



AGREEMENT

BETWEEN

THE CITY OF HAMILTON, OHIO

AND

LOCAL 20

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
(AFL-CIO)

Effective

January 1, 2022 - December 31, 2024

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STATEMENT OF POLICY

This Statement of Policy dated this 6th day of January 2022, 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. The Municipality will deduct dues payments from the first two pays of each month for any member who provides a written authorization for dues deductions. Dues shall be remitted to the Union by direct deposit within three (3) business days of the date employees' paychecks are direct deposited.
- B. It is expressly understood that for any period of time that fair share fees are held to be unlawful, that any provisions related to the collection and payment thereof in paragraphs B through E of this article shall have no force or effect. 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.

- C. The Association shall have a cause of action against any nonpaying nonmember employee for payment of said Fair Share Fee.
- D. 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.
- E. 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.
- F. 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.

- 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 two (2) 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 WORKDAY

- A. In accordance with existing provisions of the City Charter, the normal workday 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.
- C. Work performed outside of the normal workday shall be compensated at time-and-one-half the non-exempt class rate, consistent with the employee's average work week schedule.

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 shall be designated as "flexible hours employees."

Such scheduling arrangement shall be with the provision that the Fire Prevention Office be staffed at least by one person, Monday through Friday.

- C. The average workweek for members working as a Trainee will be determined by the schedule of the course in which they are enrolled. Trainees will be required to attend all training time as scheduled by the institution in which they are enrolled.

ARTICLE 9 FLSA CYCLE AND KELLY DAY/SHIFT

- A. In compliance with Section 7 (K) of the Fair Labor Standards Act, the Municipality hereby establishes a twenty-one (21) day work period or cycle. Hours of work which exceed one hundred fifty-nine (159) hours in any twenty-one (21) 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. The twenty-one (21) day cycle shall begin at the start of the shift on each Sunday that A Shift is scheduled to work
- B. An FLSA cycle that begins in December and ends in January of the following year shall be considered the same FLSA cycle, and each member working a 24-hour schedule shall be entitled to one Kelly Day in that cycle.
- C. The Municipality shall reduce the average work week of the employee whose normal work

day is a 24-hour tour of duty.

- D. 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 twenty-one (21) day FLSA cycle and in accordance further with the exercise of employee seniority as stipulated in this Article.
- E. 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. Those selected Kelly Days will commence on the first A Shift Sunday of the calendar year and shall carry over through the end of the last cycle that begins in December of the calendar year.
- F. Kelly Days will be chosen annually by Fire Division seniority, as outlined below:
 - 1. For the purpose of Kelly Day selection only, a Captain and the 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. Only one (1) Captain per shift can be off on a Kelly Day. Only one (1) Lieutenant per shift can be off on a Kelly Day.
 - 4. As an example: thirty (30) members assigned per shift will create two (2) days of the week in which five (5) members will be permitted off on a Kelly Day. The remaining days of the week will have four (4) members off on a Kelly day. If shift strengths rise above thirty (30) per shift, then additional five (5) member Kelly days will be necessary. Each additional member per shift will require a four (4) member Kelly day to become a five (5) member Kelly day.
 - 5. Kelly Days will be chosen by seniority from date of hire.

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.
- G. Kelly Days are not cumulative nor carried over from year to year.
- H. 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.
- I. 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.
- J. 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).

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

1. A vacated slot will be held until a new member is promoted or transferred to the shift. If there is a delay in filling the spot due to a promotional process or other reason, the slot will be opened 72 hours before the beginning of the FLSA cycle to allow members the opportunity to move a vacation day into the slot.
2. Once all promotions and transfers are completed and the shift assignments are made, the slot will be available by bid as described in Article 9 (F), except that no member may be bumped from his or her existing slot due to seniority.
3. In no case will an employee have more than one (1) Kelly Day in each cycle.

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

L. A member permanently reassigned to a new shift may select any Kelly Day during the first FLSA Cycle.

M. There is no money due for Kelly Days upon separation from employment.

N. 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.
- D. Effective at the beginning of the pay period that includes January 1, 2022, a 3% (three percent) percent general wage adjustment increase shall be applied to all bargaining unit classifications.
- E. Effective at the beginning of the pay period that includes January 1, 2023, a 3% (three percent) general wage adjustment increase shall be applied to all bargaining unit classifications.
- F. Effective at the beginning of the pay period that includes January 1, 2024, a 3% (three percent) general wage adjustment increase shall be applied to all bargaining unit classifications.

ARTICLE 12 PREFERENTIAL SUPPLEMENTAL PAY

Section 1 - Emergency Medical Technician - Paramedic

- A. Employees who 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 eight hundred dollars (\$800.00) annually.

Payment of preferential pay shall be made by the Municipality to all eligible employees certified as EMT-P.

- B. Payment of preferential pay shall be made by the Municipality to eligible employees on or before the final pay in January of the year following certification.

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. Employees appointed to and holding the class of Fire Captain who are assigned as "S.C.B.A. Captain" shall, in accordance with ORC § 124.47 (Special Positions for Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.
- C. Payment of annual bonus shall be paid by the Municipality to above-mentioned employees on or before the final pay in January of the year following certification.

- D. Said employees shall not be required to spend more than two (2) hours per workday on S.C.B.A. repairs and/or testing.
- E. Annually, there shall be no less than six (6) employees eligible for the above-mentioned preferential pay, excluding the designated captain.
- F. 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 - 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 Technician
- Hazardous Materials Technician

- B. Payment shall be made as a flat amount on an annual basis on or before the final pay in January of the year following certification.

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 or 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.
- G. Employees appointed to and holding the class of Fire Captain who are assigned as “Water Rescue Captain” shall, in accordance with ORC § 124.47 (Special Positions for Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.
- H. Employees appointed to and holding the class of Fire Captain who are assigned as “HazMat Captain” shall, in accordance with ORC § 124.47 (Special Positions for Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.

