

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)

AND

BLUEGRASS FRATERNAL ORDER OF POLICE, LODGE NO. 4

LIEUTENANTS AND CAPTAINS UNIT

November 1, 2016 — October 31, 2020

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this ____ day of _____, 2016, by and between Lexington-Fayette Urban County Government (hereinafter "LFUCG"), and Bluegrass Fraternal Order of Police, Lodge No. 4 (hereinafter the "Lodge"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Lexington Police Department, which will be referred to as "Police Department" in this agreement.

ARTICLE 1

RECOGNITION

Section 1. Pursuant to KRS 67A.6901 et seq., LFUCG recognizes the Lodge as the exclusive collective bargaining representative of its sworn police officers holding the positions of Lieutenant and Captain in the Police Department. Sworn personnel in grades other than Lieutenant and Captain, are not included in this recognition.

Section 2. The Lodge recognizes the Mayor's representative and designee as the sole representative of LFUCG for the purposes of collective bargaining negotiations.

Section 3. As used in this Agreement, unless specified otherwise, the term "members" refers to sworn employees of the Lexington Police Department holding the grades of Police Lieutenant and Captain, with the exception of the Chief of Police, Assistant Chief of Police, Commander or any officer above the rank of Captain.

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

ARTICLE 2

SUBORDINATION

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

ARTICLE 3

LFUCG RIGHTS

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

1. Determination of the organizational structure of the Police Department, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
2. The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this Agreement.
3. Assignment of personnel consistent with the terms of Article 9.
4. Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with applicable statutory law and this Agreement.
5. Establishment of standards of performance and service, and taking disciplinary action subject to applicable state law and this Agreement.
6. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a

suspension from pay; although LFUCG reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered member from pay shall be deemed a disciplinary action.

7. Elimination of positions, and any consequent reductions in force or layoffs.

Section 2. This Agreement is not intended to restrict consultation with the Lodge regarding matters within the right of LFUCG to determine.

ARTICLE 4

NON-DISCRIMINATION

Neither LFUCG nor the Lodge shall discriminate unlawfully against any member because he or she is or is not a member of the Lodge, nor because of lawful Lodge activity or refraining therefrom, nor shall either party discriminate against any member on the basis of race, color, sex, creed, religion, marital status, ages, national origin, disability, political affiliation, or sexual orientation.

ARTICLE 5

STRIKES, WORK STOPPAGES, SLOWDOWNS, AND LAYOFFS

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

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

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

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

Section 5. Any member receiving notice of a layoff shall have ten (10) calendar days following receipt in which to exercise his right to bump the least senior member within the same or lower classification. Any member who is bumped from his position shall have ten (10) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, members who have exercised their bumping rights shall have the opportunity to reverse this privilege. Members who bump into a lower classification shall retain their previously accrued seniority in grade.

Section 6. Members who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff.

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

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

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

Section 10. A laid off Bargaining Unit member shall have the option to receive payment for all earned but unused leave, which shall include but not limited to vacation and holiday time for which they have not otherwise been compensated. Bargaining Unit members with any accumulated compensatory time shall be allowed to exhaust that time off with pay prior to the effective date of the layoff.

Section 11. Health and life insurance coverage, per this Agreement, will be continued until the end of the next full month after the effective date following the month of the layoff. A member may, thereafter, elect to continue participation in such health plan in accordance with L.F.U.C.G.'s COBRA policy.

ARTICLE 6

LODGE SECURITY

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

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

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

Section 4. Lodge membership dues, and fair share fees, shall be transmitted to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding month after such deductions are made. The Lodge shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction.

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

A. Employees who are included in the collective bargaining unit but who exercise their right to decline to become members of the Lodge, shall be required to pay a fair share fee, the amount of which shall be determined as set forth below.

B. The Lodge shall provide to all affected employees and to LFUCG at least thirty (30) days advance written notice of the amount of the "fair share" fee together with an accounting by an independent certified public accountant setting forth the major categories of the union's budgeted expenses and designating those expenses which are ideological in nature, those expenses which are non-ideological, and those expenses which may be mixed in nature. The accounting and designations must be in a manner allowing for appraisal of which portions of union expenses are ideological, and should indicate the percentage proportions of total union expenses devoted to ideological, nonideological or mixed purposes. The initial amount of the fair share or service fee shall be the amount of the union dues reduced by a percentage equivalent to the percentage of total union expenses devoted to indisputably ideological purposes as determined by the certified public accountant.

C. The above described notice must also include a clear statement of the manner in which the amount of the fair share or service fee may be challenged by affected employees. The procedure for said challenges shall include a requirement that the challenges be in writing and delivered to the Lodge, with a copy to LFUCG, within thirty (30) days after receipt of the written notice described in the preceding subsection 'B'.

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

E. In the event of a challenge, the initial amount of the fair share fee (as described in subsection B, above), shall be placed in an escrow account by LFUCG until the issuance of a decision by the impartial decision-maker as set forth above.

F. In the event of a challenge, the final amount of the fair share fee as determined by the impartial decision-maker shall reflect only those expenses affirmatively related to administering the collective bargaining agreement.

G. Upon the rendering of the impartial decision-maker's decision, the disputed amount is held in escrow shall be distributed to the challenging employee, the Lodge, or both, as indicated in the arbitrator's decision.

H. Provided the foregoing conditions are met, then the deduction of the initial amount of the fair share or service fee shall be automatic following the thirty (30) day notice and information provided for hereinabove, and shall begin thirty (30) days after the provision of such notice regardless of whether the employee has signed written authorization therefore.

I. Nothing herein shall limit the rights of the parties to pursue remedies for violation of any provision under this Article, including without limitation the right to pursue remedies that could require reimbursement for the expenses (including attorney's fees) of defense of litigation resulting from failure to comply with Article 6 of this Agreement.

J. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal statutes or case law.

ARTICLE 7

LODGE BUSINESS

Section 1. The Lodge may select not more than three (3) persons within the bargaining unit and the Lodge President or designee to represent the Lodge in the negotiation of collective

bargaining agreements during working hours without loss in compensation. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data, meet with counsel and/or committee members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide fourteen (14) days prior notice to the Chief of Police of the dates and times needed to conduct business relating to collective bargaining negotiations between LFUCG and the Lodge, provided however, LFUCG and the Lodge may mutually agree to waive said notice. The Chief of Police shall be notified by the Lodge in writing of any substitutions or replacements of designated persons no less than forty eight (48) hours before each such change shall take effect.

Section 2. One (1) representative within the bargaining unit from the Lodge, in addition to the President (as provided for in Article 11), shall be granted leave with pay for the purposes of meeting with other LFUCG employees or LFUCG officials in order to process grievances filed by members covered by this Agreement and/or in order to assist in presenting any cases covered by this Agreement in arbitration proceedings. Pay to said representative shall be on a straight-time basis only. The name of the representative shall be designated within thirty (30) days of the execution of this Agreement, and changes to this name shall be provided to the Chief no less than forty-eight (48) hours before it takes effect. The amount of time spent on such activities shall be reported in writing within ten (10) days to the Chief of Police. The President and/or the designated representative shall be eligible for such leave, per grievance meeting.

Section 3. The Lodge may select no more than two (2) representatives who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be

taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representatives substitution/replacement. The President cannot serve as a representative under this section.

Section 4. The President of the Lodge, when an active sworn employee of the Lexington Police Department, shall be authorized leave to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge for a period of four hundred (400) hours with pay, and thirty-five (35) calendar days without pay in one (1) fiscal year (taken in hourly increments). The President may designate any active member who is a member of the Board of Directors of the Fraternal Order of Police to use up to a total of ten (10) days (taken in hourly increments) of such authorized leave in lieu of the President. In addition, the President of the Lodge shall be allowed to use accumulated days, annual leave, or holidays. Above referenced leaves, paid or unpaid, must be pre-approved by the member's immediate commander with forty-eight (48) hours being the standard for notification, however it is understood that some time parameters might be shorter on a case-by-case basis. Approval shall not be unreasonably withheld.

Section 5. The Chief shall authorize leave with pay for a maximum aggregate number of seven (7) duly elected delegates, no matter the number of contracts between the FOP and LFUCG, who are active sworn employees of Lexington Police Department, to attend the Kentucky State Lodge Board and annual meetings and the biennial National Conference.

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

Section 7. LFUCG agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or Lodge information. The Lodge further agrees that it will not post any material which would be derogatory to any individual, LFUCG, Lexington Police Department, Commonwealth of Kentucky, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign election meetings of the Lodge. All notices of the Lodge will consist of items in good grammar and taste and shall be signed by the President of the Lodge and/or Secretary of the Lodge and shall be on Lodge letterhead. Copies of any material so posted shall be furnished to the Chief of Police or his designee at the time of posting. LFUCG may remove any material which LFUCG determines to be in violation of this Agreement, and the Lodge will be so informed. LFUCG will determine the quantity, size and location of all bulletin boards. In addition, L.F.U.C.G. agrees the Lodge may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards to distribute Lodge Information. The electronic mail must be authored by the President or Vice President and copies of any material so electronically mailed shall likewise be furnished to the Chief of Police.

Section 8. No more than two (2) total Lodge representatives may be selected to attend sessions of the Kentucky General Assembly pursuant to Article 7, Section 3 of this Agreement and no more than seven (7) total delegates may be authorized to attend FOP meetings pursuant to Article 7, Section 4 of this Agreement and the comparable provisions in the Agreement between LFUCG and Lodge No. 4 on behalf of Police Officers and Sergeants.

ARTICLE 8

POLICE DEPARTMENT SENIORITY

Section 1. The Police Department seniority of a member shall commence on the first date of employment as a Lexington Police Department Trainee. For purposes other than pay, any Member brought into a training class as an alternate after that class has started shall be deemed to have the same seniority date as the rest of the class.

Section 2. Seniority shall be considered continuous unless the member:

- A. Is discharged for cause.
- B. Is laid off for more than twenty-four (24) months.
- C. Fails to return to work within thirty (30) days without just cause after recall subsequent to a lay-off.
- D. Voluntarily resigns, unless at the sole discretion of LFUCG, a member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her seniority shall be deemed continuous, less such time as he or she was not a member of the Lexington Police Department.

Section 3. When determining the anniversary date for reinstated Members for the purposes of step increases, the original hire date will be adjusted forward by the amount of time, up to one year, that the Member was gone. This will be the Member's new adjusted anniversary date. A Member does not have to be reinstated for a year before the next applicable step increase is effective.

