

Collective Bargaining Agreement  
For  
Knox Metro Firefighters Association

**KNOX METRO**  
FIREFIGHTERS ASSOCIATION



And

Rural/Metro  
(Knox County Fire Operations)



**RURAL METRO FIRE**

Effective: XXXXXX 2017

Expires: XXXXXX 2020

Ratified: XXXXXX 2017

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1 **PREAMBLE**

2 It is the purpose of this Agreement to achieve and maintain harmonious relations between **Rural**  
3 **Metro of Tennessee, LP (“Employer” or “Company”)** ~~the Company~~ and the **Knox Metro**  
4 **Firefighters Association (“KMFFA” or “Association”)** ~~KMFFA~~ while providing the highest  
5 level of emergency service to the people they serve. Both the KMFFA and the Company agree  
6 that this Agreement shall provide for the equitable and peaceful adjustment of differences, which  
7 may arise, and to establish proper standards for wages, hours, and other conditions of  
8 employment in accordance with the National Labor Relations Act. Such achievements are  
9 recognized to be mutual obligations of the parties to this Agreement within their respective roles  
10 and responsibilities.

11



12

**ARTICLE 1 – RECOGNITION**

13 **Section 1.01 – Recognition**

14 The Company recognizes the KMFFA for purposes of collective bargaining with the Company’s  
15 Knox County Fire Operations with respect to rates of pay, hours of work, and other conditions of  
16 employment as the exclusive bargaining representative for all full-time hourly Firefighters,  
17 Firefighter EMT’s, Firefighter Paramedics, Firefighter Lieutenants, Firefighter Captains who  
18 work in R/M; Knoxville, Tennessee, Fire Operations; exclusive of all other employees, fleet  
19 mechanics, guards, and supervisors as defined in the National Labor Relations Act (NLRA).

20

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21 **ARTICLE 2 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-**  
22 **DISCRIMINATION**

23 **Section 2.01 – Gender Intent**

24 Whenever any words used herein in the masculine, feminine, or neuter, they shall be construed  
25 as though they were also used in another gender in all cases where they would so apply.

26 **Section 2.02 – Non-Discrimination**

27 The Employer and the ~~Union~~ **KMFFA** shall not discriminate in any way against any employee or  
28 applicant for employment, station assignment and/or promotion on account of race, color, religion,  
29 status as a veteran, national origin, marital status, sex, age, sexual orientation, gender, gender  
30 identity, gender expression, disability or ancestry, family care leave, pregnancy, childbirth or  
31 related conditions, or any other status that is protected by applicable Federal, State or local law. In  
32 addition, the Employer agrees that it shall not discriminate against any employee for his/her  
33 membership or involvement in the **KMFFA** ~~Union~~.

34  
35 The Employer and the **KMFFA** ~~Union~~ further agree that the Employer has the right to enter into  
36 any agreement or practice modifying the terms of this Agreement, which is necessary to comply  
37 with title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act of  
38 1990, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866,  
39 or any other Federal, State, or Local law, rule or regulation relating to equal employment  
40 opportunity, the environment or health and safety. In particular, the Employer maintains this right  
41 in relation to providing reasonable accommodations to individuals with disabilities as required  
42 under respective laws.

43 **Section 2.03 – Arbitration/Litigation Waiver**

44 Any grievance alleging violations of this Agreement may be pursued and resolved through the  
45 grievance and arbitration procedure contained in this Agreement, provided that all requirements  
46 for the filing and maintenance of a grievance through arbitration are satisfied and that the  
47 employee and/or ~~KMFFA-Union~~ have not initiated or filed a complaint or legal action based on  
48 the same event(s) with a federal, state or local agency or court. The initiation or filing of a  
49 complaint or legal action alleging violation of this Agreement with a federal, state, or local  
50 agency or court shall waive the employee's and/or ~~KMFFA's Union's~~ right to pursue the same  
51 matter as a grievance pursuant to this Agreement. Any grievance shall be deemed withdrawn at  
52 any step of the grievance and arbitration procedure upon the filing of such a complaint or legal  
53 action. Employees and the ~~KMFFA Union~~ are not required to exhaust the grievance and  
54 arbitration procedure of this Agreement before initiating or filing a complaint or legal action  
55 alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

56 **Section 2.04 – Harassment**

57 The ~~KMFFA Union~~ and the Employer agree that harassment is a form of misconduct, which  
58 undermines the integrity of the employment relationship and cannot be tolerated in the  
59 workplace. Any conduct, which falls within the definition of harassment as defined in the  
60 Employer's Harassment Prevention Policy is prohibited and will be investigated fully in  
61 accordance with the policy and procedure. Complaints alleging harassment may be made orally

62 or in writing. Employees who violate this Article shall be subject to corrective action, up to and  
63 including termination.  
64

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65 **ARTICLE 3 – KMFFA and MEMBERS RIGHTS**

66 **Section 3.01 – KMFFA Representation**

67 The KMFFA, as the authorized representative, has the exclusive right to serve as the officially  
68 recognized representative of all members in the firefighter bargaining unit as certified though the  
69 Letter of Recognition dated November 30, 2001, and signed by official agents of the Company.

70 **Section 3.02 – KMFFA Representatives**

71 KMFFA representatives will be recognized by the Company upon notification by the KMFFA  
72 Executive Committee of their names. Representatives assigned by the KMFFA shall be  
73 permitted to investigate, present and process grievances at times mutually acceptable to the  
74 Company and the KMFFA. The KMFFA representative(s) will be provided on duty time without  
75 loss of pay provided it does not, as determined by management, unduly interfere with normal  
76 operations and as long as the KMFFA representative(s) has/have performed and completed all  
77 other required and regularly assigned work duties. The KMFFA representatives shall not allow  
78 their activities to interfere with or disrupt the performance of their work or the work of any other  
79 employee or member.

80 **Section 3.03 – KMFFA Release Time**

81 Certain specified representatives of the KMFFA have the right to paid release time as follows:

- 82
- 83 A. The KMFFA may designate, at any time, representatives for each of the four fire  
84 department battalion(s) with the understanding that the KMFFA will make every effort to  
85 ensure that the representative works in the battalion(s) represented and shall notify the  
86 Fire Chief of such designations. There shall be no obligation on the Department to  
87 change or adjust normal department permanent scheduling or assignments of personnel as  
88 a result of such designation.
- 89
- 90 B. A battalion representative may, when the KMFFA is designated by a grievant as his  
91 representative, attend mutually scheduled grievance meetings and hearings with  
92 department representatives without loss of pay or benefits.

93 **Section 3.04 – KMFFA Activities While on Duty**

94 KMFFA members may be authorized, in advance, to engage in KMFFA related activities during  
95 duty hours in such instances when in the discretion of the Chief such will not in any manner  
96 interfere with the efficient and economical operations of the Department nor adversely impact  
97 the level of firefighting services or support services.

98 **Section 3.05 – Rights of the KMFFA**

99 Nothing herein shall be construed to diminish the KMFFA's rights under this contract or any  
100 other legal agreement reached by the parties.

101 **Section 3.06 – Requests for Information**

102 The Company will provide the KMFFA upon request non-confidential and readily available  
103 information concerning the KMFFA that is necessary to the KMFFA representatives for  
104 negotiations and is not otherwise available to the KMFFA, such as personnel census, member

105 benefit data, member discipline, grievance and personnel issues information. Such requests shall  
106 be made through the Fire Chief, or his designee, and shall be provided within a reasonable  
107 amount of time.

108 **Section 3.07 – Employee Orientation**

109 The KMFFA will be assigned a block of time by the Employer, up to one (1) hour, during new  
110 employee orientation. KMFFA will be willing to incur the new employee’s payroll cost for that  
111 time spent with KMFFA Representatives to talk to and possibly sign new Full-Time Firefighters  
112 into the KMFFA. This reimbursement shall be requested in the form of a dated invoice sent to:

113  
114 Knox Metro Firefighters Association  
115 Attn: Treasurer  
116 PO 70246  
117 Knoxville, TN. 37938  
118

119 During such discussions, KMFFA representatives shall avoid the dissemination of information  
120 which is abusive of any person or organization or disruptive of the Department's operations.

121 **Section 3.08 – Interview Process**

122 The Company will provide the KMFFA an observer presence on all hiring and promotional  
123 interviews within the bargaining unit. This includes recruit hiring, full-time hiring and  
124 promotional processes. This representation will be in addition to the number of people currently  
125 involved with these processes. The member will have received training commensurate with the  
126 level and degree of participation prior to participation on a promotion / hiring board. The  
127 KMFFA will have the opportunity to review job postings. The decision to promote and/or hire  
128 shall be at the sole discretion of the Employer.

129 **Section 3.09 – Notification of Corrective Action**

130 The KMFFA will be notified prior to any and all suspensions or terminations. These notifications  
131 will be made to the president of the KMFFA or his/her designee.

132 **Section 3.10 – KMFFA Membership**

133 All unit members have the right to have the KMFFA serve as their representative without  
134 discrimination based on membership or non-membership in the KMFFA.

135 **Section 3.11 – Right to Representation**

136 Unit members have the right to be represented or not to be represented by the KMFFA in  
137 dealings with the Company concerning grievances and matters pertaining to their individual  
138 employment rights and obligations.

139 **Section 3.12 – KMFFA Access**

140 A duly authorized representative of the KMFFA shall be permitted access to the Company’s  
141 work sites for the purpose of participating in the grievance procedure, provided that the  
142 Company’s work sites is the mutually agreed upon site for processing grievances. Advance  
143 notice of KMFFA representative’s desire for access and the time and date of his planned arrival  
144 on the property shall be timely provided to the Fire Chief or his designee.

145 **Section 3.13 – KMFFA Hours Bank**

146 During the contract year under this Agreement, there will be a bank of KMFFA hours. These are  
147 hours that occur during a member's regularly scheduled work shift. A member will be paid at his  
148 regular rate for these hours.

149  
150 Additionally, the bank of hours will be used to pay members appointed by the ~~Union~~ **KMFFA**  
151 President to attend business of the ~~Union~~ **KMFFA**.

152  
153 The KMFFA bank of hours available to use will consist of **five thousand dollars** (\$5000) per  
154 quarter per calendar year. The annual bank of KMFFA hours will be exhausted when the earlier  
155 of the following occurs:

- 156  
157 A. A total of 2,000 KMFFA hours have been taken, or  
158 B. The amount of gross pay paid to the replacements of members taking KMFFA hours  
159 totals **twenty thousand dollars** (\$20,000).

160  
161 These hours may be subject to operational and scheduling factors and any hours not used by the  
162 end of the contract year cannot be rolled over into the next contract year.

163

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164 **ARTICLE 4 – DUES DEDUCTION and CHECK OFF**

165 **Section 4.01 – Voluntary Dues Authorization**

166 The Company agrees, upon written voluntary authorization of any KMFFA member, to deduct  
167 from the pay of such employee during each pay period, dues and other such obligations owed to  
168 the KMFFA as may be legally deducted. Voluntary authorization forms signed by the employees  
169 shall be furnished by the KMFFA to the Company.

170 **Section 4.02 – Dues Structure**

171 The KMFFA shall, initially, notify the Company as to the bi-weekly sums to be deducted in  
172 accordance with the foregoing. Any subsequent change in amounts shall be certified to the  
173 Company in written form over the signatures of duly authorized officers of the KMFFA, and  
174 shall take effect on the first paycheck following fifteen (15) days after such notification has been  
175 given.

176 **Section 4.03 – Indemnification**

177 The KMFFA agrees to indemnify and hold the Company harmless against any and all claims,  
178 suits, orders or judgments brought or issued against the Company as a result of any action taken  
179 or not taken by the Company pursuant to any written or oral communication from the KMFFA  
180 under the provisions of this Article.

181  
182 ~~**Section 4.04 DISCRIMINATION BECAUSE OF UNION MEMBERSHIP: Redundant**~~  
183 ~~**based on new language in Article 2, Section 2.02**~~

184 ~~The Company will not discriminate against any employee because of his/her membership in the~~  
185 ~~KMFFA or because he/she is serving as a representative of the KMFFA.~~

186 **Section 4.04 – Dues Check Off Lists**

187 The Company shall furnish to the KMFFA on request, at actual cost, a listing of KMFFA  
188 members on check off in July and January during the term of this Agreement indicating name,  
189 mailing address, and job assignment.

190

**ARTICLE 5 – MANAGEMENT RIGHTS**

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The parties agree that the success of the Company requires clear management authority and freedom to make decisions and to operate its business in an efficient manner. The Company retains the exclusive rights to manage the business of the Company and to direct the workforce. All matters related to the Company, its operations, and employment with the Company are exclusively within the jurisdiction and control of the Company, except those matters relating to wages, hours of work, and other conditions of employment that are specifically set forth in this agreement. These rights include, but are not limited to, the right to plan, direct, and control all work activities; to establish, modify, and eliminate facilities, methods of operation, and work practices; to discontinue the performance of any operation by members; to determine the number and classifications of members required; and except as expressly modified by specific provisions in the Agreement, the right to select, hire, assign, promote, demote, transfer, or to layoff for lack of work or other legitimate reasons without discrimination; the right to discipline, suspend, or discharge members for proper cause; the right to determine the method and means by which operations are to be conducted; the right to determine the methods, equipment, machinery, or facilities to be used; the right to extend, alter, suspend, discontinue, limit, or curtail operations; the right to merge, sell or transfer some or all of its business; the right to determine the extent and nature of the work to be performed; the right to issue, enforce, and change reasonable rules, regulations, policies, procedures, and work standards, including ~~Article~~ **corrective action and discharge** ~~Discipline and Discharge~~; the right to issue, enforce, change, or terminate drug and alcohol testing policies and procedures; the unilateral and unrestricted right to subcontract work. The rights, functions, and responsibilities of the Company mentioned or referred to in this Article should not be deemed to exclude other rights, functions, and responsibilities not specifically mentioned.