Section 4 – Structural Fire Fighting Protective Clothing Inspectors

- A. Structural Fire Fighting Protective Clothing Inspectors, in accordance with O.R.C. § 124.47 (Special Positions for Firemen), shall be eligible for a five-hundred-dollar (\$500.00) bonus annually.
- B. Employees appointed to and holding the class of Fire Captain who are assigned as “Structural Fire Fighting Protective Clothing Captain” shall, in accordance with ORC § 124.47 (Special Positions for Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.
- C. Annually, there shall be no less than six (6) employees eligible for the above-mentioned preferential pay, excluding the designated captain
- D. Initial training and continuing educational requirements concerning protective clothing inspecting shall be provided to said employees in accordance with the manufacturer’s recommendations.
- E. Payment of annual bonus shall be paid by the Municipality to above-mentioned employees on or before the final pay in January of the year following certification.

Section 5 - Additional Captain preferential pay

- A. Employees appointed to and holding the class of Fire Captain who are assigned as “EMS Captain” shall, in accordance with ORC § 124.47 (Special Positions for Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.
- B. Employees appointed to and holding the class of Fire Captain who are assigned as “Hose Inspection Captain” shall, in accordance with ORC § 124.47 (Special Positions for

Firemen) shall be eligible for preferential pay in the amount of five-hundred dollars (\$500.00) per year.

- C. Payment of annual bonus shall be paid by the Municipality to above-mentioned employees on or before the final pay in January of the year following certification.

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. Initial wages and merit increases will be based on the following intervals

1. New employees who are not certified as Firefighter II and Paramedic shall start at “Firefighter Trainee” step (currently Step 1) and shall serve a 1-year probationary period. No employee shall advance beyond “Firefighter Trainee” pay grade until he or she has earned certification as both Firefighter II and EMT.
2. Members hired or having earned certification as Firefighter and EMT shall be placed in “Firefighter EMT” step, currently Step 2. No employee shall advance beyond “Firefighter EMT” pay grade until he or she has earned certification as Paramedic, at which point the employee shall be placed in the appropriate FFPM pay range consistent with the length of service from the most recent date of hire.
3. The probationary period of a newly appointed firefighter shall be extended by the number of days spent in initial firefighter and EMT training; is off duty due to sick leave, injury leave, or other form of leave; or is on a light duty assignment.
4. New employees who are certified as both Firefighter II and Paramedic shall serve a 1-year probationary period and shall earn merit increases on the following schedule:

Time of Service	Old pay range	New pay range
Date of hire through 1 year	Step 3	FFPM Step 1
1 year through 2 years	Step 4	FFPM Step 2
2 years through 3 years	Step 5	FFPM Step 3
3 years through 4 years	Step 6	FFPM Step 4
After 4 years	Step 7	FFPM Step 5

5. The Municipality may, at the discretion of the Chief of Fire, offer a starting pay above FFPM Step 1 based on qualifications and experience of the candidate.

- C. Merit adjustment consideration for the classes of Fire Lieutenant, Fire Captain, and Deputy Chief 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

- A. 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	7%
16 through 19 years	9%
20 years and over	11%

- B. 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.
- C. 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.

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. These provisions do not apply to newly hired personnel as referenced in Article 15, Section I
- 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.

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

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; two (2) approved flame resistant hoods
- one (1) set hearing protection; one (1) fit tested SCBA facepiece
- 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.
- I. The following articles of uniform apparel will be provided by the Municipality to newly employed Firefighter classed employees in lieu of the clothing allowance otherwise established for the first year of employment.

The minimum articles shall be defined as:

Six (6) Class C uniform t-shirts; two (2) pair Class C uniform pants; one (1) work jacket; one (1) Class C 1-3/4 in uniform belt; two (2) Class C uniform (gray) shirts, two (2) Class C uniform polo shirts.

- J. Newly employed Firefighter classed employees will receive a one-hundred-dollar (\$100.00) one (1) time Class C uniform shoe allowance.

ARTICLE 16 ACTING OFFICERS

- A. Temporary employee assignments on an acting pay basis to the ranks of 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. A Fire Lieutenant may be assigned to fill the role of Paramedic Supervisor without eligibility for acting pay. Acting pay for firefighters filling Fire Lieutenant positions, when assigned to the Lifesquad/Ambulance, shall be paid at the wage rate as described in **ARTICLE 36 PARAMEDIC RANK STRUCTURE (C)**.

All vacant line officer positions shall be filled in accordance with **ARTICLE 16 ACTING OFFICERS** in a way that preserves pay and benefits for members while providing efficiency in assignments and line operations. An acting officer shall not necessarily be assigned to the same location as the officer whom he or she is replacing.

- 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. Members assigned on an acting basis in the rank of Paramedic Supervisor, Lieutenant, Captain, or Deputy Chief will be paid in the first step of the rank in which they are acting.
- 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 four (4) 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 an officer's vacancy occurs either by schedule or call-in and there is an officer filling a firefighter's position, the officer will be moved to the vacant officer's position and a firefighter will be called from the firefighter's overtime list. A call-in from the firefighter's overtime list will also be utilized if an officer filling a firefighter's position calls in sick. 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. Notification of the need for overtime will be done by means of an electronic system maintained by the Municipality. Any overtime opportunity where no member has accepted the overtime through the notification process stated above, will be considered mandatory overtime and the first employee, who is not completing a forty-eight (48) hour shift due to working a trade or overtime, 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.

- If a member is contacted, he or she cannot refuse the mandated overtime.
- If he or she has been mandated and has worked mandatory overtime within the past four weeks, he or she can ask the shift commander to continue to call through the list and mandate the next person he contacts.
- If the shift commander will continue to call through the list and he will mandate the next eligible member he contacts.
- If the shift commander cannot mandate anyone else, the original member will have to work the overtime.
- If the member mandated to work can arrange for someone else in the appropriate classification to work the overtime, both members can arrange that with the shift commander.

E. Both IAFF and the chief agree that members assigned to 24-hour shifts are subject to potentially long hours and strenuous work. In the interest of safety, the following guidelines will address work hours limitations for line fire duty.