Section 4. Seniority for lieutenant/captain shall commence on the date of promotion to the rank of lieutenant/captain. In the event the date of promotion for two (2) or more lieutenants/captains is the same, then the seniority will be based on the lieutenant/captain promotional list ranking. A

finalized promotional ranking list shall be provided to the Lodge within five (5) days of certification of promotional lists.

Section 5. LFUCG shall annually and upon request furnish the Lodge a seniority list based on this Article.

ARTICLE 9

ASSIGNMENTS

Section 1. Regular Days Off (R.D.O.'s) Patrol Lieutenants Only.

A. Regular days off for lieutenants assigned as Shift Lieutenants, will be rotated every three (3) months, on a date determined by the Patrol Bureau Assistant Chief. Regular days off for Field Lieutenants may be rotated as determined by the Patrol Bureau Assistant Chief.

B. A sector/platoon Lieutenant Assignment vacancy occurring after the execution of this Agreement shall be posted for a period of not less than ten (10) calendar days in the Department. Seniority in grade shall be given primary consideration in filling sector/platoon Lieutenant positions consistent with past and current practice absent another legitimate managerial reason as determined by the Chief of Police. In case of "ties", ranking on promotional eligibility list will be the determining factor.

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

A. Lieutenant vacancies will be filled utilizing the following steps:

1. Any Lieutenant vacancy must be posted for a period of ten (10) calendar days within the Department specifying the specific vacant position.

2. Applicants must submit memoranda of interest and they shall be received in the office as listed in the vacancy notice no later than the expiration of the ten (10) calendar days time period.
3. All eligible applicants shall be interviewed.
4. Interviews shall be structured utilizing the same interviewers and position related questions. Follow-up questions may be permitted.
5. The Bureau Assistant Chief will consider the applicant's attendance record, discipline imposed within five (5) years of the date of the position announcement, performance appraisals, specialized training, education, seniority, how well the applicant responded in the interview, and the operational needs of the Department.
6. The Bureau Assistant Chief shall select the person to fill the vacancy.
7. The Chief may temporarily assign a Member to any lieutenant assignment for a period of no longer than sixty (60) calendar days.
8. The Chief may assign a Member to any temporary specialized assignment. Temporary, specialized assignment is defined as having a beginning and ending date, not to exceed twelve (12) months and for which there is no existing permanent, full time and authorized position.

B. The Department shall notify all Members of an opening in the following highly sensitive positions: Public Information Officer; Public Integrity Unit, Planning and Analysis, Computer Information Services Unit, Administrative Assistants to the Chief and Assistant

Chiefs, Federal and/or State Task Force, Internet Crimes Against Children Detective, and Intelligence Unit assignments, and any other highly sensitive positions as designated by the Chief of Police. A Member may notify the Department of his interest by submitting a memorandum to the Chief or his designee. The Chief reserves the right to appoint highly sensitive positions.

C. Unit Commanders of the Emergency Response Unit, Hazardous Device Unit, Air Support Unit, and Crisis Negotiation Unit may be selected by the Chief or his designee without notifying members of the vacancy or accepting memoranda of interest.

Section 3. Lieutenant transfers.

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

1. A voluntary request;
2. A lack of funding resulting from a loss of federal/state funds;
3. An administrative reorganization;
4. An emergency;
5. A change in the Lieutenant's physical or mental condition;
6. The resolution of a grievance, disciplinary action or other problem affecting the operational efficiency of a unit or organization;
7. The need for additional personnel at a specific work site;
8. The continued professional development of the Member;
9. The best interests of the Department.

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

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

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

ARTICLE 10

PROMOTIONAL VACANCIES

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

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

Section 3. Applicants for the position of police captain shall have at least nine (9) years of satisfactory service from the date of hire and have a minimum of a Bachelor's Degree from an accredited college, university, or technical school. Service time for applicants for Police Captain shall be calculated from date of hire to the filing deadline date.

An applicant for the position of police captain must have completed one (1) year of satisfactory service in the grade of police lieutenant. Time shall be calculated from the date of promotion to the position of police lieutenant.

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

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

All written examinations shall be prepared by the Division of Human Resources from questions drawn from a test bank provided by the assessment center contractor.

Sources of testing material may include Lexington Police Department General Orders, Special Orders and Training Bulletins, government regulations, LFUCG Ordinances, Kentucky Statutes, and textbooks recommended by the Chief of Police. All source materials must be selected and announced, along with a vendor list no later than one hundred-twenty (120) days prior to the

written examination date. Candidates are encouraged to acquire their own study resources. The Police Department will make available, twenty (20) copies of text books listed on the reading list, for check out ninety (90) days in advance of the written examination. The Lodge President or his designee (who is not participating in the testing process) shall conduct a review of the test questions prior to testing. The review of questions shall include the opportunity for the Lodge President or his designee to suggest that certain questions be stricken from the test. Upon completion of this review, all test questions shall be maintained exclusively by the Division of Human Resources.

Monitors shall grade the written examination before the candidate leaves the room and the candidate shall be supplied with their raw score at that time. A complete listing of the scores from the written examination shall be completed and posted within three (3) days following the written examination. Challenges to test questions shall be made within three (3) days of said posting. The Division of Human Resources will respond to any challenges within three (3) days of receipt. If a question is struck or deemed incorrect on the answer key, points for that question shall be awarded to all candidates. Final scores will be posted within seven (7) days of the examination. A copy of the score listing shall be provided to every candidate at that time.

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

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

The Oral Board shall consist of the following members:

A. The Chief of Police or his designated representative from the rank of police captain or above.

B. An officer from a municipal police department of another jurisdiction which is not smaller than the Lexington Police Department of a rank equal to or greater than the one being tested for. The jurisdiction may not be within 50 miles of the Urban County Center and shall be selected by the Oral Board Director who shall be a member of the Division of Human Resources.

C. An instructor from an accredited law enforcement education program.

D. A minority professional member of the community with experience in education, business or government, but not associated with LFUCG selected by the Commissioner of Public Safety.

E. A member of the Lodge selected by the Lodge President at a rank equal to or greater than the one being tested for.

Each candidate's raw score will be calculated immediately after the interview is complete. The candidate will be notified of his raw score immediately following the interview.

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

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

Section 6. Following the completion of both the written and oral examinations, the Director of Human Resources or his designee shall complete a combined score. Both the written and oral scores shall be weighted 50% each of the total combined score. The Lodge President or his designee shall be afforded an opportunity to review the results prior to posting of the list. The

combined score list shall be posted by applicant number and given to each candidate no later than the day after the oral interview scores are posted. The top ten (10) candidates shall proceed to the Assessment Center.

Section 7. The Assessment Center shall be chosen by the Director of Human Resources and shall be staffed by professionals that are qualified to perform evaluations of this kind. All persons shall be from outside the fifty (50) mile limit as set forth herein.

Candidates for promotion shall be rated in areas broadly defined as job knowledge, management skills or supervisory traits. LFUCG will issue a Request for Proposal with parameters for the administration of the assessment center. Assessment measures will be based on the job task analysis for the position being tested for. Widely recognized methods will be used to evaluate performance. A performance review of the candidates' qualifications will be conducted as a component of the assessment center. Each candidate will be rated upon completion of each exercise. The ratings by the Assessment Center personnel shall be forwarded to the Director of Human Resources. Specific feedback for each candidate will be available for each exercise as provided in Section 8.

Section 8. The Director of Human Resources or his designee shall compile a composite score of the written examination, oral interview and Assessment Center process. The written test score and the oral interview score shall be weighted at 15% each, with the Assessment Center process being weighted at 70% of the final score. The Lodge President or his designee shall be afforded an opportunity to review the results prior to posting of the list. The composite score shall be posted and a copy provided to each candidate within fourteen (14) days from the time the scores are reported to Human Resources. This composite score shall be the only score used to

rank candidates for promotion on the official eligibility promotion list. Upon posting of this final list, the candidates shall be listed by name.

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

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

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

Section 11. The final eligibility list of applicants for promotion to lieutenant and captain shall remain in effect for two (2) years unless exhausted. In the event an eligibility list is exhausted, nothing shall preclude LFUCG from initiating a process to establish a new list. The new list would remain in effect two (2) years from the date of certification unless exhausted sooner.

Section 12. In the event that after the final compilation of scores a tie exists between two or more candidates for promotion, such ties shall be broken using seniority as defined in Article 8.

In the event that two or more candidates have the same seniority by hire or promotion date, the candidates' scores from the Assessment Center shall be used to break the tie.

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

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. Any controversy between LFUCG and the Lodge concerning the meaning and application of any provisions of this Agreement shall be adjusted in the manner set out below. All disciplinary actions shall be processed pursuant to applicable state law and Article 15, and shall not be subject to this grievance procedure. Only the Lodge may file a grievance pursuant to the steps set forth in this Article.

Section 2. A member filing a grievance shall be allowed Lodge representation by the President or his designee who shall be one of the persons specified in the Steps below. At any Step, the LFUCG response may be made by a designee who shall be a person specified in the Steps below: All time limits specified herein shall be calendar days. The term "grieved event" denotes the time circumstances giving rise to the grievance occurred. The following rules for the presentation and solution of grievances are prescribed:

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

Step 2 - Bureau Commander: If the oral answer obtained in Step 1 is not satisfactory, the grievance may, within thirty (30) days of the grieved event, be presented to the Bureau Commander or the designated subordinate commander (who may have additional member/members of management present), who shall meet and discuss the grievance with the member and a recognized Lodge representative who shall be the President or one of the persons specified in Article 7 Section 2 herein within fourteen (14) days after the date presented. The Bureau Commander shall give a written answer to the Lodge within ten (10) days following the meeting. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Bureau Commander and the Lodge. If no settlement is reached, the Bureau Commander, or the designated subordinate commander, shall give a written answer to the Lodge within ten (10) days following the meeting.

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

member/members of management and/or legal counsel present), shall meet and discuss the grievance with the aggrieved member, the Lodge, and legal counsel, if desired, and give the Lodge his answer in writing within ten (10) days after holding such meeting.

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

Step 5 - Arbitration:

(a) If the Lodge is not satisfied with the answer obtained in Step 4, it may, within seven (7) days after receipt by the aggrieved of the Step 4 answer, seek arbitration by notifying the other party of its intent to proceed to advisory arbitration, and requesting a panel of seven (7) names from the Federal Mediation and Conciliation Service (FMCS) or Kentucky Department of Labor.

