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AGREEMENT

BETWEEN

THE CITY OF KENTON, OHIO

AND

FIREFIGHTERS LOCAL UNION #2648,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE JANUARY 1, 2013 UNTIL DECEMBER 31, 2015

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PREAMBLE

This Agreement, entered into by the City of Kenton, Kenton Ohio, hereinafter referred to as the "Employer," and the Firefighters Local Union #2648 of the International Association of Firefighters, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
MANAGEMENT RIGHTS

Section 1.1. Nothing herein shall be construed to restrict any Constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the sole right and the authority to administer the business of the department except as expressly limited by the terms and conditions of this Agreement and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall. To reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;

B. To manage and determine the location, type, and number to physical facilities, equipment, programs, and the work to be performed;

C. To determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. To determine the size and composition of the work force and the department's organizational structure, including the right to layoff employees from duty due to lack of work or austerity programs, following the layoff procedures outlined in this Agreement;

E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies, and procedures for all employees;

F. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To determine the department budget and uses thereof;

I. To maintain the security of records and other pertinent information; and,

J. To determine and implement necessary actions in emergency situations.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit personnel of the Kenton Fire Department. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals who are employed by the City of Kenton as full-time fire fighting personnel in any of the following classifications:

Firefighter
Captain Assistant
Assistant Chief

Section 2.2. It is recognized that the Employer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from the unit in compliance with the provisions of this Article and the Ohio Revised Code.

Section 2.3. The provisions of this Agreement shall be binding upon the Union, all bargaining unit employees, the City of Kenton, City Council, and all members of the City Administration.

Section 2.4. All of the terms and obligations herein contained shall not be affected, modified, or altered by any change in the members of City Council, City Administration, or Union officials.

Section 2.5. This Agreement shall cover all current and future locations operated exclusively by the City, where employees are employed in classifications eligible for the bargaining unit, as specified herein.

ARTICLE 3
SEVERABILITY AGREEMENT

Section 3.1. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be

of no further force and effect; but the remainder of the Agreement shall remain in full force and effect.

Any provision contained in this Agreement, which is also addressed in whole or in part in Chapter 124 of the Ohio Revised Code or by the Rules and Regulations of the Kenton Civil Service Commission, shall supersede and replace any conflicting civil service laws, rules, or regulations. Civil service provisions relating to testing and original appointments from a certified list shall not be affected by this provision. The parties further agree that it is their intent to waive the applicability of sections 9.44, 4111.03, and 737.12 of the Ohio Revised Code.

Section 3.2. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by their authorized representatives.

ARTICLE 4
UNION SECURITY/PAYROLL DEDUCTION OF DUES

Section 4.1. Bargaining rights agreed to in this Agreement shall be interpreted to mean that management, the Council, or any of their department, division heads, or supervisors will make no major or permanent change in, nor recommend any change in wages or fringe benefits which have been established by this Agreement which would affect the bargaining unit, without negotiations with the Union.

No other organization or anyone representing management shall at any time represent employees covered by this Agreement nor take any vote of these employees regarding wages, hours, working conditions, or any other matter covered by this Agreement.

The Union agrees to indemnify and hold the Employer, its officials, representatives, and agents harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to such items as wages, damages, awards, fines, court cost, and attorney fees which may arise by reason of or result from the operation of this Article of this Agreement.

Section 4.2. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement appropriately within the bargaining unit.

Section 4.3. The Employer agrees to deduct regular Union membership dues each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City Payroll Department by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer.

Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

This authorization shall only terminate after an employee notifies the City and the Union, in writing, to cancel payroll deduction of Union dues. This revocation can only be done each year at the end of the calendar year.

Section 4.4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.5. The Employer shall be relieved from making such "check-off deductions upon an employee's (a) termination of employment; (b) layoff from work; (c) an agreed leave of absence; or (d) revocation of the check-off authorization in accordance with its terms or with applicable law, and this Article.

Section 4.6. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4.7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues are normally, deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.8. The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month's advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

Section 4.9. Deductions provided for in this Article are subject to the approval of the City Auditor. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any Union member, nor will the Employer deduct more than one (1) month's regular dues for more than one (1) consecutive month.

ARTICLE 5
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 5.1. All references to employees in this Agreement designate both sexes, and

wherever the male gender is used it shall be construed to include male and female employees.

Section 5.2. The Employer agrees not to interfere with the rights of employees to become members of, the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 5.3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activities.

ARTICLE 6
UNION MEMBERSHIP AND EMPLOYEE RIGHTS

Section 6.1. The Union shall have the right to solicit membership of all new members of the Fire Department during non-working hours, and the Employer agrees not to interfere with the rights of new full-time employees to join the Union provided it is agreed that the Union shall not represent employees during their probationary period regarding any disciplinary action.

Section 6.2. The Union recognizes its responsibilities as bargaining agent and agrees to represent all full-time members of the bargaining unit without interference, restraint, or coercion, and shall respect the rights of all full-time employees of the Fire Department.

Section 6.3. In order to promote and fulfill the provisions of this Agreement and to secure and maintain good harmonious relations with the Chief of the Fire Department, the City Administration, and the City Council, the Union agrees to certify, in writing, to the Fire Chief and Safety-Service Director for the City of Kenton, the names of representatives authorized to officially represent the Union membership.

Section 6.4. It is mutually agreed the Fire Department and the individual members of the Union shall regard themselves as public employees, and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

ARTICLE 7
REPRESENTATION

Section 7.1. The Employer agrees elected officers of Local Union #2648 and/or duly appointed representative Committee members shall be granted time off from duty hours, without loss of pay, for the purpose of fulfilling their representative duties. Representative duties shall be defined as necessary meetings with the Employer for matters which may require discussion and consultation regarding negotiations, workers' compensation, pension, work rules, and possible grievances. Time off-duty, without loss of pay, shall be for all meetings which are mutually set by the Employer and the Union. Employees shall obtain advance approval from the Employer before leaving their assigned duties.

Section 7.2. The Employer agrees, during the Employer's normal business hours, accredited representatives of Local Union #2648, the International Association of Firefighters, and the Ohio Association of Professional Firefighters shall have full and free access to the Fire Department premises to investigate and process grievances. Normal and required duty and work shall not be subjected to interruptions and/or harassment due to these visits. The Union representative shall notify the Safety-Service Director and/or Chief of the representative's intent to visit the Fire Department and the purpose of such visit at least twenty-four (24) hours in advance of the visitation, if possible.

Section 7.3. Meetings of Union members will be permitted on the premises of the Fire Department when and where normal work duties are not interrupted by such meetings and when such meetings are confined to leisure time and approved in advance by the Fire Chief. Meetings held pursuant to this Article, without the prior approval of the Fire Chief may result in discipline on those employees in attendance.

Section 7.4. Upon request of the Union, the Employer agrees to make available information on all matters having an effect upon the employment relations and/or working conditions of the Union members.