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217 **ARTICLE 6 – HOURS OF WORK/ OVERTIME**

218 **Section 6.01 – Work Week/ Work Day Defined**

219 The “work week” is normally the period of 168 consecutive hours commencing at 7:01 a.m. on  
220 Saturday. The “workday” is the period of 24-consecutive hours commencing at the start of the  
221 member's regularly scheduled shift.

222 **Section 6.02 – Daily Work Routine**

223 A. Members will be paid for all hours worked, including non-work time. All members will  
224 have a defined regular work routine. This is the time during scheduled shifts that routine  
225 work assignments will be performed. Routine work assignments include but are not  
226 limited to:

- 227 1. Emergency and non-emergency calls
- 228 2. Station, vehicle, and equipment maintenance
- 229 3. Training
- 230 4. Standbys
- 231 5. Public education and special events
- 232 6. Fire prevention inspections and pre-plans
- 233 7. Special projects
- 234 8. Activities required by customer contracts or to maintain good customer relations

235  
236 B. For 24-hour shift members the regular work routine is defined as:

- 237 1. Monday through Friday 0700 - 1600
- 238 2. Saturday 0700 - 1100
- 239 3. Sundays and Holidays No defined hours, work assigned as needed

240  
241 C. The regular work routine is intended to be a guideline for supervisors to  
242 follow. Exceptions may be made dependent on workload and special circumstances as  
243 determined by the station or chief officer.

244 **Section 6.03 – Work Schedules**

245 Based on the needs of the operation, the company has the right to determine, establish, and  
246 change work schedules, including starting times, lengths or types of shifts, and the mix of  
247 different types of shifts. All revised shift schedules must be discussed with the Labor  
248 Management committee prior to implementation. All revised shift schedules excluding  
249 individual assignments, will be posted within fourteen, (14) days’ notice in advance of  
250 implementation, except in emergencies.

251 **Section 6.04 – Scheduled – No Work**

252 When a member reports for regularly extra scheduled work and the Company determines that  
253 there is no work available for the member, the Company may release the member. When the  
254 Company does so, the member will be paid for the actual hours worked or a minimum of four (4)  
255 hours.

256 **Section 6.05 – Work Shifts**

257 The following provisions will apply to 24-hour work shifts:

- 258 A. A shift will be a 24-hour consecutive period from 7:00 a.m. to 7:00 a.m. the following  
259 day.  
260 B. The work schedule for 24-hour shifts consists of an A, B, C shift schedule.  
261 C. The average weekly work hours are 56 hours per week.  
262

263 New positions that may be created because of expansion of the fire division may include shifts of  
264 less than 24 hours. New positions with shifts of less than 24 hours may include schedules that  
265 vary from the A, B, and C shift schedule.

#### 266 **Section 6.06 – Holdover**

267 Although infrequent, there are occasions due to staffing emergencies when it is necessary to  
268 protect public safety and response time requirements and when the Company may require a  
269 temporary holdover of all or some on-duty field units. When this status is required the Company  
270 will notify all affected crews using the existing communications systems. The Company will  
271 notify the members as soon as it is known that the “holdover” has ended. Every reasonable  
272 attempt will then be made to promptly provide relief coverage. Such “holdover” status will be  
273 implemented only with the concurrence of the Fire Chief or his designee.

#### 274 **Section 6.07 – Voluntary Overtime**

275 Members may offer and be scheduled to work additional open shifts voluntarily following the  
276 provisions of this section.  
277

278 Members wishing to work voluntary open shifts must record the dates that they are available to  
279 work using the scheduling software (~~Net Scheduler or its successor.~~) The administrative  
280 procedures for scheduling voluntary overtime, including any sanctions for recording dates in the  
281 scheduling software in bad faith, will be established by the JLMC. The scheduler will accept  
282 offers to work voluntary overtime shifts recorded in the scheduling software from KMFFA  
283 members who are not already scheduled for voluntary overtime shifts in the week of the opening  
284 ahead of other full time members. Nothing in this Article prohibits the Company from filling  
285 open shifts with part time or Reserve personnel at the Company’s sole discretion.

#### 286 **Section 6.08 – Overtime Definition:**

- 287 A. Overtime Pay
- 288 1. All time considered as time worked under this Agreement will be compensated as  
289 follows for all hourly/non-exempt employees:
  - 290 2. Hours worked in excess of forty (40) in a workweek will be compensated at time  
291 and one-half of the employee’s regular hourly rate.
- 292 B. Overtime Work
- 293 1. No employee may refuse to work overtime in an emergency or critical situation,  
294 unless applicable law prohibits the requirement of such overtime work. An  
295 employee may be excused for overtime work for good and verifiable reason as  
296 determined by a Battalion Chief.

#### 297 **Section 6.09 – Filling of Vacancies and Open Shift Positions**

- 298 A. The Fire Chief will endeavor to permanently fill and keep filled any vacancies within  
299 regular bargaining unit positions.

300 B. **The term** “Vacancy” hereunder is defined as a regular opening in any bargaining unit  
301 position created by death, retirement, dismissal, promotion, demotion or creation of a  
302 new regular position, transfer, or severance.

303  
304 C. Members within the operational area will be given first opportunity to bid on vacant  
305 positions following a process adopted by the JLMC.

306  
307 D. A R/M Knox County hiring process will fill the position as agreed **to** by JLMC.

308 **Section 6.10 – On-Call (Pager) Time**

309 In special circumstances, at the discretion of the Fire Chief or his designee, members placed in  
310 an on-call status will be compensated in the following manner. Company requested on-call status  
311 calculated as hours worked at a rate of one hour for every four hours on call.

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314 **ARTICLE 7 – SHIFT TRADES/ SUBSTITUTE COVERAGE**

315 **Section 7.01 – Shift Trades**

316 Members may trade shifts, without a pay change for either employee, within the following  
317 guidelines:

- 318 A. The employee who is working the requested trade must have the minimum necessary  
319 qualifications required for the crew to operate as designated.
- 320 B. All shift trades must have prior approval by a Shift Commander.
- 321 C. Shift trades must be entered into the Scheduling System before the beginning of the first  
322 shift swapped.
- 323 D. Trades must be made up within two (2) pay periods.
- 324 E. Trades may not be made in less than **four** (4) hour increments.
- 325 F. It is the responsibility of the employee’s supervisor to monitor hours swapped on **the**  
326 Scheduling System
- 327 G. The Scheduling System records will decide any dispute in time swapped.
- 328 H. An employee agreeing to a time trade may not trade that time.
- 329 I. Any employee who does not follow this procedure, or does not make up the time swap  
330 within the allowable period, will receive disciplinary action and will lose the privilege of  
331 shift trades for one year.

332 **Section 7.02 – Substitute Coverage**

333 All eligible full-time members, after completing their probation period, may request substitute  
334 coverage (leave without pay) provided that the employee who is working the requested substitute  
335 must have the minimum necessary qualifications required for the crew to operate as designated.  
336 The member must be specific about the duration. Granting of substitute coverage will be based  
337 on a satisfactory work performance record, and that the leave will not affect the operation. The  
338 member shall be limited to the use of substitute coverage for eight (8) shifts per Contract Year.  
339 Additionally, employees are not allowed to use more than two (2) substitute coverages per  
340 month. Requests for substitute coverage shall be submitted through the Scheduling System.  
341 Military leave is not limited in use of substitute coverage.  
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**ARTICLE 8 – TIME AND ATTENDANCE**

**Section 8.01**

Rural/Metro expects all employees to assume diligent responsibility for their attendance. Accordingly, employees are required to report to work on time and stay through the end of their scheduled shift unless they have provided sufficient advance notice to their supervisor of an excused absence. Failure to adhere to these basic principles causes disruption to the workplace and imposes a burden on co-workers.

**Section 8.02**

Members are required to call in directly to on-duty battalion chief when reporting a missed or tardy shift. Any calls placed to other sources may result in the shift being considered a no-show.

**Section 8.03**

This policy includes members who are sick and members who are forced to miss work due to the sickness of others, e.g., children.

**Section 8.04**

All employees are expected to be at their duty station and ready for work in the appropriate uniform at 07:00 hours. There may be times, due to unusual circumstances, that shift relief may not be available at 07:00. In these cases, employees are to remain at their duty station until properly relieved. Under no circumstances may an employee leave a position unstaffed and therefore degrade the response abilities of that station unless directed by a chief officer.

**Section 8.05**

At a minimum, an excused absence or tardy means appropriate prior notice has been provided to and approved by the appropriate designated individuals or departments so that schedule substitutions may be made with a minimum of business disruption.

**Section 8.06**

Employees with reliability issues, including no shows, tardiness, and leaving early, will be subject to disciplinary action, up to and including termination. Employees who fail to report to work for 2 or more consecutive days without contacting their supervisor or Human Resources may be considered voluntarily terminated.

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## ARTICLE 9 – COMPENSATION

### Section 9.01 – Pay Plan

Beginning with the first full pay period after the effective date of this agreement, the Pay Plan will be as follows:

- A. No member shall exceed Maximum Pay scale.
- B. Any member being paid below the entry level rate, or the minimum rate commensurate with their rank as applicable will be brought up to the entry level rate, or the minimum pay rate for their rank no later than the second full pay period following the ratification of this Agreement.
- C. Effective no later than the second full pay period following the ratification of this Agreement, the Firefighter I and Senior Firefighter scales shall be combined and retitled as Firefighter. Additionally, the following terms and conditions shall apply:
  - 1. Employees who were previously classified as Firefighter I on the pay scale will be paid at the entry level rate, and shall be required to meet all applicable requirements as defined in sub-section H below, and have their Engine Crew Leader (ECL) in order to advance in grade on their merit date in the new pay classification.
  - 2. Employees who were previously classified as Senior Firefighter 1 and Senior Firefighter 2 on the pay scale will be paid at the entry level rate, and shall receive a onetime lump sum payment of five hundred dollars (\$500), to be paid within ninety (90) days of the ratification of this Agreement. However, these employees shall not be eligible for any additional grade increase in 2017.
  - 3. Employees who were previously classified as Senior Firefighter 3 on the pay scale will be paid at the entry level rate, but will allowed to advance in grade, provided that they meet all applicable requirements as defined in sub-section H below.
- D. Effective upon ratification of this Agreement, employees currently classified as a Lieutenant shall be reclassified as a Captain, but ~~remain~~ shall remain on their existing wage scale at their current grade.
- E. Members who acquire a medical license in the State of Tennessee to work as an Emergency Medical Technician-Paramedic will be advanced two grades effective the beginning of the first pay period when all requirements for working shift as an EMT-P have been met.
- F. If any new full-time positions listed in Section 2.01 are created due to expansion of the fire division with a work schedule of shifts other than 24 hours on the ABC schedule, then the hourly rate assigned will equal the annualized amount in the pay plan table for

- 415 the appropriate rank and grade when multiplied by the regular hours equivalent for any  
416 such positions.  
417
- 418 G. New hires and transfers will be assigned an hourly rate from the table by the Fire Chief  
419 based on qualifications and documented prior experience not to exceed the maximum rate  
420 for Firefighter and after consultation with the President of the KMFFA prior to an offer  
421 of employment being tendered.  
422
- 423 H. Members must meet the following standards in order to advance in grade or rank:  
424 1. Members must have at least 240 documented and appropriate training hours, as  
425 determined by the Joint Labor Management Committee. This shall be determined  
426 for the year before the member's merit date.  
427
- 428 2. Members must have a passing Physical Fitness Test (PFT) score of 210 points or  
429 greater. If "No", this evaluation will be held until the member does pass.  
430
- 431 3. Members must be clear of any final written warnings within the past six (6)  
432 months.  
433
- 434 4. Members must be in compliance with **Article 11, Section 11.04** ~~Article 30,~~  
435 "Wellness Physicals."  
436
- 437 I. Members advance one grade on their merit date after receiving an evaluation of "meets  
438 standard" on their annual evaluations effective with the beginning of the next pay period.  
439 Members must meet the definitions for their rank to advance. However, this provision  
440 shall not apply to those employees identified in sub-section C (2) above, but only for  
441 calendar year 2017. (See Pay Plan Table for definitions.)  
442
- 443 J. Members advance in rank at the beginning of the next pay period when they fulfill all  
444 requirements of that rank and are promoted into that rank (see Pay Plan Table for  
445 definitions).  
446
- 447 K. Members can move down and right within the Pay Plan Table in the same year.

448 **Section 9.02 – Pay Table**

449 **See Appendix A** ~~Table 16.02a (See Attached)~~

450 **Section 9.03 – Definitions**

- 451 A. Level I. A firefighter meeting the qualifications of Firefighter I listed in NFPA 1001  
452 either by certification by the Tennessee Commission of Firefighting Personnel Standards,  
453 and Education or another recognized credentialing authority such as the International Fire  
454 Service Accreditation Congress.  
455
- 456 B. EMT. A person holding a valid medical license as an Emergency Medical Technician  
457 from the Tennessee Department of Public Health.  
458

- 459 C. EMT-P A person holding a valid medical license as an Emergency Medical Technician-  
460 Paramedic from the Tennessee Department of Public Health.  
461
- 462 D. HazMat Ops. A person who meets the qualifications as a Hazardous Materials First  
463 Responder at the Operations Level as defined by NFPA 472 and by successful  
464 completion of the courses intended to meet the standard as specified by the Department.  
465
- 466 E. TN DL. Tennessee Driver's License.  
467
- 468 F. ICS. A person who meets the training objectives of the Incident Command System  
469 courses 100 and 200 by successful completion of the courses intended to meet the  
470 standard as specified by the Department.  
471
- 472 G. Level II. A firefighter meeting the qualifications of Firefighter II listed in NFPA 1001  
473 either by certification by the Tennessee Commission of Firefighting Personnel Standards,  
474 and Education or another recognized credentialing authority such as the International Fire  
475 Service Accreditation Congress.  
476
- 477 H. TN FAD/O. A firefighter meeting the qualifications of Fire Apparatus Driver/Operator  
478 listed in NFPA 1002 either by certification by the Tennessee Commission of Firefighting  
479 Personnel Standards, and Education or another recognized credentialing authority such as  
480 the International Fire Service Accreditation Congress.  
481
- 482 I. Engine Crew Leader. A firefighter meeting job performance requirement 4.6 of NFPA  
483 1021 Standard for Fire Officer Professional Qualifications by successful completion of  
484 the course(s) intended to meet the requirement as specified by the Department.  
485
- 486 J. Instructor I. A firefighter meeting the qualifications of Instructor I listed in NFPA 1041  
487 either by certification by the Tennessee Commission of Firefighting Personnel Standards,  
488 and Education or another recognized credentialing authority such as the International Fire  
489 Service Accreditation Congress.  
490
- 491 K. Officer I. A firefighter meeting the qualifications of Fire Officer I listed in NFPA 1021  
492 either by certification by the Tennessee Commission of Firefighting Personnel Standards,  
493 and Education or another recognized credentialing authority such as the International Fire  
494 Service Accreditation Congress.  
495
- 496 L. Full Time Service. Continuous, full-time employment within the fire division in Knox  
497 County, Tennessee.  
498
- 499 M. Merit Date. The full-time hire date with the Company except in the case of promotion to  
500 Captain in which case it is the promotion date.

