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AGREEMENT

BETWEEN

THE CITY OF KENT

and

**THE OHIO ASSOCIATION OF PROFESSIONAL
FIRE FIGHTERS**

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 721**

SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2014

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PREAMBLE

This Agreement is entered into by and between the City of Kent, Ohio hereinafter referred to as the "Employer" and The Kent Fire Fighters Association, Local 721, of the International Association of Fire Fighters, hereinafter referred to as the "UNION".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, and other conditions of employment. Accordingly, this Agreement constitutes the entire Agreement between the Employer and the Union, and it supersedes all prior and contemporaneous understandings (both written and oral) not specifically incorporated herein.

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all full-time Employees of the Fire Division, excluding the Fire Chief, Fire Captains and the Fire Service Specialist.

1.02 The Employer shall not employ any civilian employee in the Fire Division whose duties include fire inspection or fire prevention.

1.03 The two (2) Lieutenants assigned to Fire Prevention shall not be included in meeting the requirements for daily minimum manning levels that are determined by the Employer but shall enjoy all other articles of this Agreement.

1.04 If the Employer needs to fill a vacancy in the position of Lieutenant assigned to Fire Prevention, a "line" Lieutenant shall have the right to transfer to the Lieutenant assigned to Fire Prevention position and at the same time the Lieutenant assigned to Fire Prevention shall have the right to transfer to the "line" position if a vacancy occurs.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Employer reserves the exclusive right to determine the mission of and manage the business of the Fire Division in all its phases and details. This right includes, but is not limited to, the right to determine the size and composition of the working forces; to direct, control and assign employees in the discharge of their duties; to hire, suspend or discharge for proper cause; to apportion the working force; to control the Employer's property and operations; and to carry out all other functions of management. In the exercise of these rights, the Employer shall be bound by applicable provisions, if any, of this Agreement.

2.02 In entering into this Agreement, the Employer does not relinquish any of its rights, responsibilities and requirements provided under the laws of the Employer, the State of Ohio and the United States as a municipality and employer. This Agreement does not and shall not circumvent any of the lawful rights, responsibilities and requirements of the Employer.

2.03 The Union recognizes the exclusive right of the Employer to establish reasonable work rules. Such rules may be established by the Fire Chief and/or the Safety Director and/or the City Manager. Any unreasonable rule or regulation may be subject to the Grievance Procedure.

2.04 The Employer shall have the right to determine reasonable work schedules and determine methods and processes by which the work shall be performed. The Employer shall have the right to schedule and require any overtime work which the Employer determines is necessary and consistent with the requirements of the Fire Division efficiency and operation so as to serve the best interest of the community and the citizenry.

2.05 It is understood by both parties that every incidental duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that all incidental duties related to firefighting, fire rescue, fire prevention and emergency medical services shall be performed by the employees as required.

ARTICLE 3 AGREEMENT

3.01 Due to the fact that conditions of employment in the fire service are very different, in many areas, than those of employment in other public departments and agencies, the Employer and the Union agree that collective bargaining and negotiations for Fire Division Employees should be conducted separately from those negotiations by the Employer with other employees and/or groups of employees.

3.02 Since conditions of employment in the Fire Division apply to all officers and members, as employees, it is agreed that collective bargaining and negotiations as to all matters concerning wages, and terms and conditions of employment, shall be between the Employer and the Union as provided in this Agreement, and the Union shall be spokesman for and is obligated to represent its members within the Fire Division.

3.03 Should any part of this Agreement or any provisions contained herein, or the application of such provisions, be found or declared to be invalid by any court action or by reason of any existing or subsequently-enacted legislation, the remaining parts, portions and provisions of this Agreement shall remain in full force and effect and the parties shall meet within thirty (30) days thereafter in order to discuss possible modifications of the invalidated provision(s).

3.04 The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the authorized representative of the Employer and the Union.

3.05 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Kent, Ohio, and therefore agree:

- A) The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, and refuse to cross picket lines, or participate in any strike or work stoppage by its members or other employees of the Employer for the duration of the Agreement.
- B) It is further agreed that any violation of the above may be grounds for immediate discharge or other disciplinary action.

- C) The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will order, authorize, instigate, cause, aid or condone any lockout of members of the Union.

3.06 The provisions expressed in this contract shall take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered by this contract. If the collective bargaining agreement does not specifically address a provision of Chapter 124, the provisions as stated in Chapter 124 shall prevail.

ARTICLE 4 DISCRIMINATION AND COERCION

4.01 In accordance with applicable laws and regulations, both the Employer and the Union agree not to discriminate against any bargaining unit employee on the basis of sex, race, color, creed, national origin, military status or political affiliation. There shall be no unlawful discrimination on the basis of age against Employees between the ages of 40 and 70. However, no dispute or controversy arising under this section 4.01 shall be grievable pursuant to the grievance and arbitration articles of this Agreement to the extent any applicable law or regulation provides an avenue of relief available to the affected employee.

4.02 All reference to Employees in the Agreement shall designate both sexes.

4.03 The Employer and the Union both recognize the right of all eligible employees to belong or refrain from belonging to the Union and to participate or refrain from participating in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any employee based on any activity protected under O.R.C. Chapter 4117.

ARTICLE 5 DUES DEDUCTION

5.01 A plan of voluntary Union dues deduction shall be in effect under this Agreement. The form for authorization of each deduction from payroll shall be furnished by the Union, and it is agreed that the Union will save the Employer harmless from any and all claims or liability of any sort, including attorney's fees, resulting from the making of deductions in accordance with said form and this Agreement. The Union shall afford its members an opportunity to cancel deductions during the first ten (10) days of the two (2) week period preceding the termination of this Agreement.

5.02 Any Union assessments, other than deductions for Union dues for which provision is made hereinabove, shall be deducted after notification of such assessments by the Union to the Employer. The Employer shall deduct said assessments within a reasonable period and in a manner which shall be established by prior agreement with the Union.

5.03 The parties understand that all deductions made pursuant to this paragraph must be authorized in writing by the Employee and that, under the laws of Ohio, such written authorizations are revocable.

5.04 The Employer agrees to deduct initiation fees, monthly dues or fees, and assessments once each month from the pay of the employees who have authorized same in writing on a legally sufficient form which shall be furnished by the Union and presented to the appropriate payroll

officer in the Department of Budget & Finance.

5.05 The amount to be deducted shall be certified to the payroll officer prior to making any changes in bargaining unit member's dues deductions or other deductions. The Employer agrees to furnish the Treasurer of the Union with a warrant in the aggregate amount of the deductions with a listing of the employees, said warrant to be transmitted to the Union no later than the tenth (10th) day following the payday in which the deductions are made.

5.06 Deductions under Paragraph 5.01 above shall be made during one (1) pay period each month; if any Employee's pay for the period is insufficient to cover Union dues, fees, assessments or otherwise, the Employer shall make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any member during any particular month, the Employer, upon verification from the Union, shall make the appropriate deduction from the following pay period or periods. Deductions of Union dues shall be made on those pay dates following pay dates on which deductions are made for insurance and other items.

5.07 It is understood and agreed that the Employer shall in no way influence or attempt to influence employees in their payment of dues, fees, or assessments by payroll deduction. The Union understands and agrees it shall in no way influence or attempt to influence employees in the payment of dues, fees, or assessments except as provided by any paragraph of this Agreement, or as provided by the Union Constitutional Requirements.

ARTICLE 6 UNION MEMBERSHIP, EMPLOYEE RIGHTS, SAFETY AND HEALTH

6.01 All full-time Fire Division Employees, except those excluded pursuant to Article I hereof, have the right to become or refuse to become members of the Union and to participate or refuse to participate in its activities.

6.02 The Union shall have the right to solicit membership of all new Employees of the Fire Division, and the Employer agrees not to interfere with the rights of new Employees to join the Union.

6.03 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit, without interference, restraint or coercion, and shall respect the rights of all Employees of the Fire Division. The Union shall provide adequate training in collective bargaining practices, personnel processes, policies and procedures, to its four (4) designated representatives, up to two (2) eight (8) hour classes per year, with approval in accordance with Section 12.07.

6.04 In order to promote and fulfill this policy Agreement and secure and maintain in a good harmonious relationship with the Chief of the Fire Division, the City Administration and City Council, the Union agrees to certify in writing, the names of its members who are authorized to represent the Union membership officially to the Fire Chief and the Safety Director. Said representatives shall be qualified persons selected or elected by the Union, under provisions of the Union Constitution and Bylaws.

6.05 It is mutually agreed that the Fire Division and the individual members of the Union shall regard themselves as public Employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.

6.06 It is mutually agreed by both parties that it shall be their continuing policy to develop procedures, policies and working agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of its municipality and in doing equity to the Employees in the Fire Division.

6.07 The Employer shall notify Employees and the Union in writing of all changes by the Employer of its Fire Division personnel policies. Such notification shall be given at least ten (10) days prior to the effective date of said changes. The parties shall meet periodically to discuss matters of mutual concern.

6.08 Any complaint of a non-criminal nature which is made about an Employee, either orally or in writing, shall be handled by the Fire Chief, or his or her designee, within thirty (30) days of such complaint. If, after investigation, the complaint is of a non-criminal nature requiring action in the form of loss of time and/or wages, the member shall be informed of said complaint. Notification need not be made to a member unless a formal disciplinary action is to be taken. Formal disciplinary action is defined as a letter of reprimand and/or loss of time and/or wages.

6.09 If the complaint is of a non-criminal nature requiring formal action, the investigative officer and/or administration shall, by investigative means, assure the complaint is valid and truthful before the member has such disciplinary action taken against him or her.

6.10 If in response to a complaint of a non-criminal nature the Fire Chief holds an informal hearing, as may be provided in a division manual, or the member appeals the action through the Disciplinary Procedure contained herein, the Employer shall within seven (7) days prior to such hearing, and upon request, provide to the member any and all evidence that is to be presented at such hearing against the member, to include without limitation, list(s) of witnesses, laboratory reports, polygraph results, tangible or intangible evidence and statements (written or recorded).

6.11 Any Employee shall be entitled to representation by an attorney at any hearing. A complaint of a non-criminal nature shall not normally be held for more than thirty (30) days from the day of the filing of the complaint, or until final disposition of any related pending action is reached. No disciplinary or other complaint records will be placed into a member's file if the complaint is unfounded or if he or she is found innocent at a formal or informal hearing by any competent tribunal.

6.12 If an Employee causes the death of another person in the performance of the employee's duties, the Employer may place the employee on administrative assignment, with the nature of assignment to be decided by the Fire Chief.

6.13 Safety is a mutual concern to the Employer and the Union. The Union will cooperate with the Employer in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful workplace. Employee safety violations shall be grounds for disciplinary action. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A) The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines, generally recognized OSHA Safety Standard, and appropriate legislation.
- B) The parties agree that refusal to work provisions do not apply to bargaining unit employees for situations or conditions not incidental, or indigenous, to work normally performed by those bargaining unit employees.

- C) The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- D) The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- E) Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.

6.14 The Employer shall make every reasonable effort to comply with Federal, State or local Safety and Health laws, rules and regulations.

6.15 The Employer shall maintain all of its fire equipment in safe, reliable working order and shall provide for the periodic and regular inspection of same by competent outside parties in the presence of a Union representative. Should the Employer fail to comply with this requirement, no employee may be subjected to disciplinary action for failure or refusal to use or operate such equipment or for failure or refusal to perform a work assignment when the use of such equipment is necessary thereto.

6.16 Where personal protective equipment, such as helmets, coats, ropes, and self-contained breathing apparatus, etc., is needed to protect Employees from injury or work that may affect the health of Employees, then such personal protective equipment shall be provided by the Employer after the specifications for same have first been reviewed by the Labor-Management Committee prior to its purchase.

6.17 There shall be an Employer-wide inspection for minimum health and safety practices and standards of all fire facilities when requested by either the Labor Management Committee or the Fire Chief, with the participation of the Union members of the Labor-Management Committee, without loss of pay.

6.18 In cases of riots and civil disturbances within the Employer's boundaries or in any City, Township or Village that has, or may have in the future, mutual aid agreements with the Employer, employees shall not be deputized as law enforcement officers or be required in any manner to bear arms against any citizen of the United States, except in performance of duty as a member of the Armed Forces of the United States. It shall be the Employer's responsibility to provide protection to Employees while they are engaged in fire-fighting or related duties during a riot or civil disturbance. If such protection cannot be provided then no charges may be brought against employees who leave or refuse to enter an area where a civil disturbance is occurring.

6.19 All employees shall promptly report in writing any unsafe conditions to their supervisors. If an employee believes a job and/or vehicle is hazardous to his health and safety, or the health and safety of other employees or the public, he may request that his Union representative be called to discuss the matter with his immediate supervisor. The City shall promptly call the representative to attempt to resolve the matter. After a discussion with the employee and his Union representative, the City shall make a good faith decision whether to take the equipment out of service or to correct other reportedly unsafe conditions, based, where necessary, on the opinion of a person qualified to make an inspection of the equipment or condition. If an employee refuses orders to utilize equipment or work under existing conditions, they do so at the risk of disciplinary action for insubordination unless the employee can substantiate that the equipment or condition posed an imminent threat to the health and safety of the employee.

6.20 All employees who are injured or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by the Employer. No matter how slight the incident, all such injuries should be reported to the employee's immediate supervisor within 24 hours after the occurrence thereof, on a First Report of Injury (FROI) form. A copy of this form is attached as Exhibit E, which may be revised after review with the Labor Management Committee. The supervisor shall ensure that the report is forwarded to the Human Resources Manager within twenty-four hours, or some other reasonable time as may be approved by the Fire Chief. In the event of a weekend or holiday, by 8AM of the next regular business day, Any necessary medical attention shall be arranged by the Employer. The supervisor shall provide assistance to employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the Employee.

