

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**BLUEGRASS FRATERNAL ORDER OF POLICE, LODGE NO. 4**

**AND**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**POLICE OFFICERS AND SERGEANTS UNIT**

**July 1, 2012 – June 30, 2016**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PREAMBLE	.....	1
ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	SUBORDINATION.....	2
ARTICLE 3	L.F.U.C.G. RIGHTS.....	2
ARTICLE 4	NON-DISCRIMINATION.....	3
ARTICLE 5	STRIKES, WORK STOPPAGES, SLOWDOWNS, AND LAYOFFS.....	4
ARTICLE 6	LODGE SECURITY.....	6
ARTICLE 7	LODGE BUSINESS.....	9
ARTICLE 8	DIVISION OF POLICE SENIORITY.....	12
ARTICLE 9	ASSIGNMENTS.....	14
ARTICLE 10	PROMOTIONAL VACANCIES.....	21
ARTICLE 11	GRIEVANCE PROCEDURE.....	26
ARTICLE 12	DIVISION ORDERS AND STANDARD OPERATING PROCEDURES.....	30
ARTICLE 13	CONDITIONS OF EMPLOYMENT.....	30
ARTICLE 14	HEALTH AND SAFETY.....	31
ARTICLE 15	DISCIPLINARY PROCEDURES AND BILL OF RIGHTS.....	34
ARTICLE 16	PERSONNEL FILES.....	39
ARTICLE 17	RESIDENCY.....	40
ARTICLE 18	MILITARY LEAVES.....	40
ARTICLE 19	LEGAL PROTECTION.....	41
ARTICLE 20	COURT PAY.....	43
ARTICLE 21	OVERTIME.....	43
ARTICLE 22	ACTING PAY.....	45
ARTICLE 23	PAID AND UNPAID LEAVES.....	46
ARTICLE 24	SICK LEAVE.....	48
ARTICLE 25	BEREAVEMENT LEAVE.....	50
ARTICLE 26	LEAVE OF ABSENCE WITHOUT PAY.....	50
ARTICLE 27	MODIFIED DUTY.....	51
ARTICLE 28	DEATH IN THE LINE OF DUTY.....	54
ARTICLE 29	HEALTH INSURANCE.....	55
ARTICLE 30	CLOTHING AND EQUIPMENT ALLOWANCES.....	55
ARTICLE 31	LIFE INSURANCE.....	57
ARTICLE 32	TUITION BENEFIT.....	57
ARTICLE 33	PERSONAL PROPERTY REIMBURSEMENT.....	58
ARTICLE 34	PHYSICAL FITNESS.....	59
ARTICLE 35	VEHICLES.....	59
ARTICLE 36	SHIFT DIFFERENTIAL.....	61
ARTICLE 37	EDUCATION INCENTIVE PAY.....	61
ARTICLE 38	SPECIAL DUTY PAY.....	62

ARTICLE 39 SALARY SCHEDULE .....	62
ARTICLE 40 GENDER.....	63
ARTICLE 41 ENTIRE AGREEMENT .....	63
ARTICLE 42 TERM.....	63
APPENDIX 1 - DRUG AND ALCOHOL POLICY .....	66
APPENDIX 2 – COOPER NORMS .....	79
APPENDIX 3: SALARY SCHEDULES.....	88
APPENDIX 4- SICK LEAVE BANK PROGRAM .....	89

## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 1st day of July, 2012, by and between Lexington-Fayette Urban County Government (hereinafter "L.F.U.C.G."), and Bluegrass Fraternal Order of Police, Lodge No. 4 (hereinafter the "Lodge"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Lexington Division of Police.

## **ARTICLE 1**

### **RECOGNITION**

Section 1. Pursuant to KRS 67A.6901 et seq., L.F.U.C.G. recognizes the Lodge as the exclusive collective bargaining representative of its sworn, non-probationary police officers holding the positions of Officer and Sergeant in the Division of Police. Non-sworn personnel, including police trainees or recruits, and sworn officers during their initial probationary periods, and sworn personnel in grades other than Officer and Sergeant, are not included in this recognition.

Section 2. The Lodge recognizes the Mayor's representative and designee as the sole representative of L.F.U.C.G. for the purposes of collective bargaining negotiations.

Section 3. As used in this Agreement, unless specified otherwise, the term "Members" refers to sworn employees of the Lexington Division of Police holding the grades of Police Officer and Sergeant, who have completed their initial probationary period.

Section 4. L.F.U.C.G. and the Lodge shall bargain promptly upon request by the other side and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Section 5. Every police officer shall serve an initial probationary period of eighteen (18) months from hire date as Police Trainee. The probationary period may be extended twice in ninety (90) day increments for a total of an additional six (6) month period. The Chief shall notify the Police Trainee in writing stating the specific reasons for the extension at least ten (10) days prior to any such extension. In extraordinary circumstances, the probationary period may be extended beyond six (6) months if requested by the Police Trainee and agreed to by L.F.U.C.G. In cases of military leave, the probationary period will be extended by the length of military deployment, provided however, in no event shall the probationary period be extended beyond eighteen (18) months.

## **ARTICLE 2**

### **SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute or constitutional provisions in effect upon the effective date of this Agreement or which may be hereafter enacted.

## **ARTICLE 3**

### **L.F.U.C.G. RIGHTS**

Section 1. The parties agree that all rights or authority not expressly limited, abridged, delegated or modified by clear provisions of this Agreement are retained by L.F.U.C.G.. Rights and authority retained by L.F.U.C.G. shall include, but shall not be limited to, the following:

- A. Determination of the organizational structure of the Division of Police, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
- B. The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this Agreement.
- C. Assignment of personnel consistent with the provisions of Article 9.
- D. Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with applicable statutory law and this Agreement.
- E. Establishment of standards of performance and service, and taking disciplinary action subject to applicable state law and this Agreement.
- F. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay. Although, L.F.U.C.G. reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered Member from pay shall be deemed a disciplinary action.
- G. Elimination of positions, and any consequent reductions in force or layoffs.

Section 2. This Agreement is not intended to restrict consultation with the Lodge regarding matters within the right of L.F.U.C.G. to determine.

#### **ARTICLE 4**

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

Neither L.F.U.C.G. nor the Lodge shall discriminate against any Member because he or she is or is not a Member of the Lodge, nor because of lawful Lodge activity or refraining therefrom, nor shall either party discriminate against any Member on the basis of race, color, sex,

creed, religion, marital status, ages, national origin, disability, political affiliation, or sexual orientation.

## **ARTICLE 5**

### **STRIKES, WORK STOPPAGES, SLOWDOWNS, AND LAYOFFS**

Section 1. The Lodge recognizes that it is unlawful to engage in strikes and work stoppages. The Lodge further agrees that it shall not engage in, condone, or encourage work slowdowns, unauthorized accelerated enforcement, and other concerted efforts to alter work production. In addition, the Lodge agrees that any of the foregoing actions by Members may constitute cause for their termination, and that the Lodge shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

Section 2. Mass or concerted resignations, and mass or concerted call-ins of sick or other leave, shall be deemed strikes or work stoppages hereunder.

Section 3. If L.F.U.C.G. determines that a layoff is necessary, L.F.U.C.G. agrees to notify the Lodge and all affected Members at least thirty (30) calendar days in advance of the effective date of a layoff. Upon request from the Lodge, during the thirty (30) day notification period, L.F.U.C.G. and the Lodge shall meet to discuss possible alternatives to the layoffs and the impact of the layoff on bargaining unit members.

Section 4. Layoffs in the bargaining unit shall be done in inverse order of seniority as defined by Article 8.

Section 5. Any member receiving notice of a layoff shall have ten (10) calendar days following receipt in which to exercise his right to bump the least senior member within the same or lower classification. Any member who is bumped from his position shall have ten (10) calendar days in which to exercise his bumping rights in a similar manner. In the event of a

recall, members who have exercised their bumping rights shall have the opportunity to reverse this privilege. Members who bump into a lower classification shall retain their previously accrued seniority in grade.

Section 6. Members who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff.

Section 7. When L.F.U.C.G. recalls members off the recall list, they shall be recalled to their previous grade, and at the rate of pay commensurate with the current step of the grade the member was in at the time of layoff. Members shall retain their previously accrued seniority while on layoff.

Section 8. Notice of recall shall be sent to the member by certified mail. L.F.U.C.G. shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Member.

Section 9. The member shall have ten (10) calendar days following the date of receipt of the certified mail recall notice to notify L.F.U.C.G. of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 10. 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 layoff.



Section 11. 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. A member may, thereafter, elect to continue participation in such health plan in accordance with L.F.U.C.G.'s COBRA policy.

## **ARTICLE 6**

### **LODGE SECURITY**

Section 1. Membership in the Lodge is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by the Lodge, as provided for in applicable law.

Section 2. Lodge Membership dues, as authorized by Members on the approved form described in Section 3 below, or fair share fees shall be deducted monthly in an amount certified by the Lodge. Members wishing to revoke their Lodge Membership, or to join the Lodge Membership, must notify L.F.U.C.G. and the Lodge, expressly and individually, in writing by certified mail. Upon such notification, L.F.U.C.G. shall begin deducting Lodge Membership dues or the fair share fee hereinafter described, whichever is appropriate, from the wages of such Member as soon as practical but in no event later than the 2nd pay period following receipt of such notice.

Section 3. L.F.U.C.G. agrees to deduct from the wages of any Member the dues as authorized by said Member or fair share fee, as long as it is a continual or regular deduction, on a form authorized by L.F.U.C.G. and the Lodge.

Section 4. Lodge Membership dues, and fair share fees, shall be transmitted to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding month after such deductions

are made. The Lodge shall annually certify, in writing, the current and proper amount of its Membership dues at least thirty (30) days prior to the initial deduction.

Section 5. The check-off of regular Lodge dues shall be made only on the basis of written authorization signed by the individual employee from whose pay the dues will be deducted, on a form authorized by L.F.U.C.G. and the Lodge. All employees, however, shall be required to pay their fair share of the cost of representation by the Lodge, pursuant to applicable law and the following:

- A. Employees who are included in the collective bargaining unit but who exercise their right to decline to become Members of the Lodge, shall be required to pay a fair share fee, the amount of which shall be determined as set forth below.
- B. The Lodge shall provide to all affected employees and to L.F.U.C.G. at least thirty (30) days advance written notice of the amount of the "fair share" fee together with an accounting by an independent certified public accountant setting forth the major categories of the union's budgeted expenses and designating those expenses which are ideological in nature, those expenses which are non-ideological, and those expenses which may be mixed in nature. The accounting and designations must be in a manner allowing for appraisal of which portions of union expenses are ideological, and should indicate the percentage proportions of total union expenses devoted to ideological, non-ideological or mixed purposes. The initial amount of the fair share or service fee shall be the amount of the union dues reduced by a percentage equivalent to the percentage of total union expenses devoted to indisputably ideological purposes as determined by the certified public accountant.

- C. The above described notice must also include a clear statement of the manner in which the amount of the fair share or service fee may be challenged by affected employees. The procedure for said challenges shall include a requirement that the challenges be in writing and delivered to the Lodge, with a copy to L.F.U.C.G., within thirty (30) days after receipt of the written notice described in the preceding subsection 'B'.
- D. In the event of a challenge to the fair share fee, the Lodge shall afford the challenger a reasonably prompt resolution of the challenge by an impartial decision-maker who may be an arbitrator chosen from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service or a similar organization of professional arbitrators. The method of selection of the impartial arbitrator shall include a request for a panel, and the opportunity for alternate striking between the Lodge and the employee. All challenges to a single notice of the amount of the fair share fee shall be decided by a single decision-maker at a single hearing.
- E. In the event of a challenge, the initial amount of the fair share fee (as described in subsection B, above), shall be placed in an escrow account by L.F.U.C.G. until the issuance of a decision by the impartial decision-maker as set forth above.
- F. In the event of a challenge, the final amount of the fair share fee as determined by the impartial decision-maker shall reflect only those expenses affirmatively related to administering the collective bargaining agreement.

- G. Upon the rendering of the impartial decision-maker's decision, the disputed amounts held in escrow shall be distributed to the challenging employee, the Lodge, or both, as indicated in the arbitrator's decision.
- H. Provided the foregoing conditions are met, then the deduction of the initial amount of the fair share or service fee shall be automatic following the thirty (30) day notice and information provided for herein above, and shall begin thirty (30) days after the provision of such notice regardless of whether the employee has signed written authorization therefore.
- I. Nothing herein shall limit the rights of the parties to pursue remedies for violation of any provision under this Article, including without limitation the right to pursue remedies that could require reimbursement for the expenses (including attorney fees) of defense of litigation resulting from failure to comply with Article 6 of this Collective Bargaining Agreement.
- J. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal and state statutes or case law.

## **ARTICLE 7**

### **LODGE BUSINESS**

Section 1. The Lodge may select not more than eight (8) persons and the Lodge President to represent the Lodge in the negotiation of collective bargaining agreements during working hours without loss in compensation. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data, meet with counsel and/or committee Members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide fourteen (14) days prior notice to the Chief of Police of

the dates and times needed to conduct business relating to collective bargaining negotiations between L.F.U.C.G. and the Lodge, provided however, L.F.U.C.G. and the Lodge may mutually agree to waive said notice. The Chief of Police shall be notified by the Lodge in writing of any substitutions or replacements of designated persons no less than forty eight (48) hours before each such change shall take effect.

Section 2. A maximum of three (3) representatives from the Lodge, in addition to the President (as provided for in Article 11), shall be granted leave with pay for the purposes of meeting with other L.F.U.C.G. employees or L.F.U.C.G. officials in order to process grievances filed by Members covered by this Agreement and/or in order to assist in presenting any cases covered by this Agreement in arbitration proceedings. Pay to said representatives shall be on a straight-time basis only. The names of the three (3) representatives shall be designated within thirty (30) days of the execution of this Agreement, and changes to those names shall be provided to the Chief no less than forty-eight (48) hours before they take effect. The amount of time spent on such activities shall be reported in writing within ten (10) days to the Chief of Police. The President and/or no more than one (1) such designated representative shall be eligible for such leave, per grievance meeting.

Section 3. The Lodge may select no more than three (3) representatives who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representative substitution/replacement.

Section 4. The President of the Lodge, when an active sworn employee of L.F.U.C.G. Division of Police, shall be authorized leave to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge for a period of thirty (30) calendar days with pay, and thirty-five (35) calendar days without pay in one (1) fiscal year (taken in hourly increments). The President may designate any active Member who is a Member of the Board of Directors of the Fraternal Order of Police to use up to a total of ten (10) days (taken in hourly increments) of such authorized leave in lieu of the President. In addition, the President of the Lodge shall be allowed to use accumulated days, annual leave, or holidays. Above referenced leaves, paid or unpaid, must be pre-approved by the Member's immediate commander with forty-eight (48) hours being the standard for notification, however, it is understood that some time parameters might be shorter on a case-by-case basis. Approval shall not be unreasonably withheld.