(b) An arbitrator shall be selected by the Lodge and LFUCG by alternately striking a name from the panel submitted by the Kentucky Department of Labor or the Federal Mediation and Conciliation Service (FMCS) with the side striking first determined alternately. The parties shall meet for the

purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected.

(c) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne by the party incurring the expenses.

(d) The arbitrator's fee and expenses and cost of any hearing room shall be shared equally by each party.

(e) The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement.

(f) The decision of the arbitrator shall be advisory.

Section 3. If a grievance is not presented within the time limits set forth in this Article, the grievance shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be considered settled on the basis of LFUCG's last answer. If LFUCG does not answer a grievance within the specified time limits or any extension thereof, the grievance shall be automatically appealed to the next step. If LFUCG does not answer an appeal of the initial grievance within the specified time limits or any

extension thereof, the grievance shall be deemed confessed. The time limits in each Step may be extended by mutual agreement of LFUCG and Lodge representative(s) involved in each Step.

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

ARTICLE 12

DEPARTMENT ORDERS AND STANDARD OPERATING PROCEDURES

Section 1. LFUCG has the right to promulgate rules and regulations, including disciplining members, not inconsistent with the express provisions of this Agreement.

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

Section 3. A member shall be bound by any change in Departmental Orders, Policies, Rules, Regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be verified by signature which the member shall be required to give upon receiving the change.

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

ARTICLE 13

CONDITIONS OF EMPLOYMENT

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

Section 2. A member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix I regarding screening for drugs.

Section 3. No member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or technological replacements thereof, assigned to patrol vehicles. This Section shall not be construed to prohibit a member from performing or assisting in the performance of customary and ordinary firefighting duties and responsibilities in emergency situations.

Section 4. LFUCG agrees not to use covert electronic surveillance equipment in the investigation of any Member, with the exception of a formal administrative complaint or a criminal investigation.

ARTICLE 14

HEALTH AND SAFETY

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

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

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

Section 4. No member shall be required to work in excess of fifteen (15) hours consecutively, provided however; a member may waive this section. This section shall not apply

for Roots and Heritage Festival, New Year's Eve events, Fourth of July, and in exigent circumstances or other similar events as designated by the Chief.

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

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

Section 7. LFUCG shall issue all members a Kevlar riot helmet with an affixed face shield.

Section 8. Members may wear approved and properly maintained tactical boots with a duty uniform. All footwear and maintenance standards will be prescribed by General Order.

- A. Seasonal uniform rotations will occur semiannually in conjunction with the daylight savings time changes regulated by the U.S. Code. The Department will change to summer uniforms on the Monday following the second Sunday in March, and will change to winter uniforms on the Monday following the first Sunday in November. Member will have the option to transition to, stay in, or alternate between winter and summer uniforms during the subsequent six week transition period based on weather

conditions. The Bureau Assistant Chiefs will have the option to designate a single uniform for special events.

Section 9. A member, at his or her option, may carry an approved multi-purpose tool in an approved duty belt carrier while on-duty, at the member's cost.

Section 10. LFUCG shall provide a member with replacement body armour (protective vests) within five (5) years of manufacture issue date or where unserviceable due to circumstances beyond the control of the member at no cost.

Section 11. Tasers will be issued to Members assigned to a uniform position whose primary job is in an enforcement capacity.

Section 12. Members will be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical and/or psychological fitness for duty. Results concerning any fitness for duty issues will be submitted and disclosed pursuant to Article 16 of this Agreement. A member may elect to have the biennial physical examination performed by his/her primary care physician, with a maximum reimbursement to the member of one hundred dollars (\$100.00). A member who elects to have his/her biennial physical examination conducted by a personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by LFUCG.

Section 13. Any Member involved in a critical incident that requires the Department to take the Member's service weapon shall have that weapon replaced with an equivalent weapon prior to the end of the shift for *said* Member, absent exigent circumstances.

Section 14. In the event that a Member's body camera will be released outside of LFUCG and other law enforcement entities, the Member will be notified via Email and the unedited video

footage will be made available to the Member. This section shall not supersede LFUCG's compliance with and obligations under the Open Records Act or other applicable law.

ARTICLE 15

DISCIPLINARY PROCEDURES AND BILL OF RIGHTS

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

Section 2. No discipline or complaints against a Member may be used by LFUCG or the Chief as the basis for any subsequent discipline except those occurring within five (5) years of the date of the imposition of discipline. All Letters of Counseling shall be removed from a Member's personnel file after 12 months from the date of issuance.

Section 3. Complaint Procedure:

A. If a formal complaint, whether internal or external, is filed, the Public Integrity Unit shall investigate the allegations of misconduct or rule violations. Public Integrity Unit investigations shall be completed in sixty (60) days. The sixty (60) day time shall begin with the date that the formal complaint is made and end on the date the investigation is submitted for review to the Chief. The Public Integrity Unit may request in writing an extension from the Chief of Police when extenuating circumstances requires the investigation to exceed the sixty (60) day limit. When a formal complaint is filed, the Member shall be provided a copy of the complaint in writing within twenty-one (21) calendar days or within seven (7) days of the disposition of a collateral criminal investigation, if any.

B. If a formal complaint is not filed, then an informal complaint or an information only report may be completed. Documented informal complaints received by the Department

shall be investigated and resolved at the Bureau level. Action taken at the Bureau level should be accurately documented and maintained in the Bureau/Sector/Unit file. Bureau level action on sustained informal complaints shall be restricted to counseling and remedial training.

C. Disciplinary Review Board - At the discretion of the Chief, a Disciplinary Review Board may review founded complaints made against Department Members. Within thirty (30) days of the conclusion of the Public Integrity Unit investigation, the Chief may, at his sole discretion, meet with the Member to discuss the formal complaint or defer the matter to the Disciplinary Review Board. If the Chief meets with the Member he may, at his sole discretion, choose to make the Member a disciplinary recommendation within forty-eight (48) hours of the conclusion of the meeting. The Member shall be given at least forty-eight (48) hours after the receipt of the recommendation to advise the Chief as to whether or not he accepts the recommended discipline. If the Chief determines not to make a disciplinary recommendation or the Member refuses to accept the Chief's recommended discipline, the representative of the Public Integrity Unit shall present its completed investigation to the Disciplinary Review Board. A Member shall appear before the Board as directed, with a Lodge representative, which may be an attorney paid for by the Member through the FOP Legal Defense Fund if the Member desires. The Lodge representative may act only as an advisor to the Member and shall not participate in the meeting before the Board. The Disciplinary Review Board shall consist of seven (7) Members. Six (6) Members shall be either Assistant Chiefs, Commanders or Captains. One (1) Member shall be a Member covered by this Agreement appointed by the Lodge President for a two (2) year term. The Lodge President may appoint an alternate to serve in said capacity. The Chairperson for the Board shall be appointed by the Chief. A representative of the Department of Law shall serve as a liaison to the Board in a non-voting capacity. The party making the

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

D. If, after reviewing a formal complaint, the Chief concludes that the Member has committed a disciplinary infraction the Chief may recommend disciplinary action consistent with applicable law. The reasons for the recommendation will be provided in writing to the Member. If the Member does not agree to the recommended disciplinary action, the disciplinary action against the Member shall be sent to the Department of Law for preparation of charges to be filed with the Urban County Council Clerk, Such charges shall be filed within sixty (60) days of receipt by the Department of Law.

E. On formal complaints where the Chief concludes that there is insufficient evidence to show misconduct or that no misconduct has occurred, he will communicate his conclusions in writing to the complainant and the Member and will advise both parties of his intention to conclude the disciplinary process.

Section 4. Investigation Procedure:

A. The forty-eight (48) hour written notice required by KRS 15.520(1)(c) shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct.

B. A Member required to submit a written report no later than the end of the officer's next tour of duty as specified in KRS 15.520(1)(c) shall be informed in writing of the nature of the alleged misconduct or rule violations.

C. Statements or interviews of Members under investigation shall be recorded. Statements obtained from complainants, either sworn or otherwise, shall be recorded and transcribed. Non-recorded statements may be taken from a civilian witness who refuses to give a recorded statement.

D. Upon request of the Member under investigation or his representative, the Member shall be provided a copy of the recording of his interview and a copy of any transcript of such interview. The Member shall provide the Public Integrity Unit with blank recording media at his expense.

E. Prior to any disciplinary hearing before the Urban County Council, LFUCG shall provide the Member any written statements or other information in the possession of the Department and used in connection with the disciplinary action against the Member except for attorney work product. Likewise, the Member and the Lodge shall provide LFUCG and the Department with statements or other information in his or its possession regarding the disciplinary action against the Member except for attorney work product. The written statements shall be provided to the Member or LFUCG no later than fourteen (14) days prior to the hearing unless a hearing is required by statute and scheduled within three (3) days.

F. When a hearing is to be conducted by the Urban County Council, LFUCG and the Department shall make available to testify at the hearing all current Members requested by the appealing Member or his counsel.

G. When requested by the Member, prior to the hearing, the Urban County Council shall issue subpoenas requiring the attendance of witnesses and the production by them of books, papers, records, and other documentary evidence.

Section 5. Critical Force Incidents

A. When a Member is involved in an incident resulting in death or serious physical injury to another, LFUCG shall notify the Lodge President or his designee. The Lodge shall provide LFUCG with appropriate telephone numbers for said notification.

B. Nothing in this Section shall be deemed to give any Member the right to refuse or fail to cooperate in providing critical scene information after a deadly force incident.

C. When a Member is to be interviewed by the Bureau of Investigations as a result of his involvement in a critical force incident, the Member shall be informed of his right to counsel, and be given sufficient time to contact and have counsel present. The Member shall also be informed when counsel is present and/or otherwise available for advice.

D. Members shall not be required to provide a statement concerning involvement in a critical force incident during a criminal investigation with a Public Integrity Unit representative present.

E. LFUCG may require a Member involved in a critical force incident to take a drug and alcohol test pursuant to the procedures as established in Appendix 1.

ARTICLE 16

PERSONNEL FILES

Section 1. Personnel files and any other employee files and records are the sole responsibility of the LFUCG.

Section 2. LFUCG's responsibilities for employee files include upkeep, retention, production, and purging of files.

