

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

AND

LEXINGTON PROFESSIONAL FIREFIGHTERS

IAFF LOCAL 526

Majors

December 1, 2012 to November 30, 2015

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 1<sup>st</sup> day of December, 2012 by and between Lexington-Fayette Urban County Government, (hereinafter "LFUCG") and the Lexington Professional Firefighters, IAFF, Local 526 members with the rank of Major, (hereinafter "the Union", "the Local" "the bargaining unit") by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees.

## ARTICLE 1

### RECOGNITION

**Section 1.** LFUCG recognizes IAFF Local 526 as the sole and exclusive bargaining agent for all employees of the LFUCG Division of Fire and Emergency Services within the rank of Major for the purpose of collective bargaining on all matters related to wages, benefits, or terms and other conditions of employment, with the exception of the Fire Chief, Assistant Chief, Battalion Chief or any other appointed rank above the rank of Major.

**Section 2.** In the event a new sworn classification is created within the Division, LFUCG shall meet with Local 526 to discuss the possible inclusion of the new classification within fourteen days after the new classification is created and adopted by ordinance. If the parties cannot reach agreement regarding inclusion or exclusion of the new classification, the parties will proceed in accordance with the Kentucky Labor Board.

**Section 3.** Local 526 recognizes the Mayor and/or the Mayor's designees as the sole representative of LFUCG for purposes of collective bargaining negotiations.

**Section 4.** Any Bargaining Unit Member who accepts an appointment and qualifies as Chief, Assistant Chief, Battalion Chief, or any other rank or grade above the rank of Major shall be deemed to have received a leave of absence from the bargaining unit for and during service in any of these respective positions. Should any Chief, Assistant Chief, Battalion Chief or any other rank or grade above the rank of Major cease to serve in that capacity, the Member shall be restored to the same classification and rank which the Member held prior to the appointment without loss of seniority in grade. Any person not covered by this Agreement when appointed to Chief, shall not be deemed to be part of the bargaining unit and shall not be placed in the bargaining unit when he ceases to serve in that position. All appointments to the position of Assistant Chief, Battalion Chief or any other rank or grade above the rank of Major shall come from the bargaining unit.

## ARTICLE 2

### MANAGEMENT RIGHTS OF LFUCG

Any and all rights, prerogatives, and authority of LFUCG in the administration, operation, management, and direction of the Division of Fire and Emergency Services, existing prior to the effect of this Agreement shall be and remain vested in LFUCG, except as and to the extent specifically modified by this Agreement. Such rights, prerogatives, and authority shall include any not preempted by state or federal law. In addition to such rights, prerogatives, and authority as are specified elsewhere in this Agreement, they shall include, but shall not be limited to the following:

- a. Setting or modifying the organizational structure of the Division, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof;
- b. Direction of the work of Division employees;
- c. Establishing and maintaining the efficiency of Division operations;
- d. Carrying out such actions as are necessary to carry out the mission of the Division;
- e. Determination of the methods, means, and personnel by which operations are carried out;
- f. Assignment of personnel, consistent with provisions of this Agreement;
- g. Establishment of standards of performance and service, and taking disciplinary action for just cause, subject to applicable state law and this Agreement;
- h. Conferring and relieving sworn employees of their sworn powers, or relieving employees of duty, pending disciplinary or other action.

The powers, rights and or authority herein of the Employer are not to be exercised in a manner that will undermine the Union, or as an attempt to evade or to violate the provisions of this agreement.

### ARTICLE 3

#### WORK RULES

**Section 1.** Local 526 recognizes that the Employer has the right to promulgate reasonable work rules. Work rules shall not be applied in violation of the terms of this Agreement.

**Section 2.** Prior to implementing any new work rules, policies, procedures, or standard operating procedures the Employer will notify The Local at least ten (10) calendar days in advance of the effective date. If the Local requests to meet over such a change within that notice period, the Employer and the Local will meet to discuss the proposed changes. Neither Local 526's agreement nor impasse is required before implementing a new work rule, provided it is promulgated consistent herewith.

**Section 3.** Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance; which will include email communications; provided the parties recognize that certain situations,

for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION**

Neither LFUCG nor Local 526 shall discriminate against any member of the collective bargaining unit because he or she is or is not a member of the Local, nor because of lawful Union activity or refraining there from; nor shall either party discriminate against any member of the bargaining unit on the basis of race, color, sex, creed, religion, marital status, age, national origin, disability, political affiliation, or sexual orientation.

#### **ARTICLE 5**

##### **NO STRIKES, WORK STOPPAGES, AND SLOWDOWNS**

Local 526 recognizes that it is unlawful to engage in strikes and work stoppages. The Local further agrees that it shall not engage in, condone, or encourage work slowdowns and mass absenteeism. Local 526 agrees that any of the foregoing actions by or on the part of bargaining unit members may constitute cause for disciplinary action, up to and including termination and that Local 526 shall not encourage such activities and shall take prompt and reasonable steps to discourage same. The LFUCG agrees that there shall be no lock out of the employees.

#### **ARTICLE 6**

##### **DUES CHECKOFF**

**Section 1.** LFUCG agrees to deduct monthly, and without cost to Local 526, dues and any assessments in an amount certified to be current by the Treasurer of Local 526 from the pay of those employees who are members of Local 526. LFUCG shall remit this amount to the Treasurer of the Local each month.

**Section 2.** All employees in the bargaining unit who are not or who do not become members in good standing of Local 526, shall begin to pay a fair share fee to Local 526 effective upon either (a) written notification to LFUCG of an existing employee's termination of Local membership or non-membership, or (b) the date of hire of a new employee who elects not to join the IAFF. Local 526 shall certify to LFUCG annually during the term of this Agreement the fair share fee for applicable non-member employees of the Division. The monthly fair share fee shall be certified to LFUCG's Division of Human Resources by Local 526.

**Section 3.** The fair share fee shall be deducted by LFUCG and remitted during the same period as Local 526 dues are remitted at no cost to the Local. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

**Section 4.** The parties agree that the determination and notice of the fair share amount and the processing of any challenges by bargaining unit members to that amount shall be consistent with the U.S. Constitution and all applicable law, as interpreted by the courts. That will include the escrowing of fair share moneys in the event of a challenge.

**Section 5.** Local 526 shall indemnify and hold LFUCG harmless against any expense or liability, including attorney fees that may arise out of or by reason of any action taken by LFUCG consistent with the foregoing, in connection with a fair share fee. In the event LFUCG should be held liable or responsible for repayment of moneys paid to the Local pursuant hereto, Local 526 shall reimburse said moneys to LFUCG. Should LFUCG receive notice of a claim pertaining to fair share fees, LFUCG shall provide the Local with notice of same.

## ARTICLE 7

### UNION BUSINESS/REPRESENTATION

**Section 1.** The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives as defined in Section 5 below shall be permitted to perform the following functions, provided the normal operations of the Division are not hindered or disrupted.

- A. Attend meetings with LFUCG Management, and consult with the Employer or his representatives, concerning the enforcement of any provision of this Agreement, provided that the number of Union representatives shall be reasonable and shall not exceed two (2) members unless LFUCG specifically agrees otherwise;
- B. Transmit communications, authorized by the local union or its officers to the employer or his representatives;
- C. The Local shall be permitted to send and receive Email and documents related to Union business over the LFUCG computer system, provided use of LFUCG Email facilities shall be reasonable and compliant with LFUCG policy.
- D. The Local shall be permitted to use fire station phones for Union business provided such usage must be compliant with LFUCG telephone policy and shall not incur costs to LFUCG.
- E. Local members shall be allowed to affix one (1) IAFF helmet sticker to their helmet, not to exceed two and one half (2 ½ ) inches in diameter and affixed in a manner not to interfere with safety and reasonable placement. Local 526 members may also wear a grey union t-shirt with Lexington Fire Department on the back with company designation on duty according to LFDES policy. On short sleeve polo shirts, members may choose to have embroidered in small letters Local 526 with the IAFF Logo at the end right above the elastic cuff.

**Section 2.** Bargaining unit members (hereinafter also referred to as "employees", "members", or "bargaining unit employees") elected or appointed by the Union President to represent the Union at Union functions, shall be granted paid leave (Absent With Leave - AWL) to attend the following:



- A. Any regular and special Union meetings (limited to one (1) member at a time, and provided that the Local shall notify the Chief immediately upon the scheduling of a special meeting, and employees granted leave under this section shall not be absent for any period longer than required to attend the meeting);
- B. State or IAFF conventions, seminars, conferences not to exceed two (2) members per day at one time, not to exceed a cumulative total two hundred forty (240) hours per year of AWL leave. Up to fifty (50) hours unused time may be carried over to the next year, such that the available total shall never exceed two hundred ninety (290) hours. The Local shall provide thirty (30) days advance notice of such events to the Chief for his approval, which shall not be unreasonably withheld.

**Section 3.** In addition LFUCG shall also provide to the Union President, or any other single representative designated by the Union President, with notice to the Chief, paid leave (AWL) to attend each session of the State Legislature, as well as any scheduled meetings of the LFUCG Council. The Union may designate one (1) additional member to attend. However, paid leave for such additional member shall be charged to the 240 hour total in Section 2(b) above. Employees granted leave to attend a council session under this section shall not be absent for any period longer than required to attend the session.

**Section 4.** Union representatives shall be able to perform necessary activities related to processing a grievance without loss of pay up to a cumulative total of ten (10) hours per month, with no carryover from month to month.

**Section 5.** The Local shall provide the Fire Chief with an official written roster of its Union representatives and shall include name and Union position held. The number of Union representatives covered by this Article shall not exceed ten (10) in number.

**Section 6.** The purpose of paid leave and AWL leave is that the affected individual not lose pay by attending the sessions and proceedings set forth in this Article. Under no circumstances shall an affected individual earn more than his or her regularly scheduled pay while attending the above.

## **ARTICLE 8**

### **DEFINITION OF DIVISION SENIORITY**

**Section 1.** For issues of utilizing earned benefits and layoffs, seniority shall be determined by continuous service in the LFUCG Division of Fire and Emergency Services calculated from the initial employment date with the Division of Fire as a Firefighter. Seniority shall be continuous unless broken by resignation, termination, retirement, or loss of recall-from-layoff rights as provided within Article 14 (Layoff). Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list. Time in grade shall be considered for issues other than utilizing earned benefits.

**Section 2.** The Employer shall prepare and maintain a seniority list indicating employee name, seniority date and current classification. Such lists shall be updated annually, posted in appropriate work locations and a copy given to the Local.

## **ARTICLE 9**

### **PROBATIONARY PERIODS**

All newly promoted Bargaining Unit Members shall serve a promotional probationary period of one hundred eighty (180) days, during which time LFUCG shall have the discretion to demote them to their prior rank. However, any such demotion shall be for a reason or reasons stated in writing, and shall be subject to review in the grievance and arbitration procedure for arbitrariness and capriciousness. A demotion during the promotional probationary period shall not be deemed disciplinary action, and therefore shall not be subject to the provisions of Section 6 of Article 13.

