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AGREEMENT

between

City of Kettering, Ohio

and

International Association of Firefighters

Local 2150

August 24, 2015 — August 21, 2018

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AGREEMENT

This Agreement is between the City of Kettering, Ohio (the City), and the International Association of Firefighters, Kettering Local #2150 (the Union). "He," "his" and "him" shall include "she," "hers" and "her."

ARTICLE 1 — PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 — RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent of all regular, full-time firefighters for the purpose of negotiating wages, hours and other terms and conditions of employment. For the purposes of this Agreement, only non-supervisory firefighting personnel are included within the definition of regular, full-time firefighter. The coverage of this Agreement shall be limited to the employees included within the bargaining unit described above.

Section 2. Dues Deduction. During the period this Agreement is in effect, the City shall deduct the regular annual Union dues from the bi-weekly wages of employees who individually and voluntarily authorize and direct such deductions in writing. The written authorization shall be revocable at will upon thirty (30) days written notice to the City and Union.

The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

The City will remit dues money to the Union at least once a month. The Union shall compute and notify the City of the Union dues for each firefighter no more than once a year. The City shall make no service charge for the deduction and remittance of dues and assessments. The remittance shall be in the form of a check payable to "Kettering Firefighters Local 2150."

Section 3.

(a) No Lockout

During the term of this Agreement, the City will engage in no lockout of the firefighter covered by this Agreement.

(b) If the Union claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so, it shall give the City written or electronic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall continue the hearings (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the Union's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

ARTICLE 3 — MANAGEMENT RIGHTS

Section 1. This Section, and any other provision in this Agreement relating to management rights, layoffs, call backs and promotions, are solely intended to supplement the rights of management granted in Section 4117.08 Ohio Revised Code. This does not constitute bargaining about any of the rights protected by 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section.

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of firefighters, the termination of probationary firefighters, the termination for just cause of other firefighters; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the Constitution statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures, the purchasing and maintaining of adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of number of firefighters required; the establishment and changing of work schedules and assignments; the contract for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City will not use this Section to contravene individual rights granted by this Agreement.

The City has the right to require employees hired after September 1, 1989, to possess or obtain, and to retain paramedic or similar certification, determined by the City to be appropriate, as a condition of continued employment, and to terminate any such employee who fails to maintain such certification. The City shall make available opportunity for continuing education as required for retention of such certification. For employees hired before September 1, 1989, failure to retain full current paramedic certification will result in loss of the paramedic differential pay, but not loss of employment. If an employee is hired as a full-time firefighter with no requirement, at the time of initial employment as a full-time firefighter, to be or become a paramedic (or similar certification), it cannot be made a condition of employment during the term of this Agreement.

Section 2.

(a) There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing or any other concerted activity or attempted concerted activity which would interrupt or limit the performance of services. Informational picketing, which is otherwise lawful and which does not have the intent or effect of inducing a strike, or interfering with the operation of the City is permitted. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.

(b) Union Responsibility

If there is an unauthorized strike, work stoppage, interruption or impeding of work, the Union, together with its officers and agents, shall publicly denounce said violation, provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and that work shall be continued, disclaim approval, order those taking part in such violation to return to work immediately, and instruct all interested employees of the City or other employees that said strike is not authorized and that work shall be continued. If these steps are sincerely followed, there shall be no financial liability on the part of the Union, or any of its officers or agents, for such violation.

(c) Employee Discipline

The City shall have the right to discharge, demote, suspend, fine or otherwise discipline employees for violation of this Section. An employee disciplined under this Section may file a grievance, but only on a claim that he did not violate this Section. The discipline imposed may not be overturned if the employee did violate this Section, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Section.

(d) Restraining Violations

If the City claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so, it shall give the Union written or electronic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuances of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise in the courts or elsewhere.

ARTICLE 4— COMMUNICATIONS AND COOPERATION

The expressing of any views, argument or opinion, or the dissemination thereof, whether in written, printed, graphic or visual form, by either the Union or the City, shall not constitute or be evidence of an unfair labor practice under any of the provisions of the Act (Ohio Revised Code Chapter 4117), if such expression contains no threat of reprisal or force or promise of benefit.

ARTICLE 5 — DISCRIMINATION

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, or military or veteran status.

ARTICLE 6 — WORKING CONDITIONS

The City shall take no action which unjustly and arbitrarily has an adverse effect on rights, privileges, and working conditions enjoyed by the employees at the present time. No employee covered by this Agreement shall be disciplined or discharged without just cause.

ARTICLE 7 — WAGES

Section 1. Basic rates of pay shall be increased 2.00% effective August 24, 2015, and the wage progression plan for firefighters shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 29.04	$ 30.27	
401	Yearly	$ 60,403	$ 62,962	
FFII	Hrly. (40 hr. week sched.)	$ 31.65	$ 32.95	
402	Yearly	$ 65,832	$ 68,536	
FFIII	Hrly. (40 hr. week sched.)	$ 34.34	$ 36.13	$ 38.14
403	Yearly	$ 71,427	$ 75,150	$ 79,331

Rates of pay for firefighters who hold and maintain a certification from the State of Ohio as an EMT-Paramedic shall include a differential equal to an additional three percent (3%) of their regular rate. The wage progression plan for these firefighters shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 29.91	$ 31.18	
404	Yearly	$ 62,213	$ 64,854	
FFII	Hrly. (40 hr. week sched.)	$ 32.60	$ 33.94	
405	Yearly	$ 67,808	$ 70,595	
FFIII	Hrly. (40 hr. week sched.)	$ 35.37	$ 37.21	$ 39.28
406	Yearly	$ 73,570	$ 77,397	$ 81,702

