

Collective Bargaining Agreement  
For  
Knox Metro Firefighters Association



And

Rural/Metro  
(Knox County Fire Operations)



**RURAL METRO FIRE**

Effective: March 1, 2017

Expires: February 29, 2020

Ratified: February 25, 2017

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **PREAMBLE**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 – Recognition**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 2 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

### **Section 2.01 – Gender Intent**

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

### **Section 2.02 – Non-Discrimination**

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

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

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

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

### **Section 2.04 – Harassment**

The KMFFA and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Employer's Harassment Prevention Policy is prohibited and will be investigated fully in

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

accordance with the policy and procedure. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article shall be subject to corrective action, up to and including termination.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

### **Section 3.01 – KMFFA Representation**

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

### **Section 3.02 – KMFFA Representatives**

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

### **Section 3.03 – KMFFA Release Time**

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

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

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

### **Section 3.06 – Requests for Information**

The Company will provide the KMFFA upon request non-confidential and readily available information concerning the KMFFA that is necessary to the KMFFA representatives for negotiations and is not otherwise available to the KMFFA, such as personnel census, member benefit data, member discipline, grievance and personnel issues information. Such requests shall be made through the Fire Chief, or his designee, and shall be provided within a reasonable amount of time.

### **Section 3.07 – Employee Orientation**

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

Knox Metro Firefighters Association  
 Attn: Treasurer  
 PO 70246  
 Knoxville, TN. 37938

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

### **Section 3.08 – Interview Process**

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

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

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

### **Section 3.10 – KMFFA Membership**

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

### **Section 3.11 – Right to Representation**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

**Section 3.12 – KMFFA Access**

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

**Section 3.13 – KMFFA Hours Bank**

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

Additionally, the bank of hours will be used to pay members appointed by the KMFFA President to attend business of the KMFFA.

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

### **Section 4.01 – Voluntary Dues Authorization**

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

### **Section 4.02 – Dues Structure**

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

### **Section 4.03 – Indemnification**

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 5 – MANAGEMENT RIGHTS**

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 corrective action 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.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



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

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

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

### **Section 6.02 – Daily Work Routine**

- A. Members will be paid for all hours worked, including non-work time. All members will have a defined regular work routine. This is the time during scheduled shifts that routine work assignments will be performed. Routine work assignments include but are not limited to:
1. Emergency and non-emergency calls
  2. Station, vehicle, and equipment maintenance
  3. Training
  4. Standbys
  5. Public education and special events
  6. Fire prevention inspections and pre-plans
  7. Special projects
  8. Activities required by customer contracts or to maintain good customer relations
- B. For 24-hour shift members the regular work routine is defined as:
1. Monday through Friday 0700 - 1600
  2. Saturday 0700 - 1100
  3. Sundays and Holidays No defined hours, work assigned as needed
- C. The regular work routine is intended to be a guideline for supervisors to follow. Exceptions may be made dependent on workload and special circumstances as determined by the station or chief officer.

### **Section 6.03 – Work Schedules**

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

### **Section 6.04 – Scheduled – No Work**

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

### **Section 6.05 – Work Shifts**

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

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

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

### **Section 6.06 – Holdover**

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

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

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

- A. The Fire Chief will endeavor to permanently fill and keep filled any vacancies within regular bargaining unit positions.
- B. The term “Vacancy” hereunder is defined as a regular opening in any bargaining unit position created by death, retirement, dismissal, promotion, demotion or creation of a new regular position, transfer, or severance.
- C. Members within the operational area will be given first opportunity to bid on vacant positions following a process adopted by the JLMC.
- D. A R/M Knox County hiring process will fill the position as agreed to by JLMC.

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

### **Section 7.01 – Shift Trades**

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

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

### **Section 7.02 – Substitute Coverage**

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

## **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.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## 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 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.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

### **Section 9.02 – Pay Table**

See Appendix A

### **Section 9.03 – Definitions**

- A. Level I. A firefighter meeting the qualifications of Firefighter I listed in NFPA 1001 either by certification by the Tennessee Commission of Firefighting Personnel Standards,

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

and Education or another recognized credentialing authority such as the International Fire Service Accreditation Congress.