Section 5. The Chief shall authorize leave with pay for seven (7) duly elected delegates, who are active sworn employees of L.F.U.C.G. Division of Police, to attend the Kentucky State Lodge Board and annual meetings and the biennial National Conference.

Section 6. Elected Board Members of the Lodge shall be allowed to attend regular and special board and general Membership meetings during regular work hours without loss in compensation up to four (4) hours per month, provided that forty-eight (48) hours prior supervisory notice is given.

Section 7. L.F.U.C.G. agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or Lodge information. The Lodge further agrees that it will not post any material which would be derogatory to any individual, L.F.U.C.G., Lexington Division of Police, Commonwealth of

Kentucky, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign election meetings of the Lodge. All notices of the Lodge will consist of items in good grammar, taste, and shall be signed by the President of the Lodge and/or Secretary of the Lodge and shall be on Lodge letterhead. Copies of any material so posted shall be furnished to the Chief of Police or his designee at least twenty-four (24) hours prior to posting. L.F.U.C.G. may remove any material which L.F.U.C.G. determines to be in violation of this Agreement, and the Lodge will be so informed. L.F.U.C.G. will determine the quantity, size and location of all bulletin boards. In addition, L.F.U.C.G. agrees the Lodge may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authored by the President, Vice President, Secretary, or Treasurer and copies of any material so electronically mailed shall likewise be furnished to the Chief of Police.

Section 8. The parties agree that they will each pay one-half (1/2) cost of the printing of this Agreement.

## **ARTICLE 8**

### **DIVISION OF POLICE SENIORITY**

Section 1. The Division of Police seniority of a Member shall commence on the first date of employment as a Lexington Division of Police Trainee. No portion of this Agreement shall be applicable to any police officer who has not completed his initial probationary period, provided however, a sworn probationary officer shall receive the economic benefits under this Agreement.

Section 2. Any Member who participated in the specified Kentucky Police Corps Program as listed below shall be considered to have seniority for all purposes herein except for

promotions and pension benefits, effective from their starting date in basic training in the Kentucky Police Corps Program. This shall only be applied to Members who were in the classes of 06-11-2001 and 06-10-2002. The Member's actual date of hire with L.F.U.C.G. shall apply for all matters not covered above.

Section 3. Seniority shall be considered continuous unless the Member:

- A. Is discharged for cause.
- B. Is laid off for more than thirty (30) months.
- C. Fails to return to work within thirty (30) days without just cause after recall subsequent to a lay-off.
- D. Voluntarily resigns, unless at the sole discretion of L.F.U.C.G., a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her seniority shall be deemed continuous, less such time as he or she was not a Member of the Lexington Division of Police.

Section 4. When determining the anniversary date for reinstated Members for the purposes of step increases, the original hire date will be adjusted forward by the amount of time, up to one year, that the Member was gone. This will be the Member's new adjusted anniversary date. A Member does not have to be reinstated for a year before the next applicable step increase is effective.

Section 5. Seniority for sergeant shall commence on the date of promotion to the rank of sergeant. In the event the date of promotion for two (2) or more sergeants is the same, then the seniority will be based on the sergeant promotional list ranking. A finalized promotional ranking list shall be provided to the Lodge within fourteen (14) days of certification of promotional lists.



Section 6. In the event of a seniority related conflict where two (2) or more Officers with the same seniority date are at issue, the conflict will be resolved by the ranking of the Member's final academy cumulative test scores.

Section 7. Seniority shall be a factor for specialized schools.

Section 8. L.F.U.C.G. shall semi-annually furnish the Lodge a seniority list based on this Article.

## **ARTICLE 9**

### **ASSIGNMENTS**

Section 1. Patrol sector/platoon assignments will be made according to the following parameters:

A. Sector/platoon bids will be handled twice annually. Officers will have a minimum of fifteen (15) calendar days from the opening of the bid process to submit their bid preferences to the Bureau of Patrol Commander in a prescribed format.

B. The officer bidding on the opening with the most seniority will be assigned excepting exclusions listed below:

1. The Division will make assignments to vacancies that occur during interim periods on a temporary basis until the next bid process occurs.
2. Administratively, the seniority rule may have to be overruled to prevent an overload of less experienced officers on a sector/platoon, or for another legitimate managerial reason determined by the Chief. If an incident requiring this unusual action occurs, it will be made right as soon as practical.

C. An officer's beat preference shall be based on seniority; however, the sector Commander may overrule this practice for a legitimate managerial reason(s) in a specific individual instance(s).

D. Regular Days Off (R.D.O.'s)

1. Regular days off will be rotated every three (3) months, on a date determined by the Bureau Commander.
2. Regular days off for patrol personnel will be established by the Bureau Commander.
3. Regular days off shall rotate in the same manner in effect as of the effective date of this Agreement.

E. A sector/platoon Sergeant assignment vacancy shall be posted for a period of not less than fifteen (15) calendar days in the Division. The Sergeant bidding on the vacancy with the most seniority in rank will be assigned. Administratively, the seniority rule may have to be overruled to prevent an overload of less experienced Sergeants on a sector/platoon, or for another legitimate managerial reason determined by the Bureau of Operations Commander. If an incident requiring this unusual action occurs, it will be made right within ninety (90) days.

F. In cases of "ties," Division seniority in grade will be the determining factor as stated in Article 8.

Section 2. All positions other than those in the sectors/platoons as prescribed above shall be filled as provided in this section.

A. All positions other than those in the sectors have the following minimum service eligibility requirements:

1. A Member applying for a vacancy in any Bureau, with the exclusion of the patrol function, must have three (3) years of service from hire date to qualify for the assignment.
2. A Member applying for a vacancy in a part-time specialized team (i.e., Honor Guard, Hazardous Devices Unit, Dive Team, Crisis Negotiations Unit, Emergency Response Unit, Air Support Unit and Collision Reconstruction Unit) must have two (2) years of service from hire date to qualify for assignment, provided however, the service requirement may be waived for non-probationary Members with demonstrable certification, previous employment, or other qualifications. The list expires after three (3) months.
3. A Member applying for appointment as a Field Training Officer (FTO) must have three (3) years from hire date to qualify for appointment.
4. Assignments of qualified applicants to all positions in 1., 2. and 3. above pursuant to their respective minimum service requirements are within the discretion of the Bureau Commander subject to the approval of the Chief of Police. If no more than two (2) Members apply for an opening in 1., 2., or 3., above, the Division may repost the position and applicants without minimum service requirements will be considered at the discretion of the Chief.
5. All positions in 1., 2., or 3. above shall be conspicuously posted Division wide for a period of no less than fifteen (15) days.

B. Vacancies for positions outside of the Bureau of Patrol will be filled utilizing the following steps:

1. The Bureau of Investigation may establish separate lists for the Personal Crimes Section, Special Victims Section, Property Crime Section, Special Investigations Section, Investigative Support Services Section and Auxiliary Services Section. The Bureau of Investigation may establish separate lists for assignment to the Forensic Services Unit, Background Investigations Unit, Polygraph Unit or the Computer Forensic Unit due to the highly specialized training required for these positions. The Bureau of Investigations commander may transfer a Member that is currently a Member of a Section to another assignment within that Section without using the rank eligibility list
2. Any said vacancy must be posted for a period of fifteen (15) calendar days within the Division.
3. Applicants must submit memoranda of interest which shall be received in the office as listed in the vacancy notice no later than the expiration of the fifteen (15) calendar days time period.
4. All eligible applicants shall be interviewed.
5. Interviews shall be structured utilizing the same interviewers and questions. (Follow-up questions may be permitted).
6. Interviewers will consider the applicant's attendance record, disciplinary record, the most recent performance appraisal, specialized training, education, seniority, how well the applicant responded in the interview,

and other factors as determined by the Bureau Commander and announced in the posting. Prior to the interview, the Bureau Commander shall establish weights for these factors which may change from one position vacancy to the next.

7. Interviewers shall rank the applicants and certify by signature the applicants in order of performance. The interview documentation and certification shall be open for review by the Lodge President or his designee and maintained for six (6) months before being destroyed.
8. The interview panel shall consist of persons above the rank being interviewed. A qualified specialist may be substituted or selected for the interview panel from outside the L.F.U.C.G. The interview panel shall contain at least three (3) panelists.
9. Ranked list of applicants will be valid for six (6) months.
10. The Bureau Commander shall select the person to fill the vacancy by choosing one of the top three (3) applicants on the certified list.
11. The Chief may remove an applicant for just cause prior to the expiration of the certified list. The applicant shall be provided with written specificity for said removal.
12. The Chief may assign a Member to any temporary specialized assignment. Temporary, specialized assignment is defined as having a beginning and ending date, not to exceed twelve (12) months and for which there is no existing permanent, full-time, authorized position.

13. The Chief may temporarily assign a Member to any vacancy for a period of no longer than sixty (60) calendar days before the vacancy is filled.
14. Refusal of a position shall be cause for removal from the list for the duration of that list.

C. The Department shall notify all Members of an opening in the following highly sensitive positions: Public Information Officer, R.O.P.E. Investigator, Computer Information Services Unit, Internal Affairs Section, Planning and Analysis, Administrative Assistants to the Chief and Assistant Chiefs, Federal and/or State Task Force, and Intelligence Unit assignments and any other highly sensitive positions as designated by the Chief of Police. A Member may notify the Department of his interest by submitting a memorandum to the Chief or his designee. The Chief reserves the right to appoint highly sensitive positions.

D. Unit commanders of the Emergency Response Unit and Crisis Negotiation Unit may be selected by the Chief or his designee without notifying Members of the vacancy or accepting memorandums of interest.

### Section 3. Transfers

A. The transfer of a Member is the movement from one position or task assignment to another position or task assignment within the Department. The following may be reasons for transferring a Member:

1. A voluntary request;
2. A lack of funding resulting from a loss of federal/state funds;
3. An administrative reorganization;
4. An emergency;
5. A change in the Member's physical or mental condition;

6. The resolution of a grievance, disciplinary action or other problem affecting the operational efficiency of a unit or organization;
7. The need for additional personnel at a specific work site;
8. The best interests of the Division.

B. In the event of an involuntary transfer as a result of a lack of funding resulting from a loss of Federal/State funds, an administrative reorganization, or the need for additional personnel at a specific work site the transfer shall be based on seniority as defined in Article 8, except when a member has less than six (6) months experience in the affected special unit/assignment.

In the event that any position eliminated as a result of a reorganization is reconstituted, any Member who held the position who was subjected to an involuntary transfer shall have the right to be reinstated to the position before the position opening is filled for a period of eighteen (18) months from the date that the position was eliminated. Members shall otherwise be offered the position based upon Seniority defined in Article 8.

C. A Member shall be notified by the Chief of the intended involuntary transfer by ten (10) days written notice setting forth with specificity the reason for said transfer, unless the Chief, in his sole discretion, declares an emergency or a Member agrees to waive the ten (10) days notice. The written notification of transfer shall set forth the specific factual basis, which constitutes the reason for the transfer. A Member who suffers a severe hardship as a result of a shift change may be granted, upon request, an extension of up to fourteen (14) days and may, at the discretion of the Chief, be granted an extension of thirty (30) days from the scheduled date of transfer.

## **ARTICLE 10**

## **PROMOTIONAL VACANCIES**

Section 1. A vacancy shall be deemed to exist when a position in the Division is vacant due to demotion, termination, death, resignation, retirement, promotion or creation of a new position. If it is determined that a position will not be filled, L.F.U.C.G. shall provide written notice to the Lodge before a vacancy occurs.

Section 2. The Chief will notify the Member and the Lodge of intent to promote within ten (10) days after the vacancy occurs. The vacancy will be filled within sixty (60) days of the Chiefs notice of intent to promote.

Section 3. Applicants for the position of police sergeant shall have at least six (6) years of satisfactory service from the date of hire. Service time shall be calculated from date of hire to the filing deadline date.

- A. An applicant for promotion to police sergeant must have a minimum of sixty-three (63) semester hours of college credit from an accredited college or university or an associate degree from an accredited college or university.
- B. An applicant for promotion to the position of police sergeant may substitute relevant experience for college credit requirements. Each year of satisfactory service, commencing with hire date, may be substituted for five (5) hours of college credit.
- C. An applicant for the position of police lieutenant must have completed two (2) years of satisfactory service in the grade of police sergeant. Time shall be calculated from the date of permanent appointment to the position of police sergeant.



D. An applicant for promotion to police lieutenant shall have a minimum of a bachelor's degree from an accredited college, university, or technical school.

Section 4. Promotions to the position of police sergeant and lieutenant shall consist of three (3) phases: a written examination, an oral interview, and an assessment center.

The written examination shall be administered by the Division of Human Resources. All applicants shall be identified by number only on the examination and a passing score must be obtained in order to proceed. A passing score shall be 70%. Prior to the examination being given, the Director of Human Resources or his designee shall give each candidate a written explanation of the promotional process.

Sources of testing material may include Division of Police General Orders, Special Orders and Training Bulletins, government regulations, L.F.U.C.G. Ordinances, Kentucky Statutes, and textbooks recommended by the Chief of Police. All source materials must be selected and announced, along with a vendor list no later than one hundred-twenty (120) days prior to the written examination date. Candidates are encouraged to acquire their own study resources. The Division of Police will make available, ten (10) copies of text books listed on the reading list, for check out ninety (90) days in advance of the written examination. The Lodge President or his designee shall conduct a review of the test questions prior to the testing. Upon completion of this review, all test questions shall be maintained exclusively by the Division of Human Resources.

Monitors shall grade the written examination before the candidate leaves the room and the candidate shall be supplied with their raw score at that time. A complete listing of the scores from the written examination shall be completed and posted within three (3) days following the written examination. Challenges to test questions shall be made within three (3) days of said

posting. The Division of Human Resources will respond to any challenges within three (3) days of receipt. Final scores will be posted within seven (7) days of the examination. A copy of the score listing shall be provided to every candidate at that time.

All candidates that receive a passing score shall proceed to the oral examination.

Section 5. Members of the Oral Interview Board shall be the same for all applicants for any one rank. There shall be no discussion of each candidate and each candidate shall be independently ranked by each rater.