Section 2. Basic rates of pay shown in Section 1 of this Article shall be increased an additional 2.75% effective August 22, 2016, and shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 29.84	$ 31.10	
401	Yearly	$ 62,067	$ 64,688	
FFII	Hrly. (40 hr. week sched.)	$ 32.52	$ 33.86	
402	Yearly	$ 67,642	$ 70,429	
FFIII	Hrly. (40 hr. week sched.)	$ 35.28	$ 37.12	$ 39.19
403	Yearly	$ 73,382	$ 77,210	$ 81,515

Rates of pay for firefighters who hold and maintain a certification from the State of Ohio as an EMT-Paramedic shall include a differential equal to an additional three percent (3%) of their regular rate. The wage progression plan for these firefighters shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 30.74	$ 32.03	
404	Yearly	$ 63,939	$ 66,622	
FFII	Hrly. (40 hr. week sched.)	$ 33.50	$ 34.88	
405	Yearly	$ 69,680	$ 72,550	
FFIII	Hrly. (40 hr. week sched.)	$ 36.34	$ 38.23	$ 40.37
406	Yearly	$ 75,587	$ 79,518	$ 83,970

Section 3. Basic rates of pay shown in Section 1 of this Article shall be increased an additional 2.75% effective August 21, 2017, and shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 30.66	$ 31.96	
401	Yearly	$ 63,773	$ 66,477	
FFII	Hrly. (40 hr. week sched.)	$ 33.41	$ 34.79	
402	Yearly	$ 69,493	$ 72,363	
FFIII	Hrly. (40 hr. week sched.)	$ 36.25	$ 38.14	$ 40.27
403	Yearly	$ 75,400	$ 79,331	$ 83,762

Rates of pay for firefighters who hold and maintain a certification from the State of Ohio as an EMT-Paramedic shall include a differential equal to an additional three percent (3%) of their regular rate. The wage progression plan for these firefighters shall be as follows:

	Basic	A Step	B Step	C Step
FFI	Hrly. (40 hr. week sched.)	$ 31.58	$ 32.92	
404	Yearly	$ 65,686	$ 68,474	
FFII	Hrly. (40 hr. week sched.)	$ 34.41	$ 35.83	
405	Yearly	$ 71,573	$ 74,526	
FFIII	Hrly. (40 hr. week sched.)	$ 37.34	$ 39.28	$ 41.48
406	Yearly	$ 77,667	$ 81,702	$ 86,278

Section 4. Minimum Service Requirement.

Minimum service requirements at firefighter pay steps for eligibility to qualify for the next higher pay step are as follows:

401A or 404A - 6 months	402B or 405B - 12 months
401B or 404B - 6 months	403A or 406A - 12 months
402A or 405A - 12 months	403B or 406B - 12 months

Section 5. Educational Credit.

A firefighter in Pay Grade 402B, 403A, 403B, 403C, 405B, 406A, 406B or 406C may utilize certain college degrees or certificates earned in Fire Science, Fire Administration or Fire and Industrial Safety Technology, or a related field, in lieu of actual service to meet minimum service requirements for advancement within the rank of firefighter. A Certificate of Fire Science Technology will equal nine (9) months of service; an Associate Degree in Fire Science Technology will equal one (1) year of service; A Baccalaureate Degree in Fire and Industrial Safety Technology, Fire Administration or similar field will equal eighteen (18) months of service. In no case shall a firefighter receive more than a total of two (2) years service credit nor shall he receive credit for more than one college certificate or degree in the substitution of educational achievement for actual service.

Section 6. Firefighters regularly assigned to eight (8) hour shifts will receive fifteen cents (15¢) per hour in addition to the regular basic rates for straight time hours worked between 6 p.m. and 6 a.m.

Section 7. Firefighters regularly assigned to a 24-48 schedule shall receive an hourly rate of pay (the "56 hour rate") which is five-sevenths of that hourly rate set forth in Sections 1 and 2 of this Article rounded to the nearest cent. A "24-48 schedule" is a schedule of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty, with EDOs as set forth in Article X, Section 2.

Section 8. Direct Deposit of Payroll & Electronic Distribution of Paystubs. If required by the City all payroll payments will be direct deposited in an account of the employee's choice in compliance with the guidelines established by the City of Kettering Finance Department. Paystubs shall be distributed or accessible either electronically or in print form.

ARTICLE 8 — HOURS

Section 1. The standard work schedule for firefighters is forty (40) hours per week consisting of five (5) working days of eight (8) hours per day or four (4) working days of ten (10) hours per day between 6 a.m. and 6 p.m., Monday through Friday, except for those assigned to a 24-48 schedule (see Article 7, Section 7). The City agrees it will not permanently change an employee's work schedule by more than one (1) hour's difference in starting time without at least one (1) week's notice. If the schedule is changed to include work on Saturday or Sunday, or to change the length of the regular work day, as a part of the regular schedule on a permanent basis, the City will give at least two (2) weeks' notice. A permanent change is one which is expected to prevail for three (3) months. The above paragraph does not apply to firefighters assigned as dispatchers.

Section 2. The present regular work schedule for firefighters assigned as dispatcher consists of three (3) eight (8) hour shifts daily.

Section 3. If a permanent change in an employee's work schedule is ordered by the City without the requisite one (1) or (2) weeks' notice, the first day worked under the new schedule shall be at a rate of time and one-half the employee's regular rate.

Section 4. Sections 1 through 3 above do not apply to Firefighters once assigned to a "Flex" position. The City may in its discretion assign up to 2 (two) firefighters to a "Flex" position. A regular full-time firefighter assigned to a "Flex" position shall enjoy all wages and benefits afforded a regular full-time firefighter assigned to a standard 24-48 schedule. The specific operational parameters for the "Flex"

firefighter assignment will be discussed in future labor management meetings and it is anticipated the operational parameters would be similar to those of the "Flex" Captain and "Flex" Battalion Chief.