501 **Section 9.04 – Longevity**

502 Each July 1<sup>st</sup> and December 1<sup>st</sup> of each year of this Agreement, members who have completed at  
503 least seven years of full-time service in the KMFFA area, according to their KMFFA seniority



504 date, and who meet the additional qualifications specified in this Article shall qualify for \$90.00  
505 for each year of continuous full-time service, up to a semi- annual maximum of \$2,160.00; an  
506 annual maximum of \$4,320.00.

507 A. Members on industrial leave shall qualify for this payment for only the first year of the  
508 industrial leave. However, the entire period of industrial leave shall qualify as continuous  
509 service when the member returns to active employment.

510  
511 B. Payments will be made as soon as possible but no later than 30 days after the qualifying  
512 date. Members who separate from employment within the bargaining unit area after the  
513 qualifying date but prior to the payment day shall still receive the longevity pay for that  
514 period.

515  
516 C. A member must have achieved that overall performance rating on “Meets Standard” or  
517 better on latest scheduled performance evaluation on file to receive longevity pay. A  
518 member who receives a “Below Standard” evaluation shall receive another evaluation  
519 within 90 to 120 days, and if that evaluation is, “Meets Standard” or better, he will be  
520 eligible to receive the next scheduled payment.

521

Service Years	Semi- Annual	Annual Payment
7	630	1260
8	720	1440
9	810	1620
10	900	1800
11	990	1980
12	1080	2160
13	1170	2340
14	1260	2520
15	1350	2700
16	1440	2880
17	1530	3060
18	1620	3240
19	1710	3420
20	1800	3600
21	1890	3780
22	1980	3960
23	2070	4140
24	2160	4320

522

523 D. The provisions of the Article shall expire with the expiration of the Agreement, or any  
524 extensions thereof.

525 **Section 9.05 – Out of Title Pay**

526 A. Effective January 1, 2017, when a member is assigned outside of his/her current  
527 assignment he/she will receive a three percent (3%) hourly differential for hours worked  
528 in that position. The assignment must be pre-approved by the Fire Chief or his/her  
529 designee.

530  
531 B. Scheduling will submit appropriate pay differential paperwork to the payroll department  
532 when a member is scheduled for an out of title position.

533  
534 C. Out of title pay positions are limited to the following:  
535 1. Captain to Battalion Chief

536  
537 D. To qualify for the out of title pay benefit, members must have successfully completed the  
538 qualifications for the position.

539 **Section 9.06 – Report Pay**

540 Members, who are called in to work or called back to work from their homes to perform extra  
541 work, shall be guaranteed a minimum of one hour of pay at the appropriate wage rate.  
542

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543

**Article 10 – HOLIDAYS**

544 **Section 10.01 – Recognized Holidays**

545 If a member works on a Company recognized holiday, they will be paid their regular hourly rate  
546 of pay, plus a premium payment of one-half hour pay for each hour worked on the holiday.

547 Holiday pay shall be paid for the entire shift starting 7am the day of the Holiday. The  
548 recognized holidays for the contract period are:

549

550 A. Independence Day

551 B. Labor Day

552 C. Thanksgiving Day

553 D. The Day After Thanksgiving

554 E. Christmas Day

555 F. New Year's Day

556 G. Martin Luther King Day

557 H. Memorial Day

558

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559 **ARTICLE 11 – BENEFITS and 401(k) PLAN**

560 **Section 11.01 – Insurance Benefits**

561 The Employer agrees to offer all eligible full-time employees covered by this collective  
562 bargaining agreement a sponsored benefit plan that includes the following coverage:  
563 Health, Dental, Vision, Basic and Supplemental Life, Basic and Supplemental Accidental Death  
564 and Dismemberment (AD&D), Short Term Disability, Long Term Disability, Flexible Spending  
565 Accounts and an Employee Assistance Program. Full-time employees shall be eligible to  
566 participate in medical, dental, vision, life insurance, and disabilities benefits plans after sixty (60)  
567 consecutive calendar days of full-time employment.

568  
569 The Employer will provide insurance benefits coverage in accordance with the applicable  
570 Benefit Plan documents. The Employer retains the right to implement tobacco surcharges,  
571 change, alter and/or replace its carriers, coverage, terms or provisions as it deems necessary. The  
572 Employer will provide at least sixty (60) calendar days' prior notice to the ~~Union~~ KMFFA of  
573 any such change.

574 **Section 11.02 – Medical Insurance**

- 575 A. Current medical and prescription drug coverages shall continue as described in the  
576 plan summary/summaries at the current employee/Employer cost share.  
577  
578 B. Effective July 1, 2017 through the life of the Agreement, medical and prescription drug  
579 coverage shall be provided for as described in the Anthem Lumenos Consumer Driven  
580 Health Plans (CDHP \$1500 and CDHP \$2000) plan summary/summaries. The Employer  
581 shall pay seventy-five percent (75%) of the monthly premiums for the Anthem Lumenos  
582 Consumer Driven Health Plans (CDHP \$1500 and CDHP \$2000), for all eligible full time  
583 employees. The employee shall pay twenty five percent (25%) of the monthly premium  
584 through pre-tax payroll deductions.

585 **Section 11.03 – Dental Insurance**

- 586 A. Current dental coverage shall continue as described in the plan summary/summaries at the  
587 current employee/Employer cost shares.  
588  
589 B. Effective July 1, 2017 through the life of the Agreement, the Employer shall pay fifty  
590 percent (50%) of the monthly premium for the DMO / PPO standard dental plan(s). The  
591 employee shall pay fifty percent (50%) of the remaining monthly premium through  
592 pre-tax payroll deductions.

593 **Section 11.04 – Vision Insurance**

- 594 A. Current dental coverage shall continue as described in the plan summary/summaries at the  
595 current employee/Employer cost shares.  
596  
597 B. Effective July 1, 2017 through the life of the Agreement, the Employer shall pay fifty  
598 percent (50%) of the monthly premium for the Vision Service Plan 12 (VSP 12). The  
599 employee shall pay fifty percent (50%) of the remaining monthly premium through pre-tax  
600 payroll deductions.

601 **Section 11.05 – Long Term Disability Insurance**

- 602 A. The Employer shall provide a long-term disability plan that includes a one hundred and  
603 eighty (180) day elimination period and replaces sixty percent (60%) of an Employee’s  
604 base salary, excluding overtime, bonuses and commissions.  
605  
606 B. The Employer shall pay one hundred percent (100%) of the long-term disability  
607 premiums for eligible full-time employees.

608 **Section 11.06 – Group Term Life and Supplemental Life**

- 609 A. Basic life insurance equal to two hundred percent (200%) of base salary, excluding  
610 overtime, bonuses and commissions. The Employer agrees to pay one hundred percent  
611 (100%) of the premiums for basic life insurance for eligible full-time employees.  
612  
613 B. Additionally, the Employee may purchase supplemental life insurance for the employee  
614 and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%)  
615 of the supplemental insurance premiums through after-tax payroll deductions.

616 **Section 11.07 – Accidental Death and Dismemberment Insurance (AD&D)**

- 617 A. Basic AD&D insurance equal to two hundred percent (200%) of base salary, excluding  
618 overtime, bonuses and commissions. The Employer agrees to pay one hundred percent  
619 (100%) of the premiums for basic AD&D insurance for eligible full-time employees.  
620  
621 B. Additionally, the Employee may purchase supplemental AD&D insurance for the  
622 Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred  
623 percent (100%) of the supplemental insurance premiums through after-tax payroll  
624 deductions.

625 **Section 11.08 – Short Term Disability (STD)**

626 The Employer agrees to offer a supplemental short-term disability plan to employees. The  
627 employee shall pay one hundred percent (100%) of the supplemental insurance premiums  
628 through after-tax payroll deductions.

629 **Section 11.09 – Employee Assistance Program (“EAP”)**

630 An EAP will be made available to all full-time and part-time employees. The Employer reserves  
631 the right in addition to any corrective action with reasonable cause, to refer an employee to the  
632 EAP for assessment and treatment. Such referrals to the EAP do not preclude the Employer  
633 from imposing corrective action based on the same event or circumstances in accordance with  
634 this Agreement.

635 **Section 11.10 – Flexible Spending Accounts**

- 636 A. The Employer shall allow employees to defer up to the maximum allowed by federal law  
637 per calendar year on a pre-tax basis per IRS Section 125 guidelines for the purpose of  
638 paying for dependent care cost for qualified dependents. The dependent care provider  
639 will be at the discretion of the employee; however, the employee must receive and  
640 present the third party administrator with receipts for dependent care services and the tax  
641 identification number of the provider.

642  
643 B. The Employer shall allow employees to defer up to the maximum allowed by federal law  
644 per calendar year on a pre-tax basis per IRS Section 125 guidelines for qualified health  
645 related expenses not otherwise covered under any health plan (i.e., medical, dental,  
646 vision). The employee must receive and present the third party administrator with  
647 receipts for medical care. The Employer shall pay the administrative cost for this plan.  
648 excluding the elective fee to coordinate payments with the other health insurance plans

649 **Section 11.11 – 401(k) Plan**

650 Effective January 2018, employees covered by this Agreement shall have the right to participate  
651 in the Employer's 401(k) plan according to its eligibility requirements, vesting and other  
652 provisions as defined in the plan document.

653  
654 Pursuant to the plan document, for each payroll period, for each eligible full-time employee, the  
655 Employer will make a matching contribution equal to 50% of each eligible employee's Elective  
656 Contributions to his/her 401(k) plan for the payroll period (e.g. an employee with forty eight (48)  
657 or less months of service would need to have an elective contribution of eight percent (8%) per  
658 pay period in order to receive the maximum Employer matching of four percent (4%). The  
659 Employer's total matching contribution per pay period shall not exceed the following:

- 660  
661 A. A maximum Employer match of four percent (4%) for employees with 48.99 or less  
662 months of service with the Employer.  
663 B. A maximum Employer match of five (5) percent for employees with 49.00 months of  
664 service up to 108.99 months of service with the Employer.  
665 C. A maximum Employer match of six (6) percent for employees with 109.00 or more  
666 months of service with the Employer.  
667

668 Pursuant to the terms of the Plan document, the Employer does not match Elective Contributions  
669 that are catch-up contributions (i.e., contributions in excess of plan and legal limits that can be  
670 made by participants who are at least age 50).

671  
672 The provisions of the plan documents will govern eligibility, contributions, employer matching  
673 and vesting. The Employer reserves the right to modify the Plan Documents and substitute  
674 Administrators, Record Keepers and Trustees at its sole discretion.

675 **Section 11.12 – Supplemental Workers Compensation Benefit**

- 676 A. When the Company determines that a member has sustained a compensable industrial  
677 injury or illness while performing fire suppression, fire prevention, emergency medical  
678 services, or field training, the Company will pay the member a supplemental benefit.  
679  
680 B. The amount of the supplemental benefit will be sufficient so that when combined with his  
681 statutory benefit he will receive a net total that is equal to the regularly scheduled hours  
682 during the three months preceding the injury or illness.  
683

- 684 C. If an injury or illness is caused by the member's violation of the Company's safety rules,  
685 the member shall not receive the supplemental benefit.  
686
- 687 D. If the employee has sustained an injury and is capable of modified work (Light Duty)  
688 during recovery, he must be available and work duties as assigned to obtain the  
689 supplemental benefit. The employee may use sick or vacation time to make net pay  
690 instead of the supplemental benefit.  
691
- 692 E. If the employee is out of work for more than 90 days and has not worked modified duty,  
693 the employee will be placed on leave of absence (FMLA), which may have an impact on  
694 benefits. It is in the employee's best interest to get clearance as soon as practical for  
695 modified/light duty assignments.  
696
- 697 F. If the employee injury does not allow modified work after 90 days and the employee is  
698 placed on COBRA, the Company will continue to make the employer portion of the  
699 COBRA payments for an additional 90 days.  
700
- 701 G. The supplemental Workers' Compensation benefits as defined in this Article shall expire  
702 one (1) year from the date of injury, or upon expiration of this Agreement.

703 **Section 11.13 – Line of Duty Death and Dismemberment Benefit**

- 704 A. Rural/Metro will provide all active fulltime firefighters Accident Death and  
705 Dismemberment in the amount of **two hundred and fifty thousand dollars** (\$250,000).  
706 The plan summary shall contain all of the benefits and procedures offered to employees.  
707
- 708 B. If at any time the Federal or State Government allows Rural/Metro firefighters to be  
709 included in the Public Safety Officers Death benefit or similar program, the company  
710 may, at its discretion, terminate the company-paid policy.