The Oral Board shall consist of the following Members (every effort shall be made to make this board reflective of the community the Division serves):

- A. The Chief of Police or his designated representative from the rank of police Lieutenant or above.
- B. An officer from a municipal police department of another jurisdiction which is not smaller than the Division of Police of a rank equal to or greater than the one being tested for, to be selected by the Oral Board Director who shall be a Member of the Division of Human Resources.
- C. An instructor from an accredited law enforcement education program.
- D. A professional Member of the community with experience in education, business or government, but not associated with L.F.U.C.G. selected by the Commissioner of Public Safety.
- E. A Member of the Lodge selected by the Lodge President at a rank equal to or greater than the one being tested for.

The Director of Human Resources or his designee shall post the oral interview scores no later than five (5) days following the completion of interviews and shall provide each candidate with the rank order list upon request.

A Member shall have the right to view his or her own scored documentation used by the Oral Review Board. Any such requests must be made to Human Resources within five (5) days of the posting of the oral interview scores. Such documentation shall be provided to the Member prior to his or her participation in the Assessment Center.

Section 6. Following the completion of both the written and oral examinations, the Director of Human Resources or his designee shall complete a combined score. Both the written and oral scores shall be weighted 50% each of the total combined score. The combined score list shall be posted by applicant number and given to each candidate no later than the day after the oral interview scores are posted. The top thirty (30) candidates in a sergeant's promotional process and the top ten (10) candidates in a lieutenants' promotional process shall proceed to the Assessment Center.

Section 7. The Assessment Center shall be chosen by the Director of Human Resources and shall be staffed by professionals that are qualified to perform evaluations of this kind, provided however, the Assessment Center shall not be affiliated or associated with any institution whose purpose includes the certification of LFUCG police officers.

Candidates for promotion shall be rated in areas broadly defined as job knowledge, management skills or supervisory traits. L.F.U.C.G. will issue a Request for Proposal with parameters for the administration of the Assessment Center. Assessment measures will be based on the job task analysis for the position being tested for. Widely recognized methods will be used to evaluate performance. A performance review of the candidates' qualifications will be

conducted as a component of the Assessment Center. Each candidate will be rated upon completion of each exercise. The ratings by the Assessment Center personnel shall be forwarded to the Director of Human Resources. Specific feedback for each candidate will be available for each exercise as provided in Section 8.

Section 8. The Director of Human Resources or his designee shall compile a composite score of the written examination, oral interview and Assessment Center process. The written test score and the oral interview score shall be weighted at 15% each, with the Assessment Center process being weighted at 70% of the final score. The composite score shall be posted and a copy provided to each candidate within twenty-one (21) days of the completion of the Assessment Center process. This composite score shall be the only score used to rank candidates for promotion on the official eligibility promotion list. Upon posting of this final list, the candidates shall be listed by name.

Assessment Center personnel qualified to discuss demonstrated strengths and weaknesses as revealed in the Assessment Center process shall be available in Lexington for candidates that request an opportunity to discuss same, if the candidate makes a written request within ten (10) days of the final posting of the list. Such interviews will be scheduled by the Assessment Center personnel.

Section 9. A promotional vacancy in the ranks of sergeant and lieutenant shall be filled by one of the three (3) top ranking candidates by the Chief of Police. The Chief of Police, at his discretion, may interview the candidates. The Chief's recommendation for promotion shall be forwarded through the appropriate channels. Eligible applicants for promotion may be certified to the Chief of Police three (3) times for consideration. If not selected, the candidate

shall be removed from the promotional list. Removal from a promotional list does not prevent the applicant from participating in future promotional applications.

Section 10. Suspension without pay of an applicant/candidate for promotion within one (1) year of the application deadline may be cause for removal from the promotional process unless the suspension is for eighty (80) hours or more in which case it shall be cause for removal.

Section 11. The final eligibility list of applicants for promotion to sergeant and lieutenant shall remain in effect for two (2) years unless exhausted. In the event a eligibility list is exhausted, nothing shall preclude L.F.U.C.G. from initiating a process to establish a new list. The new list would remain in effect two (2) years from the date of certification unless exhausted sooner or extended by mutual agreement between the Lodge and LFUCG.

Section 12. In the event that after the final compilation of scores a tie exists between two or more candidates for promotion, such ties shall be broken using seniority as defined in Article 8. In the event that two or more candidates have the same seniority by hire or promotion date, the candidates' scores from the Assessment Center shall be used to break the tie.

Section 13. Any and all documents utilized during the promotional process, which are not protected from disclosure by law shall be open to inspection by the designated Lodge Counsel upon reasonable advance notice.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

Section 1. Any controversy between L.F.U.C.G. and the Lodge concerning the meaning and application of any provisions of this Agreement shall be adjusted in the manner set out below. All disciplinary actions shall be processed pursuant to applicable state law and Article

15, and shall not be subject to this grievance procedure. Only the Lodge may file a grievance pursuant to the steps set forth in this Article.

Section 2. At any Step, the L.F.U.C.G. response may be made by a designee who shall be a person specified in the Steps below. All time limits specified herein shall be calendar days. The term "grieved event" denotes the time circumstances giving rise to the grievance occurred. The following rules for the presentation and solution of grievances are prescribed:

Step 1 - Immediate Supervisor: Within fourteen (14) days of the grieved event, the grievance shall be presented orally to the grievant's immediate supervisor. The immediate supervisor shall have seven (7) days from that presentation to respond orally.

Step 2 - Bureau Commander: If the oral answer obtained in Step 1 is not satisfactory, the grievance may, within thirty (30) days of the grieved event, be presented to the Bureau Commander or the designated subordinate commander (who may have additional Member/Members of management present), who shall meet and discuss the grievance within fourteen (14) days after the date presented. The Bureau Commander shall give a written answer to the Lodge within ten (10) days following the meeting. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Bureau Commander and the Lodge. If no settlement is reached, the Bureau Commander, or the designated subordinate commander, shall give a written answer to the Lodge within ten (10) days following the meeting.

Step 3 - Chief of Police: If the Lodge is not satisfied with the answer obtained in Step 2, it may appeal the grievance in writing to the Chief of Police; provided that the appeal is presented within seven (7) days after receipt by the aggrieved of the Step 2 answer. Within fourteen (14) days after receipt of the appeal, the Chief of Police, or his designee who shall be an

Assistant Chief other than the involved Bureau Commander (who may have additional Member/Members of management and/or legal counsel present), shall meet and discuss the grievance with the Lodge, and legal counsel, if desired, and give the Lodge his answer in writing within ten (10) days after holding such meeting.

Step 4 - Mayor: If the Lodge is not satisfied with the answer obtained in Step 3, it may appeal the grievance to the Mayor within seven (7) days after the receipt by the Lodge of the Step 3 answer. Within fourteen (14) days after receipt of the appeal, the Mayor or his designee (who shall be the Director of Human Resources or Senior Manager of Employee Relations and who may have additional Member/Members of management and/or legal counsel present) shall meet and discuss the grievance with the Lodge, and legal counsel, if desired, and shall answer it in writing within seven (7) days after holding said meeting.

Step 5 - Arbitration:

- A. If the Lodge is not satisfied with the answer obtained in Step 4, it may, within seven (7) days after receipt by the Lodge of the Step 4 answer, seek arbitration by notifying the other party of its intent to proceed to arbitration, and requesting a panel of seven (7) names from the Federal Mediation and Conciliation Service (FMCS) or Kentucky Department of Labor.
- B. An arbitrator shall be selected by the Lodge and L.F.U.C.G. by alternately striking a name from the panel submitted by the Kentucky Department of Labor or the Federal Mediation and Conciliation Service (FMCS) with the side striking first determined alternately. The parties shall meet for the purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected.

- C. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne by the party incurring the expenses.
- D. The arbitrator's fee, expenses and cost of any hearing room shall be shared equally by each party.
- E. The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement.
- F. The decision of the arbitrator shall be advisory.

Section 3. If a grievance is not presented within the time limits set forth in this Article, the grievance shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be considered settled on the basis of L.F.U.C.G.'s last answer. If L.F.U.C.G. does not answer a grievance or an appeal thereof within the specified time limits or any extension hereof, the grievance shall be deemed confessed. The time limits in each Step may be extended by mutual agreement of L.F.U.C.G. and Lodge representative(s) involved in each Step.



Section 4. The grievance procedure contained in the Collective Bargaining Agreement is the sole and exclusive means of resolving all grievances arising under this Collective Bargaining Agreement.

## **ARTICLE 12**

### **DIVISION ORDERS AND STANDARD OPERATING PROCEDURES**

Section 1. L.F.U.C.G. has the right to promulgate rules and regulations, including disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No changes in Division Orders, Policies, Rules, Regulations, Standard Operating Procedures, and the like of the Lexington Division of Police shall be effective until notice of such has been posted on the patrol briefing and sent by email to the Lodge and all Members for a period of ten (10) days prior to the effective date.

Section 3. A Member and L.F.U.C.G. shall be bound by any change in Division Orders, Policies, Rules, Regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be verified by signature which the Member shall be required to give upon receiving the change.

Section 4. Bureau and Unit Standard Operating Procedures shall not conflict with General Orders of the Division.

## **ARTICLE 13**

### **CONDITIONS OF EMPLOYMENT**

Section 1. Polygraph examinations of Members will not be done as a routine procedure.

Section 2. No Member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or

technological replacements thereof, assigned to patrol vehicles. This Section shall not be construed to prohibit a Member from performing or assisting in the performance of customary and ordinary firefighting duties and responsibilities in emergency situations.

Section 3. L.F.U.C.G. agrees not to use covert electronic surveillance equipment in the investigation of any Member, with the exception of a formal administrative complaint or a criminal investigation.

Section 4. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1 regarding screening for drugs.

## **ARTICLE 14**

### **HEALTH AND SAFETY**

Section 1. The Division will take precautions to safeguard the health and safety of Members during their hours of work and maintain standards of safety and sanitation, and the Lodge and all Members shall cooperate in all matters concerning health and safety.

Section 2. When a Member is scheduled for a detail or a pre-planned event outside his or her regularly scheduled tour of duty, L.F.U.C.G. shall provide seven (7) calendar days prior notice, unless the Chief determines that such notice would not be in the interest of public safety.

Section 3. No Member shall be scheduled for pre-planned event details or otherwise without a minimum of eight (8) hours between details unless voluntarily waived by the Member; required to complete a late call; or the Chief deems an emergency exists. This Section shall not apply to the Traffic Section, court appearances and scheduled training.

Section 4. No Member shall be required to work in excess of fifteen (15) hours consecutively, provided however; a Member may voluntarily waive this section. This section

shall not apply for Roots and Heritage Festival, New Year's Eve events, Fourth of July, and in exigent circumstances or other similar events as designated by the Chief.

Section 5. The Division will make available on a twenty-four (24) hour basis the following equipment: Personal Protection Equipment (PPE) kit items; OC canisters; taser cartridges; taser batteries; and all necessary equipment and supplies for sanitizing Division equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer. All listed equipment shall be available to Members at Headquarters, 24 hours a day, and at the Technical Services Unit during regular business hours. Members who need to replenish the above listed equipment should do so at Technical Services during normal business hours and utilize the Reports Desk as a resupply point only when Technical Services is not open.

Section 6. The Division shall inspect and replace, if necessary, gas masks and filters on a periodic basis.

Section 7. L.F.U.C.G. shall issue all Members a Kevlar riot helmet with an affixed face shield.

Section 8. Members may wear approved and properly maintained tactical boots. In the event of impending or existing inclement weather, as determined by the sole discretion of the Chief of Police, Members shall be authorized via e-mail to wear Class B uniforms. All footwear and maintenance standards will be prescribed by General Order.

Section 9. Members permanently assigned to the Bureau of Investigation may carry their service weapon in an approved shoulder holster, after successfully completing Division training and in compliance with Division policy in the use of said holster. The holster shall be concealed as prescribed by policy and purchased at the Member's cost.

Section 10. A Member, at his or her option, may carry an approved multipurpose tool in an approved duty belt carrier while on-duty, at the Member's cost.

Section 11. L.F.U.C.G. shall provide a Member with replacement body armor (protective vests) within five (5) years of manufacture issue date or where unserviceable due to circumstances beyond the control of the Member at no cost.

Section 12. Tasers will be issued to Members assigned to a uniformed position whose primary job description is in an enforcement capacity.

Section 13. 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 Member may elect to have the required biennial physical examination performed by his primary care physician. L.F.U.C.G. shall reimburse a Member, for the cost of the physical examination by his primary care physician, up to a maximum of one hundred dollars (\$100.00). A Member who elects to have his biennial physical examination conducted by his personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by L.F.U.C.G.

Section 14. Any Member involved in a critical incident that requires the Division to take the Member's service weapon shall have that weapon replaced with an equivalent weapon prior to the end of the shift for said Member, absent exigent circumstances.

## **ARTICLE 15**

### **DISCIPLINARY PROCEDURES AND BILL OF RIGHTS**

Section 1. The provisions of this Article are supplementary to the statutory provisions of KRS 15.520 and KRS 95.450. Neither party to this Agreement waives its rights under those statutes.

Section 2. No discipline or complaints against a Member may be used by L.F.U.C.G, or the Chief as the basis for any subsequent discipline except those occurring within three (3) years of the date of the imposition of discipline.

Section 3. Complaint Procedure:

- A. If a formal complaint, whether internal or external, is filed, the Bureau of Internal Affairs shall investigate the allegations of misconduct or rule violations. Bureau of Internal Affairs investigations shall be completed in sixty (60) days. The sixty (60) day time shall begin with the date that the complaint is made and end on the date the investigation is submitted for review to the Chief. The Bureau of Internal Affairs may request in writing an extension from the Chief of Police when extenuating circumstances requires the investigation to exceed the sixty (60) day limit. When a formal complaint is filed, the Member shall be provided a copy of the complaint in writing within twenty- one (21) calendar days or within seven (7) days of the disposition of a collateral criminal investigation, if any.
- B. If a formal complaint is not filed, then an informal complaint or an information only report may be completed. Documented informal complaints received by the Division shall be investigated and resolved at the Bureau level. Action taken at the Bureau level should be accurately documented and maintained in the Bureau /

Sector / Unit file. Bureau level action on sustained informal complaints shall be restricted to counseling and remedial training.

