

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**AND**

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

**October 13, 2014 - October 12, 2017**

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 13<sup>th</sup> day of October, 2014, 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.** All employees in the Bargaining Unit who are not or who do not become members in good standing of Local 526, shall begin to pay a fair share fee to Local 526 effective upon either (a) written notification to LFUCG of an existing employee's termination of Local 526 membership or non-membership, or (b) the date of hire of a new Bargaining Unit member who elects not to join Local 526. Local 526 shall certify to LFUCG annually during the term of this Agreement the fair share fee for applicable non-member Bargaining Unit members of the Division of Fire and Emergency Services. The monthly fair share fee shall be certified to LFUCG's Division of Human Resources by Local 526.

**Section 3.** The fair share fee shall be deducted by LFUCG and remitted

during the same period as Local 526 dues are remitted at no cost to Local 526. The deduction of the fair share fee from the earnings of the Bargaining Unit member shall be automatic and does not require a written authorization for payroll deduction.

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

A. Local 526 shall afford the challenger a reasonably prompt resolution of the challenge by an impartial decision-maker who may be an arbitrator chosen from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service or a similar organization of professional arbitrators. The method of selection of the impartial arbitrator shall include a request for a panel, and the opportunity for alternate striking between Local 526 and the employee. All challenges to a single notice of the amount of fair share fee shall be decided by a single decision-maker at a single hearing.

B. The initial amount of the fair share fee shall be placed in an escrow account by the LFUCG until issuance of a decision by the impartial decision-maker as set forth above.

C. The final amount of the fair share fee as determined by the impartial decision-maker shall reflect only those expenses affirmatively related to administering the Collective Bargaining Agreement.

**Section 5.** 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 expenses (including attorney fees) of defense of litigation resulting from failure to comply with this Article of this Collective Bargaining Agreement.

**Section 6.** 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 or fair share dues deductions for those employees whose dues or fees 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 will be posted on the Fire Department intranet for seven (7) days. Bargaining Unit members may express their interest in an opening by placing their name electronically on the appropriate list.

**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 an electronic posting on the intranet.

**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**

### **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 12**

### **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 8<sup>th</sup> year of service as a sworn member of the department. The maximum 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.
- 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 four courses:
    - Leadership I
    - Preparation
    - Kentucky Fire Inspector I
    - IFSAC Level I Fire Instructor
- ii. With respect to the promotional process for captain, LFUCG shall award the following fire training points for successful completion of the following courses:
- 1 point for two of the following three courses:
    - Leadership II
    - Leadership III
    - Decision Making for Initial Company Operations
- 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

o FEMA NIMS 400

iv. LFUCG commits to offering the following courses at the times specified:

- Leadership I and Preparation shall be offered twice each year during calendar years 2015, 2016, and 2017.
- Leadership II and Leadership III shall be offered twice by December 31, 2017.

**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), 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, 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 SOPs, CBA 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 13**

### **GRIEVANCE PROCEDURE**

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

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

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

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

**Step 1:** Local 526 shall submit a written grievance 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) calendar days. Grievances must be submitted to Step 1 within forty-five (45) calendar days of knowledge of the incident giving rise to the grievance. Grievances regarding discipline shall start at Step 4 of the Grievance Procedure with the Mayor or the Human Resources Director holding a meeting within ten (10) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar days after a grievance is presented. A written response shall be sent to the Union Grievance Committee within ten (10) calendar days after the meeting.
- Step 5:** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of LFUCG, then within ten (10) days after the rendering of the decision at Step 4, Local 526 may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached either party shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1<sup>st</sup>) 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.

**Section 7.** For purposes of this grievance procedure, "calendar days" shall include every day of the calendar. If the day of expiration is a weekend or holiday, then the expiration is on the next business day.

## **ARTICLE 14**

### **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 15**

### **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 pay-out 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.
- f. During the first two years of this Agreement, the LFUCG agrees not to layoff any Bargaining Unit Members. This does not prohibit the LFUCG from freezing or limiting hiring and the LFUCG is not required to fill vacancies.

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

## **ARTICLE 16**

### **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 payscale.

## ARTICLE 17

### 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 seventy-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 18**

### **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 19

### 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.

**I. CONDITIONS OF EMPLOYMENT:** Adherence and compliance to this Article including but not limited to the rules, regulations, policies and procedures will be a condition of employment with 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 20**

## **DISCIPLINE**

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

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

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

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

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

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

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

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

**Section 9.**

- a. Upon the service of recommended charges upon the subject employee, the grievance and arbitration procedure set forth in Article 13 (Grievance Procedure) may be invoked by Local 526, in which event the process set forth in Section 6 of the Grievance Procedure Article shall apply upon service of recommended charges upon a Bargaining Unit member.
- 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 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 21

### 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 22

### 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 23**

### **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 24**

### **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 25**

### **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 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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 26

### 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 27**

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

**Section 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 28**

### **HOLIDAYS**

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

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day (On-duty personnel paid at time and one-half)
- Labor Day

September 11<sup>th</sup>  
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 hours of holiday leave shall be credited to the Bargaining Unit member's leave bank and is to be scheduled off as per policy.

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

**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 29**

### **SICK LEAVE**

**Section 1.** Bargaining Unit members may use sick time if they are incapacitated due to illness or injury, or if they have a medical appointment. 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 prorated rate of three and one-half (3 1/2) hours for each full week of service. Sick leave credit may be accumulated to a maximum of eight hundred forty (840) hours. Division of Fire and Emergency Services members who have accumulated the maximum of sick leave credit shall continue to accumulate such credit, but shall be paid for such excess accumulation each calendar year, at the member's current 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 one (1) hour. All time taken shall be charged to accumulated sick leave. 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 30**

### **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 31**

### **INJURY LEAVE**

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

**Section 2.** As required by Workers Compensation law, LFUCG shall pay such medical expenses incurred by a Bargaining Unit member who is injured in the line

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

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

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

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

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

## **ARTICLE 32**

### **FAMILY AND MEDICAL LEAVE**

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

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 33

### MATERNITY LEAVE

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

## ARTICLE 34

### SCHEDULING OF LEAVES

**Section 1.** 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-one (21) Fire Suppression employees per day per Platoon based upon one hundred and fifty (150) Fire Suppression employees assigned to a Platoon. When the manpower level increases above one hundred and fifty (150) Fire Suppression employees per Platoon, one (1) additional request will be permitted for every ten (10) Fire Suppression employees assigned to that Platoon above the 150 level. Similarly, when the manpower level decreases below one hundred and fifty (150) Fire Suppression employees per Platoon, one fewer leave request will be permitted for every ten (10) Fire Suppression employees assigned to that Platoon below the 150 level.