- B. EMT. A person holding a valid medical license as an Emergency Medical Technician from the Tennessee Department of Public Health.
- C. EMT-P A person holding a valid medical license as an Emergency Medical Technician-Paramedic from the Tennessee Department of Public Health.
- D. HazMat Ops. A person who meets the qualifications as a Hazardous Materials First Responder at the Operations Level as defined by NFPA 472 and by successful completion of the courses intended to meet the standard as specified by the Department.
- E. TN DL. Tennessee Driver's License.
- F. ICS. A person who meets the training objectives of the Incident Command System courses 100 and 200 by successful completion of the courses intended to meet the standard as specified by the Department.
- G. Level II. A firefighter meeting the qualifications of Firefighter II listed in NFPA 1001 either by certification by the Tennessee Commission of Firefighting Personnel Standards, and Education or another recognized credentialing authority such as the International Fire Service Accreditation Congress.
- H. TN FAD/O. A firefighter meeting the qualifications of Fire Apparatus Driver/Operator listed in NFPA 1002 either by certification by the Tennessee Commission of Firefighting Personnel Standards, and Education or another recognized credentialing authority such as the International Fire Service Accreditation Congress.
- I. Engine Crew Leader. A firefighter meeting job performance requirement 4.6 of NFPA 1021 Standard for Fire Officer Professional Qualifications by successful completion of the course(s) intended to meet the requirement as specified by the Department.
- J. Instructor I. A firefighter meeting the qualifications of Instructor I listed in NFPA 1041 either by certification by the Tennessee Commission of Firefighting Personnel Standards, and Education or another recognized credentialing authority such as the International Fire Service Accreditation Congress.
- K. Officer I. A firefighter meeting the qualifications of Fire Officer I listed in NFPA 1021 either by certification by the Tennessee Commission of Firefighting Personnel Standards, and Education or another recognized credentialing authority such as the International Fire Service Accreditation Congress.



- L. Full Time Service. Continuous, full-time employment within the fire division in Knox County, Tennessee.
- M. Merit Date. The full-time hire date with the Company except in the case of promotion to Captain in which case it is the promotion date.

**Section 9.04 – Longevity**

Each July 1<sup>st</sup> and December 1<sup>st</sup> of each year of this Agreement, members who have completed at least seven years of full-time service in the KMFFA area, according to their KMFFA seniority date, and who meet the additional qualifications specified in this Article shall qualify for \$90.00 for each year of continuous full-time service, up to a semi- annual maximum of \$2,160.00; an annual maximum of \$4,320.00.

- A. Members on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the member returns to active employment.
- B. Payments will be made as soon as possible but no later than 30 days after the qualifying date. Members who separate from employment within the bargaining unit area after the qualifying date but prior to the payment day shall still receive the longevity pay for that period.
- C. A member must have achieved that overall performance rating on “Meets Standard” or better on latest scheduled performance evaluation on file to receive longevity pay. A member who receives a “Below Standard” evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is, “Meets Standard” or better, he will be eligible to receive the next scheduled payment.

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

18	1620	3240
19	1710	3420
20	1800	3600
21	1890	3780
22	1980	3960
23	2070	4140
24	2160	4320

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

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

- A. Effective January 1, 2017, when a member is assigned outside of his/her current assignment he/she will receive a three percent (3%) hourly differential for hours worked in that position. The assignment must be pre-approved by the Fire Chief or his/her designee.
- B. Scheduling will submit appropriate pay differential paperwork to the payroll department when a member is scheduled for an out of title position.
- C. Out of title pay positions are limited to the following:
1. Captain to Battalion Chief
- D. To qualify for the out of title pay benefit, members must have successfully completed the qualifications for the position.