Section 3. LFUCG shall maintain employee confidentiality to the full extent permitted by law and access to a member's personnel records shall be restricted to the following:

A. Member who is the subject of the file or authorized (in writing) representative may review their own records upon request.

B. Any Employee in a rank higher than the Member.

C. Chief and/or designee.

D. The Public Integrity Unit, Personnel Records Unit and/or the Computer Information Services Unit but only to the extent necessary to carry out their functions.

E. Director of Division of Human Resources and/or designee.

F. Member of the Department of Law.

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

Section 5. LFUCG shall follow retention schedules for employee files that comply with applicable laws and regulations. In the event a subpoena or Open Records Request is served on LFUCG, it shall immediately notify the member and/or the Lodge.

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

Section 7. Files kept at the Bureau level shall be available to the Member and their supervisors during regular business hours. No files related to disciplinary matters, to include

letters of counseling, coaching and counseling statements, and documentation of informal complaints, shall be physically maintained at the Bureau level.

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

ARTICLE 17

RESIDENCY

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

ARTICLE 18

MILITARY LEAVES

Section 1. Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the services of this state or of the United States under component orders as specified in this Section. In any one (1) federal fiscal year, a member, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 2. A Member inducted or enlisted into active duty with the Armed Forces of the United States, any reserve unit or the National Guard for a period in excess of thirty (30) days shall be eligible for supplement pay equal to the difference between the Member's regular salary and his/her military pay.

Section 3. A Member inducted or enlisted into active duty with the Armed Forces of the United States, any reserve unit or the National Guard for a period in excess of thirty (30) days shall be eligible to continue his selected medical insurance plan at the same level of employee contribution derived from Article 29 of this Agreement.

ARTICLE 19

LEGAL PROTECTION

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

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

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

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

- A. the Member acted or failed to act because of fraud, malice, or corruption; or
- B. the action was outside the actual or apparent scope of his employment; or
- C. the Member was willfully negligent or malicious; or
- D. the Member willfully failed or refused to assist the defense of the cause of action,

including the failure to give notice to LFUCG pursuant to Section 4 of this Article; or

- E. the Member compromised or settled the claim without the approval of LFUCG; or
- F. The Member obtained private counsel without the consent of the Department of

Law, in which case, LFUCG may also refuse to pay any legal fees incurred by the Member.

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

ARTICLE 20

COURT PAY

In the event that a captain or lieutenant is required to appear to testify in Court outside of his regularly scheduled work hours, the captain or lieutenant shall be paid a minimum of two (2) hours compensatory time or compensatory time for all time spent for such appearance if more

than two (2) hours. Any time worked above two (2) hours should be compensated at a rate of 1 ½ the total hours worked.

ARTICLE 21

ACTING PAY

When a member is assigned to work in an acting capacity, for more than forty (40) working hours, in a position having a higher classification than his regular position, the member shall be paid at the rate established for the higher classification retroactive to the first day of assignment to the position. A member shall have the option to refuse working in an acting capacity. Any member under consideration for an acting position shall not be asked to waive any provision of this Article.

ARTICLE 22

HOURS OF WORK/COMPENSATORY TIME

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

A. Members shall accrue compensatory time at straight time. No more than one hundred sixty (160) hours of compensatory time may be accrued and/or carried forward from one calendar year to the next.

B. Compensatory time off will be granted by a member's immediate supervisor within twenty-four (24) hours of the member's request unless the requested time off would unduly disrupt the operations of the Department. Compensation for compensatory time off will be based upon the member's regular rate of pay in effect when the compensatory time off is

actually taken. Mere inconvenience to the Department shall not constitute a sufficient basis for denial of a member's request for compensatory time off.

C. Compensatory time may be used in increments of not less than one (1) hour or more than 80 (eighty) hours consecutively.

D. A Member shall be paid for up to 100 hours of accumulated compensatory time upon separation of employment. This section only applies to members who provide two (2) weeks notice of separation and who are not terminated for cause.

Section 2. Members are scheduled in advance to work a forty (40) hour schedule. Unit Commanders will submit a quarterly RDO schedule through their Bureau/Unit Commander to the Chief of Police. The Department will modify schedules as far in advance as possible to accommodate special events. The Department will only modify schedules within a scheduled workweek in order to respond to disasters, emergencies declared by the Chief, or to achieve specific law enforcement objectives. Nothing herein shall preclude the Department from granting a Member's request for a schedule change.

Section 3. The Department shall not change a member's scheduled RDO(s) unless seven (7) days notice is given. Provided, however, this seven (7) days notice shall not have to be given if the Chief, in his sole discretion, declares an emergency or a member agrees to waive the notice. In the event a Bureau(s) is selected to provide a member(s) for a special event that requires a RDO change, the selection of those members to change RDO's will be based on a member's seniority in their current rank. In case of a tie in rank seniority and departmental seniority, the determining factor will include the promotional eligibility list rank.

Section 4. If a member works more than forty (40) hours within the same week, the member shall be eligible to receive paid overtime at one and one-half (1 ½) times their regular rate of pay

for any hours worked at events or assignments for which LFUCG is to be fully reimbursed for such overtime pay by a third party.

ARTICLE 23

PAID AND UNPAID LEAVES

Section 1. Annual Vacation/Holidays.

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

(i) Vacation

<u>Years of Service</u>	<u>Monthly Leave Earned</u>
1 through 10 years	10 hours/month
10 years or higher	14 hours/month

During the first two years of this Agreement, Members shall accrue two (2) less hours of vacation time per month. Beginning with the third year of this Agreement, Members shall accrue the full vacation as set forth above.

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

Independence Day	New Years Day
Martin Luther King Jr.'s Birthday	President's Day
National Law Enforcement	Christmas Day
Officer Memorial Day	Labor Day
Christmas Eve Day	Memorial Day

Thanksgiving (Thursday and Friday)

In addition, at the beginning of each fiscal year, each employee shall be granted sixteen (16) hours of swing holiday leave, which may be taken at any time during the fiscal year in accordance with the requirements of this Agreement. This benefit shall be suspended for the first two years of this Agreement.

B. Approved leave cannot be canceled unless an emergency is declared by the Chief. Leave shall be approved based upon seniority in grade. In cases of "ties", Departmental seniority will be the determining factor, provided however, if Departmental and rank seniority are equal, the determining factor will be promotional eligibility list rank. A Member may submit annual vacation/holiday requests at any time during the three hundred sixty-five (365) days beginning with the date of request. The Member's vacation/holiday request shall be granted/denied within seven (7) days. If the supervisor fails to respond to the request with seven (7) days, the request shall be deemed granted. A supervisor shall not deny said request if adequate personnel are scheduled to work the requested time frame at the time the vacation request is made. Approved leave cannot be cancelled unless an emergency is declared by the Chief.

C. Leave requests that fall between the Saturday before Thanksgiving and the Sunday after Thanksgiving and December 17 through January 7 must be submitted to the Member's supervisor prior to September 15. The leave requests will be granted/denied prior to October 15. Leave requests during the NCAA Men's Basketball Tournament, beginning with the Sweet 16 games through the Final Championship game, must be submitted by February 15 and will be granted/denied prior to March 1. Leave requests that fall between June 30 and July 7 must be submitted by May 1 and will be granted/denied prior to June 1. The leave shall be

granted based upon seniority in grade. In cases of "ties", Departmental seniority will be the determining factor, provided however, if Departmental and rank seniority are equal, the determining factor will be promotional eligibility list rank. Any requests for leave during this time period made after the stated deadline shall not be denied if adequate personnel are scheduled to work on the requested day after timely requests are processed.

D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holidays cannot exceed four hundred (400) hours and any vacation/holiday in excess of this amount must be taken by the first pay period in January of any calendar year. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday not to exceed four hundred seventy-six (476) hours. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

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

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

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

Section 5. Members assigned to work Thanksgiving Day, Christmas Eve, and Christmas Day shall accumulate compensatory time at a rate of one and one-half times the actual hours worked.

ARTICLE 24

SICK LEAVE

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

Section 2. A member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his commanding officer or other competent authority as designated by the Bureau/Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

Section 3. Medical Statement

A. A member who is absent from work for three (3) or more consecutive work days, or where the Bureau/Unit Commander has reasonable suspicion to believe an abuse of sick leave may be occurring, may be required to provide a medical statement from his treating physician substantiating his need for leave. Sick Leave is granted by LFUCG in order to prevent undue hardship to the Member. It is not to be considered as or used as personal time or vacation time. Sick leave may be used for only the purposes stated in this policy. Any falsification of sick leave records shall be sufficient cause for discipline. Application by a

Member for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

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

Section 4. Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to six hundred (600) hours. Once a member has accrued six hundred (600) hours of sick time, any amount of time exceeding the six hundred (600) hour cap shall be paid to the member at his regular rate of pay, by separate check, on the second pay period in January of each calendar year.

Section 5. Maternity and Paternity Leave

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

Section 6. A Member may donate sick time under the current LFUCG sick leave bank program herein incorporated as Appendix 3.

ARTICLE 25

BEREAVEMENT LEAVE

Section 1. A Member will be able to use up to three (3) days of Bereavement Leave time for a death for the following listed immediate family members. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services

or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, or vacation time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step Children, Foster Children, Siblings, Stepsiblings, Half-siblings, Brother-in-law, Sister-in-Law, Grandparents, Spouse's Grandparents, Grandchildren, and Great-Grandparents.

Section 2. A Member will be able to use up to one (1) day of Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include "in-law" or "step-relationships").

ARTICLE 26

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a member's absence. Leaves are granted on the assumption that the member will be available to return to regular employment when the conditions necessitating the leave permit.

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

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

ARTICLE 27

MODIFIED DUTY

Section 1. Any Member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs. It is the responsibility of a Member to advise the Office of the Chief of Police through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a competent medical authority determines that a Member can perform substitute work (modified duty), the Member must work in a modified duty capacity unless he is in an F.M.L.A. status.

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

(10) work days of the incident. The completed Disability Leave Request form must have the following documentation attached:

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

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

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

Section 5. A member can remain in a modified duty status for a period of no more than twelve (12) months for each injury or illness, and must submit a statement from a competent medical authority regarding his work activity status during each thirty (30) day period. If the

Member is on either modified duty status or disability leave status, they must submit a doctor's statement releasing them to full work activities before the Member can return to their regular duties.