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 request. 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 (21) 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 09:00 on the duty day prior to the day compensatory time is to be utilized.
- b. A minimum of one (1) hour compensatory time must be used per each request.
- c. Compensatory time shall be limited to four (4) slots above the allotted vacation and holiday 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.

**Section 7.** If an employee is already in a pre-determined slot and then is off for a different reason or leave, the Employee remains in that slot.

## **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.** Through December 31, 2014, LFUCG shall contribute four hundred eighty dollars and seventy-four cents (\$480.74) per month 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. Effective January 1, 2015, 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 seventy-five dollars (\$75.00) 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. Beginning on July 1, 2015, the uniform allowance shall be one hundred twenty-five dollars (\$125.00) per month. Beginning on July 1, 2016, the uniform allowance shall be one hundred seventy-five dollars (\$175.00) per month. 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.

## **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 required 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 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.

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.

## 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 Nov. 1, 2014:
  - i. \$1,000.00 base wage structural movement
- B. Effective the first full pay period following Jan. 1, 2015:
  - i. Employees will be placed on the step on which they would have been located if steps had not been frozen during the previous contract. This change will be on a going forward basis.
  - ii. \$500.00 lump sum payment to those on the top step
- C. Fiscal Year 2016
  - i. 1.5% + \$250.00 base wage structural movement on July 1, 2015
- D. Fiscal Year 2017
  - i. 1% base wage structural movement on July 1, 2016
  - ii. 1% base wage structural movement on January 1, 2017

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 Employee	40 Hour Employee
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.

**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 permanently assigned to one or more of the following units, in a position requiring certification, shall be compensated at thirty-five cents (\$0.370) per hour for a 56 hour employee and fifty-six cents (\$0.592) per hour for a 40 hour employee: Hazardous Materials, Rescue, Building Inspection, and Fire Investigation, and Mechanics in the garage with E.V.T. (Emergency Vehicle Technician) certification. As per this section employees are only eligible to receive one (1) certification entitlement.

**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 120 hours. Once an employee accumulates 120 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 1<sup>st</sup>. 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.

## **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.** The duration of this Agreement shall be for 3 years from October 13, 2014, 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 not 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.

**Section 4.** The parties agree that any increases in the wage scale in a successor agreement shall, unless actually agreed, take effect July 1, 2017.



Collective Bargaining Agreement By and Between

Lexington-Fayette Urban County Government

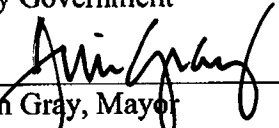
And

Lexington Professional Firefighters IAFF Local 526

Firefighters, Lieutenants, and Captains

October 13, 2014 – October 12, 2017

Lexington-Fayette Urban  
County Government

By:   
Jim Gray, Mayor

Date: 12/12/14

Lexington Professional Firefighters  
IAFF Local 526

By:   
Christopher Bartley, President

Date: 12/12/14

Basic - 40 Hour Employee

PT2004 Pay Scale

	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	36,822,880	38,572,160	40,321,440	42,070,720	43,820,000	45,569,280	47,318,560	49,067,840	50,817,120	52,566,400	54,315,680	56,064,960	57,814,240	59,563,520	61,312,800	63,062,080
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000
Total Annual	39,922,880	41,672,160	43,421,440	45,170,720	46,920,000	48,669,280	50,418,560	52,167,840	53,917,120	55,666,400	57,415,680	59,164,960	60,914,240	62,663,520	64,412,800	66,162,080
Bi-Weekly	1,515,265	1,483,545	1,550,925	1,618,305	1,685,685	1,753,065	1,820,445	1,887,825	1,955,205	2,022,585	2,090,000	2,157,415	2,224,830	2,292,245	2,359,660	2,427,075
Normal Hourly Rate	17,703	18,544	19,386	20,227	21,067	21,909	22,750	23,592	24,432	25,273	26,114	26,955	27,796	28,637	29,478	30,319
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	19,193	20,034	20,876	21,717	22,557	23,399	24,240	25,082	25,922	26,763	27,604	28,445	29,286	30,127	30,968	31,809
Unscheduled OT	28,790	30,052	31,315	32,576	33,836	35,099	36,361	37,624	38,884	40,145	41,411	42,674	43,937	45,200	46,462	47,725
<b>Leutenant</b>																
Annual	61,298,240	62,812,480	64,326,720	65,840,960	67,355,200	68,869,440	70,383,680	71,897,920	73,412,160	74,926,400	76,440,640	77,954,880	79,469,120	80,983,360	82,497,600	84,011,840
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000
Total Annual	64,398,240	65,912,480	67,426,720	68,940,960	70,455,200	71,969,440	73,483,680	74,997,920	76,512,160	78,026,400	79,540,640	81,054,880	82,569,120	84,083,360	85,597,600	87,111,840
Bi-Weekly	2,357,625	2,415,865	2,474,105	2,532,345	2,590,585	2,648,825	2,707,065	2,765,305	2,823,545	2,881,785	2,940,025	2,998,265	3,056,505	3,114,745	3,172,985	3,231,225
Normal Hourly Rate	29,470	30,198	31,215	32,512	33,809	35,106	36,403	37,700	39,000	40,297	41,594	42,891	44,188	45,485	46,782	48,079
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	30,960	31,688	32,705	34,002	35,299	36,596	37,893	39,190	40,487	41,784	43,081	44,378	45,675	46,972	48,269	49,566
Unscheduled OT	46,441	47,533	48,625	49,717	50,809	51,901	52,993	54,085	55,177	56,269	57,361	58,453	59,545	60,637	61,729	62,821
<b>Captain</b>																
Annual	78,994,560	80,698,400	82,402,240	84,106,080	85,809,920	87,513,760	89,217,600	90,921,440	92,625,280	94,329,120	96,032,960	97,736,800	99,440,640	101,144,480	102,848,320	104,552,160
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000
Total Annual	82,094,560	83,798,400	85,502,240	87,206,080	88,909,920	90,613,760	92,317,600	94,021,440	95,725,280	97,429,120	99,132,960	100,836,800	102,540,640	104,244,480	105,948,320	107,652,160
Bi-Weekly	3,053,945	3,105,785	3,173,145	3,240,505	3,307,865	3,375,225	3,442,585	3,509,945	3,577,305	3,644,665	3,712,025	3,779,385	3,846,745	3,914,105	3,981,465	4,048,825
Normal Hourly Rate	37,949	38,797	39,664	40,552	41,459	42,386	43,333	44,300	45,287	46,294	47,321	48,368	49,435	50,522	51,629	52,756
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	39,439	40,287	41,154	42,042	42,949	43,876	44,813	45,770	46,747	47,744	48,761	49,798	50,855	51,932	53,029	54,146
Unscheduled OT	59,159	60,481	61,803	63,125	64,447	65,769	67,091	68,413	69,735	71,057	72,379	73,701	75,023	76,345	77,667	78,989

