARAMEDIC RANK STRUCTURE	39
ARTICLE 37 TRANSFERS.....	40
ARTICLE 38 PERSONNEL ROSTER.....	40
ARTICLE 39 HAZARDOUS MATERIALS TEAM.....	41
ARTICLE 40 SAVINGS CLAUSE.....	41
ARTICLE 41 WAIVER.....	41
ARTICLE 42 GRIEVANCE PROCEDURE.....	41
ARTICLE 43 DISCIPLINE	44
ARTICLE 44 NO STRIKE OR LOCKOUT	45
ARTICLE 45 DURATION OF AGREEMENT.....	46
SIGNATURE PAGE.....	47

STATEMENT OF POLICY

This Statement of Policy dated this 12th day of December, 2013, by the City of Hamilton, Ohio, to employees working under the operations, conditions, and requirements of the City of Hamilton, hereinafter referred to as the "Municipality," and the International Association of Firefighters, Local 20 (AFL- CIO), hereinafter referred to as the "Association."

ARTICLE 1 RECOGNITION

- A. The Municipality hereby recognizes the International Association of Firefighters (AFL-CIO) Local 20 as the collective bargaining agent for sworn members of the Association employed with the Division of Fire, City of Hamilton, Ohio.
- B. This Agreement shall exclude supervisors of the Division holding the rank above that of Deputy Chief, and those others who may later be assigned having the authority to hire and fire or effectively recommend such action.
- C. The Municipality agrees to meet and bargain collectively with the representatives of the Association on all matters pertaining to wages or compensation, hours of work, fringe benefits and other conditions of employment.

ARTICLE 2 NON-DISCRIMINATION

There shall be no discrimination against any employee in the matter of employment because of race, color, creed, national origin, sex, marital status, membership or non-membership in the Association.

ARTICLE 3 DUES DEDUCTION, FAIR SHARE FEE

- A. **Dues, Fair Share Fees, Procedures.** Membership in the Association is not compulsory. Employees may join, elect not to join, maintain, or resign their membership in the Association, as they see fit. However, it is the intention of this Agreement to preserve the security and integrity of the bargaining unit as herein defined. Consequently, since Association is the recognized exclusive bargaining representative of all employees in the bargaining unit, and is obligated to represent fairly and without discrimination all employees within the unit, whether or not they are members of the Association, it is recognized that there is a corollary obligation on the part of each employee in the bargaining unit to compensate the Association for his/her fair share of the expense of such representation.

Accordingly, all employees within the bargaining unit who elect not to join the Association shall pay to the Association an amount of money known as the Fair Share Fee to reimburse the Association for the costs of representation for the purposes of collective bargaining and for no other purpose consistent with O.R.C. 4117.09. The Treasurer of the Association shall certify to the Association the amount of the Fair Share Fee and that the fee is to reimburse the Association for the costs of providing representation for collective bargaining and for no other purpose. Upon such certification by the Association, the Employer shall automatically and without

requiring further authorization deduct that amount from the pay of each employee obligated to pay the fee and remit the fee to the Association in the same manner as dues.

For existing non-probationary employees, such payments shall commence upon the date of the execution of this Agreement. For probationary or new employees, such payments shall commence at the conclusion of the first sixty (60) days of employment.

- B. The Association shall have a cause of action against any nonpaying nonmember employee for payment of said Fair Share Fee.
- C. The Association shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to both federal law and Chapter 4117, Ohio Revised Code.
- D. Employees having religious objection to payment of said Fair Share Fee are subject to the provisions for exemption contained in Section 4117.09, Ohio Revised Code.
- E. The Association will provide the Municipality with at least two (2) calendar weeks advance notice of a pending increase in dues.

The Municipality's remittance will be deemed correct if the Association does not give written notice within two (2) calendar weeks after a remittance is forwarded, of its belief, with reasons therefore, that the remittance is incorrect.

The Association agrees to indemnify and hold the Municipality harmless against any and all claims or forms of liability arising out of its deduction from an employee's pay of Association dues, fees or assessments. The Association assumes full responsibility for the disposition of the deductions so made once they have been forwarded by the Municipality.

- F. **Reimbursement of Costs.** The Association agrees to reimburse the Municipality at the rate of twenty dollars (\$20.00) per calendar month for expenses related to the deduction and forwarding of Association dues or Fair Share amounts; and for the use of City copying equipment. Use of such equipment is to be coordinated through the City Finance Director or his designate. Materials and labor expenses shall be the responsibility of the Association.
- G. **Political Action Committee Contribution.** The Municipality agrees to deduct from the wages of bargaining unit members a deduction for purposes of contribution to the political action committee of IAFF Local 20. A member authorizing a political action committee contribution shall do so by written authorization submitted to the Finance Director or his designee. The written authorization shall identify the political action committee, and shall be separate and distinct from any dues, or assessment authorization, but may be on the same form provided that the form contains a separate signature for the political action committee authorization.

A bargaining unit member may revoke the political action committee contribution authorization at any time.

The Municipality shall remit to the Treasurer of IAFF Local 20, not less than monthly, the entire sum retained from the wages of bargaining unit members as political action committee contributions. The amount remitted to IAFF Local 20, as political action committee contribution shall be by separate check and shall not be combined with any dues or assessment deductions. The Municipality shall include with each monthly remittance an itemized statement listing the bargaining unit member by name, the period of time the deduction covers, and the amount of that member's contribution.

ARTICLE 4 MANAGEMENT RIGHTS AND LIMITATIONS

- A. The Association recognizes that the Municipality expressly maintains all management rights set forth in Ohio Revised Code Section 4117.08(C)1-9. With respect to those management rights, the City of Hamilton 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.
- B. The exercise by the City of Hamilton of, or its waiver of, or its failure to exercise, its full rights of management on any matter or occasion shall not be precedent or binding on the Municipality, nor the subject or basis of any grievance.
- C. Nothing in this article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 5 NOTICE OF POLICY OR PROCEDURE REVISIONS

- A. The right to establish, revise or modify policies and procedures is one vested in the Management of the Municipality.
- B. The Municipality agrees to provide elected Association officials the opportunity for comment on planned or contemplated changes to existing Division policies or procedures.
- C. It is understood that implementation of revisions or changes to Division policies or procedures is not subject to the mutual agreement, consent or approval of IAFF Local 20.

ARTICLE 6 WORK COMPLEMENT

- A. The Municipality agrees that the aerial tower, each engine company and each quint utilized as a pumper/quint shall be manned by not less than one (1) officer or acting officer, one (1) certified operator/driver, and one (1) firefighter. Life Squads/Ambulances shall be manned by not less than one (1) State of Ohio certified EMT-Paramedics. Those units utilized as "Reserve Squads" shall not be subject to EMT-Paramedic staffing requirements.
- B. The Municipality agrees that if they intend to implement a reduction in force of the number of firefighters and other employees covered by this Agreement, they will follow the process and procedures of the Ohio Revised Code, Civil Service, Layoffs, 124.06; 124.321 to 124.328 and 124.37. Any violation of this section shall be appealable through the grievance procedure.

ARTICLE 7 WORK DAY

- A. In accordance with existing provisions of the City Charter, the normal work day shall consist of a duty tour of twenty-four (24) consecutive hours--commencing at 0800 hours daily--followed immediately thereby with forty-eight (48) consecutive hours off duty.
- B. The above provision does not preclude the ability of the Chief, Division of Fire, to make assignments of personnel to special duties such as fire prevention, training, etc.

ARTICLE 8 WORK WEEK

- A. The average work week of an employee working on the basis of a 24-hour duty tour shall be forty-eight (48) hours.
- B. Employees assigned a forty (40) hour schedule have available an option, with approval of the Chief, to work a four day work week with ten (10) hours of work each day.

Such scheduling arrangement shall be with the provision that the Fire Prevention Office be manned at least by one person, Monday through Friday. Any exceptions to the above four day work week option shall be at the discretion of the Chief, Division of Fire.

Work performed in excess of eight hours in any work day will not give rise to overtime liability when performed in accordance with this provision.

- C. In compliance with Section 7 (K) of the Fair Labor Standards Act, the Municipality hereby establishes a twenty-eight (28) day work period or cycle. Hours of work which exceed 212 hours in any 28 day cycle shall be treated as overtime and compensated at the rate of time and one-half the non-exempt classification rate, consistent with the employee's average work week schedule.
- D. Work performed outside of the normal work day shall be compensated at time-and-one-half the non-exempt class rate, consistent with the employee's average work week schedule.

ARTICLE 9 KELLY DAY

- A. The Municipality shall reduce the average work week of the employee whose normal work day is a 24-hour tour of duty.
- B. This reduction shall be implemented by means of a Kelly Day, which shall be scheduled to permit compliance with the maximum number of hours permitted within a 28 day cycle and in accordance further with the exercise of employee seniority as stipulated in this Article.
- C. The average work week shall be forty-eight (48) hours.
- D. Kelly Day draw will commence in November of each year for the following year. The Fire Chief's Office will determine the dates to begin the selection of Kelly Days.

E. Kelly Days will be chosen annually by Fire Division rank, as outlined below:

- 1) For the purpose of Kelly Day selection only, on the day the Deputy Chief selects, only one (1) Captain shall be allowed to select that day as his or her Kelly Day. If there is only one (1) Captain on a shift, the Captain and Deputy Chief may not schedule the same Kelly Day.
- 2) Kelly Days on each shift will be permitted to have both a Captain and a Lieutenant off.
- 3) No more than one (1) Lieutenant per shift may be off on any Kelly Day that coincides with the Kelly Day of a Captain on the same shift.
- 4) No more than one (1) promoted paramedic per shift may be off on a Kelly Day. For purposes of this rule, there is no distinction between Paramedic Supervisor and promoted Paramedic
- 5) Kelly Days will be chosen by seniority from date of hire within a given rank. E.g., Deputy Fire Chief on shift picks first, followed by the most senior Captain. This process continues for all ranks below as follows:
 - a. Deputy Fire Chiefs
 - b. Captains
 - c. Lieutenants
 - d. Promoted Paramedics, including Paramedic Supervisors
 - e. Firefighters (including Drivers)

Any member's Kelly Day selection is subject to the requirements above and any member, regardless of seniority, may be bumped from a selected Kelly Day if the slot is needed to comply with the stipulations above.

F. Kelly Days are not cumulative nor carried over from year to year.

G. Kelly Days are not pro-rated due to extended sick leave or injury leave. An employee on extended sick leave or injury leave will not be required to utilize sick leave or injury leave on his scheduled Kelly Day.

H. Kelly Days are not pro-rated, cumulative, carried forward, earned, or otherwise accrued when a member is assigned to light duty. The member assumes a 40-hour workweek when on light duty, and shall therefore have no Kelly Day during the assignment to a 40-hour schedule.

I. Kelly Days are not accruable or transferable, and cannot be moved into an open slot on another Kelly Day due to an employee extended absence (such as sick or injury leave).

J. A Kelly Day slot open due to an employee separation will be filled in the following manner:

- 1) A slot vacated by a promoted employee will remain open until filled by a newly promoted person.

- 2) A slot vacated by a firefighter, will be filled by seniority among the firefighters on that shift. However, in no case will a firefighter have more than the original 17/18 Kelly Days.
- K. There is no money due for Kelly Days upon separation from employment.
- L. In the event there is a reduction in staffing and/or a layoff within the Fire Department, the Fire Chief may require the rescheduling of Kelly days.

