

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

AND

**LEXINGTON PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 526
Firefighters, Lieutenants and Captains**

May 17, 2018 - June 30, 2020

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, effective upon signing by all parties, by and between Lexington-Fayette Urban County Government (“LFUCG” or “Employer”) and the Lexington Professional Fire Fighters, IAFF Local 526 (“IAFF” or “Local 526” or “Union”), by which said parties hereby agree upon the terms as hereinafter set out concerning wages, benefits, hours, and terms and conditions of employment of those employees contained within Article 1 (Union Recognition) (referred to hereafter as “Employees,” “Members,” or “Bargaining Unit Members”).

ARTICLE 1

UNION RECOGNITION

Section 1. LFUCG recognizes Local 526 as the sole and exclusive bargaining agent for all employees of the LFUCG Division of Fire and Emergency Services Division within the rank of Firefighter, Lieutenant and Captain for the purpose of Collective Bargaining on all matters related to wages, benefits, hours, or terms and other conditions of employment.

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

Section 3. Local 526 recognizes the Mayor and/or the Mayor’s designees as the sole representative of LFUCG for purposes of Collective Bargaining Negotiations.

ARTICLE 2

MANAGEMENT RIGHTS OF LFUCG

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

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

The powers, rights and or authority herein of the Employer are not to be exercised in a manner that will undermine Local 526, or as an attempt to evade or to violate the provisions of this Agreement.

ARTICLE 3

WORK RULES

Section 1. Local 526 recognizes that the Employer has the right to promulgate reasonable work rules, policies, procedures, or standard operating procedures. Work rules shall not be applied in violation of the terms of this Agreement.

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

Section 3. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to Bargaining Unit employees will be posted or otherwise communicated to the affected employees in advance, which will include email communications; provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that LFUCG implement a change immediately.

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

NO STRIKES, WORK STOPPAGES, AND SLOWDOWNS

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

ARTICLE 6

DUES CHECKOFF

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

Section 2. Nothing herein shall limit the rights of the parties, if any, to pursue remedies for violation of any provision under the Article, including without limitation the right any party may have to pursue remedies that could require reimbursement for the ex-

penses (including attorney fees) of defense of litigation resulting from failure to comply with this Article of this Collective Bargaining Agreement.

Section 3. It is Local 526's policy that a member who is called up to active military duty is relieved of the obligation to pay dues but their obligation resumes when the individual returns to full duty for LFUCG. Therefore, LFUCG will resume dues deductions for those employees whose dues were being deducted before they were called up. The LFUCG shall notify Local 526 when a Bargaining Unit member has returned to work, and in turn Local 526 will notify LFUCG that dues deduction should be resumed.

ARTICLE 7

UNION BUSINESS/REPRESENTATION

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

- a. Attend meetings with LFUCG Management, and consult with the LFUCG or his representatives, concerning the enforcement of any provision of this Agreement, provided that the number of Union representatives shall be reasonable and shall not exceed two (2) members unless LFUCG specifically agrees otherwise;
- b. Transmit communications, authorized by Local 526 or its Officers to the LFUCG or his representatives;
- c. Local 526 shall be permitted to address each recruit class up to four (4) hours. Such time will not be a part of the Division of Fire and Emergency Services scheduled curriculum. Attendance shall be optional for recruits; non-attending recruits may be assigned other duties. This time frame shall be afforded to Local 526 and will be allotted within the first ten (10) weeks of the recruits entering the Training Academy.
- d. Local 526 shall be permitted to send and receive Email and documents related to Union business over the LFUCG computer system, provided use of LFUCG Email facilities shall be reasonable and compliant with LFUCG policy.
- e. Local 526 shall be permitted to use fire station phones for Union business provided such usage must be compliant with LFUCG telephone policy and shall not incur costs to LFUCG.
- f. Local 526 members shall be allowed to affix one (1) IAFF helmet sticker to their helmet, not to exceed two and one half (2 ½) inches in diameter and affixed in a manner not to interfere with safety and reasonable placement. Local 526 members

may also wear a navy blue union t-shirt with Lexington Fire Department on the back with company designation on duty according to Lexington Fire Department and Emergency Services policy. On short sleeve polo shirts members may choose to have embroidered in small letters Local 526 with an IAFF Logo at the end right above the elastic cuff.

Section 2. Bargaining Unit members (hereinafter also referred to as “employees”, “members”, or “Bargaining Unit employees”) elected or appointed by the Local 526 President to represent the Local 526 at Union functions, shall be granted paid leave (Absent With Leave - AWL) up to a maximum of eight hundred (800) hours annually (not including the Union President) to attend the following:

- a. Any regular and special Union meetings (limited to three (3) members at a time, and provided that Local 526 shall notify the Chief immediately upon the scheduling of a special meeting, and Bargaining Unit members granted leave under this section shall not be absent for any period longer than required to attend the meeting);
- b. State or IAFF conventions, seminars, conferences not to exceed three (3) members per day at one time, not to exceed a cumulative total of five hundred four (504) hours per year of AWL leave. Up to one hundred (100) hours unused time may be carried over to the next year, such that the available total shall never exceed six hundred four (604) hours. Local 526 shall provide thirty (30) calendar days advance notice of such events to the Chief for his approval, which shall not be unreasonably withheld.

Section 3. In addition LFUCG shall also provide to Local 526’s President, or any other member designated by the Local 526 President, with notice to the Chief, paid leave (AWL) to attend each session of the State Legislature, as well as any scheduled meetings of the LFUCG Council. Local 526 may designate one (1) additional member to attend. However, paid leave for such additional member shall be charged to the 504-hour total in Section 2(b) above. Employees granted leave to attend a Council session under this section shall not be absent for any period longer than required to attend the session.

Section 4. Local 526 representatives shall be able to perform necessary activities related to processing a grievance without loss of pay up to a cumulative total of ten (10) hours per month, with no carryover from month to month.

Section 5. Local 526 shall provide the Fire Chief with an official written roster of its Union representatives and shall include name and Union position held. The number of Union representatives covered by this Article shall not exceed ten (10) in number.

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

ARTICLE 8

DEFINITION OF DIVISION SENIORITY

Section 1. Seniority shall be determined by continuous service in the LFUCG Division of Fire and Emergency Services calculated from the initial employment date with the Division of Fire as a Firefighter. However, seniority shall not apply until successful completion of the initial probationary period, whereupon Division seniority shall retroactively begin as of the date of employment as a Firefighter in the Division of Fire. Seniority shall be continuous unless broken by resignation, termination, retirement, or loss of recall-from-layoff rights as provided within Article 15 (Layoffs). Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list.

Section 2. The Employer shall prepare and maintain a seniority list indicating employee name, seniority date and current classification. Such lists shall be updated annually, posted in appropriate work locations and a copy given to Local 526.

Section 3. Seniority for Lieutenants and Captains shall be defined as time in rank except for layoffs and scheduling of leaves, where this will be determined as in Section 1. Also when a Lieutenant and a Captain are bidding for the same open position the rank of Captain will be defined as senior to Lieutenant.

ARTICLE 9

PROBATIONARY PERIODS

Section 1. Upon completion of pre-entry training a recruit Firefighter will begin a twelve (12) month probationary period. During such period, the Employer shall have the discretion to discipline or discharge such Bargaining Unit member(s) and any such action shall not be appealable through any grievance procedure contained herein. If a probationary Firefighter employee is absent from work or on modified duty for an equivalent of five (5) or more tours during his or her probationary period, the probationary period will be extended by the amount of time the employee was absent.

Section 2. All newly promoted Bargaining Unit members shall serve a promotional probationary period of one hundred eighty (180) calendar days, during which time LFUCG shall have the discretion to demote them to their prior rank. However, any such demotion shall be for a reason or reasons stated in writing, and shall be subject to review in the grievance and arbitration procedure for arbitrariness and capriciousness. A demotion during the promotional probationary period shall not be deemed disciplinary action, and therefore shall not be subject to the provisions of Section 6 of Article 13. If a promoted Employee is absent from work or on modified duty for an equivalent of five (5) or more work days during his or her probationary period, the probationary period will be extended by the amount of time the Employee was absent.

Section 3. 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 the terms of the probationary period as outlined in Section 1.

ARTICLE 10

ASSIGNMENTS, VACANCIES, AND TRANSFERS

Section 1. All openings except Emergency Care Unit openings will be posted on the Fire Department intranet for seven (7) days. For Emergency Care Units, the Chief or designee shall consult with Employees before making an assignment. For other openings, Bargaining Unit members may express their interest in an opening by placing their name electronically on the appropriate list. Members shall email their request for transfer to their affected chain of command (i.e. Company Officer, District Major, Battalion Chief, and/or Bureau Commander).

Section 2. Assignments and transfers shall not be based on reasons that are arbitrary or based on personal feelings. Seniority shall be given consideration but shall not be controlling. The reason(s) for the selection shall be communicated to the affected Bargaining Unit members via email.

Section 3. The Chief may consult with line officers on the selection for openings, assignments and transfers but is not bound by the opinions expressed.

Section 4. Paramedic rotation off Emergency Care Units will be based upon the date of original assignment and will be by platoon. This will not preclude reassignment to an Emergency Care Unit at the direction of the Chief based upon the needs of the Division.

Section 5. LFUCG reserves the right to make and change assignments or transfer Bargaining Unit members at any time based upon the operational needs of the division as determined by the Chief consistent with Section 2.

ARTICLE 11

PROMOTIONS

Section 1. The Director of Human Resources (“Director”) and the Chief of the Division of Fire and Emergency Services (“Division”) shall maintain the promotion list of eligibles for each rank. All promotion process components, including all examinations, shall be job related.

Section 2.