Section 7.5. The Union shall provide and keep current at all times a list of those duly elected or appointed representatives who shall be recognized by the Employer to perform those functions listed in Section 7.1. The Employer agrees to recognize up to three (3) such representatives. No employee shall be permitted to function as a Union representative until the Employer has been officially notified, in writing, of that person's selection.

ARTICLE 8
WAGES

Section 8.1. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B.

Section 8.2. Employees shall receive a performance evaluation after one year's service in the pay range. If the performance evaluation determines that the employee's performance has been satisfactory or above satisfactory, the employee shall receive a step increase. Performance evaluations will then be performed annually and the employee will receive step increases for satisfactory or above satisfactory performance until the employee reaches the top step of the pay range. This evaluation shall be performed by the Fire Chief.

Section 8.3. Associate Degree Pay. The Employer shall award an eligible bargaining unit employee, as defined below, an additional twenty-five cents ($0.25) per hour for successfully obtaining an Associate Degree in Fire Science.

Upon approval, the additional twenty-five cents ($0.25) per hour shall be added to the eligible employee's regularly hourly rate for all hours worked.

In order to be eligible for such additional payment, contained herein, an employee must comply with the following requirements:

1) the employee must forward a written request to the Chief;
2) the written request must contain the employee's name, classification, Associate Degree held by the employee, and the date the employee received the Associate Degree;
3) the Associate Degree must be in Fire Science from a recognized and accredited school; and
4) a copy of the Associate Degree must accompany the written request.

ARTICLE 9
HOURS AND SCHEDULE

Section 9.1. The normal work schedule for bargaining unit employees working twenty-four (24) hour shifts consists of a three (3) platoon system with each platoon working an alternate nine (9) day work cycle as follows;

On Duty	Off Duty	On Duty	Off Duty	On Duty	Off Duty	Off Duty	Off Duty	Off Duty
1	2	3	4	5	6	7	8	9

Employees working the normally scheduled fifty-six (56) hour workweek (twenty-four [24] hour shifts) will receive 3.12 hours of straight-time additionally each pay day, based upon:

A. Each nine (9) day period equals seventy-two (72) hours worked (four [4] hours over).
B. The maximum allowed is sixty-eight (68) hours in nine (9) days.
C. Three hundred sixty-five (365) day year equals 40.56 nine (9) day periods.
D. Four (4) hours per nine (9) day period multiplied by 40.56 yearly nine (9) day periods equals
162.24 overtime hours annually, divided by twenty-six (26) pay periods computes to 6.24 overtime hours each pay. Whereas straight-time is already paid on the extra hours, an additional half-time compensation is to be paid for those overtime hours to adjust for time-and-a-half pay or the equivalent to 3.12 hours of straight-time pay extra each pay period.

Section 9.2. In accordance with the total complement authorized by the City Council and the manpower available, the department head will continue to assign available staff to achieve the highest efficiency of operations and the greatest protection for the community and in the best interest of everyone's safety.

Section 9.3. Employees shall continue to have the right to exchange hours provided the employee complies with the following requirements: the employee submits a written request to the Fire Chief for prior approval, the change does not interfere with the operation of the Fire Department, and provided the change does not result in the payment of overtime. Exchanged time must be paid back within a twelve (12) month period. Any additional cost to the City as a result of an employee's failure to pay back exchanged work time within twelve (12) months, shall be deducted from the salary of the employee who failed to pay back such time.

Section 9.4. In the event it becomes necessary to call back employees from their off-duty time such employees shall be paid overtime for a minimum of two (2) hours at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate figured by dividing the employees annual rate by two thousand eighty (2080) hours.

Section 9.5. The amount of overtime worked, as described in the preceding sections of this Article and the number of employees requested to work such hours shall be established and determined by the Employer provided, however, such overtime and call back work shall be distributed among all employees as equitably as is reasonably practical.

Section 9.6. Any employee covered by this Agreement who is assigned by the Employer to accept the responsibility and carry out the duties of a position or rank above that which the employee normally holds, for a period of eight (8) hours or more, shall receive (4%) four-percent above the employee's regular rate of pay.

Section 9.7. Standby pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during the employee's normal off-duty hours. An employee shall be considered to be in standby status based on a voluntary sign-up list. Should no employee or an insufficient amount of employees voluntarily sign-up for standby duty, the Fire Chief or designee may mandate employees to standby status. Such mandating shall be by a list of all employees, starting with the least senior employee and finishing with the most senior employee, on a rotating basis. The exchange of standby duty shall be in accordance with section 9.3, above. Employees who are personally notified that they are in standby status will be paid an amount equal to one (1) hour's pay for every eight (8) hours on standby duty at the applicable hourly rate of pay. Standby duty shall not be considered hours of work for purposes of computing eligibility for overtime. Employees on standby shall be considered free to engage in their own pursuits provided the employee is accessible and available for duty while waiting to be engaged in such duty. For the purposes of this Section, a firefighter can sign up to be on stand-by any day he is off-duty excluding personal leave days.

Section 9.8. Employees shall have the option to accrue compensatory time in lieu of overtime payment or standby pay consistent with the computations contained in this section. Employees shall be permitted to accrue up to a maximum of forty-eight (48) hours of compensatory time on a revolving basis that may be replenished upon use. After the accrual of the forty-eight (48) hour maximum the employee must accept overtime payment for any overtime worked. Employees may use compensatory leave in minimum one (1) hour blocks with approval of the Chief or his designee to be granted based upon the operational needs of the department. Upon separation from employment with the City, other than for disciplinary reasons, the employee shall be compensated for the number of hours he has accrued times the normal hourly rate listed in Appendix B of this contract.

Section 9.9. Anytime bargaining unit employees are prevented from performing their normal duties with the City due to a declared state of emergency such as excessive snowfall, fuel shortage, or other calamity, such employees shall receive their normal salary, plus another day off with pay for each calamity day worked.

Section 9.10. Whenever a bargaining unit employee is required by the Employer to attend a mandatory training session during the employee's non-scheduled work hours, such time shall be considered as hours worked and paid at the applicable hourly rate. If the employee is required to report for such training during the employee's off-duty day, the employee shall be compensated for a minimum of not less than two (2) hours. Employees normal work schedules may be adjusted by the Employer to accommodate attendance at mandatory training programs outside the department.

ARTICLE 10
HOLIDAYS AND PERSONAL LEAVE

Section 10.1. Each employee in the bargaining unit shall receive ten (10) days per calendar year for holidays. Holidays shall be awarded as they occur for the year in which the employee begins. The new hire will also be allowed a one-time carryover of two (2) holidays at the end of their first year. Upon separation from employment with the city, other than for disciplinary reasons, an employee hired after January 1, 2007 shall receive payment for any prorated holidays (holidays recognized per the contract) which have been accrued but unused as of the date of separation. Employees hired prior to January 1, 2007 shall receive payment for holidays accumulated in the previous calendar year as well as any holidays (holidays recognized per the contract) which have been accrued but unused in the current year as of the date of separation. The employee shall be entitled to payment for no more than the holidays accrued in the previous calendar year. Any other time accrued must be used as time off. The payment shall be calculated by multiplying the number of Holidays accrued by twenty-four (24) hours pay at their regular hourly rate (annual salary divided by two thousand nine hundred twelve (2912) hours for each).