**ARTICLE 10 RETIREMENT CONTRIBUTION PICK-UP:
SALARY REDUCTION METHOD**

- A. The Municipality agrees to “pick-up” the employee share of the pension contribution by means of the “salary reduction method.”
- B. The purpose is to permit employee utilization of legitimate and established designation of funds so picked up by Municipality as deferred income. Said pick-up will neither reduce the employee’s class salary nor subject Municipality to an increase in costs for pension purposes.

ARTICLE 11 WAGES, GENERAL ADJUSTMENT

- A. Wage rates for members of the bargaining unit shall be in accordance with Appendix A to this Agreement.
- B. Direct Deposit

The City of Hamilton may, at its discretion, require all bargaining unit employees to enroll for direct deposit of pay.

- C. Employees in the classification of Deputy Fire Chief shall receive a rank differential of 15% above the wages for the rank of Fire Captain which is to be reflective in Appendix A.

ARTICLE 12 PREFERENTIAL SUPPLEMENTAL PAY

Section 1 - Emergency Medical Technician - Paramedic

- A. Employees appointed to and holding the class of Firefighter who further possess a valid certification, as issued by the State of Ohio, Board of Regents, as an Emergency Medical Technician-Paramedic shall, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), be eligible for a preferential pay in the amount of six hundred and fifty dollars (\$650.00) annually.

Payment of preferential pay shall be made by the Municipality to eligible Firefighter classed employees on a quarterly basis on the first pay in each of the following months: March, June, September, and December of each calendar year.

- B. Employees appointed to and holding the class of Fire Lieutenant or Fire Captain, who further possess a valid certification, as issued by the State of Ohio, Board of Regents, as an Emergency Medical Technician-Paramedic and who are assigned at fire stations with Reserve Medic 4 or Reserve Medic 5 shall, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), be eligible for a preferential pay in the amount of two hundred fifty dollars (\$250.00) annually.
- C. Employees appointed to and holding the class of Fire Captain who are assigned as "Hazardous Materials Team Captain" shall, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), be eligible for a preferential pay in the amount of three hundred dollars (\$300.00 per year).
- D. Payment of preferential pay shall be made by the Municipality to eligible officer classed employees by October 31 of each calendar year.

Section 2 - Certified S.C.B.A. Repairmen

- A. Certified S.C.B.A. repairmen, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), shall be eligible for a seven hundred dollars (\$700.00) bonus annually.
- B. Payment of annual bonus shall be paid by the Municipality to above-mentioned employees by October 31 of each calendar year.
- C. Said employees shall not be required to spend more than two (2) hours per workday on S.C.B.A. repairs and/or testing.
- D. Annually, there shall be no less than six (6) employees eligible for the above-mentioned preferential pay.
- E. Initial training and continuing educational requirements concerning S.C.B.A.'s shall be provided to said employees in accordance with the manufacturer's recommendations.

Section 3 - Arson Investigator

- A. Fire Division arson investigators who possess police powers shall receive pay equal to Fire Lieutenant.
- B. Fire Division arson investigators who possess police powers shall receive his/her weapon and personal protection as do police officers under HPD policies.

To be eligible for preferential pay, employee must graduate from a certified police academy.

- C. Effective with the first vacancy after January 1, 2008, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), the position of Arson Investigator shall be filled through a promotional exam administered by the Civil Service Department.

Section 4 - Compensation for Additional Rescue/Technical Certifications

- A. Effective with the initial date of this contract and effective through the end of 2010, if not extended, persons who have been certified by the Fire Division as qualified in either one, or both, of the following two technical rescue and operations shall receive additional compensation for each month in which he/she has held the noted certification in good standing.

First responder or awareness qualifications do not apply. The following areas of technical rescue and operations shall each be considered as a certification:

- River Rescue (Basic or Instructor)
- Hazardous Materials Technician

- B. Payment shall be made as a flat amount on an annual basis by November 30 of each year.

To receive credit for any month of certification, an employee must have worked in the month. Notwithstanding the requirement of having actively worked in a month, an employee on Sick Leave, or one who has incurred an injury on the job shall also be eligible for such certification pay.

- C. The annual amount(s) are shown below. Payment to any individual, however, is based upon 1/12th of the appropriate annual amount per month of work in which the employee continues to hold the requisite certification(s).

One certification	\$125
Two certifications	\$250

- D. The municipality agrees to provide an annual refresher course that meets NFPA / OSHA standards for continuing educational requirements for each of the additional technical certifications. To be eligible for preferential pay, employees must meet annual requirements for continuing education. To be eligible for Hazardous Materials Technician preferential pay, the employee must meet annual requirements for continuing education and possess a current hazardous materials physical qualifying them for entry team duties.
- E. Provided there is sufficient interest as determined by the Fire Chief, the municipality agrees to offer River Rescue Certification course on a bi-annual basis for members who desire this certification. Every effort will be made to ensure that members desiring training in River Rescue are permitted to attend scheduled training sessions.
- F. The parties agree that the re-establishment of certification pay for Rope/High Angle Rescue and Confined Space Rescue may be included in future negotiations between the parties.

Section 5 – Apparatus Driver

- A. Effective with the first vacancy following January 1, 2008, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), the position of Apparatus Driver shall be filled through a promotional examination administered by the Civil Service department.
- B. Employees promoted to the position of Apparatus Driver shall be compensated at a rate of two percent (2%) above Firefighter step 7 (as found in Appendix A). Employees assigned as Apparatus Driver on an acting basis will receive a one percent (1%) pay differential based upon the rate for Firefighter step 7 for all hours worked in an acting capacity.
- C. No firefighter classed employee shall be eligible to take a promotional examination for the position of Apparatus Driver unless he/she has served a total of thirty-six (36) months from most recent date of hire to the Hamilton Fire Department.

ARTICLE 13 MERIT ADJUSTMENTS

- A. Work time lost as a result of unpaid leaves of absence for suspension from duty for disciplinary reasons shall automatically extend the time period for merit adjustment consideration.
- B. Based upon a seven (7) step increment range for the class of Firefighter, the timing of merit adjustment consideration shall be:
 - 1. after one (1) year service in class;
 - 2. after two (2) years' service;
 - 3. after two and one-half (2½) years' service;
 - 4. after three (3) years' service;
 - 5. after three and one-half (3½) years' service;
 - 6. finally, after four (4) years' continuous service in class.
- C. Merit adjustment consideration for the classes of Fire Lieutenant and Fire Captain shall be at the conclusion of the standard six (6) month period of probation.
- D. The awarding and timing of merit adjustments assumes that employee performance has been acceptable and that such adjustments are earned by merit.

Employee absences in excess of the Hamilton Fire Department sick leave policy, as formulated within the Team Hamilton concept, will be grounds for the withholding of merit adjustments.

ARTICLE 14 LONGEVITY

Section 1. All sworn member-employees of the Division of Fire shall receive longevity pay based upon the percentages stipulated and shown in the Classification and Compensation Plan and subject to the maximum annual benefit payments as stipulated in the schedule contained below:

<u>Years of Service</u>	<u>Percent of Stipulated Salary</u>
5 through 7 years	2%
8 through 11 years	4%
12 through 15 years	6%
16 through 19 years	8%
20 years and over	10%

Effective January 1, 2014 employees will not be permitted to advance as per the schedule in Section 1. This freeze in advancement is only for the period of January 1, 2014 through December 31, 2014.

Section 2. The appropriate amount of longevity pay shall be added to the salary of the Division member beginning with the pay period next following the particular member's anniversary date.

Section 3. For purposes of longevity pay, members of the Division who resign and are later reinstated shall earn longevity on the basis of their most recent employment date.

Section 4. No longevity benefit will be payable to any member whose separation from the Fire Service is by action of disciplinary dismissal or discharge.

ARTICLE 15 CLOTHING ALLOWANCE

- A. Each sworn member of the Division of Fire subject to this Agreement shall be entitled to a clothing allowance of seven hundred dollars (\$700.00) per year, provided, bargaining unit personnel assigned to a forty (40) hour work schedule shall receive the same clothing allowance as is provided to Deputy Chiefs within the Fire Division.
- B. Clothing allowance monies shall be used for the purchase of uniform and other duty-related items.
- C. The Chief of the Division of Fire, or designee, shall make periodic inspections of the uniforms and wearing apparel of the members of the Division.

Fire Division employees shall receive their clothing allowance in two equal yearly installments (on or before April 15 and on or before October 15) to be used to purchase duty related equipment and clothing. No receipts or purchase inspections will be required by the Fire Division or the Municipality. Effective upon signing the second payment of \$350.00 to Fire Division employees for 2013 and 2014 will be suspended. Effective January 1, 2015 the uniform allowance will be fully restored.

Employees not meeting Fire Department Uniform standards will be required to change into an appropriate uniform. An employee who is not able to produce a uniform meeting Fire Department Uniform standards will be subject to disciplinary action.

The Fire Division will not change any particular item of the Fire Division uniform any sooner than every four (4) years. However, this provision shall not apply if a uniform item is no longer available or discontinued.

The Fire Division agrees as to any particular uniform item that said old uniform to be replaced may continue to be worn until no longer serviceable or three (3) years from the date that the uniform change was announced, whichever event occurs first. Should the Fire Division vary from the above agreed upon replacement schedule, the Municipality will be responsible for the cost of the uniform item changed in addition to the semi-annual clothing allowance by purchasing the first item of clothing. The remaining sets will be the responsibility of the individual employee.

- D. The following articles of apparel or protective clothing will be provided by the Municipality to newly employed Firefighter classed employees without reference to the clothing allowance otherwise established for the first year of employment.

A complete dress uniform as outlined in Departmental SOPs consisting of:

- one (1) long sleeve white shirt; one (1) short sleeve white shirt
- one (1) pair dress pants; one (1) dress Jacket
- one (1) black leather belt, 1 1/4 inch wide; one (1) black tie
- one (1) pair black dress shoes; one (1) uniform dress hat
- one (1) dress topcoat.

A complete set of Personal Protective Clothing as outlined in Departmental SOPs consisting of:

- one (1) helmet with face shield, chin strap and PAS tags
- one (1) bunker coat with liner; (1) bunker pants with liner
- one (1) pair approved suspenders; one (1) pair fire boots
- two (2) pair fire gloves; one (1) approved flame resistant hood
- one (1) set hearing protection; one (1) fit tested SCBA face piece;
- one (1) pair of eye protection safety glasses.

- E. The Municipality will provide, without reference to the annual clothing allowance, necessary replacements of the above listed articles of Personal Protective Clothing which are found to be unserviceable. All items will be constructed to meet current NFPA specifications.

The Municipality will provide, without reference to the clothing allowance, one set of badges and collar pins upon promotion or new hire into the Division of Fire.

- F. The municipality will, by bid contract, provide for the cleaning and pressing of certain uniform apparel to be limited to four hundred eighty (480) items per contract year for each forty (40) hour schedule member and two hundred forty (240) items per contract year for each member whose normal work schedule exceeds forty (40) hours per week.

The Municipality will incorporate in its Contract for Bid for purposes of pressing and cleaning uniform apparel a provision allowing for pickup and delivery service of clothing items.

- G. The use or wearing of the uniform during off duty hours shall be in keeping with appropriate policies, as stipulated by the Chief of the Division of Fire.
- H. A partial payment of the uniform allowance will be made to employees who separate for reasons of resignation, dismissal, layoff or retirement or to the estate of a deceased employee and shall be computed by dividing the eligible benefit amount by twelve (12) and multiplying that amount by the number of months completed continuous service in the calendar year in which separation occurs. To receive credit for a service month, the employee shall have worked in that month.