6.21 Any medical examinations required by the City shall be at no cost to the employee, and both the employee and the Employer shall receive a copy of the medical report.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

7.01 The parties recognize that certain subjects, such as equipment, safety, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Employer. For this purpose a Labor-Management Committee shall be established.

7.02 Committee meetings shall be scheduled at times when either the Employer or Union have an issue they wish to discuss. Both parties agree to hold meetings as soon as possible after being notified that a meeting is requested. Meetings shall be held at reasonably, mutually convenient times, and shall be closed to the public. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command, and the Union is expected to attempt to work out matters with lower level supervisors before raising them at Labor-Management Committee meetings. Meetings may be canceled by mutual agreement of the parties.

7.03 Communications. The Union and the Employer agree that effective communications are essential to effective Labor-Management relations. It is therefore agreed that the designated representatives of Union and Management shall be:

For the Union: President
 Vice-President
 Secretary
 Treasurer

For the Employer: Fire Chief
 Safety Director
 City Manager
 Human Resource Manager

All formal communications transmitted from one party to the other, excluding communications relating to grievance and/or arbitration processes, shall be directed to the above representatives. Any such formal communication from one party to the other shall be responded to or acknowledged, in writing, within seven (7) days of the issuance of such communication.

If the communication is in response to formal proposals expressed in writing or in a formal meeting (such as Labor-Management Committee meeting), a response deadline shall be established and adhered to by the parties to this agreement.

ARTICLE 8 EMPLOYEE LIABILITY

8.01 Consistent with Ohio Revised Code, Chapter 2744.07, and the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Kent.

8.02 The employee shall be represented, to the extent that he was acting within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

8.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive damages, but only those compensatory damages where the employee was acting within the scope of his employment.

8.04 If the current job description requires the possession and/or maintenance of a valid Ohio driver's license, the employee must maintain a driving record which conforms to the reasonable requirements under the Employer's current insurance coverage.

8.05 In the event an employee has to resort to litigation to determine whether the Employer is obligated to defend such employee and prevails in such litigation, the Employer shall reimburse the employee for reasonable attorney fees and costs incurred by such litigation.

ARTICLE 9 SENIORITY

9.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment within the Division. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

9.02 An employee's seniority shall be terminated when one or more of the following occur:

- A) The employee resigns;
- B) The employee is discharged for just cause;
- C) The employee is laid off for a period of time exceeding three (3) years;
- D) The employee retires;
- E) The employee fails to report for work for more than two (2) working days without having given the Employer notice of his/her pending absence, unless he/she is physically unable

to do so as certified by the appropriate authority;

- F) The employee becomes unable to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her;
- G) The employee refuses to recall or fails to report to work within seven (7) calendar days from the date the Employer sends the employee a recall notice.

9.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

9.04 Employees who are on leave due to military service shall not have their seniority rights or accruals limited in any way that is inconsistent with the Uniformed Services Employment and Reemployment Rights Act, as well as other applicable sections of City Ordinances or Ohio Revised Code. Changes to City Ordinances relating to seniority rights of members on military will require notice to the Union.

ARTICLE 10 LAY-OFF AND RECALL

10.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer reasonably determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth. Sections 10.02 through 10.08 are intended to modify and preclude Ohio Revised Code section 124.32 et.seq. as they might apply to the provisions of this article.

10.02 Employees shall be laid off according to their Departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees are laid off first in the above respective order.

10.03 Employee(s) who are laid off from one job classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job classification within the Department.

10.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job classification pursuant to the provisions of Paragraph 10.03 above.

10.05 In all cases where one employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the conditions that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to displace (bump).

10.06 At the end of displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions, shall be laid off.

10.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for three (3) years from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his

position and forfeits all right to employment with the Employer.

10.08 Employees scheduled for lay-off shall be given a minimum of twenty-eight (28) days advance notice of lay-off.

ARTICLE 11 HOURS AND SCHEDULE

Employees shall be assigned to a fifty (50) hour work week in a three platoon system of twenty-four (24) hours of continuous duty commencing at 8:00 a.m., followed by forty-eight (48) continuous off-duty hours. The addition of employees to the Fire Division beyond thirty fire fighters may result in variations to this scheduling system, based on seniority for the number of employees beyond the basic thirty person cadre. Such a plan shall be presented and discussed with the union in a Labor Management Committee meeting at least sixty days in advance of the implementation any changes.

In order to maintain the fifty (50) hour workweek, the Employer shall develop a system where employees assigned to twenty-four hour shifts will select 24 hour shifts throughout the calendar year when they will be off-duty. This twenty-four (24) hour continuous off-duty period shall be known as a "kelly day." (The parties intend by this language to continue their present practices).

Lieutenants assigned to Fire Prevention shall work five (5) consecutive eight (8) hour days per week. The employer may change shifts, hours of work per week, and hours of work per year to the extent deemed necessary or advisable to the employer for the purpose of complying with any federal or state law which is or may become applicable to employees covered by this agreement. This provision does not restrict the Employer's right to recall firefighters and/or require overtime.

11.02 Subject to Paragraph 11.01 of this Article, and in accordance with the total complement authorized by the City Council, the number of stations to be staffed, and the personnel available, the Employer will continue to assign fire personnel to achieve the highest efficiency of operations and the greatest protection for the community and Fire Division personnel.

11.03 Employees shall continue to have the right to exchange shifts or any part of a shift if the change does not interfere with the operation of the Fire Division and if prior approval of the in-charge officer is given provided that the change does not result in the payment of overtime pay to the employees involved.

11.04 In order to evenly distribute Holidays among the 24-hour shift/three platoon employees, February 29, of a leap year, will be divided evenly among the three platoons. The shift that is scheduled to work the 29th shall work the first eight (8) hours of the shift. The natural shift rotation shall fill in the remainder of the shift in eight (8) hour increments. The shift that starts the rotation on the 29th of February shall work March 1st. The natural shift rotation shall commence from that point on. No overtime will be created as a result of this arrangement, except if an employee is involved in a call for service which prevents said employee from leaving work at the end of the shift.

ARTICLE 12 OVERTIME

12.01 Employees shall receive overtime pay for all time worked in excess of their normally scheduled work week. Employees covered by this agreement who are assigned to 40 hour, five day per week shift assignments shall receive overtime pay for all time worked in excess of 40 hours per week, consistent with the current practices as of January 1, 2000.

12.02 Emergency overtime shall be computed by dividing the base annual rate by 2080 hours and multiplying the rate by one and one-half. Each full-time employee who receives an emergency page, and who reports for overtime, shall be paid a minimum rate for the first hour; for every hour past the first, overtime shall be paid at the 2080 overtime rate. The minimum rate shall be as follows:

Effective 8/31/09 \$52.00
 Effective 8/30/10 \$53.00

(Where the A rate is higher, The A rate will be paid. A rate is the 2080 overtime rate.)

12.03 Scheduled overtime, which includes any required overtime that has been scheduled in advance, i.e., teaching a class, picking up a vehicle, shall be computed by dividing the base annual rate by 2080 hours, and multiplying the rate by one and one-half.

12.04 The amount of overtime work, as described in the preceding sections of this Article, and the number of full-time employees required to work such hours, shall be established and determined by the Employer; provided, however, that requests by the Employer for overtime work shall be distributed as equitably as practicable among all full-time employees.

12.05 The union shall share equal responsibility with the Employer in controlling abuses of overtime use by the members of the Union.

12.06 In cases where it is necessary to employ a person to perform non-supervisory overtime work in the Fire Division, members of the Bargaining Unit shall be employed to perform such work, and supervisors may be employed instead only in those cases where a non-supervisor, who is willing to work overtime, cannot be called in despite reasonable good faith efforts by the Employer to locate such a non-supervisor.

12.07 Any Employee may, upon approval of the Fire Chief or his/her designee, be granted overtime for up to 31 hours of Continuing Medical Education (CME) training in each calendar year in accordance to the conditions set forth in the Ohio Revised Code and the standards adopted by the Ohio Department of Public Safety, the Division of EMS, and the Kent Fire Department Medical Control. Such approval shall not be unreasonably withheld. Any Employee, including those scheduled to work 40 hours per week, who is attending a Paramedic Certification/Re-certification class or other training class which falls during his off duty hours will be compensated as follows:

- A) For a training class scheduled less then (8) hours, the employee shall receive overtime at the rate of one and one-half times his hourly rate which shall be calculated by dividing his base rate by 2080 on the basis of one hour of overtime for each hour spent in class.
- B) For a training class scheduled eight (8) hours or more, the employee shall be "scheduled off for school" (SOFS). SOFS time shall be calculated by the following:

NO. OF CONSECUTIVE SCHOOL DAYS

		<u>2600 schedule</u>	<u>2080 schedule</u>
1 Day	=	16 Hours	8 Hours
2 Days	=	24 Hours	16 Hours
3 Days	=	36 Hours	24 Hours
4 Days	=	48 Hours	32 Hours

5 Days	=	60 Hours	40 Hours
6 Days	=	72 Hours	52 Hours
7 Days	=	84 Hours	64 Hours

12.08 The overtime rate for all Employees who are entitled to receive overtime compensation shall be calculated by multiplying the number of overtime hours worked by one and one-half (1-1/2) times the Employee's normal hourly rate unless a different rate is established elsewhere in the contract. At the end of each year, the City will determine its statutory obligation for FLSA overtime and regular rate for overtime worked per federal regulations, once longevity pay and other forms of compensation have been determined. For Firefighters and Lieutenants, the City restates its declaration of the Section 7(k) exemption providing for the 28 day work period, beginning on the first day of the first payroll period of each calendar year. For purposes of tracking compliance with the FLSA, the overtime threshold within the work cycle for said employees will be regarded as 212 hours actually worked.

**ARTICLE 13
HOLIDAYS**

13.01 The following days shall be recognized as holidays:

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING DAY	Third Monday in January
PRESIDENTS DAY	Third Monday in February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	July 4
LABOR DAY	First Monday in September
COLUMBUS DAY	Second Monday in October
VETERANS DAY	November 11
THANKSGIVING DAY	Fourth Thursday in November
FRIDAY FOLLOWING THANKSGIVING	
CHRISTMAS DAY	December 25
TWO FLOATING HOLIDAYS	

13.02 Holiday benefits for all holidays except floating holidays shall be awarded to employees covered by this agreement as follows:

- A) If an employee who is assigned to a twenty-four hour shift works on a holiday, in addition to his/her normal salary, the employee shall have the option to either:
 - 1) "Sell-back" the holiday to the Employer for an amount of money equal to one and one-half (1-1/2) times the employee's 2600 hourly rate of pay for all hours worked on the holiday; or,
 - 2) Subject to the limitation imposed upon the accumulation of accumulated paid leave pursuant to Article 20 of this Agreement, "sell back" the holiday to the Employer in return for the grant of accumulated paid leave time at a rate of one and one-half (1-1/2) hours of accumulated paid leave time for each hour so worked on the holiday.
- B) If a holiday falls on a regularly scheduled day off of an employee who is assigned to a twenty-four hour shift, the employee shall receive 12 hours of accumulated paid leave.

- C) For employees covered by this agreement who are assigned to 40 hour, five day per week shift assignments:
- 1) If a holiday falls on the employee's regularly scheduled day off, the employee shall receive 8 hours of accumulated paid leave.
 - 2) If the holiday falls on a regularly scheduled work day of the employee, and the employee is required to work, in addition to his/her normal pay, the employee shall have the option to:
 - a) "Sell-back" the holiday to the Employer for an amount of money equal to one and one-half (1-1/2) times the employee's 2080 hourly rate of pay for all hours worked on the holiday; or,
 - b) Subject to the limitation imposed upon the accumulation of accumulated paid leave pursuant to Article 20 of this Agreement, "sell back" the holiday to the Employer in return for the grant of accumulated paid leave time at a rate of one and one-half (1-1/2) hours of accumulated paid leave time for each hour so worked on the holiday.
 - 3) If the employee is scheduled off due to the holiday, the employee will be awarded an additional 8 hours of accumulated paid leave.

13.03 All employees shall receive twelve hours accumulated paid leave for each of their two floating holidays, except that no employee shall receive a floating holiday until he or she has been employed by the Employer for at least six (6) months.

13.04 Upon request by an employee who otherwise is scheduled to work on a holiday, the Employer shall allow off as many employees as the Fire Chief deems is practicable while maintaining normal level of operations so as to protect the community without incurring overtime wage costs.

13.05 If an employee requests to be granted paid leave on a holiday which falls on his or her normal workday, and the request is granted, the employee shall receive his or her normal hourly rate of pay as said rate exists on the date of the holiday, the amount so received to be payable during the pay period in which said holiday falls, and the approved leave will be deducted from the accumulated paid leave bank balance.

13.06 If an employee is not scheduled to work on a holiday, but is called in nonetheless, the employee shall have the option to receive, in addition to his normal salary, two (2) times the employee's annual salary divided by 2080, as said salary exists on the day of the holiday, for all hours worked on the holiday; or accumulated paid leave at a rate of two (2) hours of accumulated paid leave for each hour actually worked on the holiday.

ARTICLE 14 VACATIONS

14.01 Employees covered by this Agreement shall be entitled to vacation leave at the completion of each year of service, according to the following schedule, provided that at least one (1) full year of service to the Employer has been completed.