711 **Section 11.14 – Wellness Physicals**

- 712 A. For the duration of this Agreement each member will receive a comprehensive medical  
713 evaluation and physical on an annual basis. The Company will designate the testing  
714 facility and the testing will be done at the Company's expense.  
715
- 716 B. The Safety and Wellness Committee will provide oversight for the medical evaluation  
717 program, making recommendations as necessary to ensure that all members are  
718 physically capable of performing their assigned duties without posing a risk to  
719 themselves or others.  
720

721 **ARTICLE 12 – SICK AND VACATION LEAVE**

722 **Section 12.01 – Intent**

723 The Company will provide paid sick and vacation leave for all members of the bargaining unit as  
724 provided in the following definitions and schedules.

725 **Section 12.02 – Sick Time**

726 Paid time away from work due to personal or immediate family illness or injury. Immediate  
727 family is defined as, and limited to, the employee’s spouse, mother, father, child, sibling,  
728 grandchild, grandparent, parent-in-law, qualified domestic partner and “step” relationship of the  
729 previous listed family members.

- 730
- 731 A. Requests for sick leave should be called in to the battalion chief at least 12 hours prior to  
732 the beginning of the shift. The Company reserves the right to request medical  
733 documentation to substantiate the need for paid sick leave. Failure to provide acceptable  
734 documentation may result in disciplinary action and/or denial of the requested paid sick  
735 leave.
- 736
- 737 B. Sick time cannot be donated to another member. Accumulated annual sick leave and/or  
738 sick bank balances are not reimbursed upon termination of employment.
- 739
- 740 C. Sick time is to be included in overtime calculations.

741 **Section 12.03 – Sick Leave Allocation**

742 Sick time will be distributed on the member's anniversary of the latest Rural Metro full-time hire  
743 date. Unused sick time will be converted into the member's sick bank at the end of each  
744 year. The purpose of the sick bank is to accumulate sick time as a bridge to long-term  
745 disability. The maximum sick hours an employee is allowed to accumulate is one thousand four  
746 hundred and forty (1440) hours. Once the employee’s sick time bank reaches the maximum  
747 accumulation no further sick time hours will be distributed until the employee’s next anniversary  
748 date, provide their sick bank is below the maximum accumulation at the time of distribution.  
749 Members will receive sick time according to the schedule listed below:

- 750
- 751 A. 0 to 6 Months 56 Hours (2 Days) (One Week)
- 752 B. 6 Months to 1 Year 112 Hours (4 Days) (Two Weeks)
- 753 C. Over 1 Year 168 Hours (7 Days) (Three Weeks)

754 **Section 12.04 – Vacation Time**

755 Vacation days will be distributed on the member's anniversary of the latest Rural Metro full-time  
756 hire date and are to be used within the following twelve (12) month period. Vacation time will  
757 be taken in full shift increments. The scheduling chief to accommodate unusual circumstances  
758 may approve a partial shift allotment. Vacation time is to be included in overtime  
759 calculations. Unused vacation time will be paid at straight time upon voluntary termination from  
760 the Company. After completion of twelve (12) months of continuous service employees may, at  
761 their option, choose to cash out unused vacation time up to the amount of hours available in their



762 vacation bank. Requests for such payment need to be received thirty (30) days in advance.  
763 Vacation cash outs will be paid at the **employee's current straight time rate of pay.**

764  
765 The Joint Labor/Management Leadership Committee will set scheduling vacation time  
766 procedures. Members may carry over 3 days excess over Vacation maximums. Carry over  
767 vacation must be taken within 6 months or it is forfeited. The Fire Chief or his designee may  
768 only make exceptions.

769  
770 Except where prohibited by law, employees are required to exhaust accrued vacation time while  
771 on an unpaid leave of absence that is not part of an administrative leave pending an investigation.

772 **Section 12.05 – Vacation Leave Allocation**

- 773 A. 6 Months - 1 Year: 72 hours 3 Days (1 Week)  
774 B. 1 Year and a Day to 5 Years: 120 hours 5 Days (2 Weeks)  
775 C. 5 Years and a Day to 10 Years: 168 hours 7 Days (3 Weeks)  
776 D. 10 Years and a Day to 15 Years: 216 hours 9 Days (4 Weeks)  
777 E. 15+ Years: 288 hours 12 Days (5 Weeks)

778  
779

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## **ARTICLE 13 – LEAVES of ABSENCE (LOA's)**

### **Section 13.01 – Personal Leave of Absence (PLOA)**

782 All full time employees after successfully completing their probationary period are eligible to  
783 request a Personal Leave of Absence (PLOA). Requests must be made in writing to their  
784 Battalion Chief or his/her designee and must state the reason for the leave request in order to be  
785 reviewed and considered by the Employer. PLOA's shall be approved at the sole discretion of  
786 the Employer and the maximum allowable leave for a voluntary leave PLOA is sixty (60)  
787 calendar days within a rolling twelve (12) month period. Additionally, PLOA's shall be for a  
788 minimum of thirty (30) calendar days. At no time shall a leave of absence be granted for the  
789 purpose of finding alternative work or working for any other Employer. Such a request is  
790 considered an excused absence from work without pay wherein the employee is responsible for  
791 the full insurance premium amount (100%) consistent with COBRA procedures.

792 If granted a PLOA, employees are required to use all accrued vacation time before the unpaid  
793 portion of the leave begins. Employees who request and are granted a PLOA do so with the full  
794 recognition that the Employer cannot guarantee that employee will be returned to their formerly  
795 held shift either before, or upon return from the leave. The Employer agrees to make every  
796 practical effort to return the employee to a comparable position if such an opening exists.

### **Section 13.02 – Family Medical Leave Act**

798 Employees may request a leave of absence under the provisions of the Family Medical Leave  
799 Act of 1993 provided they meet all of the criteria required by the Act. The Employer shall have  
800 the right to request that the employee obtain a medical certificate supporting the leave request.  
801 Medical benefits for employees on Family Medical Leave will continue provided the employee  
802 pay their portion of all related health insurance premiums during the leave.

804 As a condition of a FMLA leave all available accrued paid leave time (sick time first) will be  
805 used as part of each leave of absence. In the case of an intermittent leave where the employee  
806 may work only partial days (such as provided by the Family and Medical Leave Act), all  
807 available accrued paid leave time (sick time first) will be used according to those partial  
808 scheduled days not worked.

810 Employees requesting FMLA must submit a request pursuant to the Employer's designated  
811 process at least thirty (30) days in advance if possible. For births, adoption and foster care  
812 placements, the employee must give at least thirty (30) days notice, if possible.

814 An employee seeking medical leave under the FMLA must provide written certification by a  
815 physician or practitioner. Employees who are eligible for intermittent leave under the FMLA  
816 must also demonstrate medical necessity before a reduced schedule will be granted. AMR  
817 reserves the right to request a second medical opinion at AMR's expense. In the event that the  
818 second opinion differs from the certifying doctor, a third opinion may be requested at AMR's  
819 expense. The third opinion shall be final and binding. The third health care provider must be  
820 designated or approved jointly by the Employer and the employee.

821 Employees returning from FMLA leave will be reinstated in their former position or an  
822 equivalent position with the same benefits and compensation. Employees who request and are

823 granted a concurrent leave after their twelve (12) week FMLA eligibility cannot be guaranteed a  
824 position will be available when they are ready to return. If an employee on FMLA does not  
825 return to work, the employee must reimburse AMR for the employer portion of the insurance  
826 premium paid during the leave, unless the employee is unable to return to work due to  
827 circumstances beyond his or her control.

828  
829 The health and welfare benefits, including health care spending accounts for employees on an  
830 approved leaves of absence, may be continued or revoked at their request, however, the  
831 Employer paid benefits may be discontinued after ninety (90) calendar days. Additionally, the  
832 employee must continue to make any Bi-weekly contributions for extra coverage as is normally  
833 required when working.

834  
835 After ninety (90) calendar days, employees and/or their qualified dependants will be offered  
836 continuation of benefits as provided for in the Internal Revenue Code Section 162(k),  
837 Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). The employee shall be  
838 responsible for the full insurance premium amount one hundred percent (100%) consistent with  
839 COBRA procedures. Employees-are not paid holiday pay while on leave.

840  
841 The Federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state  
842 or local law that provides greater family or medical leave rights than the Act provides.  
843 Employers are required to apply provisions of state family leave/medical laws, if they are more  
844 generous to the employee requesting the leave.

#### 845 **Section 13.03 – Worker’s Compensation Leave**

846 Employees who become ill or injured as a result of their job responsibilities will be granted a  
847 leave of absence not to exceed twelve (12) months (need not be consecutive) in any rolling  
848 eighteen (18) month period from the onset of the leave, subject to applicable state and federal  
849 law. Such leave shall not extend beyond their period of incapacitation for duty. An employee  
850 who fails to return at the end of a scheduled leave of absence shall be considered separated from  
851 employment. If an employee accepts employment elsewhere during the leave without prior  
852 approval of the Employer, the employee shall be considered separated from employment. The  
853 worker's compensation leave and the family medical leave will run concurrently subject to  
854 proper notice by the Employer.

855  
856 The Employer will continue to provide health benefits for employees on Workers’ Compensation  
857 Leave as long as the employee continues to pay all applicable contributions, up to a maximum of  
858 twelve (12) months.

859  
860 Whenever feasible the employer may offer a transitional duty position to an employee injured at  
861 work. Time worked in such position shall not exceed one hundred twenty (120) calendar days  
862 from the date of injury and shall be paid at the applicable hourly rate for that position.

863  
864 Employees on a Workers’ Compensation leave of absence will be allowed to return to their  
865 regular job classification and job assignment only upon successful passing of the Physical  
866 Fitness Test (PFT). Workers’ Compensation leave of absence will run concurrent with any other

867 qualified LOA. Employees shall continue to accrue seniority toward wage tenure increases while  
868 on a Workers' Compensation Leave.

869 **Section 13.04 – Extension of a Leave of Absence**

870 A leave of absence may be extended at the sole discretion of the Employer.

871 **Section 13.05 – Subpoena/Witness Service**

872 Any employee subpoenaed to appear in an administrative or legal proceeding or to give a  
873 deposition in same, shall be granted time off without loss of pay or benefits if required to appear  
874 by a governmental agency and the incident giving rise to subpoena is work related. The  
875 employee must submit documentation representing time spent in compliance of said subpoena to  
876 their Operations Manager upon their return to work in order to receive payment for such time.  
877

878 If the employee is excused from his/her obligation and more than four (4) hours remain in the  
879 employee's regularly scheduled workday, the employee shall return to work. The Employer shall  
880 notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers  
881 operation.  
882

883 Employees shall not be entitled to pay under this provision if a trial or proceeding that initiates  
884 the subpoena is by or on behalf of a present or past employee that has initiated litigation towards  
885 the Employer or if the incident giving rise to subpoena is not work related, however, the  
886 Employer shall insure that the employee is allowed the time off for such proceeding and that the  
887 employee may request to use vacation hours for their time off. Any employee called upon by or  
888 on behalf of the Employer will be compensated, as hours worked, by the Employer for witness  
889 time and any resulting lost work time.

890 **Section 13.06 – Bereavement Leave**

891 Full-time members may request a maximum of five calendar days leave or number of shifts  
892 typically scheduled within five days with pay (if scheduled to work) for each death in the  
893 immediate family. The immediate family is defined as, and limited to, the member's spouse,  
894 mother, father, child, sibling, grandchild, grandparent, parent-in-law, and qualified domestic  
895 partner, as defined in the Company benefit plan. Bereavement leave is paid at a rate based upon  
896 the member's regularly scheduled workweek. The Company may require a document verifying  
897 the death.

898 **Section 13.07 – Jury Duty**

899 For all full-time members summoned to jury duty, the Company will comply with Tennessee  
900 Code Annotated Section 22-4-106. To qualify for jury duty leave, a member must submit to his  
901 supervisor a copy of the summons to serve as soon as it is received. A member will be expected  
902 to report for work as the court schedule permits.

903 **Section 13.08 – Military leave**

904 Military Leave will be granted in accordance with the Uniform Services Employment and  
905 Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of  
906 federal, state and local law. Military leaves are unpaid, but the employee may use accrued  
907 vacation pay during the absence. If an employee chooses to continue health benefits while on

908 military leave, the Company will continue to pay the Company-portion of insurance premiums  
909 for up to twelve (12) months, so long as the employee remains on active duty and pays the  
910 employee-portion of premiums during that time. Employees will then be offered continuation of  
911 benefits under COBRA for up to an additional eighteen (18) months. Upon reemployment, any  
912 break in employment due to military service will not be treated as a break in service for purposes  
913 of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.  
914 Reinstatement shall be governed by the federal, state, and local laws referenced above.  
915

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916

**ARTICLE 14 – SENIORITY and PROBATIONARY PERIODS**

917 **Section 14.01 – Company Seniority Defined**

918 Company seniority shall be defined as the most recent full-time hire date with the Company  
919 concurrent without a separation, irrespective of operation or geography.

920 **Section 14.02 – Company Seniority Application**

921 Company seniority will be utilized in determining the member's number of vacation/sick days  
922 and company employee benefits.

923 **Section 14.03 – Bargaining Unit Seniority and Application**

924 Shift bidding, station assignments, and vacation request will be determined by **bargaining unit**  
925 seniority. Seniority will be determined by latest full-time hire date (per effective date in  
926 personnel file) in the Knox County Fire Division. In the event of a duplicate full-time hire date  
927 within Knox County Fire Division, seniority will be based on employee’s original hire date  
928 within Knox County Fire Division. In the event of a seniority tie, total time with the company  
929 will be used. If a tie still exists, the employee with the lowest employee number will have  
930 seniority. The Employer may change the result of the shift bid when the shift bid results in a  
931 situation that will be detrimental to the Employer’s operation and/or based on customer’s needs.

932 **Section 14.04 – New Hire Probationary Period**

- 933 A. The KMFFA and the Company agree that all newly hired full-time members (including  
934 internal RM transfers) must successfully complete a 12-month probationary period. All  
935 new full-time hires are on probation and may be terminated at any time, with or without  
936 reason, and with or without notice. Before termination the probationary review will meet  
937 prior to any action taken. Members within their new hire probationary period do not have  
938 access to the termination grievance procedure.
- 939
- 940 B. After a 30-day employment period, members disciplined with a written notice or  
941 suspension may file a grievance, but remain on probation for the 12-month period.

