

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Changes to IAFF Collective Bargaining Agreement

Overview

The following memorandum addresses the revisions made to the collective bargaining agreement between the LFUCG and the IAFF. This agreement will expire in October of 2020. Through this memorandum I will first address revisions made to the wage article. I will then address other revisions to the agreement in the order they appear in the agreement.

Wage Settlement

I. Article 49 – Pay Schedule

- a. Wage increases will be as follows:
 - i. Upon Ratification – 3.0%
 - ii. July 1, 2018 – 2.0%
 - iii. July 1, 2019 – 1.5%
- b. Paramedic Assigned pay will increase from \$1.583 to \$1.833 for 56-Hour employees and from \$2.534 to \$2.934 for 40-Hour employees beginning with the first full pay period after July 1, 2018.
- c. The following were added to the list of certifications for which employees can receive additional pay for:
 - i. Rescue Dive Certification
 - ii. Structural Collapse Technician Certification
 - iii. Car Seat Certification
- d. A statement was included in the Agreement noting that Rescue Dive Certification and Structural Collapse Technician Certification will be paid regardless of assignment.
- e. Pay for the additional certifications is being increased from \$0.35 to \$0.37 per hour for 56-Hour employees and from \$0.56 to \$0.59 per hour for 40-Hour employees.
- f. The maximum amount of compensatory time that can be accumulated is being increased from 120 hours to 168 hours.
- g. A section is being added, allowing fire investigators to be required to work on-call at the sole discretion of the Chief or designee. These investigators will be paid

\$1,000 annually, which will be paid on a bi-weekly basis. An investigator who ceases on-call responsibility will no longer receive the bi-weekly payment.

Additional Contract Changes

II. Article 6 – Dues Checkoff

- a. The fair share fee was removed from the collective bargaining agreement. The union will now be restricted to collecting dues from members of the collective bargaining unit.

III. Article 11 – Promotions (Formerly Article 12)

- a. The following courses were added to the courses that can be completed as a part of the promotional process for lieutenants:
 - i. Leadership in Supervision: Professional Growth (646)
 - ii. Preparation for Initial Company Operations
- b. The following courses were added to the courses that can be completed as a part of the promotional process for captains:
 - i. Command and Control of Incident Operations (312)
 - ii. EMS Incident Operations (147)
 - iii. Leadership in Supervision II: Perspectives in Thinking (647)
 - iv. Leadership in Supervision III: Frameworks to Success (648)
- c. The following courses were added to the courses that can be completed as a part of the promotional process for majors:
 - i. Decision Making at Multi Alarm Incidents (297)
- d. The Uniform Disciplinary Guidelines (UDG) were added as a source of testing material for all promotions.

IV. Article 12 – Grievance Procedure (Formerly Article 13)

- a. References to “calendar days” throughout the article were changed to “business days.”
- b. Step five of the grievance procedure was revised to require that an arbitrator be chosen who has an office in Kentucky or in the states contiguous to Kentucky.

V. Article 19 – Discipline (Formerly Article 20)

- a. Definitions for “informal complaint,” “formal complaint,” and “days” were added to the Article.
- b. The process for disciplinary actions was revised to reflect the following:
 - i. The decision to advance an allegation to a formal complaint must be done within fifteen days of receipt of an allegation, barring unforeseen factors. A formal investigation must be completed and allegations validated within forty-five days of the formal complaint.
 - ii. Upon validation of the allegations through the formal investigation, a pre-disciplinary hearing shall be provided. The member and the Local 526 shall be provided notice of the hearing at least ten days prior to the hearing. The notice shall include a summary of charges against the member.
 - iii. Attendance at the hearing shall be compulsory. The member shall be on paid time when the pre-disciplinary hearing is held and overtime shall be paid if required by the provisions of the Agreement.
 - iv. The Bargaining Unit member shall have the right to be accompanied by a Local 526 representative who may advise the Bargaining Unit member at the hearing. The Bargaining Unit member shall have the opportunity to answer the allegations and charges made against them.
 - v. The PDRB (Pre-Disciplinary Review Board) shall make a recommendation of disciplinary action to the Chief.

VI. Article 26 – Vacations (Formerly Article 27)

- a. This article was revised to require 56-hour employees to take vacation leave in minimum blocks of four hours, and to require 40-hour employees to take vacation leave in minimum blocks of two hours. It was noted in the revision that employees will not be permitted to divide a block of time, meaning, for example, that if they wish to take six hours off, they will be required to take a total of eight hours of vacation leave (two complete 4-hour blocks of time).

VII. Article 27 – Holidays (Formerly Article 28)

- a. This Article was revised to require that 56-hour employees take leave in minimum blocks of four hours, and to require that 40-hour employees take leave in minimum blocks of two hours.

VIII. Article 28 – Sick Leave (Formerly Article 29)

- a. This Article was revised to require that 56-hour employees take leave in minimum blocks of four hours, and to require that require 40-hour employees take leave in minimum blocks of two hours. A caveat was included here, recognizing that, if an

employee becomes ill while at work, he or she may be required to take off fewer than four hours.

IX. Article 34 – Scheduling of Leaves

- a. The number of leave requests that may be granted per day was increased from 21 to 25.
- b. The language requiring an additional leave request to be granted for every ten employees hired over 150, and requiring one leave request to be removed for every ten employees removed below 150, was stricken from the Agreement.
- c. Language was included requiring any request for leave (other than a request for sick leave) to be made by 8:00 AM (0800 Hours) on the duty day prior to the day on which the leave will be used. It was noted that any request made after such time would be granted at the discretion of the shift commander.
- d. The following revisions were made regarding the use of compensatory time:
 - i. Compensatory time must be requested by 8:00 AM (0800 Hours) on the duty day prior to the day the compensatory time will be used.
 - ii. Compensatory time must be taken in minimum blocks of four hours.

X. Article 40 – Reimbursement

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

XI. Article 45 – Tuition/Education Incentive Benefit

- a. Language was added to this Article providing for an annual incentive pay of \$500.00 after the successful completion of the Managing Fire Officer program.
- b. A new section was added, addressing employee requests to attend training programs. Specifically, if an employee wants to attend training referenced in Section 3 of the Article, the employee will request approval from the Chief or designee. The Chief or designee will review the request and determine whether the Employee can attend during his or her regular schedule, or whether the Employee must use accrued leave to attend the training.

c. Education Incentive pay was included in the Article. Such incentive pay will be follows:

- i. 30-59 credit hours earned \$450.00
- ii. 60-89 credit hours earned \$750.00
- iii. 90+ credit hours earned \$950.00
- iv. Bachelors Degree \$1,500.00

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