**FY2015 Pay Scale**

\* Effective the first full pay period following November 1, 2014.

	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Firefighter</b>															
Annual	37,822,880	39,572,160	41,321,520	43,070,880	44,820,240	46,571,360	48,320,640	50,072,000	51,819,200	53,568,480	55,324,000	56,520,000	57,745,120	58,999,360	60,280,640
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000
Total Annual	40,922,880	42,672,160	44,421,520	46,170,880	47,920,240	49,671,360	51,420,640	53,172,000	54,919,200	56,668,480	58,424,000	59,620,000	60,845,120	62,099,360	63,380,640
Bi-Weekly	1,454,726	1,522,006	1,589,366	1,656,646	1,723,926	1,791,206	1,858,486	1,925,766	1,993,046	2,060,326	2,127,606	2,173,846	2,220,566	2,269,206	2,318,486
Normal Hourly Rate	18,134	19,025	19,867	20,708	21,548	22,390	23,231	24,073	24,913	25,754	26,598	27,173	27,762	28,365	28,981
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	19,674	20,515	21,357	22,198	23,038	23,880	24,721	25,563	26,403	27,244	28,088	28,663	29,252	29,855	30,471
Unscheduled OT	29,512	30,773	32,036	33,298	34,558	35,821	37,082	38,345	39,605	40,867	42,133	42,995	43,879	44,768	45,707
<b>Lieutenant</b>															
Annual	62,298,240	63,912,480	65,527,840	68,625,600	71,323,360	74,021,120	75,648,760	77,813,760	79,788,960						
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000						
Total Annual	65,398,240	66,912,480	69,027,840	71,725,600	74,423,360	77,121,120	78,748,760	80,413,760	82,888,960						
Bi-Weekly	2,395,086	2,454,326	2,535,686	2,639,446	2,743,226	2,846,966	2,909,606	2,973,606	3,038,806						
Normal Hourly Rate	29,851	30,679	31,686	32,993	34,290	35,587	36,370	37,170	38,360						
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490						
Total Hourly	31,441	32,169	33,186	34,483	35,780	37,077	37,860	38,660	39,850						
Unscheduled OT	47,162	48,254	49,780	51,725	53,671	55,616	56,791	57,991	59,776						
<b>Captain</b>															
Annual	79,934,560	81,698,400	83,501,760	85,348,800	87,235,360										
Training Incentive	3,100,000	3,100,000	3,100,000	3,100,000	3,100,000										
Total Annual	83,034,560	84,798,400	86,601,760	88,448,800	90,335,360										
Bi-Weekly	3,074,411	3,142,251	3,211,611	3,282,651	3,355,211										
Normal Hourly Rate	38,430	39,278	40,145	41,033	41,940										
Training Incentive	1,490	1,490	1,490	1,490	1,490										
Total Hourly	39,921	40,771	41,644	42,523	43,430										
Unscheduled OT	59,881	61,153	62,453	63,785	65,146										

FY2016 Pay Scale

\* Effective the first full pay period following July 1, 2015.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Steps																
<b>Firefighter</b>	38,640.223	40,415.742	42,193.373	43,968.892	45,742.300	47,515.990	49,285.450	51,071.080	52,846.488	54,622.007	56,403.850	57,617.800	58,862.297	60,134.350	61,434.850	62,767.017
Annual	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000
Training Incentive	41,740.223	43,515.742	45,293.373	47,068.892	48,842.300	50,619.990	52,395.450	54,173.080	55,946.488	57,722.007	59,503.850	60,717.800	61,961.297	63,234.350	64,534.850	65,867.017
Total Annual	1,486.362	1,554.452	1,622.822	1,691.111	1,759.319	1,827.680	1,895.979	1,964.349	2,032.557	2,100.846	2,169.378	2,216.069	2,263.896	2,312.860	2,362.879	2,414.116
Bi-Weekly	18.577	19.431	20.285	21.139	21.991	22.846	23.700	24.554	25.407	26.261	27.117	27.701	28.289	28.911	29.536	30.176
Normal Hourly Rate	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Training Incentive	20.057	20.921	21.775	22.629	23.481	24.336	25.190	26.044	26.897	27.751	28.607	29.191	29.789	30.401	31.026	31.656
Total Hourly	30.101	31.382	32.663	33.944	35.222	36.505	37.786	39.067	40.346	41.627	42.911	43.787	44.684	45.602	46.540	47.500
Unscheduled OT																
<b>Lieutenant</b>	63,482.714	65,019.667	67,166.758	69,004.984	72,643.210	75,381.437	77,034.506	78,723.466	81,235.794							
Annual	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000							
Training Incentive	66,582.714	68,119.667	70,266.758	73,004.984	75,743.210	78,481.437	80,134.506	81,823.466	84,335.794							
Total Annual	2,441.643	2,500.756	2,563.337	2,688.653	2,793.970	2,899.286	2,962.866	3,027.626	3,124.454							
Bi-Weekly	30.521	31.259	32.292	33.608	34.925	36.241	37.036	37.848	39.056							
Normal Hourly Rate	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490							
Training Incentive	32.011	32.749	33.782	35.098	36.415	37.731	38.526	39.338	40.546							
Total Hourly	48.017	49.124	50.674	52.648	54.623	56.997	57.750	59.008	60.820							
Unscheduled OT																
<b>Captain</b>	81,983.578	83,173.876	85,004.286	86,879.082	88,799.890											
Annual	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000											
Training Incentive	84,483.578	86,273.876	88,104.286	89,979.082	91,893.890											
Total Annual	3,130.14	3,190.14	3,199.40	3,241.50	3,415.15											
Bi-Weekly	39.127	39.987	40.867	41.769	42.689											
Normal Hourly Rate	1.490	1.490	1.490	1.490	1.490											
Training Incentive	40.62	41.48	42.36	43.26	44.18											
Total Hourly	60.926	62.217	63.537	64.889	66.270											
Unscheduled OT																