Section 10.2. These days shall be used in the following manner: Six (6) twenty-four (24) hour work days to be scheduled three (3) days at a time as approved by the department head. Three (3) twenty-four (24) hour work days to be scheduled on a per day basis with prior approval of the department head utilizing Article 9, Section 9.8 if another employee, on the same shift, is already scheduled off for vacation, bonus leave, etc. One (1), twenty-four (24) hour work day may be scheduled off in six (6) four hour segments, as approved by the department head.

In lieu of scheduling time off for holidays as provided in this Section, employees may elect in November of each year to sell back up to three (3) of their unused holidays. Employees electing this option will receive twenty-four (24) hours pay at their regular hourly rate (annual salary divided by two thousand nine hundred twelve [2,912] hours) for each holiday traded for cash. Payment for such holidays will be made with the first paycheck in December each year.

Section 10.3. The following holidays shall be recognized as premium holidays:

New Year's Day Veteran's Day

President's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Employees required to work on a premium holiday shall receive their normal straight-time rate of pay plus receive twelve (12) additional hours of pay at an hourly rate figured by dividing the employee's annual salary by two thousand eighty (2,080) hours. The employee must work a full twenty-four (24) hour shift, the majority of which occurs on the holiday to be eligible for additional holiday premium.

Section 10.4. In addition to the above listed holidays, each full-time bargaining unit employee shall be entitled to two (2) personal leave days per year after the first year of service with the City of Kenton. Personal leave days shall not be accumulative from year to year and shall not be compensated if they are not used.

ARTICLE 11
VACATIONS

Section 11.1. Full-time employees covered by this Agreement, shall be entitled to annual vacations according to the following schedule:

Years of Service With City of Kenton Completed	Weeks of Vacation Entitled
1 year but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years or more	5 weeks

Vacations may be taken in one (1) week intervals. One (1) week of vacation shall equal seven (7) consecutive calendar days regardless of the number of work days the employee is regularly scheduled during the period.

Section 11.2. Vacation shall be accrued each biweekly pay period at the following rates:

Annual Vacation Entitlement	Biweekly Accrual Rate
2 weeks	.539 days
3 weeks	.808 days
4 weeks	1.077 days
5 weeks	1.347 days

Employees shall begin accruing vacation from their date of hire, however, no vacation shall be credited to the employee, until the employee has completed the first year of service with the City of Kenton.

Section 11.3. No employee shall receive vacation days in their first year of employment. Employees in their second year of employment shall receive pro-rated vacation days accrued in their first year of employment according to section 11.2. After the employee's second year of employment, employees shall then have a January 1st anniversary date. All vacation days must be used by the employee prior to the employee's next anniversary date unless otherwise agreed in accordance with departmental policy. If an employee has requested vacation time off and had such vacation request refused, the employee may, with the prior approval of the Safety Service Director carry over the unused vacation into the employee's next anniversary year for a period not to exceed six (6) months or, with the approval of the Safety Service Director, be paid for the unused portion of the employee's vacation at the employee's normal rate of pay. In order to be eligible to carry over or be paid for unused vacation, the employee must submit a written request to the Safety Service Director and must have demonstrated a willingness to reschedule the vacation time originally requested.

Section 11.4. Bargaining unit employees shall be entitled to payment at their regular rate of pay for each week of vacation utilized. Vacation pay for each week of vacation utilized, shall be calculated by dividing the employee's annual salary by fifty-two (52) weeks. Upon separation from employment with the City, other than for disciplinary reasons, employees shall be entitled to vacation time accrued in the previous calendar year as well as vacation accrued in the current year but unused as of the date of separation. The employee shall be entitled to payment for no more time than outlined in section 11.1. Any other time accrued must be used as time off.

Section 11.5. Vacations within the Fire Department shall be granted, subject to the operational needs of the department and approval of the Chief, based upon seniority.

ARTICLE 12
SICK LEAVE

Section 12.1. Sick Leave Rules & Regulations

A. Crediting of Sick Leave.

Each employee covered by this Agreement shall earn 6.46 hours of sick leave for each biweekly pay period the employee is in active pay status. Active pay status includes all time when the employee is being compensated directly by the City of Kenton, excluding any unpaid leaves of absence or layoffs. An employee may accumulate unused sick leave without limit.

B. Retention of Sick Leave.

All employees hired by the City prior to February 1,1989 shall have their sick leave balance on that date, including any unused sick leave previously credited due to prior employment with the City, the state, or any political subdivision of the state, accredited to their account and shall accrue additional sick leave thereafter in accordance with the provisions herein.

All employees hired after February 1, 1989 shall earn sick leave in accordance with this Article and shall not be entitled to any sick leave earned during previous periods of employment with the City, the state, or any other political subdivision of the state.

Once a year, the Employer will issue to each employee a statement indicating accumulated sick time and vacation leave. The statement will be issued at the end of January each year giving the total accumulation as of December 31 of the previous year. It is understood employees can, at any time, check their accumulated sick leave and vacation time with the department head.

C. Uses of Sick Leave.

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury, or death in the employee's immediate family. In the case of a member of the immediate family not living in the same household, the City may credit sick leave when it is believed justified, but such cases will be carefully investigated. An employee shall be permitted to take a portion of a sick day for medical, dental, or optical examination which cannot be scheduled during non-working hours.

A certificate from a licensed physician, dentist, or optometrist verifying the appointment is required.

For the purposes of this Section, "immediate family" shall be defined as the employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's grandparents, or a person standing in place of the employee's or spouse's parents.

D. Notification by Employee.

When an employee is unable to report to work, the employee shall notify the immediate supervisor or other designated person, one-half (1A) hour prior to the time the employee is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with the supervisor. Employees failing to report as outlined above may be subject to disciplinary action, but shall still be eligible for sick leave benefits provided they report their absence no later than their scheduled starting time.

Employees who report their absence within thirty (30) minutes following their scheduled starting time will be placed on an unpaid leave of absence for the day and will not be entitled to sick leave benefits.

Employees who fail to report their absence within thirty (30) minutes following their scheduled starting time or who continually fail to report their absence timely, shall be considered absent without leave, subject to disciplinary action and shall not be entitled to sick leave benefits.

Upon the discretion of the Fire Chief, following investigation, the Chief may waive the regulations contained in this Section (D), due to special circumstances.

E. Evidence Required For Sick Leave Usage.

Any employee requesting sick leave shall be required to furnish a standard written statement, stating the nature of the illness, to justify the use of sick leave. Falsification or failure to provide the written and signed statement shall be grounds for disciplinary action including denial of sick leave payment.

The written and signed statement must be submitted to the Fire Chief by the end of the pay period in which sick leave is requested. The Fire Chief shall submit the request for sick leave, with the Chiefs recommendation, to the Safety-Service Director for the Director's approval or disapproval of the request. Employees shall not be paid sick leave until they have submitted the above statement in accordance with this Section, and the request has been approved by the Safety-Service Director.