## **ARTICLE 10**

### **ASSIGNMENTS, VACANCIES, AND TRANSFERS**

**Section 1.** Assignments and transfers shall be based on a reason or reasons that will be communicated to the affected bargaining unit members and that shall not be arbitrary or based on personal feelings. Factors that may be considered shall include but are not limited to ability, performance, experience and certifications. Seniority shall be given due consideration but shall not be controlling except in the instance all other factors are equal.

**Section 2.** LFUCG reserves the right to make and change assignment(s) or transfer employees provided that such assignment or transfer shall comply with the criteria stated in Section 1 above.

## **ARTICLE 11**

### **SHIFT EXCHANGE/TRADE TIME**

Bargaining unit members shall have the right to exchange shifts when the change does not interfere with the normal operation of the Fire Department, provided that all such exchanges shall be consistent with Division of Fire policies and practices.

## **ARTICLE 12**

### **CONTRACTING OUT**

**Section 1.** LFUCG agrees not to contract out the traditional work of fire suppression or emergency medical/rescue services. The parties specifically agree that in the event of mutual aid and support between the Division and other fire or emergency services, including response by other such services to assist LFUCG, shall not be deemed to be contracting out of such work, and shall not be prohibited by this agreement.

**Section 2.** The parties agree that traditional work of fire suppression includes the duties of fire prevention, fire investigation, planning and review and public education.

**Section 3.** The parties further agree that in all other bureaus not specifically mentioned herein, the Employer reserves the right to subcontract any work assigned to said bureaus as long as such assignment does not result in the direct loss of those bargaining unit positions assigned to those bureaus.

## ARTICLE 13

### GRIEVANCE PROCEDURE

**Section 1.** Any grievances or disputes, which may arise between the parties concerning the meaning or interpretation, of this Agreement, which shall also include the application of any work rules established and enforced by LFUCG, or the issuance of discipline of a Bargaining Unit member shall be settled in the following manner.

**Section 2.** A "grievant" is defined as a Bargaining Unit member, group of Bargaining Unit members, or Local 526. In order for any grievance to be recognized as such, all written grievances should be signed by the grievant or those persons of the group allegedly harmed. Only Local 526 may file a grievance pursuant to the steps set forth in this article.

**Section 3.** A Bargaining Unit member must first discuss any matter with their immediate Supervisor, except for alleged harassment involving the Supervisor. In the event an agreement cannot be reached, then the steps in Section 4 below shall be followed with respect to any grievance.

**Section 4.** No grievance resolution shall be in conflict with the provisions of this Agreement.

**Step 1:** Local 526 shall submit a written grievance from the Shift Commander of the Bargaining Unit member's respective platoon. Any Bargaining Unit member assigned to a Bureau shall have the Local submit a written grievance form to the appropriate department head. Bargaining Unit members shall be entitled, if requested, to have Union representation at any step in this article. The Shift Commander/Bureau Chief shall then attempt to adjust the matter and shall respond to the employee within ten (10) work days. Grievances must be submitted to Step 1 within forty-five (45) calendar days of knowledge of the incident giving rise to the grievance. Grievances regarding discipline shall start at Step 4 of the Grievance Procedure with the Mayor or the Human Resources Director holding a meeting within ten (10) work days of the filing of the grievance.

**Step 2:** If the grievance has not been resolved to both parties' satisfaction, it may be presented in writing by Local 526 to the Assistant Chief

of Administration within ten (10) work days after the Shift Commander/Bureau Chief's response is due. The Assistant Chief of Administration shall respond to Local 526 Representative in writing within ten (10) work days of their receipt of the grievance.

**Step 3:**

If the grievance has not been resolved, it may be presented in writing by Local 526 to the Fire Chief within ten (10) work days after the response of the Assistant Chief of Administration is due. The Fire Chief or designee shall respond in writing to Local 526 within ten (10) work days.

**Step 4:**

If the grievance has not been resolved after Step 3, it shall be presented in writing by the Union Grievance Committee to the Mayor or the Human Resources Director within ten (10) work days after the response of the Fire Chief is due. The Mayor or the Human Resources Director shall conduct a meeting with Local 526 within ten (10) work days after a grievance is presented. A written response shall be sent to the Union Grievance Committee within ten (10) work days after the meeting.

**Step 5:**

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of LFUCG, then within ten (10) days after the rendering of the decision at Step 4, Local 526 may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached either party shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall hold the arbitration hearing and issue a decision thereafter.

The cost involved to obtain the list of arbitrators, and the rent, if any, of the hearing room shall be borne equally by each party. The

expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party making the request, provided, that this fee shall be split equally if both parties desire a reporter or request a copy of a transcript. The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred

The arbitrator's decision will be in writing. The parties agree the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, or add to the provisions of this Agreement as the right to do so is the prerogative of the contracting parties only. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule, or regulation affecting conditions of employment. The decision of the arbitrator shall be advisory.

**Section 5.** Any grievance not advanced to the next step by the grievant, within the time limits in that step, shall be deemed resolved by LFUCG's last response. If LFUCG does not respond within the prescribed time limits, the grievance shall advance to the next step of the grievance procedure. The time limits in this Article may be extended by mutual agreement between LFUCG and the grievant, which agreement shall be in writing.

**Section 6.** In discipline cases (i.e., matters involving reprimand, dismissal, suspension, or reduction in pay or grade of an employee), the parties acknowledge that pursuant to KRS 95.450, no discipline can actually be imposed until action by the LFUCG Council. Therefore, the time limit for grieving of discipline shall begin by the Fire Chief serving the recommended charges on the subject Bargaining Unit member, and a grievance shall begin at the level of the Mayor as specified above. Should the matter not be resolved prior to the level of arbitration, it shall be arbitrated based on the recommended charges and recommended discipline of the Chief. After the decision of the arbitrator, the matter shall be presented to the LFUCG Council as required by KRS 95.450. The parties agree that only the written decision of the arbitrator will be presented to the Council and that neither side shall present additional evidence unless requested by the Council. Any further hearing rights before the Council pursuant to KRS 95.450 are hereby waived.

**Section 7.** For purposes of this grievance procedure, "work days" shall include Monday through Friday but exclude Saturday, Sunday, and holidays.

## ARTICLE 14

### LAYOFF

### **Section 1.**

- A. Whenever a reduction in Bargaining Unit members is required for cause, Bargaining Unit members shall be laid off in inverse order to length of service in the Division of Fire and Emergency Services, without regard to rank or classification.
- B. A laid off Bargaining Unit member shall be eligible for recall for a period of thirty-six (36) months after the effective date of the layoff. Notice of a recall shall be sent by certified or registered mail, with a copy sent to Local 526, to the last address registered with LFUCG by the Bargaining Unit member. The recalled Bargaining Unit member shall have fourteen (14) calendar days following the date of receipt of the recall notice to notify LFUCG of their intention to return to work and shall have fourteen (14) calendar days following mailing the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.
- C. A laid off Bargaining Unit member shall have the option to receive payment for all earned but unused leave, which shall include but not limited to vacation and holiday time for which they have not otherwise been compensated. Bargaining Unit members with any accumulated compensatory time shall be allowed to exhaust that time off with pay prior to the effective date of the lay off.
- D. Health and life insurance coverage, per this Agreement, will be continued until the end of the next full month after the effective date following the month of the layoff. The Bargaining Unit member may, thereafter, elect to continue participation in such health plan in accordance with the LFUCG's COBRA policy.
- E. LFUCG agrees to notify Local 526 and affected Bargaining Unit members at least thirty (30) calendar days in advance of the effective date of a layoff. Upon request from Local 526, during the thirty (30) day notification period, LFUCG agrees to meet with representatives of Local 526 to discuss alternatives to the layoffs and the impact of the layoffs on the Bargaining Unit members.

**Section 2.** Bargaining Unit members shall retain their previously accrued Divisional/LFUCG seniority dates with the LFUCG while on layoff.

## **ARTICLE 15**

### **REINSTATEMENT**

A Bargaining Unit Member who has completed his initial probationary period, and who is separated from employment for reasons other than disciplinary action, may apply for reinstatement for a period of one year from the date of his separation. The decision whether to grant a request for reinstatement is in the discretion of LFUCG.

## ARTICLE 16

### HEALTH AND SAFETY

**Section 1.** The LFUCG and Local 526 share mutual concern and responsibility for the health and safety of the employee. The LFUCG shall provide a safe and healthy working environment in accordance with applicable State, Federal laws and regulations.

**Section 2.** Any Bargaining Unit Member who believes a safety hazard exists, such as unsafe equipment, conditions, or practices should report the situation immediately to the chain of command. LFUCG will then investigate and take necessary corrective steps. Should the employee believe that the safety hazard still exists seventy-two (72) hours after such notification, he shall have the right to notify the Chief directly in writing of his safety concern.

**Section 3.** The Division's Safety Committee shall be structured so that it is composed of three (3) bargaining-unit members one of whom shall be a Union representative, and three (3) members of the Fire Administration. This Committee shall meet monthly or at mutually agreed upon times to discuss matters of concern and make recommendations. Any member of the Committee may submit items to be included on the agenda for the meeting.

The function of the Safety and Health Committee is to:

- Recommend changes or additions to protective equipment, protective apparel, or devices;
- Recommend changes or additions to the physical and environmental conditions at Division of Fire facilities;
- Review injuries;
- Discuss safety policies and recommend their adoption by management;
- Work to have approved recommendations put into practice;
- Learn about different safety matters and incorporate them in training;
- Maintain safety awareness and interest throughout the Division; and
- Help make safety an integral part of job procedures and Division operations.

**Section 4.** LFUCG shall provide appropriate immunizations, at no cost, to bargaining unit members to prevent contracting a disease on the job. All participation is voluntary, unless LFUCG determines based on sound medical reasons that an immunization is needed for protection of the public, or unless otherwise required by law. Any employee declining an immunization shall sign an appropriate waiver. Immunizations shall include, but not be limited to, tetanus-diphtheria, hepatitis-B, and influenza, based on availability. The parties further agree that based on experience, advances in technology and other changing circumstances, these policies will need to be reviewed on a periodical basis.

**Section 5.** The LFUCG agrees that all fire department suppression equipment shall be in compliance with all applicable state and federal regulations, and that

equipment purchased by LFUCG shall be consistent with NFPA standards at the time of purchase. This section does not address post purchase safety issues.

**Section 6.** Each district officer shall have discretion to remove apparatus from service if in his opinion the condition of the apparatus requires removal pending inspection by the mechanical division commander. The final decision as to the serviceability of a piece of equipment lies with the Chief or his designee.