### **Section 9.06 – Report Pay**

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

## **Article 10 – HOLIDAYS**

### **Section 10.01 – Recognized Holidays**

If a member works on a Company recognized holiday, they will be paid their regular hourly rate of pay, plus a premium payment of one-half hour pay for each hour worked on the holiday. Holiday pay shall be paid for the entire shift starting 7am the day of the Holiday. The recognized holidays for the contract period are:

- A. Independence Day
- B. Labor Day
- C. Thanksgiving Day
- D. The Day After Thanksgiving
- E. Christmas Day
- F. New Year's Day
- G. Martin Luther King Day
- H. Memorial Day

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

### **Section 11.01 – Insurance Benefits**

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

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

### **Section 11.02 – Medical Insurance**

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

### **Section 11.03 – Dental Insurance**

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

### **Section 11.04 – Vision Insurance**

- A. Current vision coverage shall continue as described in the plan summary/summaries at the current employee/Employer cost shares.
- B. Effective July 1, 2017 through the life of the Agreement, the Employer shall pay fifty percent (50%) of the monthly premium for the Vision Service Plan 12 (VSP 12). The

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

employee shall pay fifty percent (50%) of the remaining monthly premium through pre-tax payroll deductions.

**Section 11.05 – Long Term Disability Insurance**

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

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

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

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

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

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

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

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

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

### **Section 11.10 – Flexible Spending Accounts**

- A. The Employer shall allow employees to defer up to the maximum allowed by federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for the purpose of paying for dependent care cost for qualified dependents. The dependent care provider will be at the discretion of the employee; however, the employee must receive and present the third party administrator with receipts for dependent care services and the tax identification number of the provider.
- B. The Employer shall allow employees to defer up to the maximum allowed by federal law per calendar year on a pre-tax basis per IRS Section 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision). The employee must receive and present the third party administrator with receipts for medical care. The Employer shall pay the administrative cost for this plan, excluding the elective fee to coordinate payments with the other health insurance plans

### **Section 11.11 – 401(k) Plan**

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

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

**Section 11.12 – Supplemental Workers Compensation Benefit**

- A. When the Company determines that a member has sustained a compensable industrial injury or illness while performing fire suppression, fire prevention, emergency medical services, or field training, the Company will pay the member a supplemental benefit.
- B. The amount of the supplemental benefit will be sufficient so that when combined with his statutory benefit he will receive a net total that is equal to the regularly scheduled hours during the three months preceding the injury or illness.
- C. If an injury or illness is caused by the member's violation of the Company's safety rules, the member shall not receive the supplemental benefit.
- D. If the employee has sustained an injury and is capable of modified work (Light Duty) during recovery, he must be available and work duties as assigned to obtain the supplemental benefit. The employee may use sick or vacation time to make net pay instead of the supplemental benefit.
- E. If the employee is out of work for more than 90 days and has not worked modified duty, the employee will be placed on leave of absence (FMLA), which may have an impact on benefits. It is in the employee's best interest to get clearance as soon as practical for modified/light duty assignments.
- F. If the employee injury does not allow modified work after 90 days and the employee is placed on COBRA, the Company will continue to make the employer portion of the COBRA payments for an additional 90 days.
- G. The supplemental Workers' Compensation benefits as defined in this Article shall expire one (1) year from the date of injury, or upon expiration of this Agreement.

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

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

**Section 11.14 – Wellness Physicals**

- A. For the duration of this Agreement each member will receive a comprehensive medical evaluation and physical on an annual basis. The Company will designate the testing facility and the testing will be done at the Company's expense.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

- B. The Safety and Wellness Committee will provide oversight for the medical evaluation program, making recommendations as necessary to ensure that all members are physically capable of performing their assigned duties without posing a risk to themselves or others.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



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

### **Section 12.01 – Intent**

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

### **Section 12.02 – Sick Time**

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

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

### **Section 12.03 – Sick Leave Allocation**

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

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

### **Section 12.04 – Vacation Time**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

their option, choose to cash out unused vacation time up to the amount of hours available in their vacation bank. Requests for such payment need to be received thirty (30) days in advance. Vacation cash outs will be paid at the employee's current straight time rate of pay.

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

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

**Section 12.05 – Vacation Leave Allocation**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

Employees returning from FMLA leave will be reinstated in their former position or an equivalent position with the same benefits and compensation. Employees who request and are granted a concurrent leave after their twelve (12) week FMLA eligibility cannot be guaranteed a position will be available when they are ready to return. If an employee on FMLA does not return to work, the employee must reimburse The Employer for the employer portion of the insurance premium paid during the leave, unless the employee is unable to return to work due to circumstances beyond his or her control.