ARTICLE 9 — OVERTIME PAY

Section 1. Provided the employee has worked a full scheduled week, overtime at time and one-half shall be paid for all hours in excess of the employee's regular scheduled workday or regular scheduled workweek.

Section 2. Attendance at any fire business meeting or training session scheduled by the Chief or his designee is considered time worked for overtime purposes.

Section 3. For the purpose of computing overtime, an employee on paid leave of absence, holiday or vacation shall be considered to have worked his normal work shifts during such absences.

Section 4. Should the City order a firefighter to work in another division or department, the firefighter's regular pay shall prevail. Should the firefighter volunteer to work for another division or department, he shall be paid the rate applicable to the job performed.

Section 5. Emergency standby time is defined as commencing when an off-duty firefighter is notified to maintain contact with the Fire Department for possible call-in for immediate reporting for duty in an emergency situation until the firefighter is either directed to report for duty or released from emergency standby status. The standby rate of pay is 0.2 times the firefighter's regular rate.

Section 6. An employee may request compensatory time off in lieu of overtime pay at the same rate as he would have been paid as long as he makes written application to the Chief or his designee for both its accrual and use. Accrued compensatory time off may not exceed the equivalent of eight regular work days. Compensatory time off will be scheduled in the same manner as vacation time, and it must be used in increments of not less than four (4) hours except that accrued amounts of less than four (4) hours must be used in a single application. When a firefighter leaves the City's employment, the balance of his comp time will be paid to him.

Section 7. Overtime pay shall be calculated by recording overtime worked to the closest minute, converting the total minutes worked to the closest one-hundredth (1/100) hours and paying overtime at a rate of time and one-half the employee's regular hourly rate.

Section 8. Call-in Pay is payment for work assigned by the Chief or his designee, and performed by an employee at a time not contiguous with his normal pre-scheduled work hours, but does not apply to call-ins due to the employee's fault or neglect. Any employee who is called in for such work will receive a minimum of 2 hours pay at the time and one-half rate.

Section 9. The overtime equalization plan will continue to be used.

Section 10. Overtime pay will not be pyramided.

Section 11. Overtime for firefighters on a 24-48 hour schedule will be at the comparative rate of one and one-half times the 40-hour workweek schedule rate. This shall be computed by multiplying the appropriate 24-48 hour rate times 1.4 and then by multiplying that product by 1.5.

Section 12. Whenever it is necessary for an off-duty firefighter to appear in the Municipal Court or any other official court on matters pertaining to official Fire Department business, or to appear before the prosecutor for a pre-trial conference, the firefighter shall submit to the Chief, or his designee, an overtime records form for approval. Forms shall be filled out completely, wherever possible, including remarks as to the reasons and details of the necessity of the appearance. A minimum of two (2) hours overtime shall be credited per appearance day, at the rate of time and one-half. If the time required for a court appearance shall exceed two (2) hours, the firefighter shall be paid for actual time spent at the overtime rate (time and one-half).

ARTICLE 10 — HOLIDAYS

Section 1. The following ten days are recognized as paid holidays under this Agreement: New Year's Day; Dr. Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day; Labor Day (1st Monday in September); Thanksgiving Day (4th Thursday in November); day after Thanksgiving; December 24; and Christmas Day. Firefighters assigned to rotating or other shifts which require firefighters to regularly work a full work schedule during the week in which a holiday occurs will be paid an extra day's pay for each such holiday (8 hours at the 40 hour rate), except as noted in the next paragraph. The City will be willing to defer that holiday pay until the later part of the year. For forty hour/week firefighters, holidays (time off) for Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving will be recognized on the dates set forth above. For forty hour/week firefighters, holidays (time off) for New Year's Day, Independence Day, December 24, and Christmas Day will be recognized on the City-recognized day for the holiday.

To accomplish this same result for firefighters working a four 10-hour day/week schedule, but to avoid short paychecks for holiday weeks, a special rule will apply for these firefighters. If a holiday falls on an employee's normally scheduled workday, that employee will receive no holiday pay. The City will keep a career record of the holidays for each firefighter working four 10-hour days per week. The City will establish an account of that employee's paid holiday hours, to be continued throughout his career. The account will be increased by all paid holiday hours received while on the four 10s schedule. The account will be decreased by 80 hours for each full calendar year the employee is on the four 10s schedule. This account will accumulate from year to year, but will be totaled once each year, at the end of the calendar year. If there is a deficit of 10 or more hours when the account is balanced, the Chief will either grant additional days off or additional pay, at his discretion, to bring the deficit to less than 10 hours. Any additional days off will be scheduled by the Chief the same as vacation. The account will reflect these additional days or additional pay. The account will be established retroactively to January 1, 1988.

However, overtime for all firefighters will be paid at the double time rate only for overtime hours worked on the days holidays actually fall (not necessarily the day recognized on the list above).

Section 2. Personal Leave Days and Earned Days Off.

Each full-time firefighter working the forty (40) hour workweek schedule shall be entitled to forty (40) hours of paid personal leave annually.

Firefighters assigned to a 24-48 hour schedule shall receive twelve (12) EDOs annually. Such EDOs shall be scheduled in advance twice a year, six (6) days at a time for each half-year.

The scheduling of all EDOs is subject to scheduling requirements as determined by the Chief. All EDOs shall be scheduled as approved by the Chief.

ARTICLE 11 — VACATIONS

Section 1. Effective from and after August 31, 2009, vacation leave will be accumulated, for uninterrupted employment, based on straight-time hours in a paid status at the following comparative rates for a forty (40) hour workweek schedule:

Years of Service	Rate of Accumulation - Hours/Year
Less than 5	80
5+ up to 10	112
10+ up to 15	144
15+ up to 20	168
Over 20 years	200

Section 2. Vacation leave accrued and vacation leave taken will be accounted for on a vacation year basis. The vacation year extends from the first day of the pay period closest to October 1st of one calendar year through the last day of the pay period closest to September 30th of the following calendar year. A firefighter may not use leave during the first 90 calendar days following his initial appointment or following his reappointment after a break in service; in other cases, eligibility to use vacation leave commences in the first month following accrual.