942 **Section 14.05 – Promotions Probationary Periods**

- 943 A. The KMFFA and the Company agree that all newly promoted officers must successfully  
944 complete a 12 month probationary period. The probationary review board will convene to  
945 determine any action taken on the member.
- 946
- 947 B. In the case of a promotion, the member will have 30 days in which to return to their  
948 previous position or to a position of like status and pay without issue.

949 **Section 14.06 – Probationary Review Board**

- 950 A. No less than 30 days prior to the completion of all probationary periods a **three (3)**  
951 member review board will be convened. This board will review the member's  
952 performance and make its recommendations to the Fire Chief, or his/**her** designee. The  
953 review board has the option of acknowledging successful completion of probation, or

954 recommending a probationary extension, demotion, or termination. Those members  
955 eligible for the grievance procedure will have that opportunity as requested.

956

957 B. The board will consist of the following representatives:

- 958 1. The KMFFA
- 959 2. The appropriate supervisor
- 960 3. Fire Chief designee

961

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962

## **ARTICLE 15 – EMPLOYER RULES**

### **Section 15.01 – Changes to Policies and/or Procedures**

964 The KMFFA recognizes the sole right of the Company to determine, establish, delete, eliminate  
965 and/or change its standard operating guidelines (SOG) and/or personnel policies at any time the  
966 Company deems necessary. Any changes in the standard operating guidelines and/or personnel  
967 policies or other rules or regulations shall not conflict with the terms of this Agreement or the  
968 regulations set forth in the National Labor Relations Act. In addition, current copies of all SOGs,  
969 current Policies and Procedures, and Rules & Regulations will be provided to the KMFFA and  
970 updated as amended pertaining to KMFFA. Except in emergencies the labor management  
971 committee will meet and discuss the amendment, deletion, or addition of SOGs, policies or  
972 procedures in accordance with the timelines below. It is understood that the employees will be  
973 required to acknowledge receipt of the rules, policies and operating guidelines and will be held  
974 personally accountable for complying with the rules, policies, SOG's, and operating procedures.

### **Section 15.02 – Notification and Time Lines**

976 Any proposed modifications to these current existing standard operating guidelines (SOG) and/or  
977 personnel policies, or the establishment new standard operating guidelines (SOG) and/or  
978 personnel policies by the Company shall be provided to the ~~Union~~ KMFFA thirty (30) calendar  
979 days prior to implementation unless mandated by State or County authority, thereby requiring  
980 immediate implementation. The ~~Union~~ KMFFA may exercise its right to meet and confer over  
981 any identifiable impacts of such changes within thirty (30) calendar days from the receipt of the  
982 Company's proposed changes. If the parties are unable to reach an agreement over the impact of  
983 the proposed changes during the thirty (30) calendar day time frame, the Company shall have the  
984 right to implement said changes.

985

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**ARTICLE 16 – EMPLOYEE HANDBOOK**

987 **Section 16.01 – Conflicts**

988 To avoid filling the Collective Bargaining Agreement with duplicate versions of otherwise  
989 standard employment policies, this Agreement acknowledges the Employer’s employee  
990 handbook(s). KMFFA members are subject to the rules, policies, procedures and employee rights  
991 contained within the “Handbook” unless specifically addressed in this agreement.  
992

993 **Section 16.02 – Modifications**

994 Any reasonable changes in the personnel policies or other rules or regulations shall not conflict  
995 with the terms of this Agreement or the regulations set forth in the National Labor Relations  
996 Act. In addition, current copies of the Employer’s employee handbook(s) will be provided to the  
997 KMFFA and updated as amended pertaining to KMFFA.  
998

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## ARTICLE 17 – CORRECTIVE ACTION AND DISCHARGE

### 1000 Section 17.01 – Corrective Action Defined

1001 The Employer and the ~~Union~~ KMFFA recognize the intent of corrective action is to remedy  
 1002 performance problems and modify inappropriate behavior. While the Employer will attempt to  
 1003 accomplish those objectives through various means which may include, but are not limited to  
 1004 training and education, the Employer reserves the right to issue corrective action to employees,  
 1005 up to and including discharge, based on just cause and the circumstances of each case as  
 1006 identified through the course of an investigation. Corrective action may include, but is not  
 1007 limited to; documented verbal or written warnings, final written warnings and/or suspensions, or  
 1008 discharge. Serious or repeated offenses may call for corrective action commensurate with the  
 1009 offense or totality of the circumstances and not necessarily based upon the premise of  
 1010 progression.

### 1011 Section 17.02 – Corrective Action

- 1012 A. All written warnings are to be made in the form of a Corrective Action Notice.  
 1013
- 1014 B. Any instances involving behavioral problems where a member is acting inappropriately  
 1015 or exhibiting behavior detrimental to customer relationships, the general work  
 1016 environment, and/or team performance, a member may be subject to mandatory referral  
 1017 to the Employee Assistance Program. The supervisor prior to any referral request being  
 1018 made will consult Human Resources and Human Resources will make all subsequent  
 1019 referrals.  
 1020
- 1021 C. Members are required to sign and date the Corrective Action Notice to indicate receipt  
 1022 and acknowledgment, not agreement or disagreement.  
 1023
- 1024 D. If the member refuses to sign, the member will be subject to disciplinary action for  
 1025 insubordination.  
 1026
- 1027 E. When Disciplinary Time Off is instituted, the member is not eligible for any unscheduled  
 1028 shifts or hours during the pay period(s) that the time off is in effect. Unscheduled shifts or  
 1029 hours include any work outside of the bargaining unit area in other Company operations.  
 1030 Unscheduled shifts or hours are defined as any unscheduled shifts or hours over and  
 1031 above the member's regularly scheduled shifts.  
 1032
- 1033 F. Members receiving a final written warning are ineligible for a grade increase or  
 1034 promotion for a period of 6 months from the date of the corrective action.

### 1035 Section 17.03 – Demotion

- 1036 A. Formal supervision of others is a position of trust. Officers (lieutenants and captains)  
 1037 covered by this agreement can be removed from their commands and reassigned to a  
 1038 nonsupervisory rank if they are found unable to perform their roles or for certain  
 1039 violations.  
 1040
- 1041 B. Possible causes for demotion are repeated instances of:

- 1042 1. Neglect of the performance of their subordinates or their welfare  
1043 2. Failure to properly enforce rules, policies, or practices  
1044 3. Withholding important communications  
1045 4. A single instance of a deliberate false statement in a work-related communication  
1046 or report  
1047 5. Or a single instance of a major violation.  
1048  
1049 C. An officer may only be demoted by the fire chief or his designee.  
1050  
1051 D. An officer that the chief seeks to demote may grieve the demotion as with any  
1052 disciplinary action, but he or she will not function in the role of supervisor until the  
1053 grievance process is resolved.  
1054  
1055 E. Upon deciding to demote an officer, the chief or his designee may move the former  
1056 officer to a different station and/or shift, making such changes in assignments as are  
1057 necessary to accommodate the move.  
1058  
1059 F. A member who has been demoted retains his rate of pay unless that exceeds the highest  
1060 rate of his new rank in which case his pay is reduced to the highest rate of his new rank.  
1061  
1062 G. At the discretion of the fire chief, a member who has been demoted may apply for  
1063 promotion again after one year.

1064 **Section 17.04 – Licensure**

1065 All employees are required to maintain the appropriate licenses, certificates, and/or  
1066 accreditations for the performance of their job responsibilities. Failure to maintain such licenses,  
1067 certificates and/or accreditations may result in corrective action, up to and including discharge.  
1068 It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or  
1069 accreditations are maintained.  
1070

1071 Employees who perform work duties without the required license, certificate, and/or  
1072 accreditation shall be subject to discharge. Employees who notify the Employer prior to the  
1073 expiration or loss of a required license, certificate, and/or accreditation shall be given thirty (30)  
1074 days to obtain a current and valid license, certificate, and/or accreditation. Employees whose  
1075 required license, certificate, and/or accreditation expires shall be placed on unpaid administrative  
1076 leave and receive a final written warning. However, employees who are already on a final  
1077 written warning for expired license, certificate, and/or accreditations may be subject to  
1078 termination. Failure to obtain the required license, certificate, and/or accreditation within thirty  
1079 (30) days shall be cause for separation from employment.  
1080

1081 Employees whose state or local license is temporarily suspended by a state or local agency shall  
1082 be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may  
1083 utilize accrued PTO solely at their option during any portion of the suspension. Employees shall  
1084 be required to have all licenses, certifications, and/or accreditations up to date at the conclusion  
1085 of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be  
1086 cause for separation from employment.

1087  
1088 Employees on an approved personal leaves of absence (PLOA) shall be required to have all  
1089 licenses, certifications, and/or accreditations up to date prior to returning from leave. Employees  
1090 on approved FMLA, Military, or Workers Compensation Leave shall be required to have all  
1091 licenses, certifications, and/or accreditations up to date no later than thirty (30) calendar days  
1092 following the expiration of the leave. Employees shall not be allowed to work until they have  
1093 presented all valid and current licenses, certifications, and/or accreditation to the Employer. The  
1094 Employer retains the right to terminate any employee who fails to restore the required license,  
1095 certifications and/or accreditations within thirty (30) calendar days immediately following the  
1096 expiration of an approved FMLA, Military, or Workers Compensation Leave. Failure to maintain  
1097 such licenses, certifications, and/or accreditations shall be cause for separation from  
1098 employment.

1099 **Section 17.05 – Conditions of Administrative Leave**

1100 The Employer may place employees on an unpaid administrative leave for the following reasons:

- 1101 A. An investigation by the Employer into allegations that could lead to corrective action; or  
1102 B. Following suspension of clinical privileges by an EMS Agency or Medical Director; or  
1103 C. Following an arrest for alleged serious criminal misconduct which includes, but not  
1104 limited to:
- 1105 1. Any felony.
  - 1106 2. Any crime involving moral turpitude or intentional dishonesty for personal gain,  
1107 including fraud, theft, etc.
  - 1108 3. Any crime related to the use, possession, sale or transportation of controlled  
1109 substances, including any crime related to the operation of a motor vehicle while  
1110 under the influence of a controlled substance or alcohol.
  - 1111 4. Any crime involving use of force, violence, threat or intimidation.
  - 1112 5. Sex related crimes.
- 1113

1114 Employees shall be provided written notice of the general reason for the investigation when placed  
1115 on administrative leave. Employees shall also be advised of the obligation to cooperate in the  
1116 investigation and remain available for an administrative interview while on administrative leave.  
1117 The Employer shall concurrently provide the ~~Union~~ **KMFFA** with a copy of the written notice.

1118

1119 Employees shall be allowed to use available accrued paid time off (“PTO”) while on administrative  
1120 leave solely at the employee’s option. In the unusual event the administrative leave continues  
1121 beyond fifteen (15) calendar days, the employee shall be returned to full paid status and remain  
1122 off duty for the remainder of the administrative leave. However, employees placed on  
1123 administrative leave following suspension of their clinical privileges by the State or Local EMS  
1124 Agency or following an arrest for alleged serious criminal misconduct (felony) may be continued  
1125 on unpaid administrative leave until completion of the EMS Agency or criminal proceedings.  
1126 Should the administrative leave for an EMS Agency proceeding and/or criminal proceeding last  
1127 longer than ninety (90) calendar days, the employee shall be separated from employment.

1128

1129 At the conclusion of the administrative leave defined in subsection (A) above, employees shall be  
1130 returned to their regular assignments and/or served with notice of corrective action. If no  
1131 corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay while

1132 the employee was on the unpaid administrative leave. If corrective action is initiated as a result of  
1133 an investigation that leads to a suspension or other lost wages (excluding terminations), the  
1134 employee shall be reimbursed for all lost pay and/or PTO hours used minus the financial penalties  
1135 listed in the corrective action. Employees may grieve the corrective action as provided in this  
1136 Agreement, including the loss of PTO hours and/or pay while on administrative leave.  
1137

1138 In situations where an employee is placed on administrative leave pursuant to subsection (B)  
1139 and/ or (C) above and subsequently reinstated, the employee shall not under any circumstances  
1140 receive any form of compensation for any wages or benefits that were lost, or any PTO that was  
1141 used, while on administrative leave.  
1142

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1143 **ARTICLE 18 – GRIEVANCE PROCEDURE**

1144 **Section 18.01 – Purpose**

1145 The Parties agree that in the event any dispute or grievance arises concerning the interpretation  
1146 or application of any term of this Agreement, including but not limited to any dispute concerning  
1147 wages, benefits and working conditions, such matters shall be resolved according to the  
1148 procedures and conditions set forth below.

1149 **Section 18.02 – Informal Resolution**

- 1150 A. It is the responsibility of the members who believe that they have a bona fide complaint  
1151 concerning their working conditions to promptly inform and discuss it with their  
1152 immediate supervisor in order to, in good faith, endeavor to clarify the matter  
1153 expeditiously and informally at the member’s immediate supervisor level.  
1154
- 1155 B. If such informal discussion does not resolve the problem to the employee’s satisfaction,  
1156 the employee should address their concern with their next level supervisor. An employee  
1157 may have a KMFFA representative present at this discussion. The employee selected  
1158 should be readily available so as not to significantly delay the informal discussion. It is  
1159 the intention of the KMFFA and the Company that every reasonable effort be made to  
1160 settle the concern at this level.  
1161
- 1162 C. If such informal discussion does not resolve the problem to the member's satisfaction,  
1163 and if the complaint constitutes a grievance as herein defined, the member may file a  
1164 formal grievance in accordance with the following procedure.