F. Physician Statement.

Anytime an employee requests sick leave exceeding two (2) days or anytime the employee requires medical attention while on sick leave, the employee shall obtain and submit to the Fire Chief, a certificate stating the nature of the illness or injury from the employee's physician.

Where sick leave is requested to care for a member of the employee's immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

G. Charging of Sick Leave.

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days on which the employee would otherwise have been scheduled to work. One (1) hour of sick leave shall be deducted from the employee's accumulated sick leave balance for each hour of approved absence chargeable to sick leave. Sick leave payment shall not exceed the normal scheduled work day or workweek earnings.

H. Expiration of Sick Leave.

If illness or disability continues past the time covered by earned sick leave, an employee may request either an unpaid personal leave of absence or an unpaid disability leave in accordance with the appropriate Article and Sections of this Agreement.

Employees who have exhausted their accumulated sick leave and who have failed to have a leave of absence approved, shall be considered absent without leave and subject to disciplinary action.

I. Abused Sick Leave.

Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to appropriate disciplinary action in accordance with this Agreement. The City may initiate investigations when an employee is suspected of abusing sick leave rules and regulations.

J. Physical Examination.

The City may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position.

Section 12.2. Excessive Use of Sick Leave. If an employee uses sick leave on four (4) separate occasions of forty-eight (48) hours or less per occasion during a twelve (12) month period, the employee shall receive a verbal counseling.

If an employee uses sick leave on five (5) separate occasions of forty-eight (48) hours or less per occasion during a twelve (12) month period, the employee shall receive a written reprimand.

If an employee uses sick leave on six (6) or more separate occasions in a twelve (12) month period, the employee's use of sick leave benefits thereafter shall be limited as follows:

> The first two (2) consecutive work days of any sick leave occasion will be without pay; however, the employee may utilize vacation time for such absence. If an employee's sick leave is for three (3) or more consecutive work days, sick leave will be paid starting on the third day.
>
> The reduction of sick leave for the first two (2) consecutive days under this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

An occasion of sick leave usage as expressed in this Article shall mean each time sick leave is used for other than a regularly scheduled course of medical treatment of an employee as directed and verified by the employee's physician and pre-approved by the Employer. If the employee's illness or injury results in an absence of more than forty-eight (48) hours, such absence shall not be considered an occasion for purposes of this Section.

Section 12.3. Severance Pay. Employees who retire from employment with the City of Kenton shall be paid for their accumulated but unused sick leave in accordance with the following schedule:

Years of Service With the City of Kenton	Percentage of Hours Paid	Maximum Payment Allowable
10 years but less than 15 years	50%	335 hours
15 years but less than 20 years	75%	530 hours
20 years or more	100%	700 hours

In order to qualify for the above payment, the employee must be eligible for retirement in accordance with the applicable state retirement plan at the time of the employee's separation from City employment.

Employees who separate their employment with the City, other than for disciplinary reasons or retirement, shall be paid for twenty-five percent (25%) of their accumulated but unused sick leave up to a maximum payment as follows:

Years of Service With the City of Kenton	Maximum Payment Allowable
10 years but less than 15 years	335 hours
15 years but less than 20 years	530 hours
20 years or more	700 hours

The above payments, shall be made at the employee's regular rate of pay at the time of separation from employment computed based on the employee's annual salary divided by two thousand eighty (2,080) hours. Severance pay shall be paid at the time of the next regular wage payment to City employees and shall be subject to all lawful deductions. Employees shall only be eligible for payment in accordance with this Section for sick leave accumulated while employed by the City of Kenton.

Section 12.4. Bonus Leave. Each employee who has accumulated nine hundred eighty (980) hours of sick leave, shall receive twenty-four (24) hours of paid bonus vacation leave for each 28.7 hours of unused sick leave accumulated during the preceding year in excess of the nine hundred eighty (980) hours, but in no event shall this bonus vacation leave exceed five (5) working days (one hundred twenty [120] hours). One (1) hour of bonus vacation leave shall be deducted from the employee's sick leave balance for every three (3) hours of bonus vacation utilized.

ARTICLE 13
INJURY LEAVE

Section 13.1. Employees injured while working within the scope of their employment, and who are temporarily disabled by such injury, shall receive their usual and normal salary and compensation during such period, provided the employee complies with the provisions contained in this Article However, no employee shall be eligible for injury leave unless and until the employee has completed and submitted a "Report of Injury" Form to the Safety-Service Director within forty-eight (48) hours of the incident. The employee must also cooperate in filing a claim for workers' compensation, medical coverage only. Any employee who files a claim with workers' compensation for lost time wages shall not be eligible for injury leave as provided for in this Article.

Section 13.2. If the injury sustained by the employee is determined to be work-related as defined herein, then injury leave shall be granted for an initial duration of ninety (90) days. The ninety (90) day period may be extended on a period by period basis, not to exceed six (6) months from the date of injury and shall not be charged against the employee's sick leave. Following the period of injury leave, the employee may use accumulated sick leave, vacation, or apply for an unpaid disability leave if the employee is still disabled.

The employee shall return to work in a transitional work assignment in the Fire Department, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense.

Section 13.3. Additional injury leave will be granted by the Employer after one hundred eighty (180) days upon certification by a duly licensed physician and approval by the Safety-Service Director. Diagnosis and certification demanded by the Employer to consider additional leave shall be paid for by the Employer. Approval of extensions will not be unreasonably withheld but shall not result in a total injury leave period of more than one (1) year.

ARTICLE 14
FUNERAL LEAVE

Section 14.1. Bargaining unit employees who have a death in their immediate family are entitled to funeral leave with pay as provided in this Article to make household adjustments, arrange for funeral services, and to attend the funeral services, with prior approval of the appointed authority.

Section 14.2. A maximum of two (2) working days of funeral leave will be provided within a period of seven (7) calendar days prior to the funeral to seven (7) calendar days following the funeral in the event of the death of the employee's:

Current Spouse	Mother-in-law
Child	Father-in-law
Mother	Person standing in place of employee's or spouse's parent (loco parentis)
Father	
Brother	Son-in-law
Sister	Daughter-in-law
Grandparent	Grandchild

Section 14.3. An employee shall be entitled to one (1) work day of funeral leave (prior to or on the day of the funeral) in the event of the employee's:

Aunt	Brother-in-law
Uncle	Sister-in-law
Niece	Grandparent-in-law
Nephew	

Section 14.4. An employee may request up to eight (8) hours leave to attend the funeral of a person not specified in sections 14.2 and 14.3. The granting of such leave shall be discretionary with the appointed authority and the time shall be deducted from the employee's accumulated sick leave.

ARTICLE 15
COURT OR JURY DUTY

Section 15.1. Employees shall be granted a paid leave of absence any time they are called for jury duty, serve as a member of a jury, or are subpoenaed as a witness in court.

Employees shall be granted a paid leave of absence any time they are required to appear before any authorized board or commission of the state, counties, or local governmental agencies.