Section 3. A firefighter may carry accumulated vacation leave forward to the next vacation year. The total amount of accrued leave carried forward will not, however, exceed 30 days at the beginning of any vacation year. Accrued leave in excess of 30 days is dropped and lost on the last day of each vacation year.

A firefighter may provide the City with written notice of his commitment to retire on a specific date, in which case no limit shall be placed on the accumulation of his vacation leave from the date of receipt of such notice of this retirement date or for the period of one year preceding his retirement date, whichever is shorter.

Section 4. When a firefighter reaches a Leave Anniversary Date entitling him to an increased rate of accumulation, he shall be credited with the increased rate of accumulation beginning the pay period in which the Leave Anniversary Date falls.

Section 5. Priority Scheduling. The scheduling of vacation leave for the Fire Department shall be at the discretion of the Fire Chief with the exception that priority scheduling within the firefighters' bargaining unit shall be as follows. A firefighter shall submit his desired vacation dates in writing to the Chief or his designee by Dec. 1, in order to receive priority scheduling over other firefighters for the following vacation year: March 1 through the last day of February of the following year. To facilitate this Section, the Chief or his designee shall publish permanent assignments changes which he is aware of and which will affect the following vacation year by Nov. 15. This does not preclude the Chief from making different or other permanent or temporary assignment changes at any time.

The Chief shall make a good faith effort to render all decisions on priority leave scheduling no later than Dec. 15.

The Chief will determine how many, if any, firefighters may be on vacation at one time in an operational group. Where there is a conflict among firefighters for requested vacation dates within an operational group, length of service as a firefighter ordinarily will govern; exceptions may be made in the Chief's

discretion based on the operational needs of the department. Conflicts of vacation request among firefighters made after January 31 will be resolved based on the date of the request, at the discretion of the Chief.

Section 6. A firefighter assigned to a 24-48 schedule shall accumulate vacation leave at rates of 1.4 times the rates indicated in Section 1 of this Article (accumulated rates for a forty (40) hour workweek). When a firefighter is transferred to a 24-48 schedule, any balance of vacation leave will be multiplied by 1.4. When a firefighter is transferred off a 24-48 schedule, any balance of vacation leave will be multiplied by five-sevenths (5/7). The total amount of accrued leave carried forward by a firefighter on a 24-48 schedule will not exceed three hundred thirty-six (336) hours at the beginning of any vacation year.

ARTICLE 12 — SHIFT ROTATION

Shift Scheduling - In each leap year, 24-hour shifts will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. On the last Saturday in February of a leap year, the shifts will be scheduled as follows:

Shift 1	7 a.m. till 3 p.m.
Shift 2	3 p.m. till 11 p.m.
Shift 3	11 p.m. till 7 a.m. (Sunday)

Shift 1 is the platoon working the Friday, Shift 2 is the platoon that worked Thursday, and Shift 3 is the platoon that worked Wednesday, and will work Sunday.

The dates specified can be changed by mutual agreement of the Chief and the Union.

All other conditions of EDO and vacation scheduling shall continue to remain in force. Normal overtime and leave policies will also remain in force.

ARTICLE 13 — INJURY LEAVE

The City Manager may grant a paid injury leave for absence necessitated by a work-related injury or illness. The Chief and the Director of Human Resources will determine whether the injury is work related.

ARTICLE 14 — EDUCATION ASSISTANCE

Section 1. The City will pay eighty (80) percent of the tuition costs for courses directly related to a permanent full-time employee's current position or his preparation for a promotion with a maximum payment of $1,000.00 per year per employee.

Section 2. An employee is eligible for this assistance only when no other outside source of funding for tuition is available.

Section 3. Requests for education assistance must be submitted by an employee to the City Manager through the Fire Chief and the Director of Human Resources.

Section 4. If the employee's service with the City is terminated within two (2) years of completion of the course for any reason other than disability retirement, the City Manager may require that the employee return the City's outlay on a pro rata basis.

Section 5. The City Manager may, in his sole discretion, authorize the advance of educational assistance for an employee from future years and formulate an arrangement for pay back to the City should the employee terminate his service with the City.

ARTICLE 15 — SAFETY AND HEALTH

Section 1. The City and the Union agree to cooperate to the fullest extent in the promotion of safety.

Section 2. Health and Safety Examinations

(a) In the interest of health, safety or job performance, the City may require a medical or other examination of an employee. Any such examination shall be conducted by a licensed practitioner. The Fire Chief (or his designee) and the Director of Human Resources (or his designee) shall jointly determine in good faith if an employee is required to have an examination. The City will not order an examination unless based upon reasonable suspicion or other grounds which are not unjust or arbitrary. This may include an employee's potential responsibility for an accident or incident which results in bodily harm or property damage, a violation of traffic or other laws or safety rules which could cause bodily injury or property damage, unexplained and excessive absence, or employee appearance, behavior or speech.

If in the examiner's opinion the employee's condition jeopardizes his health or safety, or that of another employee, or renders his job performance unsatisfactory, the City may relieve him from active employment, and he will be eligible to use his accrued sick leave.

Any City-required examinations shall be paid in full by the City. Any time spent by the employee traveling to, from and during the examination will be work time, subject to any applicable call-in or overtime pay. The employee will be provided complete copies of all reports, findings and recommendations of the examiner.