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

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

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

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

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

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

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

Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment only upon successful passing of the Physical Fitness Test (PFT). Workers' Compensation leave of absence will run concurrent with any other qualified LOA. Employees shall continue to accrue seniority toward wage tenure increases while on a Workers' Compensation Leave.

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

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

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

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

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

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

#### **Section 13.06 – Bereavement Leave**

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

#### **Section 13.07 – Jury Duty**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

**Section 13.08 – Military leave**

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits while on military leave, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional eighteen (18) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 14 – SENIORITY and PROBATIONARY PERIODS**

### **Section 14.01 – Company Seniority Defined**

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

### **Section 14.02 – Company Seniority Application**

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

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

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

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

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

### **Section 14.05 – Promotions Probationary Periods**

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

### **Section 14.06 – Probationary Review Board**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

review board has the option of acknowledging successful completion of probation, or recommending a probationary extension, demotion, or termination. Those members eligible for the grievance procedure will have that opportunity as requested.

B. The board will consist of the following representatives:

1. The KMFFA
2. The appropriate supervisor
3. Fire Chief designee

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



## **ARTICLE 15 – EMPLOYER RULES**

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 16 – EMPLOYEE HANDBOOK**

### **Section 16.01 – Conflicts**

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

### **Section 16.02 – Modifications**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 17 – CORRECTIVE ACTION AND DISCHARGE**

### **Section 17.01 – Corrective Action Defined**

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

### **Section 17.02 – Corrective Action**

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

### **Section 17.03 – Demotion**

- A. Formal supervision of others is a position of trust. Officers (lieutenants and captains) covered by this agreement can be removed from their commands and reassigned to a nonsupervisory rank if they are found unable to perform their roles or for certain violations.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

#### **Section 17.04 – Licensure**

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

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

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of ninety (90) days. Employees may

utilize accrued vacation time solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

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

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

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

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

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

Employees shall be allowed to use available accrued vacation time while on administrative leave solely at the employee's option. In the unusual event the administrative leave continues beyond fifteen (15) calendar days, the employee shall be returned to full paid status and remain off duty for the remainder of the administrative leave. However, employees placed on administrative leave following suspension of their clinical privileges by the State or Local EMS Agency or following an arrest for alleged serious criminal misconduct (felony) may be continued on unpaid administrative leave until completion of the EMS Agency or criminal proceedings. Should the

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

administrative leave for an EMS Agency proceeding and/or criminal proceeding last longer than ninety (90) calendar days, the employee shall be separated from employment.

At the conclusion of the administrative leave defined in subsection (A) above, employees shall be returned to their regular assignments and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost vacation time and/or pay while the employee was on the unpaid administrative leave. If corrective action is initiated as a result of an investigation that leads to a suspension or other lost wages (excluding terminations), the employee shall be reimbursed for all lost pay and/or vacation hours used minus the financial penalties listed in the corrective action. Employees may grieve the corrective action as provided in this Agreement, including the loss of vacation hours and/or pay while on administrative leave.

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **Section 18.01 – Purpose**

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

### **Section 18.02 – Informal Resolution**

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

### **Section 18.03 – Grievance Procedure**

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

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within ten (10) business days of the grievant's receipt of the first level response. Either party may then request that a meeting be held concerning the grievance. Within ten (10) business days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to KMFFA. Any grievance initiated by the KMFFA that pertains to all members shall be presented at this level.

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

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

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

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

1. The Parties understand and agree that the arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement, or to inject or impose his/her own judgment over that of the Employer in determining levels of discipline. The Parties further agree that the arbitrator shall conduct the hearing within the scope and in accordance with the terms of this Agreement, and that the arbitrator’s decision shall be based solely on the evidence and arguments

For Rural/Metro: \_\_\_\_\_

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presented by the Parties. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action, in which the Employer shall have the burden of production and proof at the hearing.