Section 15.2. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. An employee released from jury or witness duty prior to the end of the employee's scheduled work day, shall report to work for the remaining hours, if two (2) or more hours remain on the employee's schedule.

Section 15.3. All compensation received by the employee for jury or witness duty, shall be remitted by the employee to the City unless such duty is performed totally outside the employee's normal working hours.

Section 15.4. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as required by outside employment, traffic court, divorce proceedings, custody hearings, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated leave time.

ARTICLE 16
HOSPITALIZATION AND LIFE INSURANCE

Section 16.1. The Employer agrees to contribute ninety (90%) percent of the total cost of the health insurance premiums. Employees shall contribute ten (10%) percent of the total cost of the health insurance premiums for the applicable coverage. The employees' share shall be deducted from their pay.

Section 16.2. Death Benefits, Wages, and Vacation. The Employer will pay all wages or personal earnings due to the deceased employee to: (A) the surviving spouse; (B) any one or more of the children eighteen (18) years of age or older; or (C) the father or mother of the deceased employee, preference being given in the order named, without requiring letters of testamentary or letters of administration to be issued upon the estate of the deceased employee, and without requiring an Ohio Estate Tax Release where the wages or personal earnings do not exceed one thousand dollars ($1,000.00). Included in personal earnings shall be an amount equivalent to the value of earned but unused vacation.

This Article shall be administered as to comply with the Ohio Revised Code and all other applicable law(s).

Section 16.3. Life Insurance. The Employer shall provide a fifty thousand dollar ($50,000) group term life insurance policy covering all bargaining unit employees.

Section 16.4. Health Insurance Committee. The Employer recognizes the need for adequate insurance coverage and the Union and employees recognize the ever increasing cost of insurance. Therefore, the parties agree to work cooperatively in seeking a benefits package which can provide adequate coverage at a reasonable cost. The Employer agrees to meet with a joint committee including one representative of each bargaining unit and a representative of the

non-bargaining unit employees to discuss and review any proposed changes in the health insurance coverage. Notwithstanding the above, the final choice of insurance provider and a benefits package shall be at the sole discretion of the Employer.

ARTICLE 17
FIRE DEPARTMENT

Section 17.1. Firefighter Uniform Allowance. Each firefighter, upon initial hiring shall receive three (3) pairs of pants, three (3) long sleeve shirts, three (3) short sleeve shirts, six (6) required T-shirts, one (1) sweatshirt, one (1) hooded sweatshirt, one (1) tie, one (1) cap, one (1) jacket liner, one (1) belt, one (l) pair of dress shoes, and one (1) jacket, and any other item pre-approved by the Safety-Service Director.

After the completion of twelve (12) months service, each firefighter shall receive four hundred fifty dollars ($450.00) per year in a uniform replacement account for the purpose of replacing those worn and aging uniform items listed above. This account shall be established in February of each year.

Items damaged while in the line of duty shall be replaced without deduction in the employee's uniform replacement account. Civilian clothing damaged when an employee is re-called to duty in an emergency without time to change to a uniform shall be replaced without deduction in the employee's uniform replacement account.

The Safety-Service Director and the Fire Chief shall establish a standard uniform code. Employees presenting themselves for duty not in proper uniform, shall be subject to disciplinary action including being sent home until properly uniformed. Cleaning and proper maintenance of uniforms shall be the employee's responsibility.

Once a firefighter notifies the city of his/her intent to retire any clothing purchases made after that date must be approved in advance by the Fire Chief and the Safety Service Director before the purchase is made or the order is placed.

Section 17.2. The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, boots, turnout coats, and other protective equipment necessary to preserve and protect the safety and health of firefighters.

The Chief of the department, after reviewing specifications and recommendations of the fire equipment manufacturers and state and federal safety organizations shall determine the minimum standards that such equipment shall meet. If the Union desires to contribute to these decisions, it may do so through Labor/Management meetings. The Chief shall also determine what equipment shall be necessary in compliance with all laws and customary safety considerations, but shall not reduce the equipment below the present equipment.

Section 17.3. The parties agree that any grievance involving a safety issue shall be expedited through the grievance procedure contained herein. If the employee is unable to resolve the safety concern through a verbal discussion with the Chief, a written grievance may be submitted

immediately to the Safety-Service Director. If the issue cannot be resolved by the Safety-Service Director, the parties agree to expedite the issue through the grievance arbitration process.

ARTICLE 18
UNION-RELATED CONFERENCES OR SEMINARS

Section 18.1. In the event that either the International Association of Firefighters, or the Ohio Association of Professional Firefighters, requests the attendance of local Union members to a National or State Union Conference or any seminar, the Local Union President and one (1) appointed designee from the Union shall be permitted up to two (2) days per year unpaid leave of absence, to attend such meetings. Employees may utilize other available paid leave, for the purpose of this Article. The employee shall make written request for such leave of absence at least ten (10) calendar days in advance of the requested date. Such written request shall have the written request of the applicable. Association attached. The granting of this type of leave shall be at the discretion of the Fire Chief and shall only be granted if adequate staffing is available to cover the shifts at no overtime cost to the City and the Fire Chiefs response shall be in writing. For the purposes of Union training functions, the maximum amount of time that bargaining unit members may be absent during any calendar year shall be limited in the aggregate to twenty-four (24) hours.

ARTICLE 19
SENIORITY

Section 19.1. Seniority, except as otherwise provided in this Agreement, shall be an employee's uninterrupted length of continuous service calculated from the employee's date of hire with the Kenton Fire Department.

Section 19.2. Employees with the same seniority date shall be assigned to the seniority list in the order of their ranking on the original Civil Service Eligibility List.

Section 19.3. Seniority shall be broken when an employee:

A. Quits or resigns;
B. Is discharged;
C. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail, to the employee's last known address as shown in the City's records, unless satisfactory excuse is shown; or
D. Fails to return from an authorized leave of absence or is absent without leave for three (3) or more days.

Section 19.4. Classification seniority shall be an employee's length of continuous service in the same classification.

Section 19.5. An employee on an authorized leave of absence continues to accumulate seniority, however, benefits are accumulated only while an employee is in active pay status.

ARTICLE 20
JOB ABOLISHMENT OR LAYOFF

Section 20.1. When it becomes necessary, through lack of work or funds, or for causes other than disciplinary actions, to reduce the force in the Fire Department, the employee with the least classification seniority in the classification affected shall be first laid off or demoted per the provisions of Section 20.3 of this Article.

Section 20.2. Should a position in the Fire Department once abolished or made unnecessary, be found necessary to be recreated or re-established within three (3) years from the date of abolishment, the oldest employee in classification seniority among those laid off shall be entitled to the position, provided the employee was at the date of separation a regular and permanent employee. Should a vacancy occur, which the Employer desires to fill, due to a death, resignation, or any other cause during the three (3) year period from the date of the abolishment or layoff., employees shall be recalled in the same manner as above.

Section 20.3. When a position above the rank of a regular firefighter is abolished and the incumbent has been permanently appointed, the incumbent shall be demoted to the next lower rank and the youngest officer in seniority in the next lower rank shall be demoted, and so on down until the youngest person in seniority has been reached, who shall be laid off.