- C. Disciplinary Review Board - At the discretion of the Chief, a Disciplinary Review Board may review founded complaints made against Division Members. Within thirty (30) days of the conclusion of the Internal Affairs Section investigation, the Chief may, at his sole discretion, meet with the Member to discuss the formal complaint or defer the matter to the Disciplinary Review Board. If the Chief meets with the Member he may, at his sole discretion, choose to make the Member a disciplinary recommendation within forty-eight (48) hours of the conclusion of the meeting. The Member shall be given at least forty-eight (48) hours after the receipt of the recommendation to advise the Chief as to whether or not he accepts the recommended discipline. If the Chief determines not to make a disciplinary recommendation or the Member refuses to accept the Chief's recommended discipline, the representative of the Internal Affairs Section designated by the Chief shall present the completed Internal Affairs investigation to the Disciplinary Review Board. A Member shall appear before the Board as directed, with a Lodge representative, if desired. The Lodge representative may act only as an advisor to the Member and shall not participate in the meeting before the Board. The Disciplinary Review Board shall consist of seven (7) Members. Six (6) Members shall be either Bureau Commanders (Assistant Chief) or Patrol Sector/Section Commanders (Captain/Commander). One (1) Member shall be a Member covered by this Agreement appointed by the Lodge President for a two (2) year term. The Lodge President may appoint an alternate to serve in

said capacity. The Chairperson for the Board shall be appointed by the Chief. A representative of the Department of Law shall serve as a liaison to the Board in a non-voting capacity. The party making the allegations against the Member shall not be a Member of the Board. The Disciplinary Review Board will make written recommendations to the Chief concerning disciplinary actions. The Member will be advised of the Board's recommendations at the conclusion of the meeting. The Chief may accept, reject, or alter the Disciplinary Review Board recommendations within thirty (30) days of the conclusion of the Disciplinary Review Board meeting. During this period, the Chief may, at his sole discretion, meet with the Member again before making his final recommendation to the Member. The Member shall be given at least forty-eight (48) hours to advise the Chief as to whether or not he accepts the recommended discipline.

- D. If after reviewing a formal complaint, the Chief concludes that the Member has committed a disciplinary infraction the Chief may recommend disciplinary action consistent with applicable law. The reasons for the recommendation will be provided in writing to the Member. If the Member does not agree to the recommended disciplinary action, the disciplinary action against the Member shall be sent to the Department of Law for preparation of charges to be filed with the Urban County Council Clerk. Such charges shall be filed within sixty (60) days of receipt by the Department of Law.
- E. On formal complaints where the Chief concludes that there is insufficient evidence to show misconduct or that no misconduct has occurred, he will

communicate his conclusions in writing to the complainant and the Member and will advise both parties of his intention to conclude the disciplinary process.

Section 4. Investigation Procedure:

- A. The forty-eight (48) hour written notice required by KRS 15.520(1)(c) shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct.
- B. A Member required to submit a written report no later than the end of the Member's next tour of duty as specified in KRS 15.520(1)(c) shall be informed in writing of the nature of the alleged misconduct or rule violations.
- C. Statements or interviews of Members under investigation shall be recorded. Statements obtained from complainants, either sworn or otherwise, shall be recorded and transcribed. Non-recorded statements may be taken from a civilian witness who refuses to give a recorded statement.
- D. Upon request of the Member under investigation or his representative, the Member shall be provided a copy of the recording of his interview and a copy of any transcript of such interview. The Member shall provide the Bureau of Internal Affairs with blank recording media at his expense.
- E. Prior to any disciplinary hearing before the Urban County Council, L.F.U.C.G. shall provide the Member any written statements or other information in the possession of the Division and used in connection with the disciplinary action against the Member except for attorney work product. Likewise, the Member and the Lodge shall provide L.F.U.C.G. and the Division with statements or other information in his or its possession regarding the disciplinary action against the



Member except for attorney work product. The written statements or other information shall be provided to the Member or L.F.U.C.G. no later than fourteen (14) days prior to the hearing unless a hearing is required by statute and scheduled within three (3) days.

- F. When a hearing is to be conducted by the Urban County Council, L.F.U.C.G. and the Division shall make available to testify at the hearing all current Members requested by the appealing Member or his counsel.
- G. When requested by the Member, prior to the hearing, the Urban County Council shall issue subpoenas requiring the attendance of witnesses and the production by them of books, papers, records, and other documentary evidence.

#### Section 5. Critical Incidents

- A. When a Member is involved in an incident resulting in death or serious physical injury to another, L.F.U.C.G. shall notify the Lodge President or his designee. The Lodge shall provide L.F.U.C.G. with appropriate telephone numbers for said notification.
- B. Nothing in this section shall be deemed to give any Member the right to refuse or fail to cooperate in providing critical scene information after a critical force incident.
- C. When a Member is to be interviewed by the Bureau of Investigations as a result of his involvement in a critical force incident, the Member shall be informed of his right to counsel, and be given sufficient time to contact and have counsel present. The Member shall also be informed when counsel is present and/or otherwise available for advice.

- D. Members shall not be required to provide a statement concerning involvement in a critical force incident during a criminal investigation with a Bureau of Internal Affairs representative present.
- E. L.F.U.C.G. may require a Member involved in a critical force incident to take a drug and alcohol test pursuant to the procedures as established in Appendix 1.

## **ARTICLE 16**

### **PERSONNEL FILES**

Section 1. Personnel files and any other Member files and records are the sole responsibility of the L.F.U.C.G.

Section 2. L.F.U.C.G.'s responsibilities for Member files include upkeep, retention, production, and purging of files.

Section 3. L.F.U.C.G. shall maintain Member confidentiality to the full extent permitted by law and access to a Member's personnel records shall be restricted to the following:

- A. Member who is the subject of the file or authorized (in writing) representative may review their own records upon request.
- B. Member's direct chain of command.
- C. Chief and/or designee.
- D. Director of Division of Human Resources and/or designee.
- E. Member of the Department of Law

Section 4. No file, record or content therein of which a Member has not been previously advised will be utilized against the Member for matters of discipline.

Section 5. L.F.U.C.G. shall follow retention schedules for Member files that comply with applicable laws and regulations. In the event a subpoena or Open Records Request is served on L.F.U.C.G., it shall immediately notify the Member and/or the Lodge.

Section 6. Supervisors may maintain one file on each Member under their direct supervision and documents contained in the supervisory file shall not be retained after one (1) year from said documentation.

Section 7. Files kept at the Bureau level shall be available to the Member and their supervisors during regular business hours. No files related to disciplinary matters, to include letters of counseling, coaching and counseling statements, and documentation of informal complaints, shall be physically maintained at the Bureau level.

Section 8. Peace Officer Professional Standards (POPS) Files shall be maintained in accordance with KRS 15.382.

## **ARTICLE 17**

### **RESIDENCY**

No Member shall be required to live in Lexington/Fayette County.

## **ARTICLE 18**

### **MILITARY LEAVES**

Section 1. Members who are also Members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the services of this state or of the United States under component orders as specified in this Section. In any one (1) federal fiscal year, a Member, while on military leave, shall be

paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal 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 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 supplement pay equal to the difference between the Member's regular salary and his/her military pay.

Section 3. A 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 his selected medical insurance plan at the same level of employee contribution derived from Article 29 of this Agreement.

## **ARTICLE 19**

### **LEGAL PROTECTION**

Section 1. L.F.U.C.G. shall provide for the defense of a Member in any action in tort arising out of an act or omission occurring within the scope of his employment. A Member shall be represented by the Department of Law, private counsel employed through the Department of Law, or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, when a claim is made against him as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of his official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

Section 2. If a settlement of a claim is made or a judgment is rendered against a Member and that Member was either represented by the Department of Law, private counsel employed through the Department of Law or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, that settlement or judgment shall be paid by L.F.U.C.G. in accordance with the procedures, discretion, and determination vested in the Department of Law.

Section 3. Upon receiving service of a summons and complaint in any action in tort brought against him or a notice of a claim to be made, a Member shall, within five (5) days of receipt, give written notice of such action, including a copy of the summons and complaint, to the Department of Law.

Section 4. L.F.U.C.G. may refuse to pay a judgment or settlement in any action against a Member, or if L.F.U.C.G. pays any claim or judgment against any Member pursuant to Section 2 of this Article, it may recover from such Member the amount of such payment and the costs to defend if it determines that:

- A. the Member acted or failed to act because of fraud, malice, or corruption; or
- B. the action was outside the actual or apparent scope of his employment; or
- C. the Member was willfully negligent or malicious; or
- D. the Member willfully failed or refused to assist the defense of the cause of action, including the failure to give notice to L.F.U.C.G. pursuant to Section 4 of this Article; or
- E. the Member compromised or settled the claim without the approval of L.F.U.C.G.; or

F. The Member obtained private counsel without the consent of the Department of Law, in which case, L.F.U.C.G. may also refuse to pay any legal fees incurred by the Member.

Section 5. No provision of this Article shall in any way be construed to abrogate the defense of sovereign immunity, official immunity, or governmental immunity.

## **ARTICLE 20**

### **COURT PAY**

Section 1. In the event that an active Member is required to appear, and/or be available, and/or to testify in Court in a duty-related matter outside of his regularly scheduled work hours, he shall be paid a minimum of two (2) hours at the rate of 1 and 1/2 times his regular hourly rate of pay, or for the actual time spent for such appearance at the rate of 1 and 1/2 times his regular hourly rate of pay if more than two (2) hours.

Section 2. In the event that an active Member is required to personally meet with attorneys or perform other related preparation as directed by the attorney outside of his regularly scheduled work hours in a duty-related matter, he shall be paid a minimum of two (2) hours at the rate of 1 and 1/2 times his regular hourly rate of pay, or for the actual time spent for such appearance at the rate of 1 and 1/2 times his regular hourly rate of pay if more than two (2) hours.

## **ARTICLE 21**

### **OVERTIME**

Section 1. A workday shall consist of eight (8) hours except Members assigned to units utilizing a 4/10 schedule, in which case a workday shall consist of ten (10) hours. A regular workweek shall be forty (40) hours in any calendar week. Members shall be paid

overtime at the rate of one and one-half (1½) times their regular rate of pay for any hours worked in excess of a regular forty (40) hour workweek. Notwithstanding the above, any payment for overtime reimbursed to LFUCG by grants or grant funding shall be paid to Members at the rate of one and one-half (1½) times their regular rate of pay regardless of the number of hours worked in that week. There will be no pyramiding of overtime; a Member will be paid for the same hours only once.

Section 2.

- A. L.F.U.C.G. intends to continue the 4/10 plan for scheduled workweeks for Members assigned to Bureau of Patrol, Traffic, or other units as designated by a Bureau/Unit commander. Members assigned to these units will have three (3) consecutive days off.
- B. L.F.U.C.G. and the Lodge shall meet to discuss any proposed changes to the 4/10 plan, including but not limited to: scheduled daily hours of work and scheduled off days.

Section 3. Members are scheduled in advance to work a forty (40) hour schedule. Unit commanders will submit a quarterly RDO schedule through their Bureau/ Unit Commander to the Chief of Police. The Division will modify schedules as far in advance as possible to accommodate special events. The Division will only modify schedules within a scheduled workweek in order to respond to disasters, emergencies declared by the Chief, or to achieve specific law enforcement objectives. Nothing herein shall preclude the Division from granting a Member's request for a schedule change.

Section 4. An F.T.O. may be compensated for no less than one (1) hour of overtime for completion of a scheduled transition conference with the probationary officer and the current

or next F.T.O., and for no less than one (1) hour of overtime for completion of the required four (4) week evaluation of the probationary officer, provided these duties are completed outside his regularly scheduled shift, and he has exceeded forty (40) hours of in a work week as prescribed by Section 1 of this Article.

Section 5. An F.T.O. Coordinator (Sergeant) may receive no less than one (1) hour of overtime per week for duties required of that position provided the duties are completed outside his regularly scheduled shift, and he has exceeded forty (40) hours in a work week as prescribed by Section 1 of this Article.

Section 6. Overtime earned shall be reported and paid under the LFUCG procedures for time keeping.

Section 7. The Division shall not change a Member's scheduled RDO(s) unless seven (7) days notice is given. Provided, however, this seven (7) days notice shall not have to be given if the Chief, in his sole discretion, declares an emergency or a Member agrees to waive the notice.

Section 8. Any Member working a pre-planned special event outside of their normal duty hours shall be paid a minimum of three (3) hours of overtime at the rate and 1 and ½ times his regular hourly rate of pay, or for the actual time spent on the event at the rate of 1 and ½ times his regular hourly rate of pay if more than three (3) hours.

## **ARTICLE 22**

### **ACTING PAY**

When a Member is assigned to work in an acting capacity for more than forty (40) hours in a position having a higher classification than his regular position, the Member shall be paid at the base pay rate established for the higher classification retroactive to the first day of



assignment to the position. A Member shall have the option to refuse working in an acting capacity.

## **ARTICLE 23**

### **PAID AND UNPAID LEAVES**

#### Section 1. Annual Vacation/Holidays.

A. Effective upon ratification of this Agreement by the L.F.U.C.G., full-time Members are eligible to receive annual vacation/holiday time with pay as provided in the schedule set forth below:

##### **(i) Vacation**

Years of Service	Monthly Leave Earned
1 through 10 years	10 hours / month
10+ years	14 hours / month

Effective July 1, 2012, Members shall accrue two (2) less hours of vacation time per month through June 30, 2014. Effective July 1, 2014, Members shall accrue the full vacation as set forth above.

##### **(ii) Holidays (8 hours/day unless otherwise specified)**

Independence Day	New Years Day
Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Christmas Day
Christmas Eve Day	Labor Day
Thanksgiving (Thursday and Friday)	

In addition, at the beginning of each fiscal year, each employee shall be granted two (2) days of swing holiday leave, which may be taken at any time during the fiscal year in accordance

with the requirements of this Agreement. This benefit shall be suspended beginning July 1, 2012, and shall recommence on June 30, 2014.

B. Members assigned to work Thanksgiving Day and Christmas Day shall be paid at a rate of 1 and 1/2 times the Member's regular rate of pay.

C. A Member may submit vacation/holiday requests for anytime during the 365 days beginning with the date of the request except as otherwise provided herein. The Member's vacation/holiday request shall be granted/ denied within seven (7) days. If the supervisor fails to respond to the request within seven (7) days, the request shall be deemed granted. A supervisor shall not deny said request if adequate personnel are scheduled to work the requested time frame at the time the vacation request is made. Approved leave cannot be canceled unless an emergency is declared by the Chief.

D. Leave requests that fall between November 15 through January 7 must be submitted to the Member's supervisor prior to September 15. The leave requests will be granted/denied prior to October 15. The leave shall be granted based upon seniority as defined in Article 8 of this Agreement. Any requests for leave during this time period made after September 15 shall not be denied if adequate personnel are scheduled to work on the requested day at the time of the request.

E. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holidays cannot exceed four hundred (400) hours and any vacation/holiday in excess of this amount must be taken by the end of the pay period in which December 31 falls. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday not to

exceed four hundred and seventy- six (476) hours. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

Section 2. Vacation and holiday leave may be taken in hourly increments.

Section 3. A Member may request up to four (4) hours of leave with pay to donate blood during regular work hours at any licensed blood center certified by the Food and Drug Administration. A Member requesting leave shall obtain approval from his Bureau Commander or his designee prior to the donation and must submit verification of blood donation or deferral upon return to work. There is no limitation on the number of times a Member may donate blood other than that imposed by the blood donation centers. Beginning July 1, 2012, this section shall be suspended until July 1, 2014.

Section 4. The Bureau Commander, or his designee, may authorize up to four (4) hours of personal leave with pay annually to participate in community projects that are not directly work related. Community project leave time cannot be accumulated or paid out at retirement or termination. Beginning July 1, 2012, this section shall be suspended until July 1, 2014.

## **ARTICLE 24**

### **SICK LEAVE**

Section 1. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of his sickness or injury or that of an immediate family Member. The immediate family of the Member for purpose of this section shall include parents, spouse and children. Sick leave may be taken in hourly increments.

Section 2. A Member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his commanding officer or other

competent authority as designated by the Bureau/Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

### Section 3. Medical Statement

A. A Member who is absent from work for three (3) or more consecutive work days, or where the Bureau/Unit Commander has reasonable suspicion to believe an abuse of sick leave may be occurring, may be required to provide a medical statement from his treating physician substantiating his need for leave.

B. Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal.

### Section 4. Annual Payment

Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to six hundred (600) hours. Once a Member has accrued six hundred (600) hours of sick time, any amount of time exceeding the six hundred (600) hour cap shall be paid to the Member at his regular rate of pay, by separate check, on the second pay period in January of each calendar year.

### Section 5. Maternity and Paternity Leave

Any Member who has been on the payroll at least one year and who has worked twelve hundred fifty (1250) hours during the previous twelve (12) months may be entitled to up to twelve (12) weeks of leave (or 480 hours) in a twelve (12) month period under the Family and Medical Leave Act. This time may cover the birth of a child for the mother or father, or placement of a child in the home through foster care or adoption. The Member must use all accrued sick, vacation and/or holiday leave, after which the remaining leave will be without pay.

Section 6. Donation of Sick Leave

A Member may donate sick time under the current L.F.U.C.G. sick leave bank program herein incorporated as Appendix 4.

**ARTICLE 25**

**BEREAVEMENT LEAVE**

Section 1. A Member will be able to use up to three (3) days of Bereavement Leave time for a death for the following listed immediate family Members. 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, Step-siblings, 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 one (1) day 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 26**

**LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a Member's absence. Leaves are granted on the

assumption that the Member will be available to return to regular employment when the conditions necessitating the leave permit.

The duration of each leave of absence will depend upon each circumstance and the recommendation and approval of the Chief of Police, but shall not exceed one hundred eighty (180) days. The leave of absence is considered a privilege. Granting of leaves of absence will be administered with utmost discretion, taking into account the Member's service record and the circumstances necessitating the request. Intended period of absence from work must be indicated.

Never will a leave of absence be authorized to permit a Member to engage in gainful employment other than mandatory military service. When the need to be absent is known, the Member will be expected to advise the Chief of Police in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The Member shall be returned to the same, or equal employment, unless circumstances of the Division of Police have so changed as to make it impossible or unreasonable to do so. Leave of absence shall be without pay and benefit accrual. A condition precedent to a request for a leave of absence requires a Member to have exhausted all vacation, holiday, and approved sick leave benefits.

## **ARTICLE 27**

### **MODIFIED DUTY**

Section 1. Any Member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs. It is the responsibility of a Member to advise the Office of the Chief of Police

through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a competent medical authority determines that a Member can perform substitute work (modified duty), the Member must work in a modified duty capacity unless he is in a F.M.L.A. status.

Section 2. If the Member is medically required to be absent from their job duties and cannot perform substitute work (modified duty) as a result of a service-connected injury or illness, the Member must complete a Disability Leave Request Form and submit it to the Office of the Chief through the chain of command for submission to the Director of Human Resources within ten (10) working days of the incident. The completed Disability Leave Request form must have the following documentation attached:

1. A copy of the corresponding First Report of Injury or Illness (IA-1); and
2. A written statement from a competent medical authority as to the Member's specific diagnosis, treatment plan, and current work activity status.

Section 3. An injured or ill Member will initially be placed on accumulated sick leave, or if sick leave is not available, on vacation or holiday leave for all absences from scheduled work time. Upon an investigation and authentication by the Division of Risk Management that the Member's injury or illness is the result of a service-connected incident, all sick, vacation, or holiday leave hours that have been used as a result of the injury or illness will be reinstated. Upon documentation from a medical authority stating that he is unable to perform work in any capacity past the date for which the disability leave status has been granted, the Member may file a request for an extension of disability leave. Disability leave status can only be granted for a period of up to twelve (12) months for each injury or illness except as provided in Article 27, Section 10.

Section 4. If, during a disability leave, a competent medical authority determines that the Member can perform substitute work (modified duty), he must work in a modified duty capacity unless he is in a F.M.L.A. status. Any return to work is based on a medical statement as to their work limitations, and the Member must submit the statement to his immediate supervisor for appropriate job assignment.

Section 5. A Member can remain in a modified duty status for a period of no more than twelve (12) months for each injury or illness, and must submit a statement from a competent medical authority regarding his work activity status during each thirty (30) day period. If the Member is on either modified duty status or disability leave status, they must submit a doctor's statement releasing them to full work activities before the Member can return to his regular duties.

Section 6. When the Member has been granted disability leave status, he must refund to L.F.U.C.G. the amount equal to any Worker's Compensation wage payments made to him as a result of the injury or illness in order to be eligible for disability leave status. Any time over ninety (90) days that is spent on disability leave status will not count toward the Member's vacation accrual rate nor will he accumulate sick leave or vacation leave during such absence from duty. When an official L.F.U.C.G. holiday occurs, the Member will receive holiday pay but not disability leave pay for that day.

Section 7. If competent medical authority determines that the Member has a permanent disability, the Member shall apply, if eligible, to the Police and Fire Pension Fund for disability retirement benefits or alternative L.F.U.C.G. employment. Failure to apply for disability retirement benefits or alternative employment will terminate the Member's disability



leave status short of the twelve (12) months and he may resign or his employment will be terminated.

Section 8. All substitute modified duty assignments as a result of a work related injury or illness will be made within the Division of Police, and must conform to the medical instructions indicated on the medical report authorizing the Member's leave status.

Section 9. The Chief of Police has the discretion to recommend or not recommend modified duty for the Member as a result of a non-work related illness or injury. His decision will be based on the medical information or restrictions placed upon the Member by qualified medical personnel and the Division's specific needs, such as workload, or availability of modified duty work. The Member cannot be granted modified duty for a non-work related illness or injury for more than six (6) months.

Section 10. The total time in modified duty and disability combined will not exceed twelve (12) months, or 2080 hours, for the same injury or illness except that this may be extended at the discretion of the Chief for up to an additional six (6) months if there is a definitive return to work date provided by the treating physician.

## **ARTICLE 28**

### **DEATH IN THE LINE OF DUTY**

In the event that a Member dies as a result of an injury sustained in the line of duty, the L.F.U.C.G. shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the 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, and any Social Security benefits which may be due.

## **ARTICLE 29**

### **HEALTH INSURANCE**

Section 1. Members shall be provided the option to elect to be covered by the health insurance offered by L.F.U.C.G.

Section 2. L.F.U.C.G. shall contribute \$530.74 per month on behalf of each Member enrolled in the Flexible Benefit Plan. In addition, L.F.U.C.G. shall contribute \$50.00 per month to the cost of health insurance for each Member who selects two- party coverage and shall contribute \$200.00 per month for each Member who selects family coverage. Any premiums in excess of L.F.U.C.G. monthly contributions shall be paid by the Member through equal pay period contributions.

Section 3. If any Member opts not to enroll in the Flexible Benefit Program or L.F.U.C.G. monthly contributions exceed premium cost, L.F.U.C.G. shall contribute the same monthly contributions or the excess contributions, whichever is applicable to the Members deferred compensation accounts. However, Members must provide proof of alternate medical insurance coverage to require this provision.

Section 4. L.F.U.C.G. and the Lodge agree to the establishment of a Flexible Benefits Committee, which shall meet at least semi-annually for the purpose of increasing cost and benefit alternatives and expansions of Flexible Benefit Program options. The review shall include the financial condition of Flexible Benefit Plan.

## **ARTICLE 30**

### **CLOTHING AND EQUIPMENT ALLOWANCES**

Section 1.

- A. Beginning July 1, 2012, all Members shall receive a monthly uniform allowance of \$50.00 which shall be paid to the Member on the first pay period of each month. Beginning July 1, 2015, all Members shall receive a monthly uniform allowance of \$75.00 which shall be paid to the Member on the first pay period of each month. This allowance shall not begin until six (6) months after distribution of the initial issue of clothing.
- B. Effective July 1, 2013, L.F.U.C.G. shall establish a uniform credit system whereby each Member shall have credit assigned to his or her vendor account for the Member to purchase his or her uniforms and equipment not classified as PPE. The annual amount credited to the employee's vendor account each fiscal year shall be Five Hundred Dollars (\$500.00). ("Fiscal year" shall refer to July 1<sup>st</sup> through June 30<sup>th</sup>.)
- C. Uniform items available to Members under the uniform credit system shall be according to Division of Police Uniform regulations established by General Order.
- D. Members 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 the uniform credit system shall meet the requirements set forth in General Order and this Agreement.
- E. In the event that a Member's designated credit is exhausted during the fiscal year, the Member shall be responsible for acquiring any additional uniform items

necessary at their own expense. Any unused credit shall not be carried forward to the following fiscal year.

Section 2. Members shall receive \$35.00 a month equipment allowance.

Section 3. All 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 Police with their personal cell telephone number and respond to telephone calls by the Division while on duty. The Division shall treat these numbers as personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

### **ARTICLE 31**

#### **LIFE INSURANCE**

The L.F.U.C.G. will provide all Members with a group life insurance plan that contains the following provisions:

- A. \$25,000.00 payment upon death of the insured, or that amount of insurance provided to other L.F.U.C.G. employees, whichever is greater; and
- B. \$25,000.00 accidental death and dismemberment insurance, or that amount of insurance provided to other L.F.U.C.G. employees, whichever is greater.

### **ARTICLE 32**

#### **TUITION BENEFIT**

Members shall receive reimbursement for the cost of tuition and books for up to \$1,500 per year upon verification of successful completion of coursework at a grade of "C" or better for undergraduate courses or at a grade of "B" or better for graduate course work and submission of applicable receipts. Members may be allowed to attend classes utilizing their home fleet vehicle with prior approval by the Chief.

The parties agree that any Member who participates by use of the tuition benefit shall be required to continue employment with L.F.U.C.G. for eighteen (18) months from the last date of reimbursement unless he repays L.F.U.C.G. for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

### **ARTICLE 33**

#### **PERSONAL PROPERTY REIMBURSEMENT**

A Member shall be reimbursed by L.F.U.C.G. for personal property damaged, lost or destroyed while on duty or responding to official police action. A Member who receives payment under this Article must seek restitution for any property for which payment was made. Failure to pursue restitution may result in requiring the Member to reimburse L.F.U.C.G. for any payment and may make the Member ineligible to make any further claims under this Article. If restitution or other recovery is received, the amount(s) shall be paid in full to L.F.U.C.G. L.F.U.C.G. reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. L.F.U.C.G. further reserves the right to deny payment if the Member's negligence resulted in the damage or destruction of his property.

Personally owned items (e.g. jewelry, watches, telephones, writing instruments, personal electronic equipment, organizers, bags, brief cases, etc.) shall not be reimbursed for more than \$300.00 per item. Payments under this Article shall be limited to \$1,000.00 per occurrence with a maximum of \$2,000.00 per fiscal year, except that personally owned firearms shall be reimbursed for replacement value. This coverage shall only apply to items not covered by the

Division of Risk Management's policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Chief of Police.

## **ARTICLE 34**

### **PHYSICAL FITNESS**

Section 1. L.F.U.C.G. shall administer a physical fitness test in May of each calendar year. A Member may participate in physical fitness testing at his option. The test will include; sit and reach, maximum bench press, one and one-half (1 1/2) mile run, and sit-ups. Any Member who meets or exceeds the 30th percentile under the Cooper Norms (based on the general population by age and gender) for at least three (3) of the four (4) exercises shall be paid \$300.00 on or before June 30 of each fiscal year. This benefit shall be suspended beginning July 1, 2012, and shall recommence on July 1, 2014. The Cooper Norms are hereto attached as Appendix 2.

Section 2. Members shall be eligible for the same YMCA membership rates as other L.F.U.C.G. employees.

## **ARTICLE 35**

### **VEHICLES**

Section 1. Upon successful completion of the Field Training Officer portion of their training, all Members shall be assigned the use of a home fleet vehicle as one of the benefits of their employment with L.F.U.C.G. In addition to the policies and procedures laid out in this Article, Members assigned home fleet vehicles shall be required to comply with all applicable Division rules and regulations concerning the operation and maintenance of home fleet vehicles. Failure to comply with the Division rules and regulations may result in the suspension of use of the home fleet vehicle, as well as other disciplinary sanctions.

**Section 2. Use of Vehicle by Members Residing in Fayette County**

Effective July 1, 2012, Members whose primary residence is within the geographical boundaries of Fayette County may drive their assigned home fleet vehicle to and from their residence to work without charge. Any other personal off-duty use of the assigned home fleet vehicle shall be prohibited except as allowed in Section 4 below.

**Section 3. Use of Vehicle by Members Residing Outside of Fayette County**

Members residing outside Fayette County may drive their take home fleet vehicle outside of the County to their primary residence as long as the primary residence is within 35 miles of the Fayette County line. Members wishing to utilize this option shall pay a monthly fee based upon the mileage from their primary residence and the Fayette County line at the rate of \$0.25 per mile. The monthly fee will be the round trip total from the residence to the Fayette County line. The take home fleet vehicle shall not be utilized outside of the County for purposes other than driving to/from work. The Member's mileage log and payment will be submitted no later than the 10<sup>th</sup> of each month.

Members whose residence is greater than 35 miles away from the Fayette County line or who do not wish to drive their assigned home fleet vehicle to their residence may park their vehicle at any Lexington police facility or at a designated location near the Fayette County line without charge. Any other off-duty use of the assigned home fleet vehicle shall be prohibited except as allowed in Section 4 below.