COMPLETED YEARS OF SERVICE	FIREFIGHTERS	2080 SCHEDULE
One through six	6 tours of duty	2 weeks
Seven through thirteen	10 tours of duty	3 weeks
Fourteen through nineteen	12 tours of duty	4 weeks
Twenty through twenty-four	14 tours of duty	5 weeks
Twenty-five and over	16 tours of duty	6 weeks

As used herein a "tour of duty" means a scheduled twenty-four (24) hour work shift beginning 8:00 a.m. on any scheduled workday and ending at the same time the following day and falling every third day thereafter.

14.02 Employees shall begin their vacations as of the start of a scheduled tour of duty.

14.03 Employees may take a single tour of duty vacation leave or in groups of three (3) consecutive scheduled tours of duty so that, for example, if an Employee were otherwise scheduled to begin a tour of duty on a Monday, but instead took vacation leave consistent with the other limitations imposed thereon by this Article, the Employee's vacation would extend through the following eight (8) days and cover the tours of duty which would start on Thursday and Sunday falling within the nine (9) consecutive days commencing with the first day of vacation and ending as of 8:00 o'clock a.m. on Wednesday following the aforesaid Sunday.

14.04 The Employer will endeavor to grant all requests for vacation leave whenever such leaves have been requested in accordance with this Agreement and such Administrative Orders and Regulations which have been or may be adopted to implement said Agreement. However, the Employer reserves the right to deny any and all such requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain whatever minimum staffing levels the Employer believes is proper so as to provide for the economical and efficient operation of the Fire Division or to respond to emergencies. When determining whether to grant or deny a vacation leave request in those situations where the Employer believes that granting of all such leaves which are requested to commence on or about the same date or period of time would result in insufficient staffing, as hereinabove explained, the City shall use the following order of preference in allowing requests:

- A) First preference shall be given to requests which cover leaves of three (3) consecutive tours of duty, as described in Paragraph 14.03 hereof. In situations where such requests cover the same dates or periods of time, either exactly or by overlap, preference shall then be determined as follows:
 - 1) Effective December 1, 1993, seniority shall prevail over all other considerations for all requests made before December 1 of the year prior to the year in question.
 - 2) Effective November 30, 1993, after the last day of November of the year prior to the year in question, preference shall be given to requests in order of the date when requests are made so that, for example, if two (2) requests are received for vacation leave which is to begin on or about the same date or period of time and it is not possible, in the City's opinion, to grant both requests, whichever request is received properly earlier shall have preference over the other requests, even if the first request is made by an Employee who has less seniority than the other Employee.
- B) After giving preference to all requests for vacation leaves covering three (3) tours of duty, preference next shall be given to requests covering individual tours of duty, it being understood and agreed that requests covering two (2) consecutive tours of duty shall be

treated as two separate requests for vacation leave covering individual tours of duty which coincidentally (and irrelevantly) fall consecutively. In situations where requests covering the same individual tour of duty dates are made, preference shall be given in the following order:

- 1) Seniority shall prevail over all other considerations.
- 2) In situations involving Employees with equal seniority, preference shall be given to the Employee who has made his or her request properly and first.

14.05 Notwithstanding the order of preference set forth in Paragraph 14.04 of this Article, if the use of seniority would result in the denial of any possibility of vacation leave for Employees with little seniority, the Fire Chief shall have the authority to establish a vacation schedule for the Fire Division in such a manner that every employee receives a leave of three consecutive tours of duty while deviating as little as possible from the schedule which otherwise would be established pursuant to Paragraph 14.04 of this Article. Should any employee who is denied a requested vacation leave as a result of the use of the provision of this Section desire to contest said denial, he or she may appeal directly to the Labor-Management Committee who shall have the authority to affirm, reverse, or modify the order of the Fire Chief with respect to said denial. The decision of the Committee shall be final and shall not be subject to the Grievance Procedures established by the Agreement.

14.06 Absence because of sickness, injury or disability in excess of that authorized by this Agreement, at the request of the employee and, within the discretion of the Safety Director, may be charged against vacation leave.

14.07 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any vacation leave that he or she may have been eligible to receive if said leave had not already been taken at the time of termination of employment. In such cases pro-ration of vacation for services after the employee's anniversary date shall be the method of payment.

14.08 During vacation leaves, the employees shall be entitled to full pay for such period at the regular rate of compensation.

14.09 Firefighters may accrue up to and including five (5) tours of duty of unused vacation leave to which the employee may be entitled in a particular calendar year and carry forward such accrued leave six (6) months past said employee's next anniversary date, before which time deadline said accrued leave must be either taken or lost. The Lieutenants assigned to Fire Prevention may accrue up to and including ten (10) calendar days under this section.

14.10 Except in cases where an employee who is on vacation leave is called in to work overtime, in no event shall an employee be entitled to work during a vacation leave and receive vacation pay in addition to regular pay.

14.11 A "sell back" option of up to three (3) vacation days shall be available to all Employees who work a schedule of 2600 hours per year. Each day will be at 24 hours and will be calculated by dividing the Employee's base salary by 2600, and multiplying by the total number of hours involved. The Lieutenants assigned to Fire Prevention shall have a "sell back" option of up to eight (8) vacation days. Each day will be at eight (8) hours and will be calculated by dividing the base salary by 2080 and multiplying the total number of hours involved.

14.12 At no time shall compensatory time be approved prior to the selection of vacation time, as stated in Paragraph 14.04, for the upcoming year.

14.13 The Employee shall have the right to convert up to two (2) 24-hour vacation days to an equal amount of accumulated paid leave time, which will be added to the Employee's accumulated paid leave time bank. The Lieutenants assigned to Fire Prevention shall have the right to convert up to five (5) 8-hour vacation days to an equal amount of accumulated paid leave time, which will be added to the Employee's accumulated paid leave time bank.

ARTICLE 15 INJURY LEAVE and LIMITED LIGHT DUTY: DUTY RELATED

15.01 If an employee is injured or contracts an illness while performing his or her assigned duties and is certified by a licensed physician as being unable to work, the Employee shall receive, while on disability leave a period not to exceed one hundred eighty (180) consecutive calendar days from the date the Employee last performed his/her assigned full duties, an amount of compensation equivalent to his or her full salary, less any and all funds or monies received from indemnity for such disability.

15.02 If during the three (3) calendar years following the original date of a disabling injury or illness, the disability reoccurs (as certified by a licensed physician) the Employee shall be compensated as described in Paragraph 15.01 above for such period of time that remain unused from previous disability pay periods associated with the same injury.

15.03 Any employee who is on injury leave for a duty-related injury or illness may be called upon by the Fire Chief to provide interim medical reports regarding the employee's ability or inability to perform some or all work related duties. Based on these medical reports, the employee may be called upon by the Fire Chief to perform limited duty assignments for a period up to the doctor's approval for a return to full duty, or the balance of the 180 days injury leave period, whichever comes first.

15.04 The employee's medical authorization to return to work, or continued recommendation to remain away from work, will be on a fitness for duty report provided by the Fire Chief.

15.05 Work schedule, duties performed, and hours worked will be mutually discussed between the Employee and the Fire Chief, and will be based on the fitness for duty report. No Employee will be required to perform duties that may cause aggravation of their injury or illness. In the case of disputes, a second medical opinion will be obtained, which will be paid for by the City. Work schedules will not exceed forty hours per week.

15.06 The Employee may be assigned to job-related training classes as a part of this assignment, and provided the duties are medically approved.

15.07 Any employee who is certified as being able to perform a limited light duty assignment, but who nevertheless rejects such an assignment, shall forfeit the benefits as provided in this article, and shall be placed on sick leave status.

15.08 Any employee who may be eligible to participate in the benefits of the Police and Fireman's Disability and Pension Fund shall apply for such benefits as may be available and be payable from such pension fund is if a disability will be one of a long term duration. Long term shall be defined for the purpose of this Agreement to mean a disability in excess of six (6) months in duration at which time there is no predictable return to work foreseen.

15.09 Accommodation Procedure

- A) Employees who have developed a disability which results in the inability of the Employee to perform the essential functions of a job may be transferred to a position of equal or lesser standing which is at that time vacant within the authorized City personnel positions, providing that the Employee is qualified to perform the essential functions of the vacant position.
- B) The transfer into the vacant position will be by agreement of the Employee and the Employer, but neither will be bound to the creation of a new position for the purposes of accommodation of a disability.
- C) Mutual agreement to a transfer of a disabled employee will not be subject to the normal Civil Service process usually employed to fill an opening in the vacant position.
- D) Any complaints arising from the American with Disabilities Act (ADA) shall be handled through the grievance procedures specified in this Agreement.

ARTICLE 16 SICK LEAVE

16.01 Employees shall earn sick leave at the rate of 7.5 hours for each payroll period worked or when on an authorized leave. Sick leave accumulation shall be unlimited.

16.02 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness or injury in the employee's immediate family; or 4) death in the employee's extended family, as defined in Article 29, Funeral Leave; or 5) pregnancy related condition of the employee or spouse of the affected employee.

16.03 A sick leave affidavit or a doctor's excuse is required to justify the use of sick leaves for illness. If the use of sick leave for such illness exceeds two (2) consecutive scheduled shifts, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification or alteration of a written, signed statement or a physician's certificate shall be grounds for disciplinary action. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

16.04 Before the time when an employee is scheduled to start work on a shift, said employee requesting sick leave shall inform the officer in charge of the shift of the fact that said employee is ill and is requesting sick leave, except in case of provable inability to make a phone call. Failure so to do shall result in the denial of sick leave by the Employer. When an employee seeks to use sick leave for an absence due to personal illness, injury, or exposure to contagious disease communicable to other employees, the employee will be expected to be reachable at his home telephone number unless, when calling in to report off, he provides the employer with an alternative number at which the employee may be reached.

16.05 Absence for a fraction of a day, when such absence is chargeable to sick leave accumulation in accordance with these provisions, shall be charged in increments of whole hours and never less than one (1) hour. Sick leave, when used, shall be consumed on the basis of one hour of sick leave for each hour of absence.

16.06 An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, retain credit for all accumulated and unused sick leave available to such employee at the time of layoff or leave.

16.07 When sick leave is requested to care for members in the immediate family, the department head may require a physician's certificate to the effect that the specific presence of the employee is necessary to care for the ill or injured member. In the event of a prolonged illness of a member of the immediate family, it is understood that the employee will make arrangements as soon as possible for outside assistance to care for the afflicted member of the family. Paid sick leave will be granted for only a reasonable period of time to enable the employee to make the necessary arrangements, normally not in excess of five (5) calendar days.

16.08 For purposes of this article, "immediate family" is defined to include only the employee's spouse, child, father, or mother, stepchild, step-parent, dependent who lives in the household and the employee is the primary caregiver, legal guardian, or person who stands in place of a parent (in loco parentis).

16.09 Sick leave may be granted as additional time off for a death in the family, in accordance with Article 29.

16.10 Upon retirement after completion of ten (10) years or more of service with the Employer, death, or permanent disability of a nature which renders the employee incapable of continued service with the Employer, and for which the employee has qualified for retirement benefits from a State of Ohio public employees retirement system, the employee may sell out accrued sick leave and shall be paid an amount of money equal to the number of accrued hours of sick leave up to a maximum of 2800 hours divided by two (2) multiplied by the employee's annual salary, as said salary exists at the date of death or retirement, divided by 2600.

For purposes of this Section, an Employee shall only be considered to have retired if (i) at the time his employment ceases, he or she has met either age and service standards or disability standards that will entitle that person to age and service retirement or disability retirement under the Public Employees Retirement System, the Police and Firemen's Disability and Pension Fund, or another state retirement system, and (ii) he or she applies for retirement with a state retirement system and does retire and commences pension payments or provides other documentation from the pension system that the retiree has applied, been approved and has accepted under such state retirement system by not later than the first day of the third month following cessation of employment with the City. For purposes of this section, the disability or death of the Employee does not have to arise from or be caused by employment with the City.

For qualifying employees who retire pursuant to age and service standards, the benefit shall be paid with the final payment of wages, or upon receipt from the pension board of formal notification of retirement, whichever is later.

Payment made to an employee pursuant to this section shall be considered as complete and final resolution of the employee's total accrued sick leave at the time of retirement, and the balance shall be considered as zero (0) thereafter. An employee who receives such payment as described above shall waive any and all future claim to any sick leave hours so redeemed. If the same employee returns to service with the City within this unit, or in any other capacity, the accrual of sick leave will begin at zero hours balance, and will begin to accrue anew. If the employee is subsequently eligible to retire, by meeting the conditions of this section, the employee will again be eligible to sell accrued sick leave, but only that amount accrued since the date of return to work.

16.11 A) Subject to the provisions of this paragraph, an employee shall have the option to

convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this paragraph 16.11, the term year's end" means the last day of the last full pay period of any calendar year.

- B) An employee who is credited sick leave pursuant to this Article 16, shall have at year's end the following options with regard to the portion of sick leave credit accumulated during the current calendar year:
 - 1) Carry forth the balance of sick leave credit; or
 - 2) Receive a cash benefit conversion for the unused balance of sick leave credit equal to one hour of the employee's base rate of pay for every two hours of unused sick leave credit that is converted; or
 - 3) Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.
- C) A cash benefit conversion for unused sick leave credit can only be utilized for sick leave credited an employee in the year in which the credit is given. All sick leave credit balances that are carried forward at the year's end are excluded from any future cash benefit conversion option. The failure of an employee to utilize the cash benefit conversion shall result in the automatic carry forward of any balance of sick leave credit.
- D) In order to receive a cash conversion of sick leave credit at year's end, an employee must, after exercise of the cash conversion option, have at least the following minimum accumulated sick leave credit at year's end:375 hours
- E) An employee who separates from service prior to year's end (as defined in "A" above) shall not be eligible for the cash conversion benefit of the unused sick leave credit.
- F) Any cash benefit conversion of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the employee or the City.
- G) An employee eligible to receive a cash conversion of sick leave credit at year's end must indicate their desire to convert any sick leave no later than the end of the pay period that includes the first day of November.