Section 20.4. The City shall provide the Union with a written notice not less than two (2) weeks prior to abolishing any position within the bargaining unit or laying off any bargaining unit employee.

ARTICLE 21
GRIEVANCE PROCEDURE

Section 21.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by ordinances of the Kenton City Council or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

Section 21.2. It is the intent of the Union and the Employer that this grievance procedure be the sole and exclusive appeal procedure for employees within the bargaining unit and any other appeal procedures which previously existed under law or Civil Service Regulations are hereby waived.

Section 21.3. Prior to the formal filing of any grievance, the grievant shall submit the grievance to the grievance committee. The grievance committee shall consist of bargaining unit members appointed by the union. Once the grievance is submitted to the grievance committee, the committee shall discuss the merits of the grievance and decide if the grievance should be

formally filed. Should the grievance committee decide the grievance does not merit filing, the grievance shall not be filed and the issue shall be considered resolved. Should the grievance committee decide the grievance has merit, the grievance shall be filed in accordance with this Article.

All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step, using the grievance form which has been agreed upon by both parties. All written grievances must contain the following information to be considered at any step of the procedure.

(1) Aggrieved employee's name and signature;
(2) Aggrieved employee's classification;
(3) Date grievance was filed;
(4) Date and time grievance occurred;
(5) Where grievance occurred;
(6) Description of incident giving rise to the grievance;
(7) Articles and Sections of Agreement violated; and
(8) Remedy requested.

At each Step of the grievance procedure, the original grievance shall be presented to the City's representative along with all accompanying data and answers from any previous Step of the procedure. The City's representative shall return the original grievance, accompanying data, and previous grievance answers to the grievant with the representative's answer attached within the time limit established for the applicable Step of the procedure.

Any employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any Step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced to the next Step in the grievance procedure. All time limits on grievances may be waived upon the mutual consent of the parties, which shall be in writing.

Section 21.4. The following Steps shall be followed in the processing of a grievance:

Step 1: The employee, with an appropriate Union representative if the former desires, shall present the grievance to the Fire Chief within ten (10) calendar days of the occurrence of the incident giving rise to the grievance. Said grievance shall be reduced to writing, using the form jointly developed by the parties.

The Fire Chief and/or the Chiefs designated representative shall schedule a meeting, if deemed necessary, with the aggrieved employee and the employee's representative. The Fire Chief and/or the Chief's designated representative shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Union representative within five (5) calendar days following the meeting.

Step 2: If the grievance remains unsettled, it may be presented by the employee and/or no more than two (2) Union representatives to the Safety-Service Director and/or the Director's designated representative in writing within five (5) calendar days after the Fire Chiefs response. The Safety-Service Director and/or designated representative shall respond in writing to the employee or Union representative within ten (10) calendar days after meeting with the grievant and/or Union representatives.

Section 21.5. When employees covered by this Agreement represents themselves in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. Employees choosing to represent themselves may choose one (1) other bargaining unit employee to accompany them in any meetings.

Section 21.6. The Employer and the Union will develop jointly a grievance form. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 21.7. A grievance, under this procedure, may be presented by any employee within the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each bargaining unit employee in the same manner, one (1) employee selected by such group will process the grievance as a "class action grievance." However, in a class action grievance, each employee affected shall sign the grievance form or an attached statement indicating their desire to grieve the matter. Grievances shall be prepared in triplicate.

Section 21.8. In each Step of the Grievance Procedure outlined in this Article, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, only the primary representative will be in attendance at such meetings. However, it is understood by the parties, in the interest of resolving grievances at the earliest possible step of the Grievance Procedure, it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in resolving the grievance.

ARTICLE 22
ARBITRATION

Section 22.1. A grievant who, after receiving the written answer to a grievance at Step Two (2) of the Grievance Procedure still feels the grievance has not been resolved to the grievant's satisfaction, may, upon approval of the Union, request the grievance be submitted for arbitration. The Union must make written application to the Safety-Service Director for arbitration within ten (10) calendar days of receipt of the written answer from the Safety-Service Director at Step Two. A copy of such application shall be sent by the grievant to the Union President. The decision as to whether any grievance will be pursued to arbitration shall be at the sole discretion of the Union.

Section 22.2. Within fifteen (15) calendar days following receipt of the Union's request for arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association (AAA) to submit a panel of Arbitrators. The parties shall follow the rules set forth by AAA in the selection of an Arbitrator, however any list provided by AAA shall consist of Arbitrators from Ohio only and shall be members of the National Academy of Arbitrators. Should either party determine that any panel is totally unacceptable, an additional panel may be requested. Any administrative fee for obtaining the panel of arbitrators shall be paid by the party requesting arbitration. Should a panel not be wholly unacceptable to either party, but agreement cannot be reached as to one (1) mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and by selecting the remaining name after six (6) names have been struck. The party initiating the grievance shall be the first to strike a name from the panel of arbitrators.

Section 22.3. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of AAA. The arbitrator's sole function shall be to interpret this Agreement and to determine whether the City or the Union is failing to abide by its provisions. The arbitrator shall not have any authority to change, amend, modify, or otherwise alter this Agreement or any part thereof. It is expressly understood that the findings of the arbitrator, within the arbitrator's function described herein, shall be final and binding on the Employer, the Union, and the employees.

Section 22.4. The arbitrator shall render the findings and award within thirty (30) days following the close of the record and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director and to the Union.

ARTICLE 23
WAIVER IN CASE OF EMERGENCY

Section 23.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Kenton, Ohio, or the Federal or State Legislature, due to emergencies such as. acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management's replies to grievances.
B. Work rules and/or agreements and practices relating to the assignments of City employees as specified by the Employer.

Section 23.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s) had properly progressed.

ARTICLE 24
NO STRIKE OR LOCKOUT

Section 24.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Kenton, Ohio. Therefore:

A. The Union agrees that neither it, its officers, agent's representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members or other employees of the Employer. When the Employer notifies Hie Union by certified mail that any. of its members are engaged in any such strike activity as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

B. The Employer agrees that neither it, its officers, agent, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section 24.1 (A) of this Article.

Section 24.2. This Article shall not be construed to prevent the Employer from pursuing other legal recourse as a means of eliminating any illegal job action.

ARTICLE 25
STATIONING AND TRANSFER

Section 25.1. The Chief of the Fire Department shall have exclusive control of the stationing and transferring of all firemen and other officers and employees in the department, under such general rules and regulations as the Director of Public Safety prescribes.

ARTICLE 26
BULLETIN BOARDS

Section 26.1. The Employer agrees to provide space for a bulletin board in an agreed upon area of the Fire Department for use by the Union.

Section 26.2. All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official on duty, during non-work time and shall relate to items of

interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;
B. Notice of Union meetings;
C. Union appointments;
D. Notice of Union elections;
E. Results of Union elections;
F. Reports of non-political standing committees and independent non-political arms of the Union; and
G. Non-political publications, rulings, or policies of the Union.

