

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

AND

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

~~May 17~~July 1, ~~2018~~2021 - June 30, ~~2020~~2024

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PREAMBLE

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

ARTICLE 1

UNION RECOGNITION

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

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

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

ARTICLE 2

MANAGEMENT RIGHTS OF LFUCG

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

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

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

ARTICLE 3

WORK RULES

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

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

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

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

NO STRIKES, WORK STOPPAGES, AND SLOWDOWNS

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

ARTICLE 6

DUES CHECKOFF

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

Section 2. Nothing herein shall limit the rights of the parties, if any, to pursue remedies for violation of any provision under the Article, including without limitation the right any party may have to pursue remedies that could require reimbursement for the expenses (including attorney fees) of defense of litigation resulting from failure to comply with this Article of this Collective Bargaining Agreement.

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

ARTICLE 7

UNION BUSINESS/REPRESENTATION

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

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

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

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

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

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

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

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

ARTICLE 8

DEFINITION OF DIVISION SENIORITY

Section 1. Seniority shall be determined by continuous service in the LFUCG Division of Fire and Emergency Services calculated from the initial employment date with the Division of Fire as a Firefighter. However, seniority shall not apply until

successful completion of the initial probationary period, whereupon Division seniority shall retroactively begin as of the date of employment as a Firefighter in the Division of Fire. Seniority shall be continuous unless broken by resignation, termination, retirement, or loss of recall-from-layoff rights as provided within Article 15 (Layoffs). Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list.

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

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

ARTICLE 9

PROBATIONARY PERIODS

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

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

Section 3. In cases of military leave, the probationary period will be extended by the length of military deployment, provided however; in no event shall the probationary period be extended beyond the terms ~~of the probationary period as~~ outlined ~~in Section~~ above.

ARTICLE 10

ASSIGNMENTS, VACANCIES, AND TRANSFERS

Section 1. All openings in the Division of Fire, except ~~Emergency Care Unit openings will~~ ECU EMT positions, shall be posted on the Fire Department intranet for seven (7) days. ~~For Emergency Care Units, the Chief or designee shall consult with Employees before making an assignment. For other openings,~~ and will be consistent with Article 25. Bargaining Unit members ~~may~~ shall express their interest in an opening by ~~placing their name electronically on the appropriate list~~ submission of a Division Company/Bureau Transfer Request Form. Members shall email their request for transfer to their affected chain of command (i.e. Company Officer, District Major, Battalion Chief, and/or Bureau Commander). The transfer process shall not apply to probationary firefighters.

Section 2. Assignments and transfers shall not be based on reasons that are arbitrary ~~or based on personal feelings. Seniority shall be given.~~ A scoring system will be used for openings that takes seniority and certifications into consideration but shall not be controlling. The ~~reason(s) for the selection~~ Chain of Command will also score and rank individuals for company transfer. The scoring system will be reviewed each calendar year by LMC in case any changes need to be made to the process, as further described in a Memorandum of Understanding. The completed scorecard for all positions shall be ~~communicated~~ sent to the ~~affected Bargaining Unit members~~ Union President via email. The applicant who obtains the highest score shall be awarded the position.

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

Section 3. ECU Assignment: There shall be only two (2) licensed, AO eligible EMT-Paramedics assigned to each Emergency Care Unit, except that the Shift Commander may carry up to an additional three (3) licensed, AO eligible EMT-Paramedics per shift, who may be assigned to EC Units. Beginning with recruit class 69, all personnel shall serve a minimum of 5,824 hours worked, not simply assigned, to an ECU.

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

Section 5. Personnel assigned to a Special Operations company in accordance with Article 10, shall remain in that company for a period of two (2) years. Personnel may request to transfer to Special Operations companies but shall not apply to

non-specialty companies until after the two (2) year commitment is complete. Personnel who promote shall be re-assigned in accordance with the remainder of Article 10.

Section 6. Employees who seek transfer to a non-specialty position and are selected as part of the transfer process shall remain in that position for at least one (1) year. Personnel who promote shall be re-assigned in accordance with the remainder of Article 10.

Section 7. If an employee was placed in a position above due to operational needs of the LFUCG, they may apply for transfer as positions are made available.

Section 8. Personnel shall complete six (6) years of total line service prior to applying for positions within any of the Support Bureaus.

Section 9. LFUCG reserves the right to make and change assignments or transfer Bargaining Unit members at any time based upon the operational needs of the division as determined by the Chief ~~consistent with Section 2~~ which shall not be based on reasons that are arbitrary.

ARTICLE 11

PROMOTIONS

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

Section 2.

- a. An applicant for the position of Fire Lieutenant must have completed at least seventy-two (72) uninterrupted months of satisfactory service in the Division. The last twenty-four (24) months of such service must be free of any suspensions of more than twenty-four (24) hours’ work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current Lieutenant Promotion list, and shall include any special assignment while on approved leave of absence.
- b. An applicant for the position of Fire Captain must have completed at least eighty-four (84) uninterrupted months of satisfactory service in the Division. The last twelve (12) months of prior service must have been in the grade as Fire Lieutenant and the last twenty-four (24) months of prior service must be free of any suspensions of more than twenty-four (24) hours’ work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current Captain Promotional list, and shall include any special assignment while on approved leave of absence.

