

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Changes to the IAFF Local 526- Fire Majors Agreement

Overview

The following memorandum addresses the revisions made to the collective bargaining agreement between the L.F.U.C.G. and the Lexington Professional Fire Fighters, IAFF Local 526, representing the Fire Majors. This agreement will expire on June 30, 2026. Most of the changes are identical or substantially similar to the ones previously agreed to in the contract with Firefighters, Lieutenants and Captains.

Wage Settlement

I. Article 46 – Pay Schedule

The first full pay period following ratification – Each member currently employed as a Fire Major will receive a Three Thousand Dollar (\$3,000.00) lump sum payment upon ratification in lieu of retroactive pay and a new wage scale will go into effect. On July 1st of each year a 2.5% increase is provided.

Additional Contract Changes

II. Article 12- Grievance Procedure.

This article was amended to match the fire fighters contract. Provides for email responses and to address what happens if the Council rejects to agreement of conformity.

III. Article 15- Health and Safety

This Section was amended with language stating that an eighth district IAFF representative and a peer support coordinator may participate as members of the Fire Department's Safety Committee if necessary.

- a. Section 8- This Section requiring a physical exam every two years for all bargaining unit members was removed.
- b. Section 9- This Section was revised and moved to Article 16 Section 7 as described below.
- c. Section 10- This Section (requiring bargaining unit members to pay for non-work related medical expenses) was moved to Article 16, Section 8.

IV. Article 16- Medical Examinations/Fitness for Duty

- a. Section 5- This Section was amended with language stating that the Labor Management Committee will develop and implement an annual physical fitness assessment in addition to the Committee’s pre-existing duties.
- b. Section 7- This is a new Section, derived from former Article 15, Section 9, and amended to provide cancer screenings (a PSA test to members over 35 years of age, and a bladder cancer test) and a 12-lead EKG evaluation to all members during their annual physical examination.

V. Article 18- Discipline

- a. Section 1(e)- This is a newly added subsection stating that a Pre-Disciplinary Review Board (“PDRB”) will consist of two (2) sworn members of the LFD above the rank of Major and one (1) Citizen of Fayette County. Language was also included stating that the Citizen board member will be educated in various topics surrounding disciplinary guidelines and procedures.
- b. Section 6- This Section was amended to state that during a meeting that could lead to discipline, a union representative may advise the bargaining union member.
- c. Section 7(d)- This Section was amended to state that a member (or their representative) will be given an opportunity to present the member’s side of an issue during a Pre-Disciplinary Review Board hearing.

VI. Article 21- Military Leaves

- a. Section 1- This Section was amended to clarify that all leave credit attributable to a member’s military leave shall be credited on the first paycheck received in October.

VII. Article 23-Hours of Work

- a. Section 2- This Section was amended to provide administration the ability to assign forty (40) hour per week members to a work week of two (2) twelve (12) hour work days and one (1) sixteen (16) hour work day.

VIII. Article 24- Compensatory Time

- a. Section 1- This new Section was added stating that upon promotion to Major, members are permitted to either rollover unused Compensatory Time earned at lower ranks, or receive payment for such time.
- b. Section 3- This Section was amended to clarify the process by which members who are deployed as part of the USAR team, or pursuant to a FEMA callout, are to record and receive payment for compensatory time for these deployments.

IX. Article 26- Vacations

- a. Section 4- This Section was amended with language stating that all requests for vacation leave must be for two (2) or more hours, unless the requested time is for the fixed time between 2400-0500 hours. In that case, the minimum is five hours.

X. Article 27-Holidays

- a. Section 1- Juneteenth was added to the list of recognized holidays.
- b. Section 3- This Section was amended with language requiring that all requests for holiday leave must be for two (2) or more hours, except for the fixed time period of 2400-0500 hours. In that case, the minimum is 5 hours.
- c. Section 5- This Section was amended requiring forty (40) hour employees to request holiday leave for two (2) or more hours.

XI. Article 28- Sick Leave

- a. Section 3- This section was amended with language stating that sick leave must be requested for two (2) or more hours, unless the employee becomes ill while at work with fewer than two (2) hours remaining in their shift.

XII. Article 29- Bereavement Leave

- a. Sections 1 and 2- These Sections were amended to clarify the amount of time permitted off for Bereavement Leave for immediate family members regarding employees working the standard 40 hour work week, and time permitted off for members working the platoon schedule.
- b. Section 3- This Section was amended to include “Legal Guardian”, “in-law”, and “step-relationships” in the definition of immediate family members.
- c. Section 4- This Section was amended to clarify the amount of time permitted off for Bereavement Leave for the death of relatives not considered to be immediate family members.

XIII. Article 30- Injury Leave

- a. Section 1- This Section was amended as follows:
 - i. Language was added stating that a member’s leave time could be taken under either Line of Duty Injury Leave, or Modified Duty Leave.
 - ii. Language was also added stating that initial Injury Leave shall not exceed twelve (12) months. The Injury leave can be extended by an additional twelve (12) months if the member’s treating physician indicates that the

member will be able to return to work after the extension. In no case shall a leave exceed a total of two (2) consecutive years.

- iii. Language was added stating that L.F.U.C.G. has the right to require an independent medical examination to confirm a treating doctor's opinion with respect to a member's injury leave status. If there are conflicting opinions between the member's physician and L.F.U.C.G.'s physician, a third doctor will resolve the dispute.
- iv. Language was added stating that a member's leave duty status begins on the date upon which the member is unable to perform his or her pre-injury job assignment.
- v. Finally, language was added stating that a member may be entitled to pension contributions related to workers' compensation payments so long as several conditions are satisfied.

XIV. Article 34- Scheduling of Leaves

- a. Section 2- This Section was amended with language stating that if a leave request is made after 0800 hours on the duty day before the day on which leave has been requested, the leave may only be granted if there are slots available, overtime will not be incurred, and the member has no scheduled training for the period requested.
- b. Section 4- Language under subsection (a) regarding compensatory time was removed based on changes made to Article 24.

XV. Article 36- Modified Duty

- a. Section 1- This Section was amended to include language stating that in the event of a work-related injury, the member may be permitted to work on modified duty status for their normal shift work (24/48) for up to four (4) months. This status can be extended by an additional eight (8) months after an administrative evaluation. Following the eight (8) month extension, the employee will be placed on a forty (40) hour work week schedule until the member is cleared to return to normal duty. The member will be assigned as mutually agreed by the union president and the Fire Chief.

XVI. Article 40- Tuition/Education Incentive Benefit

- a. Section 1(d)- This Section was added stating that a member who completes the Managing Officer Program at the National Fire Academy may receive \$500 of incentive pay.
- b. Section 1(f)- This Section was added to clarify that members cannot stack courses related to incentive pay to receive double the incentive pay.

- c. Section 5- This Section was added to clarify the process to request tuition reimbursement. New language limits the amount of reimbursement to \$2,500 per person each calendar year and limiting the amount of members eligible for reimbursement to three (3) per calendar year.

XVII. Article 42- Training and Certification

- a. Section 5- This Section was amended to require newly promoted majors to attend Hazardous Materials Technician classes.

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