

# **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

## **Changes to IAFF Local 526 - Majors Collective Bargaining Agreement**

### **Overview**

The following memorandum addresses the revisions made to the collective bargaining agreement between the LFUCG and the IAFF Local 526, representing the Majors. This agreement will expire in November of 2022. Through this memorandum I will first address revisions made to the wage and compensatory time articles. I will then address other revisions to the agreement in the order they appear in the agreement.

### **Wage Settlement**

#### **I. Article 49 – Pay Schedule**

- a. Wage increases will be as follows:
  - i. July 1, 2019 – 2.0%
  - ii. July 1, 2020 – 2.0%
  - iii. July 1, 2021 – 2.0%
  - iv. July 2, 2022 – 2.0%
- b. The maximum amount of compensatory time that can be accumulated is being increased from 338 hours to 360 hours.

### **Additional Contract Changes**

#### **II. Article 6 – Dues Checkoff**

- a. The fair share fee was removed from the collective bargaining agreement. This is consistent with a recent United States Supreme Court case.
- b. A section was added stating that a bargaining unit member who is called to active duty is relieved of the obligation to pay dues. The requirement to pay dues resumes when the member returns from active duty.

#### **III. Article 12 – Grievance Procedure (Formerly Article 13)**

- a. The article was revised to remove references to “work” and “calendar” days. All timelines are now given in terms of “business” days.
- b. Step five of the grievance procedure was revised to require that an arbitrator be chosen who has an office in Kentucky or in the states contiguous to Kentucky.

#### **IV. Article 18 – Discipline (Formerly Article 19)**

- a. Definitions for “informal complaint,” “formal complaint,” and “days” were added to the Article.
- b. The article was revised to include references to disciplinary “action” rather than disciplinary “charges.”
- c. The process for disciplinary actions was revised to reflect the following:
  - i. The decision to advance an allegation to a formal complaint must be done within forty-five days of receipt of an allegation, barring unforeseen factors. A formal investigation must be completed, and allegations validated within forty-five days of the formal complaint.
  - ii. Upon validation of the allegations through the formal investigation, a pre-disciplinary hearing shall be provided. The member and the Local 526 shall be provided notice of the hearing at least ten days prior to the hearing. The notice shall include a summary of charges against the member.
  - iii. Attendance at the hearing shall be compulsory. The member shall be on paid time when the pre-disciplinary hearing is held and overtime shall be paid if required by the provisions of the Agreement.
  - iv. The Bargaining Unit member shall have the right to be accompanied by a Local 526 representative who may advise the Bargaining Unit member at the hearing. The Bargaining Unit member shall have the opportunity to answer the allegations and charges made against them.
  - v. The Pre-Disciplinary Review Board shall make a recommendation of disciplinary action to the Chief.
- d. The paragraph requiring administrative investigations to be placed on hold while criminal investigations are investigated was removed from the agreement.
- e. Other areas of the Article were revised in a manner consistent with the firefighter agreement.

#### **V. Article 34 - Scheduling of Leaves**

- a. Language was included requiring any request for leave (other than a request for sick leave) to be made by 8:00 AM (0800 Hours) on the duty day prior to the day on which the leave will be used. It was noted that any request made after such time would be granted at the discretion of the shift commander.
- b. A new section was added to this Article, providing that District Majors assigned to districts 1 through 5 will at all times have 3 slots available at their disposal,

with the understanding that a minimum of 2 District Majors are always required to ride in district positions. If the utilization of the third (3rd) slot would take the number of District Majors riding in district positions below two, the Major wishing to utilizing the third (3rd) slot will be required to secure a Major from another shift willing to work in that position for compensatory time.

**VI. Article 27 – Holidays (Formerly Article 28)**

- a. This Article was revised to require holiday leave to be taken in accordance with the Scheduling of Leaves article.

**VII. Article 40 – Education Incentive Benefit**

- a. It was clarified that annual incentive pay would be paid for FEMA courses and other federally funded courses, in addition to those already listed in the Article.
- b. Language was added to this Article providing for an annual incentive pay of \$500.00 after the successful completion of the Executive Fire Officer Program at the National Fire Academy.
- c. A new section was added, addressing employee requests to attend training programs. Specifically, if an employee wants to attend training referenced in Section 2 of the Article, the employee will request approval from the Chief or designee. The Chief or designee will review the request and determine whether the Employee can attend during his or her regular schedule, or whether the Employee must use accrued leave to attend the training. It was clarified that the Chief's approval of an application does not constitute the approval required from the LFUCG Fire Administration.

**VIII. Article 40 – Reimbursement**

- a. Language was included in the Agreement allowing for reimbursement for personal property damaged, lost, or destroyed while on duty or responding to official incidents. This language is consistent with language currently in the police agreement. The language included requires employees to seek restitution for any property for which payment is made. Reimbursement for personally owned items is restricted to \$300.00 per item, \$1,000.00 per occurrence, and \$2,000.00 per fiscal year. One caveat to this is that personally owned firearms shall be reimbursed at replacement value for those employees assigned to the Fire Investigation/Arson Bureau.