- a. An applicant for the position of Fire Lieutenant must have completed at least seventy-two (72) uninterrupted months of satisfactory service in the Division. The last twenty-four (24) months of such service must be free of any suspensions of more than twenty-four (24) hours’ work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current Lieutenant Promotion list, and shall include any special assignment while on approved leave of absence.
- b. An applicant for the position of Fire Captain must have completed at least eighty-four (84) uninterrupted months of satisfactory service in the Division. The last twelve (12) months of prior service must have been in the grade as Fire Lieutenant and the last twenty-four (24) months of prior service must be free of any suspensions of more than twenty-four (24) hours’ work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current Captain Promotional list, and shall include any special assignment while on approved leave of absence.
- c. An applicant for the position of Fire Major must have completed at least one hundred twenty (120) uninterrupted months of satisfactory service in the Division. The last twelve (12) months of prior service must have been in the grade as fire captain and the last twenty-four (24) months of prior service must be free of any suspensions of more than twenty-four (24) hours’ work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current major promotional list, and shall include any special assignment while on approved leave of absence.
- d. Each applicant for promotion shall apply for the position using the LFUCG human resources software program before the official filing deadline date in order for the candidate to be considered for promotion.
- e. Time spent in an "acting capacity" shall not be considered in computing the "time in grade" requirements of this section.
- f. Each applicant shall receive seniority points beginning after the completion of his or her 8th year of service as a sworn member of the department. The max-

imum number of seniority points that any applicant can receive is 5. Each point shall be multiplied as a percent of the applicant's combined earned score, and then added onto the final score before the applicant is ranked (Example: The applicant has 13.5 years of service time with the department. He is credited with 3 seniority points. He scores a combined score of 75 before the application of any seniority points. After applying the points his final score will be 77.25). Seniority points shall be accrued as follows:

Years of Service

- 9.00 to 10.99 = 1 point
- 11.00 to 12.99 = 2 points
- 13.00 to 14.99 = 3 points
- 15.00 to 16.99 = 4 points
- 17.00 or more = 5 points

- g. The provisions listed in subsections i, ii, iii, and iv below will apply beginning with the Fall 2018 Promotional Processes. Each point shall be multiplied as a percent of the applicant's combined earned score, and then added onto the final score before the applicant is ranked. To receive the point, the applicant must provide proof of completion of the class.
 - i. With respect to the promotional process for lieutenant, LFUCG shall award the following fire training points for successful completion of the following courses:
 - 1 point for two of the following courses:
 - Leadership I
 - Kentucky Fire Inspector I
 - IFSAC Level I Fire Instructor
 - Leadership in Supervision: Professional Growth (646)
 - Preparation for Initial Company Operations
 - ii. With respect to the promotional process for captain, LFUCG shall award the following fire training points for successful completion of 2 of the following courses:
 - 1 point for two of the following five courses:
 - Leadership II
 - Leadership III
 - Decision Making for Initial Company Operations (DMICO)
 - Command and Control of Incident Operations (312)
 - EMS Incident Operations (147)
 - Leadership in Supervision II: Perspectives in Thinking (647)
 - Leadership in Supervision III: Frameworks to Success (648)
 - iii. With respect to the promotional process for major, LFUCG shall award the following fire training points for successful completion of the following courses:

- 1 point for two of the following four courses:
 - Leadership III
 - Strategy and Tactics for Initial Company Operations
 - FEMA NIMS 300
 - FEMA NIMS 400
 - Decision Making at Multi Alarm Incidents (297)

Section 3.

- a. All written examinations shall be by tests administered by the Division of Human Resources from questions developed by an organization competent to prepare such questions, who shall be authorized by the Director and approved by the Commissioner of Public Safety. The source of testing material for all promotions shall be the Division's Policy Statements and Standard Operating Procedures (SOPs), uniform disciplinary guidelines (UDG), LFD Field Operation Guides, current collective bargaining agreement, and not more than three (3) additional textbooks recommended by the Fire Chief and his staff by January 15th of the promotion test year for authorization by the Director and approval by the Commissioner of Public Safety. Upon approval by the Commissioner of Public Safety, the recommended textbooks shall be posted in the Division of Human Resources and all Division of Fire and Emergency Services locations. After March 1, no additions or changes will be made to the testing materials that deal with Policy Statements, Field Operation Guides, uniform disciplinary guidelines (UDG), and SOP's.
- b. The written examination will be given to all eligible applicants at the same time for the rank of the position being tested. Written examination answer sheets shall be identified by number and the numbered control sheets shall be confidential. All answer sheets shall be electronically scored immediately after the written examinations. Fifty percent of the written test shall come from the Division's Policy Statements and Standard Operating Procedures (SOPs), CBA, UDG, and FOG manuals and fifty percent from the three (3) textbooks approved by the Fire Chief.
- c. The specific examination score of an applicant shall be given immediately upon completion of the written examination. Any candidate who does not attain a raw score of seventy (70) percent on the written examination shall be eliminated from further testing. If more than fifty (50) applicants attain a raw score of seventy (70) percent on the written examination, only the top fifty (50) will advance to the next step of the testing process.
- d. In even number years promotional testing for Lieutenants and Captains will be conducted during the last half of August and the month of September and promotional testing for Majors will be conducted during the month of November and the first half of December. In the event of a freeze on promotions, any vacancies created during the freeze shall be filled from existing lists. If

necessary to fill vacancies, promotional testing may be conducted at the discretion of the Chief when a promotional list has been exhausted.

Section 4. The practical performance examination elements shall be an Assessment Center style test developed under the guidelines set by the Fire Chief and his staff. In the event LFUCG contracts with an outside agency to conduct assessments, the procedures in the following provisions may be modified by the Fire Chief to be consistent with the assessments provided by the outside agency.

a. The Assessment Center process may be administered by a consultant independent of LFUCG and LFD. LFUCG may contract with the consultant to design and administer an Assessment Center promotional process for LFD. The Local 526 president shall be included in the panel reviewing and recommending the proposal and award of the contract for the Assessment Center. The consultant is responsible for the preparation and security of each promotional Assessment Center. The Assessment Center consultant may be an individual or company with proven expertise in the field of administering the entire Assessment Center process.

b.

1. The process will include not less than three exercises that test the candidate's ability to satisfactorily perform the exercise and must include at least one Fire Ground Tactical Scenario. The exercises may include testing for the following attributes:

- Problem Analysis
- Judgment
- Planning and Organization
- Oral Communications
- Leadership
- Decisiveness
- Self-Initiative
- Adaptability
- Interpersonal Skills
- Written Communication Skills

It is understood that not all of the attributes listed above may be tested in each exercise. The specific attributes tested in each exercise will be based on results of the LFD Job Task Analysis.

2. At least two (2) separate orientation sessions to explain the Assessment Center Process will be provided, not less than thirty (30) days prior to the first day that the Assessment Center is convened. The orientations will provide information, examples, and explanations on all aspects of the Assessment Center Process.

3. Each applicant's exercises (which may be a videotape) will be presented to an evaluation board for assessment and scoring. The evaluation board shall consist of a minimum of three (3) evaluators who shall be of equal rank or higher than the level of the position being tested. The members of the evaluation board shall be from out-of-state fire departments with staffing at least three hundred (300) career members with recognized IAFF locals or greater.
 4. The Fire Chief shall appoint a subject matter specialist, who shall assist the evaluation board. The subject matter specialist shall address any questions or discrepancies with the evaluation board, using the applicable testing material.
- c. All evaluation board grading forms shall be collected and tallied by the Division of Human Resources or the Assessment Career consultant and shall be recorded immediately after each applicant's assessment is completed and forwarded to the Division of Human Resources. Applicants will be provided an opportunity to review their scores.

Section 5.

- a. All oral examinations shall be conducted by an interview board consisting of the following:
1. Two Staff officers with the rank of Battalion Chief or higher from the Division of Fire and Emergency Services.
 2. Two fire service members of a comparable or higher rank of the position being tested from out of state departments.
 3. A member of the community approved by the Director of Human Resources and the Commissioner of Public Safety.
 4. The Director or designee from the Division of Human Resources, who will not be a voting member of the interview board.
- b. The oral examination shall consist of the following matters weighted as noted:
1. Questions developed by the Division of Human Resources and approved by the Commissioner of Public Safety weighted at fifteen percent (15%) of the total score, and the candidate's absenteeism record for the two (2) year period prior to the application filing deadline, weighted at five percent (5%) of the total score. Absenteeism shall be considered as absent without approved leave (AWOL), late, suspended without pay and absence, all as defined in Division of Fire and Emergency Services' policy.

2. The oral examination board shall ask each candidate the same questions and shall not discuss the candidates among themselves.
3. If practical and oral portions are standardized, upon request the LFUCG will provide the standardization formula to the Union President before the examination.

Section 6.

- a. To fill a vacancy in the ranks of Fire Lieutenant, Fire Captain and Fire Major, the names of the five (5) top ranking candidates for each position shall be forwarded to the Fire Chief, who may interview the candidates. The Chief shall choose one (1) of the five (5), which candidate's name shall be forwarded through the LFUCG chain of command to the appointing authority with a recommendation for appointment.
- b. Eligible applications may be certified to the Fire Chief five (5) times for consideration. Thereafter, if not selected, they shall be removed from the list of applicants eligible for promotion. Such removal does not prevent future examinations, eligibility and certification. The promotional lists shall be established on the basis of the highest numerical score computed under the following criteria:
 1. Forty percent (40%) on a written examination.
 2. Forty percent (40%) on a practical performance examination.
 3. Twenty percent (20%) on oral examination, which includes the absenteeism report.

Following the completion of all three (3) phases of the examination criteria by all applicants, the applicants shall be ranked according to their combined numerical scores, as weighted above.

Section 7. All promotional lists shall continue to be in existence for two (2) years or until a new list is posted, whichever is later. A promotional list shall be developed at least thirty (30) days prior to the expiration date of the existing promotion list.

Section 8. The intent of this promotion process shall not be circumvented by acting appointments. Vacancies shall be filled or abolished within thirty (30) days of the beginning of the promotional process, which must begin within sixty (60) days of the vacancy.

Section 9. An applicant serving in an "acting" capacity shall not receive any special promotional consideration because of that assignment.

Section 10. Suspension, for any reason, for more than twenty-four (24) work hours time of an applicant eligible for promotion shall be cause for automatic removal

from any promotion list, but the Employee shall be eligible to take the next promotional exam unless there is an intervening suspension of more than twenty-four (24) hours.

ARTICLE 12

GRIEVANCE PROCEDURE

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

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

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

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

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

Step 2: If the grievance has not been resolved to both parties' satisfaction, it may be presented in writing by Local 526 to the Assistant Chief of Administration within ten (10) business days after the Shift Commander/Bureau Chief's response is due. The Assistant Chief of Administration shall respond to Local 526 Representative in writing within ten (10) business days of their receipt of the grievance.

Step 3: If the grievance has not been resolved, it may be presented in writing by Local 526 to the Fire Chief within ten (10) business days after the response of the Assistant Chief of Administration is due. The Fire Chief or designee shall respond in writing to Local 526 within ten (10) business days.

Step 4: If the grievance has not been resolved after Step 3, it shall be presented in writing by the Union Grievance Committee to the Mayor or the Human Resources Director within ten (10) business days after the response of the Fire Chief is due. The Mayor or the Human Resources Director shall conduct a meeting with Local 526 within ten (10) business days after a grievance is presented. A written response shall be sent to the Union Grievance Committee within ten (10) business days after the meeting.