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

Section 7. If competent medical authority determines that the Member has a permanent disability, the Member shall apply, if eligible, to the Police and Fire Pension Fund for disability retirement benefits or alternative LFUCG employment. Failure to apply for disability retirement benefits or alternative employment will terminate the Member's disability leave status short of the twelve (12) months and he may resign or his employment will be terminated.

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

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

work. The Member cannot be granted modified duty for a non-work-related illness or injury for more than twelve (12) months.

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

ARTICLE 28

DEATH IN THE LINE OF DUTY

In the event that a Member dies as a result of an injury sustained in the line of duty, the LFUCG shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the Member's estate, the sum of one hundred thousand dollars (\$100,000) subject to applicable withholdings, if any. The member's designated beneficiary, or, in the event there is no designated beneficiary, the member's estate, shall also receive payment for any of the member's unused vacation, holiday, or sick time at the member's regular rate of pay at the time of the member's death. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, and any Social Security benefits which may be due.

ARTICLE 29

HEALTH INSURANCE

Section 1. Members shall be provided the option to elect to be covered by the health insurance offered by LFUCG.

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

A. LFUCG shall contribute \$355.74 per month of the above \$530.74 towards the cost of health insurance as an employee contribution as defined in the Patient Protection and Affordable Care Act. This amount may not be cashed out or used for deferred compensation.

B. If a Member chooses LFUCG health insurance, the \$355.74 (referenced above) must be allocated to pay for health insurance premiums. Any remaining amount (above \$355.74) may be applied to the cost of health insurance first and then used by the Member to purchase other available LFUCG voluntary benefits or may be taken as cash, except no amount may be taken as 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 any portion of the entire remaining amount in cash.

Section 3. LFUCG and the Lodge agree to the establishment of a Benefits Committee, which shall meet at least semi-annually for the purpose of increasing cost and benefit alternatives and expansion of benefit program options. The review shall include the financial condition of the Benefit Plan.

Section 4. LFUCG anticipates significantly revising its health insurance plan for all employees during the term of this Agreement. This may result in a need to revise this Article. The Lodge agrees that, upon request of LFUCG, it will reopen the Health Insurance (Article 29) of this Agreement and will continue to negotiate in good faith towards a satisfactory revised Article.

ARTICLE 30

CLOTHING AND EQUIPMENT ALLOWANCES

Section 1.

- A. Members shall receive a monthly uniform allowance of \$75.00 which shall be paid to the Member on the first pay period of each month. This allowance shall not begin until six (6) months after distribution of the initial issue of clothing.
- B. Effective July 1, 2013, L.F.U.C.G. shall establish a uniform credit system whereby each Member shall have credit assigned to his or her vendor account for the Member to purchase his or her uniforms and equipment not classified as PPE. The annual amount credited to the employee's vendor account each fiscal year shall be Five Hundred Dollars (\$500.00). ("Fiscal year" shall refer to July 1st through June 30th.)

- C. Uniform items available to Members under the uniform credit system shall be according to Police Departmental Uniform regulations established by General Order.
- D. Members shall only use the designated credit to acquire and maintain uniform items and equipment used in the performance of their duties. All uniform items purchased by the employee using the uniform credit system shall meet the requirements set forth in General Order and this Agreement.
- E. In the event that a Member's designated credit is exhausted during the fiscal year, the Member shall be responsible for acquiring any additional uniform items necessary at their own expense. Any unused credit shall not be carried forward to the following fiscal year.

Section 2. Members shall receive a \$150 a month equipment allowance.

Section 3. All members shall be required to contract for their personal cellular telephone with the government's provider and shall be eligible for the government's basic plan and any vendor provided free telephone, provided however, a member who has a personal cellular telephone plan with a service provider different than the government's provider as of the date of execution of this Agreement may elect to continue with said plan. Members may choose any additional options or plans for their own personal use but any additional costs over the monthly subsidy allowance shall be at the member's personal expense. All members shall be required to have their personal cellular telephone available and operational while on duty. Members shall be required to provide the Police Department with their personal cell telephone number and respond to telephone calls by the Department while on duty. The Department shall treat these numbers as

personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

ARTICLE 31

LIFE INSURANCE

The LFUCG will provide all Members with a group life insurance plan that contains the following provisions:

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

ARTICLE 32

TUITION BENEFIT

Section 1. Members shall receive reimbursement for the cost of tuition and books for up to \$5,000 per year effective upon execution of this Agreement. Payment to the member will be made within twenty-one (21) days of verification of registration and payment for a course. Verification of successful completion of course work at an accredited post-secondary college or university 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 must be received no later than thirty (30) days after the completion of the course or the member will have to reimburse LFUCG for all costs that were reimbursed. Reimbursement will be made by deductions from the member's pay unless otherwise arranged. The parties agree that any Any member who participates by uses of the tuition benefit shall be required to continue employment with LFUCG for eighteen (18)

months from the last date of reimbursement unless he 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 2. Members may be allowed to attend classes utilizing their home fleet vehicle with prior approval by the Chief.

ARTICLE 33

PERSONAL PROPERTY REIMBURSEMENT

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

Personally owned items (e.g. jewelry, watches, telephones, writing instruments, personal electronic equipment, organizers, bags, brief cases, etc.) shall not be reimbursed for more than \$300.00 per item. Payments under this Article shall be limited to \$1,000.00 per occurrence with a maximum of \$2,000.00 per calendar year, except that personally owned firearms maybe reimbursed for replacement value. This coverage shall only apply to items not covered by the Division of Risk Management's policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Chief of Police.

ARTICLE 34

PHYSICAL FITNESS

Section 1. LFUCG shall administer a physical fitness test in May, 2009, and each year thereafter. A Member may participate in physical fitness testing at his option. The test will include; sit and reach, maximum bench press, one and one-half (1½) mile run, and sit-ups. Any Member who meets or exceeds the 30th percentile listed below under the Cooper Norms (based on the general population by age and gender) with an average score of three (3) of the four (4) exercises shall be paid based on the same list below, on or before June 30 of each fiscal year. Members shall test on all four (4) exercises to receive more than the minimum payment of \$300.00. If a member tests on a fourth exercise to qualify for an increased payment that exercise will not be included in the average score. The Cooper Norms are hereto attached as Appendix 2.

30th percentile	\$300.00
70th percentile	\$500.00
80 th percentile	\$750.00

Section 2. Members shall be eligible for the same YMCA membership rates as other LFUCG employees.

ARTICLE 35

VEHICLES

Section 1. All members shall be assigned the use of a home fleet vehicle as one of the benefits of their employment with LFUCG. In addition to the provisions of this Article, members assigned home fleet vehicles shall be required to comply with all applicable Departmental rules and regulations concerning the operation and maintenance of home fleet

vehicles. Failure to comply with the Departmental rules and regulations may result in the suspension of use of the home fleet vehicle, as well as other disciplinary sanctions.

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

Members may drive their assigned home fleet vehicle for personal use while off-duty within Fayette County without charge.

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

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

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

Section 4. Off-Duty Employment Use within Fayette County

Members may use their assigned home fleet vehicle during off-duty employment by an entity outside of LFUCG within the geographical boundaries of Fayette County by completing and signing an off-duty employment authorization form and after receiving departmental

approval. There shall be no fee associated with the off-duty employment usage within Fayette County.

ARTICLE 36

SHIFT SUPPLEMENT

Lieutenants permanently assigned to second and third shift assignments will receive shift supplement as follows:

<u>Shift</u>	<u>Amount</u>
Second	\$60.00 / Week
Third	\$100.00 / Week

Shift supplement is based solely on actual permanent assignment of Members to those shifts.

ARTICLE 37

EDUCATION INCENTIVE PAY

Section 1. Annual education incentive pay will be paid to members as follows:

30 – 59 credit hours earned	\$450.00
60 – 89 credit hours earned	\$750.00
90 + credit hours earned.....	\$950.00
Bachelors Degree or above	\$1,500.00
Graduate Degree	\$2,000.00

Section 2. Annual incentive pay of \$1,250.00 will be paid to members for the successful graduation from one of the following programs: Federal Bureau of Investigations National Academy, Northwestern University School of Police Staff and Command, Southern Police Institute Administrative Officers Course, Eastern Kentucky University School of Strategic

Leadership and Command or Police Executive Leadership Program, National Criminal Justice Command College and any other program approved by the Chief of Police. While the member may attend multiple programs, only one is eligible for this incentive pay.

Section 3. The above amounts will be paid in regularly scheduled payroll periods.

ARTICLE 38

REVERSIONARY RIGHTS

Any Member who accepts an appointment and qualifies as Chief of Police, Assistant Chief of Police, Major or any other rank or grade above the rank of captain shall be deemed to have received a leave of absence from the bargaining unit for and during service in any of these respective positions. Should any Chief of Police, Assistant Chief of Police, Major, or any other rank or grade above the rank of captain cease to serve in that capacity, the Member shall be restored to the same classification and rank which the Member held prior to the appointment without loss of seniority in grade. Any person not covered by this Agreement when appointed to Chief of Police, Assistant Chief of Police, Major or any other rank or grade above the rank of captain shall not be deemed to be part of the bargaining unit and shall not be placed in the bargaining unit when he ceases to serve in that position.

ARTICLE 39

SALARY SCHEDULE

Members shall be paid according to the pay schedules included in this Agreement as Appendix 4. The wages and pay schedules in Appendix 4 will be effective with the first full pay period after the date of execution of this Agreement and will remain in effect through October 31, 2020. Each subsequent year, the pay schedule will begin with the first full pay period in November.

In addition, Members 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 in Appendix 4.

ARTICLE 40

GENDER

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

ARTICLE 41

ENTIRE AGREEMENT

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

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

ARTICLE 42

TERM

Section 1. This Agreement shall become effective as of November 1, 2016 and shall remain in effect up to and including October 31, 2020. Terms of this Agreement, unless otherwise specified, shall be effective upon ratification.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to October 31, 2020 that it desires to terminate, amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

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

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

Section 5. No non-economic provisions shall be applied retroactively from the date of ratification and execution of this Agreement unless otherwise agreed by the parties.

Section 6. No economic concessions shall be applied retroactively to members.

Affirmation

Pursuant to Kentucky Revised Statute 67A.6908, the Lexington-Fayette Urban County Government and the Bluegrass Fraternal Order of Police, Lodge No. 4, do sign and acknowledge that through the collective bargaining process this Collective Bargaining Agreement has been mutually agreed upon.