ARTICLE 16 ACTING OFFICERS

- A. Temporary employee assignments on an acting pay basis to the ranks of Firefighter-Life Squad, Paramedic Supervisor, Paramedic Coordinator, Lieutenant, Captain or Deputy Chief shall be compensated at the appropriate rate of the higher class providing the assignment is for a period of not less than four (4) hours.
- B. Acting pay assignments will be compensated as part of the regular bi-weekly pay.
- C. Each individual acting assignment interrupted by time off (except for sick leave usage) or reassignment back to the employee's original, permanent class shall constitute a separate assignment when filled on an acting basis.
- D. Employees assigned on an acting basis will be paid in the first step of the next higher rank, but not less than four percent (4%).

The initial salary or rate increment step for the class of Fire Lieutenant and the first three (3) increment steps for the class of Firefighter-Life Squad shall be utilized only for the purpose of acting pay arising out of temporary promotional appointments to that class.

- E. The Chief of the Division of Fire shall have the right to determine the need for filling of vacant positions on an acting basis except as otherwise modified by the above provisions.
- F. The Division of Fire shall maintain a list of members eligible to work as acting officers. It shall be voluntary to be placed on this list. Those on the list must have at least three (3) years on the Hamilton Fire Department.

In the event that no acting officers are available (on duty) from the list, the Deputy Chief shall make assignments as he deems necessary.

This provision shall not create overtime, it only specifies that members from the acting officers list shall be used before going outside the list to make assignments.

ARTICLE 17 OVERTIME

Section 1 - Overtime Administration

- A. Except as otherwise modified by terms of this Agreement, the responsibility for the determination of the need for overtime, the number of hours to be worked and the number of employees by classes shall be vested in the Chief of Fire or his designated representative.
- B. The parties agree as to the principle of overtime selection by rotation.

Overtime shall be rotated within the ranks of Firefighter, Firefighter-Life Squad Paramedic Supervisor and Paramedic/EMS Coordinator as a single group.

Officer rotation shall be by the ranks of Fire Lieutenant and Fire Captain as a single group.

If an acting officer creates the vacancy, then the call-in will be made from the officers' overtime list. When a captain is acting as shift commander, any vacancy created in the lineup and causing overtime will be filled by call-in from the appropriate list as stated in this Article. Should the acting shift commander call in unable to report for duty or leave duty prior to completing the shift, a deputy chief will be called for overtime. For purposes of this Article, the lineup will be official at 0800 the morning the shift leaves duty. Up to that point, the Association agrees that the lineup may change at the shift commander's discretion but consistent with any other provisions in this Agreement.

- C. As a means of rotation, overtime shall be offered first to the employee who, within his/her Rotation Group, stands lowest in accumulated overtime hours.

In the event that two (2) or more employees within a Rotation Group have the same number of accumulated overtime hours, then the available overtime shall be offered first to the person having the greatest seniority within the Fire Division.

- D. Any overtime opportunity where the overtime list has been utilized twice, will be considered mandatory overtime and the first employee contacted may not refuse the overtime. Hours worked as a result of such mandatory overtime shall not be charged to the employee's overtime accumulation.
- E. An overtime equalization or rotation list shall be maintained by the Shift Deputy Chiefs at their respective quarters and shall be adjusted daily to reflect overtime status.

Effective 0800 each January 1, a new rotation list shall be developed for each Equalization Group. The new list shall reflect the accumulation standing or order of the expired list so as to assure that the first overtime available in the new year is offered to the employee whose accumulation on the previous list was lowest in total hours.

- F. Overtime will neither be offered nor charged to an employee on sick or injury leave when the overtime need arises.

Overtime will be offered to employees who are involved in a trade or scheduled off-duty for reasons of compensatory time, vacation, Kelly Day or trade. In the event of refusal in the above instances, no charge will be made to the employee's overtime accumulation. All other overtime opportunities will be charged if refused.

An employee, not on leave of absence as noted above, who refuses overtime shall be charged in the same manner as if the overtime had been worked.

Employees who are off duty as a result of union business, professional leave or funeral leave will not be called for overtime and no charge will be made to the employee's overtime accumulation. Members of the Union's Executive Board may decline overtime due to union functions without charge to the member's overtime accumulation.

Overtime hours either accepted or refused will be credited as worked on an hour-for-hour basis.

A new employee or an employee permanently promoted into the Officer Rotation Group will assume the same number of hours as the person having the greatest accumulation within that group.

- G. Overtime equalization or rotation procedures shall not apply in those instances wherein it is necessary to hold an employee over on shift nor in emergency situations.
- H. Overtime hours worked in a continuing training requirement will not be charged to the employee's accumulation.
- I. In the event that an overtime opportunity is lost due to an error in administering overtime call-in procedures, the affected employee will be entitled to the next overtime opportunity. Said employee shall be allowed one opportunity to decline overtime without charge to his/her overtime balance.

Example: If an Officer overtime opportunity was erroneously filled by a Firefighter, then the next Firefighter overtime opportunity will be filled by an Officer and vice versa.

- J. Overtime records shall be available to the members of the bargaining unit on a daily basis; shift commanders shall respond to overtime questions.
- K. When an individual assigned to a 40-hour schedule is called in and works on a 48-hour shift, he/she shall receive compensation based upon the 48-hour shift schedule.

Section 2 - Call-in (Non-Emergency)

- A. Members of the bargaining unit who are called to duty following the completion of their normal work shift and prior to the start of their next regularly scheduled work shift shall receive a minimum of four (4) hours' pay as a call-in premium, at the rate of time and one-half the classification rate of pay, consistent with the employee's average work week schedule. The minimum four (4) hour call-in provision shall not apply in those instances wherein a member is called in and is not needed, or works less than two (2) hours. In these cases, a two (2) hour minimum call in provision shall apply.
- B. The minimum four (4) hour call-in pay provision shall not apply in those instances wherein the overtime commences two (2) or fewer hours prior to and runs continuously into the employee's regular shift or commences immediately upon termination and follows on a continuous basis after the regular shift. In such instances, the employee shall be compensated only for hours worked at the appropriate rate.
- C. When a member needs to be relieved two (2) hours or less from the end of his/her shift due to training, seminar, or other city related business, the shift commander may call that member's relief and have them report for the overtime rather than using the overtime list. If the relief person is unable to report early, a member of the relieving crew on the next shift may be called to report early. No one will be charged for the overtime.

Section 3 – Emergency Call-In

- A. Emergency call-in will be at a four (4) hour minimum in all cases. The Fire Chief or, if he is not present, the Incident Commander will decide when called-in members can be relieved. Overtime hours exceeding the four hour minimum will be paid on an hour for hour basis at time and one half.
- B. Emergency call-in shall be made by the Communication Center using the HFD Emergency Notify paging group. All members of the Fire Division may have their name and cell phone/pager number added to the list. Upon receipt of a page requesting emergency call-in, available members will call the Communications Center to advise of their ability to come in. The Communications Operator will let them know if they are to respond and where.
- C. If the Communications Center does not receive enough members to fill the number requested by the Incident Commander, they will begin calling using the emergency call-in list developed by the Fire Chief. Such emergency overtime shall not be voluntary.
- D. Hours worked as a result of an emergency call-in shall not be charged to the employee's overtime accumulation.

Section 4 - Shift Hold-Over

- A. A hold-over on shift of fifteen (15) minutes or longer shall be compensated at time and one-half rate, consistent with the employee's classification rate as determined by the average work week schedule except that a hold-over of more than one (1) hour beyond the end of the employee's tour shall guarantee a minimum two (2) hours' pay at the time-and-one-half class rate.
- B. The above hold-over provision shall apply also in those instances where shift coverage is necessary due to employee tardiness.
- C. Employees who are held-over due to emergency runs will be compensated at time-and-one-half the employees rate class plus an additional ten (10) minutes added to the time of arrival at quarters to facilitate clean-up, run documentation and passing along of information.

Section 5 - Pyramiding of Rates

In no event shall the overtime or premium pay established within this Agreement be pyramided. Thus, if two or more overtime or premium pay provisions are applicable to the same hours of work, only the provision yielding the largest pay amount shall satisfy the requirements of all other pay provisions.

ARTICLE 18 COMPENSATORY TIME

- A. Employees who periodically volunteer their services for activities such as parades, demonstrations or similar community functions which do not entail fire suppression duties normally performed on a straight time basis, shall be reimbursed by means of compensatory leave on the basis of one-and-one-half hour of paid leave for each hour of volunteered service.
- B. Employees shall not be denied compensatory leave due to optional assignments of other on-duty personnel. Compensatory time requests are subject to approval of their shift commander and available slots.
- C. Members of the bargaining unit may, as determined by the City, shall, in the first regular pay following April 1 of each year, be paid for their comp time balance in excess of eighty (80) hours at the straight time rate of pay. Maximum accumulation shall not exceed 200 hours. At retirement, the member shall be paid at the straight time rate for up to 200 hours for unused compensatory time.
- D. To use compensatory time, members shall request said time from their Shift Commander no greater than twenty-one (21) days and no less than seventy one (71) hours prior to the beginning of the shift of the requested leave. The basis for this pick shall be by first request for available slots for up to two (2) members but compensatory time shall not create overtime at the time it is requested and be subject to available slots.

E. Compensatory time will be used on an hour for hour basis and must be used in twelve (12) or twenty-four (24) hour increments. Compensatory time shall only be requested in time slots from 0800 hrs. to 2000 hrs. or 2000 hrs. to 0800 hrs. Members may request either or both of the time slots available.

ARTICLE 19 HOLIDAY PROVISIONS

A. Employees who work a forty (40) hour per week schedule will celebrate holiday leave on either the actual calendar date of the holiday or on the day observed should the holiday fall on a Saturday or Sunday of the week. For such employees, the following holidays shall be recognized for a total annual leave benefit of one hundred thirty-six (136) hours per calendar year.

New Year's Day	Employees' Birthday
Martin Luther King's Birthday	(5) Personal Leave Days
Memorial Day	Good Friday (Scheduled as
Independence Day	personal leave)
Labor Day	Christmas Eve Day
Thanksgiving Day	Christmas Day
Friday after Thanksgiving	New Year's Eve Day

B. Fire Prevention, Training, and Operations offices need not be staffed by bargaining unit employees when the Municipal Building is closed. If the Municipal Building closes, a personal leave day may be utilized by bargaining unit employees who work a forty (40) hour per week schedule.

C. When an employee changes from a 40 hour per week schedule to a 24-hour tour schedule, holiday leave time is not pro-rated. The employee will fill a Kelly Day slot as outlined in Article 9 of this agreement.

D. Employees of the bargaining unit who work on a recognized fixed-date holiday, as noted below, shall be eligible for premium pay benefit of double time for each hour so worked.

<u>Holiday</u>	<u>Date Recognized</u>
Easter	
Memorial Day	
Independence Day	July 4
Labor Day	
Thanksgiving Day	
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31
New Year's Day	January 1

E. For purposes of holiday premium pay, Easter Sunday, Memorial Day, Labor Day, and Thanksgiving Day shall be observed on the actual calendar date on which the holidays fall.