- c. An applicant for the position of Fire Major must have completed at least one hundred twenty (120) uninterrupted months of satisfactory service in the Division. The last twelve (12) months of prior service must have been in the grade as fire captain and the last twenty-four (24) months of prior service must be free of any suspensions of more than twenty-four (24) hours' work time. Service time shall be computed from the date of hire as a firefighter, shall be completed prior to the expiration of the current major promotional list, and shall include any special assignment while on approved leave of absence.
- d. Each applicant for promotion shall apply for the position using the LFUCG human resources software program before the official filing deadline date in order for the candidate to be considered for promotion.
- e. Time spent in an "acting capacity" shall not be considered in computing the "time in grade" requirements of this section.
- f. Each applicant shall receive seniority points beginning after the completion of his or her 8th year of service as a sworn member of the department. The maximum number of seniority points that any applicant can receive is 5. Each point shall be multiplied as a percent of the applicant's combined earned score, and then added onto the final score before the applicant is ranked (Example: The applicant has 13.5 years of service time with the department. He is credited with 3 seniority points. He scores a combined score of 75 before the application of any seniority points. After applying the points his final score will be 77.25). Seniority points shall be accrued as follows:

Years of Service

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

- g. The provisions listed in subsections i, ii, iii, and iv below will apply beginning with the Fall 2018 Promotional Processes. Each point shall be multiplied as a percent of the applicant's combined earned score, and then added onto the final score before the applicant is ranked. To receive the point, the applicant must provide proof of completion of the class.
 - i. With respect to the promotional process for lieutenant, LFUCG shall award the following fire training points for successful completion of the following courses:
 - 1 point for two of the following courses:
 - Leadership I
 - Kentucky Fire Inspector I

- IFSAC Level I Fire Instructor
- Leadership in Supervision: Professional Growth (646)
- Preparation for Initial Company Operations
- ii. With respect to the promotional process for captain, LFUCG shall award the following fire training points for successful completion ~~of 2~~ of the following courses:
 - 1 point for two of the following ~~five~~ courses:
 - Leadership II
 - Leadership III
 - Decision Making for Initial Company Operations (DMICO)
 - Command and Control of Incident Operations (312)
 - EMS Incident Operations (147)
 - Leadership in Supervision—~~II~~: Perspectives in Thinking (647)
 - Leadership in Supervision—~~III~~: Frameworks to Success (648)
- iii. With respect to the promotional process for major, LFUCG shall award the following fire training points for successful completion of the following courses:
 - 1 point for two of the following ~~four~~ courses:
 - Leadership III
 - Strategy and Tactics for Initial Company Operations
 - FEMA NIMS 300
 - FEMA NIMS 400
 - Decision Making at Multi Alarm Incidents (297)
 - Leadership in Supervision: Frameworks to Success (648)

Section 3.

- a. All written examinations shall be ~~by~~ tests administered by the Division of Human Resources from questions developed by an organization competent to prepare such questions, who shall be authorized by the Director and approved by the Commissioner of Public Safety. The source of testing material for all promotions shall be the Division's Policy Statements and Standard Operating Procedures (SOPs), uniform disciplinary guidelines (UDG), LFD Field Operation Guides, current collective bargaining agreement, and not more than three (3) additional textbooks recommended by the Fire Chief and his staff by January 15th of the promotion test year for authorization by the Director and approval by the Commissioner of Public Safety. Upon approval by the Commissioner of Public Safety, the recommended textbooks shall be posted in the Division of Human Resources and all Division of Fire and Emergency Services locations. After March 1, no additions or changes will be made to the

testing materials that deal with Policy Statements, Field Operation Guides, uniform disciplinary guidelines (UDG), and SOP's.

- b. The written examination will be given to all eligible applicants at the same time for the rank of the position being tested. Written examination answer sheets shall be identified by number and the numbered control sheets shall be confidential. All answer sheets shall be electronically scored immediately after the written examinations. Fifty percent of the written test shall come from the Division's Policy Statements and Standard Operating Procedures (SOPs), CBA, UDG, and FOG manuals and fifty percent from the three (3) textbooks approved by the Fire Chief.
- c. The specific examination score of an applicant shall be given immediately upon completion of the written examination. Any candidate who does not attain a raw score of seventy (70) percent on the written examination shall be eliminated from further testing. If more than fifty (50) applicants attain a raw score of seventy (70) percent on the written examination, only the top fifty (50) will advance to the next step of the testing process.
- d. In even number years promotional testing for Lieutenants and Captains will be conducted during the last half of August and the month of September and promotional testing for Majors will be conducted during the month of November and the first half of December. In the event of a freeze on promotions, any vacancies created during the freeze shall be filled from existing lists. If necessary to fill vacancies, promotional testing may be conducted at the discretion of the Chief when a promotional list has been exhausted.