Section 26.3. All other notices of any kind not covered under (A) through (G) above must receive prior approval of the Employer or designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

A. Personal attacks upon any other member or any other employee;
B. Scandalous, scurrilous, or derogatory attacks upon the administration;
C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in another employee organization.

ARTICLE 27
CLASSIFICATION OF SERVICE/RULES AND REGULATIONS AND RESIDENCY REQUIREMENT

Section 27.1. The Safety-Service Director shall classify the service in the Fire Department in conformity with the ordinance of the legislative authority thereof determining the number of persons to be employed in the department, and shall make all rules for the regulation and discipline of such department.

Section 27.2. The Union acknowledges that it is the function of the Employer to establish, enforce, and amend from time to time rules and regulations. Work rules and regulations shall not violate any provisions of this contract.

The Union agrees that all bargaining unit employees shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance.

Section 27.3. The Employer agrees to furnish each bargaining unit employee with a copy of any work rules or regulations that have been reduced to writing.

This Article shall not be interpreted in any manner to relieve an employee of the responsibility to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

Section 27.4. The Union may grieve any work rule or regulation which violates any provision of this contract, in accordance with the grievance procedure herein.

Section 27.5. Following the bargaining units completion of their probationary period, they shall be required to reside within Hardin County.

ARTICLE 28
DISCIPLINARY PROCEDURES

Section 28.1. The Employer agrees that bargaining unit employees shall only be disciplined for just cause.

Section 28.2. The following procedure shall be followed before an employee is suspended, reduced in rank for disciplinary reasons, or dismissed from public service:

(1) A disciplinary hearing shall be scheduled;
(2) A written notice shall be given to the employee not less than twenty-four (24) hours prior to the hearing containing the date, time, and location of the hearing and the suspected charges; and
(3) The employee shall be given a hearing by the Employer and shall have the right to be accompanied and represented by a Union representative of the employee's choice.

This Section shall not be interpreted as prohibiting the Employer from removing the employee from the job site pending a disciplinary hearing.

Section 28.3. Verbal and written reprimands may be issued by the Employer or designated representatives without having to follow the procedure outlined hi Section 28.2 above.

Section 28.4. The Union may appeal any suspension, removal, or reduction for disciplinary purposes through the grievance and arbitration procedures contained herein.

ARTICLE 29
LABOR/MANAGEMENT MEETINGS

Section 29.1. In the interest of sound labor/management relations, the parties agree to meet at mutually agreeable dates and times for the purpose of discussing those matters as outlined Section 29.3 below. The Safety-Service Director and/or designee(s) shall meet with not more than two (2) representatives of the Union.

Section 29.2. The Union shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of the two (2) Union representatives who will be attending.

Section 29.3. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;
B. Notify the Union of changes made by the Employer which may affect bargaining unit employees;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
D. Disseminate general information of interest to the parties;
E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
F. Discuss ways to improve efficiency and work performance;
G. Consider and discuss health and safety matters. Other matters may be discussed if mutually agreed.

ARTICLE 30
UNPAID LEAVE OF ABSENCE

Section 30.1. Application and Authorization For Leave of Absence. Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief at least ten (10). working days in advance of the date on which the leave is requested to begin. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The authorization of a leave of absence is a matter of administration discretion by the Safety-Service Director.

Authorization or denial of a leave of absence shall be furnished to the employee in writing. Any request for a leave of absence shall be answered promptly.

Section 30.2. Reinstatement From a Leave of Absence. An employee may return to work prior to the expiration date of any approved leave of absence if requested by the employee and approved by the Safety-Service Director. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists.

Section 30.3. Seniority While on Leave of Absence. An employee on leave of absence

without pay does not earn sick leave or vacation credit. However, the time spent on

authorized leave of absence is counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure or seniority is a factor.

Section 30.4. Absent Without Leave. Employees who fail to return to duty after a leave a absence or who is absent from duty without prior approval of the department head shall be considered absent without leave and subject to disciplinary action including dismissal.

Section 30.5. Abuse of Leave of Absence. If a leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the Safety-Service Director may cancel the leave and direct the employee to return to work immediately. Any employee found guilty of misusing a leave of absence shall be subject to disciplinary action for falsification of the request for such leave.

Section 30.6. Personal Leave of Absence. A personal leave of absence, for a period not to exceed thirty (30) days, may be granted for any reasonable purpose, and such leaves may be

extended or renewed for any reasonable period. Reasonable purpose, in each case, shall be determined by the Employer.

Section 30.7. Educational Leave of Absence. After completing one (1) year of service, any employee may request and may be granted a leave of absence without pay for purposes of education or specialized training which would be of benefit to the operations of the City through improved performance. The period of the leave of absence shall not exceed thirty (30) days, but it may be extended or renewed if requested by the employee and approved by the Safety-Service Director.

Section 30.8. Disability Leave of Absence. Any time an employee presents a signed affidavit by a qualified licensed physician, stating the employee is unable to perform the employee's regular duties with the City, the employee shall be granted a disability leave of absence without pay. The employee shall use accumulated sick leave, or vacation leave prior to requesting a disability leave of absence. This disability leave of absence shall be for a maximum period of six (6) months, but may be renewed for additional six (6) month periods upon written request of the employee to the Safety-Service Director accompanied by supporting medical evidence from a licensed physician. The cost of any medical examination as required by this Section shall be the responsibility of the employee.

An employee unable to return to work after exhaustion of paid leave and unpaid disability leave will be separated for disability.

Section 30.9. Family and Medical Leave. The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's Personnel Policy and Procedure Manual. It is the intent of the Employer to comply with the regulations set forth in

the Family and Medical Leave Act. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 31
MILITARY LEAVE

Section 31.1. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties, and to their regular rate of pay and their military pay while on field training or active duty for periods not to exceed a total of seven and one-third (7 1/3) duty days or one hundred seventy-six (176) hours in one (1) calendar year.

Section 31.2. Employees who are called or ordered to uniformed services for more that seven and one-third (7 1/3) duty days or one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars ($500.00) for each month of uniformed service.

ARTICLE 32
PROBATIONARY PERIOD

Section 32.1. Each newly hired employee shall serve a probationary period of twelve (12) months, which shall begin with the employee's first day of active service. Any leave of absence lasting more than ten (10) days shall automatically extend the employee's probationary period a proportionate amount of time. An employee may be removed at any time during the employee's probationary period at the discretion of the Employer and such removal shall not be subject to appeal.

Section 32.2. Any employee promoted to a higher classification shall serve a promotional probationary period of six (6) months. No promotion shall be deemed final until the employee has satisfactorily served the promotional probationary period. An employee may be reduced to the rank the employee held prior to the promotion at any time during the employee's promotional probationary period for unsatisfactory service. A demotion during the promotional probationary period shall be subject to appeal through the grievance procedures contained herein.

ARTICLE 33
DURATION

Section 33.1. The Mayor shall select the person or persons authorized to negotiate on the City's behalf, who will have the power to negotiate on all matters subject to collective bargaining.