**Section 7.** LFUCG shall make reasonable effort to maintain all reserve fire apparatus, including EMS reserve vehicles, equipped the same as the front line apparatus.

**Section 8.** Bargaining Unit Members will be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical and/or psychological fitness for duty. A Bargaining Unit Member may elect to have the required biennial physical examination performed by his/her primary care physician, provided that the physician is able to perform all tests and provide that the examination and the results are received within three (3) months of the announced physical exam schedule. LFUCG shall reimburse a member for the cost of the physical examination by his primary care physician up to the maximum of one hundred dollars (\$100.00). A Bargaining Unit Member who elects to have his biennial physical examination conducted by his/her personal physician shall also be required to undergo any physical examination or test to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by the LFUCG.

**Section 9.** The LFUCG shall provide a cancer screening and 12 lead EKG testing/evaluation for all Bargaining Unit Members upon request at their biennial physical examination referenced in Section 8. A Bargaining Unit Member with a positive test result from any cancer screening conducted shall be able to work unrestricted unless restricted by the treating physician.

**Section 10.** In the event a medical condition covered in this Article is proved to be non-occupational, the expenses shall then be turned over to the Bargaining Unit member's personal health insurance for payment of claims.

## ARTICLE 17

### MEDICAL EXAMINATIONS/FITNESS FOR DUTY

**Section 1.** LFUCG may require a Bargaining Unit member to take an examination, conducted by a licensed medical practitioner of LFUCG's choosing to determine the Bargaining Unit member's physical or mental capability to perform the essential functions of their position. In addition, LFUCG may require a Bargaining Unit member to provide medical certification that the Bargaining Unit member is medically able to return to work before a Bargaining Unit member returns to work after a Family Medical Leave or sick leave absence.



If the Bargaining Unit member disagrees with the results of an examination ordered by LFUCG, they may be examined by a licensed medical practitioner of their choice, at their expense. If the two reports conflict, the parties shall choose a mutually agreed upon neutral licensed medical practitioner whose decision shall be final.

Medical examinations under this Section shall not apply to medical examinations conducted in connection with Workers Compensation claims.

**Section 2.** If a Bargaining Unit member after examination is found to be unable to perform the essential functions of their position, the Bargaining Unit member may utilize accumulated sick leave or other leave benefits. Any Bargaining Unit member who is unable to perform the essential functions of their position, and who has utilized all of their accumulated leave benefits, may be placed on administrative leave without pay. Any Bargaining Unit member placed on such administrative leave shall with an appropriate medical release, have the right to return to duty within twelve months from the date they first were unable to perform their duties. FMLA leave will run concurrently with the paid and unpaid leaves set forth herein.

**Section 3.** Any cost for examination required by LFUCG shall be paid by LFUCG. Any cost for examination by a neutral licensed practitioner shall be paid by LFUCG.

**Section 4.** A Bargaining Unit member who is required to take a medical examination by LFUCG and not allowed to work, shall be placed on appropriate leave consistent with the provisions of this Agreement. Should it be shown per Section 1 above that the Bargaining Unit member was actually fit for duty, any accrued paid leave used by the Bargaining Unit member shall be restored and if the Bargaining Unit member has no or insufficient paid leave available, they shall be paid for their lost wages. Under the foregoing circumstances, they shall be placed on modified duty pursuant to Article 36 (Modified Duty).

**Section 5.** Local 526 and the LFUCG agree to refer the subject of physical fitness assessments and physical examinations to the Labor Management Committee for purposes of: (1) developing a recommended policy of minimum standards of physical fitness; (2) developing recommended rehabilitation guidelines in the event those standards are not maintained; and (3) developing recommendations for sanctions in the event of a Bargaining Unit member's failure to meet those standards or successfully rehabilitate. The Labor Management Committee will also develop a recommended policy outlining the contents of the physical examination. The Fire Chief shall consider the recommendations of the Committee developed pursuant hereto, but shall retain final authority regarding implementation of policy consistent with this Agreement.

**Section 6.** The LFUCG shall provide, without cost to members of the Bargaining Unit, membership to a YMCA in Fayette County. These are single memberships to be paid for by LFUCG.

## ARTICLE 18

## ALCOHOL AND DRUG-FREE WORKPLACE

The Local 526 and LFUCG agree to maintain a drug free workplace. The public has a right to expect public safety employees to be both physically and mentally prepared to assume their duties at all times, free from serious impairments which result from the use of controlled substances, alcohol, and other forms of drug abuse.

The Director of Human Resources shall be responsible for the administration of and establishing the operational procedures necessary to implement this article.

I. **CONDITIONS OF EMPLOYMENT:** Adherence and compliance to this article including but not limited to the rules, regulations, policies and procedures will be a condition of employment with the LFUCG.

II. **SCOPE:**

A. **Alcohol - Scope and Defined**

Reporting to work or having at any time during the workday, a detectable odor of an alcoholic beverage on his/her breath, which results in a BAC of 0.02% or above, shall be cause for the employee to be dismissed from employment, subject to a confirming blood alcohol test.

B. **Legal Drugs - Scope and Defined**

Any controlled substance or chemical legally obtained and used for the purpose, and in the amounts medically recommended in expressed written instructions, of the manufacturer.

C. **Illegal Drugs - Scope and Defined**

1. Any drug as defined by federal or state controlled substances statutes (KRS 218A.080) of which cannot be obtained legally.
2. Any drug as defined by federal or state controlled substances statutes of which cannot be obtained legally, without being prescribed by a duly licensed physician or health care worker authorized to dispense drugs.
3. Any drug which has been legally obtained by prescription, but which is used or distributed by one whose name does not appear on the prescription container or not used in the prescribed manner by the person whose name appears on the prescription container.

4. Any combination of alcohol and legal or illegal drugs will be classified as illegal when the used intent is for misuse or abuse.

III. **DEFINITIONS:** (All definitions are for the purpose of this article.)

- A. **Accident** – Any occurrence of events which leads to property damage, physical injury, or death.
- B. **Actual Physical Control** - Term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.
- C. **Blood Alcohol Content (BAC)** - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage form. **BREATH:** A volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- D. **Blood Alcohol Test (BAT)** - A medically acceptable procedure or scientifically approved instrumentation test to determine the content of alcohol in the blood.
- E. **Chain of Custody** - The ability to identify each person or facility that has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- F. **Drug Paraphernalia** - Any item used for administering, packaging or transporting illegal drugs.
- G. **Drug Test** - Tests scientifically designed and medically approved, that determine the presence of drugs in the body.
- H. **Drugs** - Any chemical substance that adversely alters a mind or body function when entering the body.
- I. **Employee** – Refers to those members who are covered under this contractual agreement.
- J. **Evidential Breath-Testing Devices (EBTs)** - A specifically designed device, approved by the National Highway Traffic Safety Administration (NHTSA), used by a certified breath-alcohol technician, following specific breath-testing procedures, in the collection and analysis of breath samples to determine the BAC level.
- K. **Integrity Checks** - A fail safe mechanism, built into the urinalysis/urine drug screen, which measures the level of certain

elements normally found in the body that become abnormal when a urine sample to be tested is diluted or altered.

- L. **Medical Staff** - Authorized personnel qualified by license or certification to perform medical procedures.
- M. **Medical Review Officer (MRO)** - A licensed (doctor or doctor of osteopathy) specifically authorized, appointed and approved by the LFUCG, who is responsible for receiving results generated by the authorized and approved LFUCG drug and alcohol testing program laboratory. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with the employee's medical history and any other relevant biomedical information.
- N. **Positive Drug Screen** - The results of an approved medical or scientific test, properly reviewed and approved by a MRO, that reveal the presence of an illegal substance in the human body, as defined in VIII. "Testing Safeguards, Terminology and Guidelines".
- O. **Reasonable Suspicion** - Whether a reasonable, prudent individual, trained in the symptoms of drug or alcohol abuse would believe, based upon observation, that someone was under the influence of drugs or alcohol; or that based on observation or information that drugs and/or alcohol is being used or stored on LFUCG property.
- P. **Substance(s)** - As used in this context, a substance is any chemical compound that will adversely alter the mind or body function when entering the body.
- Q. **Testing facilities** - Any physical area contracted by the LFUCG and designed to accurately administer scientific and medically approved tests.
- R. **Urinalysis/Urine Drug Screen** - Urine samples are screened for specified drugs and/or their metabolites utilizing enzyme immunoassay (EIA) using defined cutoffs.
  - 1. Those urines found to be positive by the EIA methodology are then confirmed by gas chromatography mass spectroscopy (GCMS).
  - 2. All urine drug screens and confirmations are to be conducted by a laboratory recognized and approved by the College of American Pathologists (CAP) or Substance Abuse and Mental Health Services Administration

(hereafter referred to as SAMHSA) (Formerly: National Institute of Drug Abuse (NIDA)).

#### **IV. EMPLOYEE ASSISTANCE PROGRAM (EAP):**

The LFUCG has established and maintains an EAP, which informs members of the dangers of alcohol and drug abuse and offers assistance to members seeking help for alcohol or drug abuse, and the personal and emotional problems associated with abuse.

##### **A. Members Who Seek Assistance from LFUCG - PRIOR TO NOTIFICATION OF TESTING:**

At any time prior to testing, an employee may acknowledge his drug or alcohol abuse and secure a leave of absence to undergo rehabilitation in a certified program.

An admission of substance abuse, including alcohol, will not subject the employee to disciplinary action providing the aforementioned process is followed and the employee successfully completes the rehabilitation program.

After acknowledgment of substance abuse involving the work place, refusal to commit to and successfully complete an authorized rehabilitation program will be grounds for discipline.

Should the employee commit to rehabilitation, a determination will be made by the EAP, the Director of Human Resources and the Chief as to whether the employee can remain on the job in a current or available substitute duty capacity during rehabilitation, performing duties that pose no risk to fellow employees, property, or the general public or whether the employee must take a leave of absence or sick time during rehabilitation.

Once the employee is authorized to return to work, subsequent testing for continued substance use/abuse may be performed based upon a medical recommendation by the treatment provider.

##### **B. Leave During Treatment: There will be two (2) types of treatment plans for LFUCG employees:**

1. **In-patient followed by Outpatient Phase:** The in-patient phase will be charged as sick leave or other leave, if such is available. If sick or other leave has been exhausted, their status will be changed to leave of absence without pay.
2. **Out-Patient Phase Only:** Normally, the employee will return to work at his normal or alternate duties. However, if the EAP

Representative recommends other duties during this phase, then provisions will be made.

- C. **Medical Insurance:** The cost of rehabilitation will be provided by the LFUCG to those employees who are covered by the government's medical insurance, but only to the extent of applicable coverage which exist at the time of any claim. Employees are responsible for all costs not covered by the employee's medical insurance.

V. **PROHIBITED BEHAVIOR:** The following behavior and activities are prohibited under this article and may subject the employee to disciplinary action up to and including dismissal.