**Section 4. Payment for Off-Duty Use within Fayette County**

Members wishing to use their assigned home fleet vehicle during off-duty employment by an entity outside of L.F.U.C.G. within the geographical boundaries of Fayette County shall complete and sign an off-duty employment authorization form and file it with the Internal Affairs

Section. Effective July 1, 2012, the fee for off-duty employment usage within Fayette County shall be Fifty Dollars (\$50.00) per month.

**ARTICLE 36**

**SHIFT DIFFERENTIAL**

Members permanently assigned to second shift (beginning after 1400 hours through start time of 2000 hours) and third shift (beginning after 2000 hours through start time of 2400 hours) shift assignments in the Bureaus of Patrol and Special Operations will receive shift differential for all hours worked as follows:

Shift	Amount
Second	\$0.50 / hour
Third	\$1.00 / hour

Shift differential is based solely on actual permanent assignment of Members of the Bureaus of Patrol and Special Operations to those shifts, not the hours worked on overtime or regular duty. Shift differential will be applied for those Members permanently assigned to Second or Third Shift for all time worked, including any overtime.

**ARTICLE 37**

**EDUCATION INCENTIVE PAY**

Annual education incentive pay will be paid to Members as follows:

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

**ARTICLE 38**



## **SPECIAL DUTY PAY**

### **Section 1. Definition:**

Specialist pay is compensation for extra time, training, and various responsibilities of specialized units and positions. L.F.U.C.G. shall pay a Member specialist pay when a Member is permanently assigned to the units or positions set forth in Section 3.

### **Section 2. Entitlement:**

Members are only entitled to a single specialist pay.

### **Section 3. Specialty and Rates:**

Members assigned to the following units shall receive One Thousand Four Hundred Dollars (\$1,400.00) per year as additional compensation due to the unique nature of their duties and responsibilities: Emergency Response Unit, Hazardous Device Unit, Hostage Negotiations Unit, K-9 Unit, Motorcycle Certified Members (who are currently utilized in a Motorcycle assignment), Collision Reconstruction Unit, Field Training Officer, Mounted Unit, Bilingual Members, Training Unit, Downtown Bike Patrol, Air Support Unit, Chaplain, and Members assigned to the Bureau of Investigations.

## **ARTICLE 39**

### **SALARY SCHEDULE**

The wages and pay schedule for the Members, attached hereto as Appendix 3, will be effective July 1, 2012 and will remain in effect through June 30, 2016.

Effective July 1, 2012, the annual advancement of Members through the pay schedule will be suspended until June 30, 2014. Effective July 1, 2014, all Members who still have steps remaining shall resume movement through the attached salary schedule upon their hire date or promotional date and shall move one additional step effective with the last pay period of Fiscal

Year 2015. Effective July 1, 2015, any Members who still have steps remaining shall continue movement through the attached salary schedule upon the anniversary of their hire date or promotional date and shall move one additional step effective with the last pay period of Fiscal Year 2016.

Effective July 1, 2014, each step shall be increased by Five Hundred Dollars (\$500.00).

Effective July 1, 2015, each step shall be increased by One Thousand Dollars (\$1,000.00).

#### **ARTICLE 40**

##### **GENDER**

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

#### **ARTICLE 41**

##### **ENTIRE AGREEMENT**

Section 1. Neither the L.F.U.C.G. nor the Lodge shall be bound by any requirement not expressly set out in this Agreement.

Section 2. This Agreement shall cover all agreements between L.F.U.C.G. and the Lodge, 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 42**

##### **TERM**

Section 1. This Agreement shall become effective as of July 1, 2012 and shall remain in effect up to and including June 30, 2016.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to June 30, 2016 that it desires to terminate, amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

Section 3. This Agreement shall continue in full force and effect upon expiration pending ratification of a successor collective bargaining agreement.

Section 4. Unless otherwise specified, benefit payments shall be effective beginning July 1, 2012 and any subsequent increases to benefit payments shall become effective on each successive July 1 during the duration of this Agreement.

Section 5. No non-economic provisions herein shall be applied retroactively from the date of ratification and execution of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this \_\_\_\_\_ day of  
May, 2012.

BLUEGRASS FRATERNAL ORDER  
OF POLICE LODGE NO. 4

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
MICHAEL SWEENEY, PRESIDENT

BY: \_\_\_\_\_  
JAMES GRAY, MAYOR

BY: \_\_\_\_\_  
\_\_\_\_\_, SECRETARY

BY: \_\_\_\_\_  
DONALD CRAIN, CHIEF NEGOTIATOR

BY: \_\_\_\_\_  
STEPHEN LAZARUS, COUNSEL &  
CHIEF NEGOTIATOR

## APPENDIX 1 - DRUG AND ALCOHOL POLICY

I. **POLICY STATEMENT:** The Lexington-Fayette Urban County Government (LFUCG) is committed to providing a healthy and safe environment for its employees. The influence of alcohol, use of illegal drugs, and misuse of legal drugs create an impairment that subjects fellow employees, property and the public to risks of injury and/or damages that would not exist in an alcohol and drug free workplace.

Employees who violate these standards of conduct are subject to disciplinary action which range from a minimum of suspension without pay to a maximum of termination from employment. For the purposes of detecting alcohol and illegal drug use/abuse, drug and/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 test or BAT may be immediate grounds for dismissal.

Statutes prevail over matters in this policy unless the statutes allow the adoption of stricter standards.

In meeting its responsibilities to employees, the LFUCG has an Employee Assistance Program (EAP) which offers assistance to employees seeking help for alcohol and/or drug abuse. Once identified, these problems must be addressed. In addition, lists of sources of information for employees including: counseling, treatment, and rehabilitation services are provided upon request.

It shall be a violation of the LFUCG Alcohol and Drug Free Workplace Policy for any employee to be convicted of manufacturing, distributing, possessing or using illegal drugs as defined by applicable federal and state laws. The illegal use, distribution, or sale of legally prescribed medication is likewise a violation of this policy.

Possession of any alcoholic substance in or on government property and/or being at work with a detectable odor of an alcoholic substance on an employee's breath, or other reasonable suspicious behavior, including accidents, and which when tested results in a Blood Alcohol Content (BAC) of 0.02% or above, is a violation of this policy. Also, the use of illegal drugs or misuse of legal drugs while in a work status is a violation of this policy. Testing shall conform to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines.

All LFUCG places of employment, including property and buildings are covered under this policy. The LFUCG reserves the right to search government owned property at any time and to search employees' personal property as allowed by law.

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

**II. CONDITIONS OF EMPLOYMENT:** Adherence and compliance to this policy including but not limited to the rules, regulations, policies and procedures will be a condition of employment with the LFUCG. Execution of the Alcohol and Drug Free Workplace Policy Consent Form acknowledging receipt of this policy is a required condition of employment.

**III. SCOPE:**

**A. Alcohol - Scope and Defined**

Alcohol in the blood can alter the body's senses and prevent the employee from performing the job duties in a safe and productive manner. Therefore, the use of any ingestible alcoholic substance while in or on government property is strictly prohibited.

Reporting to work or having at any time during the work day, a detectable odor of an alcoholic beverage on his/her breath which results in a BAC of 0.02% or above shall violate policy and the offending employee may be suspended or dismissed.

**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.

**IV. DEFINITIONS: (All definitions are for the purpose of this policy)**

**A. Accident** — Any occurrence of events which leads to property damage, physical injury, or death.

- B. Actual Physical Control** — A 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 who has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- F. Commercial Drivers/Commercial Driver's License (CDL)** - Without exceptions, any person employed by the LFUCG required by federal or state statutes to acquire, possess and maintain a CDL, currently required for drivers operating a motor vehicle which: (1) has a gross combination weight rating (GCWR) in excess of 26,000-pounds (GVWR) provided vehicle towed is in excess of 10,000-pounds (GVWR); (2) has a gross vehicle weight (GVWR) rating in excess of 26,000-pounds (GVWR); (3) is designed to transport sixteen (16) or more passengers used in the transportation (including the driver); or (4) transporting hazardous material(s) for which placarding is required, as required by the Hazardous Materials Transportation Act: Hazardous Material Regulations.
- G. Drug Paraphernalia** - Any item used for administering, packaging or transporting illegal drugs.
- H. Drug Test** - Tests scientifically designed and medically approved, that determine the presence of drugs in the body.
- I. Drugs** - Any chemical substance that adversely alters a mind or body function when entering the body.
- J. Employee** - Refers to those members who are covered under this contractual agreement.
- K. 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.

- L. **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.
- M. **Medical Staff** - Authorized personnel qualified by license or certification to perform medical procedures.
- N. **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.
- O. **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 IX. "Testing Safeguards, Terminology and Guidelines".
- P. **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.
- Q. **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.
- R. **Testing facilities** - Any physical area designed to accurately administer scientific and medically approved tests.
- S. **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)).



- V. **EMPLOYEE ASSISTANCE PROGRAM (EAP):** Early recognition and treatment of drug or alcohol abuse is important for successful rehabilitation. The LFUCG encourages the earliest possible diagnosis and treatment for substance or alcohol abuse.

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

A. **Employees Who Seek Assistance - PRIOR TO NOTIFICATION OF TESTING:**

At any time prior to testing, an employee may acknowledge his or her drug or alcohol abuse and secure a leave of absence to undergo rehabilitation. This program must be approved by the Director of Human Resources, or his designee, as being a certified rehabilitation program.

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

The employee must enter the program and remain in the program as long as required, based upon the recommendations of the treatment provider (licensed clinical social worker, physician, psychologist, psychiatrist).

After acknowledgment of substance abuse, refusal to commit to and successfully complete an authorized rehabilitation program will be grounds for charges being brought before the Lexington-Fayette Urban County Council, 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 will be performed based upon a medical recommendation by the treatment provider.

LFUCG will, at all times, respect the employee's right of privacy and subsequent tests will only be required with reasonable suspicion or in the random selection process.

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

1. **In-patient followed by Out-Patient 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.

**VI. PROHIBITED BEHAVIOR:** The following behavior and activities are prohibited under this policy.

- 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 work day, as a result of using, alcohol, illegal drugs, misusing a legally prescribed drug, or any chemical substance, is prohibited behavior.
- C. Those "on-call" employees who are called back and impaired are forbidden to respond or report to their work site or job, and shall not accept or respond to any assignment or recall, and shall immediately via telephone report their impairment to their supervisor.
- 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. Pertaining to Commercial Vehicles or performing safety sensitive functions:
  1. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or while impaired at any level by any drug.
  2. Moreover, at no time shall an employee report to work displaying the odor of alcoholic beverages on or about his person.
  3. Ingesting any alcoholic substance prior to post-critical incident testing after a Critical Incident.

4. Use of any drugs prior to post-critical incident testing after a Critical Incident without medical authorization or under medical treatment.
- F. 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.
- G. Refusing to provide a blood, urine, saliva or breath sample for testing when required by reasonable suspicion, or for authorized random testing.
- H. Switching or altering any submitted specimen for testing.
- I. Testing positive for drugs or alcohol.
- J. Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- K. 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.
- L. Failure to report to the employee's immediate supervisor and/or Chief, any summons, charges, issuance of citations, or conviction(s) relating to incidents involving alcohol or drugs.

**VII. EMPLOYEES' REPORTING RESPONSIBILITIES:**

- A. LEGAL DRUGS:** An employee's use of any legal drug can pose a significant risk to the safety of the employee or others.

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.

The supervisor, in counsel with the Chief and the Director of Human Resources or 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 duties to be determined by the Chief and the Director of Human Resources or designee.

In cases of an unexpected adverse reaction to any legal drug while at work, the employee, without delay, shall immediately notify his/her immediate supervisor.

All employees who have 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 their 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. ALCOHOL/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 alcohol, legal or illegal drugs, or foreign substances shall immediately report such arrest or summons to the Chief, who will in turn report same to the Director of Human Resources or designee.

Employees shall immediately report any arrest or summons for violation of any law relating to the use or possession of alcohol to their Chief, who shall report same to the Director of Human Resources or designee.

Such employees shall further be obligated to keep the Chief apprised of the court status and final disposition of the case. Failure to report such violation may be considered grounds for dismissal.

**VIII. 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 shall be immediate grounds for dismissal.

**IX. TESTING SAFEGUARDS. TERMINOLOGY AND GUIDELINES:** Alcohol and Drug Screening shall be conducted under the following circumstances:

**1. Drug Tests and Cutoff Levels**

**RANDOM TESTING FOR ALL CDL PERSONNEL** — Random testing for sworn personnel that are CDL holders and who utilize that license for LFUCG shall be tested under both the five (5) panel, as required by DOT (Department of Transportation), and will also be tested under the nine (9) panel.

The **five panel drug test** will test for:

<u>Drug</u>	<u>Screening Limit</u>	<u>Confirmation Limit</u>
Amphetamines	1000 NG/ML	
Amphetamine		500 NG/ML
Methamphetamine		500 NG/ML
Cannabinoids	50 NG/ML	
Carboxy - THC		15 NG/ML
Cocaine -	300 NG/ML	
Benzoyulecgonine		150 NG/ML
Opiates	2000 NG/ML	
Codeine		2000 NG/ML
Morphine		2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML

**RANDOM TESTING; REASONABLE SUSPICION TESTING; AND ALL POST-CRITICAL INCIDENT TESTING** - will have a nine panel drug test which tests for:

<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.

**C. Reasonable Suspicion Testing (RST)** - Employees will be tested for drugs or alcohol when reasonable suspicion exists to support a belief that the employee is under the influence of drugs or alcohol or that the employee's behavior or work performance has been affected by 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; or
4. Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.

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 (PCI)** - Any employee involved in a single vehicle accident, while in a Division assigned vehicle, with property damages of \$5,000.00 or more; a work related accident or incident in which there is one (1) or more fatalities; an incident or accident involving one (1) or more injuries requiring emergency treatment; or, an incident involving property damage of \$5,000.00 or more, shall immediately notify their supervisor to confirm if the employee will be tested.

Such testing shall be conducted within two (2) to eight (8) hours of the incident.

- 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. The following are pools for random selection:

1. Employees are in positions of public trust. They perform highly dangerous duties and are members of a highly regulated force. They enforce drug and alcohol laws, are armed, have powers of arrest, and make "life and death" decisions.
2. Employees selected for random testing through the use of the random selection procedures specified within this policy shall be subjected to testing of their blood, breath or urine, for the presence of alcohol and/or drugs within their system.