1165 **Section 18.03 – Grievance Procedure**

- 1166 A. Step 1 – “First Level” - The member shall reduce his grievance to writing by signing and  
1167 completing all parts of the grievance form provided by the Company and submitting it to  
1168 his Battalion Chief or his/her designee as designated by the Company within ten (10)  
1169 business days of the initial commencement of the occurrence being grieved. The  
1170 grievance shall include the following:  
1171
- 1172 1. The specific provision of the Agreement alleged to be misapplied, misinterpreted  
1173 or violated.
  - 1174 2. The remedy sought.
  - 1175 3. A statement(s) identifying the situation.
- 1176 Either party may request that a meeting be held concerning the grievance. The  
1177 Battalion Chief or his/her designee shall, within ten (10) business days of having  
1178 received the written grievance or such meeting, whichever is later, submit his  
1179 response thereto in writing to the grievant and the grievant's representative, if any.  
1180
- 1181 B. Step 2 – “Second Level” - If the response of the “first level” of review does not result in  
1182 resolution of the grievance, the KMFFA may appeal the grievance by signing and  
1183 completing the form and submitting it to the Fire Chief or his/her designee for review  
1184 within ten (10) business days of the grievant's receipt of the first level response. Either  
1185 party may then request that a meeting be held concerning the grievance. Within ten (10)

1186 business days of having received the written grievance or the meeting, whichever is later,  
1187 the second level of review shall submit his response to the grievance to KMFFA. Any  
1188 grievance initiated by the KMFFA that pertains to all members shall be presented at this  
1189 level.

1190  
1191 C. Step 3 – “Non-binding Mediation” - The Parties encourage the use of voluntary non-  
1192 binding mediation as a means of settling disputes without the time and expense of  
1193 arbitration. Within ten (10) calendar days of the ~~Union’s~~ KMFFA’s receipt of the Fire  
1194 Chief’s reply to the grievance at Step Two, the parties may meet to discuss the possibility  
1195 of signing a written agreement to submit the dispute to voluntary non-binding mediation.  
1196

1197 The Federal Mediation & Conciliation Service (FMCS) shall be the permanent mediator  
1198 whose function will be to hear the contentions of the parties, review pertinent  
1199 documentary evidence, and provide the parties with recommendations on how the dispute  
1200 could be resolved. The mediator’s recommendations shall be given orally and shall be  
1201 non-binding. No evidence regarding mediation efforts or the mediator’s  
1202 recommendations shall be introduced in any arbitration, judicial, or administrative  
1203 proceeding, whether state or federal.  
1204

1205 If the parties sign a written agreement to submit the dispute to mediation within ten (10)  
1206 calendar days after the ~~Union’s~~ KMFFA receipt of the Fire Chief’s answer to the Step  
1207 Two grievance, then the deadline to submit the grievance to arbitration (Step Four) shall  
1208 not begin to run until the date the mediator gives his/her oral recommendations to the  
1209 parties. Otherwise, the deadline to submit the grievance to arbitration shall begin to run  
1210 on the date the ~~Union~~ KMFFA receives the Fire Chief’s answer to the Step Two  
1211 grievance.  
1212

1213 D. Step 4 – “Binding Arbitration” - If the grievance is not satisfactorily resolved at Step Two  
1214 (or at Step Three, if the parties have agreed to voluntary mediation), then the ~~Union~~  
1215 KMFFA may refer the grievance to arbitration by filing a written demand for arbitration  
1216 with the American Arbitration Association (“AAA”) no later than ten (10) calendar days  
1217 after either the date the ~~Union~~ KMFFA receives the Fire Chief’s Step Two answer to the  
1218 grievance or the date the mediator gives his/ her oral recommendations to the parties,  
1219 whichever is appropriate. An arbitrator shall be selected in accordance with AAA  
1220 procedures and an arbitration shall be conducted in accordance with its Labor Arbitration  
1221 rules and the terms of this Agreement.  
1222

1223 I. The Parties understand and agree that the arbitrator shall have no authority to add  
1224 to, subtract from, modify or amend the terms of this Agreement, or to inject or  
1225 impose his/her own judgment over that of the Employer in determining levels of  
1226 discipline. The Parties further agree that the arbitrator shall conduct the hearing  
1227 within the scope and in accordance with the terms of this Agreement, and that the  
1228 arbitrator’s decision shall be based solely on the evidence and arguments  
1229 presented by the Parties. The party filing the grievance shall have the burden of  
1230 production and proof at the hearing, except for grievances appealing the

1231 imposition of corrective action, in which the Employer shall have the burden of  
1232 production and proof at the hearing.

- 1233
- 1234 2. The Parties agree that the fees and expenses of the arbitrator **shall be borne**  
1235 **equally by the parties** ~~be paid by the losing party~~, and that all other arbitration  
1236 expenses incurred by either party, such as witness fees, legal fees, transcript fees,  
1237 etc., shall be the sole responsibility of the party incurring such expenses.  
1238
- 1239 3. The Parties agree that in no event shall any award be retroactive beyond the  
1240 effective date on which the grievance was originally presented in writing, and that  
1241 any monetary awards shall be reduced by any unemployment compensation or  
1242 other interim compensation earned or received by the grievant.  
1243
- 1244 4. The Parties agree that the decision or award of the Arbitrator shall be final and  
1245 binding on the Company, the ~~Union~~ **KMFFA** and the grievant.  
1246
- 1247 5. The arbitrator shall be bound by applicable federal, state, county, and city law.  
1248
- 1249 6. The arbitrator shall within 30 days from the close of the arbitration hearing submit  
1250 his **/her** findings.  
1251
- 1252 7. The specified parties shall act upon the findings of the arbitrator in a timely  
1253 manner.

1254 **Section 18.04 – Time Limits**

1255 Failure of Departmental representatives to comply with time limits shall entitle the grievant  
1256 and/or KMFFA to appeal to the next level of review; and failure of the grievant and/or KMFFA  
1257 to comply with said time limits shall constitute abandonment and waiver of the grievance.  
1258 Except, however that the parties may extend time limits by mutual written agreement in advance.  
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**ARTICLE 19 – LAYOFF and RECALL**

**Section 19.01 – Layoff**

When a reduction in force occurs, seniority will be used to determine who is to be reduced from a job classification. Layoff will occur in reverse order of seniority with as much advanced notice as possible.

**Section 19.02 – Recall from Layoff**

As positions become available qualified employees on layoff status shall have the right to be recalled up to one hundred and eighty (180) calendar days from the effective date of layoff, and shall be recalled based on seniority. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within two (2) weeks from the date of the recall letter, or refuse a recall shall be considered to have waived their recall rights. Positions shall be filled based on the seniority of the employees that respond by the two (2) week notice. After one hundred and eighty (180) calendar days from the effective date of the layoff, employees who have not received written notice of recall may notify the Employer of their continued interest in reemployment. Employees recalled from layoff shall be reinstated to their former position. Such employees will have health benefits restored effective the first day of the month immediately after the month in which they return to work. Qualified employees shall have current and valid licenses and certifications at the time of recall.

No new employees may be hired until such time as all qualified laid off employees, whose recall rights have not expired, have been recalled, resigned or refused reinstatement.

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**ARTICLE 20 – EQUIPMENT DAMAGE and ACCIDENTS**

1283 **Article 20.01 – Equipment Damages**

1284 Except for intentional violations of the law or Company policy, and within the restrictions set  
1285 forth in this Agreement, members shall not be held financially liable for damage to Company  
1286 vehicles or property while in performance of their normal duties. Reimbursement by members  
1287 where there is a violation(s) of these Articles shall be by payroll deduction for up to **five**  
1288 **hundred dollars** (\$500), with a maximum of \$50.00 per pay-period, unless the member  
1289 authorizes additional deductions.

1290 **Section 20.02 – Accident Liability**

1291 Members shall not be held financially liable for an accident involving another party, or  
1292 parties that occurs while in the performance of their duties and the Company shall settle or  
1293 defend such accidents at its own expense, except within the restrictions set forth in **this** Article.  
1294 ~~48-47, Accident Judgments and Article 49-48, Accident Defense.~~

1295 **Section 20.03 – Accident Judgements**

1296 All judgments against a member as a direct result of an accident covered in **this** Article ~~46-45,~~  
1297 ~~Equipment Damages and Article 47-46, Accident Liability,~~ shall be assumed by the Company,  
1298 and in no way shall the member be held financially liable for such judgments, provided the  
1299 member was driving and/or performing their job functions in a safe, prudent and legal manner  
1300 within the scope of their normal duties. The employee shall be solely responsible for all civil  
1301 fines and penalties arising out of the employee’s negligence, violation of the law or Company  
1302 policy. The employee shall be solely responsible for any criminal and traffic violations,  
1303 penalties or actions (other than fines, penalties, violations and actions relating to the registration  
1304 and certification of the Company’s vehicles.) The Company shall not be required to pay any  
1305 criminal penalties or fines rendered against a member who was found guilty of a criminal  
1306 act. The Company shall not discriminate against a member because he was involved in an  
1307 accident that was not his/her fault.

1308 **Section 20.04 – Accident Defense**

1309 Rural/Metro will provide legal representation and cover court costs incurred by a member due to  
1310 an accident covered in **this** Article ~~48-47, Accident Judgments and Article 47-46, Accident~~  
1311 ~~Liability,~~ **which** shall be assumed by the Company and in no way shall the member be held  
1312 liable for such costs, provided the member was driving and/or performing their job functions in a  
1313 safe and legal manner within the scope of his normal duties. In no case will the Company  
1314 provide legal counsel if it has been adjudicated that the member committed a criminal act or  
1315 omission. In the event a member is charged with vehicular homicide, assault, battery, or any  
1316 other allegation that is outside the scope of the member's job duties, the Company will not have  
1317 to provide a defense.

1318

1319

**ARTICLE 21 – TRAINING and EDUCATION**

1320 **Section 21.01 – Corporate Integrity Agreements**

1321 Employees are required to complete general compliance training on an annual basis. Current  
1322 employees must complete all general compliance training by the date designated by the  
1323 Employer each year unless excused from completion because of approved leaves of absence.  
1324 Those who do not complete the training by the date designated by the Employer will be subject  
1325 to immediate suspension or termination. Newly hired employees must complete general  
1326 compliance training within thirty (30) calendar days from their date of employment and then  
1327 annually thereafter as required for existing employees. Newly hired employees who do not  
1328 complete the training within thirty (30) calendar days from their date of employment will be  
1329 subject to immediate suspension or termination.

1330 **Section 21.02 – Mandatory Training**

1331 Members will be compensated for their time spent in training classes that are required and/or  
1332 provided by the Employer. Employees may attend the following classes based on their  
1333 certification level:

- 1334 A. Paramedic
  - 1335 1. ACLS
  - 1336 2. PALS, or PEP, or PEARS, or EPC
  - 1337 3. PHTLS, or BTLS, or ITLS
  - 1338 4. CPR
- 1339 B. EMT
  - 1340 1. CPR

1341 **Section 21.03 – Tuition Reimbursement**

1342 A. Employee development is as important to the employee’s future growth as it is to the  
1343 company. Rural/Metro recognizes that employees who are continuously being exposed  
1344 to new knowledge and ideas, which can improve their on-the-job performance and  
1345 contribution to the Company’s results, are vital to our success. To assist employees in  
1346 developing and learning new skills through educational institutions or programs,  
1347 Rural/Metro offers the following tuition reimbursement program (the “program”) for its  
1348 full-time employees who have completed a minimum of one (1) year continuous full-time  
1349 service. The Company may deny tuition reimbursement if the employee has had  
1350 disciplinary action within six (6) months of the reimbursement request.

1351  
1352 B. Employees must obtain advance written approval from their supervisor and cost center  
1353 manager in order to be eligible for the program. If the employee has not obtained written  
1354 approval prior to taking the course, the employee will be responsible for bearing the cost  
1355 of the course. Approval will only be granted for courses (1) offered at an accredited  
1356 academic educational institution or certified training program, and (2) deemed relevant to  
1357 the employee’s current or prospective role at Envision Healthcare or any of its  
1358 subsidiaries.

1359

- 1360 C. If advance approval is granted, the employee will be reimbursed for the cost of the course  
1361 upon the employee's "successful completion" (as defined below) of the course and  
1362 receipt of an invoice from the course provider. Rural/Metro generally will not pay for the  
1363 cost of books or any other expenses associated with the course. Successful completion of  
1364 a course mean achievement of a grade of "B" or higher or a "pass" if the course is only  
1365 offered on a pass/fail basis. If an employee does not successfully complete a course or  
1366 fails to provide proof of successful course completion, he/she will not be eligible for  
1367 reimbursement. The maximum amount of reimbursement under this program is two  
1368 thousand dollars (\$2000) per employee, **as defined in sub-section (A) above** (~~Paragraph~~  
1369 ~~50.1~~) per calendar year. Maximum expenditures in any single fiscal year shall not exceed  
1370 twenty five thousand dollars (\$25,000). If the twenty five thousand dollars (\$25,000) cap  
1371 is met during the fiscal year, the Company agrees to confer with the ~~Union~~ **KMFFA** on  
1372 the potential for increasing the cap to accommodate additional tuition reimbursement.  
1373
- 1374 D. Management reserves the right to exceed the maximum reimbursement. In the event an  
1375 employee separates from Rural/Metro (except due to job elimination) or converts to part-  
1376 time status within twelve (12) months from the date of course completion, he/she shall  
1377 reimburse Rural/Metro for any payments made to the employee under this program.  
1378 Rural/Metro reserves the right to withhold the amount of any tuition owed pursuant to  
1379 this program from an employee's paycheck. Local management may implement a more  
1380 detailed tuition reimbursement program that applies to employees within that particular  
1381 operation (as long as stipulations in the program are followed).  
1382
- 1383 E. For degreed programs in Fire Service Administration, Emergency Service  
1384 Administration, or other related degreed programs as determined by the Company where  
1385 the cost is in excess of **two thousand dollars** (\$2000), the Company reserves the right to  
1386 require an individual employment contract between the Company and the employee that  
1387 provides for a defined period of employment not to exceed thirty six (36) months with the  
1388 Company, or reimbursement to the Company the expenses incurred by the company in  
1389 the course of the training program. Such expenses may include, but not be limited to,  
1390 cost of the training program materials, books, equipment and payroll expense of the  
1391 employee while in the training program.