IN WITNESS WHEREOF, the parties have affixed their signatures as of November ____,

2016.

BLUEGRASS FRATERNAL ORDER
OF POLICE LODGE NO. 4

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
JASON ROTHERMUND, PRESIDENT

BY: _____
JIM GRAY, MAYOR

BY: _____
DAVID HESTER, SECRETARY

BY: _____
W. JOSEPH SCHOLLER,
CHIEF NEGOTIATOR

BY: _____
STEPHEN S. LAZARUS, COUNSEL
& CHIEF NEGOTIATOR

0002082.0633913 4840-3945-0682v6

APPENDIX 1 - DRUG AND ALCOHOL POLICY

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

Employees who violate these standards of conduct are subject to disciplinary action which range from a minimum of suspension without pay to a maximum of termination from employment. For the purposes of detecting alcohol and illegal drug use/abuse, drug and/or breath alcohol test (BAT) will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each employee's constitutional rights. Refusal to submit to a drug test or BAT may be immediate grounds for dismissal.

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

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

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

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

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

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

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

III. SCOPE:

A. Alcohol - Scope and Defined

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

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

B. Legal Drugs - Scope and Defined

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

C. Illegal Drugs - Scope and Defined

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

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

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

B. Actual Physical Control — A term referring to driver's or operator's physical

position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.

- C. Blood Alcohol Content (BAC)** - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage form. BREATH: A volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- D. Blood Alcohol Test (BAT)** - A medically acceptable procedure or scientifically approved instrumentation test to determine the content of alcohol in the blood.
- E. Chain of Custody** - The ability to identify each person or facility who has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- F. Commercial Drivers/Commercial Driver's License (CDL)** - Without exceptions, any person employed by the LFUCG required by federal or state statutes to acquire, possess and maintain a CDL, currently required for drivers operating a motor vehicle which: (1) has a gross combination weight rating (GCWR) in excess of 26,000-pounds (GVWR) provided vehicle towed is in excess of 10,000-pounds (GVWR); (2) has a gross vehicle weight (GVWR) rating in excess of 26,000-pounds (GVWR); (3) is designed to transport sixteen (16) or more passengers used in the transportation (including the driver); or (4) transporting hazardous material(s) for which placarding is required, as required by the Hazardous Materials Transportation Act: Hazardous Material Regulations.
- G. Drug Paraphernalia** - Any item used for administering, packaging or transporting illegal drugs.
- H. Drug Test** - Tests scientifically designed and medically approved, that determine the presence of drugs in the body.
- I. Drugs** - Any chemical substance that adversely alters a mind or body function when entering the body.
- J. Employee** – One working for another for wages or salary, who is directed and controlled during working hours by the employer. An independent contractor is not an employee.
- K. Evidential Breath-Testing Devices (EBTs)** - a specifically designed device, approved by the National Highway Traffic Safety Administration (NHTSA), used by a certified breath-alcohol technician, following specific breath-testing procedures, in the collection and analysis of breath samples to determine the BAC level.
- L. Integrity Checks** - A fail safe mechanism, built into the urinalysis/urine drug

screen, which measures the level of certain elements normally found in the body that become abnormal when a urine sample to be tested is diluted or altered.

- M. **Medical Staff** - Authorized personnel qualified by license or certification to perform medical procedures.
- N. **Medical Review Officer (MRO)** - A licensed (doctor or doctor of osteopathy) specifically authorized, appointed and approved by the LFUCG, who is responsible for receiving results generated by the authorized and approved LFUCG drug and alcohol testing program laboratory. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with the employee's medical history and any other relevant biomedical information.
- O. **Positive Drug Screen** - The results of an approved medical or scientific test, properly reviewed and approved by a MRO, that reveal the presence of an illegal substance in the human body.
- P. **Reasonable Suspicion** - Whether a reasonable, prudent individual, trained in the symptoms of drug or alcohol abuse would believe, based upon observation, that someone was under the influence of drugs or alcohol; or that based on observation or information that drugs and/or alcohol is being used or stored on LFUCG property.
- Q. **Substance(s)** - As used in this context, a substance is any chemical compound that will adversely alter the mind or body function when entering the body.
- R. **Testing facilities** - Any physical area designed to accurately administer scientific and medically approved tests.
- S. **Urinalysis/Urine Drug Screen** - Urine samples are screened for specified drugs and/or their metabolites utilizing enzyme immunoassay (EIA) using defined cutoffs.
 1. Those urines found to be positive by the EIA methodology are then confirmed by gas chromatography mass spectroscopy (GCMS).
 2. All urine drug screens and confirmations are to be conducted by a laboratory recognized and approved by the College of American Pathologists (CAP) or Substance Abuse and Mental Health Services Administration (hereafter referred to as SAMHSA) (Formerly: National Institute of Drug Abuse (NIDA)).
- V. **EMPLOYEE ASSISTANCE PROGRAM (EAP)**: Early recognition and treatment of drug or alcohol abuse is important for successful rehabilitation. The LFUCG encourages the earliest possible diagnosis and treatment for substance or alcohol abuse.

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

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

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

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

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

After acknowledgment of substance abuse, refusal to commit to an authorized rehabilitation program will be grounds for charges being brought before the Lexington-Fayette Urban County Council, for discipline.

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

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

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

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

1. **In-patient followed by Out-Patient Phase:** The in-patient phase will be charged as sick leave, if such is available. If sick or other leave has been exhausted, their status will be changed to leave of absence without pay.

2. **Out-Patient Phase Only:** Normally, the employee will return to work at his normal or alternate duties. However, if the EAP Representative recommends other duties during this phase, then provisions will be made.

C. **Medical Insurance:** The cost of rehabilitation will be provided by the LFUCG to those employees who are covered by the government's medical insurance, but only to the extent of applicable coverage which exist at the time of any claim. Employees are responsible for all costs not covered by the employee's medical insurance.

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

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

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

C. Those "on-call" employees who are called back and impaired are forbidden to respond or report to their work site or job, and shall not accept or respond to any assignment or recall, and shall immediately via telephone report their impairment to their supervisor.

D. Being impaired at any time while operating a government owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug, over-the-counter medication, or any chemical substance is prohibited behavior.

E. Pertaining to Commercial Vehicles or performing safety sensitive functions:

1. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or while impaired at any level by any drug.

2. Moreover, at no time shall an employee report to work displaying the odor of alcoholic beverages on or about his person.

3. Ingesting any alcoholic substance prior to post-critical incident testing after a Critical Incident.

4. Use of any drugs prior to post-critical incident testing after a Critical Incident without medical authorization or under medical treatment.

- F. Storing in a locker, desk, vehicles, or other places on government premises any illegal drug, drug paraphernalia or alcohol which use or possession is unauthorized.
- G. Refusing to provide a blood, urine, saliva or breath sample for testing when required for cause, or for authorized random testing.
- H. Switching or altering any submitted specimen for testing.
- I. Testing positive for drugs or alcohol.
- J. Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- K. Failure to report to the employee's immediate supervisor and/or Chief, the use of any legal drug which may adversely alter the employee's behavior, physical or mental ability.
- L. Failure to report to the employee's immediate supervisor and/or Chief, any summons, charges, issuance of citations, or conviction(s) relating to incidents involving alcohol or drugs.

VII. EMPLOYEES' REPORTING RESPONSIBILITIES:

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

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

Employees who have knowledge or have been informed, that the use of any legal drug may present a safety risk, shall immediately report such drug use to their immediate supervisor to determine job related consequences.

Should any legal drug adversely alter the senses of or prevent the employee from performing the job duties in a safe and productive manner, it shall be the responsibility of the employee to notify his/her immediate supervisor, advising them of the limitations the legal drug poses. Supervisors who are aware of such a situation are to instruct the employee to report performance problems.

The supervisor, in counsel with the Chief and the Director of Human Resources or designee, shall then determine if the employee can safely and effectively perform the assigned job duties while taking the legal drug. If it is determined that the employee cannot perform the job duties safely and effectively, the employee may

be required to take a leave of absence, sick time or assigned other duties to be determined by the Chief and the Director of Human Resources or designee.

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

All employees who have an unexpected adverse reaction to any legal drug shall, without delay, safely cease operating vehicles where continued operation while impaired may be inherently dangerous, and shall immediately notify their immediate supervisor.

No supervisor or Chief may assign, direct, or order an impaired employee to continue operating a vehicle or equipment, or performing a safety sensitive function.

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

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

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

- VIII. REFUSAL TO SUBMIT TO A PROPER REQUEST FOR TESTING:** For the purposes of detecting alcohol and illegal drug use/abuse, drug or breath alcohol test (BAT) will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each employee's constitutional rights. Refusal to submit to a drug or BAT shall be immediate grounds for dismissal.

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

A. Drug Tests and Cutoff Levels

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

The five panel drug test will test for:

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

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

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

B. Testing Safeguards

All testing will conform to Substance Abuse and Mental Health Service Administration (SAMSHA) drug testing protocol.

C. Reasonable Suspicion Testing (RST) - Employees will be tested for drugs or alcohol when reasonable suspicion exists to support a belief that the employee is under the influence of drugs or alcohol or that the employee's behavior or work performance has been affected by drugs or alcohol. The basis for the decision shall be documented, in writing, by supervisory personnel or by medical personnel. A determination will be based upon observation and documentation of:

1. Detection of an alcoholic substance emitting from the employee's breath;
2. Observation(s) of the employee's speech being unusually slurred, or noticeably different without a proper medical reason being given;

3. Observation(s) of the employee's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation; or
4. Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.

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

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

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

- E. Random Testing (RAN)** - Random Testing means that drug tests are unannounced and that through a random selection process all employees have an equal chance of being selected. The following are pools for random selection:

1. Employees are in positions of public trust. They perform highly dangerous duties and are members of a highly regulated force. They enforce drug and alcohol laws, are armed, have powers of arrest, and make "life and death" decisions.
2. Employees selected for random testing through the use of the random selection procedures specified within this policy shall be subjected to testing of their blood, breath or urine, for the presence of alcohol and/or drugs within their system.
3. During ANY random testing, if a medical staff member of an approved medical facility detects an employee to be under the influence of alcohol or drugs, the employee may be required to submit to additional blood or breath testing prior to submission of the urine specimen, for the purpose of establishing their BAC.
4. Employees who have reported to any approved medical facility for testing under this policy and are obviously impaired and have a confirmed BAC

test result of 0.02% or above, shall be immediately reported by the medical facility to the Director of Human Resources (or designee) and the MRO.