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

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

1. The process will include not less than three exercises that test the candidate's ability to satisfactorily perform the exercise and must include at least one Fire Ground Tactical Scenario. The exercises may include testing for the following attributes:
 - Problem Analysis
 - Judgment
 - Planning and Organization
 - Oral Communications
 - Leadership
 - Decisiveness
 - Self-Initiative
 - Adaptability
 - Interpersonal Skills
 - Written Communication Skills

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

2. At least two (2) separate orientation sessions to explain the Assessment Center Process will be provided, not less than thirty (30) days prior to the first day that the Assessment Center is convened. The orientations will provide information, examples, and explanations on all aspects of the Assessment Center Process.
 3. Each applicant's exercises (which may be a videotape) will be presented to an evaluation board for assessment and scoring. The evaluation board shall consist of a minimum of three (3) evaluators who shall be of equal rank or higher than the level of the position being tested. The members of the evaluation board shall be from out-of-state fire departments with staffing at least three hundred (300) career members with recognized IAFF locals or greater.
 4. The Fire Chief shall appoint a subject matter specialist, who shall assist the evaluation board. The subject matter specialist shall address any questions or discrepancies with the evaluation board, using the applicable testing material.
- c. All evaluation board grading forms shall be collected and tallied by the Division of Human Resources or the Assessment Career consultant and shall be recorded immediately after each applicant's assessment is completed and forwarded to the Division of Human Resources. Applicants will be provided an opportunity to review their scores.

Section 5.

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

Section 6.

- a. To fill a vacancy in the ranks of Fire Lieutenant, Fire Captain and Fire Major, the names of the five (5) top ranking candidates for each position shall be forwarded to the Fire Chief, who may interview the candidates. The Chief shall choose one (1) of the five (5), which candidate's name shall be forwarded through the LFUCG chain of command to the appointing authority with a recommendation for appointment.
- b. Eligible applications may be certified to the Fire Chief five (5) times for consideration. Thereafter, if not selected, they shall be removed from the list of applicants eligible for promotion. Such removal does not prevent future

examinations, eligibility and certification. The promotional lists shall be established on the basis of the highest numerical score computed under the following criteria:

1. Forty percent (40%) on a written examination.
2. Forty percent (40%) on a practical performance examination.
3. Twenty percent (20%) on oral examination, which includes the absenteeism report.

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

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

Section 8. The intent of this promotion process shall not be circumvented by acting appointments. Vacancies shall be filled or abolished within ~~thirty~~ninety (3090) days ~~of the beginning of the promotional process, which must begin within sixty (60) days of the vacancy.~~

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

Section 10. Suspension, for any reason, for more than twenty-four (24)~~-work~~ hours work time of an applicant eligible for promotion shall be cause for automatic removal from any promotion list, ~~but the~~ The Employee shall be eligible to take the next promotional exam unless there is an additional intervening suspension of more than twenty-four (24) hours work time.

ARTICLE 12

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

Step 5: In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of LFUCG, then within

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

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

The cost involved to obtain the list of arbitrators, and the rent, if any, of the hearing room shall be borne equally by each party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fee of the court reporter shall be paid by the party making the request, provided, that this fee shall be split equally if both parties desire a reporter or request a copy of a transcript. The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

Section 5. Any grievance not advanced to the next step by the grievant, within the time limits in that step, shall be deemed resolved by LFUCG's last response. If LFUCG does not respond within the prescribed time limits, the grievance shall advance to the next step of the grievance procedure. The time limits in this Article may be extended by mutual agreement between LFUCG and the grievant, which agreement shall

be in writing. All responses to grievances under this Article must be in writing (which may be accomplished electronically through a process established by the parties).

Section 6. Except as otherwise agreed in this Agreement, in discipline cases (i.e., matters involving reprimand, dismissal, suspension, or reduction in pay or grade of an employee), the parties acknowledge that pursuant to KRS 95.450, no discipline can actually be imposed until action by the LFUCG Council. ~~Therefore, the~~ The time limit for grieving of discipline, prior to action by LFUCG Council, shall begin by the Fire Chief serving the recommended charges of discipline on the subject Bargaining Unit member; ~~and a.~~ A grievance shall begin at the level of the Mayor as specified above. Should the matter not be resolved prior to the level of arbitration, it shall be arbitrated based on the recommended charges and recommended discipline of the Chief. After the decision of the arbitrator, the matter shall be presented to the LFUCG Council as required by KRS 95.450. The parties agree that only the written decision of the arbitrator will be presented to the Council and that neither side shall present additional evidence unless requested by the Council. Any further hearing rights before the Council pursuant to KRS 95.450 are hereby waived. In cases where the Chief's recommended discipline is accepted by the member and the Union, but rejected by Council, the process will revert to Article 19, section 9. The parties may further agree, in advance of any arbitration at this stage, that the Council must adopt the findings and award of the arbitrator unless such decision is either not consistent with the provisions of this contract, or the application of discipline within the division.