16.12 An employee who is approved for extended sick leave will be considered to be on a forty hour per week schedule until they return to their normal shift. All employees shall be charged forty (40) hours of sick leave for each week they are on extended leave. Extended sick leave is defined as use of leave for three full consecutive tours of duty or more. This section will invoke on the first Monday following the onset of the injury, or illness, unless the absence is medically determined in advance. The forty hour benefit will continue through the return to duty. The first sick days proceeding the first Monday will be charged at the normal rate. If a return to duty is during a partial week, sick leave will be charged for the partial week at a rate of 40 hours less the actual hours worked.

16.13 In case of birth by an Employee's spouse, an Employee assigned to twenty four (24) hour shifts may use up to two (2) tours of duty (five (5) eight-hour tours of duty for personnel assigned to a 2080 hrs. 5 day-week schedule) of sick leave for the purpose of "Maternity Leave", unless serious health conditions require additional time off and is certified by the attending physician.

ARTICLE 17
UNIFORM AND PERSONAL EQUIPMENT

17.01 The Employer shall furnish each newly hired employee with the following items of uniform and personal equipment which shall be worn in according to the dress code of the Fire Division.

- 4- Work pants
- 1- Dress Uniform (blazer and slacks or skirt)
- 3- Department T-Shirts, 2 Department Job Shirts
- 1- White Dress shirt
- 2- Blue work shirts
- 1- Summer/Winter Jacket
- 1- Uniform Sweater, Blauer 210 V-neck Sweater
- 1- Belt
- 1- Cap with badge and strap
- 7- KFD Patches
- 3- Badges
- 3- Name plates
- 1- Pair work shoes
- 1- Tie clasp and Tie
- 1- Pair coveralls
- 1- Pair Dress shoes
- 2- Pair white Kidd Gloves

Except for the badges, all other items listed above shall become the property of the employee after he has completed one (1) year of service.

17.02 The Employer also shall furnish every employee with the following clothing items which shall remain the property of the Employer

- 1- Fire helmet
- 1- Bunker coat
- 1- Bunker pant
- 1- Pair bunker boots
- 1- Fire gloves
- 1- Hood
- 1- Safety glasses
- 1- Station key
- 1- Identification card
- 1- Glasses for air pack (if necessary)

When these items become unserviceable because of normal wear or are damaged in the line of duty, they shall be returned to the Employee's supervisor for replacement.

17.03 Effective January 1, 2007, after receiving the issue of items described in Paragraph 17.01 above, the employee shall be responsible for replacing such items at his or her own cost. Employees shall be issued an \$1,050.00 payment to be paid in February 2010, and a \$1,100.00 payment in February, 2011, and February of every year thereafter, so long as the employee has completed six (6) months of service to the Employer. It is understood that this uniform allowance is subject to applicable taxes as defined by law. Should an employee retire and/or terminate employment after having received his yearly uniform pay, he shall be responsible for repayment of said annual uniform pay pro-rated to the date of retirement and/or termination of the employment

and the pro-ration shall be on a monthly basis. The repayment of the unearned uniform pay shall be made as a credit against the employee's final pay.

17.04 When any item described in paragraph 17.01 above, becomes unserviceable because of normal wear or is damaged in the line of duty, it shall be replaced or repaired as may be ordered by an employee's immediate supervisor of the Fire Chief

17.05 Articles of uniform and equipment may be inspected at least twice yearly by the Fire Chief. The cost of missing Employer-owned articles, missing because of employee negligence, shall be charged to the employee to who said articles were entrusted and shall be deducted from said employee's pay. For this purpose "cost" shall mean the Employer's then current replacement cost without set-off for depreciation or normal wear.

17.06 Upon resignation, retirement, death or separation from the Fire Division, employer-owned equipment shall be returned to a supervisor and shall remain the property of the Employer.

17.07 Subject to the limitations hereby imposed in Paragraph 17.08 below, the Fire Chief may issue regulations which shall prescribe a standard dress code for all employees. Any employee who fails to comply with such regulations upon the second offense shall be sent home without pay and shall be subject to such further disciplinary action as the Fire Chief may prescribe. Inspections for all shifts shall be held whenever the shift supervisor so decides and as the Fire Chief also may prescribe. However, nothing else contained herein shall be interpreted to limit the authority given by statute to the Fire Chief. It shall be understood that during the effectiveness of this contract that it may become necessary for a change to be made in any of the items covered by Article 17, when it becomes necessary to make a change it shall be done upon agreement of the Fire Chief and the Labor Management Committee.

17.08 There shall be three classes of uniform dress, described as follows:

Class "A" Dress Uniform

- A) Appropriate Bell style (male) or wave cap (female) with hat badge and silver expansion trim.
- B) Blazer and slacks\skirt with appropriate trim.
- C) White Elbeco shirt.
- D) Black tie with Kent Fire Department tie clasp. (Lieutenants assigned to Fire Prevention to be Gold)
- E) Black socks (male) black hosiery (female).
- F) Black shoes, Class "A" style, hard leather, smooth toe, low cut, polishable with black laces. Female: low heel, black leather dress shoe. (Tennis type shoes are not acceptable with Class "A" uniform)
- G) Black belt with plain silver buckle.
- H) White Kidd style gloves.

Class "B" Work Uniform

- A) Elbeco light blue shirt with Kent Fire Department patch. Lieutenants assigned to Fire Prevention to be white.
- B) Appropriate badge and name plate.
- C) Department authorized dark blue T-shirt with appropriate titles.
- D) Dark blue dickies style pants/slacks unpleated.
- E) Black belt with plain silver buckle. The silver KFD belt buckle may be worn, gold for Lieutenants assigned to Fire Prevention.

- F) Black or dark blue socks.
- G) Black shoes, "work class" style. May be tennis type shoe provided that they are plain black.
- H) Winter Summer Jacket
- I) Uniform Sweater, Blauer 210 V-neck Sweater

Daily work uniform

- A) Department authorized dark blue T-shirt and /or sweatshirt and/or job type shirt.
- B) Dark blue dickies style pants.
- C) Black belt with silver buckle, KFD buckle is acceptable.
- D) Black shoes, "work class" style.

Class "A" uniform shall be worn for the following functions:

- A) Funerals
- B) Parades as appropriate
- C) Court appearances
- D) Special functions deemed appropriate by the Fire Chief
- E) Presentations other than routine public education.

Class "B" uniform shall be worn for the following functions:

- A) Public education classes

Exception: Instructors for the IFSEP program will not be required to wear the light blue shirt.

Daily work uniforms shall be worn at all other times.

- A) If personnel are assigned to any of the above functions during their tour of duty they shall change to the appropriate uniform.

Employees shall maintain at least one Class "B" uniform in their locker at the respective station in addition to the daily uniform.

Note: During extremely cold weather, at the Officer's discretion, any appropriate clothing may be worn as necessary to stay warm.

17.09 Should the Fire Chief issue regulations which add to any class of uniform, all items so added shall be furnished at the Employer's expense and remain the property of the Employer unless otherwise determined by the Director of Safety by Administrative Order of Regulations. In cases where ownership of added items is given to the employee, such items shall be replaced, as necessary, at the employee's expense. All regulations which prescribe standards of dress shall be subject to the prior notice requirements of Paragraph 6.07 of Article VI of this Agreement.

17.10 If an Employee's contact lenses are damaged in the line of duty, the employer will reimburse the Employee for the cost of the replacement lenses. The Employee shall submit the request in writing along with a copy of payment receipt to the Fire Chief.

ARTICLE 18 GROUP INSURANCE

18.01 The Employer shall continue to provide full-time bargaining unit employees and their eligible dependents with the existing major-medical, dental and vision insurance coverage except as modified by Exhibit A. For any employee hired after the effective date of this Agreement,

coverage shall commence on the first day of employment. Continuing September 1, 2011, bargaining unit members shall pay \$80.00 per month for family plan coverage or \$40.00 per month for single plan coverage. Effective September 1, 2012, bargaining unit members shall pay \$100.00 per month for family/dependent coverage, and \$60.00 per month for individual coverage. Effective September 1, 2013, bargaining unit members shall pay \$120.00 per month for family/dependent coverage, and \$80.00 per month for individual coverage.

18.02 The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in Exhibit B. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to Section 18.01.

18.03 The Union and the Employer agree that ALL employers should pay their fair share of medical fees for their employees. Therefore, it is agreed that if an employee's spouse works or is eligible for insurance under a retirement system plan, and is eligible for coverage through his or her employer's medical, dental, or other insurance plan, then primary coverage must be carried with the primary employer of each spouse to be eligible for medical coverage under the City of Kent's plan. Eligible dependents will be covered by the insurance coverage of the spouse which has the earlier birthday in the calendar year. Eligible dependents for which the City of Kent employee has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Kent medical plan.

The employee must notify the Plan Administrator immediately in writing of the commencement of such group health coverage for the spouse and other dependents. For eligibility determination under this provision, a semi-annual re-enrollment form will be completed by the Employee. The Employer reserves the right to verify this information at any time. Under this provision, the Employer reserves the right to pay your spouse and covered dependent medical claims as a secondary payer, but not primary.

If your spouse is not eligible for the same level of benefits as full-time regular employees, then this rule does not apply.

Implementation is required at your spouse's next earliest open enrollment.

18.04 At no cost to the employee, the Employer shall provide each employee \$50,000 in life insurance and a \$50,000 accidental death and dismemberment benefit.

18.05 At no cost to the employee, the Employer shall provide each employee a time loss weekly benefit equal to 70 percent of weekly earnings up to a maximum weekly benefit of \$325 pursuant to guidelines listed below. The time loss weekly benefit is payable for a maximum of 26 weeks.

Time Loss Weekly Benefit (Short Term Disability) Policy

- A) Purpose. The purpose of the time loss weekly benefit is to provide partial wage or salary replacement for an employee who is unable to perform the essential functions of the employee's position due to a non-work related disabling illness, injury or condition.
- B) Eligibility. A full-time permanent employee who has completed one year of continuous service immediately prior to the date of the disabling condition, who has exhausted accumulated sick leave benefits, and who is unable to perform the essential functions of the employee's position due to a disabling illness, injury, or condition not received in the course of or arising out of any employment covered by any worker' compensation, federal compensation plan, or during any period in which the employee is receiving occupational

injury leave or lost time wages from the bureau of workers' compensation, that will last more than fourteen consecutive calendar days, may make application for the time loss weekly benefit.

- C) **Waiting period.** Payment of the time loss weekly benefit will begin after the employee's accrued sick leave balance has been exhausted, provided that seven (7) calendar days have elapsed since the date of the onset of illness or injury, inclusive of any sick leave hours used. The time loss weekly benefit is payable for a maximum of 26 weeks.
- D) **Application.** The employee shall file an application for the time loss weekly benefit with the employee's appointing authority. The application shall be filed on a form designated by the Employer and shall be filed, completed in its entirety, with the Fire Chief within twenty days of the last day the employee received sick leave pay. The Employer reserves the right to reject applications and/or deny benefits to applicants that do not meet all criteria set forth in this policy.
- E) **Medical Certification.** It shall be the employee's responsibility to provide written documentation to substantiate the cause, nature, and extent of the disabling illness, injury, or condition for which the employee is requesting a time loss weekly benefit. A medical examination report shall be required prior to the granting of any benefits and the employee shall be responsible for the cost of obtaining such report. The employer may request that the employee provide periodic medical certification reports from their attending physician, to continue to substantiate the disabling condition and necessity for remaining off work. The employer also may require a second or third medical opinion based upon a medical examination performed by a physician selected by the Employer, at no cost to the employee, at any time during the period an employee is receiving a time loss weekly benefit, and may discontinue such benefit payment upon receipt of medical certification that the employee is capable of returning to work.
- F) **Payment of benefit.** Time loss weekly benefit will be paid in an amount not to exceed \$325 per week, up to seventy per cent of the employee's base rate of pay, for a period not to exceed twenty-six (26) weeks. Employees may supplement the time loss weekly benefit payments with accumulated vacation, floating holiday, or compensation/paid leave time hours, if applicable, up to a maximum of seventy per cent of regular salary. In no event shall an employee receive more than seventy per cent of his/her regular gross compensation while receiving time loss weekly benefits.
- G) **Continuation of Other Benefits.** The Employer shall continue to provide medical insurance coverage during the period an employee receives a time loss weekly benefit. The Employer shall pay the employee's share as well as the employer's share of retirement contribution to the retirement system on the time loss weekly benefit only. These contributions shall be made in the amounts set forth by law based on the employee's base rate of pay in effect at the time the employee becomes disabled. Holiday and sick leave benefits shall not be paid and accrual of such benefits shall not include credit for the period of time an employee was in time loss benefit status.
- H) **Return to Work.** An employee who is receiving a time loss weekly benefit shall provide medical certification to the Employer that the employee is able to return to work. An employee who is unable to provide medical certification shall not be permitted to return to work. An employee who is unable to return to work must make application with the state retirement system for disability retirement benefits, and during the period of time after which the employee makes such application until their retirement benefits become effective

under the state retirement system, the Employer shall continue to provide medical insurance coverage for the employee.