(b) At the employee's option, a "second opinion" medical or other examination may be conducted by a licensed practitioner of the employee's choice. Such examination will be paid for by the employee and time spent will not be subject to overtime provisions. Complete copies of all reports, findings and recommendations of the optional examination will be provided to the City.

(c) If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issues originally prompting the first required examination. The cost of any third examination shall be paid in full by the City. Both the City and the employee shall receive complete copies of all reports, findings and recommendations of the third examiner. Medical records shall be sealed or similarly secured, accessible only through the City Manager, the Fire Chief or the Director of Human Resources.

(d) If it is determined that the employee's medical or other condition did not jeopardize his health or safety, or that of other employees, or did not render his job performance unsatisfactory, all sick leave directed to be used will be reinstated to the employee and leave taken will be charged to paid administrative leave.

(e) Employees returning from, or remaining on, leave of absence because of a disability may be required to participate in a medical or other examination subject to the above provisions and appeals. In such cases, the provision of reinstated sick leave provided in paragraph (d) of this Article shall be in effect the date of the first required examination for any employee who was then fit for duty.

ARTICLE 16 — SICK LEAVE AND FUNERAL LEAVE

Section 1. Each full-time firefighter assigned to a forty (40) hour workweek schedule shall accrue sick leave at a rate of one hundred twenty (120) hours per year, prorated over twenty-six (26) two-week pay periods, and the maximum number of sick leave hours which can be accrued by such firefighters shall not exceed 2,080. Firefighters assigned to a 24-48 schedule shall accrue sick leave at a rate 1.4 times the rate of a firefighter assigned to a forty (40) hour workweek schedule or 168 hours per year, prorated over twenty-six (26) two-week pay periods, and the maximum number of sick leave hours which can be accrued by such firefighters shall not exceed 2,912. When a firefighter is transferred from a forty (40) hour workweek schedule to a 24-48 schedule, any balance of sick leave will be multiplied by 1.4. When a firefighter is transferred from 24-48 schedule to a forty (40) hour workweek schedule, any balance of sick leave will be multiplied by five-sevenths (5/7).

Section 2. Sick leave may be used for absences due to illness, injury, or exposure to a contagious or communicable disease, or emergency due to serious illness of a member of the immediate family where the employee's presence is extremely essential, but a doctor's certificate to substantiate periods of three consecutive days or more may be required by the City, and may also be required for a period of one (1) day in the following cases:

a. For probationary employees;

b. If it is believed that an employee is malingering based upon repeated one or two day absences; or

c. Multiple absences on a single day (5 or more employees).

Section 3. In case of any illness or other absence, the employee shall notify his department as soon as possible on the first day of absence unless it is impossible to do so, in which case notice shall be given as soon as possible. If the absence extends beyond one (1) day, the employee shall make periodic reports to his department on his progress and anticipated date of return. Firefighters will be required to notify their department if possible at least one (1) hour prior to their scheduled starting time so that replacement help may be provided. Failure to notify his department of the reason for absence may be grounds for refusal to pay leave.

Section 4. Nothing shall prevent the City from investigating sick leave.

Section 5. Fraction of a day. Absence for a fraction of a day is chargeable to sick leave in accordance with these provisions.

Section 6. Reinstatement Credit. A firefighter who is laid off will, upon reinstatement to service, have any unused sick leave existing at the time of his layoff placed to his credit.

Section 7. Transfer Credit. Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 8. Funeral Leave. Leave with pay may be requested by a firefighter when his absence is required because of the death of a relative. Such leave may be granted for a period not to exceed 5 working days for 8 hour/day employees (4 working days for 10 hour/day employees and 3 shifts for 24-48 employees) for the death of a spouse, child (or step-child), parent, or parent-in-law. Such leave may be granted for a period not to exceed 3 working days for 8 hour/day employees (3 working days for 10 hour/day employees and 2 shifts for 24-48 employees) for the death of any other member of the immediate family, which is defined as brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, or other relative living in the same household; brother-in-law and sister-in-law mean spouse's sibling or sibling's spouse. Such leave may be granted for a period of up to one calendar day for a more distant relative. A leave report form showing the relationship to the deceased will be submitted by the firefighter at the earliest practical time. The Fire Chief is authorized to rule on such requests for paid leave. For a 24-48 firefighter, a "calendar day" begins each day at the time 24-hour shifts commence and ends 24 hours later.

Section 9. Payment of Accumulated Sick Leave at Death. One-half (1/2) of the accumulated Sick Leave shall be paid to a designed beneficiary upon the death of a current employee. Such payment will be in a lump sum based upon the employee's hourly rate of pay at the time of death (excluding any premium pay). If there is not valid written designation of beneficiary on file, or if the designation is for any reason ineffective, the payment shall be made to the employee's estate except that the City may authorize the payment of such amount to any one or more of the surviving spouse, adoptive parents, lineal descendants by adoption, or blood relatives of the employee, or a beneficiary to receive payments after the death of the employee under the State Retirement System, and any such payment shall be in complete discharge of liability with respect to the amount so paid.

Section 10. Payment for Accumulated Sick Leave at Retirement. At retirement, a firefighter's sick leave balance shall be computed on a forty (40) hour workweek basis and he shall receive a lump sum payment for one-third (1/3) of all accumulated sick leave in excess of four-hundred (400) hours to the maximum of 2,080 hours. This provision does not apply to service separation other than retirement.

Section 11. Maternity Leave. Any pregnant female firefighter shall be entitled to maternity leave. The starting date of maternity leave shall be at the reasonable discretion of the supervisor, or if earlier, at the employee's request, if reasonable notice is given by the employee. She will become reinstated without any break in service, provided she has notified the City within thirty (30) days of delivery indicating her desire to return to work and returns to work not more than ninety (90) days after delivery. Maternity leave shall be without pay, except that accumulated sick leave may be utilized by a female firefighter for that period of time she is temporarily disabled due to her pregnancy.