- A. Use, possession, distribution, or sale of alcohol, illegal drugs or drug paraphernalia or the unlawful manufacture, distribution, dispensation, possession or use of controlled substances on government property or within government vehicles.
- B. Being impaired anytime during the workday, as a result of using, alcohol, illegal drugs, misusing a legally prescribed drug, or any chemical substance, is prohibited behavior.
- C. Members who are called to report back to duty are forbidden to report to their work site or job if impaired, and shall immediately, via telephone, notify their supervisor of such.
- D. Being impaired at any time while operating a government owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug, or any chemical substance is prohibited behavior.
- E. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or being impaired at any level by any drug. At no time shall a member work displaying the odor of alcoholic beverages on or about his person.
- F. Ingesting any alcoholic substance prior to post-critical incident testing after a Critical Incident or using of any drugs prior to post-critical incident testing after a Critical Incident without medical authorization or under medical treatment.
- G. Storing in a locker, desk, vehicles, or other places on government premises any illegal drug, drug paraphernalia or alcohol which use or possession is unauthorized
- H. Refusing to provide a blood, urine, saliva or breath sample for testing when required by reasonable suspicion, post critical, or for authorized random testing.

- I. Switching or altering any submitted specimen for testing.
- J. Testing positive for drugs or alcohol.
- K. Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- L. Failure to report to the employee's immediate supervisor and/or Chief, the use of any legal drug which may adversely alter the employee's behavior, physical or mental ability.

## **VI. EMPLOYEES' REPORTING RESPONSIBILITIES:**

### **A. LEGAL DRUGS:**

Prior to ingesting any legal drug, it shall be the sole responsibility of the employee to inquire from the attending physician, pharmacist, or health care provider, if the legal drug may limit or impair their ability to perform the duties of his/her position in any way.

Employees, who have knowledge or have been informed, that the use of any legal drug may present a safety risk, shall immediately report such drug use to their immediate supervisor to determine job related consequences.

Should any legal drug adversely alter the senses of or prevent the employee from performing the job duties in a safe and productive manner, it shall be the responsibility of the employee to notify his/her immediate supervisor, advising them of the limitations the legal drug poses. Supervisors who are aware of such a situation are to instruct the employee to report performance problems to the District Major.

The Chief, or his designee, and the Director of Human Resources, or his designee, shall then determine if the employee can safely and effectively perform the assigned job duties while taking the legal drug. If it is determined that the employee cannot perform the job duties safely and effectively, the employee may be required to take a leave of absence, sick time or assigned other modified duties to be determined by the Chief and the Director of Human Resources or designee. Any dispute relative to the employee's ability to perform his work assignment shall be resolved pursuant to the Medical Examination/Fitness for Duty Article 18.

An employee who has an unexpected adverse reaction to any legal drug shall, without delay, safely cease operating vehicles where continued operation while impaired may be inherently dangerous, and shall immediately notify his immediate supervisor.

No supervisor or Chief may assign, direct, or order an impaired employee to continue operating a vehicle or equipment, or performing a safety sensitive function.

- B. **DRUG RELATED ARREST OR SUMMONS:** Employees arrested or summoned for violation of any law or ordinance pertaining to the illegal manufacturing, distribution, dispensation, possession or use of, legal or illegal drugs, shall immediately report such arrest or summons to the Chief, who will in turn report same to the Director of Human Resources or designee.

**VII. REFUSAL TO SUBMIT TO A PROPER REQUEST FOR TESTING:**

For the purposes of detecting alcohol and illegal drug use/abuse, drug or breath alcohol test (BAT) will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each employee's constitutional rights. Refusal to submit to a drug or BAT, under these stipulations, shall be immediate grounds for dismissal.

**VIII. TESTING SAFEGUARDS, TERMINOLOGY AND GUIDELINES:**

Alcohol and Drug Screening shall be conducted under the following circumstances:

A. **DRUG TESTS AND CUT OFF LEVELS**

<u>Drug</u>	<u>Screening Limit</u>	<u>Confirmation Limit</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	200 NG/ML	200 NG/ML
Benzodiazepines	200 NG/ML	200 NG/ML
Cannabinoids	100 NG/ML	15 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	300 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	300 NG/ML

B. **TESTING SAFEGUARDS**

All testing will conform to Substance Abuse and Mental Health Service Administration (SAMSHA) drug testing protocol. If SAMSHA



determines that the drug testing protocol will change, the Division of Human Resources will advise the Local of such changes.

The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply within this article. All breath analysis testing shall be in accordance with Department of Transportation Standards. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .02 or above shall be cause for a confirming blood test. The blood test shall immediately be drawn to confirm a positive test. A confirming positive test of 0.02 or above shall result in dismissal. The MRO review is not required to confirm the results of an alcohol test.

All positive results will automatically be confirmed utilizing the appropriate determination by a certified laboratory. If an alcohol test is confirmed as positive, the employee may, upon written request and at the employee's expense, have the split sample tested at a certified laboratory. The request shall be presented within 72 hours following notification of a positive result. The employee will notify the testing facility that they wish to contest the test results and will be provided a list of certified labs to choose from for conducting the contesting test. The employee is responsible for the cost of this test. MRO review is not required to confirm the results of the test.

Because of the key role that the Medical Review Officer (MRO) plays in maintaining a fair and accurate drug-testing program, the Employer shall select an MRO who meets all DOT regulations, training and education requirements.

Upon reviewing a positive drug test result, the MRO shall attempt to contact the employee to advise of the positive test result. If after 72 hours the MRO has not been able to contact the employee, then the MRO shall notify the Division of Human Resources designee of the positive test results in order to assist with contacting the employee.

After the MRO determines the test is positive, the testing results shall be delivered to the Employer and the employee tested. An employee who tests positive in accordance with the above procedures shall have the right to request a certified copy of the testing results. The results of a positive test shall be delivered to the Division of Human Resources. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods.

If a drug test is confirmed as positive, the employee may, upon written request and at the employee's expense, have the split sample tested at a certified laboratory. This request shall be presented within seventy-two (72) hours following notification of a positive result. The employee will notify the testing facility that they wish to contest the test results and will be provided a list of SAMSHA certified labs to choose from for conducting the contesting test. The employee is responsible for the cost of this test.

In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions set forth in this Article.

In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. If the results of the split sample test are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the employee shall be reimbursed for the retest expense.

### **C. REASONABLE SUSPICION TESTING (RST)**

Employees will be tested for drugs or alcohol when reasonable suspicion exists to determine if the employee is under the influence of drugs or alcohol. The basis for the decision shall be documented, in writing, by supervisory personnel or by medical personnel. A determination will be based upon observation and documentation of:

1. Detection of an alcoholic substance emitting from the employee's breath.
2. Observation(s) of the employee's speech being unusually slurred, or noticeably different without a proper medical reason being given.
3. Observation(s) of the employee's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation.
4. Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.
5. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns.
6. Observable phenomenon, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of a drug and/or alcohol.

At the request of the Chief or the Director of Human Resources or designee, the observed employee may be required to submit to an independent blood/breath/urine test to determine if the employee is impaired. The requested testing is to be done within two (2) hours but no later than eight (8) hours after observation.

**D. POST CRITICAL INCIDENT TESTING (PCIT)**

1. Any employee who is involved in any of the following, shall immediately notify their supervisor to confirm if the employee will be tested.
  - (a) in an accident while operating a Division engine, ladder truck, or emergency care unit, which results in damages of \$7,500 or more, or while operating any other Division vehicle with property damages of \$5,000 or more, or
  - (b) in a work related incident resulting in any fatality, or
  - (c) in a work related incident or accident involving any injury requiring emergency treatment, or
  - (d) in a work related incident involving property damage of \$5,000 or more.
2. Such testing shall be conducted within two (2) to eight (8) hours of the incident.
3. Nothing in this section contravenes the right of LFUCG to require testing after a critical incident, injury or accident, based on reasonable suspicion as provided in Section C above, regardless of the nature of the incident or injury, or the amount of damage.

**E. RANDOM TESTING (RAN)**

Random Testing means that drug tests are unannounced and that through a random selection process all employees have an equal chance of being selected.

An employee selected for random testing through the use of the random selection procedures specified within this article shall be subjected to testing of his blood, breath or urine, for the presence of alcohol and/or drugs within their system.

Confirmed positive drug test results and the corresponding documentation will be forwarded by the medical facility to the MRO for review.

## **IX. CONFIDENTIALITY:**

For the purpose of implementing the provisions of this Article, each Employee who undergoes drug testing shall execute a medical release in order for the Employer to obtain the results of the drug screening testing. Except as otherwise provided by state or federal law with regard to communicable diseases, or without further authorization of the Employee, the releases referred to in this Article shall authorize only the release of examination results to the drug screening test results. No other medical finding may be released without the express written permission of the Employee.

## **X. RANDOM SELECTION PROCEDURES**

The Division of Human Resources, utilizing a computer-generated program for random selection, shall generate lists of random names from the select pools. Division of Fire employees shall be tested weekly, at the rate of no more than one point five (1.5%) percent of the pool.

An employee must take photo identification to the nearest as designated below testing facility within two (2) hours of being notified of their random selection.

Employees who are on vacation, off-duty, or on sick or disability leave, shall not be called in from that status. The Chief or his designee shall immediately notify the Division of Human Resources of any employee who is unavailable for testing.

The President of the Local may request, and be provided an opportunity, to review the random selection history at any time.

## **XI. TESTING FACILITIES**

The Division of Human Resources will provide a list of testing facilities to the Union and will also notify it of any changes in testing locations or procedures as soon as reasonably possible.

## **XII. DISCIPLINARY ACTION**

Any employee who violates any provision of this article shall be subject to disciplinary action up to and including dismissal.

### **ARTICLE 19**

#### **DISCIPLINE**

**Section 1.** Disciplinary action may consist of a written reprimand, suspension, reduction in pay or grade, or dismissal of a Bargaining Unit member.

**Section 2.** The parties acknowledge that disciplinary charges may originate from the complaint of a person, filed with the Clerk of the LFUCG Council pursuant to KRS 95.450(2), or from recommended charges preferred by an LFUCG official.

**Section 3.** Disciplinary action initiated by a person's complaint filed with the Clerk of the Council pursuant to KRS 95.450(2) shall proceed to a hearing before the Council as provided for in KRS 95.450, and shall not be subject to this Article or to the Grievance Procedure Article of this Agreement.

**Section 4.** Disciplinary action initiated by the preferring of recommended charges by an LFUCG official, (who shall be deemed the designee of the Mayor for the filing of charges pursuant to KRS 95.450(2)) shall proceed as set forth below.