ARTICLE 13

CONTRACTING OUT

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

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

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

ARTICLE 14

LAYOFF

Section 1.

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

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

ARTICLE 15

REINSTATEMENT

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

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

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

ARTICLE 16

HEALTH AND SAFETY

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

Section 2. Any Bargaining Unit member who believes a safety hazard exists, such as unsafe equipment, conditions, or practices should report the situation immediately to the chain of command. LFUCG will then investigate and take necessary corrective steps. Should the Bargaining Unit member believe that the safety hazard still exists seventy-two (72) hours after such notification, they shall have the right to notify the Fire Chief directly in writing of their safety concern.

Section 3. The Division's Safety Committee shall be structured so that it is composed of three (3) Bargaining Unit members [plus a member selected to represent the eighth district on the IAFF Health and Safety Committee \(if applicable\)](#), whom are appointed by Local 526's President, and three (3) members of the Fire Administration [plus the peer support coordinator \(if applicable\)](#). This Committee shall meet monthly or at mutually agreed upon times to discuss matters of concern and make recommendations. Any member of the Committee may submit items to be included on the agenda for the meeting.

The function of the Safety and Health Committee is to:

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

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

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

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

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

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

ARTICLE 17

MEDICAL EXAMINATIONS/FITNESS FOR DUTY

Section 1. LFUCG may require a Bargaining Unit member to take an examination, conducted by a licensed medical practitioner of LFUCG's choosing to

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

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

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

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

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

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

Section 5. Local 526 and the LFUCG agree to refer the subject of physical fitness assessments and physical examinations to the Labor Management Committee for purposes of: (1) developing a recommended policy of minimum standards of physical fitness; (2) [developing and implementing an annual physical fitness assessment](#); (3) developing recommended rehabilitation guidelines in the event those standards are not maintained; and (34) developing recommendations for sanctions in the event of a Bargaining Unit member's failure to meet those standards or successfully rehabilitate. The Labor Management Committee will also develop a recommended policy outlining the contents of the physical examination. The Fire Chief shall consider the

recommendations of the Committee developed pursuant hereto, but shall retain final authority regarding implementation of policy consistent with this Agreement.

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

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

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

ARTICLE 18

ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

II. SCOPE:

A. Alcohol - Scope and Defined

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

B. Legal Drugs - Scope and Defined

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

C. **Illegal Drugs - Scope and Defined**

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

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

- A. **Accident** – Any occurrence of events which leads to property damage, physical injury, or death.
- B. **Actual Physical Control** - Term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.
- C. **Blood Alcohol Content (BAC)** - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage form. **BREATH:** A volume of breath expressed in terms of grams of alcohol per 210 liters of breath.
- D. **Blood Alcohol Test (BAT)** - A medically acceptable procedure or scientifically approved instrumentation test to determine the content of alcohol in the blood.
- E. **Chain of Custody** - The ability to identify each person or facility that has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- F. **Drug Paraphernalia** - Any item used for administering, packaging or transporting illegal drugs.
- G. **Drug Test** - Tests scientifically designed and medically approved, that determine the presence of drugs in the body.

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

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

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

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

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

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

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

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

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

Unit member must take a leave of absence or sick time during rehabilitation.

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

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

1. **In-patient followed by Outpatient Phase:** The in-patient phase will be charged as sick leave or other leave, if such is available. If sick or other leave has been exhausted, their status will be changed to leave of absence without pay.
2. **Out-Patient Phase Only:** Normally, the Bargaining Unit member will return to work at his normal or alternate duties. However, if the EAP Representative recommends other duties during this phase, then provisions will be made.

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

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

- A. Use, possession, distribution, or sale of alcohol, illegal drugs or drug paraphernalia or the unlawful manufacture, distribution, dispensation, possession or use of controlled substances on government property or within government vehicles.
- B. Being impaired anytime during the workday, as a result of using, alcohol, illegal drugs, misusing a legally prescribed drug, or any chemical substance, is prohibited behavior.
- C. Bargaining Unit members who are called to report back to duty are forbidden to report to their work site or job if impaired, and shall immediately, via telephone, notify their supervisor of such.
- D. Being impaired at any time while operating a government owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug, or any chemical substance is prohibited behavior.

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

VI. BARGAINING UNIT MEMBERS' REPORTING RESPONSIBILITIES:

A. LEGAL DRUGS:

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

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

Should any legal drug adversely alter the senses of or prevent the Bargaining Unit member from performing the job duties in a safe and productive manner, it shall be the responsibility of the Bargaining Unit

member to notify his/her immediate Supervisor, advising them of the limitations the legal drug poses. Supervisors who are aware of such a situation are to instruct the employee to report performance problems to the District Officer.