- F. Compensation for hours worked on a fixed-date holiday shall be based upon the employee's class rate, consistent with his/her average work week schedule, except when a tour trade is in effect. (Refer to Article 21 Trades, Section 2(E))
- G. Premium pay for hours worked on a fixed-date holiday shall be limited to those employees whose scheduled shift begins at 8 a.m. on the date of the recognized holiday.
- H. In no event shall the premium pay benefit provided herein be pyramided with respect to overtime rates. Thus, if two or more premium and/or overtime pay provisions are applicable to the same hours of work, then that provision yielding the largest amount shall satisfy the requirements of all other pay provisions.
- I. Hours worked as a result of a call-in on a recognized fixed date holiday shall be compensated at the premium rate of double time for each hour so worked based upon the employee's class rate, consistent with his/her average work week schedule.
- J. Those bargaining unit employees newly appointed or who separate, and working the 40-hour shift schedule, shall be eligible for a proration of the annual holiday leave benefit such that for each month or part thereof of active service, the employee shall be eligible for one-twelfth (1/12) of the total holiday allowance. This provision does not apply to those bargaining unit members working the 24-hour shift schedule.
- K. Upon separation, any holiday leave accrued but not taken shall be compensated at the employee's class rate, consistent with his/her average work week schedule. This provision applies to those bargaining unit members working the 40-hour week schedule only. It does not apply to the 24-hour shift personnel.
- L. No holiday leave benefits shall be paid to an employee whose separation from the Fire service is by action of disciplinary dismissal.
- M. None of the provisions contained herein relative to the scheduling of holiday leave shall limit the right of the Chief of Fire to determine and establish minimum personnel needs for operational requirements.

ARTICLE 20 VACATION

Section 1 - Vacation Allowance

- A. Permanent, full time employees shall be eligible for vacation leave, with pay, based upon the following length of service schedules:

Schedule For Twenty-Four (24) Hour Tour Employees:

Length of Continuous Service

Vacation Leave Allowance

Less than one (1) year	None
One (1) year but less than eight (8) years	Five (5) tours
Eight (8) years but less than sixteen (16) years	Seven (7) tours
Sixteen (16) years but less than nineteen (19) years	Nine (9) tours
Nineteen (19) years but less than twenty-two (22) years	Ten (10) tours
Twenty-two (22) years but less than twenty-five (25) years	Eleven (11) tours
Twenty-five (25) years but less than twenty-six (26) years	Twelve (12) tours
Twenty-six (26) years or more	Twelve (12) tours plus eight (8) hours' pay

Schedule For Eight (8) Hour Tour Employees:

Length of Continuous Service

Vacation Leave Allowance

Less than one (1) year	None
One (1) year but less than eight (8) years	Ten (10) work days
Eight (8) years but less than sixteen (16) years	Fifteen (15) work days
Sixteen (16) years	Twenty (20) work days
Seventeen (17) years	Twenty-one (21) work days
Eighteen (18) years	Twenty-two (22) work days
Nineteen (19) years	Twenty-three (23) work days
Twenty (20) years	Twenty-four (24) work days
Twenty-one (21) years	Twenty-five (25) work days

Twenty-two (22) years
Twenty-three (23) years
Twenty-four (24) years
Twenty-five (25) years
Twenty-six (26) years or more

Twenty-six (26) work days
Twenty-seven (27) work days
Twenty-eight (28) work days
Twenty-nine (29) work days
Thirty (30) work days

- B. The vacation year for members of the Division of Fire shall begin in January and conclude in January the following year.
- C. Accrued vacation hours not taken by the first shift cycle day of each calendar year shall be removed from the employee's credit unless such balance is approved by the City Manager.
- D. Request for carryover of accrued vacation leave shall be made in writing through the Chief of the Division of Fire to the City Manager, who shall approve such carryover in the event either that job-related disability has caused the employee's absence from duty, except as otherwise modified by this Agreement, or operational necessities have prevented the employee's utilization of the vacation leave during the calendar year.
- E. Approval of vacation leave for purposes other than noted above shall be at the discretion of the City Manager.
- F. An employee who separates from employment shall be eligible for his annual vacation leave in the calendar year in which separation occurs should that person be in active employment one (1) day of the calendar year in which separation occurs.
- G. An employee who separates but who has not been in active service one (1) day of the calendar year in which separation occurs due to approved injury leave, as provided in Section 181.08 of the Codified Ordinances of the City of Hamilton, Ohio, shall similarly be eligible for the full vacation benefit otherwise due him for the calendar year in which separation occurs.
- H. No vacation leave benefit, however, will be paid to an employee whose separation from employment is by action of disciplinary dismissal.
- I. The Municipality shall be entitled to reimbursement from an employee upon his separation for any vacation leave used in excess of entitlement, as herein provided.
- J. Compensation for accrued but unused vacation credit shall be at the employee's base rate of pay.
- K. An employee reassigned to another shift at the initiation of the Chief of Fire shall be permitted vacation leave as previously drawn on his/her original shift. An employee who is newly promoted or has been awarded a position through the bid process, and then reassigned to another shift shall be permitted five (5) tours of vacation leave as previously drawn on his/her original shift, the remaining vacation tours shall be awarded on the basis of tour slots available on the shift to which he/she is reassigned.

- L. In the event an employee of the Fire Service, as a result of utilization of injury leave with pay, does not actively work at all in a calendar year, he/she will be ineligible for vacation leave with pay benefit for that year.
- M. In the event that an employee of the Fire Service, as a result of utilization of injury leave with pay, is absent from active service in excess of six (6) months, but less than twelve (12) months in a calendar year, he/she will be eligible for vacation leave with pay benefits in that year not to exceed one-half (50%) of his/her otherwise entitled allowance.
- N. If an employee has used his/her vacation, the above provision becomes null and void. If an employee is unable to return to work due to an illness or injury and must retire, he/she will be paid for his/her vacation.

Section 2 - Scheduling

- A. No more than seven (7) persons will be permitted off on any one date, exceptions allowing more than seven (7) off to be at the discretion of the Fire Chief.
- B. The vacation drawings shall be according to seniority.
- C. After vacation drawing is complete, members of the Division of Fire shall only be able to change a vacation day twice (2x).

ARTICLE 21 TRADING OF TOURS

Section 1 - Annual Trade Allowance

- A. Members of the bargaining unit after one year of service will be permitted unlimited shift trades per year with the right to make consecutive trades.
- B. Members of the bargaining unit during their first year of service can be involved in six (6) total non-consecutive cross shift trades, unlimited on shift changes.
- C. Tour trades may be utilized for the purpose of vacation extensions.
- D. Members of the bargaining unit will be permitted to trade within the same shift to which they are assigned.
- E. No trade shall be permitted or allowed which would result in any employee being on duty for more than 48 consecutive hours.

Section 2 - Trade Repayment

- A. All trades initiated by an employee must be repaid within twelve (12) calendar months from the date the trade is initiated.

Repayment time shall equal the time traded and shall be repaid in one continuous time period. Trades of less than twenty-four (24) hours can be added together with other trades of less than twenty-four (24) hours and paid back at one time as long as the trades added together do not exceed twenty-four (24) hours.

- B. Repayment of time will be made on the date and at the time requested.
- C. When a trade is not repaid within the stipulated twelve (12) month repayment period, the employee obligated to repay the trade time shall have the monetary equivalent of the untraded time deducted from his/her pay and paid to the employee to which the trade is owed at that employee's rate of pay. The Municipality will endeavor to give notice of expiration of this twelve (12) month period. If repayment shall become due before notice is given, an affected employee will have an additional thirty (30) days from the date of notice to repay the trade before the appropriate funds are deducted from his/her pay. In all events, an employee shall have a minimum of thirty (30) days written notice that a trade is due before funds are deducted from his/her pay.
- D. An employee on sick or injury leave shall receive extensions of trade repayment time until he/she can return to work.

If an employee cannot return to work, monetary deductions will be made and paid to the employee to which the trade is owed at his/her rate of pay.

Any member working on a trade, who is injured and is sent to the hospital for treatment of that injury and is relieved of duty by the attending physician, shall not owe the Municipality the time remaining on that trade.

A member owed a trade has the right to waive the trade repayment.

- E. IAFF Local 20, agrees that the Municipality will not incur additional cost due to employee trades unless the employer reassigns the employee to an acting position for other than that for which he/she traded or the employee has filed a trade in good faith prior to the department scheduling a mandatory assignment.

Example: An employee arranges and files the appropriate forms for a trade, including repayment of the trade. After the filing, the department schedules training that is mandatory for the employee on the day of said trade. The employee would be entitled to pay at time and one-half for attending this training.

Employees of the bargaining unit who work a trade on a recognized fixed-date holiday shall be eligible for premium pay benefit of double time for each hour so worked at the rate of pay of the original scheduled employee.

- Examples:
- (1) A driver, who is also a paramedic alternate, trades with another driver. When he/she reports for duty, he/she is reassigned to a paramedic unit. The reassigned employee would receive acting pay.
 - (2) A firefighter trades with another firefighter. Upon reporting for duty, he/she is reassigned to an acting officers position. The reassigned employee would receive acting pay.
 - (3) An employee who trades and is working on a premium paid holiday will receive the premium pay at the rate of the originally scheduled employee.

Section 3 - Administration of Tour Trades

- A. An employee initiating a trade is to make such arrangement as follows:
 1. Company officer with Company officer
(no acting pay will be paid to a Lieutenant who trades with a Captain)
 2. Promoted paramedic with certified paramedic
(no acting pay will be paid to a Paramedic Alternate who trades with a promoted Paramedic)
 3. First driver with certified driver
- B. Sick leave will not be accepted for a traded work day as time repayment.
- C. If a firefighter or officer becomes ill while on a trade, the following shall apply:
 1. If a firefighter or officer is ill and cannot report for work or must leave work while on a trade, he/she will owe the Fire Division the amount of time that he/she was off duty during the trade.
 2. The firefighter or officer will be placed on a special overtime sheet to be the first called back to replace another individual to pay back this time prior to calling in the next person on the overtime list.
 3. The firefighter or officer will have to pay back to the Fire Division this amount of time.
 4. The firefighter or officer shall be allowed two opportunities to decline to pay back the time owed. If he/she declines the third time, he/she will be docked that amount of time.
- D. Members of the bargaining unit trading within the same shift to which they are assigned will not be confined to the requirements of Section 3A.

- E. Notification - The department shall be notified of trades. This notification shall be made before the trade is worked. Your shift deputy should be notified if this is not practical, notify the on-duty shift deputy chief so that appropriate changes can be made in the lineup.
- F. Proper Fire Department Trade Forms must be filled out and signed by both individuals.

ARTICLE 22 ATTENDANCE INCENTIVE

- A. Each permanent, full time employee who achieves an annual attendance record of not more than two absences from his or her regular work-day schedule shall be eligible for certain cash awards as provided herein.
- B. Annual cash awards shall be paid based upon the following schedule:
 - 1. Perfect annual attendance (zero leave hours utilized) \$300.00
 - 2. Up to One (1) Work Day Absence
(Up to 8 hours used for 40 hour employees; up to 24 hours used for 48 hour employees)
\$175.00
 - 3. Up to Two (2) Work Day Absences
(Up to 16 hours used for 40 hour employees; up to 48 hours used for 48 hour employees.)
\$100.00
- C. Eligibility for attendance award will not be adversely affected by the following leave conditions: Military leave for active duty not to exceed thirty (30) days or induction physical examination; Approved leave for union business; Jury duty; Attendance at certification or Civil Service examinations; Attendance at approved seminars or training functions; Vacation leave; Holiday leave; Compensatory leave; Funeral leave.
- D. Absenteeism due to the following causes will diminish or eliminate eligibility: Sick leave usage for reasons approved under the sick leave policy; Any other unauthorized or authorized leave of absence; Disciplinary suspension finally sustained through appeal proceedings; Injury leave; Layoff; Leave due to duty-related injury for which the employee does/does not receive Workmen's Compensation benefits; Separation from employment.
- E. The provisions of this policy shall not alter existing practices relative to sick leave eligibility or charging of sick leave.
- F. For purposes of this benefit, the employee's record of attendance shall be measured commencing with December 1 and terminating on November 30 of the next succeeding calendar year. To be eligible for award consideration, the employee must have been actively employed throughout the benefit year. Award payments will be issued in December.