3. During ANY random testing, if a medical staff member of an approved medical facility detects an employee to be under the influence of alcohol or drugs, the employee may be required to submit to additional blood or breath testing prior to submission of the urine specimen, for the purpose of establishing their BAC.
4. Employees who have reported to any approved medical facility for testing under this policy and are obviously impaired and have a confirmed BAC test result of 0.02% or above, shall be immediately reported by the medical facility to the Director of Human Resources (or designee) and the MRO.
5. Confirmed positive test results and the corresponding documentation will be forwarded by the medical facility to the MRO for review and investigation.

**X. CONFIDENTIALITY:** Information including test results obtained on individuals as part of this drug and alcohol abuse policy shall be treated confidentially and shall be disclosed only after express written consent is submitted and approved by the LFUCG to those having a legitimate need to know. No tests for medical conditions shall be run on samples provided for drug screening. Any medical condition inadvertently identified by drug screening shall remain confidential and shall not be reported to the LFUCG.

**XI. RANDOM SELECTION PROCEDURES:**

- A. The Division of Human Resources shall initiate, maintain, and update computer files containing accurate and weekly checked information containing:
  1. Employee numbers
  2. Employee names
  3. Employee SSN's
  4. Employee's Division
- B. The Division of Human Resources, utilizing a computer generated program for random selection, shall generate lists of random names from the select pools. A Letter of Notification, addressed from the Director of Human Resources, or his designee, will be forwarded to the appropriate employee. The Chief will receive a separate memorandum identifying the name of the employee who has been selected.
- C. An employee must take a photo identification and the Letter of Notification to the nearest testing facility within two (2) hours of being notified of their random selection.
- D. 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. Such will be documented with an expected date of return.

- E. Within seven (7) hours of the employee's return to duty, the Division of Human Resources will resubmit the Letter of Notification to the Chief. The employee shall be instructed to report with a valid official photo identification and the Letter of Notification to the designated testing facility within two (2) hours.

**XII. TESTING FACILITIES:**

The Division of Human Resources will provide a list of testing facilities to the lodge and will also notify of any changes in testing locations.

**XIII. SEARCHES:**

LFUCG reserves the right to conduct searches of LFUCG owned property including, but not limited to, lockers, desks and government owned/leased vehicles. Employees will be expected to cooperate in conducting the searches.

Searches of employees and employees' personal property located on government property, including automobiles, will only be conducted upon probable cause that the employee is under the influence of illegal drugs or alcohol, or that illegal drugs or alcohol is being kept on personal property, which is located on government property.



## APPENDIX 2 - COOPER NORMS

### AEROBIC POWER TESTS MALE

AGE 20-29				AGE 30-39			
Walk Speed- Mile (Time)	Max VO <sub>2</sub> (ml/kg/ Min.)	1/2 Mile Run Time (Mins)	1.5 Mile Run Time (Time)	Walk Speed- Mile (Time)	Max VO <sub>2</sub> (ml/kg/ Min.)	1/2 Mile Run Time (Mins)	1.5 Mile Run Time (Time)
>30:20	>48.79	>1:04	<8:29	>29:00	>38.85	>1:09	<7:11
27:00	53.37	1:01	8:13	26:00	52.53	1:07	8:44
25:15	51.38	1:04	8:09	24:30	50.36	1:07	9:30
24:00	49.50	1:03	8:43	23:00	48.20	1:09	10:18
23:00	48.20	1:06	10:16	22:00	46.75	1:07	10:47
22:10	46.97	1:02	10:42	21:00	45.31	1:07	11:18
22:00	45.75	1:01	10:47	20:30	44.58	1:08	11:34
21:00	45.33	1:07	11:13	20:00	43.87	1:08	11:49
20:15	44.23	1:04	11:41	19:15	42.42	1:09	12:20
19:20	43.87	1:03	11:49	18:25	41.60	1:07	12:38
18:25	42.89	1:00	12:18	18:00	40.98	1:08	12:51
18:00	42.42	1:09	12:20	17:00	39.83	1:07	13:22
18:00	40.68	1:08	12:51	16:32	38.86	1:09	13:36
17:30	40.28	1:03	12:06	16:00	38.09	1:07	13:53
17:00	39.55	1:01	13:22	15:30	37.37	1:08	14:08
16:00	38.09	1:07	13:03	15:00	36.65	1:03	14:24
15:20	37.13	1:04	14:18	14:06	35.39	1:09	14:52
15:00	36.65	1:03	14:24	13:10	34.00	1:08	15:20
13:30	34.48	1:07	15:10	12:09	32.53	1:07	15:52
11:30	31.37	1:18	15:18	11:00	30.37	1:17	16:27
<8:23	<27.09	<1:00	>17:45	<6:00	<25.54	<1:11	>18:00

N 1675

AEROBIC POWER TESTS  
MALE

AGE 40-49				AGE 50-59				
Score	Max VO <sub>2</sub> (ml/kg/Min.)	% Max Run	1.5 Miles Run (Time)	Score	Max VO <sub>2</sub> (ml/kg/Min.)	% Max Run	1.5 Miles Run (Time)	
1								
59	28:00	285.42	1.65	<7:02	>25:30	>22.55	>1.77	<8:04
55	24:30	53.31	1.7	9:20	22:18	47.71	1.62	10:45
52	23:00	48.25	1.85	10:16	21:50	48.31	1.67	11:18
56	21:00	45.31	1.97	11:10	19:00	42.42	1.49	12:20
53	20:10	44.21	1.84	11:44	18:00	40.94	1.55	12:51
75	20:00	43.89	1.64	11:49	17:30	38.53	1.41	13:27
70	18:30	41.75	1.47	12:34	16:15	38.46	1.38	12:45
85	18:00	40.98	1.48	12:51	15:40	37.41	1.35	14:03
60	17:15	39.84	1.42	13:14	15:30	36.65	1.37	14:24
56	17:00	39.52	1.41	13:22	14:30	38.70	1.37	14:00
60	16:00	38.04	1.37	13:53	14:00	35.20	1.29	14:56
45	15:30	37.37	1.35	14:04	13:18	34.32	1.25	15:19
49	15:10	36.85	1.33	14:20	13:00	33.26	1.25	15:25
35	14:15	35.55	1.30	14:47	12:07	32.48	1.22	15:53
30	13:57	35.03	1.28	14:56	12:00	32.31	1.21	15:57
38	13:00	33.76	1.26	15:25	11:00	31.04	1.17	16:23
30	12:30	33.05	1.24	15:41	10:30	30.19	1.15	16:52
15	12:00	32.31	1.21	15:57	10:00	29.43	1.13	16:56
30	10:59	30.43	1.17	16:28	9:00	27.80	1.05	17:28
5	9:13	29.89	1.10	17:22	7:00	24.05	1.07	18:21
1	<5:31	<24.75	<.98	>19:51	<4:55	<22.04	<.87	>19:10
N	4527				3006			

AEROBIC POWER TESTS  
PENNA.

AGE 20-29				AGE 30-39				
Salke Cross- mill (Time)	Max VO <sub>2</sub> (ml/kg/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	Salke Tread- mill (Time)	Max VO <sub>2</sub> (ml/kg/ Min.)	12 Min. Run Distance (Miles)	1.5 Mile Run (Time)	
X								
29	>25:21	>52.02	>1.72	<8:33	>23:25	>48.73	>1.58	<10:06
28	22:00	46.75	1.61	10:47	20:00	47.87	1.53	11:49
20	20:12	44.14	1.54	11:43	19:00	46.98	1.49	12:57
25	19:00	42.42	1.49	12:20	17:30	40.26	1.43	13:06
20	18:00	40.98	1.45	13:27	16:00	39.57	1.39	13:43
23	17:00	39.53	1.41	13:22	15:30	37.37	1.35	14:00
24	16:00	38.09	1.37	13:53	14:30	36.66	1.33	14:24
23	15:30	37.37	1.35	14:08	14:10	35.44	1.29	14:50
20	15:00	36.66	1.33	14:24	13:25	34.80	1.27	15:08
23	14:30	35.74	1.31	14:39	13:10	33.85	1.26	15:20
20	14:00	35.20	1.29	14:55	13:00	33.75	1.25	15:26
45	13:30	34.46	1.27	15:10	12:18	32.41	1.22	15:47
40	13:00	33.76	1.25	15:26	12:00	32.21	1.21	15:57
25	12:17	32.72	1.23	15:48	11:08	31.09	1.17	16:23
30	12:00	32.21	1.22	15:57	10:45	30.81	1.16	16:38
25	11:00	30.94	1.17	16:26	10:00	29.25	1.13	16:58
20	10:50	30.43	1.16	16:35	9:30	28.70	1.11	17:14
25	10:00	29.43	1.12	16:56	9:00	27.98	1.09	17:29
20	9:17	28.39	1.10	17:21	8:00	26.34	1.05	18:00
5	8:23	26.69	1.03	18:14	7:00	25.08	1.01	18:33
1	<8:15	<22.57	<.94	>19:28	<5:12	<22.48	<.92	>19:27
N	764				3042			

AEROBIC POWER TESTS  
FEMALE

AGE 40-49				AGE 50-59				
64.7kg	Max VO <sub>2</sub>	1.5 Mile	1.5 Mile	64.7kg	Max VO <sub>2</sub>	1.5 Mile	1.5 Mile	
Tread-	(ml/kg/	Run	Run	Tread-	(ml/kg/	Run	Run	
mill	min.)	Dist-	(Time)	mill	min.)	Dist-	(Time)	
(Time)		(Miles)		(Time)		(Miles)		
98	>22:00	>46.75	>1.41	<10:47	>18:44	>42.04	>1.44	<12:55
95	18:00	43.99	1.35	12:08	15:07	39.81	1.31	14:20
90	17:30	35.53	1.41	12:22	14:00	35.20	1.29	14:55
85	16:20	37.49	1.35	14:06	12:53	33.59	1.24	15:00
80	14:48	36.28	1.32	14:31	12:30	32.31	1.21	15:57
75	13:59	39.11	1.29	14:57	11:43	29.95	1.20	16:05
70	13:00	33.76	1.25	15:20	11:00	30.87	1.17	16:27
65	12:30	33.04	1.23	15:01	10:14	29.70	1.14	16:51
60	11:00	32.37	1.21	15:57	10:00	29.43	1.13	16:58
55	11:30	32.86	1.19	16:12	9:30	28.70	1.11	17:14
50	11:00	30.87	1.17	16:27	9:10	28.22	1.10	17:24
45	10:00	30.58	1.16	16:34	9:00	27.98	1.09	17:25
40	10:01	29.45	1.13	16:55	8:13	26.85	1.05	17:54
35	10:00	29.43	1.12	16:59	7:43	26.13	1.04	18:09
30	9:11	28.25	1.10	17:24	7:16	24.40	1.02	18:29
25	9:00	27.98	1.09	17:25	7:00	24.09	1.01	18:31
20	8:00	25.54	1.04	18:00	6:28	24.25	.98	19:49
15	7:20	25.57	1.02	18:27	6:00	23.65	.97	19:02
10	7:00	23.09	1.01	18:32	5:05	21.33	.93	19:30
5	5:55	22.52	.96	19:05	4:14	21.70	.90	19:57
1	<4:00	<20.76	<.89	>20:04	<2:16	<18.74	<.83	>19:47
N	1630				678			

PERFORMANCE TEST  
 577 AND 514CF - 100023

MOLE

%	AGE					
	<10	20-29	30-39	40-49	50-59	
99	>21.4	>21.0	>22.0	>21.3	>20.5	Superior
97	23.4	23.0	22.0	21.3	20.5	
90	22.4	21.8	21.0	20.0	19.0	Excellent
85	22.4	21.0	20.0	19.3	18.3	
80	24.7	20.5	19.5	18.5	17.5	
75	21.4	20.0	19.0	18.0	17.0	
70	20.7	19.5	18.5	17.5	16.5	Good
65	19.8	19.0	18.0	17.0	16.0	
60	19.9	19.5	17.5	16.3	15.5	
55	18.7	18.0	17.0	16.0	15.0	
50	18.0	17.5	16.5	15.3	14.5	Fair
45	17.3	17.0	16.0	15.0	14.0	
40	16.5	16.5	15.5	14.3	13.3	
35	16.0	16.0	15.0	14.0	13.5	
30	15.5	15.5	14.5	13.3	12.0	Poor
25	14.1	16.0	13.0	12.5	11.2	
20	13.8	14.4	13.0	12.0	10.5	
15	11.0	12.5	12.0	11.0	9.7	
10	10.5	12.3	11.0	10.0	8.5	Very Poor
5	9.2	10.5	9.3	8.3	7.0	
1	<9.4	<10.5	<9.3	<8.3	<7.0	

FLUORESCENCE TEST  
517 AND 520CM - INCHES

FEMALE

%	AGE					
	<10	20-29	30-39	40-49	50-59	
99	>24.3	>24.0	>24.0	>22.8	>23.0	Superior
95	24.3	24.0	24.0	22.8	23.0	
90	24.3	23.8	22.8	21.8	21.8	Excellent
85	23.3	23.0	22.8	21.3	21.0	
80	23.5	22.3	21.5	20.5	20.3	
75	22.3	22.0	21.0	20.0	20.0	
70	22.0	21.5	20.5	19.8	19.3	Good
65	21.8	21.0	20.3	19.1	19.0	
60	21.8	20.8	20.0	19.0	18.5	
55	21.5	20.3	19.5	18.3	18.0	Fair
50	21.0	20.0	19.0	18.0	17.9	
45	20.8	19.8	18.8	18.0	17.0	
40	20.5	19.3	18.3	17.3	16.8	
35	20.3	19.0	17.8	17.0	16.5	
30	19.3	18.2	17.3	16.3	15.5	Poor
25	19.5	17.8	16.8	16.0	15.3	
20	18.8	17.8	16.5	16.0	15.8	
15	17.8	16.4	15.3	14.8	14.0	
10	14.8	13.4	12.4	11.0	10.2	Very Poor
5	14.8	14.1	12.0	10.8	10.3	
1	<14.8	<14.1	<12.0	<10.8	<10.3	

MUSCULAR ENDURANCE  
1 MINUTE SIT UP - NUMBER

MALE

I	AGE					
	<20	20-24	25-29	30-34	35-39	
89	>61.7	>55.0	>51.0	>47.0	>43.0	Superior
85	61.7	56.0	51.0	47.0	43.0	Excellent
80	56.0	51.7	48.0	43.0	39.0	
75	51.0	47.0	43.0	40.0	36.0	Good
70	47.0	43.0	40.0	37.0	33.0	
65	43.0	40.0	37.0	34.0	31.0	Fair
60	39.0	36.0	33.0	30.0	27.0	
55	35.0	32.0	29.0	26.0	23.0	Poor
50	31.0	28.0	25.0	22.0	19.0	
45	27.0	24.0	21.0	18.0	15.0	Very Poor
40	23.0	20.0	17.0	14.0	11.0	
35	19.0	16.0	13.0	10.0	7.0	
30	15.0	12.0	9.0	6.0	3.0	
25	11.0	8.0	5.0	2.0	0.0	
20	7.0	4.0	1.0	0.0	0.0	
15	3.0	0.0	0.0	0.0	0.0	
10	0.0	0.0	0.0	0.0	0.0	
5	0.0	0.0	0.0	0.0	0.0	
1	<24.4	<22.4	<20.0	<17.0	<12.0	