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

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

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

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

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

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

For the purposes of detecting alcohol and illegal drug use/abuse, drug or breath alcohol test (BAT) will be requested. All tests shall be done in accordance with current applicable statutory or case laws to protect each employee's constitutional rights. Refusal to submit to a drug or BAT, under these stipulations, shall be immediate grounds for dismissal.

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

DRUG TESTS AND CUT OFF LEVELS

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

B. TESTING SAFEGUARDS

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

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

All positive results will automatically be confirmed utilizing the appropriate determination by a certified laboratory. If an alcohol test is confirmed as positive, the Bargaining Unit Member may, upon written request and at the employee's expense, have the split sample tested at a certified laboratory. The request shall be presented within 72 hours following notification of a positive result. The Bargaining Unit Member will notify the testing facility that they wish to contest the test results and will be provided a list of certified labs to choose from for conducting the

contesting test. The Bargaining Unit Member is responsible for the cost of this test. MRO review is not required to confirm the results of the test.

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

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

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

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

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

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

C. REASONABLE SUSPICION TESTING (RST)

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

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

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

D. POST CRITICAL INCIDENT TESTING (PCIT)

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

2. Such testing shall be conducted within two (2) to eight (8) hours of the incident or at the Fire Chief or designee's discretion.
3. Nothing in this section contravenes the right of LFUCG to require testing after a critical incident, injury or accident, based on reasonable suspicion as provided in Section C above, regardless of the nature of the incident or injury, or the amount of damage.

E. RANDOM TESTING (RAN)

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

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

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

IX. CONFIDENTIALITY:

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

X. RANDOM SELECTION PROCEDURES

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

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

XI. TESTING FACILITIES

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

XII. DISCIPLINARY ACTION

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

ARTICLE 19

DISCIPLINE

Section 1. Definitions

- a) Disciplinary action may consist of a written reprimand, suspension, reduction in pay or grade, or dismissal of a Bargaining Unit member.
- b) An informal complaint is an allegation that is investigated and vetted at the level of the appropriate Bureau/Shift Commander.
- c) A formal complaint is an allegation that is forwarded to Internal Affairs for formal investigation.
- d) For purposes of this Article, “days” shall be defined as “business days” (Monday through Friday). If the day of expiration is a weekend or holiday, then the expiration is on the next business day.
- e) A PDRB (Pre-Disciplinary Review Board) shall consist of two sworn members of the LFD above the rank of Major and one Citizen residing within Fayette County, appointed by the Mayor. Any persons serving on a PDRB shall have completed education on Uniform Disciplinary Guidelines, CBA, KRS, and the topics of just cause, progressive discipline, and due process. The parties will meet to discuss the educational requirements of the PDRB members.

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

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

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

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

Section 6. Bargaining Unit members shall have the right to have a Local 526 Representative present at meetings called by LFUCG which could lead to the imposition of discipline. At any such meeting, the Local 526 Representative shall have the right to advise the bargaining unit member.

Section 7.

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

opportunity to present the member's side of the matter and any materials relating to the discipline. The Bargaining Unit member shall have the opportunity to answer the allegations and charges made against them.

- e. The PDRB (Pre-Disciplinary Review Board) shall make a recommendation of disciplinary action to the Chief.

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

Section 9.

- a. Upon the service of recommended action to the subject employee, the grievance and arbitration procedure set forth in Article ~~13~~12 (Grievance Procedure) may be invoked by Local 526, in which event the process set forth in Section 6 of the Grievance Procedure Article shall apply.
- b. Should Local 526 decide not to invoke the grievance procedure, the Bargaining Unit member may elect the remedies provided for in KRS 95.450.
- c. Under either the invocation by Local 526 of the grievance procedure, or the election by the Bargaining Unit member of the process under KRS 95.450, no disciplinary action in the form of suspension of over two weeks or dismissal shall be effective, and no Bargaining Unit member shall be deprived of their regular pay and benefits, until final action by an arbitrator under this Agreement or by the LFUCG Council pursuant to KRS 95.450, whichever is later.

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

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

ARTICLE 20

DRIVER'S LICENSE SUSPENSION

Section 1. Possession of a valid driver's license is a condition of employment as an LFUCG firefighter. Should a Bargaining Unit member driver's license be suspended or revoked, the Bargaining Unit member shall report same to the Fire Chief

through the chain of command prior to next reporting for duty but in no event more than seventy-two (72) hours after they know of the suspension.

Section 2. In the event of suspension of a Bargaining Unit member driver's license for a period of sixty (60) calendar days or less, LFUCG shall allow the Bargaining Unit member to continue to work on such assignments as do not require operation of a vehicle. Assignments shall be made at the discretion of the Fire Chief. LFUCG shall not be required to wait sixty (60) days to remove the employee from service should it be known before then that the license suspension will exceed sixty (60) days.