Step 5: In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of LFUCG, then within ten (10) business days after the rendering of the decision at Step 4, Local 526 may submit the grievance to arbitration. Within this ten (10) business day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached either party shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS), who have offices in Kentucky or in states contiguous to Kentucky. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) business days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

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

The cost involved to obtain the list of arbitrators, and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party making the request, provided, that this fee shall be split equally if both parties desire a reporter or request a copy of a transcript. The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall

be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

Section 5. Any grievance not advanced to the next step by the grievant, within the time limits in that step, shall be deemed resolved by LFUCG's last response. If LFUCG does not respond within the prescribed time limits, the grievance shall advance to the next step of the grievance procedure. The time limits in this Article may be extended by mutual agreement between LFUCG and the grievant, which agreement shall be in writing. All responses to grievances under this Article must be in writing (which may be accomplished electronically through a process established by the parties).

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

ARTICLE 13

CONTRACTING OUT

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

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

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

ARTICLE 14

LAYOFF

Section 1.

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

Upon request from Local 526, during the thirty (30) day notification period, LFUCG agrees to meet with representatives of Local 526 to discuss alternatives to the layoffs and the impact of the layoffs on the Bargaining Unit members.

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

ARTICLE 15

REINSTATEMENT

Section 1. A Bargaining Unit member who has completed their initial probationary period, and who is separated from employment for reasons other than disciplinary action, may apply for reinstatement for a period of one year from the date of their separation. The decision whether to grant a request for reinstatement is in the discretion of LFUCG.

Section 2. If a Bargaining Unit member who voluntarily resigns, unless at the sole discretion of LFUCG, and returns to work within one (1) year after the voluntary resignation and works one (1) full year thereafter, their seniority shall be deemed continuous, less such time as they were not a member of the Lexington Division of Fire and Emergency Services.

Section 3. As a condition of reinstatement the Bargaining Unit Member shall repay any monies removed from the Lexington Police and Fire Pension Fund received upon separation from the Division. If monies are not paid back to the pension fund the member shall start at step 1 of the pay scale.

ARTICLE 16

HEALTH AND SAFETY

Section 1. LFUCG and Local 526 share mutual concern and responsibility for the health and safety of the Bargaining Unit member. LFUCG shall provide a safe and healthy working environment in accordance with applicable state, federal laws and regulations.

Section 2. Any Bargaining Unit member who believes a safety hazard exists, such as unsafe equipment, conditions, or practices should report the situation immediately to the chain of command. LFUCG will then investigate and take necessary corrective steps. Should the Bargaining Unit member believe that the safety hazard still exists sev-

enty-two (72) hours after such notification, they shall have the right to notify the Fire Chief directly in writing of their safety concern.

Section 3. The Division's Safety Committee shall be structured so that it is composed of three (3) Bargaining Unit members whom are appointed by Local 526's President, and three (3) members of the Fire Administration. This Committee shall meet monthly or at mutually agreed upon times to discuss matters of concern and make recommendations. Any member of the Committee may submit items to be included on the agenda for the meeting.

The function of the Safety and Health Committee is to:

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

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

Section 5. LFUCG agrees that all Division of fire and Emergency Services suppression equipment shall be in compliance with all applicable state and federal regulations, and that equipment purchased by LFUCG shall be consistent with NFPA standards at the time of purchase. This section does not address post purchase safety issues.

Section 6. Each Company Officer or Acting-OIC (Officer-In-Charge) shall have discretion to remove apparatus from service if in their opinion the condition of the apparatus requires removal pending inspection by a District Officer. The final decision as to the serviceability of a piece of equipment lies with the Fire Chief or his designee.

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

Section 8. The LFUCG agrees to provide station supplies as needed to ensure sanitary day-to-day operations within the fire stations.

ARTICLE 17

MEDICAL EXAMINATIONS/FITNESS FOR DUTY

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

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

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

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

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

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

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

Section 6. The LFUCG shall provide, without cost to members of the Bargaining Unit, membership to a YMCA in Fayette County. These are single memberships to be paid for by LFUCG. Effective January 1, 2015, the employer will provide a YMCA family rate on the same basis as other LFUCG employees.

Section 7. The LFUCG shall provide a cancer screening (PSA Test over the age of 35 and NMP—22 bladder cancer test) and 12 lead EKG testing/evaluation for all sworn members of the Division of Fire and Emergency Services upon request at their bi-annual physical. A Bargaining Unit member with a positive test result from any cancer screening conducted shall be able to work unrestricted unless restricted by the treating physician.

Section 8. In the event a medical condition covered in this Article is proved to be non-occupational, the expenses shall then be turned over to the Bargaining Unit member's personal health insurance for payment of claims.

ARTICLE 18

ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

II. SCOPE:

A. Alcohol - Scope and Defined

Reporting to work or having at any time during the workday, a detectable odor of an alcoholic beverage on his/her breath, which results in a BAC of 0.02% or above, shall cause the Bargaining Unit member to be disciplined up to and including dismissal.

B. Legal Drugs - Scope and Defined

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

C. Illegal Drugs - Scope and Defined

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

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

- A. **Accident** – Any occurrence of events which leads to property damage, physical injury, or death.
- B. **Actual Physical Control** - Term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.
- C. **Blood Alcohol Content (BAC)** - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage form. **BREATH:** A volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- D. **Blood Alcohol Test (BAT)** - A medically acceptable procedure or scientifically approved instrumentation test to determine the content of alcohol in the blood.

- E. **Chain of Custody** - The ability to identify each person or facility that has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- F. **Drug Paraphernalia** - Any item used for administering, packaging or transporting illegal drugs.
- G. **Drug Test** - Tests scientifically designed and medically approved, that determine the presence of drugs in the body.
- H. **Drugs** - Any chemical substance that adversely alters a mind or body function when entering the body.
- I. **Bargaining Unit member** – Refers to those members who are covered under this Contractual Agreement.
- J. **Evidential Breath-Testing Devices (EBTs)** - A specifically designed device, approved by the National Highway Traffic Safety Administration (NHTSA), used by a certified breath-alcohol technician, following specific breath-testing procedures, in the collection and analysis of breath samples to determine the BAC level.
- K. **Integrity Checks** - A fail safe mechanism, built into the urinalysis/urine drug screen, which measures the level of certain elements normally found in the body that become abnormal when a urine sample to be tested is diluted or altered.
- L. **Medical Staff** - Authorized personnel qualified by license or certification to perform medical procedures.
- M. **Medical Review Officer (MRO)** - A licensed (doctor or doctor of osteopathy) specifically authorized, appointed and approved by the LFUCG, who is responsible for receiving results generated by the authorized and approved LFUCG drug and alcohol testing program laboratory. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with the Bargaining Unit member's medical history and any other relevant biomedical information.
- N. **Positive Drug Screen** - The results of an approved medical or scientific test, properly reviewed and approved by a MRO, that reveal the presence of an illegal substance in the human body, as defined in VIII. "Testing Safeguards, Terminology and Guidelines".
- O. **Reasonable Suspicion** - Whether a reasonable, prudent individual, trained in the symptoms of drug or alcohol abuse would believe, based upon

observation, that someone was under the influence of drugs or alcohol; or that based on observation or information that drugs and/or alcohol is being used or stored on LFUCG property.

- P. **Substance(s)** - As used in this context, a substance is any chemical compound that will adversely alter the mind or body function when entering the body.
- Q. **Testing facilities** - Any physical area contracted by the LFUCG and designed to accurately administer scientific and medically approved tests.
- R. **Urinalysis/Urine Drug Screen** - Urine samples are screened for specified drugs and/or their metabolites utilizing enzyme immunoassay (EIA) using defined cutoffs.
 - 1. Those urines found to be positive by the EIA methodology are then confirmed by gas chromatography mass spectroscopy (GCMS).
 - 2. All urine drug screens and confirmations are to be conducted by a laboratory recognized and approved by the College of American Pathologists (CAP) or Substance Abuse and Mental Health Services Administration (hereafter referred to as SAMHSA) (Formerly: National Institute of Drug Abuse (NIDA)).

IV. **BARGAINING UNIT MEMBER ASSISTANCE PROGRAM (EAP):**

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

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

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

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

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

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

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

- B. **Leave During Treatment:** There will be two (2) types of treatment plans for LFUCG employees:
 - 1. **In-patient followed by Outpatient Phase:** The in-patient phase will be charged as sick leave or other leave, if such is available. If sick or other leave has been exhausted, their status will be changed to leave of absence without pay.
 - 2. **Out-Patient Phase Only:** Normally, the Bargaining Unit member 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 Bargaining Unit members 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. Bargaining Unit members are responsible for all costs not covered by the Bargaining Unit member's medical insurance.

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

- A. Use, possession, distribution, or sale of alcohol, illegal drugs or drug paraphernalia or the unlawful manufacture, distribution, dispensation, possession or use of controlled substances on government property or within government vehicles.

- B. Being impaired anytime during the workday, as a result of using, alcohol, illegal drugs, misusing a legally prescribed drug, or any chemical substance, is prohibited behavior.

- C. Bargaining Unit members who are called to report back to duty are forbidden to report to their work site or job if impaired, and shall immediately, via telephone, notify their supervisor of such.
- D. Being impaired at any time while operating a government owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug, or any chemical substance is prohibited behavior.
- E. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or being impaired at any level by any drug. At no time shall a Bargaining Unit member work displaying the odor of alcoholic beverages on or about his person.
- F. Ingesting any alcoholic substance prior to post-critical incident testing after a Critical Incident or using of any drugs prior to post-critical incident testing after a Critical Incident without medical authorization or under medical treatment.
- G. Storing in a locker, desk, vehicles, or other places on government premises any illegal drug, drug paraphernalia or alcohol which use or possession is unauthorized.
- H. Refusing to provide a blood, urine, saliva or breath sample for testing when required by reasonable suspicion, post critical, or for authorized random testing.
- I. Switching or altering any submitted specimen for testing.
- J. Testing positive for drugs or alcohol.
- K. Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- L. Failure to report to the Bargaining Unit member's immediate Supervisor and/or Chief, the use of any legal drug which may adversely alter the employee's behavior, physical or mental ability.

VI. BARGAINING UNIT MEMBERS' REPORTING RESPONSIBILITIES:

A. LEGAL DRUGS:

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

Bargaining Unit members, 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 Bargaining Unit member from performing the job duties in a safe and productive manner, it shall be the responsibility of the Bargaining Unit member to notify his/her immediate Supervisor, advising them of the limitations the legal drug poses. Supervisors who are aware of such a situation are to instruct the employee to report performance problems to the District Officer.

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

In cases of an unexpected adverse reaction to any legal drug while at work, the Bargaining Unit member, without delay, shall immediately notify their immediate Supervisor.

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

No Supervisor or Chief may assign, direct, or order an impaired Bargaining Unit member to continue operating a vehicle or equipment, or performing a safety sensitive function.