- Members will not be permitted to work more than 52 hours consecutively
- Members will not be permitted to work more than 72 hours in any four consecutive days, excluding early relief and shift holdover.
- Members shall not be mandated to work if doing so would cause them to work hours on more than three out of four consecutive shifts.
- Training hours shall not be counted in the work hours limitations.

F. Members shall maintain a phone contact number to be used for notification and calls.

G. The shift commander shall be responsible for notification and administration of overtime call in procedures. The shift commander may delegate this duty or he may contact the fire chief or chief's designee to perform the duty if necessary due to unusual circumstances.

H. The shift commander shall use the following procedures when filling known overtime needs for the following shift:

- a. Structural overtime:
 - i. When the roster for the following tour is completed, evaluate the need

for structural overtime on the next tour.

Example: A Shift will request coverage for structural overtime for the following A Shift and the B Shift commander will award the overtime for the following A Shift.

1. Send the overtime notification for the next shift by 1600 hours, if possible
 2. State the times that must be covered in 12-hour increments unless shorter times are necessary
 3. 0800-2000 is the first shift, 2000-0800 is the second shift
 4. Other needs such as UBL or coverage for training or other leave shall be announced based on the actual duration
 5. The notification will remain active from the time it is posted until 1600 hours on the following calendar day to allow members to contact the shift commander regarding their availability to work the stated overtime
 6. If there is not adequate response by the electronic system to fill the overtime needs when the timeline on the notification has expired, the shift commander shall make an electronic notification to both of the overtime groups as describe in Section 1H(e) of this article. That notification will allow 2 additional hours for the original group to respond and one subsequent hour for a member in either group to respond. During that final hour, overtime will be filled an a first come, first served basis.
- ii. If no members have accepted the structural overtime after the two electronic notifications, the shift commander will follow the procedures to mandate a member to work the overtime.
 - iii. Members shall respond stating the shifts for which they want to be considered (first, second, or both) as well as any other necessary coverage
 - iv. As close to but not before 1600hours as is practical, the shift commander shall review all text and personal replies received and then award the overtime based on the lowest overtime accumulation on the list
 - v. Members who wish to work both shifts (24 hours) who are not awarded both due to another member's request, shall not be charged for turning down that half of the tour. Likewise, members not wishing to work a shorter duration shall not be charged for refusal of those shifts.
 - vi. All members shall be charged for the hours worked and the time added to their overtime accumulation
 - vii. The shift commander shall notify the members who are awarded the overtime
 - viii. Members who are awarded the overtime shall confirm the message with the shift commander

- b. Overtime due to sick leave call off prior to 0600.
 - i. Shift commanders shall use the following procedure when a member calls off sick prior to 0600 for the following shift which creates overtime.
 - ii. When a member calls in sick for the following shift prior to 0600, the above procedure will be followed except that the time the opportunity is left open shall be determined by the shift commander based on the time of day. This time period will be communicated when the overtime notification is made.
 - iii. The time period shall not be less than one (1) hour.
 - iv. Prior to making the notification for the overtime, the shift commander will contact any members who requested overtime on the previous shift and give those members the opportunity to increase their assignment to cover the time.
 - v. No additional charges will be made to any member who accepted a shorter assignment and does not wish to increase it.

- c. Overtime due to sick leave call off between 0600 and 0800
 - i. The shift commander will send out an overtime notification
 - ii. If there is not adequate response by the electronic system to fill the overtime needs, the shift commander shall make an electronic notification to the other overtime group as describe in Section 1H(e) of this article.
 - iii. The time the opportunity to respond is left open shall be determined by the shift commander based on the time of day. That time period will be communicated when the notification is sent.
 - iv. The previous provisions regarding members who have already accepted overtime shall be followed

- d. Overtime due to call-off during the shift which results in units out of service
 - i. This shall be treated as emergency call-in
 - ii. The shift commander shall make the overtime notification and call through the overtime list. The first member to respond or with whom contact is made shall not be charged for the overtime hours

- e. Overtime notification with no response

If no member has accepted the overtime once the time given to respond has expired, the shift commander shall make an electronic notification to the other overtime group as describe in Section 1H(e) of this article. The overtime will be considered mandatory overtime and the first employee, who is not completing a forty-eight (48) hour shift due to working a trade or overtime, 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.

If no member has accepted the structural overtime as described in Section 1H(a) of this article, the shift commander will offer the overtime to members on the other list on a voluntary basis. Example: the officer overtime will be offered to the firefighter list and firefighter overtime will be offered to the officer list. If

no member from the other group accepts the overtime by 2100 hours, the shift commander will mandate a member from the original group to work the overtime.

If no member has accepted the overtime due to sick leave call-off as described in Section 1H(b) or (c) of this article, the shift commander will offer the overtime to members on the other list on a voluntary basis. Example: the officer overtime will be offered to the firefighter list and firefighter overtime will be offered to the officer list. If no member from the other group accepts the overtime by the timeline set by the shift commander, consistent with the existing terms of this article, the shift commander will mandate a member from the original group to work the overtime.

- I. 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.
- J. 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.

- K. 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.
- L. Overtime hours worked in a continuing training requirement will not be charged to the employee's accumulation.
- M. 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.

- N. Overtime records shall be available to the members of the bargaining unit on a daily basis; shift commanders shall respond to overtime questions.
- O. 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. When the shift commander feels there is need for emergency overtime due to units committed to operations and that he or she cannot manage the emergency call-in procedure, he or she will contact the fire chief or acting chief. The fire chief or acting chief will determine if call-in is necessary and take the necessary steps to fill the staffing needs.

- C. 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. 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. Members may convert any portion of accumulated hours in the compensatory bank to pay at any 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 but compensatory time shall not create overtime. Provided, a member may request compensatory time off on the day of the shift worked if it will not cause overtime or staffing issues for that shift at the time of the request.

- E. Determination of creating overtime shall be based on the projected staffing seventy-one (71) hours prior to the beginning of the shift of the requested leave.