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

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

ARTICLE 21

PERSONNEL FILES

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

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

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

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

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

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

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

ARTICLE 22

MILITARY LEAVES

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

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

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

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

ARTICLE 23

JURY DUTY/COURT TIME

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

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

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

ARTICLE 24

HOURS OF WORK

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

Section 2. The provisions of Section 1, above, shall not apply to Bargaining Unit members assigned to a forty (40) hour work-week, ~~or to Bargaining Unit members assigned to the twenty-four (24) hour on/twenty-four (24) hour off schedule.~~ The normal work week for these positions may be either a ten (10) hour/four (4) day per week, eight (8) hour/five (5) day per week, or ~~twenty-four~~two (24) ~~hour on/twenty-four~~twelve (24) ~~hour off as is already in place and practice as of October 1, 2004~~days and a sixteen (16) hour day per week.

ARTICLE 25

ACTING PAY

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

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

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

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

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

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

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

ARTICLE 26

VACATIONS

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

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

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

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

Section 5. ~~Vacation~~Requests for vacation leave ~~may~~must be ~~taken in minimum increments of four (4) hour blocks for 56-hour Employees (two (2) hour minimum increments for all 40-hour Employees). An Employee will not be permitted to divide a four (4) hour block of time. The twenty four (24) hour shift will be divided into six (6) four (4) hour blocks, the first block being the first four (4) hours of a shift. For example, if an Employee needs to use six (6) or more hours, except for the fixed time period of 2400-0500 hours of vacation leave, they shall be required to take eight (8) hours of vacation leave, which will be taken in its entirety.~~ All vacation leave shall be scheduled according to the Scheduling of Leaves Article (34) contained within this Agreement.

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

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

ARTICLE 27

HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth

Independence Day (On-duty personnel paid at time and one-half)
Labor Day
September 11th
Veteran's Day
Thanksgiving Day (On-duty personnel paid at time and one-half)
The Day After Thanksgiving
Christmas Eve (On-duty personnel paid at the time and one-half)
Christmas Day (On-duty personnel paid at time and one-half)

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

Section 3. Fifty-six (56) hour Bargaining Unit members shall receive twelve (12) hours of holiday leave for each holiday listed in Section 1 as each holiday is celebrated. The twelve (12) hours of holiday leave shall be credited to the Bargaining Unit member's leave bank ~~and is to be scheduled off in minimum increments of four.~~ Requests for holiday leave must be for two (42) hour blocks (defined in Section 5 of Article 26—Vacations) or more hours, except for the fixed time period of 2400-0500 hours, which will be taken in its entirety. All holiday leave shall be scheduled according to the Scheduling of Leaves Article (34) contained within this Agreement.

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

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

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

ARTICLE 28

SICK LEAVE

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

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

Section 3. ~~Sick~~Requests for sick leave ~~may~~must be ~~taken in minimum increments of four (4) hour blocks (defined in Section 5 of Article 26 — Vacations) (two (2) hour minimum increments for 40-hour Employees)~~for two (2) or more hours, unless an Employee becomes ill while at work with fewer than ~~four~~two (42) hours remaining in his or her shift. A Bargaining Unit member shall be paid sick leave only for the hours which the Bargaining Unit member would otherwise have been scheduled to work.

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

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

- a. Consistent or patterned use of sick leave on weekends, holidays, days where leave requests have been denied, and scheduled training days;
- b. Consistent or patterned use of more sick leave (168 hours) than is earned in the previous 12-month period;

- c. Depleting sick time balances and requesting leave without pay for sickness when no chronic ailment has been diagnosed.

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

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

ARTICLE 29

BEREAVEMENT LEAVE

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

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

Section 3. “Immediate family member” as used herein shall mean any of the following: Parents/[Legal Guardian](#); Step-parents; Spouse; Spouse’s parents; Children; Step-children; Foster children; Siblings; Step-siblings; Half-siblings; Brothers-in-law; Sisters-in-law; Grandparents; Spouse’s grandparents; Grandchildren and Great-grandparents; Qualified Adult (as defined by LFUCG policy). [The definitions of immediate family member shall include “in-law” and “step-relationships”.](#)

Section 4. A Bargaining Unit member will be able to use up to one (1) working day for forty (40) hour employees, and twelve (12) hours for fifty-six (56) hour employees for Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include “in-law” or “step-relationships”).

ARTICLE 30

INJURY LEAVE

Section 1. [This Article is intended to operate in conjunction with Modified Duty Leave \(Article 36 Modified Duty\). A Member could serve Line-of-Duty Injury Leave or Modified Duty Leave as appropriate and all timelines herein include any time served under either leave status.](#) In the event of an occupational injury or an occupational