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

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

For the purposes of detecting alcohol and illegal drug use/abuse, drug or breath alcohol test (BAT) will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each employee's constitutional

rights. Refusal to submit to a drug or BAT, under these stipulations, shall be immediate grounds for dismissal.

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

DRUG TESTS AND CUT OFF LEVELS

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

B. TESTING SAFEGUARDS

All testing will conform to Substance Abuse and Mental Health Service Administration (SAMSHA) drug testing protocol. If SAMSHA determines that the drug testing protocol will change, the Division of Human Resources will advise Local 526 of such changes.

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

All positive results will automatically be confirmed utilizing the appropriate determination by a certified laboratory. If an alcohol test is

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

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

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

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

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

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

In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. If the results of the split sample test are negative, the Bargaining Unit member shall be given the benefit of the doubt and no sanctions shall be imposed. If the

results are negative, the Bargaining Unit member shall be reimbursed for the retest expense.

C. REASONABLE SUSPICION TESTING (RST)

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

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

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

D. POST CRITICAL INCIDENT TESTING (PCIT)

1. Any Employee who is involved in any of the following shall immediately notify their supervisor. Unless otherwise determined by the Fire Chief or designee, an Employee shall be tested under the following circumstances:
 - (a) in an accident while operating a Division of Fire and Emergency Services Engine, Ladder Truck or Emergency Care Unit, which results in damages of \$7,500 or more, or while operating any other Division vehicle with property damages of \$5,000 or more, or
 - (b) In a work-related incident resulting in any fatality, or

- (c) In a work-related incident or accident involving any injury requiring emergency treatment, or
 - (d) In a work-related incident involving property damage of \$5,000 or more.
2. Such testing shall be conducted within two (2) to eight (8) hours of the incident or at the Fire Chief or designee's discretion.
 3. Nothing in this section contravenes the right of LFUCG to require testing after a critical incident, injury or accident, based on reasonable suspicion as provided in Section C above, regardless of the nature of the incident or injury, or the amount of damage.

E. RANDOM TESTING (RAN)

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

A Bargaining Unit member selected for random testing through the use of the random selection procedures specified within this Article shall be subjected to testing of his blood, breath or urine, for the presence of alcohol and/or drugs within their system.

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

IX. CONFIDENTIALITY:

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

X. RANDOM SELECTION PROCEDURES

- a. The Division of Human Resources, utilizing a computer-generated program for random selection, shall generate lists of random names from the select pools. Division of Fire and Emergency Services employees shall be tested weekly, at the rate of no more than one point five (1.5%) percent of the pool.
- b. An employee must take photo identification to the nearest designated testing facility within two (2) hours of being notified of their random selection.

- c. Bargaining Unit members who are on vacation, off-duty, or on sick or disability leave, shall not be called in from that status. The Fire Chief or his designee shall immediately notify the Division of Human Resources of any employee who is unavailable for testing.
- d. The President of Local 526 may request, and be provided an opportunity, to review the random selection history at any time.

XI. TESTING FACILITIES

The Division of Human Resources will provide a list of testing facilities to Local 526 and will also notify it of any changes in testing locations or procedures as soon as reasonably possible.

XII. DISCIPLINARY ACTION

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

ARTICLE 19

DISCIPLINE

Section 1. Definitions

- a) Disciplinary action may consist of a written reprimand, suspension, reduction in pay or grade, or dismissal of a Bargaining Unit member.
- b) An informal complaint is an allegation that is investigated and vetted at the level of the appropriate Bureau/Shift Commander.
- c) A formal complaint is an allegation that is forwarded to Internal Affairs for formal investigation.
- d) For purposes of this Article, “days” shall be defined as “business days” (Monday through Friday). If the day of expiration is a weekend or holiday, then the expiration is on the next business day.

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

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

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

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

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

Section 7.

- a. The decision to advance an allegation to a formal complaint must be done within fifteen (15) days of receipt of an allegation, barring unforeseen factors (i.e. members off work for several days, unable to contact complainant, etc.) A formal investigation must be completed and allegations validated within forty-five (45) days of the formal complaint.
- b. Upon validation of the allegations through the formal investigation, a pre-disciplinary hearing shall be provided. The member and the Local 526 shall be provided notice of the hearing at least ten (10) days prior to the hearing. The notice shall include a summary of charges against the member.
- c. Attendance at the hearing shall be compulsory. The member shall be on paid time when the pre-disciplinary hearing is held and overtime shall be paid if required by the provisions of the Agreement.
- d. The Bargaining Unit member shall have the right to be accompanied by a Local 526 representative who may advise the Bargaining Unit member at the hearing. The Bargaining Unit member shall have the opportunity to answer the allegations and charges made against them.
- e. The PDRB (Pre-Disciplinary Review Board) shall make a recommendation of disciplinary action to the Chief.

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

Section 9.

- a. Upon the service of recommended action to the subject employee, the grievance and arbitration procedure set forth in Article 13 (Grievance Procedure) may be invoked by Local 526, in which event the process set forth in Section 6 of the Grievance Procedure Article shall apply.
- b. Should Local 526 decide not to invoke the grievance procedure, the Bargaining Unit member may elect the remedies provided for in KRS 95.450.
- c. Under either the invocation by Local 526 of the grievance procedure, or the election by the Bargaining Unit member of the process under KRS 95.450, no disciplinary action in the form of suspension of over two weeks or dismissal shall be effective, and no Bargaining Unit member shall be deprived of their regular pay and benefits, until final action by an arbitrator under this Agreement or by the LFUCG Council pursuant to KRS 95.450, whichever is later.

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

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

ARTICLE 20

DRIVER'S LICENSE SUSPENSION

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

Section 2. In the event of suspension of a Bargaining Unit member driver's license for a period of sixty (60) calendar days or less, LFUCG shall allow the Bargaining Unit member to continue to work on such assignments as do not require operation of a vehicle. Assignments shall be made at the discretion of the Fire Chief. LFUCG shall not

be required to wait sixty (60) days to remove the employee from service should it be known before then that the license suspension will exceed sixty (60) days.

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

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

ARTICLE 21

PERSONNEL FILES

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

Section 2. LFUCG's responsibilities for Bargaining Unit member's files include upkeep, retention, and production. Appropriate legal purging of files will be completed upon the request of a bargaining unit member.

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

Section 4. No file, record or content therein which has not been presented to the member will be utilized for matters of discipline. In the event the member refuses to acknowledge the discipline, his/her immediate two (2) Supervisors shall sign the form as acknowledgement the member was presented with the discipline. Bargaining Unit members will be provided a copy of the acknowledgement. If the coaching and counseling or oral warning is not agreeable, the member shall be provided the opportunity to rebut the occurrence on the form provided.

Section 5. LFUCG shall follow retention schedules for Bargaining Unit member files that comply with applicable laws and regulations. It is understood by the parties that although some records may not be considered for purposes of discipline, they will remain public records according to applicable law.

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

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

ARTICLE 22

MILITARY LEAVES

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

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

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

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

ARTICLE 23

JURY DUTY/COURT TIME

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

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

Section 3. A Bargaining Unit member released from jury duty/court time prior to the end of the Bargaining Unit member's scheduled work day shall report to work for the remaining time. Failure to report to work when excused by the court shall result in termination of paid jury leave, and may result in disciplinary action.

ARTICLE 24

HOURS OF WORK

Section 1. Bargaining Unit members on a fifty-six (56) hour work week schedule shall work a three (3) platoon system consisting of 1st, 2nd and 3rd Platoons. A work shift shall begin at 0700 hrs and continue until 0700 hrs the following day, making a total of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. The average work week will be fifty-six (56) hours per week.

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

ARTICLE 25

ACTING PAY

Section 1. A Firefighter serving as a Company Officer shall receive in addition to their current hourly rate of pay, five (5%) percent of their current hourly rate of pay, whenever serving as a Company Officer at the direction of LFUCG.

Section 2. A Lieutenant serving in a Ladder Captain's position shall receive in addition to their current hourly rate of pay, five (5%) percent of their current hourly rate of pay whenever serving as a Captain at the direction of LFUCG.

Section 3. A Captain serving as a Major shall receive in addition to their current hourly rate of pay, five (5%) percent of their current hourly rate of pay, whenever serving as a Major at the direction of LFUCG.

Section 4. The Chief or his designee shall make the selection of a qualified fifty-six (56) hour Bargaining Unit member to serve in a higher-ranking position in a manner that will avoid multiple transfers, insofar as possible. Only Firefighters with a minimum of sixty (60) months service are qualified to serve as Company Officers. The sixty (60) month requirement may be waived at the discretion of the Fire Chief for assignments to Emergency Care Units. For the purposes of assignments to the position of District Officer, the assignment shall be made by the Shift Commander. Only non-probationary Officers are qualified to serve in the next higher Officer's rank unless the Chief has certified a probationary Officer to so serve, upon recommendation of the appropriate Shift Commander.

Section 5. The acting position shall be offered to qualified fifty-six (56) hour Bargaining Unit members by seniority within each category in Section 3. Only if there are no qualified Bargaining Unit members within a category shall the position be offered or assigned to Bargaining Unit members in the next category.

Among qualified fifty-six (56) hour Bargaining Unit members, the order of priority for acting pay positions shall be as follows:

- a. Bargaining Unit members assigned to that Platoon and Company who are on an existing eligibility list and are at least five (5) spots from the vacant position.
- b. Bargaining Unit members regularly assigned to that Platoon and that Company and being most senior.
- c. Bargaining Unit members on temporary assignment at that Company.
- d. A Bargaining Unit member working a trade.

ARTICLE 26

VACATIONS

Section 1. Bargaining Unit members shall earn vacation leave at the rate of fourteen (14) hours per month of service for the first eight (8) years of service.

Section 2. Bargaining Unit members with more than eight (8) years of service shall earn vacation leave at the rate of eighteen (18) hours per month of service.

Section 3. Bargaining Unit members with more than fifteen (15) years of service shall earn vacation leave at the rate of twenty-two (22) hours per month of service for the duration of employment.

Section 4. Bargaining Unit members may not carry forward more than three hundred and seventy-six (376) hours of vacation/holiday leave past the pay period which includes December 31.

Section 5. Vacation leave may be taken in minimum increments of four (4) hour blocks for 56-hour Employees (two (2) hour minimum increments for all 40-hour Employees). An Employee will not be permitted to divide a four (4) hour block of time. The twenty-four (24) hour shift will be divided into six (6) four (4) hour blocks, the first block being the first four (4) hours of a shift. For example, if an Employee needs to use six (6) hours of vacation leave, they shall be required to take eight (8) hours of vacation leave. All vacation leave shall be scheduled according to the Scheduling of Leaves Article (34) contained within this Agreement.