Section 12. Special Leave. Leaves without pay for personal reasons may be granted by the City upon request for periods not in excess of ninety (90) calendar days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of ninety (90) calendar days only upon the express approval of the City Manager. Upon return from such leave, the employee will be reinstated to his old position or to one of equal grade if available.

ARTICLE 17 — GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. Any disciplinary action of record which is not appealable to the Kettering Civil Service Commission is fully subject to the procedures of this Article.

Section 2. Grievances shall be promptly filed. To be considered, a grievance must be filed at the first step within fourteen (14) calendar days of its occurrence or when the employee first became aware (or in the exercise of reasonable diligence should have become aware) of its occurrence, but in no case may a grievance be filed more than thirty (30) days after the occurrence.

Section 3. Step 1. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, the representative of the Union shall be present.

Section 4. Step 2. If the grievance of an employee is not satisfactorily settled at Step 1, it may be taken to Step 2 and appealed by the grievant at a meeting with the Fire Chief and a representative of the Union. Any class action grievance filed by the Union shall be filed at Step 2 rather than Step 1 of the grievance procedure.

Section 5. Step 3. If the grievance has not been adjusted at Step 2, it may then be appealed by the grievant to a meeting between the Director of Human Resources and a representative of the Union.

Section 6. Step 4. If the grievance has not been adjusted at Step 3, it may then be appealed by the grievant to a meeting between a representative of the Union and the City Manager.

Section 7. Step 5. Arbitrable grievances which have not been settled by the above steps may be submitted to binding arbitration. Grievances which involve a matter over which the Civil Service Commission has jurisdiction are not arbitrable.

In the case of other grievances, if the Union is not satisfied with the answer of the City at Step 4, it may within thirty (30) days give written notice to the City of its intent to submit the grievance to arbitration.

Section 8. Arbitration. The arbitrator shall be selected under the rules of the American Arbitration Association for labor disputes, unless in a specific case the Union and the City mutually agree upon an arbitrator. Either party may request the American Arbitration Association to initiate procedures for the appointment of an arbitrator at any time after the notice of intent to arbitrate has been given under Section 7. The decision and award of the arbitrator shall be final and binding upon all interested parties.

The arbitrator shall not have the power to add to or subtract from or to modify this Agreement or any agreement supplemental hereto.

No more than one (1) grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator holding hearings as provided herein, unless it is mutually agreed to waive this provision.

The expense of the arbitrator shall be paid equally by the City and the Union.

It is further agreed, except with respect to matters over which the Civil Service Commission has jurisdiction, that the above grievance-arbitration procedure shall be, and the same hereby is, the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the City, and it is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure including any determination as to the arbitrability of a grievance as shall be made by the authorized business representative or officer handling the grievance, provided, however, that any such determinations regarding arbitrability shall be made upon the facts with which the authorized business representative or officer is confronted.

Section 9. The City shall give its answer at Step 1 within two (2) days; appeals from Step 1 to Step 2 shall be within two (2) days of receipt of the City's answer. Appeals from Step 2, Step 3 and Step 4 shall be within five (5) days of receipt of the City's answer. The City shall give its answer at Step 2, Step 3 and Step 4 within ten (10) days of the meeting. Time limits may by agreement be waived.

Section 10. In the event the City fails to answer in the time provided, the grievance shall automatically be considered the next step. In the event that a grievance is not filed or appealed within the time provided, it shall be considered withdrawn; however, if the grievance is not answered at the second step, the grievance will be settled in behalf of the employee.

ARTICLE 18 — UNIFORM ALLOWANCE AND PROGRAM

Section 1. Firefighters will be paid a uniform allowance of $700 per year. This uniform allowance will be for the firefighter to provide cleaning and to maintain and replace a Class-A uniform and other firefighter and medic related items in conformity with the Department's uniform policy. This allowance will be paid to each firefighter after the first year of service in four (4) equal payments at the beginning of each quarter.

Section 2. All turnout gear, station wear and safety equipment required by the City shall be furnished by the City through the Fire Department's Quartermaster Program.

Section 3. All new firefighter hires will be issued a complete set of uniforms consistent with the guidelines, policies and inventory in place in the Fire Department at the time this Agreement is signed.

Section 4. In addition to any Fire Department provided footwear firefighters will be paid a boot allowance of $300 per year. This boot allowance will be for the firefighter to purchase, maintain and replace structural firefighting "turn out" boots and station work boots and/or shoes that comply with Fire Administration standards. This allowance will be paid to each firefighter after the first year of service in four (4) equal payments at the beginning of each quarter.

ARTICLE 19 — BULLETIN BOARDS

The City agrees to furnish at each firehouse a bulletin board for the Union. These bulletin boards are to be used exclusively by the Union for the purpose of posting non-controversial Union notices.

ARTICLE 20 — MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. Health and Dental Insurance. The City shall make available to all eligible employees and their dependents health insurance programs to include medical, prescription and dental coverage subject to the applicable carriers' requirements and eligibility. The plan coverage and premium as determined by the City will be the same as that provided to all non-bargaining unit employees. Deductibles, out-of-pocket maximums, and co-pay structures are components of plan design. As such they will be established by the City and will be the same as those for non-bargaining unit employees. The City has the right to insure or self-insure and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any other operational components of the Medical and Dental Plans.

The City shall pay 90% and the employee shall pay 10% of the premium for the Dental Insurance Plan. Effective as of January 1, 2016, if the City changes the premium for dental plan, the dental premium for these bargaining unit employees shall be the same as the non-bargaining unit employees.

Effective January 1, 2015 and through the duration of the agreement, the City shall pay 83% and the employee shall pay 17% of the premiums for the Medical Insurance Plan. If however, the City reduces the Medical Insurance Plan employee premium share below 17% for non-bargaining unit employees, such reduction shall also apply to the Firefighters.