- I) Subsequent disability. A subsequent disability unrelated to a previous illness, injury or condition shall be considered the same claim if it occurs while an employee is on an approved disability leave, pursuant to this policy. A subsequent unrelated disability that occurs following a previously requested disability leave benefit period shall be considered a new claim. A new waiting period must be served and sick leave time exhausted before the employee will be eligible to receive time loss weekly benefits. A related disability that occurs within one (1) year of a return to active work status will be considered the same disability claim. Benefits may be payable from the first day of the subsequent related disability for any weeks remaining from the initial period of approved time loss weekly benefit, up to a total maximum of 26 weeks. A related disability that occurs beyond one (1) year of a return to active work status will be considered a new disability claim. A new waiting period must be served and sick leave time exhausted before the employee will be eligible to receive a time loss weekly benefit.
- J) Conditions precluding receipt of disability leave benefits. The Employer reserves the right to reject an application for time loss weekly benefits if the application for benefits is the result of criminal or unlawful acts.
- K) Employee's right to appeal decision. An employee may appeal a decision made pursuant to this policy by filing a grievance in accordance with procedures established by way of the respective collective bargaining agreement. Those employees not represented by a bargaining unit may file an appeal through the respective department head with final authority resting with the City Manager.

18.06 The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Human Resources Manager, or to provide information reasonably requested by the Human Resources Manager to establish the eligibility of dependents.

18.07 The Employer has the right to self-insure or change carriers as it deems appropriate, providing the effected coverage remains comparable. The employer shall also have the right to modify existing cost containment procedures or implement additional reasonable cost containment procedures, provided they do not reduce coverage or benefits provided herein.

18.08 The Employer reserves the right to reduce appropriate coverage on retirees who have retired prior to January 1, 1988 when the coverage is already being provided by the Police and Fire Disability and Pension Fund.

18.09 No insurance shall be provided and paid for by the employer, for any employees who retire subsequent to January 1, 2004. The Employer shall continue coverage for retirees who are immediately eligible for retirement benefits, until such benefits become effective.

ARTICLE 19 LONGEVITY BENEFITS

19.01 The Employer shall provide longevity benefits for eligible employees who work a minimum of 80 hours per month. The longevity pay benefits are based upon the length of continuous full-time service with the Employer as described in the following schedule:

COMPLETED YEARS OF SERVICE Effective in 1997	PER MONTH
7 years	\$20.00
8 years	\$20.00
9 years	\$20.00
10 years	\$30.00
11 years	\$30.00
12 years	\$30.00
13 years	\$30.00
14 years	\$40.00
15 years	\$40.00
16 years	\$40.00
17 years	\$40.00
18 years	\$50.00
19 years	\$50.00
20 years	\$50.00
21 years	\$50.00
22 years	\$60.00
23 years	\$60.00
24 years	\$60.00
25 years	\$60.00
26 years	\$70.00
27 years	\$70.00
28 years	\$70.00
29 years	\$70.00
30 years and over	\$70.00

19.02 The longevity benefits shall be calculated annually and shall be paid on the first pay period in the month of December of each year in a pay check separate from the regular paycheck. The longevity benefits shall not be considered when calculating the rate of pay for any overtime hours or paid legal holidays worked.

19.03 The continuous service record of an eligible employee shall be determined by using the date on which the employee was last hired by the Employer. Further, any eligible employee who leaves the employment of the Employer for any other reason than a granted leave of absence, earned sick leave or duty in the Armed Services, shall be considered to have broken his continuous service record. If such employee is later rehired by the Employer, a new continuous service record shall begin as of the day of the hiring.

19.04 Any eligible employee who fails to work a minimum of eighty (80) hours in any given month for any reason other than a granted leave of absence, earned sick leave, or leave while receiving disability insurance payments or while on a work-related injury associated with Workers Compensation, shall be deemed to have forfeited his longevity pay for that month.

19.05 Any eligible employee who should separate employment with the employer shall receive the amount of longevity payment for the amount of the accrument to the time of separation with the employer, based on his previous service record.

**ARTICLE 20
RATES OF PAY**

20.01 Effective at the implementation date of this agreement, all employees shall continue to be paid in accordance with the schedule marked Exhibit "C", attached hereto and incorporated herein. The first year of the agreement represents a 0% increase, and new rates in the second and third year of this agreement shall be reflective of increases of 1.0% and 2.0% respectively for each period.

20.02 During the term of this Agreement, step increases shall be given on the anniversary of the employee's date of hire beginning with the first day of the start of the employee's second year of service with the Employer and continuing annually thereafter until the employee has reached the highest step in his class.

20.03 The Employer may hire new employees, based on previous experience, up to Step 4 of the Salary schedule.

20.04 An employee, who is promoted to a higher class, after having been appointed by the Appointing Authority and having such promotion certified to the Civil Service Commission because of a promotional examination or a temporary emergency appointment, shall be paid at the lowest step in the higher class which will result in at least a six percent (6%) salary increase over the salary established for the class and step in which the Employee had been serving immediately prior to promotion.

20.05 An Employee who, while temporarily filling a promotional position in a higher class, is scheduled to receive a step increase in his permanent class, shall be placed in the higher step in the permanent class, but while temporarily filling the higher position, be paid at the lowest step in the higher class which would result in at least a six percent (6%) salary increase over the salary established for the higher step in the permanent class.

20.06 Effective January 1, 2001, in recognition of the requirement for ongoing maintenance of paramedic certification, the paramedic bonus has been incorporated into the base salary of all bargaining unit members.

It is understood that when funds are available, the Employer shall pay the tuition and costs of books for an employee who is seeking paramedic certification. Similarly, once an employee has been authorized to begin a fire technology certification course, the employee's expense shall be paid, but only for the scholastic quarter or semester for which authorization was granted.

20.07 An employee who is enrolled in an approved paramedic certification or recertification course shall be permitted to attend classes which fall during his hours of scheduled work and the employee shall be considered to be "at work" while in class and traveling to and from class during such hours of scheduled work, it being understood that the employee shall be permitted to leave work at the Employer's Fire Stations only for the minimum amount of time which is necessary in order to allow the employee so to travel to and from and attend such classes.

20.08 No employee shall keep any other compensation, gift or fee from any other party for work performed while the employee is on duty or is paid by the Employer. Should an employee receive such compensation, gift or fees, these amounts or items shall be deposited with the Budget & Finance Director immediately upon receipt thereof by the employee. Should an employee fail to deposit such amounts or items as required hereby, the amount not deposited or the value of the item shall be deducted from the employee's pay.

20.09 Employees who have completed at least fifteen (15) years of service with the Employer and have reached age 48, shall upon retirement from the Employer, receive a lump sum retirement

benefit which shall be equal to one-twelfth (1/12) of the annual salary which shall have been in effect for said employee at the time he or she shall have retired.

Eligibility for this benefit shall be based upon the employee applying for, being approved by and accepting a retirement pension authorized by a public employee's retirement system of the State of Ohio. This benefit may be paid to a qualifying individual one time only. For qualifying employees who retire pursuant to age and service standards, the benefit shall be paid with the final payment of wages or upon receipt from the pension board of formal notification of retirement, whichever is later.

20.10 No employee shall be permitted to accumulate more than three hundred seventy-five (375) hours of accumulated paid leave time, and two hundred fifty (250) hours as of January 1, 2003. Amounts in excess of those permitted shall be scheduled off by the Fire Chief. Accumulated paid leave can be taken in increments of one (1) or more hours, but only with the prior approval of the Employer so long as it does not result in added overtime costs to the Employer.

ARTICLE 21 EDUCATIONAL ASSISTANCE

21.01 Employees who have been in the continuous employ of the Employer for six (6) months may pursue educational courses to supplement their knowledge and increase their skills so that their job performance is broadened to meet the ever-changing demands directly or indirectly related to their particular position. Employees participate in this educational program by:

- A) Attending classes to improve their skill and performance in their present position; or
- B) Preparing themselves for positions in their normal line of promotion by supplementing or building their education along this line.

21.02 At its option, the Employer may authorize through the Safety Director, partial reimbursement of the tuition cost to the Employee who completes an approved course of study and attains a satisfactory grade. The reimbursement rates shall be as follows: for the attainment of the grade of "A", a 100% reimbursement may be authorized; for the attainment of the grade of "B" or equivalent, a 90% reimbursement may be authorized; for the attainment of the grade of "C" or equivalent, an 80% reimbursement may be authorized. No reimbursement shall be authorized for the attainment of the grades "D" or "F", or an incomplete, "pass/fail," or equivalent. Employees must submit evidence of the official grade of the course and a paid receipt documenting payment in full for the class fees.

21.03 Employees who wish to acquire additional education through this educational assistance program should initiate their request through the Fire Chief. In order to qualify for the financial assistance shown above, an Employee must make application on a form available in the Safety Director's Office and receive the approval of the Safety Director prior to enrolling for the course of study involved.

21.04 Each member of the Bargaining Unit shall be entitled to a training allowance in the maximum amount of Five Hundred Dollars (\$500.00) per year for training courses which are approved in advance by the City Manager.

ARTICLE 22 OBLIGATION TO NEGOTIATE

22.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.02 Unless otherwise mutually agreed, or required by this Agreement, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 23 EMPLOYEE EVALUATIONS

23.01 All employees shall be evaluated on an annual basis pursuant to the directives of the City Manager after a review by the Labor Management Committee of the procedure and forms to be used in such evaluations.

ARTICLE 24 DISCIPLINARY PROCEDURE

24.01 This procedure shall apply to all non-probationary employees covered by this Agreement, but shall not affect the rights of probationary employees under civil service law.

24.02 All employees shall have the following rights:

- A) An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

24.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

24.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, times and places, if possible.

24.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

24.06 Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the City Manager, pursuant to Step 4 of the

Grievance Procedure. The appeal must be filed at Step 4 within ten (10) calendar days from receipt of the Notice of Discipline. A failure to submit an appeal within the above time limit shall result in all subsequent appeal rights being waived. Notwithstanding the right of appeal described above, in the event that an employee becomes unable to perform essential job functions due to loss of required certification or other event which renders the employee not qualified to perform such functions, or where the employee's presence would result in a direct threat to the Employer, the Employer, upon learning of such loss of ability to perform essential job functions, or upon direct threat of the employee's continued presence, may suspend the ten (10) day time limit for employee appeal, and may immediately conduct a pre-disciplinary hearing and, upon receipt of the opinion of a hearing officer, impose discipline up to and including termination of employment. Such suspension of time limits for appeal by the Employer shall not bar the employee from subsequently appealing such disciplinary action through Step 4 of the Grievance Procedure as defined in Article 25 of this Agreement.

24.07 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

24.08 Provided a grievance is filed and pursued within the time frames established in Article 25, a suspension without pay may not be imposed prior to the decision at Step 4 of the Grievance Procedure.

24.09 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's inquiry or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

24.09 By agreement to the above process, it is the intent of the Employer and the Union to provide an alternative disciplinary process in place of the disciplinary provisions provided in Ohio Revised Code Chapter 124.

ARTICLE 25 GRIEVANCE PROCEDURE

25.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

25.02 For the purposes of this procedure, the following terms are defined:

- A) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provision of this Agreement.
- B) Aggrieved party - The "aggrieved party" shall be defined only as any employee or group of employees within the bargaining unit actually filing a grievance.
- C) A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays

or holidays as provided for in this Agreement.

25.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3, except one (1) employee selected by such group may process the grievance as the designated representative of the named group. However, grievances can be initiated only by an individually aggrieved employee, and not by a third party grievant. In situations in which monetary relief is sought, the employee who is initially entitled to relief must initiate the grievance.
- D) The preparation and processing of grievances shall not interfere with the employees' normal work duties.
- E) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.
- G) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

25.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor

of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee any answers. The supervisor shall give his answer within five (5) days of the meeting.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Fire Chief within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Fire Chief shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Fire Chief shall issue a written decision to the employee's representative and a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Employer within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Employer, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Employer, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 26 ARBITRATION PROCEDURE

26.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration by submitting to the City Manager a written demand for arbitration. Ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of seven (7) arbitrators and a copy of the request shall be simultaneously mailed to the Employer. The arbitrator will be chosen by each party alternately striking names and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FNCS.

26.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. If there is a doubt as to the arbitrability of the grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he shall then proceed to conduct a hearing on the merits of this grievance. The Arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected employees.

26.03 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 26.

26.04 The fees and expenses of the arbitrator will be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" award, the Arbitrator shall apportion the Arbitrator's costs.

ARTICLE 27 CONTRACT DURATION

27.01 This Collective Bargaining Agreement shall be effective as of September 1, 2011, and shall remain in full force and effect through August 31, 2014, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives a timely written notice to the other of any intent to terminate, modify or amend the provisions of this Agreement.

27.02 If any Article of this Agreement, or any part or application thereof is contrary to law, then to that extent, the Article shall be void and unenforceable, but the validity of the remainder of this Agreement shall not be affected thereby.

27.03 Neither party shall have any obligations to negotiate during the term of this Agreement, except as provided in Section 27.01 above. However, the parties, on a purely voluntary basis, may choose to amend this Agreement. All mutually agreed to amendments or supplements shall be incorporated by reference and made part of this Agreement as though fully written herein. No amendments can become effective until written and signed by both parties.

27.04 This Agreement is the entire Agreement and only Agreement between both parties. It supersedes and voids all other Agreements, practices and understandings. Both parties shall be bound by this Agreement during its term and no specific provision of this Agreement can be changed except by voluntary, mutual written consent, as provided in Section 27.03. However, neither party shall have the duty to bargain about any matter during the term of this Agreement, and both parties expressly waive any right to compel the other to negotiate about any matter during the term of this Agreement.