**FY2017 Pay Scale - July 1, 2016**  
 \* Effective the first full pay period following July 1, 2016.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Entry-1															
<b>Firefighter</b>																
Annual	39,026.625	40,819.900	42,613.307	44,406.881	46,199.723	47,995.130	49,788.404	51,583.811	53,374.953	55,168.227	56,967.859	58,763.978	59,449.910	60,735.694	62,049.198	63,394.687
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000
Total Annual	42,126.625	43,919.900	45,713.307	47,506.881	49,299.723	51,095.130	52,888.404	54,683.811	56,474.953	58,268.227	60,067.859	61,293.978	62,549.910	63,895.694	65,149.198	66,494.687
Bi-Weekly	1,501.02	1,570.00	1,639.05	1,708.02	1,776.91	1,845.97	1,914.94	1,983.98	2,052.88	2,121.85	2,191.07	2,238.23	2,286.53	2,335.99	2,386.51	2,438.26
Normal Hourly Rate	18.763	19.625	20.488	21.350	22.211	23.075	23.937	24.800	25.661	26.523	27.388	27.978	28.582	29.200	29.831	30.478
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	20.253	21.115	21.979	22.841	23.702	24.565	25.427	26.290	27.151	28.014	28.879	29.468	30.072	30.690	31.322	31.969
Unscheduled OT	30.380	31.673	32.968	34.261	35.553	36.847	38.141	39.435	40.727	42.020	43.313	44.202	45.108	46.035	46.983	47.953
<b>Lieutenant</b>																
Annual	64,117.541	65,669.864	67,838.425	70,604.034	73,868.643	76,135.251	77,804.851	79,510.701	82,048.152							
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000							
Total Annual	67,217.541	68,769.864	70,938.425	73,704.034	76,968.643	79,235.251	80,904.851	82,610.701	85,148.152							
Bi-Weekly	2,468.06	2,525.76	2,609.17	2,715.54	2,821.91	2,928.28	2,992.49	3,058.10	3,153.70							
Normal Hourly Rate	30.826	31.572	32.615	33.944	35.274	36.603	37.406	38.226	39.446							
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490							
Total Hourly	32.312	33.06	34.11	35.43	36.76	38.09	38.90	39.72	40.94							
Unscheduled OT	48.474	49.594	51.138	53.152	55.146	57.141	58.345	59.575	61.405							
<b>Captain</b>																
Annual	82,197.414	84,005.615	85,854.329	87,747.822	89,681.829											
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000											
Total Annual	85,297.414	87,105.615	88,954.329	90,847.822	92,781.829											
Bi-Weekly	3,161.44	3,230.99	3,302.09	3,374.92	3,449.30											
Normal Hourly Rate	59.518	60.387	61.276	62.186	63.116											
Training Incentive	1.490	1.490	1.490	1.490	1.490											
Total Hourly	61.008	61.877	62.766	63.676	64.606											
Unscheduled OT	61.513	62.817	64.150	65.515	66.910											