MUSCULAR ENDURANCE  
1 MINUTE SIT UP - NUMBER

SCALE

		AGE					
		20-29	30-39	40-49	50-59	60-69	
99	>51.8	>57.0	>42.0	>37.5	>30.1		Superior
95	54.8	57.0	42.0	37.5	30.1		
90	54.0	48.5	40.0	34.0	29.0		
85	48.8	48.5	37.5	32.0	26.5		Excellent
80	45.6	44.0	35.0	29.0	24.0		
75	40.0	42.0	33.0	28.0	22.0		
70	37.6	41.0	32.0	27.0	22.0		Good
65	37.0	39.5	30.0	25.0	21.0		
60	36.2	38.0	29.0	24.0	20.0		
55	34.8	37.0	28.0	23.0	18.5		
50	34.0	36.5	27.0	22.0	17.0		Fair
45	34.0	34.0	26.0	21.0	16.0		
40	31.0	32.0	25.0	20.0	14.0		
35	29.5	31.0	24.0	19.0	13.0		
30	29.0	29.5	22.0	17.0	12.5		Poor
25	29.0	28.0	21.0	15.5	11.0		
20	28.5	27.0	20.0	14.0	10.0		
15	25.5	26.0	18.0	13.5	7.0		
10	25.2	22.5	15.0	10.0	5.5		Very Poor
5	25.3	18.3	11.0	6.5	5.0		
1	<25.2	<18.3	<11.0	<6.5	<5.0		



1. The value of  $R^2$  is  $0.70$   
 2.  $(15/20) = 0.75$   $0.75 > 0.70 = R^2$

1 REPETITION MAXIMUM BENCH PRESS

Bench Press Weight Ratio =  $\frac{\text{Bench Press in lbs.}}{\text{Body Weight in lbs.}}$

MALE  
AGE

Age	<20	20-29	30-39	40-49	50-59	Rating
99	>1.75	>1.63	>1.51	>1.39	>1.27	Superior
95	1.75	1.63	1.51	1.39	1.27	
90	1.64	1.52	1.40	1.28	.97	Excellent
85	1.53	1.41	1.29	1.04	.89	
80	1.42	1.30	1.18	1.00	.90	
75	1.31	1.20	1.08	.90	.87	
70	1.24	1.12	1.04	.93	.84	Good
65	1.23	1.12	1.01	.90	.81	
60	1.19	1.14	.98	.84	.79	
55	1.16	1.10	.96	.86	.77	
50	1.13	1.06	.93	.84	.78	Fair
45	1.10	1.03	.90	.82	.73	
40	1.06	.99	.88	.80	.71	
35	1.03	.96	.86	.78	.70	
30	.94	.85	.83	.76	.68	Poor
25	.83	.80	.81	.74	.66	
20	.89	.84	.78	.72	.63	
15	.80	.84	.75	.69	.60	
10	.81	.80	.71	.60	.57	Very Poor
5	.76	.72	.66	.54	.53	
1	<.75	<.72	<.65	<.50	<.53	

REPEITION MAXIMUM EDGE PRESS

Batch Press height nation =  $\frac{\text{Weight Pushed in Lbs.}}{\text{Body Weight in Lbs.}}$

MALE

X	AGE					
	<20	20-29	30-39	40-49	50-59	
99	>.99	>1.01	>.82	>.77	>.48	Superior
98	.98	1.01	.82	.77	.68	
90	.88	.90	.76	.71	.61	
88	.87	.83	.72	.66	.57	Excellent
80	.77	.80	.70	.62	.53	
78	.76	.77	.68	.60	.51	
70	.64	.74	.62	.57	.48	Good
68	.72	.72	.62	.58	.50	
60	.65	.70	.60	.54	.44	
58	.64	.68	.58	.53	.47	
50	.63	.65	.57	.52	.46	Fair
48	.60	.63	.55	.51	.43	
40	.57	.58	.52	.48	.44	
38	.58	.58	.52	.48	.43	
30	.54	.56	.51	.47	.42	Poor
28	.55	.53	.49	.46	.41	
20	.53	.51	.47	.43	.39	
18	.52	.50	.45	.42	.38	
10	.50	.48	.42	.38	.37	Very Poor
8	.41	.43	.38	.35	.30	
6	<.61	<.62	<.51	<.45	<.30	

# APPENDIX 3 – SALARY SCHEDULES

*Detailed Salary Schedule 2013*

**Police FY 2013 Pay Scale**  
*(Effective 7/1/2012-6/30/2013)*

*Suspend annual step advancement*

**Officer**  
Annual  
Bi-Weekly  
Hourly Rate

Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
36,711.35	38,501.02	40,292.89	42,082.56	43,867.83	45,657.50	47,447.17	49,234.63	51,024.30	52,813.97	54,608.05	55,404.92	56,215.01	57,038.30	57,872.60	58,720.10
1,411.975040	1,480.808480	1,549.726560	1,618.560000	1,687.224240	1,756.057680	1,824.891200	1,893.639640	1,962.473120	2,031.306560	2,100.309600	2,130.958480	2,162.115760	2,193.780800	2,225.869280	2,258.465440
17.649688	18.510106	19.371582	20.232000	21.09303	21.950721	22.811140	23.670495	24.530914	25.391332	26.253870	26.636981	27.026447	27.422260	27.823366	28.230818

**Sergeant**  
Annual  
Bi-Weekly  
Hourly Rate

59,464.15	62,312.65	65,165.56	68,018.46	70,869.17	73,724.27	74,811.72	75,912.38	77,030.65
2,287.082720	2,396.640400	2,506.367680	2,616.094640	2,725.737360	2,835.548880	2,877.373840	2,919.706960	2,962.717360
28.488534	29.958005	31.329596	32.701183	34.071717	35.444361	35.967173	36.496337	37.033967

**Police FY 2014 Pay Scale**  
*(Effective 7/1/2013-6/30/2014)*

*Suspend annual step advancement*

**Officer**  
Annual  
Bi-Weekly  
Hourly Rate

Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
36,711.35	38,501.02	40,292.89	42,082.56	43,867.83	45,657.50	47,447.17	49,234.63	51,024.30	52,813.97	54,608.05	55,404.92	56,215.01	57,038.30	57,872.60	58,720.10
1,411.975040	1,480.808480	1,549.726560	1,618.560000	1,687.224240	1,756.057680	1,824.891200	1,893.639640	1,962.473120	2,031.306560	2,100.309600	2,130.958480	2,162.115760	2,193.780800	2,225.869280	2,258.465440
17.649688	18.510106	19.371582	20.232000	21.09303	21.950721	22.811140	23.670495	24.530914	25.391332	26.253870	26.636981	27.026447	27.422260	27.823366	28.230818

**Sergeant**  
Annual  
Bi-Weekly  
Hourly Rate

59,464.15	62,312.65	65,165.56	68,018.46	70,869.17	73,724.27	74,811.72	75,912.38	77,030.65
2,287.082720	2,396.640400	2,506.367680	2,616.094640	2,725.737360	2,835.548880	2,877.373840	2,919.706960	2,962.717360
28.488534	29.958005	31.329596	32.701183	34.071717	35.444361	35.967173	36.496337	37.033967

**Police FY 2015 Pay Scale**  
*(Effective 7/1/2014-6/30/2015)*

*Resume annual step advancement on anniversary/promotion date & advance one additional step on last pay period of FY 2015*

**Officer**  
Annual  
Bi-Weekly  
Hourly Rate

Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
37,211.35	39,001.02	40,792.89	42,582.56	44,367.83	46,157.50	47,947.17	49,734.63	51,524.30	53,313.97	55,108.05	55,904.92	56,715.01	57,538.30	58,372.60	59,220.10
1,431.203809	1,500.039249	1,568.957329	1,637.790769	1,706.455009	1,775.268449	1,844.121969	1,912.870369	1,981.703889	2,050.537329	2,119.540369	2,150.189249	2,181.346529	2,213.011569	2,245.100049	2,277.696209
17.890073	18.750491	19.611967	20.472385	21.330888	22.191106	23.051525	23.910880	24.771299	25.631717	26.494255	26.877366	27.266832	27.662645	28.063751	28.471203

**Sergeant**  
Annual  
Bi-Weekly  
Hourly Rate

59,964.15	62,812.65	65,665.56	68,518.46	71,369.17	74,224.27	75,311.72	76,412.38	77,530.65
2,306.313489	2,415.871169	2,525.598449	2,635.325409	2,744.968129	2,854.779649	2,896.604609	2,938.957729	2,981.948129
28.828919	30.198390	31.569981	32.941568	34.312102	35.684746	36.207558	36.736722	37.274352

**Police FY 2016 Pay Scale**  
*(Effective 7/1/2015-6/30/2016)*

*Continue annual step advancement on anniversary/promotion date & advance one additional step on last pay period of FY 2016*

**Officer**  
Annual  
Bi-Weekly  
Hourly Rate

Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
38,211.35	40,001.02	41,792.89	43,582.56	45,367.83	47,157.50	48,947.17	50,734.63	52,524.30	54,313.97	56,108.05	56,904.92	57,715.01	58,538.30	59,372.60	60,220.10
1,469.667348	1,538.500788	1,607.418868	1,676.352308	1,744.916548	1,813.749988	1,882.583008	1,951.331908	2,020.165428	2,088.998868	2,158.001908	2,188.650788	2,219.808068	2,251.473108	2,283.561588	2,316.157748
18.370842	19.231260	20.092736	20.953154	21.811457	22.671875	23.532294	24.391649	25.252068	26.112486	26.973024	27.358135	27.747601	28.143414	28.544820	28.951972

**Sergeant**  
Annual  
Bi-Weekly  
Hourly Rate

60,964.15	63,812.65	66,665.56	69,518.46	72,369.17	75,224.27	76,311.72	77,412.38	78,530.65
2,344.775028	2,454.332708	2,564.059988	2,673.786948	2,783.429668	2,893.241188	2,935.065148	2,977.399268	3,020.409668
29.309888	30.679159	32.050750	33.422337	34.792871	36.165515	36.688327	37.211491	37.755121

#### APPENDIX 4- SICK LEAVE BANK PROGRAM

(1) A sick leave transfer program for Members shall be established to provide that any eligible Member may transfer unused accrued sick leave hours to another eligible employee experiencing disabling illness or injury or a death in the immediate family. The program shall be administered by the division of human resources.

(2) The following definitions shall apply to this section:

(a) *Member* means a sworn employee of the Division of Police who has completed his initial probationary period.

(b) *Recipient* means a Member who is eligible to receive sick leave benefits under this program.

(c) *Donor* means a Member who meets the requirements to transfer leave under this program.

(d) *Disabling illness or injury* means a medically certified illness or injury of a Member or his family member, which will result in the Member being absent from duty for at least ten (10) consecutive working days, for which the Member does not have available paid leave and which may result in the Member incurring a substantial loss of income.

(e) "Disabling illness or injury" does not include self inflicted injuries, job related illnesses or injuries covered by workers compensation, illnesses or injuries covered by automobile insurance benefits, and/or illnesses or injuries suffered as a result of secondary employment.

(f) *Family member* means a parent, spouse, child (including adopted children), grandparent, spouse's parent, spouse's grandparent, any relative for whom a Member is legally responsible, or relatives who are residing with and are under the care of an Member during the relative's disabling illness or injury.

(3)(a) A donor wishing to transfer unused accrued sick leave to a qualified recipient must file the appropriate form with the division of human resources requesting that a specified number of hours of accrued sick leave be transferred to another eligible named Member. However, only Members with a sick leave balance of over six hundred (600) hours are eligible to be donors and a Member's requested transfer of sick leave may not result in that Member's sick leave balance dropping below six hundred (600) hours.

(b) The minimum number of sick leave hours that a Member may transfer annually is eight (8). The maximum number of sick leave hours that a Member may donate annually is sixty (60).

(4) Once the proper documentation has been submitted by both the proposed recipient and donor Members, the human resources department shall within five (5) days of receipt review the documentation and notify the donor and recipient, in writing, if they meet the eligibility requirements of this program. If so, the recipient shall be entitled to use the transferred sick leave under this program. However, a Member is not eligible to be a recipient of transferred sick

leave until he or she has exhausted all available paid leave, including sick leave, vacation, holiday and compensation time.

(a) Members may receive benefits under this program in addition to benefits being received through long term disability plans, as long as the combined benefits do not exceed the Member's regular gross salary.

(b) Benefits to a Member on maternity/paternity leave shall be available only if the Member's new born child suffers from a serious medical condition that requires an absence longer than the employee's original request for maternity/paternity leave.

(5) Transferred sick leave will be paid at the recipient's regular rate of pay and on the government's regular pay periods.

(6) Transferred sick leave may only be used by a recipient while he, she or a family member is experiencing a disabling illness or injury. It is the responsibility of the recipient Member to notify the division of human resources, in writing, within five (5) days from the date that his or her disabling injury or illness no longer exists. Further, in the event of the recipient's death or retirement, or if his or her employment is terminated, the recipient is no longer eligible to receive sick leave transfer benefits.

(7) While receiving sick leave transfer benefits, a recipient Member shall accrue sick and vacation leave. A paid holiday occurring during an approved benefit period shall be paid as a holiday, and not paid as transferred sick leave.

(8) A Member receiving sick leave transfer benefits must comply with the provisions of Article 24.

(9) Any sick leave transfer benefits received under this program will run concurrently with all other leaves set forth in this Agreement.

(10) Once sick leave has been transferred under this program, it cannot be restored to the donor for any reason.

(11) No Member shall directly or indirectly intimidate, threaten or coerce or attempt to intimidate, threaten or coerce any other Member for the purpose of interfering with that Member's right to participate in this program, including the donation, receipt, or use of transferred sick leave. For the purposes of this section, "intimidate, threaten or coerce" shall include, but not be limited to, the promise to confer or conferring any benefit related to employment or affecting or threatening, to affect any reprisal against any other employee.

(12) The director of human resources shall make reasonable rules and regulations to implement this section and a copy of the sick leave transfer program shall be on file in the division of human resources.