Award benefits will be pro-rated on a monthly basis for persons who are not employed for the full span. Credit shall be given for a month when the employee has worked for half or more of the month.

ARTICLE 23 SICK LEAVE

Section 1 - Accrual

- A. Each permanent employee-member whose average normal work schedule does not exceed 40 hours per week shall be entitled to sick leave of ten (10) hours per month for each month in which the employee has actively worked. Persons employed on a shift schedule with some other average work week will receive an identical proportion of sick leave. (Example--40:10 as 48:12) Unused sick leave shall be cumulative without limit, in accordance with Ohio Revised Code, Section 124.38.
- B. Each permanent employee-member whose average normal work schedule exceeds forty (40) hours per week shall be entitled to sick leave of twelve (12) hours per month for each month in which the employee has actively worked. Unused sick leave shall be cumulative without limit, in accordance with Ohio Revised Code, Section 124.38.

Section 2 - Administration

- A. Sick leave may be used only in accordance with provisions of the sick leave policy established by the office of the City Manager. In the case of an employee absence and a claim for sick leave under provisions of this Article, the City Manager or Chief of Fire may require a medical examination of the employee by a Municipality appointed physician in order to substantiate the validity of the sick leave claim. The cost of said examination shall be borne by the Municipality. In the event of employee refusal to be examined or, should the claim be found to be fraudulent, the sick leave claim will not be paid.
- B. Each employee who has been absent for three (3) or more work days for 40-hour personnel (more than one (24-hour) shift for persons who work that shift schedule) due to personal injury or illness must submit a physician's certificate as proof of illness or injury and as medical support that he or she is sufficiently recovered to return to work.
- C. A 40-hour employee who is working a schedule consisting of four (4), ten (10)-hour days shall be permitted to use one (1), ten (10)-hour day for family medical emergency. He/she shall be required to provide a physician's excuse after absences of three (3) consecutive work days.
- D. An employee-member whose average normal work schedule exceeds forty (40) hours shall be permitted to use up to twenty-four (24) hours annually for family medical emergency.
- E. With prior notice, the Safety Director or Division Chief may require the presentation of a physician's certificate by an employee for sick leave absences of less than three (3) days (less than one twenty-four (24) hour shift for 48-hour personnel) if he deems such action advisable

based upon the employee's record of usage or the circumstances attendant to a specific absence or series of absences.

- F. Members of the bargaining unit shall have the option to utilize vacation instead of sick leave hours, regardless of the seven (7) person scheduled off provision, as written in Article 20, Section 2 A, when on extended sick leave of greater than four (4) consecutive twenty-four (24) hour hours. Forty (40) hour personnel may utilize this benefit when on extended sick leave of greater than ninety-six (96) consecutive hours.
- G. Nothing in this section shall excuse a member from complying with all sick leave reporting requirements.
- H. Salary of any sworn member of the fire division shall not be increased during and for the period of illness during which he/she is paid his/her salary.
- I. Persons working light duty assignments shall not be affected and may receive increases in salary, subject to the provisions of paragraph I below.
- J. Sworn Fire Division personnel shall be eligible for promotion while on sick leave but shall not be entitled to the promoted rate of pay until he/she actively works in the promoted classification.

Section 3 - Special Provisions – Sick Leave Conversion at Retirement, Death

- A. Upon retirement, employee-members hired before the effective date of this agreement, or May 1, 1994, whichever occurs first, shall be eligible to receive a cash payment based upon seventy-five percent (75%) of the value of the accumulated sick leave, which for purposes of this benefit, shall not exceed a total of twelve hundred (1,200) hours for those whose normal work schedule is forty (40) hours; and one thousand six hundred and eighty (1,680) hours for those employees whose average work schedule exceeds forty (40) hours per week. Employees hired on or after May 1, 1994, shall be eligible to receive a cash payment upon retirement equal to twenty-five percent (25%) of the value of accumulated sick leave.
- B. For purposes of sick leave payment upon retirement only, members who retire from a 40 hour position will receive sick leave payout at the 48-hour rate only if the employee earned sick leave at the 48-hour rate for the majority of months in which the employee earned sick leave over the course of their career with the City of Hamilton Division of Fire.
- C. In the event an employee-member is fatally injured as a direct result of his employment to the extent that the family or heir(s) at law are awarded a death benefit under the provisions of the Ohio State Workers' Compensation law, a cash benefit based upon one hundred percent (100%) of the value of the deceased employee's accumulated sick leave will be paid to the surviving spouse and if the employee leaves no surviving spouse, then to the heir(s) at law of the deceased employee.

For purposes of this benefit, the sick leave accumulation shall not exceed a total of twelve hundred (1,200) hours for those whose normal work schedule is forty (40) hours per week and one thousand six hundred and eighty (1,680) hours for those employees whose average work schedule exceeds forty (40) hours per week.

- D. In the event an employee-member dies from causes determined not to be duty related or associated with his/her employment, a cash benefit based upon seventy-five percent (75%) of the value of the deceased member's accumulated sick leave will be paid to the surviving spouse and if the employee leaves no surviving spouse, then to the heir(s) at law of the deceased employee. For purposes of this benefit, the sick leave accumulation shall not exceed a total of twelve hundred (1,200) hours for those whose normal work schedule is forty (40) hours per week; and one thousand six hundred and eighty (1,680) hours for those employees whose average work schedule exceeds forty (40) hours per week.
- E. Each member-employee who has accumulated at least 240 hours of sick leave at the commencement of an extended illness shall be entitled to additional sick pay when his/her regular accumulation has expired in an amount equivalent to one half his/her normal sick leave rate for a period of time equal to his regular sick leave accumulation at the time the disabling illness or injury caused his/her continuous absence from work.
- F. Eligibility for extended benefits is subject to the following provisions:
 - 1. Employee must have fully utilized his/her regular sick leave accumulation.
 - 2. Eligibility for extended or supplemental benefit requires a physician's certificate.
 - 3. In instances of work-related injury, extended sick leave benefits would not be applied when the employee is eligible or is receiving weekly benefits under the state of Ohio Workers' Compensation Laws.
 - 4. The provisions of this policy do not affect the Municipality's right to initiate disability retirement.
 - 5. Moneys for extended sick leave benefits are not payable upon retirement, death, or work-related fatality.
 - 6. For purposes of this benefit, maximum sick leave accumulations shall be limited to twelve hundred (1,200) hours for those employees who normally work a forty (40) hour per week schedule and to one thousand six hundred and eighty (1,680) total hours for employees whose average work schedule exceeds forty (40) hours per week.

ARTICLE 24 LINE-OF-DUTY INJURY/DEATH

Section 1 – Work Related Injury

- A. Leave of absence with pay in the event of work-related injury shall be provided in accordance with Section 2. For each separate use of injury leave, the first eight (8) hours will be charged to the employee's accumulated sick leave hours.

However, should the member submit to the Fire Chief a report of medical examination from the employee's treating physician documenting that the absence is related to the initial work injury, no deduction will be charged to said members accumulated balance.

Example: Employee is off ten (10) consecutive injury leave tours. All hours would be charged towards injury leave.

Example: Employee is off one (1) tour injury leave and next month he/she is off one (1) additional injury leave tour. A total of eight (8) hours would be charged toward sick leave should the member fail to submit a doctor's report.

Example: Employee is off on injury leave and has been reassigned to temporary light duty. Time off for therapy, doctor visits, or any treatment or testing related to the injury will be treated as injury leave. Employees will not be charged any additional sick leave.

- B. A tour equals twenty-four (24) hours.

Section 2 – Disability Leave

- A. A member disabled in the performance of his or her duty including disabilities resulting from contagious diseases shall be entitled to his or her salary in full for the period of disability not to exceed one year provided it is medically reasonably expected that the employee will be able to return to full duty following the period of disability. This period may be extended for the period of time the employee spends as an in-patient in a hospital, a rehabilitation center, or both for a period of time of up to one year if he or she is expected to make a full recovery. The member may submit for consideration medical records from his or her personal/treating physician regarding IWP and limited duty determination.
- B. If at any point during the period of the member's disability, it is determined by a physician that the employee will be unable to return to full duty with the City of Hamilton Fire Department, the individual shall apply for disability retirement or, if ineligible for disability retirement, the member may be given a non-disciplinary medical separation. Individuals seeking disability retirement in accordance with this article will be permitted to continue on injury leave while his or her application for disability retirement is pending, provided the total period of injury leave does not exceed one (1) year in accordance with Section 2 (A) of this Article and that the application for disability retirement is filed within one (1) calendar month of the medical determination of inability to return to full duty.

Members may use accrued leave following the termination or exhaustion of injury leave upon application and at the sole discretion of the Fire Chief.

- C. Certification. In the event any sworn member of the Fire Division is disabled as the result of injuries received in the performance of his or her duties, it shall be the duty of the Fire Chief to ascertain the nature and circumstances of the injuries. For this purpose the Director of Public Safety may cause the injured person to be examined and/or re-examined by a competent physician or surgeon. Such examination to be at the cost of the City. The results of said examination shall be forwarded to the Fire Chief and also the Director of Public Safety.
- D. If the physician hired by the City and the member's physician are in disagreement regarding a duty related determination or regarding the ability of a member to return to full duty, 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 or whether the member will be able to return to full duty. The cost of such evaluation and/or examination by the mutually agreed upon physician shall be borne equally by the City and the member on a pre-paid basis. The decision of the third physician shall be binding upon the City, the Union and the member. Pending a final determination, the affected member may use Sick Leave or if Sick Leave is exhausted, vacation, or compensatory time if the determination is as to whether the injury is work related. The affected member will remain on injury leave subject to the provisions of Section 2 (A) of this article pending a final determination, if the determination is as to whether the member will be able to return to full duty. 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.
- E. No member shall be entitled to receive salary or compensation if he or she refuses to permit examination of his or her injuries by a competent physician or surgeon at the direction of the Chief or the Director of Public Safety; or if, upon the determination as a result of any such examination that he or she is fit either for full, or for light duty, he or she refuses to report to the Chief, or to respond to any order that he or she so report.
- F. Salary of any sworn member of the Fire Division shall not be increased during and for the period of disability, either partial or entire, during which he or she is paid his salary.
- G. Sworn Fire Division personnel shall be eligible for promotion while on injury leave but shall not be entitled to the promoted rate of pay until he or she actively works in the promoted classification.

Section 3

In the event a member of the Fire Division is killed in the line of duty, the surviving spouse or guardian of the member's minor children shall receive the deceased member's salary and hospitalization insurance for a period of six (6) months. Compensation shall be at the deceased member's scheduled rate of pay at his/her time of death.

ARTICLE 25 PARTIAL/LIGHT DUTY ASSIGNMENT

- A. The purpose is to provide active work status to employees who are physically able to perform partial or light duty assignments for temporary periods until full medical release to normal duty functions.

Refer to **ARTICLE 24 LINE-OF-DUTY INJURY/DEATH, Section 2** (Disability pay for sworn members of the fire division).