PR2017 Pay Scale - January 1, 2017  
 \* Effective the first full pay period following January 1, 2017.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	39,416.892	41,228.099	43,041.460	44,852.667	46,661.720	48,475.081	50,286.288	52,099.649	53,908.702	55,719.910	57,537.578	59,357.578	61,175.918	63,004.409	64,843.051	66,688.680
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000
Total Annual	42,516.892	44,328.099	46,141.460	47,952.667	49,761.720	51,575.081	53,386.288	55,199.649	57,008.702	58,819.910	60,637.578	62,457.578	64,275.918	66,094.409	67,913.051	69,732.680
Bi-Weekly	1,516.08	1,585.70	1,655.44	1,725.10	1,794.68	1,864.43	1,934.09	2,003.83	2,073.41	2,143.07	2,212.98	2,282.61	2,352.40	2,422.35	2,492.37	2,562.64
Normal Hourly Rate	18.950	19.821	20.699	21.564	22.434	23.305	24.176	25.048	25.918	26.788	27.662	28.538	29.412	30.286	31.160	32.034
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	20.441	21.312	22.189	23.054	23.924	24.796	25.666	26.538	27.408	28.279	29.153	30.027	30.901	31.775	32.649	33.523
Unscheduled OT	30.661	31.967	33.275	34.581	35.885	37.194	38.500	39.807	41.112	42.418	43.725	45.032	46.337	47.643	48.948	50.254
<b>Lieutenant</b>																
Annual	64,738.716	66,326.563	68,516.809	71,110.074	74,103.339	76,896.604	79,589.900	82,305.808	85,068.634	87,882.900	90,753.100	93,684.400	96,679.900	99,734.700	102,854.000	106,032.000
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000
Total Annual	67,838.716	69,426.563	71,616.809	74,410.074	77,203.339	79,996.604	82,689.900	85,405.808	88,168.634	90,982.900	93,853.100	96,784.400	99,784.900	102,834.700	105,954.000	109,132.000
Bi-Weekly	2,490.72	2,551.02	2,635.26	2,742.70	2,850.13	2,957.56	3,022.42	3,088.68	3,157.26	3,227.10	3,297.20	3,367.50	3,438.00	3,508.70	3,579.60	3,650.80
Normal Hourly Rate	31.134	31.888	32.941	34.294	35.627	36.970	37.730	38.609	39.511	40.436	41.384	42.356	43.352	44.372	45.416	46.484
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	32.624	33.378	34.431	35.784	37.117	38.460	39.220	40.099	41.001	41.926	42.874	43.846	44.842	45.862	46.906	47.974
Unscheduled OT	48.997	50.067	51.647	53.661	55.675	57.690	59.706	61.722	63.738	65.754	67.770	69.786	71.802	73.818	75.834	77.850
<b>Captain</b>																
Annual	83,019.988	84,845.671	86,712.873	88,625.301	90,578.648	92,577.500	94,617.450	96,703.000	98,830.650	101,005.000	103,222.500	105,488.500	107,809.500	110,181.000	112,609.500	115,091.500
Training Incentive	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000	3,100.000
Total Annual	86,119.988	87,945.671	89,812.873	91,725.301	93,678.648	95,677.500	97,717.450	99,803.000	101,930.650	104,105.000	106,322.500	108,588.500	110,909.500	113,281.000	115,711.000	118,191.500
Bi-Weekly	3,193.05	3,263.30	3,335.11	3,408.67	3,483.79	3,560.38	3,638.42	3,717.92	3,800.00	3,884.50	3,970.42	4,057.78	4,146.60	4,236.90	4,328.70	4,421.00
Normal Hourly Rate	39.913	40.791	41.689	42.608	43.547	44.506	45.485	46.484	47.503	48.542	49.601	50.680	51.779	52.898	54.037	55.196
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	41.403	42.281	43.179	44.098	45.037	46.000	46.995	48.014	49.053	50.112	51.191	52.290	53.409	54.548	55.707	56.886
Unscheduled OT	62.105	63.422	64.769	66.148	67.557	68.996	70.465	71.964	73.493	75.052	76.641	78.260	79.909	81.588	83.297	85.036

Basic - 56 Hour Employee

FY2014 Pay Scale

	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	34,962.432	36,712.909	38,462.385	40,212.862	41,962.338	43,711.815	45,461.291	47,210.768	48,960.244	50,709.720	52,459.196	54,208.672	55,958.148	57,707.624	59,457.100	61,206.576
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	39,921.142	41,671.629	43,421.115	45,171.602	46,921.088	48,671.575	50,422.061	52,172.548	53,922.034	55,672.520	57,423.006	59,173.492	60,923.978	62,674.464	64,424.950	66,175.436
Bi-Weekly	840.44	882.52	924.58	966.67	1,008.75	1,050.83	1,092.91	1,134.99	1,177.07	1,219.15	1,261.23	1,303.31	1,345.39	1,387.47	1,429.55	1,471.63
Normal Hourly Rate	10.506	11.032	11.557	12.083	12.608	13.134	13.660	14.186	14.711	15.237	15.764	16.290	16.816	17.342	17.868	18.394
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	11.996	12.522	13.047	13.573	14.098	14.624	15.150	15.676	16.201	16.727	17.254	17.780	18.306	18.832	19.358	19.884
Scheduled OT	17.993	18.782	19.571	20.360	21.148	21.937	22.726	23.515	24.302	25.091	25.880	26.669	27.458	28.247	29.036	29.825
Unscheduled OT	27.448	28.711	29.972	31.235	32.495	33.758	35.020	36.282	37.542	38.805	40.069	41.331	42.594	43.857	45.119	46.382
<b>Lieutenant</b>																
Annual	59,438.740	60,953.032	62,467.324	63,981.616	65,495.908	67,010.200	68,524.492	70,038.784	71,553.076	73,067.368	74,581.660	76,095.952	77,610.244	79,124.536	80,638.828	82,153.120
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	64,397.460	65,911.752	67,426.044	68,940.336	70,454.628	71,968.920	73,483.212	74,997.504	76,511.796	78,026.088	79,540.380	81,054.672	82,568.964	84,083.256	85,597.548	87,111.840
Bi-Weekly	1,232.82	1,265.22	1,297.62	1,330.02	1,362.42	1,394.82	1,427.22	1,459.62	1,492.02	1,524.42	1,556.82	1,589.22	1,621.62	1,654.02	1,686.42	1,718.82
Normal Hourly Rate	17.860	18.315	18.770	19.225	19.680	20.135	20.590	21.045	21.500	21.955	22.410	22.865	23.320	23.775	24.230	24.685
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	19.350	19.805	20.260	20.715	21.170	21.625	22.080	22.535	22.990	23.445	23.900	24.355	24.810	25.265	25.720	26.175
Scheduled OT	29.025	29.708	30.391	31.074	31.757	32.440	33.123	33.806	34.489	35.172	35.855	36.538	37.221	37.904	38.587	39.270
Unscheduled OT	45.099	46.192	47.285	48.378	49.471	50.564	51.657	52.750	53.843	54.936	56.029	57.122	58.215	59.308	60.401	61.494
<b>Captain</b>																
Annual	77,075.088	78,688.595	80,302.102	81,915.609	83,529.116	85,142.623	86,756.130	88,369.637	89,983.144	91,596.651	93,210.158	94,823.665	96,437.172	98,050.679	99,664.186	101,277.693
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	82,033.808	83,647.315	85,260.822	86,874.329	88,487.836	90,101.343	91,714.850	93,328.357	94,941.864	96,555.371	98,168.878	99,782.385	101,395.892	103,009.399	104,622.906	106,236.413
Bi-Weekly	1,552.77	1,591.18	1,629.59	1,668.00	1,706.41	1,744.82	1,783.23	1,821.64	1,860.05	1,898.46	1,936.87	1,975.28	2,013.69	2,052.10	2,090.51	2,128.92
Normal Hourly Rate	23.160	23.689	24.218	24.747	25.276	25.805	26.334	26.863	27.392	27.921	28.450	28.979	29.508	30.037	30.566	31.095
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	24.650	25.179	25.708	26.237	26.766	27.295	27.824	28.353	28.882	29.411	29.940	30.469	30.998	31.527	32.056	32.585
Scheduled OT	36.974	37.769	38.564	39.359	40.154	40.949	41.744	42.539	43.334	44.129	44.924	45.719	46.514	47.309	48.104	48.899
Unscheduled OT	57.818	59.090	60.362	61.634	62.906	64.178	65.450	66.722	67.994	69.266	70.538	71.810	73.082	74.354	75.626	76.898