**Section 5.** No Bargaining Unit member shall be disciplined or discharged without just cause. Any member who is subject to discipline or under administrative, non-criminal investigation because of an incident must be notified immediately upon such investigation in writing. Notification will be to Local 526 as well. Any discipline imposed will take into account the nature of the violation, the Bargaining Unit member's record of performance and conduct, past disciplinary actions, and other appropriate considerations, and shall be consistent with the concept of progressive discipline. Prior suspensions and demotions may not be considered after four (4) years from the date imposed, and prior written reprimands may not be considered after three (3) years from the date imposed. Oral warnings may not be considered after one (1) year from the date issued.

**Section 6.** Bargaining Unit members shall have the right to have a Local 526 Representative present at meetings called by LFUCG which could lead to the imposition of discipline.

**Section 7.** A pre-disciplinary hearing shall be provided prior to any decision to recommend disciplinary charges. At least ten (10) days' notice of the hearing shall be provided to the subject Bargaining Unit member and Local 526. The notice shall include the allegations against the Bargaining Unit member. The subject Bargaining Unit member shall be on paid time when the pre-disciplinary hearing is held and overtime shall be paid if required by the provisions of this Agreement. Attendance at the hearing shall be compulsory, and the subject Bargaining Unit member shall have the opportunity to state their side of the allegations. The Bargaining Unit member shall have the right to be accompanied by a Local 526 Representative who may advise the Bargaining Unit member in the hearing. Charges concerning non-criminal incidents will be served within forty-five (45) days of the LFUCG's knowledge of the incident.

**Section 8.** Within forty-five (45) days of the pre-disciplinary hearing, the Bargaining Unit member shall be advised of the decision whether or not disciplinary charges will be recommended. Any recommended charges shall be served on the subject employee, and shall give due process notice of the basis of the charges and the recommended disciplinary action.

In a situation where there are both potential administrative and criminal allegations requiring investigation, the timeline for the administrative investigation will be placed on hold pending the disposition of the criminal investigation.

**Section 9.** Upon the service of recommended charges upon the subject employee, the grievance and arbitration procedure set forth in Article 13 (Grievance Procedure) may be invoked by Local 526, in which event the process set forth in Section 6 of the Grievance Procedure Article shall apply upon service of recommended charges upon a Bargaining Unit member.

Should Local 526 decide not to invoke the grievance procedure, the Bargaining Unit member may elect the remedies provided for in KRS 95.450.

Under either the invocation by Local 526 of the grievance procedure, or the election by the Bargaining Unit member of the process under KRS 95.450, no disciplinary action in the form of suspension of over two weeks or dismissal shall be effective, and no Bargaining Unit member shall be deprived of their regular pay and benefits, until final action by the LFUCG Council pursuant to KRS 95.450.

**Section 10.** Nothing herein shall preclude LFUCG from relieving a Bargaining Unit member from duty, or from his sworn powers, with pay, pending final resolution of disciplinary action by the Council.

**Section 11.** In the event a transcript or record is made of the pre-disciplinary hearing, the Bargaining Unit member shall be provided a copy at his cost, upon request.

## ARTICLE 20

### DRIVER'S LICENSE SUSPENSION

**Section 1.** Possession of a valid driver's license is a condition of employment as an LFUCG firefighter. Should a Bargaining Unit member driver's license be suspended or revoked, the Bargaining Unit member shall report same to the Fire Chief through the chain of command prior to next reporting for duty but in no event more than seventy-two (72) hours after they know of the suspension.

**Section 2.** In the event of suspension of a Bargaining Unit member driver's license for a period of sixty (60) calendar days or less, LFUCG shall allow the Bargaining Unit member to continue to work on such assignments as do not require operation of a vehicle. Assignments shall be made at the discretion of the Fire Chief. LFUCG shall not be required to wait sixty (60) days to remove the employee from service should it be known before then that the license suspension will exceed sixty (60) days.

**Section 3.** In the event of suspension of license for a period of more than sixty (60) days, the Bargaining Unit member shall be removed from service without pay other than available accumulated leave (except sick leave) until his license is reinstated or final disciplinary action is determined.

**Section 4.** Nothing herein shall preclude LFUCG from imposing discipline supported by just cause for suspension of a driver's license or conduct associated therewith. Just cause in this circumstance shall include the absence of a necessary condition of employment.

## ARTICLE 21

### PERSONNEL FILES

**Section 1.** Personnel files and any other Bargaining Unit member's files and records are the sole responsibility of LFUCG.

**Section 2.** LFUCG's responsibilities for Bargaining Unit member's files include upkeep, retention, production and purging of files.

**Section 3.** LFUCG shall maintain employee confidentiality to the full extent permitted by law. Bargaining Unit members with or without a Local 526 Representative shall have the right to inspect and receive copies of any file maintained by LFUCG, relative to that respective Bargaining Unit member, within three (3) business days after such Bargaining Unit member has filed a written request with the Assistant Chief of Administration or their designee.

**Section 4.** No file, record or content therein which has not been presented to the member will be utilized for matters of discipline. In the event the member refuses to acknowledge the discipline, his/her immediate two (2) Supervisors shall sign the form as acknowledgement the member was presented with the discipline. Bargaining Unit members will be provided a copy of the acknowledgement.

**Section 5.** LFUCG shall follow retention schedules for Bargaining Unit member files that comply with applicable laws and regulations.

**Section 6.** If access is requested of a member's file by anyone other than the member or a representative of LFUCG, the member or Local 526 will be notified of such request as follows:

- a. Requests for documents contained in a member's files shall result in notice of the request and the identity of the party or parties requesting the information being sent to the member prior to the release of the information.
- b. Requests for documents contained in a personnel file for five (5) or more members shall result in notice of the request and the identity of the party or parties being sent to the Local 526 President rather than the member prior to the release of the information.

## ARTICLE 22

### MILITARY LEAVES

**Section 1.** Employees who are also members of the National Guard, the military reserve or any of the armed services of the United States shall be granted leaves of absence, not to exceed twenty-one (21) calendar days per military training year (i.e. October 1 - September 30) to participate in regular annual training, including ten (10) days leave with pay. Any unused military leave in a military training year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

**Section 2.** A Bargaining Unit member inducted or enlisted into active duty with the armed forces of the United States, any reserve unit, or the National Guard, for a period in excess of thirty (30) days shall be eligible for supplemental pay equal to the difference between the Member's regular salary and their military pay.

**Section 3.** A Bargaining Unit member inducted or enlisted into active duty with the armed forces of the United States, any reserve unit, or the National Guard, for a period in excess of thirty (30) days shall be eligible to continue their selected medical insurance plan at the same level of Bargaining Unit member contribution derived from Article 38 (Health/Life Insurance) of this Agreement.

**Section 4.** Military leaves shall be administratively converted to the appropriate hours of work depending on the Bargaining Unit member's current work assignment.

**Section 5.** This Article is supplementary to any rights allowed to employees who are also members of the armed services under federal or state law.

## ARTICLE 23

### JURY DUTY/COURT TIME

**Section 1.** Any Bargaining Unit member required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. A Bargaining Unit member serving upon a jury in any court of record will be paid his regular salary for each regularly scheduled workday during the period of time so served. To be eligible, the Bargaining Unit member must present LFUCG satisfactory evidence of the dates and time of jury duty served. Bargaining Unit members who expect to be called for jury service shall notify the Shift Commander as promptly as possible so that the Shift Commander may make the necessary arrangements.

**Section 2.** A Bargaining Unit member required appearing before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena for civil or criminal matters relating to duties performed for LFUCG shall be compensated in the same manner as regular/overtime duty hours for the time required.

**Section 3.** A Bargaining Unit member released from jury duty/court time prior to the end of the Bargaining Unit member's scheduled work day shall report to



work for the remaining time. Failure to report to work when excused by the court shall result in termination of paid jury leave, and may result in disciplinary action.

## ARTICLE 24

### HOURS OF WORK

**Section 1.** Majors assigned as District Officers shall work a fifty-six (56) hour work week schedule consistent with the three (3) platoon system consisting of 1st, 2nd and 3rd platoons. A standard work shift shall begin at 0700 hrs and continue until 0700 hrs the following day, making a total of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. The average work week will be fifty-six (56) hours per week.

**Section 2.** The provisions of Section 1, above, shall not apply to employees assigned to a forty (40) hour work-week, or to employees assigned to the twenty-four (24) hour on/twenty-four (24) hour off schedule. The normal work week for these positions may be either a ten (10) hour/four (4) day per week, eight (8) hour/five (5) day per week, or twenty-four (24) hour on/twenty-four (24) hour off as is already in place and practice as of October 1, 2004.

**Section 3.** Hours worked outside the normal schedule do not impact the regular shift assignment unless approved and modified by Fire Administration.

## ARTICLE 25

### COMPENSATORY TIME

**Section 1.** Any Bargaining Unit Member working in excess of his normal scheduled hours of work in a week shall be compensated with 1 hour of Compensatory Time (CT) for every hour worked. CT time may be accumulated to a maximum of three hundred thirty-eight (338) hours. The cut off for CT time shall be the pay period in which includes December 31st of each year. All unused CT time, up to a maximum of two hundred eighteen (218) shall be paid out at the Bargaining Unit Member's total rate of pay upon not for cause termination disability, resignation, or retirement.

**Section 2.** Any Bargaining Unit Member who is approved to serve on any USAR or FEMA deployment and during that deployment is required to work in excess of their regular LFUCG assigned hours will accumulate compensatory time hour for hour for each additional hour. Any compensatory time accumulated under this section shall not be considered part of the CT accumulation referred to in Section 1 of this article and shall be paid out annually at the member's regular rate of pay, if not used, in the pay period in which December 31 falls.

## ARTICLE 26

### ACTING PAY

**Section 1.** A Major serving as an acting Shift or Bureau Commander shall receive an additional five (5%) to his current base rate of pay for each hour serving in that capacity at the direction of LFUCG.

**Section 2.** For the purposes of acting assignments to the position of Shift Commander, the assignment shall be made by the Chief or his designee. Only non-probationary officers are qualified to serve in the next higher officer's rank unless the Chief has certified a probationary officer to so serve, upon recommendation of the appropriate platoon chief.

## **ARTICLE 27**

### **VACATIONS**

**Section 1.** Bargaining Unit members with more than eight (8) years of service shall earn vacation leave at the rate of eighteen (18) hours per month of service.

**Section 2.** Bargaining Unit members with more than fifteen (15) years of service shall earn vacation leave at the rate of twenty-two (22) hours per month of service for the duration of employment.

**Section 3.** Vacation leave credit may be accumulated to a maximum eleven (11) working days, two hundred sixty-four (264) hours. Bargaining Unit members may not carry forward more than three hundred and seventy-six (376) hours of vacation/holiday leave past the pay period which includes December 31.

**Section 4.** Vacation leave may be taken in one (1) hour minimum increments and all vacation leave shall be scheduled according to the Scheduling of Leaves Article (34) contained within this Agreement.