- B. Employees temporarily disabled from performance of normal duty assignments, where such disability is either job or non-employment related, may be assigned limited duties, consistent with medical diagnosis of the condition, employee skills/abilities and work unit needs.
1. A partial duty assignment anticipates that the employee is medically capable of performing some of his/her normal duty activities but is restricted, by physician determination, in either the full performance of or performing certain designated activities normally assigned.
 2. Light duty assignment anticipates work activities of Fire Division function not within the scope of the employee's normal duty assignment.
 3. Light duty assignments shall be given to work needs within the Division of Fire.
- C. No employee will be permitted partial or light duty assignments which are contraindicated by medical opinion.
- D. The Chief of the Division of Fire shall maintain the right to station and assign members of the Division.
- E. No personnel, from outside the Fire Division, shall be assigned Light Duty/Partial Duty status within the Fire Division.
- F. Refer to **ARTICLE 24 LINE-OF-DUTY INJURY/DEATH, Section 2**, Examination By Physician, to determine the medical status of the employee.

ARTICLE 26 FUNERAL LEAVE

- A. Funeral leave, with pay, is intended to protect the employee against the loss of straight time wages during a period of bereavement. Paid leave will therefore be provided to accommodate absences occurring only on regularly scheduled work days and will not be granted for any period during which the employee is already in a paid or unpaid leave status.
- B. In the event of death in the immediate family, a permanent employee-member shall qualify for funeral leave with pay for up to twenty-four (24) hours for participation in funeral services or arrangements.

- C. For the purpose of this section, "immediate family" is defined as: spouse, ex-spouse if minor children of the former marriage are involved and employee has visitation rights, child or stepchild, grandchild, parent, step parent, grandparent, brother, sister, parents or step parents of spouse, grandparents of spouse, and brother and sister of spouse.
- D. Funeral pay will be provided to accommodate absences occurring only on regularly scheduled work days at the employee's base rate of pay.
- E. In the event of the death of an employee's relative, who is other than that as described above as "immediate family," leave, with pay, of up to one (1) eight (8) hour work day may be taken for funeral purposes.
- F. Funeral leave will not be approved for absences not falling within seven (7) calendar days of the funeral.
- G. Eligibility is conditioned upon submission by the employee of a certificate as to the purpose and validity of leave usage.
- H. Leave requests, otherwise meeting conditions established herein, will be approved by the employee's supervisor and, if requested, the employee shall further submit proof of death and relationship.
- I. Use of funeral leave will not be charged against accumulated sick leave balances.
- J. In the event an employee should require additional time in excess of the allowances established herein, such leave time may be charged against vacation credits, with the approval of the supervisor.

ARTICLE 27 UNION BUSINESS

- A. Members of the Association acting in an official capacity will be permitted leave with pay to attend Association functions to include conventions, educational meetings or conferences, pension related meetings and normal operating functions of the Association. Notice of such request must be provided to the Shift Commander of the member requesting such leave, no later than 0900hrs of the day the Union Official would be utilizing Union Business Leave.
- B. Union Business Leave shall not exceed ten (10) twenty-four (24) hour tours of paid leave for each even numbered calendar year and five (5) twenty-four hour tours of paid leave for each odd numbered calendar year. Unused leave may be accrued from year to year.
- C. There shall be no more than two (2) employees off at any one time on Union Business Leave.

- D. Leave taken for union business purposes shall be deducted on an hour-for- hour basis from the total eligibility.
- E. In the event of a manpower shortage resulting from the utilization of Union Business Leave, overtime at the rate of time and one-half the regular class rate shall be paid to the employee replacing the union official. The minimum call in provisions shall not apply in such instances.
- F. Approval authority of Union Business Leave requests will rest with the Chief, Division of Fire.

ARTICLE 28 UNION LEAVE- PROFESSIONAL LEAVE

Professional leave with pay not to exceed a total of two (2) twenty-four (24) hour tours per calendar year will be granted to IAFF Local 20 for purposes of attendance by elected officials at training seminars or programs relating to medical, safety, or equipment development in the area of fire science or technology. Such leave may be cumulative to a maximum of four (4) twenty-four (24) hour tours. Costs related to travel, lodging, and registration fees will not be borne by the Municipality in such cases.

ARTICLE 29 MEDICAL INSURANCE

Section 1– Costs and Plan Designs

The City shall provide to full-time permanent employees, on either a single, single + 1, or family plan basis, a plan of health insurance that has been recommended by the joint health/benefits subcommittee. The current plan is described as a managed care, point of service plan. That plan will be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments subsequent plan years. The City and the employees shall share in the overall premium cost of the insurance plan in the following manner: The City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction.

Section 2 – Eligibility

- A. Original appointees to the class of Firefighter shall be eligible for coverage under the medical/hospital/surgical plan on the monthly billing date next following the employee’s completion of his/her first thirty (30) calendar days of employment.
- B. The Municipality will pay its portion of premiums for hospitalization, surgical-medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee’s accumulated sick leave.
- C. In those instances in which the Municipality employs both spouses of the family unit, the Municipality will be required to provide only one (1) family plan of coverage in accordance with the choice of the affected individuals. However, if these individuals fail to agree on the

designated spouse, the plan will be applied to the spouse whose birthday occurs first. An open enrollment period for such selections and designations shall be made available at least annually.

Section 3 — Health & Benefits Committee

- A. IAFF Local 20 agrees to participate in a Joint Insurance Committee and to adhere to Committee recommendations of cost-saving administration of benefits suggestions made by the committee.
- B. The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or reduce premium costs.
- C. The parties agree that the City may periodically change the insurance plan and/or the insurance carrier after discussions with representatives of the affected bargaining units.

ARTICLE 30 LIFE INSURANCE

- A. The Municipality will arrange for a policy of group life insurance for permanent, full-time employees who have completed six months' service with the Municipality.
- B. The amount of life insurance coverage shall be an amount equal to one times the employee's annual salary as provided in the Classification and Compensation Plan, but rounded to the next lower \$1,000 increment.
- C. If the employee's annual wage or salary increases, the amount of his/her insurance coverage shall be re-determined in accordance with Section B above on an annual basis.
- D. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.
- E. The Municipality will pay the total cost of the first ten thousand dollars (\$10,000) coverage which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary as shown in the Classification and Compensation Plan will be made available at a cost to the employee of fifteen cents (\$0.15) per month per thousand dollars' coverage.
- F. Permanent employees who retire on or after March 1, 1977 will be provided a cash death benefit not to exceed four thousand dollars (\$4,000). Said benefit shall, upon the demise of the retired employee, be payable to his or her surviving spouse or heir(s) at law should there be no surviving spouse.
- G. Permanent employees who retire between the dates of January 1, 1970 and March 1, 1977 will be provided a cash death benefit not to exceed two thousand dollars (\$2,000). Said benefit shall,

upon the demise of the retired employee, be payable to his or her surviving spouse or heir(s) at law should there be no surviving spouse.

- H. Permanent employees who retire between the dates of April 4, 1964 and January 1, 1970 will be provided a cash death benefit not to exceed one thousand dollars (\$1,000). Said benefit shall, upon the demise of the retired employee, be payable to his or her surviving spouse or heir(s) at law should there be no surviving spouse.

ARTICLE 31 SAFETY AND HEALTH

- A. The Municipality and the Union shall cooperate fully to maintain the highest standard of safety and health in the Fire Division in order to eliminate as much as possible accidents, deaths, injuries and illness in the Fire Division.
- B. Vehicular equipment deemed mechanically deficient will be promptly inspected by a Special Automotive Mechanic or certified mechanic and a written determination of serviceability will be made by the inspecting mechanic. A reserve unit may be utilized pending a decision of serviceability.
- C. All members shall comply with the same reporting of moving violations (vehicular) as is required under the Commercial Drivers License (CDL) Standards.
- D. The Municipality will provide, upon request by any member of the Division of Fire, an inoculation for prevention of Hepatitis, Type B, and annual flu shot.
- E. The City shall provide at no cost to the employee such medical tests as are reasonable and necessary with regard to documented job related exposure to infectious or hazardous agents to the extent such costs are not paid under Worker's Compensation. The results of such test shall be made available to the employee's physician.
- F. As long as the Municipality maintains a Hazardous Materials team, the City shall provide at no cost to the employees assigned as Hazardous Materials Team members all physical examinations in accordance with OSHA 29 CFR 1910.120, and NFPA 471, 472, & 473. This may be done in cooperation with the Butler County LEPC.

ARTICLE 32 LABOR-MANAGEMENT COMMITTEES

Section 1 - Labor-Management Committee

- A. In the interest of furthering harmonious relations and in recognizing the city-wide effort of the Team Hamilton Labor-Management program, an LMC worksite committee shall be established in accordance with the rules and procedures of the Team Hamilton steering and Action Committees. This Committee shall meet at least quarterly but may also meet more often if issues arise which require attention. Either management or labor may request a meeting of the worksite committee. Conduct, ethics quorums, ad-hoc committees, standing committees, etc. shall be

established at the worksite committee in accordance with rules and procedures set forth by The Team Hamilton Steering and Action Committees.

- B. Currently, representation for this committee consists of the Fire Chief, the Association president, the Association VP, all Deputy Chiefs, and the House Captains from all engine houses. However, it is recognized that this committee may adjust its representation as needed with the consensus of both management and labor. The Chief of the Division of Fire and the Association President, by virtue of their respective offices, shall be members of this committee.

Section 2 - Labor-Management Training Committee

- A. The Labor-Management Training Committee shall be a standing LMC within the Division of Fire. Currently, this committee consists of three representatives each from labor and management. However, it is recognized that this committee may adjust its representation as needed with the consensus of both management and labor. The Training Chief, by virtue of his/her office, shall be one of the members of this committee. This committee serves in an advisory capacity to the Training Chief and, ultimately, to the Division of Fire.
- B. Meeting of this committee shall be decided by mutual consent of the committee membership in accordance with the rules of conduct of Labor-Management Committees.

Section 3 - Labor-Management Apparatus and Equipment Committee

- A. The Labor-Management Apparatus and Equipment Committee shall be a standing LMC within the Division of Fire. Currently, this committee consists of three representatives each from labor and management. However, it is recognized that this committee may adjust its representation as needed with the consensus of both management and labor. The Operations Chief, by virtue of his/her office, shall be one of the members of this committee.
- B. This committee shall meet to study, specify and recommend Fire Department equipment and apparatus with the interest of providing the best possible equipment for the Division of Fire within its fiscal constraints.
- C. Meetings of this committee shall be decided by mutual consent of the committee membership in accordance with the rules of conduct of Labor-Management Committees.

Section 4 – Labor Management Health and Safety Committee

- A. The Labor-Management Health and Safety Committee shall be a standing LMC within the Division of Fire. The committee will consist of three (3) representatives from each labor and management. However, it is recognized that this committee may adjust its representation as needed with the consensus of both management and labor. The Fire Division's Health and Safety Officer, designated by the Fire Chief, shall be one member of this committee by virtue of his/her duties.

- B. Members assigned to this committee shall take the National Fire Academy's Health and Safety Officer Class, given through the Ohio Fire Academy. The cost of this training shall be borne by the Municipality and consideration given to committee members' shift coverage during training. Provided, the City shall not be required to pay the cost of training more than three (3) labor representatives annually.
- C. This committee shall meet to study, identify, evaluate, and recommend to the Fire Chief, policy and procedures that affect health and safety aspects for the Hamilton Fire Division. The committee will identify and analyze health and safety aspects that affect emergency responder safety in emergency and non-emergency situations. The committee will review SOPs, procedures, practices, Personal Protective Clothing (PPE), as well as review injury reports submitted by Fire Division members to make recommendations for changes necessary for the health and safety of Division members. This committee serves in an advisory capacity to the Fire Chief.
- D. Meetings of this committee shall be decided by mutual consent of the committee membership in accordance with the rules of conduct of Labor-Management Committees.