**FY2015 Pay Scale**

\* Effective the first full pay period following November 1, 2014.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	35,962.422	37,712.909	39,463.395	41,213.882	42,964.366	44,714.853	46,465.340	48,215.826	49,966.312	51,716.799	53,467.285	54,661.232	55,855.179	57,049.126	58,243.073	59,437.020
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	40,921.142	42,671.629	44,422.115	46,172.602	47,923.086	49,673.573	51,424.060	53,174.546	54,925.032	56,675.519	58,426.005	59,619.952	60,813.900	62,007.847	63,201.794	64,395.741
Bi-Weekly	854.48	906.56	948.62	990.71	1,032.71	1,074.79	1,116.87	1,158.95	1,201.04	1,243.12	1,285.20	1,313.97	1,342.74	1,371.51	1,400.28	1,429.05
Normal Hourly Rate	10.806	11.332	11.858	12.384	12.909	13.435	13.961	14.487	15.012	15.538	16.063	16.425	16.787	17.149	17.511	17.873
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	12,296	12,822	13,348	13,874	14,399	14,925	15,451	15,977	16,502	17,028	17,553	17,915	18,277	18,639	19,001	19,363
Scheduled OT	18,444	19,233	20,022	20,811	21,598	22,387	23,176	23,965	24,753	25,542	26,332	26,872	27,412	27,952	28,492	29,032
Unscheduled OT	28,169	29,432	30,693	31,957	33,216	34,479	35,741	37,003	38,263	39,526	40,789	41,654	42,518	43,383	44,247	45,112
<b>Lieutenant</b>																
Annual	60,438.740	61,953.032	63,467.324	64,981.616	66,495.908	68,010.200	69,524.492	71,038.784	72,553.076	74,067.368	75,581.660	76,575.616	77,569.572	78,563.528	79,557.484	80,551.440
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	65,397.460	66,911.752	68,426.044	69,940.336	71,454.628	72,968.920	74,483.212	75,997.504	77,511.796	79,026.088	80,540.380	81,334.336	82,128.292	82,922.248	83,716.204	84,510.160
Bi-Weekly	1,452.85	1,489.26	1,525.67	1,562.08	1,598.49	1,634.90	1,671.31	1,707.72	1,744.13	1,780.54	1,816.95	1,838.72	1,860.49	1,882.26	1,904.03	1,925.80
Normal Hourly Rate	18.161	18.616	19.071	19.526	19.981	20.436	20.891	21.346	21.801	22.256	22.711	22.915	23.119	23.323	23.527	23.731
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	19,651	20,106	20,561	21,016	21,471	21,926	22,381	22,836	23,291	23,746	24,201	24,364	24,527	24,690	24,853	25,016
Scheduled OT	29,476	30,159	30,842	31,525	32,208	32,891	33,574	34,257	34,940	35,623	36,306	36,772	37,238	37,704	38,170	38,636
Unscheduled OT	45,821	46,913	48,005	49,097	50,189	51,281	52,373	53,465	54,557	55,649	56,741	57,176	57,611	58,046	58,481	58,916
<b>Captain</b>																
Annual	78,075.068	79,838.595	81,602.122	83,365.649	85,129.176	86,892.703	88,656.230	90,419.757	92,183.284	93,946.811	95,710.338	96,877.285	98,044.232	99,211.179	100,378.126	101,545.073
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	83,033.788	84,797.315	86,560.842	88,324.369	90,087.896	91,851.423	93,614.950	95,378.477	97,142.004	98,905.531	100,669.058	101,827.005	102,984.952	104,142.900	105,300.847	106,458.794
Bi-Weekly	1,767.80	1,919.20	2,070.60	2,222.00	2,373.40	2,524.80	2,676.20	2,827.60	2,979.00	3,130.40	3,281.80	3,341.72	3,401.64	3,461.56	3,521.48	3,581.40
Normal Hourly Rate	23.460	23.990	24.520	25.050	25.580	26.110	26.640	27.170	27.700	28.230	28.760	29.015	29.270	29.525	29.780	30.035
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	24,950	25,480	26,010	26,540	27,070	27,600	28,130	28,660	29,190	29,720	30,250	30,444	30,638	30,832	31,026	31,220
Scheduled OT	37,425	38,220	39,015	39,810	40,605	41,400	42,195	42,990	43,785	44,580	45,375	45,872	46,369	46,866	47,363	47,860
Unscheduled OT	58,539	59,811	61,083	62,355	63,627	64,899	66,171	67,443	68,715	69,987	71,259	71,816	72,373	72,930	73,487	74,044