Effective January 1, 2015 the City will fund 75% of the employee's network deductible by placing $1500/yr. single and $3000/yr. family into a Health Savings Account (HSA).

Effective January 1, 2016 the City will fund the employee's HSA at no less than 65% of the network deductible of the High Deductible Health Plan (other plans excluded). Effective January 1, 2017 the City will fund the employee's HSA at no less than 60% of the network deductible of the High Deductible Health Plan (other plans excluded). In the event it is necessary in insurance plan year 2018 to reduce the City's share of the HSA funding on the High Deductible Plan below 55% in order to avoid the "Cadillac" excise tax pursuant to the Affordable Care Act, the City may at its option reduce the funding percentage to not less than 50%.

The network deductible of the High Deductible Health Plan shall not exceed $2500 for a single plan and $5000 for a family plan for plan years 2016 and 2017.

HSA's will be funded quarterly on a prorated basis, under a banking arrangement selected by the City. The City will pay all routine charges for the banking arrangement such as set up charges and routine monthly fees, with the employee responsible for other charges such as overdrafts, checks and investment fees. Once placed in the employee's HSA, the money becomes the possession of the employee, and as such, money the employee does not spend in the HSA for medical expenses is carried forward for future years use and is the employee's to take with him or her at termination, as authorized by then current IRS and other controlling state and federal regulations. Under circumstances where the employee does not have adequate funds in the HSA for expenses incurred before the fourth quarter of the year, due to legitimate expenditures to meet the deductible, the City will contribute an amount to the account, at the employee's request, up to the annual City contribution limits specified above.

Employees joining the City mid-year, eligible for health insurance coverage, will be placed in a similar High Deductible Consumer Driven Health Plan, but will be enrolled in a Health Reimbursement Account (HRA) with similar amounts available as those specified for HSA accounts above, but at the end of the

year, any money not spent is retained by the City and the employee is thus enrolled in the HSA in the subsequent year. The HRA system may also be used for other employees who do not qualify for the HSA under IRS provisions such as those enrolled in Medicare.

Employees in an HSA will have available a limited Flexible Spending Account (FSA) with the option for them to contribute up to the maximum allowable limit under IRS provisions. Other controlling aspects of the FSA and health plans, such as timing of enrollment, are subject to provisions of the Medical Plan.

Section 2. Life Insurance. Similar to administration employees each employee will be provided a term life insurance policy in an amount equal to his base annual salary at the time of death, plus an equal amount for accidental death and dismemberment coverage. Similar to administration employees the City will permit employees to purchase additional life insurance coverage through payroll deduction. The rates and availability of this optional coverage shall be as specified by the insurance carrier selected by the City.

Section 3. The City has the right to select carriers for the insurance program or to self-insure.

ARTICLE 21 — UNION REPRESENTATION

Section 1. For purposes of this article, Union Representatives are as follows:

President	Treasurer
Vice President	Union Steward
Secretary	Trustee

The Union shall notify the City in writing as to the names of the above representatives. No more than two (2) Union Stewards, and no more than two (2) Trustees, will be appointed at any time. If the names of the Union Representatives change, notice of such change will be given to the City in writing.

Section 2. In cases of discharge, suspension or other disciplinary action, the employees involved may request the presence of a Union Representative. The City will not unreasonably deny such permission.

In cases of discharge or suspension, the representative shall be allowed a reasonable time, without loss of pay to investigate the matter to determine whether or not a grievance will be filed so long as the representative first receives permission from his supervisor.

Section 3. The City, represented by the Fire Chief, and representatives of the Union will meet upon request at a time and place mutually agreeable. Within twenty-one (21) days of the meeting, the Chief shall furnish the Union with written answers to questions submitted in writing.

Section 4. Union Officers. Sufficient time off shall be granted to any three (3) elected officers of the Union (cumulative for both the Firefighters' and the regular full-time Captains' groups) who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the Union, provided, however, a 48-hour notice is given to the Fire Chief and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the Department.

Section 5. Union Leave. The City shall allow up to five (5) hours to be credited to a Union Leave fund from each Union member's vacation time, per calendar year. These hours will be deducted from the member's leave on the first pay period following a written request from the member to the City. Any

unused hours in the fund shall be carried over into the next year but no more than 224 hours (cumulative for both the Firefighters' and the regular full-time Captains' groups) can be accumulated. This leave will be for use by the Union at any time during the year for such functions as, but not limited to, conventions, educational meetings, legislative hearings, and conferences, as deemed necessary by the Union.

ARTICLE 22 — CHANGING STATIONS

When an employee is ordered to change stations by the Chief or his designee after he has already reported to his assigned duty station, the employee shall receive a mileage allowance at the current rate as determined in the City travel regulations then in effect if he must travel in his personal vehicle. The number of miles to be paid will be determined by the Chief.

When an employee is contacted at home and told that his next duty assignment is at a different location than his normal duty station, and he must return to his normal duty station to pick up required items such as turn-out gear, and must report to the new duty station at the start of the shift, 15 minutes overtime will be paid; however, no mileage allowance will be paid.

When an employee is told before he leaves his duty station that his next duty day assignment will be at a different station, he will not receive either overtime pay or mileage allowance for this reassignment.

ARTICLE 23 — REMOVAL OF REPRIMANDS

After a two-year clean slate, an employee may request the City to remove a previous oral or written reprimand, which will be done, except that if the employee has received a written reprimand instead of more serious corrective action, as stated in the written reprimand, the written reprimand shall remain a part of the employee's personnel file.