ARTICLE 33 FIREFIGHTER/FIRE MEDIC APPRENTICE PROGRAM

- A. The parties agree herein that, during the course of the term of this Agreement, the Firefighter/Fire Medic apprenticeship program (as approved by the Bureau of Apprenticeship Training, U. S. Department of Labor) will be adopted and implemented for purposes of training new firefighters in the development of journey level fire suppression and fire protection skills.
- B. Those members hired after November 5th, 2002 and not having a State of Ohio paramedic certification, shall be required to successfully complete a paramedic course of study and to acquire and maintain their State of Ohio paramedic certification for fifteen (15) consecutive years from the date of certification. Members not having a paramedic certification at the time of hire will be enrolled in a certified paramedic program, determined by the Fire Division, within three (3) years of hire, associated costs to be paid by the City of Hamilton.

Those members hired after November 5th, 2002 and possessing a current, valid, State of Ohio paramedic certification shall be required to maintain the certification for fifteen (15) consecutive years from their date of hire.

Failure to meet or comply with this provision will result in termination. Under no circumstance will this provision be applicable after the member's eighteenth (18th) year of employment within the Fire Division.

- C. All members of the bargaining unit shall be trained as pump drivers and aerial operator in accordance with the guidelines set forth in the Firefighter/Fire Medic Apprentice Program, provided that:
1. A new member who wishes to become certified prior to time frame in Apprentice Program may volunteer to do so; and
 2. No member shall drive Fire Division Apparatus on Emergency Alarms until he/she has been certified by the H.F.D.
 3. Any member who has been qualified by the H.F.D.'s Driver Certification program will not be used to fill in during general alarm response until he/she has served five (5) working days and driving on twenty (20) stills and/or EMS alarms.

ARTICLE 34 EDUCATIONAL ASSISTANCE PROGRAM

- A. The parties to this Agreement recognize the value of higher educational training and the benefits which accrue to both the individual and the Hamilton City Fire Division from such academic development.
- B. Accordingly, the City of Hamilton will provide tuition reimbursement to individual members of the Division of Fire who participate in university level courses during off-duty periods. The course/degree must be pre-approved by the Fire Chief and must be job related or related to the employee's current position or to future city development and promotion.
- C. Eligibility for reimbursement under this program shall be based upon the following conditions:
1. Program eligibility shall not apply to employees having less than one year of sworn service in the Hamilton City Division of Fire.
 2. Eligibility shall apply only to courses offered by a university level institution accredited by a state department of education.
 3. Reimbursement eligibility shall include the cost of course tuition and required textbooks only. Enrollment fees and other service charges shall be the responsibility of the employee. Textbooks necessary for the course of instruction shall remain the property of the employee.
 4. Academic courses proposed for reimbursement under this program shall be submitted to the Chief of Fire for approval prior to enrollment.
 5. Only those university level courses shall be considered for educational assistance.
 6. Reimbursement will not be made for any course of instruction for which the employee is already receiving tuition aid except under provisions of a student loan program.

7. Reimbursement of tuition and book costs shall be based upon student course performance in accordance with the following schedule.

Student Performance Reimbursement Eligibility

“A” letter grade or numerical equivalent	100%
“B” letter grade or numerical equivalent	95%
“C” letter grade or numerical equivalent	60%
Less than “C” letter grade or equivalent	0%

8. Course participation shall be during the employee’s off-duty hours. Participation in course study shall not be considered as hours worked nor shall there be compensation paid for travel time.
9. Upon completion of an eligible course, the employee shall submit to the Chief of Fire or his designated representative a copy of the course grade report, a receipt for necessary textbooks, and a billing statement issued by the university indicating the cost of the course instruction.

Reimbursement under provisions of the Educational Assistance Program will be made to the employee upon satisfactory completion of the above requirements.

ARTICLE 35 EXAMINATIONS, PROMOTIONS

- A. Vacancies within the promoted ranks shall be filled in accordance with O.R.C. § 124.45, except as provided herein below. The Municipality shall not be required to fill a vacancy when the City Manager has established just cause based upon a lack of funds, or reduction in equipment, or reduction in number of fire houses, or other significant reasons that would improve Fire Division services to the public; places the information into written form; and the distribution of copies of said information to the City Council, Civil Service Commission and the Association President.
- B. No Firefighter classed employee shall be eligible to take a promotional examination for the officer rank of Fire Lieutenant unless he/she has served a total of forty-eight (48) months in a lower non-officer classification from the most recent date of hire to the Hamilton Fire Department.

No firefighter classed employee shall be eligible to take a promotional examination for the rank of Firefighter-Life-Squad unless he/she has served a total of thirty-six (36) months in a lower non-promoted classification from the most recent date of hire to the Hamilton Fire Department.

- C. The names of examinee's shall be placed on eligibility lists for the promoted ranks in order of test grades providing the employee has achieved a minimum passing grade of 70% on the promotional examination.
- D. The employee having the highest grade shall be placed first on the list and so on.
- E. No credit for efficiency shall be added to test grades for promotional examinations through the rank of Deputy Chief.
- F. Protest Period: Notwithstanding O.R.C. 124.45, the Union and the City hereby establish certain basic conditions for a Protest Period following any promotional exam. The parties agree to petition the Civil Service Commission to establish procedures or methods to implement such basic conditions within the Rules and Regulations of the Commission.

The following basic conditions shall apply:

1. There shall be a defined period following promotional examination.
2. A protest right shall be defined by the Commission.
3. The mechanism shall be established to permit anonymous challenge to an examination question and/or proposed key answer.
4. No protest shall be permitted as to the appropriateness of, or selection of, reference or study material.
5. There shall be some list available to all competitors showing what questions have been contested by candidates.
6. There shall be a period, defined in calendar or workdays, following resolution of protests, when each candidate may review his/her examination paper only for the purpose of assuring that the test was mathematically graded properly.
7. The Commission's decision regarding protests is final.
8. The sole and exclusive remedy for challenge of any test question, issue, test eligibility, or test-related matter shall rest with the Civil Service Commission, and appeals there from by law, and no grievance may be filed in relation to such issues.

ARTICLE 36 PARAMEDIC RANK STRUCTURE

- A. A separate paramedic rank structure shall be created as follows:
 1. One Paramedic/EMS Coordinator at the same pay classification as Fire Captain.

2. Three Paramedic Supervisors at the same pay classification as Fire Lieutenant.
- B. Persons eligible for promotion to Paramedic Supervisor shall possess a current, valid certificate as Emergency Medical Technician-Paramedic, be currently serving in the classification of Firefighter-Life Squad and have completed one year of service in the permanent classification of Firefighter-Life Squad.
 - C. Persons eligible for promotion to the position of Paramedic Coordinator shall satisfy all the requirements for promotion to Paramedic Supervisor listed above and, in addition, must have served at least one year in the position of Paramedic Supervisor.
 - D. In the event that less than two individuals are eligible and willing to compete in the examination for the position of Paramedic Coordinator, those eligible for the examination shall be expanded to include the next lower rank of Firefighter-Life Squad.
 - E. Unless otherwise specified herein promotions shall be in accordance with ORC Section 124.45. Provided, however, that rank within the Life Squad (Firefighter-Life Squad, Paramedic Supervisor or Paramedic Coordinator) structure shall not create eligibility to compete in promotional examinations for higher rated fire suppression ranks of Fire Captain, Fire Deputy Chief or Fire Chief. Persons who are otherwise eligible shall be permitted to compete in the promotional examination for the fire suppression rank of Fire Lieutenant.
 - F. It is agreed that no credit for efficiency shall be added to test grades for the promotional positions of Paramedic Coordinator and Paramedic Supervisor. Any incumbent who fails to maintain the requisite EMT-P Certificate shall be returned to his/her former class or next previous position not requiring the EMT-P Certificate.

ARTICLE 37 TRANSFERS

Section 1 - Transfers

- A. Advance notice of three (3) calendar days will be provided to an employee who is to be permanently transferred to a new station. This provision does not affect the temporary movement of personnel to cover manpower shortages or an emergency transfer that may later become permanent.

ARTICLE 38 PERSONNEL ROSTER

The Office of the Chief of Fire will annually publish a roster of personnel assigned to the Division of Fire with employee list standing based upon length of service within the Division. This roster will be published for posting purposes in each station during the month of January each year.

ARTICLE 39 HAZARDOUS MATERIALS TEAM

Employees assigned to the Hamilton Hazardous Materials Team, including those assigned to Medic 1, will be required to respond to Hazardous Materials emergencies outside the city limits of Hamilton as prescribed by the Butler County Hazardous Materials Cooperative agreement between and among all jurisdictions included within this agreement. The Hazardous Materials Unit shall also respond to any hazardous materials emergency outside the above mentioned agreement if so ordered by the Chief of the Hamilton Fire Department. The City of Hamilton agrees that any funds generated from additional agreements or contracts will be used exclusively for Hazardous Materials Team equipment and training needs.

ARTICLE 40 SAVINGS CLAUSE

Should any provision of this policy be found to be in violation of any federal, state or applicable municipal law or Civil Service Rule, or order by a Court of competent jurisdiction, or federal or state administrative ruling, all other provisions shall remain in full force and effect for the duration of this policy.

ARTICLE 41 WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties as to the exercise of that right are set forth in this Agreement. Therefore, the Municipality and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 42 GRIEVANCE PROCEDURE

Section 1 - Definition, Steps

A. A grievance shall be defined as a dispute or question involving the interpretation of specific Articles contained within this Agreement. In such instances, the Municipality and the Association agree to cooperate in resolving grievance issues. Said issues shall be resolved in the following manner:

Step 1.

Whenever an employee believes he/she has a grievance, the matter shall be reduced to writing no later than ten calendar days from the date the employee became aware of the incident giving rise to the issue, and submitted to his/her Deputy Chief officer. The Deputy Chief shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance.

Step 2.

If the grievance is not resolved at the first step, then, within ten (10) calendar days after receipt of the decision of the Deputy Chief, the written grievance shall be referred to the Chief of Fire with a copy to the Labor Relations Administrator and to Civil Service. The employee shall state the specific reasons for dissatisfaction with the Step 1 response.

The Chief of Fire, or his designee, will conduct an inquiry into the matter of the grievance and submit a written response no later than fifteen (15) calendar days from receipt of the grievance at this step. In those instances wherein the grievance involves a question of worker safety, a response to such grievance will be made within seven (7) calendar days of receipt of the grievance.

Step 3.

If the grievance is not resolved at the second step, then, within ten (10) calendar days after receipt of the determination of the Chief of Fire, a written request may be filed to meet with the City Manager and Director of Public Safety (or his designee) for purposes of presenting the grievance at this level.

The City Manager and Director of Safety (or his designee) shall hold a hearing and issue his determination within twenty-five (25) calendar days of the grievance receipt.

Step 4.