ARTICLE 28 PROMOTIONAL EXAMINATIONS

28.01 All promotions within the Kent Fire Department to the rank of lieutenant and captain shall be made from the current list available from the Civil Service Commission. A competitive examination administered by the Civil Service Commission will be given in order to maintain such a list. All candidates for promotion to either lieutenant or captain must, prior to taking the examination, have a minimum of three years of employment with the Kent Fire Department and a minimum of five years as a professional full-time firefighter. In addition, an employee must have held the rank of lieutenant within the Kent Fire Department for a period of at least one year in order to be eligible to take the captain's promotional examination.

28.02 The minimum years of service required by Paragraph 28.01 shall be waived if there are not at least three employees eligible and interested in competing for the promotion to lieutenant or at least two employees eligible and interested in competing for the promotion to captain.

28.03 In the event that one of the Lieutenant positions becomes available within the Fire Prevention Bureau the Employer shall promote the highest ranking candidate from the eligibility list established for the classification of Lieutenant to the vacant position of Lieutenant assigned to Fire Prevention. The Lieutenant assigned to Fire Prevention shall be paid a 3% higher wage rate than the Lieutenant classification, as shown in Exhibit C upon completion of six (6) months in the position and successful completion of required certification.

In the event that one of the Lieutenants assigned to Fire Prevention positions becomes available within the Fire Prevention Bureau and a current promotional list is not available, the Employer shall have the right to temporarily assign a firefighter to the Fire Prevention Bureau until the selection process is completed. Said firefighter will be paid at the Lieutenant assigned to Fire Prevention rate of pay. During the period of temporary assignment the firefighter will be assigned to a work schedule of five (5) consecutive eight (8) hour days totaling forty (40) hours per week. Overtime shall be paid for hours worked in excess of forty (40) per week.

Lieutenants assigned to the Fire Prevention Bureau shall be required to complete a three year assignment before change in assignment unless an opportunity arises for promotion or transfer to another lieutenant position. Opportunities for transfer within grade will be offered by time in grade to the lieutenants assigned to Fire Prevention. However, the Chief may delay the effective date of such a transfer if the remaining Lieutenant has been assigned to the Fire Prevention Bureau for less than six (6) months. The Chief may not delay the transfer for more than six (6) months unless he determines to extend it for up to one additional three (3) month period after notice to the employee and his/her representative.

28.04 All promotions or transfers which result in the employee moving to a Lieutenant assigned to Fire Prevention position will receive the Lieutenant Fire Prevention pay of equal step on the pay schedule (Exhibit C).

ARTICLE 29 FUNERAL LEAVE

29.01 Any full-time Employee who is absent from work for the purpose of attending the funeral or preparing for the funeral because of the death of a spouse, parent, child, step-parent, grandparent, including blood/marriage, step-child, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent (in loco parentis) or dependent who lives in the household shall be paid up to one tour of duty. Said tour shall not be counted as sick leave or vacation. However, no

employee will be paid twice for the same day, such as a holiday, nor shall an employee be paid sick leave and funeral pay for the same day.

29.02 Use of Sick Leave for Funeral Purposes. In addition to the funeral leave provisions described above, the Employee will be entitled to take up to twenty-four (24) hours of accumulated sick leave with pay. Additional sick leave for this purpose in special cases may be authorized by the Fire Chief. Documentation must be satisfactory to both the Fire Chief and the Department of Budget and Finance.

In the event of the death of other relatives not defined in Section 29.01, where the employee attends the funeral services, one day of sick leave may be used, providing the employee offers proof of death and relationship with the deceased.

ARTICLE 30 PREGNANCY AND CHILDBIRTH LEAVE

30.01 Any employee shall report a pregnancy as soon as it is an established fact, to her immediate supervisor and the Fire Chief. The employee may request to the Employer, and be granted leave to absent herself from work for pregnancy and childbirth purposes, based on the medical opinion of her doctor related to the ability to perform assigned duties. A form will be made available for this purpose, which will identify the essential job functions, upon which the doctor can make a recommendation regarding continuation of duties.

30.02 The employee will be expected to continue performance of all assigned duties unless or until her doctor orders a cessation of duty. Where there is a question about the suitability of the working conditions or the physical ability of the Employee to perform her job, medical certification may be required on a fitness for duty report.

30.03 The employee may utilize any and all of her accrued sick leave, vacation leave and compensatory time for pregnancy and child birth purposes. If on extended sick leave, Pregnancy/Maternity Leave will be charged at forty hours per week. All other leave will be used in the standard manner.

30.04 As an alternative to this section, the Employee may utilize the Personal Leave procedure identified in Article 32 of this agreement.

30.05 The employee may use up to six weeks of leave after the birth, unless conditions require additional time off and is certified by the attending physician.

30.06 The employee is eligible for a "Limited Duty Assignment-Non-Duty Related" assignment as defined in Article 34 of this agreement. One such limited duty assignment may be utilized during a single pregnancy/maternity period. This may be utilized during the pregnancy period, or as a portion of the preparation for return to full duty.

30.07 The employer shall maintain the Employee's health insurance during her leave.

ARTICLE 31 EMPLOYEE ASSISTANCE PROGRAM

31.01 The Employer and Union recognize the value of counseling and assistance programs to those employees who have personal and medical problems (e.g. alcoholism, drug habits, etc). The Employer and Union will attempt to aid such employees who request assistance with such problems. The Employer and Union will encourage, or, under certain circumstances, refer the employee for professional assistance through the use of an established EAP. The cost of providing such an established EAP will be borne by the Employer.

31.02 Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential and shall remain separate from other personnel materials, unless necessary for job evaluations and disciplinary action.

31.03 Employees participating in an Employer-approved program may, at the Employer's discretion, be entitled to use their accumulated vacation time, sick leave, or other appropriate benefits.

ARTICLE 32 PERSONAL LEAVE

32.01 Covered employees may be entitled to unpaid personal leave of up to twelve (12) weeks during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period for purposes of the Family and Medical Leave Act of 1993 (FMLA) shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave. Unpaid leave will be considered by the Employer after accumulated paid leave of the Employee has been utilized to the extent it is available for the twelve week period.

32.02 Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

- A) To care for the Employee's child after birth, or placement for adoption of foster care;
- B) To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or
- C) For a serious health condition which makes the Employee unable to perform his job.
- D) For incapacity due to pregnancy, prenatal medical care, or childbirth.

32.03 Advance notice and Medical Certification: The Employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

- A) The Employee must provide thirty (30) days advance notice when the leave is foreseeable.
- B) Medical certification may be required to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

32.04 Job Benefits and Protection: During the use of personal leave for family or medical reasons, the following rights will be retained by the Employee:

- A) The Employer will maintain the Employee's health coverage under any "Group Health Plan".

- B) Upon return from leave, Employees will be restored to their original position or equivalent position with equivalent pay, benefits, and other employment terms.
- C) The use of this personal leave will not result in the loss of any employment benefit that accrued prior to the start of the Employee's leave, such as seniority, time earned towards vacation accrual, or step pay levels.

32.05 Employer's Responsibilities:

- A) During the use of personal leave for family or medical reasons, the Employer agrees not to interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) of 1993.
- B) The Employer will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

32.06 Military Family Leave Entitlements

- A. Up to twelve (12) work weeks of unpaid leave during a twelve month period to handle qualifying exigencies for eligible employees with a spouse, son, daughter or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.
- B. Up to twenty-six (26) work weeks of unpaid leave during a twelve month period to care for a covered service member. A "covered service member" for purposes of this provision is a current member of the Armed Forces, including a member of the National Guard or Reserves:
 - Who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is under going medical treatment, recuperation, or therapy;
 - Or is in outpatient status;
 - Or is on the temporary disability list.
- C. For any provisions of the applicable sections of USERRA or FMLA that are not addressed in this section 32.06 Military Family Leave Entitlements, the appropriate section of USERRA or FMLA regulations will apply.

32.07 Enforcement of these provisions is subject to the standard grievance and arbitration process of this agreement, but upon its conclusion, does not bar the investigation and resolution of complaints authorized by the U.S. Department of Labor, or the proper bringing of a civil action by an eligible employee.

ARTICLE 33
ADA COMPLAINT PROCEDURE

33.01 For all Bargaining Unit Employees, any complaints arising from the American Disabilities Act (ADA) shall be handled through the grievance procedures specified in Article 25.

ARTICLE 34
LIMITED LIGHT DUTY: NON-DUTY RELATED

34.01 Any employee who is on non-duty related extended sick leave or pregnancy/childbirth leave may request a Limited Duty Assignment from the Fire Chief. This request must be in writing and accompanied by proper medical authorization from the attending physician.

34.02 The employee's medical authorization to return to work, or continued recommendation to remain away from work, will be on a fitness for duty report provided by the Fire Chief. Interim medical reports may also be required by the Fire Chief during the Limited Duty assignment. This benefit generally shall be considered as a preparatory period prior to return to full duty, and is limited to a maximum of three consecutive pay periods, with only one such assignment available during the same illness, injury, or condition which prohibits full duty. One such limited duty assignment may be utilized by a female employee during the full cycle of a pregnancy/childbirth period.

34.03 Work schedule, duties performed, and hours worked will be mutually discussed between the Employee and the Fire Chief, and will be based on the fitness for duty report. No Employee will be required to perform duties that may cause aggravation of their injury or illness. In the case of disputes, a second medical opinion will be obtained, which will be paid for by the City. Work schedules will not exceed forty hours per week.

34.04 The Employee may be assigned to job-related training classes as a part of this assignment, and provided the duties are medically approved.

34.05 Leave time charged as a result of partial time off while performing limited duty assignments will be determined by subtracting actual hours worked from forty hours.

34.06 Any employee who may be eligible to participate in the benefits of the Police and Fireman's Disability and Pension Fund shall apply for such benefits as may be available and be payable from such pension fund if a disability will be one of a long term duration. Long term shall be defined for the purpose of this Agreement to mean a disability in excess of six (6) months in duration at which time there is no predictable return to work foreseen.

ARTICLE 35
ANNUAL MEDICAL EXAMS

35.01 Employees of the fire department shall receive an annual medical exam at no cost to the employee. This medical exam shall include the following but is not limited to:

- 12 lead ECG
- Complete blood work up, Lipid, CBC, UA with Micro, HIV test
- Vision screening
- Hearing screening
- Chest x-ray – One (1) per contract unless otherwise required by physician
- Pulmonary function test
- Stress test – to be determined by examining physician, at age 40, every two (2) years thereafter, unless otherwise directed by a physician
- PSA test
- Prostate screening – annually after age 40, earlier if determines a need

- Non-A, Non-B hepatitis test if determined appropriate by medical practitioner.
- Annual TB Test

This section is meant to define the current practices that are in place. For said medical exams, employees shall be seen by an "Occupational Medical Doctor", selected by Employer. Physician assistants will not be acceptable. After completion of the medical exam, the Fire Chief shall receive a form for the employee's personal file from the said Medical examiner that states "Fit for duty" or "Not fit for duty". Employees shall receive the complete results of the comprehensive medical exam in its entirety and a copy of the fit for duty statement in a sealed envelope.

35.02 The annual medical exam shall be reviewed at the request of either party by the Labor-Management Committee and may be modified by mutual agreement of the parties.

35.03 A) In the event that such medical examination discloses a condition which the examining physician determines will impair the employee's health in relation to job performance, the employee may return to the Employer's medical facility for the first level of follow-up examination, at the Employer's expense.

B) As an alternative, such employee may obtain a second opinion, at his own expense, of the findings of the initial medical examination.

C) If a disagreement exists between the employee's and the employer's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and the employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid equally by the employee and the employer.

D) Additional treatment after the examination phase shall be undertaken with the employee's personal physician, and pursuant to the benefits provided through the employer's health care insurance benefits.

35.04 Should the employee be required by a physician to be off work, based on the findings of the medical examination and the opinion of the physician, said employee shall be entitled to use all available paid leave, until such time as he is released to return to work by his physician, subject to other appropriate provisions of this Agreement.

35.05 If such medical absence is caused by a work incurred injury or illness, such paid leave shall be subject to other appropriate provisions of this Agreement.

35.06 At appropriate medical intervals, employees shall have the option of testing for Tuberculosis and/or hepatitis at the direction of the Employer's medical facility, and as may be recommended by exposure of the Employee to such a contagious disease. If the Employee feels that such a test is necessary due to the suspicion of exposure, the employee may receive such a test administered by the Employer's medical advisor of such a request. The expense of such test shall be borne by the employer. All necessary work exposure reporting shall be completed by the employee pursuant to department or city procedures, and shall become a part of the employee's permanent medical record.