ARTICLE 24 – LABOR-MANAGEMENT COMMITTEE

The City and the Union shall jointly assist in establishing a Labor-Management Committee, which shall consist of 4 to 6 members, half of whom shall be appointed by the City and half of whom shall be appointed by the Union. Each member shall serve at the pleasure of the party appointing him, and may be replaced from time to time. The Committee shall establish its own rules, procedures and schedule to discuss and to investigate problems of mutual concern.

ARTICLE 25 — EFFECT OF LAWS

This Agreement is subject to all existing Federal and State laws, merit service rules and regulations, Municipal Charter provisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances, resolutions or any judicial decision interpreting them. The City shall adopt no ordinances or resolutions repugnant to the terms and conditions of this Agreement.

In the event that any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. When either party feels that a provision has been invalidated, it will notify the other in writing. In any such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations. Prior to any such meeting, the City may take action it should deem necessary in good faith to

comply with the law. Any such action shall be subject to the grievance-arbitration procedures hereafter for the purpose of determining whether the City acted within the scope of the paragraph.

By entering into this Agreement, or by making any reference to Chapter 4117 of the Ohio Revised Code, neither party in any way waives any claim that law, or any part of them, may be unconstitutional or otherwise invalid.

ARTICLE 26-RANDOM DRUG/ALCOHOL TESTING

In addition to the City's right to conduct Reasonable Suspicion Drug and Alcohol Testing, employees may be drug and alcohol tested randomly. Such random testing protocol shall begin 3/1/2016.

Employees will be randomly selected for unannounced drug and/or alcohol testing on an indiscriminate basis that assures that all employees shall have an equal chance of being selected; as a result, some employees may be tested more than once per year while other employees may not be tested at all. Testing may be administered up to 4 times each calendar year at the discretion of the City and 10% of the total pool shall be selected for each test date. When an employee is selected for a random drug and/or alcohol test, the employee shall promptly submit to such test(s). Except as provided herein, all random drug and/or alcohol tests will be provided at the cost of the City.

All employees subject to random drug and/or alcohol testing shall be placed in either a single pool of Fire Department employees or by platoon. The selected employees will be tested in the least disruptive manner.

The random drug and/or alcohol testing shall be conducted by a certified vendor of the City's choice. At a minimum, such vendor will be certified by the Department of Health and Human Services (DHHS), or certified by a DHHS recognized certification program, or Substance Abuse and Mental Health Services (SAMHSA), or certified by a SAMHSA-recognized certified program or any other future named agency that has jurisdiction over such standards. The screening panel and acceptable limits for random drug testing shall be consistent with the City's pre-employment screening panel and acceptable limits in place for Fire Department personnel at the time the random drug/alcohol test is conducted.

No drug test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. If the initial drug test is positive for any controlled substance, a confirmation test shall be run on the same sample using the most accurate testing method reasonably available. An employee who tests positive may, at his or her own expense, have another test run on the same sample. If the analysis of the "primary" specimen confirms the presence of an illegal controlled substance, the employee has 72 hours to request that the "split" specimen be retested at the same lab or be sent to another certified laboratory for analysis, at the employee's expense. In the event that the "split" specimen sample reveals no confirmation of a controlled substance, the City will reimburse the employee for the cost of the "split" sample test.

Random alcohol testing shall be conducted by a BAT (Breath Alcohol Test). In determining positive or negative results or removal from performing safety sensitive functions/duties the City will adhere to the standards and guidelines established by the Federal Motor Carrier Safety Administration (FMCSA) or any other future named agency that has jurisdiction over such standards. Employees shall be provided with a copy of such results standards on an annual basis or more frequently in the case of modification of such standards by the applicable agency.

If an initial drug test is positive, an employee may be suspended pending receipt of the confirmation test. A positive alcohol and/or positive drug confirmation test shall be deemed a violation. If an employee refuses to submit to a drug and/or alcohol test; or has a positive alcohol test; or a positive drug confirmation test the City may initiate disciplinary action, up to and including dismissal subject to a just cause standard.

Information resulting from such tests will not be divulged except to the extent necessary to protect the legitimate interest of the City or to the extent required by law.

The Chief may adopt an Administrative Policy to administer the random drug and/or alcohol testing program so long as such Policy is not in conflict with this Article.

ARTICLE 27 — DURATION

This Agreement shall be in full force and effect through August 19, 2018. All provisions shall be effective from and after the signing date of this Agreement unless otherwise specified, or as soon thereafter as benefit coverages can be obtained in the normal course of business or as provided by law.

This Agreement is signed this 14th day of January, 2016.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2150	CITY OF KETTERING, KETTERING, OHIO
Michael T. Holbert President	Mark W. Schwieterman City Manager
Peter J. Burcham Secretary	Terry A. Jones Fire Chief
Neil A. Frederick Bargaining Team Member	Sara E. Mills Director of Human Resources
David B. Parker, Jr. Bargaining Team Member	Patti Missimer Human Resource Manager
James L. Koller Bargaining Team Member	Jenny Smith Human Resource Manager

Thomas L. Butts
Assistant Fire Chief

Mitchell J. Robbins
Fire Battalion Chief

Appendix A

Side Letter

June 9, 2009

CITY OF KETTERING – IAFF FIREFIGHTER NEGOTIATIONS

Side Letter

Holiday Bank – Article X — Holidays Section 1. of the Agreement provides for a "Holiday Bank," which is used to equalize recognized paid holiday hours for Firefighters working a four 10-hour day/week schedule.

Both the Fire Department Management and the Union agree that the "Holiday Bank" procedure is an awkward and confusing method for equalizing such holiday hours.

The Fire Chief and his designated command staff, and the Union, pledge to work together through the labor-management process over the first twelve (12) months of the Agreement in order to achieve the goal of modifying or eliminating the "Holiday Bank" procedure in such a manner as to achieve an equitable solution for affected Firefighters resulting in no increase in Firefighter time off nor increase in cost to the City.

6/9/09

City

Union