illness incurred as a direct result of performing an assigned or sworn function within the course and scope of the Bargaining Unit member's employment (i.e., a "work-related" injury or illness as defined in Kentucky Workers Compensation law), LFUCG ~~may~~shall grant the Bargaining Unit member Line-of-Duty Injury Leave with full pay for the period of illness or injury, Modified Duty Leave (Article 36), or some combination thereof, which leave(s) shall not exceed twelve (12) consecutive months ~~and can~~. This initial period shall be extended by ~~the Member's treating doctor~~LFUCG for up to an additional twelve (12) consecutive months; if the Member's treating doctor indicates that the Member can return to work after that period, but in no case shall the leave(s) exceed a total of two (2) consecutive years. For purposes of both the initial leave period and any subsequent leave, LFUCG has the right to require an independent medical evaluation to confirm the treating doctor's opinion. In the event of conflicting opinions, a third doctor will resolve the dispute. The leave duty status shall commence on the date upon which the Member is unable to perform his or her pre-injury assignment. Payment of full pay for Line-of-Duty Injury Leave will be accomplished by issuance to the Bargaining Unit member of a payroll check for the full amount of his regular pay, in lieu of a separate check for Workers Compensation temporary total disability payments. In the event that the Policemen's and Firefighters' Retirement Fund of the Urban-County Government is willing to treat the portion of the Member's pay that is attributable to Workers Compensation temporary disability as a component of his or her salary for calculation of benefits under that fund, LFUCG agrees to pay the employer's applicable pension contribution on that amount should the Member likewise make his or her contribution.

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

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

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

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

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

ARTICLE 31

FAMILY AND MEDICAL LEAVE

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

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

ARTICLE 32

MATERNITY LEAVE

Pregnancy, childbirth and the medical needs associated therewith, shall be deemed to be medical conditions covered by the medical leave and benefit provisions of this Agreement, where supported by substantiation of medical needs. However, pregnancy and childbirth shall not be covered by Article ~~31~~30 (Injury Leave).

ARTICLE 33

SHIFT EXCHANGE/TRADE TIME

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

Section 2. Probationary firefighters can exchange/trade time with other probationary firefighters. Firefighters can exchange/trade time with other firefighters no matter what step except for probationary firefighters. Lieutenants and Captains may

exchange /trade time with each other regardless of grade and step. Responsibility for arrangement for the repayment of such time rests with the employees involved. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the city. The employee “working-out” shall be credited as if he or she worked his or her normal work schedule for that shift. The employee who agrees to work a shift trade will be obligated to report to work at the agreed upon time. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.

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

ARTICLE 34

SCHEDULING OF LEAVES

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

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

All vacation (VC), holiday (HT), and military (MV, MH) leave requests shall be granted up to a maximum of twenty-five~~four~~ (25~~24~~) Fire Suppression employees per day per Platoon based upon front-line company strength of 165 Fire Suppression employees per Platoon. Front-line company strength is calculated using the following chart:

Company	Quantity	Personnel	Total
Engines	23	4	92
Ladders	7	4	28
ECU's	12	3	36
Rescue	1	4	4
Tanker	1	2	2
Unit 220	1	1	1
200/D	1	1	1
210	1	1	1
			165

* This chart does not represent a commitment to maintain a certain number of units or a certain number of personnel on each unit.

When the front-line company strength increases above 165, one (1) additional leave request will be permitted for every ten (10) additional personnel. Similarly, when the front-line company strength decreases below 165, one (1) fewer leave request will be permitted for every ten (10) fewer personnel. Any request for time off (except sick leave) must be made by 0800 hours on the duty day prior to the day on which the requested leave will be used. Requests made after this time will be granted ~~at the discretion of the shift commander~~ if there are slots available, overtime will not be incurred, and the member has no scheduled training for the period requested.

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

Section 2. After the original leave schedule has been completed, additional accrued leaves may be scheduled for any available days remaining, provided the employee has submitted the request no sooner than one (1) calendar month in advance of such request. In the event multiple leave requests for the same period of time have been received on the same date, the granting of the leave shall be awarded in accordance to the most senior employee. In the event leave requests are received on different dates, the employee who has submitted their leave requests first shall be awarded the time off regardless of seniority.

Section 3. Employees may cancel previously scheduled vacation, only in the event the period of time being cancelled has not exceeded the maximum limit of

employees twenty-four (2524) permitted off as per Section 1. In this case, employees may cancel previously scheduled vacation no later than one (1) duty-day (before roll call) before the scheduled vacation day

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

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

- a. All sworn employees must request, through their Platoon Commander, compensatory time by 0800 hours on the duty day prior to the day compensatory time is to be utilized. Requests made after this time will be granted if there are slots available, overtime will not be incurred, and the member has no scheduled training for the period requested.
- b. ~~Compensatory time may be taken in minimum increments of four (4) hour blocks (defined in Section 5 of Article 26 — Vacations)~~Requests for compensatory time must be for two (2) or more hours.
- c. Compensatory time shall be limited to four (4) slots above the allotted slots as outlined in Section 1. The procedure for filling the slots will be the same as outlined in Section 2.

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

Section 7. If an employee is approved for a benefit slot and then is off for a different reason or leave, the Employee remains in that slot.