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 personal leave)
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Thanksgiving Day	New Year’s Eve Day
Friday after Thanksgiving	

- 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(G))
- 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

Less than one (1) year

Vacation Leave Allowance

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

Less than one (1) year
 One (1) year but less than eight (8) years
 Eight (8) years but less than sixteen (16) years
 Sixteen (16) years
 Seventeen (17) years
 Eighteen (18) years
 Nineteen (19) years
 Twenty (20) years
 Twenty-one (21) years
 Twenty-two (22) years
 Twenty-three (23) years
 Twenty-four (24) years
 Twenty-five (25) years
 Twenty-six (26) years or more

Vacation Leave Allowance

None
 Ten (10) work days
 Fifteen (15) work days
 Twenty (20) work days
 Twenty-one (21) work days
 Twenty-two (22) work days
 Twenty-three (23) work days
 Twenty-four (24) work days
 Twenty-five (25) work days
 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 be the calendar year.
- C. Accrued vacation hours not taken by the end of the 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.
 - 1. On an annual basis, prior to the draw, the total number of days/tours necessary per shift shall be determined as well as the total number of Kelly Day slots per calendar day(s) based upon shift strength.
 - 2. Total vacation days per member and shift total shall be calculated and added to the Kelly Day total.
 - 3. These two figures shall be totaled to establish a sum of the "total slots required" per shift, per year.

4. Utilizing a six (6) member off per day target, total shift days/tours worked by each respective shift will be multiplied by six (6) to give the base of the total number of six (6) member off days/tours.
 5. The difference between the total Vacation and Kelly Day sum and the “six member days” will establish the total number of “seven (7) members off days” per year/shift.
 6. The seven (7) member off days shall be selected by seniority throughout the vacation selection process until the allotted number of days have been exhausted in the vacation draw. At that time, all remaining vacation days shall be limited to six (6) members off per day.
- B. The vacation drawings shall be according to seniority within all ranks of the Division of Fire.
 - C. After vacation drawing is complete, members of the Division of Fire shall only be able to change a vacation day twice (2x).

Section 3 – Vacation Buy Back

- A. Forty-eight (48) hour personnel shall have the option to convert two (2) Twenty-Four (24) hour vacation tours to vacation bank time. Vacation bank time may be used in twenty-four (24) hour increments. Unused vacation bank time will be paid on an hour-for-hour basis as the conclusion of the calendar year at straight-time wages. Vacation day compensation is at employee’s current hourly rate (in accordance with Appendix A). A banked day is available to be placed by the member in an open vacation day by seniority. Once a bank day is placed back on the calendar by the member, it cannot be vacated or moved back to the bank. Buy back is available to personnel on scheduled vacation day by seniority.
- B. Vacation days may be moved to the vacation bank only from days with seven (7) or six (6) members scheduled off for that day. No day can fall below five (5) members scheduled off.
- C. Vacation bank days can only be moved into days with five (5) or fewer members scheduled off. No additional days can be created with seven (7) members off.

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. Both IAFF and the chief agree that members assigned to 24-hour shifts are subject to potentially long hours and strenuous work. In the interest of safety, the following guidelines will address work hours limitations for line fire duty.
- Members will not be permitted to work more than 52 hours consecutively
 - Members will not be permitted to work more than 72 hours in any four consecutive days, excluding early relief and shift holdover.
 - Members shall not be mandated to work if doing so would cause them to work hours on more than three out of four consecutive shifts.
 - Training hours shall not be counted in the work hours limitations.

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.
- 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, and at the request of the member to whom the trade is owed, 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 or 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. A member owed a trade has the right to waive the trade repayment.
- E. An employee on sick or injury leave shall receive extensions of trade repayment time until he or 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.

F. IAFF, Local 20 agrees that the Municipality will not incur additional cost due to employee trades unless 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.

G. 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.

H. Members who are assigned in to acting position while on trades, regardless of the rank of the employee with whom he or she traded, shall be eligible for acting pay.

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
2. Deputy Chiefs may trade with Captains or Deputy Chiefs on other shifts; however, during the trade only one Deputy Chief may be working, and he must be assigned as the shift commander.

B. If a firefighter or officer becomes ill while on a trade or within 72 hours of a trade which has been submitted and approved, the following shall apply:

1. If a member is ill and cannot report for work or must leave work while on a trade, the member will owe the Fire Division the amount of time that he or she was off duty during the trade, referred to as "Sick on Trade."
2. If the Sick on Trade time did not create overtime, the member will pay back the time with accrued sick leave. The use of sick time will be counted as a sick leave occurrence and will count against attendance incentives. If the member has comp time available, that time may be used in place of sick leave at his or her discretion and will not count against attendance incentives.
3. No member may use more than 48 hours or two occurrences of sick leave to pay back trades in any 12-month period. All additional time shall be paid back as Sick on Trade.

Example:

- Member calls in Sick on Trade 24 hours

No overtime is incurred	Uses 24 hours comp time, not counted as a sick leave occurrence
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No overtime is incurred	Uses 24 hours of sick leave, counts as one sick leave occurrence
Overtime is necessary to backfill	Member owes city the amount of Sick on Trade time he or she was absent

4. If the sick leave created overtime, the member will be placed on the Sick on Trade list 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.
5. The firefighter or officer shall provide a statement of six (6) dates within the first sixty (60) days immediately following the incidence of Sick on Trade on which the Fire Division may require the payback of the time. If there is no opportunity to pay back the time, the member will provide 6 (six) additional dates within the following sixty days.
6. When scheduled overtime is known, the members who owe Sick on Trade time shall be contacted in this order:
 - Members on the Sick on Trade list who have stated they are available for that day
 - Members on the Sick on Trade list who have not stated they are available for that day
 - Members on the regular overtime list
7. The member may be requested to pay back the time even if there is no overtime necessary for that day.
8. The firefighter or officer shall be allowed two opportunities to decline to pay back the time owed. If he or she declines the third time, he or she will be docked that amount of time. Charges for declining to pay back time shall be consistent with Article 17, Section 1(F).
9. A firefighter or officer who has been on the Sick on Trade list for greater than one hundred twenty (120) days and who has declined the opportunity to pay back the time shall not be eligible to be off duty due to trades.