**FY2016 Pay Scale**

• Effective the first full pay period following July 1, 2015.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	36,751.858	38,528.603	40,304.331	42,082.050	43,855.259	45,632.003	47,408.746	49,185.491	50,958.659	52,735.402	54,515.721	55,731.150	56,974.594	58,246.514	59,547.751	60,878.917
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	41,710.578	43,487.323	45,263.051	47,040.810	48,813.979	50,590.723	52,367.466	54,144.211	55,917.379	57,694.122	59,474.441	60,689.870	61,933.314	63,205.234	64,506.471	65,837.637
Bi-Weekly	883.46	926.17	968.85	1,011.59	1,054.21	1,096.92	1,139.63	1,182.34	1,224.97	1,267.68	1,310.47	1,339.69	1,369.58	1,400.16	1,431.44	1,463.44
Normal Hourly Rate	11.043	11.577	12.111	12.645	13.178	13.712	14.245	14.779	15.312	15.846	16.381	16.746	17.120	17.502	17.888	18.293
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	12.533	13.067	13.601	14.135	14.668	15.202	15.735	16.269	16.802	17.336	17.871	18.236	18.610	18.992	19.383	19.783
Scheduled OT	18.800	19.601	20.401	21.202	22.001	22.802	23.603	24.404	25.203	26.004	26.806	27.354	27.915	28.488	29.074	29.674
Unscheduled OT	28.759	30.020	31.301	32.583	33.861	35.143	36.424	37.705	38.984	40.265	41.549	42.426	43.322	44.240	45.178	46.138
<b>Lieutenant</b>																
Annual	61,595.321	63,132.327	64,679.857	66,018.259	67,556.661	69,095.063	70,754.016	72,453.420	74,203.274	75,953.578	77,704.332	79,455.536	81,207.190	82,959.294	84,711.848	86,464.952
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	66,554.041	68,091.047	69,628.577	71,976.979	73,515.381	75,053.783	76,592.185	78,130.587	79,668.990	81,207.298	82,745.700	84,284.002	85,822.304	87,360.606	88,898.908	90,437.210
Bi-Weekly	1,480.66	1,517.60	1,554.54	1,591.48	1,628.42	1,665.36	1,702.30	1,739.24	1,776.18	1,813.12	1,850.06	1,887.00	1,923.94	1,960.88	1,997.82	2,034.76
Normal Hourly Rate	18.508	19.170	19.615	20.438	21.261	22.084	22.907	23.730	24.553	25.376	26.199	26.922	27.745	28.568	29.391	30.214
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	20.000	20.660	21.105	21.928	22.751	23.574	24.397	25.220	26.043	26.866	27.689	28.512	29.335	30.158	30.981	31.804
Scheduled OT	28.997	30.690	31.658	32.892	34.127	35.361	36.595	37.829	39.063	40.297	41.531	42.765	44.000	45.234	46.468	47.702
Unscheduled OT	46.655	47.763	49.312	51.287	53.261	55.236	57.210	59.185	61.159	63.134	65.109	67.084	69.059	71.034	73.009	74.984
<b>Captain</b>																
Annual	79,496.194	81,286.174	83,117.322	84,990.588	86,906.958	88,856.432	90,849.010	92,883.692	94,960.478	97,080.270	99,243.068	101,448.872	103,696.682	105,986.498	108,318.320	110,692.148
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	84,454.914	86,244.894	88,076.042	89,949.308	91,865.678	93,815.152	95,807.730	97,842.412	99,929.198	102,067.990	104,256.782	106,495.574	108,784.366	111,123.158	113,511.950	115,950.742
Bi-Weekly	1,910.97	1,953.99	1,998.01	2,043.04	2,089.11	2,136.22	2,184.37	2,233.56	2,283.79	2,335.06	2,387.38	2,440.75	2,495.18	2,550.67	2,607.22	2,664.84
Normal Hourly Rate	23.887	24.625	24.975	25.538	26.114	26.703	27.304	27.917	28.542	29.179	29.828	30.489	31.162	31.847	32.544	33.253
Training Incentive	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490	1.490
Total Hourly	25.380	26.115	26.465	27.028	27.604	28.193	28.794	29.407	30.039	30.689	31.348	32.009	32.681	33.354	34.038	34.733
Scheduled OT	38.066	39.872	39.698	40.542	41.406	42.280	43.164	44.058	44.962	45.876	46.799	47.732	48.675	49.628	50.591	51.564
Unscheduled OT	59.564	60.855	62.175	63.526	64.908	66.321	67.765	69.240	70.746	72.283	73.851	75.460	77.100	78.771	80.474	82.209

**FY2017 Pay Scale - July 1, 2016**

\* Effective the first full pay period following July 1, 2016.