**Section 5.** Bargaining Unit members who become ill while on vacation will be required to furnish a physician's statement for any time which is to be converted from vacation to sick leave.

**Section 6.** Bargaining Unit members shall be entitled to compensation at their current total rate of pay, for any earned but unused vacation leave to their credit at the time of separation.

**Section 7.** During the first two (2) years of this Agreement, the members will accrue two (2) fewer hours per month.

## **ARTICLE 28**

### **HOLIDAYS**

**Section 1.** The following days are declared holidays for all Bargaining Unit employees:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day

- Good Friday (Temporarily suspended during the first two (2) years of this Agreement).
- Memorial Day
- July 4 (Independence Day) (On-duty personnel paid at additional half time as comp time only after the first two (2) years of this Agreement).
- Labor Day
- September 11<sup>th</sup> (Temporarily suspended during the first two (2) years of this Agreement).
- Veteran's Day
- Thanksgiving Day (On-duty personnel paid at additional half time as comp time only after the first two (2) years of this Agreement).
- The Day After Thanksgiving (Temporarily suspended during the first two (2) years of this Agreement).
- Christmas Eve (On-duty personnel paid at additional half time as comp time only after the first two (2) years of this Agreement).
- Christmas Day (On-duty personnel paid at additional half time as comp time only after the first two (2) years of this Agreement).

**Section 2.** Bargaining Unit members assigned to the forty (40) hour work week shall celebrate holidays in accordance with the provisions of Section 1. When a holiday listed in Section 1 above falls on Saturday, the holiday will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday. Bargaining Unit members required to work on any of the recognized holidays shall accumulate holiday leave to be taken at a later date according to leave-scheduling policy.

**Section 3.** Fifty-six (56) hour Bargaining Unit members shall receive twelve (12) hours of holiday leave for each holiday listed in Section 1 as each holiday is celebrated. The twelve hours of holiday leave shall be credited to the Bargaining Unit member's leave bank and is to be scheduled off as per policy.

**Section 4.** Upon separation from service, all Bargaining Unit members shall be paid for all accumulated vacation/holiday leave at their current total rate of pay.

**Section 5.** It is understood that 40-hour Bargaining Unit members accrue and are charged time on the same increments as 56-hour Bargaining Unit members, i.e. at the recorded rate of 12 hours per day, even though they work, and are granted leave, based on 8-hour days. Thus 40-hour Bargaining Unit members may take only one day of holiday leave for every 12 hours recorded as accrued.

**Section 6.** After the first two (2) years of this Agreement, it is understood that 56-hour Bargaining Unit members required being on duty on the designated premium holiday shall be compensated with an additional half time paid in compensatory time. The Holiday pay shall begin on the designated Holiday at 0700 hours and conclude at 0700 the following day.

## ARTICLE 29

## SICK LEAVE

**Section 1.** Bargaining Unit Members may use sick time if they are incapacitated due to illness or injury, or if they have a medical appointment. Employees may also use up to three (3) days of sick leave for a death in the immediate family but only after three days of funeral leave have been exhausted. Bargaining Unit Members may also use sick leave in the event of genuine medical need of their parents, spouse, spouse's parents, children, siblings, grandparents, grandchildren, or relatives for whom they are responsible either permanently or during a specific illness. These illnesses must be substantiated by a physician's statement.

**Section 2.** Employees shall be granted fourteen (14) hours' sick leave credit for each completed calendar month of service. Newly hired members, however, shall, for the first month of employment only, be granted sick leave credit at the prorated rate of three and one-half (3 1/2) hours for each full week of service. Sick leave credit may be accumulated to a maximum of

eight hundred forty (840) hours. Division of Fire and Emergency Services members who have accumulated the maximum of sick leave credit shall continue to accumulate such credit, but shall be paid for such excess accumulation each calendar year, at the member's current total rate of pay, computed on an hourly basis as identified in Appendix A. Normal distribution will be paid out on the second pay period following such calendar year, and the total accumulation will be reduced by the hours paid out.

**Section 3.** Sick leave may be taken in minimum increments of one (1) hour. All time taken shall be charged to accumulated sick leave. An employee shall be paid sick leave only for the hours which the employee would otherwise have been scheduled to work.

**Section 4.** Any time an employee can foresee the need to use sick time, he shall report such need to his platoon chief or bureau commander, and shall not be allowed to use the sick time without prior approval. If the employee's sick leave absence lasts longer than three (3) consecutive calendar days, or if LFUCG suspects that the employee is abusing sick leave, LFUCG may (prior to the employee's return to work) require the employee to provide written medical documentation substantiating the need for being absent.

**Section 5.** When an employee who has a minimum of twenty (20) years of service with LFUCG, withdraws from service for any reason, including disability retirement, he or she shall be compensated for all accumulated sick leave in a lump sum payment. Employees with more than five (5) years in service will be compensated for all accumulated sick leave in the event of death.

**Section 6.** LFUCG agrees to provide a sick leave bank program as provided in this section for Division of Fire sworn employees only.

- a. Employees who are experiencing disabling illness or injury and who will expend all accrued leave before they are able to return to work are qualified to receive sick leave bank benefits.
- b. Effective upon ratification and execution of this agreement, the sick leave bank will be created with one (1) hour of leave taken from every bargaining unit member. At the option of the employee, the leave will be taken from accrued sick, vacation or holiday time.
- c. Upon application, the qualified employee may use only the leave time necessary to complete his rehabilitation, for which time will be taken from the sick leave bank.
- d. Whenever qualified employees expend the hours in the sick leave bank through use, the sick leave bank will be credited with one (1) hour of sick leave taken from every bargaining unit member.
- e. While utilizing sick leave bank benefits, an employee shall not accrue sick or vacation leave. A paid holiday occurring during the benefit period shall be paid as a holiday and not paid from the sick leave bank.
- f. Leave hours taken from an employee pursuant to this section shall not be considered use of sick leave for purposes of evaluating attendance but shall be considered use of sick leave for purposes of payment for excess sick leave accumulation as provided in Section 2 of this Article.

**Section 7.** Employees receiving additional leave benefits as provided for in Section 6 of this article shall not be permitted to remain on leave in excess of the time provided for in Article 31 of this Agreement.

## **ARTICLE 30**

### **BEREAVEMENT LEAVE**

**Section 1.** A Bargaining Unit Member assigned to a platoon will be able to use up to thirty-two (32) hours of Bereavement Leave time for a death for the following listed immediate family members. A Bargaining Unit Member not assigned to a Platoon will be able to use three (3) calendar days. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, or vacation time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step Children, Foster Children, Siblings, Stepsiblings, Half-siblings, Brother-in-law, Sister-in-Law, Grandparents, Spouse's Grandparents, Grandchildren, and Great-Grandparents.

**Section 2.** A Member will be able to use up to 8 hours for 40 hour members, and 12 hours for 56 hour members of Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include "in-law" or "step-relationships").

## ARTICLE 31

### INJURY LEAVE

**Section 1.** In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned or sworn function within the course and scope of the Bargaining Unit member's employment (i.e., a "work-related" injury or illness as defined in Kentucky Workers Compensation law), LFUCG may grant the Bargaining Unit member Line-of-Duty Injury Leave with full pay for the period of illness or injury, which leave shall not exceed twelve (12) months and can be extended by the Member's treating doctor up to an additional twelve (12) months, if the Member can return to work after that period, but in no case shall the leave exceed two (2) years. Payment of full pay will be accomplished by issuance to the Bargaining Unit member of a payroll check for the full amount of his regular pay, in lieu of a separate check for Workers Compensation temporary total disability payments.

**Section 2.** As required by Workers Compensation law, LFUCG shall pay such medical expenses incurred by a Bargaining Unit member who is injured in the line of duty as are deemed payable through the statutory Workers Compensation process. The injured Bargaining Unit member shall not be obligated to reimburse LFUCG for any medical payments unless the injured member recovers by way of legal action, settlement or contract the value of any or all of their medical expenses. LFUCG's payment for medical expenses payable under Workers Compensation law shall continue for as long as required under Workers Compensation law after the Bargaining Unit member has left the active service of the Division of Fire and Emergency Services, even if the Bargaining Unit member is drawing disability or retirement benefits from the Police and Fire Pension fund, unless otherwise agreed by the Bargaining Unit member and approved through the statutory Workers Compensation process.

**Section 3.** Upon the expiration of the injury leave provided for in Section 1, above, the payment of full regular pay by LFUCG shall cease; however the Bargaining Unit member may continue to receive any benefits payable under Workers Compensation law.

**Section 4.** It is agreed that determination of whether an injury or illness is covered by this Article shall be made under the Worker's Compensation laws of the State of Kentucky. The parties shall be afforded all rights as provided for under such laws and regulations. Any and all work-related injury/illness claims will be processed through and conform with the Worker's Compensation statutes of Kentucky.

**Section 5.** Eligibility for the leave and benefits provided for in this Article shall be determined solely pursuant to the statutory processes set out in Kentucky's Workers Compensation laws (KRS Chapter 342).

**Section 6.** In the event that LFUCG implements a managed care program for Workers Compensation matters, LFUCG shall process medical care for Workers Compensation/in line of duty illness and injuries incurred by Bargaining Unit members through such program. Any Workers Compensation managed care program provided for members shall be consistent with the LFUCG managed care program used in other LFUCG agencies.

## **ARTICLE 32**

### **FAMILY AND MEDICAL LEAVE**

LFUCG shall grant Family and Medical Leave (FML) to Bargaining Unit members in accordance with LFUCG's Personnel Policy and Procedure Manual. It is the intent of LFUCG to comply with the regulations set forth in the Family and Medical Leave Act.

## **ARTICLE 33**

### **MATERNITY LEAVE**

Pregnancy, childbirth and the medical needs associated therewith, shall be deemed to be medical conditions covered by the medical leave and benefit provisions of this Agreement, where supported by substantiation of medical needs. However, pregnancy and childbirth shall not be covered by Article 31 (Injury Leave).

## **ARTICLE 34**

### **SCHEDULING OF LEAVES**

**Section 1.** A total of three slots shall be allotted daily solely for the use of benefit time, to include Compensatory Time, by the District Officers' which shall include the Shift Commander.

**Section 2.** Leave requests may be submitted no sooner than six (6) months in advance. In the event multiple leave requests for the same period of time have been received on the same date, the granting of the leave shall be awarded in accordance to the most senior employee. In the event leave requests are received on different dates, the employee who has submitted their leave request first shall be awarded the time off regardless of seniority. Notice of approval shall be made within 14 days of submitting a request or upon availability not to exceed 14 days.

**Section 3.** In the event any employee, after scheduling their accrued leaves as provided for within Section 1, above, has received a transfer to a different platoon, the employee shall be permitted to receive the time off that was previously scheduled, prior to the platoon transfer.