A grievance which involves the misapplication or misinterpretation of this Agreement or which involves the disciplinary suspension, demotion, or dismissal of an employee which has been properly and timely processed through the above procedure may be appealed to arbitration by the Association or the Municipality within fifteen (15) calendar days of the receipt of the Step 3 determination by directing a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the other party. Copies of notices to the Municipality should be directed to the Office of the City Manager and copies of notices to the Association should be sent to the Association President or his/her designee. The arbitrator shall be selected from a panel of arbitrators furnished by AAA. Alternatively, the parties may mutually agree to an alternate service or arbitrator. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

Selection of binding arbitration in cases involving disciplinary suspension, demotion or dismissal, as set forth above, shall preclude and supersede any right of appeal by the Employee or the Association to Civil Service or to Court.

- B. A grievance not so appealed from the third step shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved employee, the Association and the Municipality unless the Association, within ten (10) calendar days after receipt of the determination of the City Manager, files and serves a written appeal to Arbitration.

- C. In the event that several arbitration cases are pending; they will be heard according to the following priorities: 1) discharge cases, 2) suspension cases, 3) demotion cases, 4) grievances involving back-pay issues and 5) the filing date of the grievance.

Section 2 - Arbitrator's Jurisdiction

- A. The arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he/she shall confine himself/herself to the issues for arbitration and shall have no authority to determine any other issue not so submitted which is not directly essential to reaching a determination on the dispute at hand.
- B. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the Agreement under which the grievance was initiated.
- C. In those issues wherein the grievant's relief sought involves back pay or lost wages covering a period of an employee's payroll separation due to suspension or discharge, the amount of the award shall be less any unemployment compensation or interim earnings received by the aggrieved employee. Second jobs or sources of income which the employee received while under employment will not be considered interim income and will not be deducted when awarding lost wages or back pay.
- D. The decision of the arbitrator shall be submitted in writing to the parties within thirty calendar days of the hearing's conclusion unless the deadline is mutually extended by the parties.
- E. The decision and award of the arbitrator shall be final and binding on the Association, its members, the aggrieved employee(s) and the Municipality.
- F. With respect to grievances involving misapplication or misinterpretation of this Agreement, the grievance and arbitration procedure contained in this Article shall be the sole and exclusive remedy available to employees, and the parties hereto as this procedure is intended to supersede all conflicting provisions of the Ohio Revised Code regarding any and all matters subject to the grievance procedures of this Contract or otherwise made subject to this Agreement. With respect to grievances involving disciplinary suspensions, demotions or dismissals, the election of remedies, as set forth above, shall be mutually exclusive. Choice of binding arbitration shall thereafter preclude appeal to Civil Service or to Court. Appeal to Civil Service shall preclude access to binding arbitration.
- G. With respect to cases of suspension, demotion and discharge, the arbitrator shall decide:
 - 1. Whether there was just cause for discipline or demotion.
 - 2. Whether the severity of the discipline was warranted considering:
 - a. the employee's length of employment,
 - b. the employee's past history,

- c. the nature and circumstances which caused the discipline,
- d. similar disciplinary actions taken in similar circumstances.

Section 3 - Fees and Expenses

Each party shall pay its own expenses as to record transcription costs and for the costs associated with producing its own witnesses. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 4 - Guidelines for Effective Processing

- A. All written grievances and responses shall be dated and signed by the appropriate Association or Municipal representative.
- B. In the event no appeal of a grievance is taken within the time limit specified herein, including any extensions to which the parties agree, the grievance shall be deemed resolved. Any grievance not answered by the Municipality within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced immediately to the next step. No grievance award shall be made to a person other than the specific individual(s) so entitled as eligible under appropriate section(s) of the Agreement. A grievance may be entered in or advanced to any step of the Grievance Procedure if the parties jointly agree to do so.

Section 5 - Civil Service and Appeal to the Court

If the Civil Service and Appeal to the Court means for final determination is selected as the sole and exclusive remedy for suspension, demotion and dismissal, all rights under this Article for Binding Arbitration are voided.

ARTICLE 43 DISCIPLINE

- 1. All disciplinary actions shall be in accordance with Departmental Rules and Regulations and Standard Operation Procedures.
- 2. In accordance with ORC 4117, the Chief of Fire, or in his absence his designee, shall be the only authority permitted to dispense disciplinary actions against members of the bargaining unit.
- 3. In the event the Fire Chief contemplates disciplining an employee at a level higher than a Verbal Reprimand, he shall give written notice of hearing within fifteen (15) calendar days after he has knowledge of the fact(s) which give rise to the disciplinary action, or, with reasonable diligence, should have acquired such knowledge.
- 4. Whenever a disciplinary hearing is scheduled with an employee, the Chief shall advise the employee of his/her right to have a representative from the Union present and shall permit the employee, upon the employee's request, to have said representative present. The

employee may request to reschedule, or postpone, the hearing for up to three days from the date originally scheduled.

5. Written notice of pre-disciplinary hearings, copies of all charges and statements to be used surrounding said charges shall be sent to the employee and a copy sent to the Union not less than five (5) days prior to the scheduled pre-disciplinary hearing.

Written notice of the disposition of disciplinary actions shall be sent to the employee and a copy sent to the Union not more than five (5) days following the scheduled hearing.

6. After twelve (12) months from the date of issue, any and all verbal or written reprimands shall not be considered in subsequent determination of appropriate disciplinary action so long as no repeat violations within the time frame listed occur. Such documents will be removed by the Municipality from all employees' personnel files, consistent with the Ohio Public Records law and the Hamilton Records Commission, upon the employee's written request.

After twenty-four (24) months from the date of issue, any and all suspensions or reductions in pay shall not be considered in subsequent determination of appropriate disciplinary action so long as no repeat violations within the time frame listed occur. Such documents will be removed by the Municipality from all employees' personnel files, consistent with the Ohio Public Records law and the Hamilton Records Commission, upon the employee's written request.

7. Any of the time lines set forth in this article may be extended by mutual agreement of the parties.

ARTICLE 44 NO STRIKE OR LOCKOUT

- A. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting) or any other interference with the work and statutory functions or obligations of the Municipality. The Municipality agrees that there will be no lockout.
- B. Neither the Association nor its officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing (except informational hand billing or leafleting), or any other interference with the work and statutory functions or obligations of the Municipality.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting), or other interference as stated above occur, the Association, within twenty-four (24) hours of a request by the Municipality, shall:
 1. Publicly disavow such action by the employees;

2. Advise the Municipality in writing that such action by employees has not been caused or sanctioned by the Association;
 3. Notify employees, including its local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately;
 4. Post notices on Association bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.
- D. Nothing contained herein shall preclude the Municipality from obtaining judicial restraint or any other legal remedies available to the Municipality under State law in the event of a violation of this Article.
- E. In order to prevent the disruption of the essential services provided by the Division of Fire, the parties hereto agree that if an impasse is reached during negotiations for a successor collective bargaining agreement, that said dispute(s) will be resolved by final and binding arbitration as provided in Chapter 4117 of the Ohio Revised Code or by a mutually agreed upon alternative dispute resolution procedure, provided that procedure culminates in final and binding arbitration.

ARTICLE 45 DURATION OF AGREEMENT

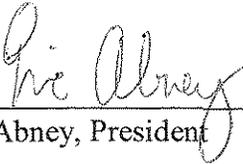
The provisions of this Agreement, except as otherwise herein provided, shall become effective as of the date of execution and shall terminate, supersede and replace the pre-existing agreement and shall remain in full force and effect until and including December 31, 2015 and for successive annual periods thereafter unless not more than ninety (90) and not less than sixty (60) days prior to the end of the original term or any annual period thereafter either party shall serve written notice upon the other of its interest to alter, modify or terminate the provisions of this Agreement. The party first filing a Notice to Negotiate with the State Employment Relations Board shall submit its proposal to the other party within twenty (20) calendar days of the filing of such notice.

SIGNATURE PAGE

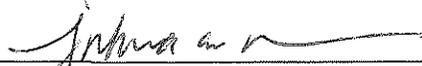
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 12th day of December, 2013.

**FOR: LOCAL 20
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:**

FOR: CITY OF HAMILTON, OHIO:



Eric Abney, President



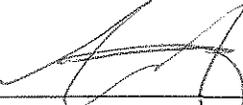
Joshua A. Smith, City Manager



Jamie Bechan, Vice President



Steven A. Dawson, Fire Chief



Jeff Roberts, Secretary and Treasurer



Letitia S. Block, Assistant Law Director

**SCHEDULE B-1
FIRE DIVISION
Effective December 12, 2013**

CLASSIFICATION			1	2	3	4	5	6	7	Apparatus Driver	Acting Apprts. Driver	
27	410	Firefighter	Hour (48)	\$18.30	\$19.30	\$20.27	\$21.28	\$22.08	\$22.88	\$23.65	\$24.12	\$23.89
			Hour (40)	\$21.96	\$23.16	\$24.33	\$25.54	\$26.50	\$27.46	\$28.38	\$28.95	\$28.66
			Annual	\$45,671	\$48,163	\$50,598	\$53,119	\$55,118	\$57,118	\$59,030	\$60,211	\$59,621
27-A	409	Firefighter	Hour (48)			\$21.68	\$22.84	\$24.03	\$25.28	\$26.04		
		Lifesquad	Annual			\$54,104	\$57,002	\$59,987	\$63,088	\$65,000		
30	411	Fire	Hour (48)				\$24.97	\$25.74	\$26.73	\$27.20		
		Lieutenant	Hour (40)				\$29.97	\$30.89	\$32.07	\$32.64		
			Annual				\$62,334	\$64,247	\$66,710	\$67,898		
30	414	Paramedic	Hour (48)				\$24.97	\$25.74	\$26.73	\$27.20		
		Supervisor	Annual				\$62,334	\$64,247	\$66,710	\$67,898		
32	412	Fire Captain	Hour (48)					\$29.68	\$30.67	\$31.27		
			Hour (40)					\$35.61	\$36.81	\$37.52		
			Annual					\$74,071	\$76,563	\$78,041		
32	413	Paramedic	Hour (40)					\$35.61	\$36.81	\$37.52		
		Coordinator	Annual					\$74,071	\$76,563	\$78,041		

LONGEVITY						
	Yrs. Continuous Service	Percent of Maximum Firefighter Salary		PER HOUR - 40 HR.	PER HOUR - 48 HR.	
2080	40 Hour Wk	5 - 7	2%	\$1,180.60	\$0.57	\$0.47
2496	48 Hour Wk	8 - 11	4%	\$2,361.21	\$1.14	\$0.95
		12 - 15	6%	\$3,541.81	\$1.70	\$1.42
		16 - 19	8%	\$4,722.42	\$2.27	\$1.89
		20+	10%	\$5,903.02	\$2.84	\$2.36

**SCHEDULE B-1A
FIRE DEPUTY CHIEFS
Effective December 12, 2013**

RANGE	CODE	CLASSIFICATION	1	2	3	4	5	6	7
36	8060	Deputy Chief					\$34.13	\$35.28	\$35.96
		Hour (48)					\$40.95	\$42.33	\$43.15
		Hour (40)					\$85,182	\$88,047	\$89,747
		Annual							

DOLLAR AMOUNTS OF ANNUAL LONGEVITY FIRE OFFICERS HIRED BEFORE 1-1-96 BASED ON TOP FIREFIGHTER PAY			
		\$59,030.21	
BRACKET		PERCENT	AMOUNT
5 - 7	Years	2%	\$1,180.60
8 - 11	Years	4%	\$2,361.21
12 - 15	Years	6%	\$3,541.81
16 - 19	Years	8%	\$4,722.42
20+	Years	10%	\$5,903.02

2080 40 Hour Wk
2496 48 Hour Wk