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

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

XI. **RANDOM SELECTION PROCEDURES:**

- A. The Division of Human Resources shall initiate, maintain, and update computer files containing accurate and weekly checked information containing:
 1. Employee numbers
 2. Employee names
 3. Employee SSN's
 4. Employee's Division
- B. The Division of Human Resources, utilizing a computer generated program for random selection, shall generate lists of random names from the select pools. A Letter of Notification, addressed from the Director of Human Resources, or his designee, will be forwarded to the appropriate employee. The Chief will receive a separate memorandum identifying the name of the employee who has been selected.
- C. An employee must take a photo identification and the Letter of Notification to the nearest testing facility within two (2) hours of being notified of their random selection.
- D. Employees who are on vacation, off-duty, or on sick or disability leave, shall not be called in from that status. The Chief or his designee shall immediately notify the Division of Human Resources of any employee who is unavailable for testing. Such will be documented with an expected date of return.
- E. Within seven (7) hours of the employee's return to duty, the Division of Human Resources will resubmit the Letter of Notification to the Chief. The employee shall be instructed to report with a valid official photo identification and the Letter of Notification to the designated testing facility within two (2) hours.

XII. TESTING FACILITIES:

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

XIII. SEARCHES:

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

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

APPENDIX 2 – COOPER NORMS

AEROBIC POWER TESTS MALE

AGE 20-29				AGE 30-39			
Balka Speed- m/11 (Time)	Max VO ₂ (ml/kg/ Min.)	12 min. Run Dist- (Miles)	1.5 Mile Run (Time)	Balka Speed- m/11 (Time)	Max VO ₂ (ml/kg/ Min.)	12 min. Run Dist- (Miles)	1.5 Mile Run (Time)
99	>19:20	>49.79	>1.94	<8:29	>20:00	>18.86	<7:11
98	27:00	53.37	1.81	8:13	24:00	52.53	8:44
99	25:11	51.38	1.74	9:09	24:30	50.36	9:30
85	24:00	49.50	1.69	9:45	23:00	48.20	10:18
80	23:00	48.20	1.66	10:16	22:00	46.75	10:47
75	22:10	46.99	1.62	10:42	21:00	45.31	11:18
70	22:00	46.75	1.61	10:47	20:30	44.98	11:24
65	21:00	45.31	1.57	11:13	20:00	43.87	11:49
60	20:15	44.23	1.54	11:41	19:10	42.42	12:20
55	20:00	43.87	1.53	11:49	18:25	41.68	12:38
50	19:22	42.49	1.50	12:18	18:00	40.98	12:51
45	18:50	42.42	1.49	12:20	17:00	38.53	13:22
40	18:00	40.98	1.45	12:51	16:52	38.06	13:28
35	17:20	40.26	1.43	13:06	16:00	38.09	13:53
30	17:00	39.53	1.41	13:22	16:30	37.37	14:08
25	16:00	38.09	1.37	13:53	15:00	36.68	14:24
20	15:20	37.13	1.34	14:13	14:06	35.39	14:52
15	15:00	36.68	1.33	14:24	13:10	34.00	15:20
10	13:30	34.48	1.27	15:10	12:09	32.53	15:52
5	11:30	31.97	1.19	15:18	11:00	31.97	16:27
1	<8:23	<27.09	<1.06	>17:48	<6:00	<25.64	>18:00

n 1675

1966

1967

AEROBIC POWER TESTS
WALE

AGE 40-49				AGE 50-59				
Backe Tread- (Time)	Max VO ₂ (ml/kg/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Miles Run (Time)	Backe Tread- (Time)	Max VO ₂ (ml/kg/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Miles Run (Time)	
60	20:00	285.42	1.85	47:42	25:30	222.83	1.77	<8:04
55	24:30	50.35	1.71	9:20	22:15	47.51	1.62	10:40
50	23:00	48.23	1.65	10:18	21:50	45.31	1.57	11:18
45	21:00	45.31	1.57	11:18	19:00	42.42	1.49	12:20
40	20:10	44.11	1.54	11:46	18:00	40.99	1.45	12:51
35	20:00	43.69	1.53	11:49	17:00	39.53	1.41	13:27
30	18:36	41.25	1.47	12:34	16:15	38.46	1.38	13:45
25	18:00	40.98	1.45	12:51	15:40	37.61	1.36	14:03
20	17:15	39.89	1.42	13:14	15:30	36.68	1.33	14:24
15	17:00	39.63	1.41	13:22	14:30	36.10	1.31	14:40
10	16:00	38.08	1.37	13:53	14:00	35.20	1.29	14:58
5	15:30	37.37	1.35	14:08	13:18	34.32	1.26	15:19
40	15:00	36.85	1.33	14:29	13:00	33.38	1.25	15:25
35	14:15	35.55	1.30	14:47	12:07	32.48	1.22	15:53
30	13:57	35.13	1.29	14:56	12:00	32.31	1.21	15:57
25	12:00	33.76	1.26	15:26	11:00	31.04	1.17	16:23
20	12:30	33.04	1.24	15:41	10:30	30.19	1.15	16:42
15	11:00	32.31	1.21	15:57	10:00	29.43	1.13	16:56
10	10:50	30.93	1.17	16:28	9:00	27.80	1.09	17:29
5	9:13	29.89	1.16	17:25	7:00	25.09	1.07	18:21
1	<6:21	<24.75	<.98	>10:21	<4:54	<22.04	<.92	>19:36
N	5827				3806			

AEROBIC POWER TESTS

FEMALE

AGE 20-29				AGE 30-39				
Salke Tread- mill (Time)	Max VO ₂ (ml/kg/ min.)	12 Min. Run Time (Miles)	1.5 Mile Run (Time)	Salke Tread- mill (Time)	Max VO ₂ (ml/kg/ min.)	12 Min. Run Time (Miles)	1.5 Mile Run (Time)	
59	>28:21	>52.02	>1.78	<8:33	>23:20	>48.73	>1.58	<10:25
58	22:00	46.75	1.81	10:47	20:00	43.87	1.53	11:49
50	20:12	44.19	1.84	11:43	19:00	40.98	1.65	12:57
84	19:00	42.62	1.49	18:20	17:30	40.26	1.43	13:06
80	19:00	40.98	1.45	13:07	16:20	38.37	1.38	12:43
78	17:00	39.53	1.41	13:22	15:30	37.37	1.38	13:08
70	16:00	38.09	1.37	13:53	14:30	36.68	1.33	14:24
68	15:30	37.37	1.35	14:06	14:10	35.44	1.29	14:50
60	15:00	36.06	1.33	14:24	13:25	34.60	1.27	15:08
58	14:30	34.74	1.31	14:38	13:10	33.85	1.26	15:20
60	14:00	35.20	1.29	14:58	13:00	32.79	1.25	15:26
45	13:30	34.68	1.27	16:10	12:10	32.41	1.22	15:47
40	13:00	33.76	1.25	15:28	12:00	32.31	1.21	15:57
35	12:17	32.72	1.22	15:48	11:08	31.09	1.17	16:23
30	12:00	32.21	1.21	15:57	10:45	30.71	1.16	16:38
28	11:07	30.84	1.17	16:26	10:00	29.23	1.13	16:58
20	10:00	29.63	1.15	16:22	9:30	28.70	1.11	17:14
10	10:00	29.43	1.13	14:05	9:00	27.28	1.09	17:26
10	9:17	28.39	1.10	17:21	8:00	26.54	1.05	18:00
5	7:22	25.89	1.05	16:14	7:00	25.09	1.01	18:31
1	<5:15	<22.37	<.94	>19:28	<5:12	<22.49	<.93	>19:27
N	764				3048			

AEROBIC POWER TESTS
FEMALE

AGE 42-49				AGE 50-59			
64:00 Tread- mill (Time)	Max VO ₂ (ml/kg/ Min.)	1/2 Mile Run Time (Miles)	1.5 Mile Run (Time)	64:00 Tread- mill (Time)	Max VO ₂ (ml/kg/ Min.)	1/2 Mile Run Time (Miles)	1.5 Mile Run (Time)
98	>46.75	>1.21	<10:47	>10:44	>42.04	>1.44	<12:56
95	42.98	1.45	12:57	15:07	36.81	1.33	14:20
90	38.53	1.41	13:22	14:00	35.20	1.27	14:55
85	37.49	1.35	14:08	12:53	33.53	1.24	15:28
80	36.28	1.32	14:31	12:30	32.31	1.21	15:52
75	35.11	1.29	14:57	11:43	29.90	1.20	16:05
70	33.76	1.25	15:24	11:00	30.87	1.17	16:27
65	33.04	1.23	15:41	10:14	28.78	1.14	16:51
60	32.37	1.21	15:57	10:00	29.43	1.13	16:58
55	31.95	1.19	16:12	9:30	28.70	1.11	17:14
50	30.87	1.17	16:27	9:10	28.23	1.10	17:24
45	30.58	1.16	16:36	9:00	27.98	1.09	17:35
40	29.45	1.13	16:58	8:13	26.85	1.06	17:54
35	29.43	1.12	17:08	7:43	26.13	1.04	18:09
30	28.25	1.10	17:24	7:16	24.48	1.02	18:23
25	27.98	1.09	17:25	7:00	24.09	1.01	18:31
20	26.54	1.05	18:00	6:23	24.25	.98	19:49
15	24.57	1.04	18:23	6:00	23.65	.97	19:03
10	23.03	1.01	18:33	5:05	21.23	.93	19:30
5	22.52	.96	19:05	4:24	21.10	.90	19:57
1	<20.76	<.89	>20:04	<2:16	<18.74	<.83	>20:47
N	1630			878	15		