Example:

- Member owes 24 hours Sick on Trade
- Member provides six dates to be available March 1, March 4, March 7, March 10, March 13, March 16

March 1	No overtime necessary	No charge	
March 4	12 hours OT needed	Member accepts and works	Time owed reduced to 12 hours, no charge for refusing remaining hours
March 7	12 hours OT needed	Member declines	Charged for one refusal
March 10	12 hours OT needed	Member accepts and works	All time owed is paid back

- C. An employee who becomes sick or injured 72 hours or more before the scheduled start time of a trade will not be permitted to trade. That employee is responsible for cancelling the trade with the originally scheduled member. A member who becomes sick or injured within 72 hours of the scheduled trade will be permitted to trade and, if necessary, be placed on the Sick on Trade list.
- 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. This advance notification shall be by electronic means such as the trade application or scheduling software provided by the Municipality. When notification cannot be made as stated above, each member involved in the trade shall notify the on-duty shift commander prior to the trade so that appropriate changes can be made in the lineup.
- F. Approvals – The shift commander shall review and approve trades on the shift no more than 72 hours prior to the requested trade.

ARTICLE 22 ATTENDANCE INCENTIVE

- A. Each permanent, full-time employee shall be awarded an annual attendance incentive as follows:
 1. Perfect attendance January 1st through April 30th – Four (4) hrs overtime pay.
 2. Perfect attendance May 1st through August 31st – Four (4) hrs overtime pay
 3. Perfect attendance September 1st through December 31st – Four (4) hrs overtime pay.

Each bargaining unit member with perfect attendance the entire year from January 1st through December 31st shall receive an additional twelve (12) hours overtime pay. Overtime pay for this incentive will occur the pay period following April 30th, August 31st, and December 31st.

- B. 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; Leave due to duty-related injury for which the employee does or does not receive Worker’s Compensation benefits; 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.
- C. 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; Separation from employment.

- D. The provisions of this policy shall not alter existing practices relative to sick leave eligibility or charging of sick leave.

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.

- E. Members may elect to receive comp time in lieu of pay for this benefit by notifying the secretary the week prior to the end of the attendance period of April 30, August 31, and December 31.

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 workdays 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. Members, regardless of work schedule shall be permitted to use up to twenty-four (24) hours of sick leave for family member illness without a physician's excuse.
- D. Members working a forty (40) hour work week shall be permitted to use up to eighty (80) hours of sick leave for an FMLA certified absence related to a family member. This eighty

(80) hours shall be inclusive of the twenty-four (24) hours in Paragraph C above. Members working a forty-eight (48) hour work week shall be permitted to use up to ninety- six (96) hours of sick leave for an FMLA certified absence related to a family member. This ninety-six (96) hours shall be inclusive of the twenty-four (24) hours in Paragraph C above.

- 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 May 1, 1994 shall be eligible to receive a cash payment based upon seventy-five percent (75%) of the value of 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 total value of accumulated sick leave, which for the purposes of the benefit in this sentence only, sick leave accumulation shall be unlimited and not subject to the maximum accumulation provisions in this Section 3 of Article 23.
- 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. Monies 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.

Sworn member of the Fire Division shall not be entitled to any merit increase during and for the period of disability, either partial or entire, during which he or she is paid his salary. This section shall not be applied to any employee with an approved worker's compensations claim who has as their physician of record any physician that is currently listed as a preferred provider on the Workplace Injury Labor Management Approved Provider Committee (WILMAPC) listing.

- F. 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 – Spousal and Dependent Benefits

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 workdays 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, foster child, or stepchild, grandchild, parent, stepparent, grandparent, brother, sister, parents or stepparents 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 workdays 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 workday 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 (24) 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, an LMC worksite committee shall be established in accordance. 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.

- B. Currently, representation for this committee consists of the Fire Chief, the Association president or designee, the Association VP or designee, 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 Captain, by virtue of his/her office, shall be one of the members of this committee. This committee serves in an advisory capacity to the Operations Chief and, ultimately, to the Fire Chief.
- 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 or a mutually acceptable

equivalent. 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 TRAINING PROGRAM

- A. The parties agree herein that, during the course of the term of this Agreement, all probationary members of the bargaining unit shall successfully complete a one-year internal training and orientation program.
- B. Those members hired 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 the duration of their employment. Members not having a paramedic certification at the time of hire will be enrolled in a certified paramedic program, determined by the Fire Division, at the earliest opportunity after completing the probationary period, and within three (3) years of hire, associated costs to be paid by the City of Hamilton.

All current and future bargaining unit members possessing a current, valid, State of Ohio paramedic certification shall be required to maintain the certification for the duration of their employment.

Failure to meet or comply with this provision will result in termination.

Those members certified as EMT-P shall be eligible for up to twenty-four (24) hours of off-duty training compensated at the employee's current overtime rate per calendar year. Those members certified as EMT-B shall be eligible for up to Twelve (12) hours of off-duty training compensated at the employee's current overtime rate per calendar year.

All such training shall be provided by or approved by Municipality prior to attendance.

- C. Municipality may recover costs for tuition, books, and necessary associated fees from an employee who resigns within three (3) years of earning certification at the cost of Municipality. Repayment for costs shall be at the following rates.

1. Employee resigns within one year or less after certification or during the training period: 100% of all costs, excluding wages, shall be repaid by the departing employee
 2. Employee resigns more than one year but less than two years after certification; 75% of all costs, excluding wages, shall be repaid by the departing employee
 3. Employee resigns more than two years but less than three years after certification; 50% of all costs, excluding wages, shall be repaid by the departing employee
- D. All members of the bargaining unit shall be trained as pump drivers and aerial operator in accordance with the guidelines set forth in the Hamilton Fire Division training program provided that:
1. A new member who wishes to become certified prior to time frame in the training 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. In accordance with ORC 124.45, 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, not including the person's probationary period, in a lower non-officer classification from the most recent date of hire to the Hamilton Fire Department.