SIGNATURE PAGE

The parties have caused this Agreement to be executed by their duly authorized representatives as of the ____ day of _____, 2011.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

CITY OF KENT

Robert P. Colecchi
President, IAFF Local 721

Dave Ruller
City Manager

Jeff Coffee
Fire Fighter

William C. Lillich
Safety Director

Brock Murphy
Fire Fighter

James Williams
Fire Chief

Matt Mathis
Fire Fighter

Elizabeth Zorc
Human Resources Manager

K # 28106

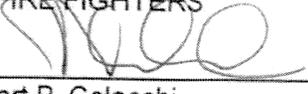
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SIGNATURE PAGE

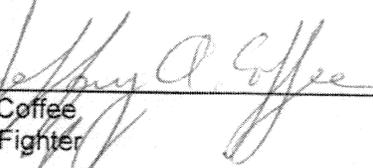
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The parties have caused this Agreement to be executed by their duly authorized representatives as of the 31st day of Oct., 2011.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



Robert P. Colecchi
President, IAFF Local 721



Jeff Coffee
Fire Fighter

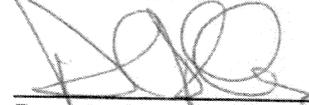


Brock Murphy
Fire Fighter



Matt Mathis
Fire Fighter

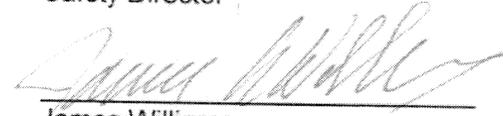
CITY OF KENT



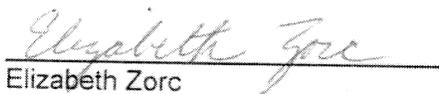
Dave Ruller
City Manager



William C. Lillich
Safety Director



James Williams
Fire Chief



Elizabeth Zorc
Human Resources Manager

Memorandum of Agreement
Between the City of Kent, and
Kent Fire Fighters Local 721

Subject: Supplemental use of the position of Paid-On-Call Firefighter

The City currently has a "Paid-on-Call" Program and the Union has no objection to the current practices. The Union stands ready, willing and able to review and consider any new specific proposals regarding the "Paid-on-Call" program which are presented to it by the City. Such specific proposals may include supplemental staffing, EMT training and assignments, and emergency fire call-in of Paid-on-Call employees. The City has explained it is not its intent to replace permanent employees with Paid-on-Call employees.

For the Employer */s/ Lewis Steinbrecher*

For the Union */s/ Robert J. Deitrich*

Date Signed *January 22, 2004*

MEMORANDUM OF AGREEMENT
between the
CITY OF KENT
and the
KENT FIRE FIGHTERS ASSOCIATION
LOCAL 721
regarding the
PERSONNEL ASSIGNED TO THE FIRE PREVENTION BUREAU

The current firefighter in the Fire Prevention Bureau is to be offered the new Lieutenant position. If he refuses, the Chief may hold him in assignment while transitioning a replacement.

/s/ Lewis Steimbacher
For the Employer

/s/ Robert J. Dietrich
For the Union

Date Signed: January 22, 2004

MEMORANDUM BETWEEN THE CITY OF KENT
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 721

To: Robert J. Dietrich, President
International Association of Fire Fighters Local 721

From: Lew Steinbrecher, City Manager

Subject: Labor-Management Committee Referrals

Date: December 22, 2003

During our recent contract negotiations, the City and Union referred discussions about the following matter to the Labor-Management Committee.

1. Fitness for Duty Report. Any changes to the current form will be referred to the Committee.
2. Promotional Study Material. Any changes in the required study materials will be referred to the Committee.
3. New Hire Schedules. The Chief schedules new fire fighters for better training and familiarity with the department. The Union may refer its concerns about scheduling to the Committee.
4. Reasonable Suspicion Drug and Alcohol Policy Checklist. Any changes to the current form will be referred to the Committee.

/s/ Lewis Steinbrecher 1/22/04
FOR THE CITY

/s/ Robert J. Dietrich
FOR THE UNION

EXHIBIT A

MEDICAL, DENTAL AND VISION BENEFITS

MEDICAL

Cash Deductibles:

	Effective	<u>January 1, 2006</u>
Insured Person Deductible	\$260
Family Deductible	\$520

Benefit Percentage (paid by the Plan)

- Network 90% of the Network Provider Charge unless specifically noted otherwise
- Non-Network 80% of Reasonable & Customary(R&C) unless specifically noted otherwise

Deductible is waived and Plan pays 100% of R&C for the following:

- The first \$3,000 of Covered Expense incurred for hospital charges during any illness while the insured person is confined to a hospital (additional eligible expenses are payable subject to the calendar year deductible amount and out-of-pocket maximum).
- The first \$250 of Covered Expense incurred as a result of an accident (treatment within 72 hours).
- Optional second surgical opinion - maximum benefit payable of \$150 per opinion.
- One Pap test and mammogram, routine or with diagnosis, per calendar year.
- Effective January 1, 2007 covered expense up to \$750 incurred for "well baby" care during the first year after birth of a dependent.
- Effective January 1, 2007, all 'well baby' immunizations from birth through age two (2), if such immunizations are obtained from a network provider. Covered immunizations shall be those most currently recommended by the Advisory Committee on Immunization Practices (ACIP), as listed on the "Centers for Disease Control and Prevention; Recommended childhood and adolescent immunizations schedule". The Plan will pay 80% of R&C of covered immunizations if the immunizations are not through a network provider.

In addition, the Payment Rate shall be 100% for all Covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.

The Coinsurance Limit for an insured person is reached when \$4,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limit for a family is reached when \$8,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limits do not include the Cash Deductible.

Deductible is waived on account of:

- Covered Expense incurred for surgery performed while not hospital confined.
- Through December 31, 2006, Covered Expenses up to \$750 incurred for “well baby” care during the first years after birth of a dependent (immunizations only up to age 2).
- Covered Expense incurred up to \$200 per family per year for physical examination of the employee or his/her family by a physician, but excluding an eye examination for the purpose of prescribing corrective lenses or any dental examination.

Note: Well Child Care expenses for a Dependent child age one to age nine are first considered for reimbursement under the Routine Physical Examination benefit above. If the Routine Physical Examination Family Maximum is exhausted, then Well Child expenses are reimbursed subject to the Calendar Year Deductible Amount, Benefit Percentage and Out-of-Pocket Maximum, not to exceed a maximum payable of \$150 per Calendar Year under the Routine Physical Examination benefit and Well Child Care benefit combined.

Maximum Out-of-Pocket Liability:	<u>Effective January 1, 2006</u>
Network	
Individual coverage	\$ 660
Family coverage	\$1,320
Non-Network	
Individual coverage	\$1,060
Family coverage	\$2,120

The maximum out-of-pocket liability does not include expenses incurred because of failure to comply with the Hospital Pre-Admission Certification requirement.

Benefit Limits (lifetime):

Members who are entitled to Medicare	\$5,000
All other members	\$ 2,000,000

Benefit Limits (subject to the Overall Lifetime Maximum):

- Covered Expense for diabetic instruction programs shall not exceed \$100 per calendar year.
- Covered Expense for charges by a chiropractor or podiatrist shall not exceed \$400 per year per family.
- Covered Expense for a skilled nursing facility shall not exceed 100 days per calendar year.

DENTAL

Dental Cash Deductible:

Insured Person Deductible	\$ 50
Family Deductible	\$ 100

Payment Rates:

- 80% of Covered Expense for all services and supplies, except as specified below.
- 100% of Covered Expense for Class I preventive dental services (examination and fluoride treatment) not more than twice per year for each insured person. Class I preventative dental x-ray not more than once per year.

Dental Expense Benefit Limits:

- Calendar year limit for payment of Covered Dental Expense, other than for orthodontics and Periodontics \$1,000
- Calendar year for orthodontics \$750
- Calendar year for periodontics \$1,000

VISION

100% of Covered Expense incurred for benefits listed below, up to the stated limits, if any; however, no Covered Expense incurred for a benefit listed below is payable under Medical.

Covered Expense for vision care shall not exceed:

- Eye refraction \$44
- Glasses, per pair
 - with single vision lenses \$88
 - with bi-focal lenses \$110
 - with tri-focal lenses \$154
 - with lenticular lenses \$264
- Contact lenses, each \$120

- However, in no event shall the maximum exceed \$264 per one pair of lenses during any period of 24 consecutive months, or 12 consecutive months for children dependents. If contact lenses are necessary after cataract surgery or for correcting visual acuity to at least 20/70 in one eye when such correction cannot be achieved in either eye with other lenses, the maximum shall be \$220 each.

MISCELLANEOUS

- Unmarried children who are at least 19 but less than 23 years of age are covered if they depend on the insured person for financial support and are enrolled as students in regular full-time attendance at a high school, college or university.
- Following a lay-off, a full-time employee and his/her eligible dependents will continue to be insured for not more than sixty (60) days.
- There shall be a carry-over of cash deductible for covered expenses incurred in last three months of calendar year.

Cost Containment:

- Mandatory second surgical opinion.
- No coverage for charges incurred as a result of admission to a hospital that occurs between Thursday midnight and Sunday noon unless it is an emergency admission certified by the physician.

- Pre-certification for a hospital admission.
- Right of subrogation.

EXHIBIT B

Prescription Drug Plan

- The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a fifteen (15) day supply of a prescription drug that is needed on an emergency basis. Effective January 1, 2007, the deductible (per prescription) will increase to \$7.50 for generic drugs, \$15.00 for formulary drugs, or \$25.00 for non-formulary drugs.
- Non-emergency prescriptions or prescriptions in excess of the initial fifteen (15) day supply must be purchased directly from the prescription drug plan provider. Postage paid envelopes and a toll free telephone number will be provided. Covered drugs furnished by the prescription drug plan provider will be provided completely free of charge with no deductible or co-payment. Effective January 1, 2007 Covered drugs furnished by the prescription drug plan provider will require a deductible (per prescription or refill) of \$15.00 for generic drugs, \$30.00 for formulary drugs, and \$50.00 for non-formulary drugs with no deductible or co-payment.
- Covered Expenses under the prescription drug plan are limited to "legend drugs" used in the treatment of illness or injury. "Legend drugs" are those which cannot be dispensed without a prescription.
- Covered Expense under the prescription drug plan does not include expenses for:
 - Drugs obtained without a prescription.
 - Therapeutic devices such as hypodermic needles, syringes, support garments and non-medical substances, except materials relating to the injection of insulin. (EpiPen and EpiPen Jr. are covered.)
 - Administration drugs.
 - Drugs limited by federal law to investigational use.
 - Drugs dispensed while you are confined in a facility which provides medical care.
 - Drug refills in excess of the number stated by the doctor.
 - Drug refills dispensed more than one year after the date of the prescription.
 - Immunization agents, biological sera, and blood or blood plasma.
 - Contraceptive drugs or materials.
 - The prescription drug plan provider will supply up to a 90 day supply of maintenance medication when authorized by the prescriber.

EXHIBIT C

	Effective	August 29, 2011		to reflect an increase of 0.0%			
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		<u>Firefighter</u>	Annual 2080 Rate	45,919.87	50,598.63	52,938.05	55,506.77
	2600 Rate	22.08	24.33	25.45	26.69	28.03	29.35
		17.66	19.46	20.36	21.35	22.42	23.48
<u>Lieutenant</u>	Annual 2080 Rate	N/A	N/A	58,837.20	61,803.18	64,720.57	67,020.28
	2600 Rate	N/A	N/A	28.29	29.71	31.12	32.22
		N/A	N/A	22.63	23.77	24.89	25.78
<u>Lieutenant</u>	Annual 2080 Rate	N/A	N/A	60,602.33	63,657.27	66,662.18	69,030.88
<u>Fire Prevention</u>	2600 Rate	N/A	N/A	29.14	30.60	32.05	33.19
		N/A	N/A	23.31	24.48	25.64	26.55

	Effective	August 27, 2012		to reflect an increase of 1.0%			
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		<u>Firefighter</u>	Annual 2080 Rate	46,384.00	51,105.60	53,456.00	56,076.80
	2600 Rate	22.30	24.57	25.70	26.96	28.31	29.64
		17.84	19.65	20.56	21.56	22.64	23.71
<u>Lieutenant</u>	Annual 2080 Rate	N/A	N/A	59,425.60	62,420.80	65,374.40	67,683.20
	2600 Rate	N/A	N/A	28.57	30.01	31.43	32.54
		N/A	N/A	22.86	24.01	25.14	26.04
<u>Lieutenant</u>	Annual 2080 Rate	N/A	N/A	61,214.40	64,292.80	67,329.60	69,721.60
<u>Fire Prevention</u>	2600 Rate	N/A	N/A	29.43	30.91	32.37	33.52
		N/A	N/A	23.54	24.72	25.90	26.82

	Effective	August 26, 2013		to reflect an increase of 2.0%			
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		<u>Firefighter</u>	Annual 2080 Rate	47,320.00	52,124.80	54,516.80	57,200.00
	2600 Rate	22.75	25.06	26.21	27.50	28.88	30.23
		18.20	20.04	20.97	21.99	23.09	24.18

	Rate						
<u>Lieutenant</u>	Annual	N/A	N/A	60,611.20	63,668.80	66,684.80	69,035.20
	2080						
	Rate	N/A	N/A	29.14	30.61	32.06	33.19
	2600						
	Rate	N/A	N/A	23.32	24.49	25.64	26.56
<u>Lieutenant</u>	Annual	N/A	N/A	62,441.60	65,582.40	68,681.60	71,115.20
	2080						
<u>Fire Prevention</u>	Rate	N/A	N/A	30.02	31.53	33.02	34.19
	2600						
	Rate	N/A	N/A	24.01	25.21	26.42	27.36

EXHIBIT D

City of Kent and Kent Fire Fighters Association Local 721 Substance Abuse Policy

I. POLICY

It is the policy of the City of Kent to maintain a safe, healthy and efficient work environment. All property and equipment owned by the City of Kent is hereby designated and declared to be a "Drug-Free Workplace." Improperly being under the influence of a drug or alcohol in the work setting poses serious safety risks to the user, co-workers, and the general public that we serve. The use, sale, purchase, possession or transfer of an illegal substance, or the improper use or influence of a legal substance or alcohol in the work setting, poses an unacceptable health and safety risk to parties protected by this policy. Therefore, The City and the Union will not tolerate the illegal or improper use, presence or effect of drugs or alcohol in the work setting. And finally, it is the joint policy of the City and the Union to provide for employee drug and alcohol testing, treatment and/or discipline for violation of the rules included herein.