1392 **Section 21.04 – RMFD/KMFFA Joint Sponsorship**

1393 In order to maintain strong community relations, KMFFA may jointly sponsor public education,  
1394 fire prevention, and other programs. KMFFA may display their logo with that of RMFD if joint  
1395 sponsorship exists.

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## **ARTICLE 22 – UNIFORMS and APPEARANCE**

### **Section 22.01 – Intent**

The public trust the Company has built over the years is dependent upon our image as service providers, as well as the quality of care we deliver. In many cases, our customers and clients have a choice in whom to contact for their needs. The Company believes that how we look and act is important in gaining that public trust.

### **Section 22.02 – Minimum Guidelines**

At a minimum, the following items are prohibited as part of the uniform attire:

- A. Looped or dangling earrings, visible necklaces, loose bracelets
- B. Visible or noticeable body piercing and inappropriate tattoos
- C. T-shirts with inappropriate jargon
- D. Non-company approved baseball caps or hats

### **Section 22.03 – Buttons and Pins**

In no circumstances will members be permitted to wear or display non-approved buttons, pins or other insignia. This would include wearing such items when the member is in a patient care area or if the member has in-person public contact (except during meal or break times taken in a nonpublic area and then, only if the member is not in a position where he may be asked to respond to an emergency call).

### **Section 22.04 – Alterations of Uniforms**

Members required to wear a uniform are expected to wear it properly and in its entirety without personalized alterations or adornments.

### **Section 22.05 – Personal Hygiene**

All members are expected to maintain a professional level of personal hygiene at all times.

### **Section 22.06 – Guidelines Interpretation**

The Fire Chief retains the right to interpret these guidelines using the Company standards of a professional and neat appearance to determine what is acceptable.

### **Section 22.07 – Uniform Compliance**

If deemed necessary, supervisors may ask members to return home on unpaid time to change.

### **Section 22.08 – Corrective Action**

Consistent disregard for Company policy will subject a member to **progressive corrective action as defined in Article 17, Section 17.01.** ~~dismissal under the category of "major violations."~~

### **Section 22.09 – Uniform Allotment**

- A. Members will be given a uniform allotment in the amount of **six hundred dollars** (\$600) per fiscal year for the purchase of uniforms every January 1<sup>st</sup>. The uniform allotment is designed to assist the employee in purchasing and maintaining uniforms to be in compliance with local standards guidelines.

1435 B. A joint labor/management uniform committee will meet periodically to review the  
1436 uniform items and may recommend alternatives or changes in specific items during the  
1437 life of the contract. The employer retains the right to approve or not approve these  
1438 recommendations.

1439  
1440 C. The Company will replace a specific item that is otherwise in good and serviceable  
1441 condition that is confirmed to have been damaged or destroyed during the line of duty  
1442 without charging it against the Member's uniform allowance. Examples of this may be  
1443 but not limited to gross contamination or a torn shirt or pair of pants. Employees are  
1444 required to use the uniform allowance to maintain a clean professional looking uniform  
1445 as detailed in the adopted uniform policy.

1446  
1447 D. Members will be allowed to use their uniform Allowance to order a FD approved Dress  
1448 Uniform from Light House uniforms or any other approved vendor that can provide the  
1449 approved dress uniform.

1450 **Section 22.10 – Uniforms**

1451 Members will be allowed to wear Uniform Shorts while on Duty as described in the following  
1452 SOG:

1453 A. Shorts

- 1454 1. Purchased by the employee from the current Uniform Vendor, and from the  
1455 employees Uniform allotment) shall be 5.11 (11" Tactile Pro Shorts) or True Spec  
1456 (24-7 Rip stop Shorts Mfg#1942) Black in color.
- 1457 2. Duty shorts may be worn from Memorial Day through Labor Day.
- 1458 3. If approved by The Battalion Chief shorts may be worn at other times of warm  
1459 weather.
- 1460 4. Shorts shall be worn with a black duty belt.
- 1461 5. Shorts shall be worn with black athletic shoes offered from the Uniform vendor  
1462 (no contrasting colors, stripes, logos or soles).
- 1463 6. Black athletic shoes should be worn with black low cut ankle socks, again  
1464 available from the uniform vendor.
- 1465 7. Shorts shall not be worn while participating in Fire Prevention programs, or  
1466 Preplans unless approved by the Battalion Chief or officer in charge of the event.
- 1467 8. Legs must be covered with wildland pants or bunker pants upon arrival at the  
1468 scene of a structure fire, fire alarm, vehicle accident, or special rescue operation,  
1469 while wearing shorts. Additional specialized PPE may also be required at these  
1470 calls.

1471 ~~9. Employees with tattoos on their legs shall be prohibited from wearing shorts.~~

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1474 **ARTICLE 23 – JOINT LABOR/MANAGEMENT LEADERSHIP**  
1475 **COMMITTEE**

1476 **Section 23.01 – Joint Labor/Management Leadership Committee**

- 1477 A. There shall be a Joint Labor/Management Leadership Committee consisting of  
1478 representatives of the KMFFA and representatives of the Company's Knox County Fire  
1479 Division. The purpose of the Committee is to facilitate improved Labor/Management  
1480 relationships by providing a forum for the free discussion of mutual concerns and  
1481 problems.  
1482
- 1483 B. The Committee shall meet at least quarterly, at mutually scheduled times, and at any  
1484 other mutually scheduled times.  
1485
- 1486 C. The Chairmanship of the Committee shall be identified as two co-chairs, one from Labor  
1487 and one from Management. The members shall, in advance of a meeting, provide the  
1488 Committees co-chairs with proposed agenda items, and the co-chairs shall provide the  
1489 members with the meeting agenda in advance of the meeting.  
1490
- 1491 D. Representative(s) of the Company, the KMFFA, or outside experts may supplement the  
1492 Committee, if it is proposed to discuss mutual aid, fire protection contract matters, or  
1493 operations issues. Both Labor and/or Management will approve attendance of non-regular  
1494 committee members prior to the meeting.  
1495
- 1496 E. The Committee may, if it deems proper, suggest recommendations to the Fire Chief and  
1497 the Company for their consideration and determination.  
1498
- 1499 F. Any matter referred to the Labor Management Committee in this contract, excluding  
1500 personnel or disciplinary matters, may be discussed by the Committee at the request of  
1501 any member of the Committee  
1502
- 1503 G. The committees will utilize the agreed upon committee guidelines to help facilitate a  
1504 more productive effort and result.

1505 **Section 23.02 – Sub-committees**

1506 The following named Joint Labor/Management Standing Committees will function under the  
1507 following scope and contain the following representatives:

- 1508 A. Safety Committee  
1509 1. Scope: Identify safety issues and concerns. Research and assist with immediate,  
1510 short range and long range plans and goals. Create sub- committees to address  
1511 specific safety issues and concerns.
- 1512 B. Fire Fighter Training and Development Committee  
1513 1. Scope: All hiring practices, testing procedures and recruitment strategies; identify  
1514 training issues, needs and enhancements; define rules for engagement; develop  
1515 and maintain S.O.G.s; define training requirements; and Q.A. for EMS  
1516 documentation.  
1517
- 1517 C. Uniform Committee

1518 1. Scope: Develop, define, and establish design and quality standards for all uniform  
1519 items and allowances.

1520 **Section 23.03 – Committee Participants**

1521 The Company and the KMFFA will each select individuals to serve on each committee.  
1522

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1523 **ARTICLE 24 – CATASTROPHIC ILLNESS**

1524 **Section 24.01 – Intent**

1525 It is the Company's belief that members who are afflicted with a serious, life-threatening illness  
1526 are to be treated no differently than any other member. If a serious disease affects a member's  
1527 ability to perform assigned duties, the member will be treated like other members who have  
1528 disabilities, which limit their job performance.

1529 **Section 24.02 – Work Requirements**

1530 It is the policy of the Company that members with infectious, long-term, life-threatening or other  
1531 serious illnesses may work as long as they are able to perform the duties of their job without  
1532 undue risk to their own health or that of other members, customers, or members of the public.

1533 **Section 24.03 – Catastrophic Illness Defined**

1534 Catastrophic illnesses for the purposes of this Article include but are not limited to the following:

- 1535 A. Cancer
- 1536 B. Heart disease
- 1537 C. Multiple sclerosis
- 1538 D. Hepatitis or tuberculosis
- 1539 E. Human immunodeficiency virus (HIV) and acquired immune deficiency syndrome  
1540 (AIDS)

1541 **Section 24.04 – Member Awareness**

1542 The Company will support, where feasible and practical, educational programs to enhance  
1543 member awareness and understanding of serious illnesses.

1544 **Section 24.05 – Reporting Requirements**

1545 Information relating to a member's serious illness will be treated as confidential and will not be  
1546 disclosed to other members or employees other than on a need to know basis. However,  
1547 members should be aware that pursuant to regulation and law certain governmental agencies,  
1548 such as local Departments of Health, may require the Company to report the existence of  
1549 communicable diseases.

- 1550 A. The Company will comply with applicable occupational safety regulations concerning  
1551 members exposed to blood or other potentially infectious materials. Universal  
1552 precautions, engineering and work practice controls and personal protective equipment  
1553 will be used where appropriate to limit the contraction of and spread of serious illnesses  
1554 in the workplace.
- 1555 B. Members, who are diagnosed as having a serious illness and who want an  
1556 accommodation, should inform Human Resources of their condition as soon as possible.  
1557
- 1558 C. These members should provide Human Resources with any pertinent medical information  
1559 needed to make decisions regarding job assignments, ability to continue working, or  
1560 ability to return to work.  
1561

- 1562 D. The Company also may require a doctor’s certification of a member's ability to perform  
1563 job duties without undue risk to self or others. In addition, the Company may request that  
1564 a member undergo periodic medical examinations.  
1565
- 1566 E. Both members with serious illnesses and their coworkers need to comply with applicable  
1567 federal, state, and industry standards for the prevention of the transmission of serious  
1568 illnesses.  
1569
- 1570 F. Human Resources should review Company policy with the member on such issues as  
1571 member assistance, employment leaves, infection control, the Company’s continuing  
1572 expectation regarding the member's performance and attendance, and available benefits.  
1573
- 1574 G. Human Resources is also responsible for administering federal and state disability laws  
1575 and for providing reasonable accommodation to members with serious illnesses who can  
1576 perform the essential functions of their job and who do not pose a direct threat to their  
1577 own safety or health or to the safety or health of other members, employees, customers,  
1578 or the public.  
1579
- 1580 H. Human Resources is also responsible for helping to identify suitable, alternative positions  
1581 for members with serious illnesses who cannot perform the essential functions of their  
1582 particular job or who cannot function in their particular job without posing a direct threat  
1583 to their own safety or health or the safety or health of other members, employees,  
1584 customers or the public.  
1585
- 1586 I. Members concerned about being infected with a serious illness by a coworker, customer,  
1587 or other person should convey this concern to their supervisor or Human Resources.  
1588
- 1589 J. Members, who refuse to work with or perform services for a person known or suspected  
1590 to have a serious illness without first discussing their concern with a supervisor, will be  
1591 subject to disciplinary action.  
1592
- 1593 K. In addition, where there is little or no evidence of risk of infection to the concerned  
1594 member, the member's continued refusal may result in disciplinary action.

1595 **Section 24.06 – Compliance with Standards**

1596 Members must comply with all applicable occupational safety standards.  
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**ARTICLE 25 – SUBSTANCE ABUSE PREVENTION POLICY**

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Alcohol and drug use may adversely affect the quality of care provided to patients, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to person or loss of equipment and property.

In order to provide the highest quality of patient care, and a safe, healthful and efficient work environment, the Employer requires its employees to report for work able to perform their jobs. All employees will abide by the AMR Substance Abuse Prevention Policy as defined in the Employer’s Safety and Risk Policy Manual and made part of this Agreement by reference.

The Employer agrees to have a ~~Union~~ **KMFFA** representative present at any time that a search of an employee or an employee's personal effects is to take place.

In the event a public or private entity requires that a random drug testing policy be implemented as a contractual obligation between the customer and the Employer, the Employer agrees it shall provide verification to the ~~Union~~ **KMFFA** from the agency or customer requiring such testing. Further more, the Employer agrees it shall meet and negotiate with the ~~Union~~ **KMFFA** over the implementation, testing process, impact, and specific requirements of the program ninety (90) days prior to the implementation of such program.

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1619 **ARTICLE 26 – MISCELLANEOUS PROVISIONS**

1620 **Section 26.01 – Name and Address**

- 1621 A. The Company shall furnish the KMFFA with the names, addresses, and email addresses,  
1622 if applicable, of all newly hired members covered by this Agreement, no later than the  
1623 first day of the month following 30 days of employment.  
1624  
1625 B. The member shall provide the Company and Scheduler officer, a current Address and  
1626 phone number. The member must notify the Company and Scheduler officer within 15  
1627 days of any change in current address and phone number.

1628 **Section 26.02 – Maintenance of Records**

1629 The Company will maintain a member file for every member within the bargaining  
1630 unit. Member files are the property of the Company and access to the file information is  
1631 restricted to Human Resources, supervisors, the member, official KMFFA representatives, and  
1632 members of the appropriate management team for a specific business review purpose only.

1633 **Section 26.03 – Employee Files**

1634 The member file contains the following:

- 1635 A. New Hire paperwork  
1636 B. Performance and Merit Review forms  
1637 C. Corrective Action Notice  
1638 D. Acknowledgment of exemplary performance  
1639 E. Critical Incident Log  
1640 F. Any Human Resource Action Notice submitted to change any member information  
1641 G. Members may add certain items to their personnel files, e.g., customer letters, with the  
1642 approval of Human Resources.  
1643 H. Leave of absence

1644 **Section 26.04 – Medical File**

1645 The Company will maintain a separate "Medical File" for every member within the bargaining  
1646 unit. These files will contain medical information, as listed below, and will reside with the  
1647 Human Resource Office, or his designee. Access to Medical Files is strictly reserved for Human  
1648 Resource and the member. Official KMFFA representatives and management may receive access  
1649 during authorized investigations only with approval of Human Resources.