No employee shall be eligible to take a promotional examination for the rank of Firefighter-Life-Squad as of January 2019, and the promoted rank shall be thereafter eliminated through attrition.

- 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.
- G. Effective following the execution of this agreement in 2019, the Municipality will create an Assistant Fire Chief position, which shall not be a bargaining unit position. The position will be filled as a promotional opportunity for eligible bargaining unit employees. Effective upon the filling of the position of Assistant Chief Position, the rank of Deputy Chief within

the bargaining unit will be reduced by one (1) position through attrition. The parties agree that this is not intended to affect the deemed certified status of the bargaining unit.

H. Arson Investigator

1. Fire Division arson investigators who possess police powers shall receive pay equal to Fire Lieutenant.
2. Fire Division arson investigators who possess police powers shall receive his/her weapon and personal protection as do police officers under HPD policies.
3. To be eligible for preferential pay, employee must graduate from a certified police academy.
4. 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 Human Resources Department.

I. Apparatus Driver

1. 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 Human Resources Department.
2. Employees promoted to the position of Apparatus Driver shall be compensated at a rate of two percent (2%) above FFPM5 (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 FFPM5 for all hours worked in an acting capacity.
3. 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 36 PARAMEDIC RANK STRUCTURE

A. A separate paramedic rank structure shall be 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.

Effective January of 2019, no further promotional exams shall be given, nor shall any further promotions be made to the rank of Paramedic Supervisor. The rank of Paramedic Supervisor will be eliminated through attrition and replaced with the rank of Fire Lieutenant, until such time as all three Paramedic Supervisors have been replaced with Fire Lieutenant positions.

- B. Effective January of 2019, no further promotional exams shall be given, nor shall any further promotions be made to the rank of Paramedic/EMS Coordinator. The rank of Paramedic/EMS Coordinator will be eliminated through attrition and replaced with an additional Deputy Chief position upon its elimination.
- C. Effective January of 2019, no further promotional exams shall be given, nor shall any further promotions be made to the rank of Firefighter-Lifesquad. The rank of Firefighter-Lifesquad will be eliminated through attrition. In lieu of promotion, any certified paramedic in the Firefighter classification who is assigned to duty on a medic unit of at least four (4) hours shall receive a wage rate for hours so assigned that is ten percent (10%) greater than their regular wage rate.
- D. 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, Assistant Fire 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.

ARTICLE 37 TRANSFERS

Advance notice of three (3) calendar days will be provided to an employee who is to be permanently transferred to a different shift.

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 25, 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 (10) calendar days from the date the employee became aware of the incident giving rise to the issue and submitted to the Chief of Fire. 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 ten (10) 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 2.

If the grievance is not resolved at the first 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 Director of Public Safety (or his designee) for purposes of presenting the grievance at this level.

The 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 3.

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 2 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 Director of Public Safety 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 second step shall be considered resolved and the written determination of the Director of Public Safety 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 Director of Public Safety, 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 above a written reprimand against members of the bargaining unit.
 - a. Verbal-written warning may be issued and documented by any fire officer, chief officer, or EMS Coordinator for EMS issues
 - b. A written reprimand may be issued and documented by any chief officer
 - c. Employee shall receive all documentation of a verbal-written warning or a written reprimand
3. In the event the Fire Chief contemplates disciplining an employee at a level higher than a Written Reprimand, he shall give written notice of the disciplinary 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 counseling sessions or verbal 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 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.

7. Any of the timelines 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 NO LAY-OFFS/NO ATTRITION

Section 1 - Department Complement

The total sworn department complement is hereby defined as 101.

As the department complement is reduced through attrition, the defined total sworn department complement shall be automatically amended to reflect the reduced number; provided, once sufficient attrition has taken place to reduce the department complement to 101 sworn employees (which number shall include any fully grant funded positions), the City will maintain that complement, subject to any reasonable delays in hiring due to administration of civil service exams.

ARTICLE 46 DURATION OF AGREEMENT

The provisions of this Agreement, except as otherwise herein provided, shall become effective as of January 1, 2022, and shall terminate, supersede and replace the pre-existing agreement and shall remain in full force and effect until and including December 31, 2024, and for successive annual periods thereafter unless not more than one hundred-twenty (120) and not less than ninety (90) 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.

ARTICLE 47 DRUG SCREENING

In addition to testing provided for under applicable City ordinances (HMC Chapters 180 and 186), unit members shall be subject to random drug testing procedures.

- A. The Hamilton Fire Department has instituted a random drug testing program for all sworn personnel.
- B. Program Purpose. The random drug testing program was instituted to:
 - 1. Test for the presence of illegal drugs or controlled substances, the possession or use of which is unlawful, pursuant to federal, state, or local laws and regulations;
 - 2. Deter illegal or unlawful employee use of illegal drugs or controlled substances;
 - 3. Protect the public, co-workers, and the involved employee from drug-related accidents;
 - 4. Limit the potential for lawsuits against the city as a result of careless or negligent acts by drug-involved employees;
- C. Procedures:
 - 1. Subject Selection:
 - a. At the beginning of each quarter, the Chief of Fire may request up to ten employees be randomly generated and provided to the Assistant Chief or the appropriate shift commander. Additionally, the Chief of Fire reserves the right to submit non-random

names based upon complaints, information, or allegations received. The submission of non-random names shall remain confidential between the administrative officers

- b. The shift commander will confidentially choose a day when the employee is scheduled to work that coincides with the availability of a collection official;
- c. On the date in question, the shift commander will notify the employee's immediate supervisor of the random drug test and provide the supervisor with an Order to Report form. The immediate supervisor will:
 - i. Notify the employee to respond to headquarters;
 - ii. Sign, date, and indicate the time on the Order to Report form and provide it to the employee;
 - iii. Direct the employee to immediately report to the collection official;

D. Testing Procedures. Random drug tests will be administered by a certified collection official utilizing hair or urine testing as determined by the Chief of Fire.