Section 6. Bargaining Unit members who become ill while on vacation will be required to furnish a physician's statement for any time which is to be converted from vacation to sick leave.

Section 7. Bargaining Unit members shall be entitled to compensation at their current hourly rate of pay, for any earned but unused vacation leave to their credit at the time of separation.

ARTICLE 27

HOLIDAYS

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

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day (On-duty personnel paid at time and one-half)
- Labor Day
- September 11th
- Veteran's Day
- Thanksgiving Day (On-duty personnel paid at time and one-half)
- The Day After Thanksgiving
- Christmas Eve (On-duty personnel paid at the time and one-half)
- Christmas Day (On-duty personnel paid at time and one-half)

Section 2. Bargaining Unit members assigned to the forty (40) hour work week shall celebrate holidays in accordance with the provisions of Section 1. When a holiday listed in Section 1 above falls on Saturday, the holiday will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday. Bargaining Unit members required to work on any of the recognized holidays shall accumulate holiday leave to be taken at a later date according to Article 34 and any other leave-scheduling policy.

Section 3. Fifty-six (56) hour Bargaining Unit members shall receive twelve (12) hours of holiday leave for each holiday listed in Section 1 as each holiday is celebrated. The twelve (12) hours of holiday leave shall be credited to the Bargaining Unit member's leave bank and is to be scheduled off in minimum increments of four (4) hour blocks (defined in Section 5 of Article 26 – Vacations). All holiday leave shall be scheduled according to the Scheduling of Leaves Article (34) contained within this Agreement.

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

Section 5. It is understood that 40-hour Bargaining Unit members accrue and are charged time on the same increments as 56-hour Bargaining Unit members, i.e., at the recorded rate of 12 hours per day, even though they work, and are granted leave, based on 8-hour days. Thus 40-hour Bargaining Unit members may take only one day of holiday leave for every 12 hours recorded as accrued, and time off must be used in minimum increments of two (2) hours.

Section 6. It is understood that 56-hour Bargaining Unit members required being on duty on the designated premium holiday shall be compensated one and one-half times their hourly rate of pay for all hours worked. The holiday pay shall begin on the designated holiday at 0700 hrs and conclude at 0700 the following day.

ARTICLE 28

SICK LEAVE

Section 1. Bargaining Unit members may use sick time if they are incapacitated due to illness or injury, or if they have a medical appointment. Bargaining Unit members may also use up to three (3) days of sick leave for a death in the immediate family but only after three days of funeral leave have been exhausted. Bargaining Unit members may also use sick leave in the event of genuine medical need of their parents, spouse, spouse's parents, children, siblings, grandparents, grandchildren, or relatives for whom they are responsible either permanently or during a specific illness. These illnesses must be substantiated by a physician's statement. Bargaining Unit members incapacitated due to pregnancy shall be treated the same as those incapacitated due to illness or injury. Sick leave use is limited to its intended purpose. Management reserves the right to investigate any request for or use of sick leave.

Section 2. Bargaining Unit members shall be granted fourteen (14) hours' sick leave credit for each completed calendar month of service. Newly hired members, however, shall, for the first month of employment only, be granted sick leave credit at the pro-rated rate of three and one-half (3 1/2) hours for each full week of service. Sick leave credit may be accumulated to a maximum of eight hundred forty (840) hours. Division of Fire and Emergency Services members who have accumulated the maximum of sick leave credit shall continue to accumulate such credit, but shall be paid for such excess accumulation each calendar year, at the member's current pay rate, computed on an hourly basis. Normal distribution will be paid out on the second pay period following such calendar year, and the total accumulation will be reduced by the hours paid out.

Section 3. Sick leave may be taken in minimum increments of four (4) hour blocks (defined in Section 5 of Article 26 – Vacations) (two (2) hour minimum increments for 40-hour Employees), unless an Employee becomes ill while at work with fewer than four (4) hours remaining in his or her shift. A Bargaining Unit member shall be paid sick leave only for the hours which the Bargaining Unit member would otherwise have been scheduled to work.

Section 4. Any time a Bargaining Unit member can foresee the need to use sick time, he shall report such need to his Shift Commander or Bureau Commander, and shall not be allowed to use the sick time without prior approval. If the Bargaining Unit member's sick leave absence lasts longer than three (3) consecutive calendar days, or if LFUCG suspects that the Bargaining Unit member is abusing sick leave, LFUCG may (prior to the Bargaining Unit member's return to work) require the Bargaining Unit

member to provide written medical documentation substantiating the need for being absent.

Examples of excessive use of sick leave include but are not limited to:

- a. Consistent or patterned use of sick leave on weekends, holidays, days where leave requests have been denied, and scheduled training days;
- b. Consistent or patterned use of more sick leave (168 hours) than is earned in the previous 12-month period;
- c. Depleting sick time balances and requesting leave without pay for sickness when no chronic ailment has been diagnosed.

Section 5. When a Bargaining Unit member who has a minimum of twenty (20) years of service with LFUCG, withdraws from service for any reason, including disability retirement, they shall be compensated for all accumulated sick leave in a lump sum payment. Bargaining Unit members with more than five (5) years in service will be compensated for all accumulated sick leave in the event of death.

Section 6. Bargaining Unit members receiving additional leave benefits as provided for under the LFUCG sick bank policy shall not be permitted to remain on leave in excess of the time provided for in Article 31 (Injury Leave) of this Agreement.

ARTICLE 29

BEREAVEMENT LEAVE

Section 1. Bargaining Unit members not on the Platoon system may take up to three (3) working days of paid Funeral Leave, in the event of the death of an immediate family member. Leave must be taken within 30 days of the death of the family member.

Section 2. Bargaining Unit members on the Platoon system may take up thirty-two (32) hours for the purposes listed in Section 1 above.

Section 3. "Immediate family member" as used herein shall mean any of the following: Parents; Step-parents; Spouse; Spouse's parents; Children; Step-children; Foster children; Siblings; Step-siblings; Half-siblings; Brothers-in-law; Sisters-in-law; Grandparents; Spouse's grandparents; Grandchildren and Great-grandparents; Qualified Adult (as defined by LFUCG policy).

Section 4. A Bargaining Unit member will be able to use up to one (1) working day for forty (40) hour employees, and twelve (12) hours for fifty-six (56) hour employees for 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 30

INJURY LEAVE

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

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

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

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

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

Section 6. In the event that LFUCG implements a managed care program for Workers Compensation matters, LFUCG shall process medical care for Workers Compensation/in line of duty illness and injuries incurred by Bargaining Unit members

through such program. Any Workers Compensation managed care program provided for members shall be consistent with the LFUCG managed care program used in other LFUCG agencies.

ARTICLE 31

FAMILY AND MEDICAL LEAVE

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

If employees are eligible to use accrued leave during FMLA qualifying absences, they may use accrued vacation leave, holiday leave, compensatory leave, or sick time.

ARTICLE 32

MATERNITY LEAVE

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

ARTICLE 33

SHIFT EXCHANGE/TRADE TIME

Section 1. Bargaining unit members shall have the right to exchange shifts when the change does not interfere with the normal operation of the Fire Department, provided that all such exchanges shall be consistent.

Section 2. Probationary firefighters can exchange/trade time with other probationary firefighters. Firefighters can exchange/trade time with other firefighters no matter what step except for probationary firefighters. Lieutenants and Captains may exchange / trade time with each other regardless of grade and step. Responsibility for arrangement for the repayment of such time rests with the employees involved. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the city. The employee "working-out" shall be credited as if he or she worked his or her normal work schedule for that shift. The employee who agrees to work a shift

trade will be obligated to report to work at the agreed upon time. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.

Section 3. All shift trade requests must be made in writing to the Chain of Command at least forty-eight (48) hours in advance of the first part of the trade, unless the parties agree otherwise. The Fire Chief or designee has the sole authority to approve or deny shift trade requests. If a need arises forty-eight (48) hours before shift, an employee determines the need for emergency trade time, they may find a replacement consistent with Section 2 above, and who holds the same certifications & qualifications, as the employee being replaced. The employee requesting off shall put in the request by 0700 of their work day. Approval of this request shall not be unreasonably withheld.

ARTICLE 34

SCHEDULING OF LEAVES

Section 1. Accrued leave will be scheduled on a single calendar year basis. By January 1 of each year, requests for that calendar year must be received by the Shift Commander. Requests will be filled on the basis of seniority within the Platoon.

- a. Fire Suppression employees will have one opportunity to schedule any or all of their accrued leave time off the first time through the seniority list. The days must be taken consecutively and shall not exceed ten (10) tours.
- b. Fire Suppression employees may sign up any or all of their remaining time the second time through the seniority list. This time may be taken consecutively or individually.

All vacation (VC), holiday (HT), and military (MV, MH) leave requests shall be granted up to a maximum of twenty-five (25) Fire Suppression employees per day per Platoon. Any request for time off (except sick leave) must be made by 0800 hours on the duty day prior to the day on which the requested leave will be used. Requests made after this time will be granted at the discretion of the shift commander.

This scheduling language is intended, in part, to permit employees to schedule all his or her accrued leave. If an employee fails to schedule all expected accrued leave at the beginning of the year, the employee understands that he or she may not be permitted to schedule the leave at a later date consistent with the restrictions in this article. The consequence of not scheduling leave as early as possible is that the employee may lose the unscheduled leave.

Section 2. After the original leave schedule has been completed, additional accrued leaves may be scheduled for any available days remaining, provided the employee has submitted the request no sooner than one (1) calendar month in advance of such re-

quest. In the event multiple leave requests for the same period of time have been received on the same date, the granting of the leave shall be awarded in accordance to the most senior employee. In the event leave requests are received on different dates, the employee who has submitted their leave requests first shall be awarded the time off regardless of seniority.

Section 3. Employees may cancel previously scheduled vacation, only in the event the period of time being cancelled has not exceeded the maximum limit of employees (25) permitted off as per Section 1. In this case, employees may cancel previously scheduled vacation no later than one (1) duty-day (before roll call) before the scheduled vacation day

Section 4. In the event any employee, after scheduling their accrued leaves as provided for in Section 1, has received a transfer to a different Platoon or other assignment, the employee shall be permitted to receive the time off that was previously scheduled prior to the Platoon transfer.

Section 5. Bargaining Unit members may schedule the use of compensatory time in accordance with the following provisions:

- a. All sworn employees must request, through their Platoon Commander, compensatory time by 0800 hours on the duty day prior to the day compensatory time is to be utilized.
- b. Compensatory time may be taken in minimum increments of four (4) hour blocks (defined in Section 5 of Article 26 – Vacations).
- c. Compensatory time shall be limited to four (4) slots above the allotted slots as outlined in Section 1. The procedure for filling the slots will be the same as outlined in Section 2.