2. The Parties agree that the fees and expenses of the arbitrator shall be borne equally by the parties, and that all other arbitration expenses incurred by either party, such as witness fees, legal fees, transcript fees, etc., shall be the sole responsibility of the party incurring such expenses.
3. The Parties agree that in no event shall any award be retroactive beyond the effective date on which the grievance was originally presented in writing, and that any monetary awards shall be reduced by any unemployment compensation or other interim compensation earned or received by the grievant.
4. The Parties agree that the decision or award of the Arbitrator shall be final and binding on the Company, the KMFFA and the grievant.
5. The arbitrator shall be bound by applicable federal, state, county, and city law.
6. The arbitrator shall within 30 days from the close of the arbitration hearing submit his **/her** findings.
7. The specified parties shall act upon the findings of the arbitrator in a timely manner.

#### **Section 18.04 – Time Limits**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **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.

## **ARTICLE 20 – EQUIPMENT DAMAGE and ACCIDENTS**

### **Article 20.01 – Equipment Damages**

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

### **Section 20.02 – Accident Liability**

Members shall not be held financially liable for an accident involving another party, or parties that occurs while in the performance of their duties and the Company shall settle or defend such accidents at its own expense, except within the restrictions set forth in this Article.

### **Section 20.03 – Accident Judgements**

All judgments against a member as a direct result of an accident covered in this Article shall be assumed by the Company, and in no way shall the member be held financially liable for such judgments, provided the member was driving and/or performing their job functions in a safe, prudent and legal manner within the scope of their normal duties. The employee shall be solely responsible for all civil fines and penalties arising out of the employee's negligence, violation of the law or Company policy. The employee shall be solely responsible for any criminal and traffic violations, penalties or actions (other than fines, penalties, violations and actions relating to the registration and certification of the Company's vehicles.) The Company shall not be required to pay any criminal penalties or fines rendered against a member who was found guilty of a criminal act. The Company shall not discriminate against a member because he was involved in an accident that was not his/her fault.

### **Section 20.04 – Accident Defense**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 21 – TRAINING and EDUCATION**

### **Section 21.01 – Corporate Integrity Agreements**

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

### **Section 21.02 – Mandatory Training**

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

- A. Paramedic
  - 1. ACLS
  - 2. PALS, or PEP, or PEARS, or EPC
  - 3. PHTLS, or BTLS, or ITLS
  - 4. CPR
- B. EMT
  - 1. CPR

### **Section 21.03 – Tuition Reimbursement**

- A. Employee development is as important to the employee's future growth as it is to the company. Rural/Metro recognizes that employees who are continuously being exposed to new knowledge and ideas, which can improve their on-the-job performance and contribution to the Company's results, are vital to our success. To assist employees in developing and learning new skills through educational institutions or programs, Rural/Metro offers the following tuition reimbursement program (the "program") for its full-time employees who have completed a minimum of one (1) year continuous full-time service. The Company may deny tuition reimbursement if the employee has had disciplinary action within six (6) months of the reimbursement request.
- B. Employees must obtain advance written approval from their supervisor and cost center manager in order to be eligible for the program. If the employee has not obtained written approval prior to taking the course, the employee will be responsible for bearing the cost of the course. Approval will only be granted for courses (1) offered at an accredited academic educational institution or certified training program, and (2) deemed relevant to the employee's current or prospective role with the Employer or any of its subsidiaries.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **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.

### **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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

designed to assist the employee in purchasing and maintaining uniforms to be in compliance with local standards guidelines.

- B. A joint labor/management uniform committee will meet periodically to review the uniform items and may recommend alternatives or changes in specific items during the life of the contract. The employer retains the right to approve or not approve these recommendations.
- C. The Company will replace a specific item that is otherwise in good and serviceable condition that is confirmed to have been damaged or destroyed during the line of duty without charging it against the Member's uniform allowance. Examples of this may be but not limited to gross contamination or a torn shirt or pair of pants. Employees are required to use the uniform allowance to maintain a clean professional looking uniform as detailed in the adopted uniform policy.
- D. Members will be allowed to use their uniform Allowance to order a FD approved Dress Uniform from Light House uniforms or any other approved vendor that can provide the approved dress uniform.