**Section 4.** Bargaining unit employees may schedule the use of compensatory time in accordance within the following provisions:

- a. All sworn employees must request compensatory time no less than forty-eight (48) hours prior to the beginning of the tour of duty of the requested leave.
- b. A minimum of one (1) hour compensatory time must be used per each request.
- c. The granting of compensatory time shall not create an unduly disruptive burden on the Division as defined by the Labor-Management Committee.

**Section 5.** In October of each year there may be a conference between the Chief and Union President to discuss any anticipated difficulties or changes in procedures with regard to vacation/holiday scheduling in the succeeding year. Any changes must be by mutual written agreement.

**Section 6.** This article may not be applicable in exigent circumstances as declared by the Commissioner of Public Safety. Any comp time accumulated under this clause shall not be considered part of the comp time accumulated under Article 25. Such comp time shall be paid out on an hour for hour basis at the member's current rate of pay if not used in the pay period which includes December 31st.

## **ARTICLE 35**

### **CALCULATION OF LEAVE TIME**

It is understood and agreed that Bargaining Unit members assigned to a forty (40) hour schedule accrue and are granted leave time on the same basis as fifty-six (56) hour Bargaining Unit members, even though they work, and are granted leave, based on forty (40) hour schedules. Therefore, based on the calculation of a fifty-six (56) hour work week divided by the forty (40) hours worked, said Bargaining Unit members shall be charged one and four tenths (1.4) hours for each hour of leave taken.

## **ARTICLE 36**

### **MODIFIED DUTY**

**Section 1.** Line of Duty Leave. If a Bargaining Unit member is off work on line of duty injury/illness leave as set forth in the Article 31 (Injury Leave), and is determined to be medically able to perform modified duty, LFUCG may require the Bargaining Unit member to return to work on modified duty status for such time as LFUCG determines, and the Bargaining Unit member may be assigned to a 40 hour shift assignment during the modified duty status.

**Section 2.** Non-Line of Duty Leave. If a Bargaining Unit member is off work for longer than twelve (12) weeks on leave due to sickness or injury other than line of duty injury/illness, and is determined to be medically able to perform



modified duty, LFUCG may allow the Bargaining Unit member to return to work on modified duty status for such time as LFUCG determines, and the Bargaining Unit member shall be placed on a schedule determined by LFUCG. A Bargaining Unit member may request modified duty prior to the expiration of twelve (12) weeks.

**Section 3.** Disputes regarding fitness for modified duty shall be resolved pursuant to Article 18 (Medical Examination/Fitness for Duty).

**Section 4.** Assignment to modified duty shall not result in loss of regular pay or benefits which the Bargaining Unit member would receive in their regular duty assignment, and shall be only within the Division of Fire and Emergency Services.

## ARTICLE 37

### SEPARATION/DEATH ENTITLEMENTS

**Section 1.** Any Bargaining Unit member that separates/retires shall be entitled to all the accrued but unused benefits that may be credited to the Bargaining Unit member and provided for within this Agreement. If any Bargaining Unit member dies while an employee of LFUCG, the Bargaining Unit member's designated beneficiary, or in the event there is no designated beneficiary, the Bargaining Unit member's estate, shall be paid the same.

**Section 2.** In the event that a Bargaining Unit member dies in the line of duty, LFUCG shall pay to the beneficiary designated by the Bargaining Unit member or, in the event there is no designated beneficiary, to the Bargaining Unit member's estate, the sum of one hundred thousand dollars (\$100,000), subject to applicable withholdings if any. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, any Social Security benefits, and any other benefits which may be due.

## ARTICLE 38

### HEALTH/LIFE INSURANCE

**Section 1.** Effective upon execution of this Agreement, LFUCG shall contribute five hundred thirty dollars seventy-four cents (\$530.74) per month for each Bargaining Unit member enrolled in the Flexible Benefit Plan for the duration of the contract. Enrollment is in the plans offered by the LFUCG. Bargaining Unit members electing not to purchase health insurance, after presenting proof of coverage, may elect to have the monthly contributions applied to other available benefits provided for in the flexible benefits plan.

**Section 2.** LFUCG 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, Vision and Dental Plans. The Plans and benefits shall be comparable.

**Section 3.** LFUCG shall create a Benefits Advisory Committee to investigate the insurance coverage available for purposes of making a recommendation to LFUCG. Local 526 shall be entitled to two (2) representatives on the Benefits Advisory Committee. LFUCG shall consider, but shall not be bound by any recommendation of the Benefits Advisory Committee, prior to determining which insurance coverage is selected.

**Section 4.** LFUCG shall provide each Bargaining Unit member with twenty-five thousand dollars (\$25,000.00) of Life Insurance at no cost to the Bargaining Unit member.

**Section 5.** LFUCG agrees to allow Bargaining Unit members through the benefit pool, the option of participating in the deferred compensation plans (401K or 457).

## ARTICLE 39

### UNIFORM AND EQUIPMENT ALLOWANCE

**Section 1.** Employees shall receive a uniform and equipment allowance of one hundred (\$100) pre-taxed dollars per month for maintenance, care and replacement of uniforms for Class A, Class B, and Class C duty wear, and structural firefighting gloves, and boots and other miscellaneous items as per the Quartermaster Program as necessary due to normal wear and tear. Beginning in the third year of this Agreement, the uniform allowance shall be one hundred and twenty-five dollars (\$125) per month. Employees shall receive this allotment with the first paycheck of each month. In addition, bargaining unit members shall be eligible to receive replacement uniforms and structural firefighting gloves, where the item in question has been damaged or destroyed in the performance of the employee's duties and not as the result of normal wear and tear. The Fire Chief or designee shall have complete discretion to determine whether items were damaged or destroyed as a result of normal wear and tear or in the performance of the employee's duties.

**Section 2.** Beginning on July 1, 2013, LFUCG will provide uniforms through a Quartermaster Program.

**Section 3.** It is the employee's responsibility to acquire the necessary uniform items from the Quartermaster Program or otherwise and present themselves properly attired for work under Department policies. The LFUCG shall have no obligation to provide "in-store" access by members during scheduled work hours nor have any obligation to pick up or deliver uniform items.

**Section 4.** LFUCG shall establish a uniform credit system under the Quartermaster Program whereby each employee shall have credit assigned to that employee's vendor account to allow the employee to acquire his/her uniforms and

equipment not classified as PPE. Effective July 1, 2013, the annual amount credited to the employee's vendor account shall be \$500. "Fiscal year" shall refer to July 1<sup>st</sup> through June 30<sup>th</sup>.

**Section 5.** Uniform items available to employees under the Quartermaster Program shall be according to Division of Fire Uniform Regulations.

**Section 6.** Employees shall only use the designated credit to acquire and maintain uniform items and equipment used in the performance of their duties. All uniform items purchased by the employee using said credit must meet the requirements set forth in the Division of Fire Uniform Regulations and this Agreement.

**Section 7.** In the event an employee's designated credit is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s), the employee shall be responsible for acquiring the uniform item(s) at their own expense. Any unused credit shall not be carried forward to the following fiscal year.

**Section 8.** LFUCG shall maintain and replace, at no cost to the Employee, helmets, structural firefighting clothing, and any other protective equipment as specified by the Fire Chief which are damaged or destroyed due either to normal wear and tear or to line of duty incidents. Standard issue helmets shall be provided by LFUCG for any Bargaining Unit Member upon promotion to the rank of Major. Normal wear and tear of structural firefighting gloves is not included in this section. All required equipment shall be in compliance with all applicable state and federal regulations and consistent with NFPA standards at the time of purchase. In order that the Major's uniforms be suitable for the assignment and not have unsafe or impractical requirements, the Fire Chief may solicit input on the fire fighting equipment from the Health and Safety Committee.

**Section 9.** All Bargaining Unit Members shall be required to have a personal cellular telephone. All Bargaining Unit Members shall be required to have their personal cellular telephone available and operational while on duty. Members shall be required to provide the Division of Fire and Emergency Services with their personal telephone number and respond to telephone calls by the Division while on duty. The Division shall treat these numbers as personal and confidential information, use of the numbers are only for operational purposes, and not release the numbers to the general public.

**Section 10.** Upon separation of employment with the Division of Fire for any reason, all uniforms and official equipment provided by the Division or purchased through the Quartermaster Program shall be returned to the Fire Administration. The value of any item(s) not returned shall be deducted from the employee's final paycheck.

## ARTICLE 40

### EDUCATION INCENTIVE PAY

**Section 1.** Annual education incentive pay will be paid to members of the Majors bargaining unit as follows:

30-59 credit hours earned.....	\$450.00
60-89 credit hours earned.....	\$750.00
90+ credit hours earned.....	\$950.00
Bachelors Degree.....	\$1,500.00
Graduate Degree.....	\$1,750.00

Credit hours and degrees earned must be from accredited institutions of higher education. Verified transcripts must be provided to the Assistant Chief of Administration.

**Section 2.** Annual incentive pay will be paid to members for the successful graduation from administration approved resident programs from the National Fire Academy as follows:

- a. After successful completion and graduation from three (3) approved programs annual incentive pay of \$500 will be paid to the member.
- b. After successful completion and graduation from a total of six (6) approved programs, the incentive pay to the member will be increased to \$1,250.00
- c. The maximum annual educational incentive pay under this section will be \$1,250.00

**Section 3.** The above amounts, when earned, will be paid in regularly scheduled payroll periods.

## ARTICLE 41

### REIMBURSEMENT

**Section 1.** Any Bargaining Unit Member, who uses his personal vehicle for transportation for authorized LFUCG business, shall be reimbursed for the use of his vehicle at the mileage rate allowed by the Internal Revenue Service.

**Section 2.** Any Bargaining Unit Member who may use his personal vehicle for authorized LFUCG business shall provide proof of the state required minimum insurance to LFUCG as requested.

**Section 3.** When traveling for authorized LFUCG business, employees shall be reimbursed for meals, lodging and other travel related expenses in accordance with LFUCG's travel policy.

## ARTICLE 42

### TRAINING AND CERTIFICATION

**Section 1.** LFUCG agrees to provide any training required by LFUCG for bargaining unit members, including EMT certification. Any such training attended when the bargaining unit member is off duty shall be paid using compensatory time. Bargaining

Unit Members attending any training approved and required by the Employer will be reimbursed for all necessary expenses such as meals, travel, tuition, parking, and tolls consistent with LFUCG policy. Ample training hours shall be offered so as to ensure each member remains compliant with all certification requirements.

**Section 2.** The LFUCG agrees to develop and provide for an "Officer Training Program" to all bargaining unit members who are promoted to the rank of Major, and majors in rank at date of ratification provided comparable training upon request.

**Section 3.** Bargaining Unit Members shall be required to obtain and maintain a State of Kentucky EMT Basic certification as a condition

of employment. However, in the event an employee's certification or license is temporarily withheld due to circumstances beyond the employee's control, LFUCG's initial response shall be working with the employee to determine a program for re-certification or re-licensing.