Section 6. In October of each year there may be a conference between the Fire Chief and the President of Local 526 to discuss any anticipated difficulties or changes in procedures with regard to vacation/holiday scheduling in the succeeding year. Any changes must be by mutual written agreement.

ARTICLE 35

CALCULATION OF LEAVE TIME

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

ARTICLE 36

MODIFIED DUTY

Section 1. Line of Duty Leave. If a Bargaining Unit member is off work on line of duty injury/illness leave as set forth in the Article 31 (Injury Leave), and is determined to be medically able to perform modified duty, LFUCG may require the Bargaining Unit member to return to work on modified duty status for such time as LFUCG determines, which may require the employee to be assigned to a different schedule, as mutually agreed by the Union President and the Fire Chief.

Section 2. Non-Line of Duty Leave. If a Bargaining Unit member is off work for longer than twelve (12) weeks on leave due to sickness or injury other than line of duty injury/illness, and is determined to be medically able to perform modified duty, LFUCG may allow the Bargaining Unit member to return to work on modified duty status for such time as LFUCG determines, and the Bargaining Unit member shall be placed on a schedule determined by LFUCG. A Bargaining Unit member may request modified duty prior to the expiration of twelve (12) weeks.

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

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

ARTICLE 37

SEPARATION/DEATH ENTITLEMENTS

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

Section 2. In the event that a Bargaining Unit member dies as a result of service connected cause, LFUCG shall pay to the beneficiary designated by the Bargaining Unit member or, in the event there is no designated beneficiary, to the Bargaining Unit member's estate, the sum of one hundred thousand dollars (\$100,000), subject to applicable withholdings if any. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and

burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, any Social Security benefits, and any other benefits which may be due.

ARTICLE 38

HEALTH/LIFE INSURANCE

Section 1. LFUCG shall make monthly contributions for each Bargaining Unit member enrolled in the LFUCG's health insurance plan. Enrollment refers to enrollment in the plans offered by the LFUCG. In addition, the LFUCG shall contribute fifty-five dollars (\$55.00) per month to the cost of health insurance for each Bargaining Unit member who enrolls in two-party coverage and \$200.00 per month for members enrolled in family coverage. Bargaining Unit members electing not to purchase health insurance through the LFUCG plan, after presenting proof of coverage, may elect to have the monthly contributions applied to other available benefits provided for in the LFUCG plan.

Section 2.

- A. LFUCG will contribute \$530.74 on behalf of each member covered by this Agreement that is enrolled in the flexible benefit program. LFUCG shall contribute a minimum of \$355.74 per month of this \$530.74 towards the cost of health insurance as an employer contribution as defined in the Patient Protection and Affordable Care Act. This \$355.74 amount may not be cashed out or used for deferred compensation. In addition, LFUCG shall contribute \$55.00 per month to the cost of health insurance for each Bargaining Unit member who enrolls in two-party coverage and \$200.00 per month for members enrolled in family coverage.
- B. If a member chooses LFUCG health insurance, the \$530.74 will be applied to the cost of health insurance first, and any remaining amount may be used by the member to purchase other available LFUCG voluntary benefits, except deferred compensation.
- C. If a member waives health care coverage by presenting LFUCG proof of alternative medical coverage, the LFUCG contribution to health insurance as provided in subsection A, above, may be used by the member to purchase other available LFUCG voluntary benefits, except deferred compensation. The member may elect to either apply the entire remaining amount (the difference between the \$530.74 and the LFUCG contribution to health insurance) toward other LFUCG voluntary benefits, except deferred compensation, or to take the entire remaining amount in cash.

Section 3. LFUCG has the right to insure or self-insure, and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any

other operational components of the Medical, Vision and Dental Plans. The Plans and benefits shall be comparable.

Section 4. LFUCG shall create a Benefits Advisory Committee to investigate the insurance coverage available for purposes of making a recommendation to LFUCG. Local 526 shall be entitled to two (2) representatives on the Benefits Advisory Committee. LFUCG shall consider, but shall not be bound by any recommendation of the Benefits Advisory Committee, prior to determining which insurance coverage is selected.

Section 5. LFUCG shall provide each Bargaining Unit member with twenty-five thousand dollars (\$25,000.00) of Life Insurance at no cost to the Bargaining Unit member.

ARTICLE 39

UNIFORM/PPE/EQUIPMENT

Section 1. Upon initial appointment as a sworn member of the Lexington Division of Fire and Emergency Services, Bargaining Unit members shall receive all uniform (station wear) and firefighting equipment (personal protective equipment, or "PPE") required to perform the Bargaining Unit members' assigned duties as required by the Fire Chief. All uniforms and any other equipment provided by the Employer shall remain the property of the employer.

Section 2. Bargaining Unit members shall receive a uniform allowance of one hundred seventy-five dollars (\$175.00) per month for maintenance, care and replacement of uniforms for Class A, Class B, and Class C duty wear, and structural firefighting gloves, and boots and other miscellaneous items as per the Quartermaster Program as necessary due to normal wear and tear. Bargaining Unit members shall receive this allotment with the first paycheck of each month. In addition, Bargaining Unit members shall be eligible to receive replacement uniforms where the item in question has been damaged or destroyed in the performance of the Bargaining Unit member's duties and not as the result of normal wear and tear. The Fire Chief or designee shall have complete discretion to determine whether items were damaged or destroyed as a result of normal wear and tear or in the performance of the Bargaining Unit Members' duties.

Section 3. LFUCG will provide uniforms through a Quartermaster Program.

Section 4. It is the employee's responsibility to acquire the necessary uniform items from the Quartermaster Program or otherwise and present themselves properly attired for work under Department policies. The LFUCG shall have no obligation to provide "in-store" access by members during scheduled work hours nor have any obligation to pick up or deliver uniform items.

Section 5. LFUCG shall establish a uniform credit system under the Quartermaster Program whereby each employee shall have credit assigned to that employee's vendor account to allow the employee to acquire his/her uniforms and equipment not classified as PPE. At the beginning of every fiscal year the annual amount credited to the employee's vendor account shall be \$500. "Fiscal year" shall refer to July 1st through June 30th.

Section 6. Uniform items available to employees under the Quartermaster Program shall be according to Division of Fire Uniform regulations.

Section 7. Upon completion of the Training Academy, Probationary Firefighters shall receive the standard uniform allowance and full uniform credit as defined in this article.

Section 8. Employees shall only use the designated credit to acquire and maintain uniform items and equipment used in the performance of their duties. All uniform items purchased by the employee using said credit must meet the requirements set forth in the Division of Fire Uniform Regulations and this Agreement.

Section 9. In the event an employee's designated credit is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s), the employee shall be responsible for acquiring the uniform item(s) at their own expense. Any unused credit shall not be carried forward to the following fiscal year.

Section 10. LFUCG shall maintain and replace, at no cost to the Bargaining Unit member, helmets, structural firefighting clothing, and any other protective equipment as specified by the Fire Chief which are damaged or destroyed due either to normal wear and tear or to line of duty incidents. Normal wear and tear of structural firefighting gloves or boots are not included in this section. All required equipment shall be in compliance with all applicable state and federal regulations and consistent with NFPA standards at the time of purchase. The Fire Chief may solicit input on the firefighting equipment from the Health and Safety Committee.

Section 11. All members of the Fire Prevention/Fire Investigation Bureau not to exceed twenty-five (25) Bargaining Unit members shall be provided equipment allowance of \$50.00 per month as a subsidy for the use and maintenance of a personal mobile telephone. All members of the Bureau shall be required to have their personal cellular phones available and operational while on duty. Members shall be required to provide the Division of Fire and Emergency Services with their personal mobile phone number and respond to call by the Division while on duty. The Division of Fire and Emergency Services shall treat these numbers as personal and confidential as allowed by law.

Section 12. Upon separation of employment with the Division of Fire for any reason all uniforms and official equipment provided by the Division or purchased through the Quartermaster Program shall be returned to the Fire Administration. The value of any item(s) not returned shall be deducted from the employee's final paycheck.

ARTICLE 40

REIMBURSEMENT

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

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

Section 3. When traveling for required LFUCG business, Bargaining Unit members shall be reimbursed for meals, lodging and other travel related expenses in accordance with LFUCG's travel policy.

Section 4. A Member shall be reimbursed by LFUCG for personal property damaged, lost or destroyed while on duty or responding to official incidents. 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 LFUCG 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 LFUCG. LFUCG reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. LFUCG further reserves the right to deny payment if the Member's negligence resulted in the damage or destruction of his or her 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 for those members assigned to the Fire Investigation/Arson Bureau. 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 Fire.

ARTICLE 41

TRAINING AND CERTIFICATION

Section 1. LFUCG agrees to provide any training required by LFUCG for Bargaining Unit members, including EMT certification. Any such training attended when the Bargaining Unit member is off duty shall be paid at the Bargaining Unit member's overtime rate of pay. Bargaining Unit members attending any training approved and re-

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

Section 2. LFUCG agrees to develop and provide for an “Officer Training Program” to all Bargaining Unit members who are promoted to the rank of Lieutenant or Captain.

Section 3. LFUCG shall provide for Instructor Level I training for each Bargaining Unit member promoted to the rank of Lieutenant. This training is in addition to the “Officer Training Program”.

Section 4. Bargaining Unit members shall be required to obtain and maintain a State of Kentucky EMT Basic certification, and IFSAC Firefighter I and II certifications as a condition of employment. However, in the event a Bargaining Unit member’s certification or license is temporarily withheld due to circumstances beyond the Bargaining Unit member’s control, LFUCG’s initial response shall be working with the Bargaining Unit member to determine a program for re-certification or re-licensing.

Section 5. LFUCG will maintain all training records and upon a Bargaining Unit member’s request, will provide the employee with a copy of those records for purposes of re-certification or other such review or renewal purposes.

ARTICLE 42

EMERGENCIES

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

ARTICLE 43

BULLETIN BOARD SPACE

LFUCG agrees to provide Local 526 with twelve (12) square feet of bulletin board space in each Division facility. Local 526 agrees that it will not post any material which would be derogatory to any individual, LFUCG, or the Commonwealth of Kentucky, or which constitutes campaign material. Campaign material does not include announcements of Local 526 endorsements, or information regarding internal Local 526 elections. All Local 526 postings shall be in good taste.

ARTICLE 44

LABOR/MANAGEMENT COMMITTEES

Section 1. There shall be a Labor Management Committee consisting of three (3) Local 526 representatives, as appointed by the Local 526 President, and three (3) Division of Fire and Emergency Services' representatives. The Committee shall meet on request of either party, but not more than once a month. The Committee shall have the authority to make recommendations to the Local 526 and LFUCG.