- 1650 A. Medical Files may contain the following information:  
1651 1. Hepatitis A, B, or C  
1652 2. TB  
1653 3. Workers' Compensation First report of injury  
1654 4. Medical Leave of Absence Forms  
1655 5. Drug Test Results  
1656 6. Healthcare Provider Certifications  
1657 7. Wellness Evaluations

1658 **Section 26.05 – I-9 Forms**

1659 New Hire I-9 forms must be maintained in a separate file in alphabetical order.

1660 **Section 26.06 – Employment Verification**

1661 Supervisors must refer all requests for employment verification to Human Resources and are not  
1662 permitted to provide individual employment references. Requests for employment verification  
1663 will be limited to dates of employment and position held. Requests for other types of  
1664 verifications, e.g., mortgage requests, will be processed when accompanied by a member’s  
1665 signed authorization.

1666 **Section 26.07 – Document Copies**

1667 Members may receive a photocopy of any document that they have signed in their file or  
1668 documents from customers praising the member in the event they are afforded access. A member  
1669 of the Human Resources Department will be with the member at all times while the records are  
1670 being reviewed. The Company will comply with public law in this area to the degree any such  
1671 law may be applicable.

1672 **Section 26.08 – Intra-department Communications**

- 1673 A. The KMFFA, its Executive Board and all its members, will be allowed to use Fire  
1674 Department Communications tools to disseminate official business information of the  
1675 KMFFA when necessary. Such announcements shall not be abusive of any person,  
1676 organization nor disruptive of the department’s operations. The use of E-Mail, Fax  
1677 Machines, Digital Pagers, Alpha-Numeric Pagers, and Telephones will follow the current  
1678 written guidelines identified by the Company regarding their use.  
1679
- 1680 B. The KMFFA may utilize the Company communications center simulcast with the  
1681 approval of the Fire Chief or his designee.  
1682
- 1683 C. The KMFFA, it’s Executive Board, and all its members, will continue to provide bulletin  
1684 boards, as designated by the KMFFA exclusively for posting of official KMFFA  
1685 literature that is not abusive of any person or organization, or disruptive of the  
1686 department’s operations. These bulletin boards may also be used by members, in good  
1687 standing, for posting personal information consistent with the anti-abusive nature of all  
1688 other posted information.

1689 **Section 26.09 – Organizational Structure**

- 1690 A. The size and structure of the Knox County fire division will remain unchanged for the  
1691 duration of this agreement, except in the case that expansion requires the creation of new  
1692 positions or the contraction of the service area requires the elimination of positions.  
1693
- 1694 B. The fire chief will review and provide to the members the organizational statement  
1695 referred to in 29 CFR 1910.156, also called the OSHA Fire Brigades Standard.

1696 **Section 26.10 – Solicitation**

- 1697 A. In the interest of maintaining a proper business environment and preventing interference  
1698 with work and inconvenience to others, the Company believes that our members should  
1699 work in an environment free from harassment or unwanted solicitation.

- 1700 B. This policy is not intended to prevent community trust related activities as approved by  
1701 local leadership in conjunction with local Human Resources as a Company or KMFFA-  
1702 sponsored activity.  
1703
- 1704 C. Members may participate in Company or KMFFA-sponsored health, welfare, and  
1705 charitable activities with specific prior approval from management.  
1706
- 1707 D. Members may not sell merchandise, solicit financial contributions, or solicit for any other  
1708 cause during working time.  
1709
- 1710 E. Members who are not on working time (e.g., lunch breaks, etc.) shall not solicit members  
1711 who are on working time for any cause.

1712 **Section 26.11 – Employment of Relatives**

- 1713 A. The Company believes that the employment of relatives in various positions throughout  
1714 the Company is acceptable but only under approved circumstances. Direct reporting  
1715 involving relatives in any capacity, whether by contract or through an outside service  
1716 agency, may create conflicts of interest potentially harmful to both the Company and the  
1717 employees involved.  
1718
- 1719 B. Direct reporting relationships involving any relatives, including domestic partners, is  
1720 prohibited and must be reported to your immediate supervisor so that appropriate transfer  
1721 can take place.  
1722
- 1723 C. Should a member in a direct reporting relationship begin dating, or become engaged to  
1724 another member, both of the members must report the event to their immediate  
1725 supervisor. One member must request transfer to a position with a different reporting  
1726 relationship. Either member may do so voluntarily, however if neither does so  
1727 voluntarily, then the least senior member must transfer to another position, as soon as it  
1728 becomes available.

1729 **Section 26.12 – Business Ethics**

- 1730 A. As integral members of the Company's team, all members are expected to accept certain  
1731 responsibilities, adhere to acceptable business principles in matters of personal conduct,  
1732 and exhibit a high degree of personal integrity at all times.  
1733
- 1734 B. The Company's public image is very important. Only official Public Information Officers  
1735 (PIO) and/or specifically designated managers and executives of the Company should  
1736 make or give statements to the public or media. Members may not identify themselves as  
1737 a representative of the Company and/or speak on behalf of the Company unless having  
1738 received specific prior authorization from a manager who has the authority to do so. In all  
1739 other cases, please refer questions from the public, the media, government bodies,  
1740 contract clients or other individuals to a supervisor or PIO.  
1741  
1742

1743 **Section 26.13 – Smoking and Tobacco Products in the Workplace**

- 1744 A. To maintain a safe and comfortable working environment the use of tobacco and  
1745 electronic smoking products in the Company's offices, facilities, and vehicles are strictly  
1746 regulated unless otherwise governed by applicable law.  
1747 a. Under no circumstances may members use electronic smoking products other  
1748 tobacco products during the performance of their job duties at any time.  
1749 b. Under no circumstances may members use electronic smoking products other  
1750 tobacco products in a Company vehicle at any time.  
1751 c. Electronic smoking products and the use of tobacco products will be permitted to  
1752 in designated areas only. The immediate supervisor will specify these areas.  
1753 d. Electronic smoking products or the use of tobacco products is prohibited on any  
1754 scene or at any customer/client location unless it is in a designated smoking area.  
1755  
1756 B. Members using electronic smoking products or tobacco products outside of designated  
1757 areas may be subject to disciplinary action.

1758 **Section 26.14 – Crew Safety and Well Being**

1759 The Company shall make a reasonable effort to ensure that all living quarters are maintained in  
1760 order to provide an environment conducive to performing work functions.

1761  
1762 To obtain this environment, the Company will facilitate a timely repair of necessary appliances,  
1763 facilities and utilities. Priority will be given to those items that are necessary to maintain an  
1764 acceptable standard such as air conditioning, heating and bathroom facilities.

1765  
1766 If the circumstances arise beyond the Company's control that prevents the repair from being  
1767 performed, the fire chief may elect to relocate the crew to another facility until the repair is  
1768 completed. At no time shall a crew be required to be in a station that is unsafe or unhealthy.

1769  
1770 Any circumstance that raises a health or safety issue will be addressed (with proposed resolution)  
1771 within 48-hours of the original complaint. A licensed contractor shall be used upon mutual  
1772 agreement between the KMFFA and the Company to determine the appropriate action needed, if  
1773 applicable.

1774 **Section 26.15 – Internet Usage**

- 1775 A. Wireless internet access will be made available where possible by the Company at all Knox  
1776 County Fire stations for all employees to utilize for professional and personal usage.  
1777  
1778 B. Use of the internet for any inappropriate viewing, surfing or other use as determined by  
1779 the Company shall subject the employee (s) in violation to disciplinary action up to and  
1780 including termination.

1781 **Section 26.16 – Station Staffing**

1782 The Employer agrees that Rural/Metro Knox County Fire Stations thirty-two (32) and thirty-  
1783 three (33) will be staffed by a minimum of two full-time 24-hour firefighters by the expiration  
1784 date of this contract.  
1785

1786

**ARTICLE 27 – GENERAL PROVISIONS**

1787 **Section 27.01 – Severability**

1788 The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue  
1789 of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire  
1790 Agreement; rather, all provisions of this Agreement that are not declared unlawful or invalid shall  
1791 remain in full force and effect for the life of the Agreement. The Parties further agree that if any  
1792 provision of this Agreement is held invalid or unlawful, they will enter into collective bargaining  
1793 negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

1794 **Section 27.02 – Bargaining Waiver and Zipper Clause**

1795 This Agreement constitutes the sole and entire existing agreement between the parties and  
1796 superseded all private agreements, commitments and practices whether oral or written, and  
1797 expresses all obligations of and restrictions imposed on the Employer and the ~~Union~~ **KMFFA**.  
1798

1799 The Employer and the ~~Union~~ **KMFFA** acknowledge that during the negotiations which resulted  
1800 in this Agreement, each had the unlimited right and opportunity to make demands and proposals  
1801 with respect to any subject or matter not removed by law from the area of collective bargaining  
1802 and the understanding and agreement arrived at by the parties after the exercise of that right and  
1803 opportunity are set forth in this Agreement.  
1804

1805 With respect to the negotiations leading to the execution of this Agreement, the fact that a  
1806 proposal was made and withdrawn during the course of those negotiations shall not be used to  
1807 prove that the party making the proposal had in any manner given up any rights granted to him  
1808 elsewhere in this Agreement.  
1809

1810 This Agreement is subject to amendment, alteration, or addition only by a subsequent written  
1811 agreement between, and executed by, the Employer and the ~~Union~~ **KMFFA**. The waiver of any  
1812 breach, term, or condition of this Agreement by either party shall not constitute a precedent in  
1813 the future enforcement of any such term or condition.  
1814

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1815

**Article 28 - NO-STRIKE/ NO-LOCKOUT**

1816 **Section 28.01 – No Strike (Work Actions)**

1817 During this Agreement, there shall be no strike, sympathy strike, work stoppage, slowdown,  
1818 walkout, picketing, concerted failure to report to work, refusal to cross a picket line, or other  
1819 interference with the work or operations, called, authorized, approved, encouraged, supported,  
1820 sanctioned, or ratified by the KMFFA. No employee shall directly or indirectly instigate,  
1821 support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown,  
1822 walkout, picketing, concerted failure to report to work, refusal to cross picket line, or other  
1823 interference with the work or operations. Employees violating this provision shall be subject to  
1824 discharge.

1825 **Section 28.02 – KMFFA Responsibilities**

1826 In the event of a violation of this Article, the KMFFA shall immediately and in good faith  
1827 publicly disavow the violation as an illegal strike, insist that the members involved cease such  
1828 violation, and use all means within its power to end such violation as soon as possible.

1829 **Section 28.03 – No Lockout**

1830 The Company agrees that there shall be no lockout during the terms of the Agreement.

1831 **Section 28.04 – Company Responsibilities**

1832 Where the Company believes that there is an objective danger of serious physical harm to an  
1833 employee crossing a picket line, the Company agrees to use its best efforts to obtain police  
1834 protection or police escort.

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**Article 29 – TERM OF AGREEMENT**

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This Agreement shall become effective on XXXXXX, 2017, and shall remain in full force and effect until 2359.59 EST on XXXXXX, 2020. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement unless otherwise specified within the Agreement. Additionally, the ~~Union~~ **KMFFA** and the Employer agree that all terms and conditions of this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this Agreement not less ninety (90) calendar days, but not more than one hundred and twenty (120) calendar days prior to XXXXXX, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set fourth below:

Rural/Metro  
Knox County Fire Operations

Knox Metro Firefighters Association

\_\_\_\_\_  
Randall Strozyk (date)  
Senior Vice President of Operations  
American Medical Response  
Rural Metro Fire Operations

\_\_\_\_\_  
Bill Todd (date)  
President  
KMFFA

\_\_\_\_\_  
David Banelli (date)  
National Vice President of Labor Relations  
Envision Healthcare

\_\_\_\_\_  
Jason Sichler (date)  
Vice President  
KMFFA

\_\_\_\_\_  
Jerry Harnish (date)  
Fire Chief  
Rural/Metro Fire Services

\_\_\_\_\_  
Aaron D. Nupp (date)  
Labor Relations Negotiator  
Envision Healthcare

1876  
1877

**Appendix – A**

<b>Grade</b>	<b>Firefighter</b>		<b>Master Firefighter</b>		<b>Fire Officer</b>		<b>Fire Captain</b>	
	Level II TN FAD/O Engine Crew Leader		State of TN Instructor I		State of TN Officer I		As promoted	
			Minimum 5 years full time service		Minimum 10 years full time service			
Entry Level	\$35,537.60	\$10.64						
Grade 4	\$36,556.54	\$10.95						
Grade 5	\$37,653.24	\$11.27	\$38,782.84	\$11.61				
Grade 6	\$38,782.84	\$11.61	\$39,946.32	\$11.96				
Grade 7	\$39,946.32	\$11.96	\$41,144.71	\$12.32				
Grade 8	\$41,144.71	\$12.32	\$42,379.05	\$12.69				
Grade 9	\$42,379.05	\$12.69	\$43,650.42	\$13.07				
Grade 10	\$43,650.42	\$13.07	\$44,959.94	\$13.46				
Grade 11	\$44,959.94	\$13.46	\$46,308.74	\$13.86	\$48,624.17	\$14.56	\$51,055.38	\$15.29
Grade 12			\$47,698.00	\$14.28	\$50,082.90	\$14.99	\$52,587.04	\$15.74
Grade 13			\$49,128.94	\$14.71	\$51,585.38	\$15.44	\$54,164.65	\$16.22
Grade 14			\$50,602.81	\$15.15	\$53,132.95	\$15.91	\$55,789.59	\$16.70
Grade 15			\$52,120.89	\$15.61	\$54,726.93	\$16.39	\$57,463.28	\$17.20
Grade 16					\$56,368.74	\$16.88	\$59,187.18	\$17.72
Grade 17					\$58,059.80	\$17.38	\$60,962.80	\$18.25
Grade 18					\$59,801.60	\$17.90	\$62,791.68	\$18.80
Grade 19							\$64,675.43	\$19.36
Grade 20							\$66,615.69	\$19.94
Grade 21							\$68,614.16	\$20.54

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