	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Firefighter</b>																
Annual	37,119.377	38,913.889	40,707.374	42,500.911	44,293.811	46,086.323	47,878.834	49,671.345	51,463.856	53,256.367	55,048.878	56,841.389	58,633.900	60,426.411	62,218.922	64,011.433
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	42,078.097	43,872.609	45,666.094	47,460.631	49,255.531	51,050.043	52,844.554	54,639.066	56,433.577	58,228.089	60,022.600	61,817.111	63,611.622	65,406.133	67,200.644	69,000.155
Bi-Weekly	802.29	935.43	978.54	1,021.70	1,064.76	1,107.89	1,151.03	1,194.17	1,237.22	1,280.35	1,323.58	1,366.72	1,409.85	1,452.99	1,496.12	1,539.26
Normal Hourly Rate	11.154	11.688	12.252	12.771	13.309	13.849	14.388	14.927	15.465	16.004	16.545	17.084	17.623	18.162	18.701	19.240
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	12,644	13,183	13,722	14,261	14,799	15,339	15,878	16,417	16,955	17,494	18,035	18,574	19,113	19,652	20,191	20,730
Scheduled OT	18,965	19,774	20,583	21,392	22,199	23,008	23,817	24,626	25,433	26,242	27,052	27,862	28,671	29,481	30,290	31,100
Unscheduled OT	29,004	30,298	31,591	32,886	34,178	35,472	36,766	38,060	39,352	40,646	41,942	43,238	44,534	45,830	47,126	48,422
<b>Lieutenant</b>																
Annual	62,211.274	63,763.651	65,316.028	66,868.404	68,420.781	69,973.158	71,525.534	73,077.911	74,630.288	76,182.665	77,735.042	79,287.419	80,839.796	82,392.172	83,944.549	85,496.926
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	67,169.994	68,722.371	70,274.748	71,827.125	73,379.502	74,931.879	76,484.256	78,036.633	79,589.010	81,141.387	82,693.764	84,246.141	85,798.518	87,350.895	88,903.272	90,455.649
Bi-Weekly	1,295.46	1,532.78	1,584.92	1,637.06	1,689.20	1,741.34	1,793.48	1,845.62	1,897.76	1,949.90	2,002.04	2,054.18	2,106.32	2,158.46	2,210.60	2,262.74
Normal Hourly Rate	18.693	19,160	19,627	20,094	20,561	21,028	21,495	21,962	22,429	22,896	23,363	23,830	24,297	24,764	25,231	25,698
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	20,18	20,65	21,12	21,59	22,06	22,53	23,00	23,47	23,94	24,41	24,88	25,35	25,82	26,29	26,76	27,23
Scheduled OT	30,275	30,975	31,675	32,375	33,075	33,775	34,475	35,175	35,875	36,575	37,275	37,975	38,675	39,375	40,075	40,775
Unscheduled OT	47,099	48,218	49,337	50,456	51,575	52,694	53,813	54,932	56,051	57,170	58,289	59,408	60,527	61,646	62,765	63,884
<b>Captain</b>																
Annual	80,291.156	82,099.056	83,906.956	85,714.856	87,522.756	89,330.656	91,138.556	92,946.456	94,754.356	96,562.256	98,370.156	100,178.056	101,985.956	103,793.856	105,601.756	107,409.656
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	85,249.876	87,057.756	88,865.636	90,673.516	92,481.396	94,289.276	96,097.156	97,905.036	99,712.916	101,520.796	103,328.676	105,136.556	106,944.436	108,752.316	110,560.196	112,368.076
Bi-Weekly	1,630.08	1,675.53	1,721.00	1,766.45	1,811.90	1,857.35	1,902.80	1,948.25	1,993.70	2,039.15	2,084.60	2,130.05	2,175.50	2,220.95	2,266.40	2,311.85
Normal Hourly Rate	24,126	24,669	25,212	25,755	26,298	26,841	27,384	27,927	28,470	29,013	29,556	30,099	30,642	31,185	31,728	32,271
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	25,616	26,159	26,702	27,245	27,788	28,331	28,874	29,417	29,960	30,503	31,046	31,589	32,132	32,675	33,218	33,761
Scheduled OT	38,424	39,239	40,054	40,869	41,684	42,499	43,314	44,129	44,944	45,759	46,574	47,389	48,204	49,019	49,834	50,649
Unscheduled OT	60,137	61,441	62,745	64,049	65,353	66,657	67,961	69,265	70,569	71,873	73,177	74,481	75,785	77,089	78,393	79,697

FR2017 Pay Scale - January 1, 2017

\* Effective the first full pay period following January 1, 2017.

	Entry-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Steps																
<b>Firefighter</b>																
Annual	37,490.571	39,303.028	41,114.448	42,927.940	44,736.749	46,549.206	48,361.662	50,174.119	51,982.928	53,795.384	55,611.487	56,851.347	58,119.722	59,417.269	60,744.661	62,102.583
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720
Total Annual	42,449.291	44,261.748	46,073.168	47,886.660	49,695.469	51,507.926	53,320.382	55,132.839	56,941.648	58,754.104	60,570.207	61,810.067	63,078.442	64,375.989	65,703.381	67,061.303
Bi-Weekly	901.22	944.78	988.33	1,031.92	1,075.40	1,118.97	1,162.54	1,206.11	1,249.59	1,293.16	1,336.81	1,380.62	1,397.11	1,428.30	1,460.21	1,492.85
Normal Hourly Rate	11,765	11,810	12,854	12,899	13,443	13,987	14,532	15,076	15,620	16,164	16,710	17,083	17,464	17,854	18,253	18,661
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Total Hourly	12,755	13,300	13,844	14,389	14,933	15,477	16,022	16,566	17,110	17,654	18,200	18,573	18,954	19,344	19,743	20,151
Scheduled OT	19,133	19,950	20,766	21,584	22,399	23,216	24,033	24,850	25,665	26,482	27,300	27,859	28,431	29,016	29,614	30,226
Unscheduled OT	29,271	30,579	31,885	33,193	34,497	35,804	37,111	38,418	39,723	41,030	42,339	43,294	44,148	45,084	46,041	47,021
<b>Lieutenant</b>																
Annual	62,833.387	64,401.287	66,581.983	69,385.426	72,178.670	74,972.314	76,657.471	79,381.388	80,944.011							
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720							
Total Annual	67,792.107	69,360.007	71,550.703	74,344.146	77,137.590	79,931.034	81,616.191	83,340.108	85,302.731							
Bi-Weekly	1,510.42	1,548.11	1,600.77	1,667.92	1,735.07	1,802.22	1,842.73	1,884.17	1,945.77							
Normal Hourly Rate	18,880	19,351	20,010	20,849	21,688	22,528	23,034	23,552	24,322							
Training Incentive	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490							
Total Hourly	20.37	20.84	21.50	22.34	23.18	24.02	24.52	25.04	25.81							
Scheduled OT	30,555	31,262	32,249	33,508	34,768	36,027	36,786	37,563	38,718							
Unscheduled OT	47,548	48,678	50,258	52,273	54,287	56,302	57,517	58,760	60,608							
<b>Captain</b>																
Annual	81,094.058	82,920.026	84,787.980	86,696.899	88,653.768											
Training Incentive	4,958.720	4,958.720	4,958.720	4,958.720	4,958.720											
Total Annual	86,052.788	87,878.746	89,746.700	91,657.619	93,612.488											
Bi-Weekly	1,949.38	1,993.27	2,038.17	2,084.11	2,131.10											
Normal Hourly Rate	24,367	24,916	25,477	26,051	26,639											
Training Incentive	1,490	1,490	1,490	1,490	1,490											
Total Hourly	25.86	26.41	26.97	27.54	28.13											
Scheduled OT	38,786	39,609	40,451	41,312	42,193											
Unscheduled OT	60,716	62,033	63,380	64,758	66,168											

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