**Section 4.** LFUCG will maintain all training records and, upon an employee's request, will provide the Bargaining Unit Member with a copy of those records for purposes of re-certification or other such review or renewal purposes.

#### **ARTICLE 43**

#### **EMERGENCIES**

The parties acknowledge that in the event of an emergency declared by LFUCG, provisions of this Agreement may have to be overridden temporarily in the interest of public safety.

#### **ARTICLE 44**

#### **LABOR/MANAGEMENT COMMITTEES**

**Section 1.** There shall be a Labor Management Committee consisting of three (3) Local 526 representatives, as appointed by the Local 526 President, and three (3) Division of Fire and Emergency Services' representatives. The Committee shall meet on request of either party or at least once every other month. The Committee shall have the authority to make recommendations to the Local 526 and LFUCG.

**Section 2.** An agenda will be furnished at least three (3) workdays in advance of the meetings with a list of the matters to be taken up at the meeting.

**Section 3.** The purpose of such meeting(s) shall be but not limited to:

- Discuss the administration of this Agreement;

- Notify the Local 526 of proposed changes in organizational policy and any changes being considered by management which would affect members of the Bargaining Unit as required by this Agreement;
- Jointly discuss the need for upgrading the current Bargaining Unit members, in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of LFUCG;
- Discuss grievance issues;
- Disseminate general information of interest to the parties;
- Give the Local 526 representative's the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- Review and analyze federal and state standards or regulations which affect LFUCG, as required by this Agreement; and
- Review and discuss matters referred to them by Bargaining Unit members or LFUCG.
- Discuss preventive maintenance programs for department equipment and vehicles.
- Uniforms involving the Majors will fall under the Uniform Committee (Article 47 in the Firefighter, Lieutenant and Captain bargaining agreement).

**Section 4.** All actions of this Committee shall be consistent with the provisions of this Agreement.

## ARTICLE 45

### MISCELLANEOUS

**Section 1. Critical Incident Stress Debriefing** – LFUCG agrees to provide Critical Incident Stress Debriefing (CISD) to Bargaining Unit members for any incident an individual or LFUCG feels it is necessary. LFUCG shall ensure the Employee Assistance Program (EAP) is made readily available and that all Bargaining Unit members are familiar with all elements of the EAP program.

**Section 2. Parking** – LFUCG shall provide secured and lighted parking spaces adjacent to the Bargaining Unit members work site as is reasonable and practicable. LFUCG does not assume responsibility for any loss or damage.

**Section 3. Printing and supplying the Agreement** - Within thirty (30) days after the ratification and execution of this Agreement, LFUCG shall provide, at one-half (½) cost to Local 526 and one-half (½) cost to LFUCG, a copy of this Agreement to all

Bargaining Unit members. LFUCG also agrees to provide Local 526 with an electronic copy of this Agreement.

**Section 4. Committee Assignments** - Local 526 shall be permitted to designate a voting Local 526 Representative for each standing committee or board having a Bargaining Unit member in the Division. LFUCG shall retain the authority to set the number of members and the proportion of Bargaining Unit to Management members. LFUCG shall not be obligated to increase the number of members to comply with this section.

**Section 5. Take Home Vehicle Assignments**- Bargaining Unit Members who are assigned a take home vehicle may drive their take home vehicle outside of the county to their primary residence as long as the primary residence is in a county adjacent to Fayette County. Bargaining Unit Members wishing to utilize this option shall pay a monthly fee based upon the mileage from their primary residence to the Fayette County line. From 0-10 miles, \$0.25/mile; 10+ miles current federal mileage reimbursement rate. The monthly fee will be the round trip total from the residence to the Fayette County line. The take home fleet vehicles shall not be utilized outside the County for purposes other than driving to/from work.

## ARTICLE 46

### PAY SCHEDULE

**Section 1.** Bargaining Unit Members shall be paid according to the pay schedules included in this Agreement as Appendix A. The wages and pay schedules in Appendix A will be effective with the first pay period after the date of execution of this Agreement and will remain in effect through the pay period containing the date of expiration of this three (3) year Agreement.

**Section 2.** The rate of pay for a bargaining unit member upon initial appointment to a position in the Division of Fire and Emergency Services shall be made at the minimum step of the pay grade specified for his class. Each step on the wage scales represents twelve (12) months of satisfactory employment. Employees shall be moved to the next step in the attached wage scales upon their anniversary date within the division. The Employer agrees that the current pay periods and pay dates in place at the time of the signing of this agreement shall remain during the term of this agreement. Interdepartmental transfers within LFUCG accepted into the Division of Fire will enter into the pay schedule at a step closest to, but not less than their current rate of pay and shall be frozen at such step until they reach the actual time required within the Division to reach such step.

**Section 3.** Effective with the date of execution of this Agreement, the annual advancement of Members through the pay schedule will be suspended until the third year of this Agreement. Beginning with the first pay period of the third year of this Agreement, any Members who still have steps remaining shall resume movement through the attached pay schedule upon their anniversary date and, if eligible, shall move one

additional step effective with the last pay period of the third year of this Agreement. Effective with the first pay period of the third year of this Agreement, there will be a 1.0% across the board step schedule increase and an additional Step 6 shall be added at 1.5% above the existing Step 5 with the 1.0% step schedule increase being applied first.

Members holding the rank of Major will move into the next higher step based on their date of promotion. Upon promotion to Major member will be placed at the starting pay established for Majors on Appendix A.

**Section 4.** In addition to their normal hourly rate of pay, Majors holding current Paramedic certification will receive eighty dollars (\$80.00) per pay period.

**Section 5.** In addition Majors required to obtain one or more of the following certifications shall be compensated at forty dollars (\$40.00) per pay period: Hazardous Materials, Rescue, Building Inspection, and Fire Investigation. As per this section employees are only eligible to receive one (1) certification entitlement.

**Section 6.** The parties agree and recognize that salary supplements such as EMT pay, paramedic pay, and certification pay have, based on KRS 67A.360, been excluded from "base salary" used to calculate pension contributions and benefits, and that such supplements will continue to be excluded both from base salary subject to pension contributions and from base salary upon which pension benefits are calculated. The intent of this section is to recognize that the current practices regarding pay supplements excluded from pension contributions and benefits shall continue, and that treatment of the certification pay created by this Article will be excluded from pension calculations.

**Section 7.** The parties agree that the current longevity rates and provisions in effect at the signing of this Agreement shall remain in effect through the term of this agreement.

**Section 8.** Within this agreement a Major shall have two rates of pay.

- a. Base rate of pay shall be defined as a Major's base salary. (See Appendix A-Pay Scales).
- b. Total rate of pay shall be defined as a Major's base pay rate in addition to any additional entitlements that individual is eligible to receive (i.e. paramedic certification, longevity, education incentive, training incentive and stipend).

#### **ARTICLE 47**

#### **GENDER**

Whenever the male pronoun (as in "he," "his," "him," etc.) is used herein, it shall be deemed to refer to males and females, unless the context requires otherwise.

#### **ARTICLE 48**



## SAVINGS CLAUSE

**Section 1.** If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court of jurisdiction or be found in conflict with state and/or federal laws or by reason of any existing or subsequently enacted legislation, the remaining portions or parts of this Agreement shall remain in full force and effect.

**Section 2.** In the event of invalidation of any portions of this Agreement per Section 1 above, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times to negotiate to modify the invalidated provisions in good faith. Any resultant amendments and modifications shall be made by written agreement of the parties to this Agreement. Should the parties be unable to reach agreement, the remedies of KRS 67A.6907 shall apply.

## ARTICLE 49

### ENTIRE AGREEMENT

**Section 1.** Neither the LFUCG nor Local 526 shall be bound by any requirement not expressly set out in this Agreement.

**Section 2.** This Agreement shall cover all agreements between LFUCG and Local 526, and neither party shall be required to negotiate on any matters or subjects not specifically set forth herein. It is expressly agreed that this Agreement constitutes the entire agreement between the parties.

## ARTICLE 50

### TERM OF AGREEMENT

**Section 1.** The duration of this Agreement shall be for three (3) years from the date of execution, except as may be otherwise agreed in the Agreement.

**Section 2.** This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than seventy-five (75) days prior to the expiration date.

**Section 3.** This Agreement shall remain in effect until another Agreement is signed by the parties, or exhaustion of the impasse procedure as contained in KRS 67A.6907, the regulations promulgated pursuant thereto, and any other applicable statute or regulations.

**AFFIRMATION**

Pursuant to Kentucky Revised Statutes, the Lexington-Fayette Urban County Government and the Lexington Professional Firefighters IAFF Local 526, do sign and acknowledge that through the collective bargaining process this Collective Bargaining Agreement has been mutually agreed upon.

IN WITNESS WHEREOF, the parties have affixed their signatures this 1<sup>st</sup> day of December, 2012.

LEXINGTON PROFESSIONAL  
FIREFIGHTERS IAFF LOCAL 526

BY: *Christopher Bartley*  
CHRISTOPHER BARTLEY,  
PRESIDENT

BY: *Mark E. Blankenship*  
MARK BLANKENSHIP,  
CHIEF NEGOTIATOR

LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT

BY: *Jim Gray*  
JIM GRAY,  
MAYOR

BY: *Edward Gardner*  
EDWARD GARDNER,  
CHIEF NEGOTIATOR

# APPENDIX A

## Detailed Salary Schedule Contract Year 1

		Steps				
		1	2	3	4	5
<i>Suspend annual step advancement</i>						
Major	Annual	\$91,566.53	\$94,728.19	\$98,000.54	\$101,387.39	\$104,892.80
	Bi-Weekly	\$3,521.79	\$3,643.39	\$3,769.25	\$3,899.52	\$4,034.34
318	Hourly	\$44.02	\$45.54	\$47.12	\$48.74	\$50.43

## Detailed Salary Schedule Contract Year 2

		Steps				
		1	2	3	4	5
<i>Suspend annual step advancement</i>						
Major	Annual	\$91,566.53	\$94,728.19	\$98,000.54	\$101,387.39	\$104,892.80
	Bi-Weekly	\$3,521.79	\$3,643.39	\$3,769.25	\$3,899.52	\$4,034.34
318	Hourly	\$44.02	\$45.54	\$47.12	\$48.74	\$50.43

## Detailed Salary Schedule Contract Year 3

		Steps					
		1	2	3	4	5	6
<i>Resume annual step advancement on anniversary/promotion date &amp; advance one additional step on last pay period of Contract Year 3</i>							
Major	Annual	\$92,482.20	\$95,675.47	\$98,980.55	\$102,401.26	\$105,941.73	\$107,530.85
	Bi-Weekly	\$3,557.01	\$3,679.83	\$3,806.94	\$3,938.51	\$4,074.68	\$4,135.80
318	Hourly	\$44.46	\$46.00	\$47.59	\$49.23	\$50.93	\$51.70