II. PURPOSE

The purpose of this Policy is:

1. To publish a formal policy regarding being under the influence of improper, illegal drugs or alcohol in the workplace and to notify employees of the consequences of illegal use, possession, distribution, or manufacture of controlled drugs or alcohol in the workplace;
2. To establish terms, conditions and procedures regarding the drug and alcohol testing of bargaining unit members;
3. To provide the opportunity for rehabilitation of employees who have drug or alcohol problems for the betterment of their families, their employer and the community.
4. To provide guidelines as to how the City will notify employees of this policy by:
 - a. Providing to each employee a copy of the policy, and obtaining a written acknowledgement from each employee that the policy has been received and read.
 - b. Announcing the policy in various written communications and making presentations at employee meetings.

III. DEFINITIONS

The following terms and definitions will guide the application of this policy, rules and guidelines:

Alcohol any beverage that contains ethyl alcohol, including but not limited to beer, wine and distilled spirits.

Alcohol-Under the Influence for the purposes of this policy, employees are under the influence of alcohol if they report to work with a blood alcohol level of 0.02% or greater.

Anti-Drug Program Manager the City's designate of some administrative responsibilities within this policy, the Human Resources Manager is hereby designated as the anti-drug program manager. The program manager will consult and assist with the Fire Chief in administering the regulations of this policy and facilitate the training required by this policy.

Contraband any article, the possession of which on City premises or while conducting any City business causes an employee to be in violation of this policy or any law. Contraband includes illegal drugs, alcoholic beverages or drug paraphernalia.

Drug testing the scientific analysis of urine, blood or breath for the purpose of detecting a drug or alcohol.

Employee all members of the bargaining unit. Employees of the City and all job applicants.

Employer premises or employer facilities all city property including, but not limited to, the offices, facilities, owned or leased vehicles and equipment wherever located, and any area that an employee while working is assigned to perform work-related tasks.

Fire Chief shall include the person designated to act in the absence or unavailability of the Fire Chief.

Illegal drug any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a dosage level other than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer; and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), and so-called designer drugs and look-alike drugs.

Legal drug any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.

Medical Review Office is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

Reasonable belief a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices and erratic conduct indicative of impairment are examples of "reasonable belief" situations.

Reasonable suspicion shall be based upon personal observations by a trained supervisor that must be documented in writing at the time of the observation. Reports of substance abuse or abnormal behavior that is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous or informal reports shall not constitute grounds for testing unless allegations of substance abuse or abnormal behavior have been investigated by a trained supervisor and are documented in writing.

Reasonable suspicion checklist A supervisory guide for assessing reasonable suspicion in drug and/or alcohol suspicion. An initial form has been established through this collective bargaining process, which is defined as the 12/4/03 version. The form may only be amended by agreement between the Union and the City, through a Memo of Understanding, if needed.

Refusal to submit (to an alcohol or controlled substance test) an employee (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine or blood for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine or blood testing, or (3) engages in conduct that clearly obstructs the testing process.

Substance Abuse Program (SAP) a recognized and certified rehabilitation program that an employee may choose to participate as a resource of medical or EAP referral.

Under the influence a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis and in some cases by the opinion of an informed observer.

Workplace is any facility or equipment owned by the City, or any facility or location where an employee performs any work-related duty on the City's behalf.

IV. PROHIBITED ACTIVITIES

The following rules shall apply to the conditions and procedures described in this policy:

Legal Drugs

- a. An employee whose medical therapy requires the use of a controlled substance that could cause impairment must report such use to his or her supervisor prior to the performance of any City business. The supervisor who is so informed will contact management officials for guidance.
- b. The Employer at all times reserves the right to judge the effect that a legal drug may have on job performance and to restrict the using employee's work activity or presence at the workplace accordingly. If, after notification of the supervisor, the employee appears to be impacted by the use of such a prescription or medication, the supervisor may do a reasonable observation of the employee, and direct the employee to take sick leave for the remainder of the assigned work period.

2. Illegal Drugs and Alcohol

- a. The use, sale, purchase, transfer, or possession of an illegal drug or of alcohol by any employee while on City premises or while performing City business is prohibited. City employees shall not possess, use, or be under the influence of illegal drugs or alcohol or contraband while on the premises of the City, performing work-related duties for the City, or in the position of appearing to be working for the City.
- b. Employees will comply with requests for drug testing that are based upon reasonable suspicion or are consistent with the procedures and guidelines outlined in this policy.
- c. Employees will notify management personnel in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after such conviction.

V. EDUCATION

City personnel shall be trained in the work-related impact of substance abuse issues as follows:

1. Employees are to be informed of:
 - a. Recognizing symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
 - b. The health and safety dangers associated with drug and alcohol use.
 - c. The basic categories of drugs and their effects.
 - d. The provisions of this policy, and understanding the methods of the City's drug and alcohol testing procedures.

In addition to the above information, supervisors and other management personnel are to be trained in:

- a. To effectively and appropriately document reasonable suspicion cases.

- b. To implement disciplinary measures appropriately.
 - 1) Detecting the signs and behavior of employees whom may be using drugs or alcohol in violation of this policy.
 - 2) Intervening in situations that may involve violations of this policy.
 - 3) Recognizing the above activities as a direct job responsibility.

VI. DRUG OR ALCOHOL TESTING

The Employer may perform drug and alcohol testing:

1. Of any employee who manifests "reasonable suspicion" behavior will be subject to urine and/or blood drug testing immediately.
2. Of any employee who is involved in an occurrence/accident/incident that results in or could result in the filing of a Workers' Compensation claim (defined by the filing any state specific First Report of Injury) and any employee directly involved in causing the occurrence/accident/incident to take place may be subject to blood, breath or urine testing.
3. Of any employee who has been involved in a motor vehicle accident that has resulted in death or serious injury, significant property damage, and in which the employee may have had some causative effect on the occurrence of the accident.
4. An employee's consent to submit to drug or alcohol testing is required as a condition of employment and the employee's refusal to consent will result in disciplinary action, including discharge, for a first refusal or any subsequent refusal.
5. An employee who is tested in a "reasonable suspicion" situation may be placed on administrative leave pending receipt of written test results and whatever inquiries may be required.
6. An Employee who has been ordered to submit to required testing may notify and request the assistance of a Union representative through the steps of this process, provided the Union representative is capable of responding in a timely fashion in order to meet the time requirements of these procedures.

A. TESTING TYPES

This policy covers the following types of tests:

Post Accident/Incident Tests:

1. A decision whether or not to administer a post accident/incident test shall be made by the Fire Chief provided that he/she was not involved in the accident/incident. If the Fire Chief was involved in the accident/incident, the Safety Director will make the decision. The determination to test shall be based on the best information available at the time.
2. An alcohol test should be administered within two (2) hours following the accident/incident and the City shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours of the City's request shall be deemed a "refusal."
3. The urine or blood sample for a post-accident/incident drug test shall be collected as soon as possible and the City shall cease attempts to administer a post accident/incident drug test thirty-two (32) hours following the accident/incident. Failure to submit to a test within eight (8) hours of the City's request shall be deemed a "refusal."
4. The employee shall not ingest any alcohol or drugs until testing has been completed.
5. Implementation Procedures:
 - a) Any driver involved in a reportable accident/incident as defined by this policy shall

notify the Employee's supervisor at the first available opportunity after the accident/incident. The supervisor shall notify the Department Head, and then shall arrange for transportation to the collection site. However, if local law enforcement officials are on the scene of the accident/incident and request the driver to undergo urine and/or breathe tests, the driver shall simply comply with those demands.

b) In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the City any information necessary to indicate the presence of any controlled substance or alcohol in his/her system.

c) The Department Head or designate will be responsible for seeing that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident/incident. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody- Failure or refusal to sign the acknowledgement form or to submit to these tests shall be considered as refusal to test, subjecting the employee to removal from service, and is cause for a charge of insubordination and will result in disciplinary action, which could include discharge. The City shall obtain and retain a copy of the completed Accident/incident Report Form, including a notation of the citation, for any accident/incident, and state whether testing is or is not required. This Accident/Incident Report Form will be kept in the Fire Chief's office.

B. Reasonable Suspicion Tests:

1. Reasonable suspicion testing shall be required when a trained supervisor suspects that an employee is under the influence of a prohibited substance. Reasonable cause test referrals shall be based on objective facts, circumstances, or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition

2. An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor who is trained in the detection of prohibited substances use under this policy can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators of probable drug use, as documented in writing on a Reasonable Suspicion Checklist form.

3. A supervisor who has reasonable suspicion that an employee is unfit for duty must:

a) Prohibit the employee from working or continuing to work by putting him/her on paid administrative assignment.

b) Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the City for testing. After testing, arrangements should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

c) Prepare appropriate documentation and take appropriate disciplinary action;

d) Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure will merit appropriate disciplinary action, which could include discharge.

e) The Supervisor shall notify the Fire Chief.

f) If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test

C. Return to duty tests:

1. Return to duty testing will take place as a part of a fitness for duty analysis by the City's MRO.
2. Results will be reported through the standard testing and test results procedure.

D. Follow-up tests:

1. Follow-up testing will be required if an employee has previously been found in violation of this substance abuse policy, and has entered a treatment program as a condition of a return to work.
2. The process for scheduling and administering the follow-up tests will continue for a twelve month period, with up to six tests being administered on an irregular and unpredictable basis.
3. This process will be administered by the City's Anti-Drug Program Manager.

F. Testing procedure

The following test procedure shall apply to all employees

1. Blood and/or urine specimens shall be collected by trained personnel, the City's MRO, or at an accredited medical facility when necessary after an accident/incident.
2. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee.
3. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (53 Fed. Reg, 11970 4/11/88),
3. Federal standards shall be used to determine what levels of detected substances shall be considered positive, Current Federal Regulations shall be controlling in case of change or conflict.
4. Analysis shall be conducted to determine the presence of alcohol through the same or similar medically recognized process.
5. At the time the urine and/or blood specimen is collected; two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the City's expense. Sample one (1) will be split into two (2) parts (A and B). If the results of the first screen (A) are positive, the medical provider or testing facility will conduct a second screening using a different methodology on the second part (B) of the first sample. The second test will be by gas chromatograph, if at all possible.

If both screenings from the first sample test positive, then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved DHHS laboratory chosen by the employee. All test results are to be reviewed by the MRO before being released. If the second test is negative, the City shall bear the cost of the second test and no further action will be pursued.

G. Test Results; Discipline:

1. All test results shall be treated as confidential medical records.

2. If the results of the test show that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed:

- a. The MRO shall first contact the employee testing positive, then notify the employer.
- b. The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered.
- c. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS-approved laboratory.
- d. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding.
- e. For a first offense of the Substance Abuse Policy, (alcohol over 0.02% or any positive drug test), an employee will be given an opportunity to participate and successfully complete a rehabilitation program.
- f. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline.
- g. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient Substance Abuse Program, said employee shall sign a release of medical information statement and all drug-test results, records of admission progress, discharge and after-care will be forwarded to the City. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working, and the employee has passed a Fitness For Duty Assessment conducted by the City's MRO.
- h. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after-care programs.
- i. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over 0.02% is a positive test for these purposes.
- j. The employee is subject to unannounced testing that consists of up to six (6) tests in the first twelve (12) months following the employee's return to duty. Based on the recommendation of the SAP, the City may continue follow-up testing for an additional one (1) year.
- k. These disciplinary guidelines shall apply to circumstances relating to suspected or confirmed substance abuse incidents, but do not preclude other disciplinary action as prescribed or appropriate by other performance-related guidelines.

VII. POSSESSION; DISCIPLINE:

1. Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on City premises or while on City business will be discharged.
2. Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be subject to discipline up to and including discharge.
3. Any employee who is found to be in possession of contraband in violation of this policy will be subject to discipline up to and including discharge.

4. Any employee who is found through drug or alcohol testing to have in his or her body a detectable amount of an illegal drug or alcohol will be subject to discipline according to the process in the collective bargaining agreement up to and including discharge.

In the case of substances other than alcohol, and depending on the circumstances of the case and the disciplinary record of the employee involved, the employee may be offered a one-time opportunity (last chance agreement) to enter and successfully complete a Substance Abuse assessment that has been approved by the City. During rehabilitation, the employee will be subject to unannounced drug or alcohol testing. Upon return to work from rehabilitation, the employee will be subject up to six (6) unannounced drug or alcohol tests for a period of 12 months. Any test that is confirmed as positive during or following rehabilitation will result in discharge.

In the case of a disciplinary finding relating to alcohol in excess of 0.02 percent, the one-time opportunity agreement will remain in effect for five years.

VIII. VOLUNTARY ASSISTANCE

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave during the course of Substance Abuse Program treatment is subject to reasonable limitations, terms of the Collective Bargaining Agreement and the City's insurance policy.

IX. EMPLOYEE ASSISTANCE PROGRAM

1. The City shall make available to the Employee the services of an EAP for initial substance abuse assessment or treatment.
2. The City may make a mandatory administrative referral of the Employee to the EAP for these services.
3. Continuing City liability will be limited to Health Insurance benefits.

X. REPORTS

The following guidelines shall apply to the results of all substance abuse tests,

1. All tests results shall be treated as medical records, and will be maintained in a separate employee medical file, except as their use may be required under legal mandate, or for disciplinary purposes.
2. Negative test results of applicants shall be maintained for one year.
3. Positive test results shall be maintained for up to five years, unless specific terms of final agreements (last chance agreements) may dictate otherwise.