1. Hair Testing. In order to provide a suitable specimen, an employee must have at least ½ inch of hair (head, chest, leg or underarm). Once a suitable hair specimen is obtained, the collection official will:
 - a. Sign, date, and indicate the time on the Order to Report form;
 - b. Process the specimen in accordance with accepted laboratory procedures; and
 - c. Forward the Order to Report form to the appropriate bureau commander;
2. Urine Testing. Urine testing will be utilized by the collection official in accordance with the following procedures:
 - a. The employee to be tested shall:
 - i. Remove extraneous clothing and personal items (coats, hats, etc); and
 - ii. Remain in full view of the collection official, except when actually providing the sample;
 - b. If the employee cannot produce a sample, the collection official will allow the employee:
 - i. To consume up to 40 ounces of water;
 - ii. Up to three hours to provide a suitable specimen. If the employee does not provide a suitable specimen within the three-hour time period, the employee will be considered to have refused the test;
 - c. Once a suitable urine specimen is obtained, the collection official will:
 - i. Sign, date, and indicate the time on the Order to Report form;
 - ii. Process the specimen in accordance with accepted laboratory procedures; and
 - iii. Forward the Order to Report form to the appropriate bureau commander;

E. Positive Test Result/Refusals:

1. If the laboratory returns a positive test result, a second test is required and will be immediately scheduled by the appropriate bureau commander:
 - i. An employee who is ordered to report for a second test may have a union representative or counsel accompany them to serve as an observer;
 - ii. Specimens obtained for a second test will be obtained and processed in accordance with the procedures outlined in the subsection entitled Testing Procedures, above;

- iii. The employee has the right to have the second specimen sent to another certified laboratory at his or her own expense;
 2. If a second positive test is indicated, the employee will be immediately suspended with pay pending a pre-disciplinary conference;
 3. An employee who refuses to take any ordered drug test will be immediately suspended with pay pending a pre-disciplinary conference;
- F. Record Maintenance. Once final tests results are received, whether positive or negative, the results will be indicated on the original Order to Report form by the appropriate shift commander, and the form and laboratory report will be filed in the employee's personnel file. A copy will be returned to the employee.

SIGNATURE PAGE

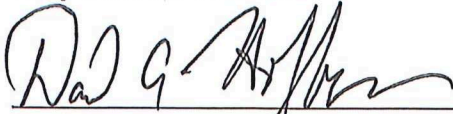
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 10th day of January, 2022.

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

FOR: CITY OF HAMILTON, OHIO:



Tony Harris, President



David Holzberger, Vice President



Ronald Beyer, Secretary and Treasurer



Joshua A. Smith, City Manager



J. Scott Scrimizzi, Public Safety Director



Mark F. Mercer, Fire Chief

Approved to as Form:



Letitia Block, Law Director

Schedule B-1 Fire Division

Wages, longevity, and acting pay effective January 1, 2022												
Range	Code	Classification	Old Pay Range	1	2	3	4	5	6	7		
			New Pay Range	Trainee	FFEMT	FFPM1 DOH to 1 year	FFPM2 1 year to 2 years	FFPM3 2 years to 3 years	FFPM4 3 years to 4 years	FFPM5 Over 4 years	Apparatus Driver	Acting Apprts Driver
27	410	Firefighter	48 Hour	21.86	23.05	24.21	25.41	26.37	27.34	28.24	28.80	28.52
			Acting PM (10%)	24.04	25.36	26.63	27.96	29.01	30.07	31.06	31.68	
			Acting DR (1%)	28.52	28.52	28.52	28.52	28.52	28.52	28.52		
			Acting LT	30.75	30.75	30.75	30.75	30.75	30.75	30.75	30.75	
			40 Hour	26.23	27.66	29.05	30.50	31.64	32.81	33.89	34.56	
			Annual	\$54,556	\$57,534	\$60,427	\$63,434	\$65,821	\$68,238	\$70,485	\$71,895	
27-A	409	Firefighter-Lifesquad	48 Hour							31.10		
			Acting PS							32.48		
			40 Hour							37.32		
			Annual							\$77,620		
30	414	Paramedic Supervisor	48 Hour							32.48		
			40 Hour							38.98		
			Acting PC- 40 hour							42.54		
			Annual							\$81,076		
30	411	Fire Lieutenant	48 Hour					Initial	6 month	1 year		
								30.75	31.93	32.48		
		Fire Investigator	48 Hour Acting CP/EMSC					35.45	35.45	35.45		
			40 Hour					36.90	38.32	38.98		
			40 Hour Acting CP/EMSC					42.54	42.54	42.54		
			Annual					\$76,749	\$79,699	\$81,076		
32	412	Fire Captain	48 Hour					Initial	6 month	1 year		
								35.45	36.64	37.36		
	413	Paramedic Coordinator	48 Hour Acting DC					40.77	40.77	40.77		
			40 Hour					42.54	43.96	44.83		
			40 Hour Acting DC					48.93	48.93	48.93		
			Annual					\$88,492	\$91,442	\$93,240		
36	8060	Deputy Chief	48 Hour					Initial	6 month	1 year		
								40.77	42.13	42.96		
			40 Hour					48.93	50.56	51.55		
			Annual					\$101,766	\$105,158	\$107,225		
Longevity												
			Years of continuous service	Percent of FFPM5 salary	\$70,485	Per hour 40-hour	per hour 48-hour					
	2080	40-hour week	5 to 7	2%	\$1,409.70	\$0.68	\$0.56					
	2496	48-hour week	8 to 11	4%	\$2,819.40	\$1.36	\$1.13					
			12 to 15	7%	\$4,933.95	\$2.37	\$1.98					
			16 to 19	9%	\$6,343.65	\$3.05	\$2.54					
			20 or more	11%	\$7,753.35	\$3.73	\$3.11					