Section 2. An agenda will be furnished at least one (1) week in advance of the meetings with a list of the matters to be taken up at the meeting.

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

- a. Discuss the administration of this Agreement;
- b. Notify the Local 526 of proposed changes in organizational policy and any changes being considered by management which would affect members of the Bargaining Unit as required by this Agreement;
- c. Jointly discuss the need for upgrading the current Bargaining Unit members, in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of LFUCG;
- d. Discuss grievance issues;
- e. Disseminate general information of interest to the parties;
- f. Give the Local 526 representative's the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- g. Review and analyze federal and state standards or regulations which affect LFUCG, as required by this Agreement; and
- h. Review and discuss matters referred to them by Bargaining Unit members or LFUCG.
- i. Discuss preventive maintenance programs for department equipment and vehicles.

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

ARTICLE 45

TUITION/EDUCATION INCENTIVE BENEFIT

Section 1. Bargaining Unit members shall receive reimbursement for the cost of tuition and books for up to \$1,500 per year upon appropriate 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. Appropriate verification must include, at a minimum, a copy of an applicable transcript and receipts indicating that tuition was paid in full, and a document showing the books or other materials that were necessary for the class. To be eligible for reimbursement, this verification must be submitted to Fire Administration within thirty (30) calendar days after the last day of class.

Section 2. The parties agree that any Bargaining Unit member who participates by use of the tuition benefit shall be required to continue employment with the LFUCG Division of Fire and Emergency Services for eighteen (18) months from the last date of reimbursement unless he/she repays LFUCG 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.

Section 3. Annual incentive pay will be paid to members for the successful graduation from administration approved resident programs from the National Fire Academy/ FEMA course(s) and other federally funded course(s) as follows:

- A. After successful completion and graduation from three (3) approved programs annual incentive pay of \$500 will be paid to the member.
- B. After successful completion and graduation from a total of six (6) approved programs, the incentive pay to the member will be increased to \$1,250.00.
- C. After successful completion of the Managing Fire Officer program annual incentive pay of \$500 will be paid to the member.

The maximum annual educational incentive pay under this section will be \$1,250.00

Section 4. The above amounts, when earned, will be paid in regularly schedule payroll periods.

Section 5. If an Employee wants to attend training referenced in Section 3, the Employee will request approval from the Chief or designee. The Chief or designee will review the request and determine whether the Employee can attend during his or her regular schedule, or whether the Employee must use accrued leave to attend the training.

The Chief's approval of an application to attend training referenced in Section 3 does not constitute the approval required above.

Section 6. Education Incentive Pay. Effective the first full pay period following July 1, 2019, annual education incentive pay will be paid to Bargaining Unit 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	\$1,500.00

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

ARTICLE 46

HOME FLEET VEHICLES

Section 1. Definitions:

- A. **Non-Restricted Take-Home Assignments:** Those Bargaining Unit members with non-restricted take-home assignments are allowed to use their vehicles for any use within Fayette County.
- B. **Restricted Take-Home Assignments:** Restricted take-home assignments do not allow personal use of LFUCG vehicles except for expedient stops on the direct route to and from home. The Bargaining Unit member will reimburse LFUCG on a monthly basis the distance between the Fayette County line and their residence each time the vehicle is used. Reimbursement will be for the round trip at the current Internal Revenue Service approved reimbursement rate.

Section 2. Vehicle assignments are made by the Fire Chief. Sworn Fire personnel assigned an LFUCG take home vehicle for after hours emergency responsibilities shall have non-restricted or restricted take-home privileges within Fayette County and have a responsibility to respond to off duty calls if driving an LFUCG vehicle.

Section 3. Sworn Fire personnel assigned a take-home vehicle by the Fire Chief that live outside Fayette County in a county contiguous to Fayette County shall be considered as Restricted Take-Home Assignment.

Sworn Fire personnel assigned a take-home vehicle by the Fire Chief that live in Fayette County shall be considered as Non-Restricted Take-Home Assignment.

- Section 4.** 1. The use of LFUCG vehicles in the following activities is absolutely prohibited:
- a. As an active part of non-LFUCG employment.
 - b. While under the influence of drugs or alcohol. (Includes prescription drugs that are noted to impair ability to operate a motor vehicle.)
 - c. While engaged in any illegal and/or improper activity.
2. Traffic and parking violations are the responsibility of the driver.
3. Employees are expected to operate LFUCG vehicles in a safe and courteous manner.

All Division of Fire and Emergency Services Policy Statements and Standard Operating Procedures shall be followed pertaining to Take-Home Vehicle Assignments.

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

ARTICLE 47

UNIFORM COMMITTEE

Section 1. LFUCG and Local 526 agree to form a Uniform Committee, consisting of two (2) members from the Bargaining Unit, who are appointed by Local 526, and two (2) members appointed by the Fire Chief. The Committee will discuss and recommend, changes to uniforms. Proposed changes to the current uniform or any part of the current uniform will be brought before this Committee.

Section 2. This Committee will also review and/or test any new or additional items for consideration to be added to the current authorized uniform.

ARTICLE 48

MISCELLANEOUS

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

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

Section 3. Printing and supplying the Agreement - Within thirty (30) days after the ratification and execution of this Agreement, LFUCG shall provide, at one-half (½) cost to Local 526 and one-half (½) cost to LFUCG, a copy of this Agreement to all Bargaining Unit members. LFUCG also agrees to provide Local 526 with an electronic copy of this Agreement.

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

Section 5. Staffing: Emergency Care Units shall be staffed with three (3) Bargaining Unit Members. Of the three, there shall be at least two (2) EMT-Paramedics assigned. There shall not be more than three on an Emergency Care Unit, even during training. This staffing clause shall expire after the first two years of the Agreement.

ARTICLE 49

PAY SCHEDULE

Section 1. Employees shall be paid according to the pay schedules included in this Agreement as Appendices A and B.

Section 2. The rate of pay for a bargaining unit member upon initial appointment to a position in the Division of Fire and Emergency Services shall be made at the minimum step of the pay grade specified for his class. Each step on the wage scales represents twelve (12) months of satisfactory employment. Employees shall be moved to the next step in the attached wage scales upon their anniversary date within the division. Interdepartmental transfers within LFUCG accepted into the Division of Fire will enter into the pay schedule at a step closest to, but not less than their current rate of pay, but at no

time higher than Firefighter grade (step 1-2), and shall be frozen at such step until they reach the actual time required within the Division to reach such step.

Section 3. The wages and pay schedules for members are attached hereto as Appendices A and B, which will reflect the following:

- A. Effective the first full pay period following contract ratification:
 - i. 3.0% base wage structural movement
- B. Effective the first full pay period following July 1, 2018:
 - i. 2.0% base wage structural movement
- C. Effective the first full pay period following July 1, 2019:
 - i. 1.5% base wage structural movement

In addition, members holding the rank of Firefighter will move into the next higher step on their employment date and members holding the rank of Lieutenant or Captain will move into the next higher step based on their date of promotion. Upon promotion to Lieutenant a member will be placed at the starting pay established for Lieutenants on Appendices A or B, depending upon hours of work. Upon promotion to Captain a member will be placed at the starting pay established for Captains on Appendices A or B, depending on hours of work.

Section 4. In addition to their normal hourly rate of pay, employees performing the following duties will be paid hourly as follows:

	56 Hour Em- ployee	40 Hour Em- ployee
Paramedic Certification pay	\$0.370	\$0.593
Paramedic Assigned (Includes Certification Pay Above)	\$1.583*	\$2.534*
Emergency Medical Technician Assigned	\$0.827	\$1.323

An Employee will not be paid Paramedic Assigned or Emergency Medical Technician Assigned pay when he or she is on light duty or disability leave. However, employees on light duty or disability leave will continue to be paid Paramedic Certification pay.

*Increase to \$1.833 for 56-hour employees and increase to \$2.934 for 40-hour employees beginning the first full pay period after July 1, 2018.

Section 5. Personnel temporarily assigned for a short period of time to perform emergency medical technician or paramedic duties shall be compensated hourly as follows:

Paramedic (does not include Certification pay above in Section 4)	\$1.417
Emergency Medical Technician	\$0.944

Section 6. In addition to their normal hourly rate of pay, employees who are permanently assigned to one or more of the following units shall be compensated at thirty-seven cents (\$0.37) per hour for a 56-hour employee and fifty-nine cents (\$0.59) per hour for a 40-hour employee: Hazardous Materials, Rescue, Building Inspection, Fire Investigation, Mechanics in the garage with E.V.T. (Emergency Vehicle Technician) certification, Rescue Dive Certification, Structural Collapse Technician Certification, and Car Seat Certification. As per this section employees are only eligible to receive one (1) certification entitlement. Rescue Dive Certification and Structural Collapse Technician Certification will be paid regardless of assignment.

Section 7.

- a. The “regular hourly rate of pay,” for calculation of overtime shall include normal hourly rate of pay, training incentive of \$1.49, paramedic and EMT pay as set forth above, certification pay as set forth above, and longevity pay.
- b. Scheduled overtime for 56-hour employees as set forth in the pay schedule is determined at the rate of time and one-half an employee’s “regular rate of pay.”
- c. For 56-hour employees, any work performed in excess of the Bargaining Unit Members assigned shift, or in the event an employee is requested or required to return to duty, after being released, shall constitute **Unscheduled Overtime** work and shall be paid at the employees **Unscheduled Overtime** rate of pay. **Unscheduled overtime** for 56-hour employees shall be paid at the rate specified in the attached pay schedule.
- d. All overtime for 40-hour employees as set forth in the pay schedule is determined at the rate of time and one-half (1 ½) “regular rate of pay” as described in Section 7(a) above.
- e. Overtime shall be measured in one-tenth (0.10) hour increments, with segments rounded off to the next tenth of an hour. Employees called in or required to work at times unconnected with their regularly scheduled hours of

work shall be paid a minimum of two (2) hours pay, which for fifty-six hour employees shall be at the rate described in subsection (c) above.

- f. For this article a workweek is the period of time beginning at 0700 hours each Monday and ending at 0659 hours each following Monday.
- g. Bargaining Unit Members may elect to accept compensatory time off in lieu of unscheduled overtime pay. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated up to a maximum of 168 hours. Once an employee accumulates 168 hours of compensatory time, any future overtime hours worked shall be compensated with the appropriate rate of overtime pay.

Section 8. The parties agree and recognize that salary supplements such as EMT pay, paramedic pay, and certification pay have, based on KRS 67A.360, been excluded from “base salary” used to calculate pension contributions and benefits, and that such supplements will continue to be excluded both from base salary subject to pension contributions and from base salary upon which pension benefits are calculated. The intent of this section is to recognize that the current practices regarding pay supplements excluded from pension contributions and benefits shall continue, and that treatment of the certification pay created by this Article will be excluded from pension calculations.