The Union shall select the person or persons to negotiate on its behalf.

Section 33.2. This Agreement shall be effective from 12:01 a.m. January 1, 2007 until December 31, 2009.

Section 33.3. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 33.4. In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the last effective date of the Agreement as set forth in Section 33.2 above.

Section 33.5. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings/and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to

or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

APPENDIX A

TRAINING PAY

Fire personnel who have earned the specialized certificates listed below will receive thirty cents ($0.30) per hour additional pay following successful completion and certification.

(1) Arson Investigator
(2) Scuba Rescue
(3) Fire Safety Inspector
(4) Haz-Mat Technician
(5) Fire Service Instructor
(6) Confined Space Rescue

Such payments shall be limited to two (2) certificates and shall be above the employee's wages specified on the wage schedules contained in Appendix B and shall be included when calculating the appropriate overtime rate. Payments defined in this Section shall become effective on the first pay period immediately following certification and verification by the Fire Chief. In order for an employee to continue receiving any training pay as outlined herein, the Fire Chief must verify on an annual basis that the employee remains eligible for training pay. Such annual verification shall be determined by the Fire Chief through proficiency training and will be conducted during the employee's annual performance evaluation. Should an employee become ineligible for any training pay, as defined herein, the employee shall immediately cease being paid for said applicable training pay.

APPENDIX B

PAY RANGES AND STEPS
EFFECTIVE JANUARY 1, 2014

FIREFIGHTERS

	Step A	Step B	Step C	Step D	Step E	Step F
Annual (2,912)	$ 35,497.28	$ 36,560.16	$ 37,742.43	$ 38,866.46	$ 40,165.22	$ 41,586.27
Hourly	$ 12.19	$ 12.56	$ 12.96	$ 13.35	$ 13.79	$ 14.28

FIRE CAPTAIN

	Step A	Step B	Step C	Step D	Step E	Step F
Annual (2,912)	$ 37,742.43	$ 38,866.46	$ 40,165.22	$ 41,525.12	$ 42,797.66	$ 44,303.17
Hourly	$ 12.96	$ 13.35	$ 13.79	$ 14.26	$ 14.70	$ 15.21

ASSISTANT FIRE CHIEF

	Step A	Step B	Step C	Step D	Step E	Step F
Annual (2,912)	$ 40,165.22	$ 41,525.12	$ 42,797.66	$ 44,393.44	$ 45,930.98	$ 47,407.36
Hourly	$ 13.79	$ 14.26	$ 14.70	$ 15.25	$ 15.77	$ 16.28

The above hourly wage rates reflect a one & half percent (1 1/2 %) wage increase.

APPENDIX C
CASH-IN OF HOLIDAYS UPON RETIREMENT

Bargaining unit employees who have submitted a letter to the Fire Chief and Safety-Service Director officially announcing their intent to retire within the following three (3) years and who reasonably limit their use of sick leave during this period, shall be permitted to sell back to the City three (3) unused holidays each of their final three (3) years of service or during the last three (3) years before employees enter the DROP program through the Ohio Police and Fire Pension Fund. These three (3) holidays shall be in addition to any holidays the employee is entitled to sell back in accordance with Section 10.2 of the Agreement.

In order to be eligible to sell back unused holidays during the three (3) years prior to entering the DROP program, as outlined above, the employee must submit a letter to the Fire Chief and Safety-Service Director officially announcing their intent to enter the DROP program. Any employee who obtains payment for selling back any unused holidays in the three (3) years prior to entering the DROP program and fails to enter the DROP program shall be required to repay the City for any payment received for unused holidays. Such failure shall result in an employee's ineligibility from future holiday sell back as outlined above.

The right to sell back the three (3) additional unused holidays as outlined above, shall be conditioned upon the employee limiting the use of the employee's accrued sick leave to no more .than one (1) occasion or twenty-four (24) hours, whichever is greater, in the previous twelve (12) month period (December 1 through November 30).

An occasion for purposes of this Appendix C shall mean any use of sick leave wherein the employee is under the direct care of a licensed physician.

Requests to sell back the additional unused holidays as provided herein, shall be submitted in November of each of the employee's final three (3) years of service or the final three (3) years of service prior to entering the DROP Program. Payment for such holidays will be made in the same manner as provided in Section 10.2 of the Agreement.

No employee shall be permitted to exercise the above option during anytime other than the employee's final three (3) years of service or the final three (3) years of service prior to entering the DROP Program.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this 7th day of JANUARY 2013.

FOR THE CITY OF KENTON, OHIO:

Randy Manns, Mayor:

James Hites, Sr., Safety-Service Director

FOR THE UNION, I.A.F.F., LOCAL #2648

Tim Clark, President

Bruce Donnelly

Tony Hastings

Approved As To Form:

John Schwemer, Law Director

Wage-Reopener Negotiations
Firefighters Local Union #2648
International Association of Firefighters

UNION PROPOSAL- TENTATIVE AGREEMENT
December 9, 2013

ARTICLE – WAGES

Each bargaining unit employee shall receive a general base wage increase of 1.5%. Wage increase becomes effective as of January 1, 2014.

There will be a wage re-opener in 2015 upon acceptance of this proposal.

*All other language in this Article within the current bargaining agreement remains as written.

FOR THE UNION

Tony Hastings

D. Bruce Donnelly

FOR THE EMPLOYER

James Hitch Jr.

ORDINANCE NO: 13-034

AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY SERVICE DIRECTOR TO CONTRACT WITH THE FIREFIGHTERS LOCAL UNION #2648, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, RELATIVE TO WAGES, AND DECLARING AN EMERGENCY.

WHEREAS, the Firefighers Local Union #2648, International Association of Firefighters, (the "Union"), is the bargaining agent for eligible employees; and

WHEREAS, the City Administration has negotiated with said Union and has reached a tentative agreement; and

WHEREAS, Council has reviewed the tentative agreement and has determined to permit the Mayor and Safety Service Director to enter into said agreement with said Union.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kenton, Ohio:

SECTION I. That the Mayor and Safety Service Director be and are hereby authorized and directed to contract on behalf of the City with said Union, relative to wages as reviewed by Council, for the period ending December 31, 2014. The Contract, a copy of which shall remain at all times on file with the Clerk of Council for public inspection, is hereby incorporated into this Ordinance and made a part hereof as if expressly rewritten herein. In the event of conflict between the Contract aforesaid and any other ordinance of the City of Kenton, the Contract shall take precedence.

SECTION II. That this Ordinance shall be an emergency measure for the immediate and best protection of the public peace, health, safety and welfare, the particular emergency being the need to enter into a new contract to equalize wages and to insure that the continuity of employment and the efficiency thereof as to members of the bargaining unit will not be impaired. Therefore, if passed by the requisite two-thirds of all members elected to Council, this Ordinance

shall be in force and effect from and after its approval by the Mayor; otherwise, from and after the earliest period allowed by law.

Passed: 12-23-13

President of Council

Attest:

Clerk

Approved: 12-23-13

Mayor