### **Section 22.10 – Uniforms**

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

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

## **ARTICLE 23 – JOINT LABOR/MANAGEMENT LEADERSHIP COMMITTEE**

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

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

### **Section 23.02 – Sub-committees**

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

- A. Safety Committee
  - 1. Scope: Identify safety issues and concerns. Research and assist with immediate, short range and long range plans and goals. Create sub- committees to address specific safety issues and concerns.
- B. Fire Fighter Training and Development Committee
  - 1. Scope: All hiring practices, testing procedures and recruitment strategies; identify training issues, needs and enhancements; define rules for engagement; develop

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



and maintain S.O.G.s; define training requirements; and Q.A. for EMS documentation.

C. Uniform Committee

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

**Section 23.03 – Committee Participants**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 24 – CATASTROPHIC ILLNESS**

### **Section 24.01 – Intent**

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

### **Section 24.02 – Work Requirements**

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

### **Section 24.03 – Catastrophic Illness Defined**

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

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

### **Section 24.04 – Member Awareness**

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

### **Section 24.05 – Reporting Requirements**

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

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

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

#### **Section 24.06 – Compliance with Standards**

Members must comply with all applicable occupational safety standards.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 25 – SUBSTANCE ABUSE PREVENTION POLICY**

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 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 KMFFA from the agency or customer requiring such testing. Further more, the Employer agrees it shall meet and negotiate with the KMFFA over the implementation, testing process, impact, and specific requirements of the program ninety (90) days prior to the implementation of such program.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 26 – MISCELLANEOUS PROVISIONS**

### **Section 26.01 – Name and Address**

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

### **Section 26.02 – Maintenance of Records**

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

### **Section 26.03 – Employee Files**

The member file contains the following:

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

### **Section 26.04 – Medical File**

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

### **Section 26.05 – I-9 Forms**

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

### **Section 26.06 – Employment Verification**

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

### **Section 26.07 – Document Copies**

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

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

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

### **Section 26.09 – Organizational Structure**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

### **Section 26.10 – Solicitation**

- A. In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, the Company believes that our members should work in an environment free from harassment or unwanted solicitation.
- B. This policy is not intended to prevent community trust related activities as approved by local leadership in conjunction with local Human Resources as a Company or KMFFA-sponsored activity.
- C. Members may participate in Company or KMFFA sponsored health, welfare, and charitable activities with specific prior approval from management.
- D. Members may not sell merchandise, solicit financial contributions, or solicit for any other cause during working time.
- E. Members who are not on working time (e.g., lunch breaks, etc.) shall not solicit members who are on working time for any cause.

### **Section 26.11 – Employment of Relatives**

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

### **Section 26.12 – Business Ethics**

- A. As integral members of the Company's team, all members are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times.
- B. The Company's public image is very important. Only official Public Information Officers (PIO) and/or specifically designated managers and executives of the Company should make or give statements to the public or media. Members may not identify themselves as a representative of the Company and/or speak on behalf of the Company unless having

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

received specific prior authorization from a manager who has the authority to do so. In all other cases, please refer questions from the public, the media, government bodies, contract clients or other individuals to a supervisor or PIO.

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_



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

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

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

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

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

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

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

### **Section 26.15 – Internet Usage**

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

**Section 26.16 – Station Staffing**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## **ARTICLE 27 – GENERAL PROVISIONS**

### **Section 27.01 – Severability**

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

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

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

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

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

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

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

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

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

### **Section 28.02 – KMFFA Responsibilities**

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

### **Section 28.03 – No Lockout**

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

### **Section 28.04 – Company Responsibilities**

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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## Article 29 – TERM OF AGREEMENT

This Agreement shall become effective on March 1, 2017, and shall remain in full force and effect until 2359.59 EST on February 29, 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 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 February 29, 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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_

## Appendix – A

Grade	Firefighter Level II TN FAD/O Engine Crew Leader	Master Firefighter State of TN Instructor I  Minimum 5 years full time service	Fire Officer State of TN Officer I  Minimum 10 years full time service	Fire Captain As promoted				
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

For Rural/Metro: \_\_\_\_\_

For KMFFA: \_\_\_\_\_