Section 9. The parties agree that the current longevity rates and provisions in effect at the signing of this Agreement shall remain in effect through the term of this agreement.

Section 10. Overtime shall be distributed according to the following schedule. The first slot for overtime will be for an officer (when a Fire Officer is off work) and the next three scheduled can be for a firefighter, with the following specialties defined as hazmat tech, hazmat tech (220), rescue tech, rescue tech (RS1), rescue diver, paramedic, front seat paramedic, acting district major, aircraft rescue fire fighter. (The overtime allocation shall be repeated and Officers allotted 25% of the overtime daily). This policy does not apply to special overtime assignments, Rolex UK games, etc. Overtime will be distributed by rotation as equitably as possible among the employees. The seniority overtime list shall be reset every January 1st. All accrued extra overtime (XOT) including compensatory time accrual shall be reflected on this list.

Section 11. Approved paid time off shall be counted as time worked in calculating overtime pursuant to LFUCG Code of Ordinances 23-31.

Section 12. Fire Investigators may be mandated to work on-call, at the sole discretion of the Chief or designee. These investigators will be paid \$1,000 annually, which will be paid on a bi-weekly basis. An investigator who ceases on-call responsibility will no longer receive the bi-weekly payment.

ARTICLE 50

GENDER

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

ARTICLE 51

SAVINGS CLAUSE

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

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

ARTICLE 52

ENTIRE AGREEMENT

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

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

ARTICLE 53

TERM OF AGREEMENT

Section 1. This Agreement shall be effective from May 17, 2018 through June 30, 2020, except as otherwise provided in this Agreement.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) calendar days prior to the expiration date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) calendar days prior to the expiration date, unless otherwise agreed by the parties.

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

Collective Bargaining Agreement By and Between

Lexington-Fayette Urban County Government

And

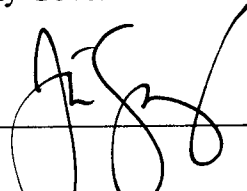
Lexington Professional Firefighters IAFF Local 526

Firefighters, Lieutenants, and Captains

May 17, 2018 – June 30, 2020

Lexington-Fayette Urban
County Government

By: _____


Jim Gray, Mayor

Lexington Professional Firefighters
IAFF Local 526

By: _____


Christopher Bartley, President

Date: _____

17-May-2018

Date: _____

5/17/18

01/2011

Worksheet: State of New York - Statewide - 2010-2011

		Fiscal Year 1-00															
		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Healthcare	Normal Payroll Base	18,765	20,662	21,146	22,457	23,113	24,235	25,139	25,686	26,641	27,494	28,238	29,032	29,886	30,627	31,288	31,947
	Temporary Payroll	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921
	Unemployment UI	22,152	23,579	23,223	24,378	25,034	26,256	26,996	27,607	28,262	28,943	29,654	30,395	31,176	31,997	32,858	33,611
Education	Normal Payroll Base	12,254	13,207	14,178	15,178	16,202	17,247	18,312	19,397	20,502	21,627	22,772	23,937	25,122	26,327	27,552	28,797
	Temporary Payroll	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921	1,921
	Unemployment UI	14,156	15,121	16,109	17,129	18,123	19,194	20,243	21,270	22,275	23,258	24,219	25,158	26,075	27,070	28,043	29,011
SAR/BSA	Normal Payroll Base	11,377	12,207	13,104	14,072	15,102											
	Temporary Payroll	1,921	1,921	1,921	1,921	1,921											
	Unemployment UI	13,328	14,128	15,025	15,993	17,023											

Appendix A – 40 Hour Employees

RS 3424

Worksheet: RS 3424 - 40 Hour Employees - Summary - July 1, 2008

		Steps Year 3-00													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
Employees	Normal Weekly Rate	20,462	21,972	23,482	24,992	26,502	28,012	29,522	31,032	32,542	34,052	35,562	37,072	38,582	40,092
	Training Benefit	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Unemployment LIT	21,385	23,895	25,405	26,915	28,425	29,935	31,445	32,955	34,465	35,975	37,485	38,995	40,505	42,015
		Steps Year 3-00													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
Employees	Normal Weekly Rate	11,403	12,229	13,055	13,881	14,707	15,533	16,359	17,185	18,011	18,837	19,663	20,489	21,315	22,141
	Training Benefit	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Unemployment LIT	13,326	14,152	14,978	15,804	16,630	17,456	18,282	19,108	19,934	20,760	21,586	22,412	23,238	24,064
Employees	Normal Weekly Rate	12,407	13,233	14,059	14,885	15,711	16,537	17,363	18,189	19,015	19,841	20,667	21,493	22,319	23,145
	Training Benefit	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Unemployment LIT	14,330	15,156	15,982	16,808	17,634	18,460	19,286	20,112	20,938	21,764	22,590	23,416	24,242	25,068

Appendix A – 40 Hour Employees

Reference upon the basis of the following conditions

		Stage Year 1-56															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Firefighter	Normal Hourly Rate	12,246	12,458	12,671	12,883	13,095	13,307	13,519	13,731	13,943	14,155	14,367	14,579	14,791	15,003	15,215	
	Training Expenses	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	
	Scheduled OT	18,318	19,200	20,081	20,963	21,844	22,726	23,607	24,489	25,370	26,252	27,133	28,015	28,896	29,778	30,659	
	Unscheduled OT	33,114	33,888	34,662	35,436	36,210	36,984	37,758	38,532	39,306	40,080	40,854	41,628	42,402	43,176	43,950	
Fire Marshal	Normal Hourly Rate	20,189	20,479	20,769	21,059	21,349	21,639	21,929	22,219	22,509	22,799	23,089	23,379	23,669	23,959	24,249	
	Training Expenses	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	
	Scheduled OT	26,284	27,371	28,458	29,545	30,632	31,719	32,806	33,893	34,980	36,067	37,154	38,241	39,328	40,415	41,502	
	Unscheduled OT	51,156	52,303	53,450	54,597	55,744	56,891	58,038	59,185	60,332	61,479	62,626	63,773	64,920	66,067	67,214	
Captain	Normal Hourly Rate	21,844	22,134	22,424	22,714	23,004	23,294	23,584	23,874	24,164	24,454	24,744	25,034	25,324	25,614	25,904	
	Training Expenses	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	
	Scheduled OT	26,783	27,900	29,017	30,134	31,251	32,368	33,485	34,602	35,719	36,836	37,953	39,070	40,187	41,304	42,421	
	Unscheduled OT	44,402	45,288	46,174	47,060	47,946	48,832	49,718	50,604	51,490	52,376	53,262	54,148	55,034	55,920	56,806	

Appendix B – 56 Hour Employees

Salaries for New Job per period following July 1, 2010

		Step Year 1-56																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hourly Rate	Normal Hourly Rate	12,292	13,192	13,736	14,839	16,080	17,402	18,824	20,356	21,998	23,750	25,612	27,584	29,666	31,858	34,160	36,572	39,094
	Training Inc. cost	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Scheduled OT	18,888	19,747	20,685	21,663	22,120	23,176	24,636	26,401	28,371	30,546	32,926	35,511	38,301	41,296	44,506	47,931	51,571
	Unscheduled OT	51,186	54,668	58,412	62,226	66,196	70,329	74,624	79,081	83,700	88,481	93,424	98,529	103,796	109,226	114,919	120,776	126,797
		Step Year 2-56																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hourly Rate	Normal Hourly Rate	20,946	21,888	22,774	23,862	25,041	26,311	27,671	29,121	30,661	32,291	34,011	35,821	37,721	39,711	41,791	43,961	46,221
	Training Inc. cost	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Scheduled OT	26,888	27,922	29,000	30,122	31,289	32,501	33,757	35,057	36,401	37,791	39,226	40,706	42,231	43,801	45,416	47,076	48,781
	Unscheduled OT	52,507	55,489	58,512	61,576	64,681	67,827	71,014	74,241	77,509	80,817	84,166	87,556	90,987	94,459	97,972	101,526	105,121
Employee	Normal Hourly Rate	26,217	26,998	27,824	28,694	29,608	30,566	31,568	32,614	33,704	34,838	36,016	37,238	38,504	39,814	41,168	42,566	44,008
	Training Inc. cost	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923	1,923
	Scheduled OT	38,136	39,498	40,900	42,342	43,824	45,346	46,908	48,510	50,152	51,834	53,556	55,318	57,120	58,962	60,844	62,766	64,728
	Unscheduled OT	86,182	90,226	94,341	98,526	102,791	107,136	111,561	116,066	120,651	125,316	130,061	134,886	139,791	144,776	149,841	154,986	160,211

Appendix B – 56 Hour Employees

EN 0102

Effective for the full year covered beginning July 1, 2011.

		Single Year 2-24														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Firefighter	Normal Hourly Rate	12,785	13,362	13,942	14,519	15,101	15,684	16,267	16,850	17,433	18,016	18,599	19,182	19,765	20,348	20,931
	Training fee waiver	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
	% Incentive OT	18,172	20,041	21,910	23,779	25,648	27,517	29,386	31,255	33,124	34,993	36,862	38,731	40,600	42,469	44,338
	Unsubsidized OT	22,296	24,051	25,806	27,561	29,316	31,071	32,826	34,581	36,336	38,091	39,846	41,601	43,356	45,111	46,866
		Single Year 3-24														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Firefighter	Normal Hourly Rate	20,902	21,484	22,066	22,648	23,230	23,812	24,394	24,976	25,558	26,140	26,722	27,304	27,886	28,468	29,050
	Training fee waiver	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
	% Incentive OT	31,193	32,336	33,479	34,622	35,765	36,908	38,051	39,194	40,337	41,480	42,623	43,766	44,909	46,052	47,195
	Unsubsidized OT	33,689	34,824	35,959	37,094	38,229	39,364	40,499	41,634	42,769	43,904	45,039	46,174	47,309	48,444	49,579
Captain	Normal Hourly Rate	26,758	27,336	27,914	28,492	29,070	29,648	30,226	30,804	31,382	31,960	32,538	33,116	33,694	34,272	34,850
	Training fee waiver	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
	% Incentive OT	40,128	41,007	41,886	42,765	43,644	44,523	45,402	46,281	47,160	48,039	48,918	49,797	50,676	51,555	52,434
	Unsubsidized OT	42,890	43,769	44,648	45,527	46,406	47,285	48,164	49,043	49,922	50,801	51,680	52,559	53,438	54,317	55,196

Appendix B – 56 Hour Employees

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