REGULARITY TEST

FTT AND RACE - 1962

MALE

%	AGE					
	<20	20-29	30-39	40-49	50-59	
99	>21.4	>21.3	>22.0	>21.3	>20.9	Superior
95	23.4	23.0	22.0	21.7	20.9	
90	22.8	21.8	21.0	20.0	19.0	Excellent
85	22.4	21.0	20.0	19.3	18.3	
80	21.7	20.5	19.5	18.5	17.5	
75	21.4	20.0	19.0	18.0	17.0	
70	20.7	19.5	18.5	17.5	16.5	Good
65	19.8	19.0	18.0	17.0	16.0	
60	19.0	18.5	17.5	16.0	15.5	
55	18.7	18.0	17.0	15.0	15.0	
50	18.0	17.5	16.5	15.3	14.5	Fair
45	17.3	17.0	16.0	15.0	14.0	
40	16.5	16.5	15.5	14.3	13.3	
35	16.0	16.0	15.0	14.0	12.6	
30	15.3	15.5	14.5	13.3	12.0	Poor
25	14.1	16.0	13.8	12.5	11.2	
20	13.2	14.4	13.0	12.0	10.2	
15	11.9	12.5	12.0	11.0	9.7	
10	10.5	12.3	11.0	10.0	8.5	Very Poor
5	9.4	10.5	9.3	8.3	7.0	
1	<9.4	<10.5	<9.3	<8.3	<7.0	

FLEXIBILITY TEST
SIT AND MARCH - INCHES

FEMALE

%	AGE					
	<10	20-29	30-39	40-49	50-59	
99	>24.3	>26.0	>26.0	>28.0	>27.0	Superior
95	24.3	26.0	26.0	28.0	27.0	
90	24.3	23.0	22.5	21.5	21.5	Excellent
85	22.5	23.0	22.0	21.3	21.0	
80	22.5	22.5	21.5	20.5	20.3	
75	22.3	22.0	21.0	20.0	20.0	
70	22.0	21.5	20.5	19.5	19.3	Good
65	21.0	21.0	20.3	19.1	19.0	
60	21.5	20.5	20.0	19.0	18.5	
55	21.5	20.3	19.5	18.5	18.0	
50	21.0	20.0	19.0	18.0	17.9	Fair
45	20.5	19.5	18.5	18.0	17.0	
40	20.5	19.3	18.3	17.3	16.5	
35	20.0	19.0	17.5	17.0	16.5	
30	19.5	18.5	17.3	16.5	15.5	Poor
25	19.0	17.5	16.5	16.0	15.3	
20	18.5	17.0	16.5	15.0	14.5	
15	17.5	16.4	15.5	14.5	14.0	
10	14.5	15.4	14.4	13.0	13.2	Very Poor
5	14.5	14.1	12.0	10.5	10.4	
1	<14.5	<14.1	<12.0	<10.5	<12.3	

MUSCULAR ENDURANCE
1 MINUTE SIT UP - NUMBER

MALE

AGE	AGE					
	< 20	20-29	30-39	40-49	50-59	
89	> 61.7	> 55.0	> 51.0	> 47.0	> 43.0	Superior
95	61.7	56.0	51.0	47.0	43.0	
90	56.0	51.7	48.0	43.0	39.0	Excellent
85	53.0	49.0	46.0	40.0	36.0	
80	50.0	47.0	43.0	39.0	35.0	
75	47.0	44.0	41.0	37.0	33.0	
70	44.0	41.0	38.0	34.0	31.0	Good
65	41.0	38.0	35.0	31.0	28.0	
60	38.0	35.0	32.0	28.0	25.0	
55	34.0	31.0	28.0	24.0	21.0	Fair
50	31.0	28.0	25.0	21.0	18.0	
45	27.0	24.0	21.0	17.0	14.0	
40	24.0	21.0	18.0	14.0	11.0	
35	21.0	18.0	15.0	11.0	8.0	Poor
30	18.0	15.0	12.0	8.0	5.0	
25	15.0	12.0	9.0	5.0	2.0	
20	12.0	9.0	6.0	2.0	0.0	
15	9.0	6.0	3.0	0.0	0.0	
10	6.0	3.0	0.0	0.0	0.0	Very Poor
5	3.0	0.0	0.0	0.0	0.0	
1	< 3.0	< 2.0	< 1.0	< 0.0	< 0.0	

MUSCULAR ENDURANCE
1 MINUTE SET UP - NUMBER

FEMALE

AGE	AGE					
	< 20	20-29	30-39	40-49	50-59	
99	> 31.8	> 31.0	> 42.0	> 37.5	> 30.1	Superior
95	54.8	51.0	42.0	37.5	30.1	
90	54.8	48.5	40.0	34.0	29.0	
85	48.5	45.0	37.5	32.0	26.0	Excellent
80	45.0	44.0	35.0	29.0	24.0	
75	40.0	42.0	33.0	28.0	22.0	
70	37.5	41.0	32.0	27.0	22.0	Good
65	37.0	39.0	30.0	25.0	21.0	
60	36.0	38.0	29.0	24.0	20.0	
55	34.0	37.0	28.0	23.0	18.0	
50	34.0	36.5	27.0	22.0	17.0	Fair
45	34.0	34.0	26.0	21.0	16.0	
40	31.0	32.0	25.0	20.0	14.0	
35	29.0	31.0	24.0	19.0	13.0	Poor
30	28.0	29.0	22.0	17.0	12.0	
25	28.0	28.0	21.0	15.0	11.0	
20	28.0	27.0	20.0	14.0	10.0	
15	25.0	26.0	18.0	13.0	7.0	
10	25.0	22.0	15.0	10.0	5.0	Very Poor
5	15.0	18.0	11.0	5.0	5.0	
1	< 25.0	< 18.0	< 11.0	< 6.0	< 3.0	

$f = \frac{1}{1 + 0.0001 \times \text{height}^2} \times 200 = K$
 $f = (15/100 \times \text{height}) \times 1.1 = 300 = R$

1 REPETITION MAXIMUM BENCH PRESS

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

MALE
AGE

Age	<20	20-29	30-39	40-49	50-59	
95	>1.75	>1.63	>1.51	>1.39	>1.28	Superior
90	1.76	1.63	1.51	1.39	1.28	
85	1.46	1.43	1.34	1.19	.97	Excellent
80	1.36	1.37	1.17	1.04	.90	
75	1.34	1.32	1.12	1.00	.90	
70	1.29	1.26	1.08	.96	.87	
65	1.24	1.22	1.04	.93	.84	Good
60	1.23	1.18	1.01	.89	.81	
55	1.19	1.14	.98	.86	.79	
50	1.16	1.10	.96	.86	.77	
45	1.13	1.06	.93	.84	.75	Fair
40	1.10	1.03	.90	.82	.73	
35	1.06	.99	.86	.80	.71	
30	1.03	.96	.84	.78	.70	
25	.94	.93	.83	.76	.68	Poor
20	.93	.90	.81	.74	.66	
15	.88	.86	.78	.72	.63	
10	.80	.84	.75	.69	.60	
5	.81	.80	.71	.65	.57	Very Poor
1	.76	.72	.66	.59	.53	
0	<.76	<.72	<.66	<.59	<.53	

1 REPETITION MAXIMUM WORK PRESS

Bench Press weight Ratio = $\frac{\text{Weight Pushed in Lbs.}}{\text{Body Weight in Lbs.}}$

FEMALE

X	AGE					
	< 20	20-29	30-39	40-49	50-59	
99	>.89	>1.01	>.82	>.77	>.68	Superior
95	.88	1.01	.82	.77	.68	
90	.82	.90	.76	.71	.61	
85	.81	.83	.72	.66	.57	Excellent
80	.77	.80	.70	.62	.53	
75	.76	.77	.69	.60	.51	
70	.64	.74	.67	.57	.52	Good
65	.70	.72	.62	.55	.50	
60	.55	.70	.60	.54	.48	
55	.64	.68	.58	.53	.47	
50	.63	.65	.57	.52	.46	Fair
45	.60	.63	.56	.51	.45	
40	.57	.59	.53	.50	.44	
35	.56	.58	.52	.48	.43	
30	.54	.56	.51	.47	.42	Poor
25	.55	.53	.49	.46	.41	
20	.53	.51	.47	.43	.39	
15	.52	.50	.45	.42	.38	
10	.50	.48	.42	.38	.37	Very Poor
5	.41	.42	.39	.35	.30	
	<.61	<.42	<.39	<.36	<.30	

APPENDIX 3- SICK LEAVE BANK PROGRAM

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

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

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

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

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

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

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

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

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

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

(4) Once the proper documentation has been submitted by both the proposed recipient and donor Members, the human resources department shall within five (5) days of receipt review the documentation and notify the donor and recipient, in writing, if they meet the eligibility requirements of this program. If so, the recipient shall be entitled to use the transferred sick

leave under this program. However, a Member is not eligible to be a recipient of transferred sick leave until he or she has exhausted all available paid leave, including sick leave, vacation, holiday and compensation time.

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

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

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

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

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

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

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

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

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

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

APPENDIX 4: SALARY SCHEDULES

Year 1

*Effective during the first full pay period ending 11/13/2016

			Steps						
			1	2	3	4	5	6	7
Lieutenant	317	Annual	82,000.00	85,116.00	88,350.41	91,707.72	95,192.62	98,809.94	102,400.57
		Bi-Weekly	3,153.85	3,273.69	3,398.09	3,527.22	3,661.25	3,800.38	3,938.48
		Hourly	39.423077	40.921154	42.476159	44.090250	45.765683	47.504779	49.231043

Year 2

*Effective during the first full pay period after November 1, 2017

			Steps						
			1	2	3	4	5	6	7
Lieutenant	317	Annual	83,640.00	86,818.32	90,117.42	93,541.88	97,096.47	100,786.14	104,448.58
		Bi-Weekly	3,216.92	3,339.17	3,466.05	3,597.76	3,734.48	3,876.39	4,017.25
		Hourly	40.211538	41.739577	43.325683	44.972058	46.680995	48.454875	50.215663

Year 3

*Effective during the first full pay period after November 1, 2018

			Steps						
			1	2	3	4	5	6	7
Lieutenant	317	Annual	85,312.80	88,554.69	91,919.76	95,412.72	99,038.40	102,801.86	106,537.56
		Bi-Weekly	3,281.26	3,405.95	3,535.38	3,669.72	3,809.17	3,953.92	4,097.60
		Hourly	41.015769	42.574370	44.192192	45.871500	47.614615	49.423971	51.219981

Year 4

*Effective during the first full pay period after November 1, 2019

			Steps						
			1	2	3	4	5	6	7
Lieutenant	317	Annual	87,019.06	90,325.78	93,758.16	97,320.97	101,019.17	104,857.90	108,668.31
		Bi-Weekly	3,346.89	3,474.07	3,606.08	3,743.11	3,885.35	4,033.00	4,179.55
		Hourly	41.836087	43.425856	45.076038	46.788928	48.566909	50.412452	52.244380