Schedule B-1 Fire Division

Wages, longevity, and acting pay effective December 31, 2022												
Range	Code	Classification	Old Pay Range	1	2	3	4	5	6	7		
			New Pay Range	Trainee	FFEMT	FFPM1 DOH to 1 year	FFPM2 1 year to 2 years	FFPM3 2 years to 3 years	FFPM4 3 years to 4 years	FFPM5 Over 4 years	Apparatus Driver	Acting Apprts Driver
27	410	Firefighter	48 Hour	22.51	23.74	24.94	26.18	27.16	28.16	29.09	29.67	29.38
			Acting PM (10%)	24.76	26.12	27.43	28.79	29.88	30.97	31.99	32.63	
			Acting DR (1%)	29.38	29.38	29.38	29.38	29.38	29.38	29.38		
			Acting LT	31.67	31.67	31.67	31.67	31.67	31.67	31.67	31.67	
			40 Hour	27.02	28.49	29.92	31.41	32.59	33.79	34.90	35.60	
			Annual	\$56,193	\$59,260	\$62,240	\$65,337	\$67,796	\$70,285	\$72,600	\$74,051	
27-A	409	Firefighter-Lifesquad	48 Hour								32.03	
			Acting PS								33.46	
			40 Hour								38.44	
			Annual								\$79,948	
30	414	Paramedic Supervisor	48 Hour								33.46	
			40 Hour								40.15	
			Acting PC- 40 hour								43.82	
			Annual								\$83,509	
								Initial	6 month	1 year		
30	411	Fire Lieutenant	48 Hour					31.67	32.89	33.46		
		Fire Investigator	48 Hour Acting CP/EMSC					36.52	36.52	36.52		
			40 Hour					38.01	39.47	40.15		
			40 Hour Acting CP/EMSC					43.82	43.82	43.82		
			Annual					\$79,052	\$82,090	\$83,509		
								Initial	6 month	1 year		
32	412	Fire Captain	48 Hour					36.52	37.73	38.48		
	413	Paramedic Coordinator	48 Hour Acting DC					41.99	41.99	41.99		
			40 Hour					43.82	45.28	46.17		
			40 Hour Acting DC					50.39	50.39	50.39		
			Annual					\$91,147	\$94,186	\$96,037		
								Initial	6 month	1 year		
36	8060	Deputy Chief	48 Hour					41.99	43.39	44.25		
			40 Hour					50.39	52.07	53.10		
			Annual					\$104,819	\$108,313	\$110,442		
			Longevity									
			Years of continuous service	Percent of FFPM5 salary	\$72,600	Per hour 40-hour	per hour 48-hour					
	2080	40-hour week	5 to 7	2%	\$1,451.99	\$0.70	\$0.58					
	2496	48-hour week	8 to 11	4%	\$2,903.98	\$1.40	\$1.16					
			12 to 15	7%	\$5,081.97	\$2.44	\$2.04					
			16 to 19	9%	\$6,533.96	\$3.14	\$2.62					
			20 or more	11%	\$7,985.95	\$3.84	\$3.20					

Schedule B-1 Fire Division

Wages, longevity, and acting pay effective December 30, 2023													
Range	Code	Classification	Old Pay Range	1	2	3	4	5	6	7			
			New Pay Range	Trainee	FFEMT	FFPM1 DOH to 1 year	FFPM2 1 year to 2 years	FFPM3 2 years to 3 years	FFPM4 3 years to 4 years	FFPM5 Over 4 years	Apparatus Driver	Acting Apprts Driver	
27	410	Firefighter	48 Hour	23.19	24.45	25.68	26.96	27.98	29.00	29.96	30.56	30.26	
			Acting PM (10%)	25.51	26.90	28.25	29.66	30.77	31.90	32.95	33.61		
			Acting DR (1%)	30.26	30.26	30.26	30.26	30.26	30.26	30.26			
			Acting LT	32.62	32.62	32.62	32.62	32.62	32.62	32.62	32.62		
			40 Hour	27.83	29.34	30.82	32.35	33.57	34.80	35.95	36.67		
			Annual	\$57,878	\$61,038	\$64,107	\$67,297	\$69,830	\$72,393	\$74,777	\$76,273		
27-A	409	Firefighter-Lifesquad	48 Hour							32.99			
			Acting PS							34.46			
			40 Hour							39.59			
			Annual							\$82,347			
30	414	Paramedic Supervisor	48 Hour							34.46			
			40 Hour							41.35			
			Acting PC- 40 hour							45.14			
			Annual							\$86,014			
								Initial	6 month	1 year			
30	411	Fire Lieutenant	48 Hour					32.62	33.88	34.46			
		Fire Investigator	48 Hour Acting CP/EMSC					37.61	37.61	37.61			
			40 Hour					39.15	40.65	41.35			
			40 Hour Acting CP/EMSC					45.14	45.14	45.14			
			Annual					\$81,423	\$84,553	\$86,014			
								Initial	6 month	1 year			
32	412	Fire Captain	48 Hour					37.61	38.87	39.63			
	413	Paramedic Coordinator	48 Hour Acting DC					43.25	43.25	43.25			
			40 Hour					45.14	46.64	47.56			
			40 Hour Acting DC					51.91	51.91	51.91			
			Annual					\$93,882	\$97,011	\$98,918			
								Initial	6 month	1 year			
36	8060	Deputy Chief	48 Hour					43.25	44.70	45.57			
			40 Hour					51.91	53.64	54.69			
			Annual					\$107,964	\$111,562	\$113,755			
			Longevity										
			Years of continuous service	Percent of FFPM5 salary	\$74,777	Per hour 40-hour	per hour 48-hour						
	2080	40-hour week	5 to 7	2%	\$1,495.55	\$0.72	\$0.60						
	2496	48-hour week	8 to 11	4%	\$2,991.10	\$1.44	\$1.20						
			12 to 15	7%	\$5,234.42	\$2.52	\$2.10						
			16 to 19	9%	\$6,729.97	\$3.24	\$2.70						
			20 or more	11%	\$8,225.52	\$3.95	\$3.30						