ARTICLE 35

CALCULATION OF LEAVE TIME

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

ARTICLE 36

MODIFIED DUTY

Section 1. Line of Duty Injury Leave. If a Bargaining Unit member is off work on line of duty injury/illness leave as set forth in the Article ~~31~~30 (Injury Leave), and is determined to be medically able to perform modified duty, ~~LFUCG may require the Bargaining Unit member to return~~may be permitted to work on modified duty status for ~~such time as LFUCG determines, which may require the employee to~~their normal shift work (24/48) for up to four (4) months. After an administrative evaluation, this term may be extended by LFUCG for an additional eight (8) months. Thereafter the employee shall be placed on a forty (40) hour work week schedule until the member is medically cleared to return to normal duty, and will be assigned ~~to a different schedule,~~ as mutually agreed by the Union President and the Fire Chief.

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

Section 3. Disputes regarding fitness for modified duty shall be resolved pursuant to Article ~~18~~17 (Medical Examination/Fitness for Duty).

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

ARTICLE 37

SEPARATION/DEATH ENTITLEMENTS

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

Section 2. In the event that a Bargaining Unit member dies as a result of service connected cause, LFUCG shall pay to the beneficiary designated by the Bargaining Unit member or, in the event there is no designated beneficiary, to the Bargaining Unit member's estate, the sum of one hundred thousand dollars (\$100,000),

subject to applicable withholdings if any. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, any Social Security benefits, and any other benefits which may be due.

ARTICLE 38

HEALTH/LIFE INSURANCE

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

Section 2.

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

Section 3. LFUCG has the right to insure or self-insure, and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any other operational components of the Medical, Vision and Dental Plans. The Plans and benefits shall be comparable.

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

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

ARTICLE 39

UNIFORM/PPE/EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

Section 12. Upon separation of employment with the Division of Fire for any reason all uniforms and official equipment provided by the Division or purchased through

the Quartermaster Program shall be returned to the Fire Administration. The value of any item(s) not returned shall be deducted from the employee's final paycheck.

ARTICLE 40

REIMBURSEMENT

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

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

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

Section 4. A Member shall be reimbursed by LFUCG for personal property damaged, lost or destroyed while on duty or responding to official incidents. A Member who receives payment under this Article must seek restitution for any property for which payment was made. Failure to pursue restitution may result in requiring the Member to reimburse LFUCG for any payment and may make the Member ineligible to make any further claims under this Article. If restitution or other recovery is received, the amount(s) shall be paid in full to LFUCG. LFUCG reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. LFUCG further reserves the right to deny payment if the Member's negligence resulted in the damage or destruction of his or her property.

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

ARTICLE 41

TRAINING AND CERTIFICATION

Section 1. LFUCG agrees to provide any training required by LFUCG for Bargaining Unit members, including EMT certification. Any such training attended when the Bargaining Unit member is off duty shall be paid at the Bargaining Unit member's overtime rate of pay. Bargaining Unit members attending any training approved and required by LFUCG will be reimbursed for all necessary expenses such as meals, travel, tuition, parking, and tolls consistent with LFUCG policy. Ample training hours shall be offered so as to ensure each member remains compliant with all certification requirements.

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

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

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

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

ARTICLE 42

EMERGENCIES

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

ARTICLE 43

BULLETIN BOARD SPACE

LFUCG agrees to provide Local 526 with twelve (12) square feet of bulletin board space in each Division facility. Local 526 agrees that it will not post any material

which would be derogatory to any individual, LFUCG, or the Commonwealth of Kentucky, or which constitutes campaign material. Campaign material does not include announcements of Local 526 endorsements, or information regarding internal Local 526 elections. All Local 526 postings shall be in good taste.

ARTICLE 44

LABOR/MANAGEMENT COMMITTEES

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

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

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

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

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

ARTICLE 45

TUITION/EDUCATION INCENTIVE BENEFIT

Section 1. Bargaining Unit members shall receive reimbursement for the cost of tuition and books ~~for up to \$1,500 per year~~ upon appropriate verification of successful completion of coursework at a grade of “C” or better for undergraduate courses or at a grade of “B” or better for graduate course work and submission of applicable receipts. The total amount eligible for reimbursement shall not exceed \$2,500 per person per calendar year. Appropriate verification must include, at a minimum, a copy of an applicable transcript and receipts indicating that tuition was paid in full, and a document showing the books or other materials that were necessary for the class. To be eligible for reimbursement, ~~this~~ a member must have completed eligible course work between January 1 and December 31 of the same year and verification of expenses and grades must be submitted to the Fire Administration ~~within thirty~~ by January 31 of the following year. The requests received will be sorted and ordered by Bargaining Unit member seniority exclusive of rank, and twenty (30/20) calendar days after the last day of class requests shall be reimbursed. Any and all Bargaining Unit members having received reimbursement in the previous year will be placed below the ordered seniority list of those not having received reimbursement in the previous year.

Section 2. The parties agree that any Bargaining Unit member who participates by use of the tuition benefit shall be required to continue employment with the LFUCG Division of Fire and Emergency Services for eighteen (18) months from the last date of reimbursement unless he/she repays LFUCG for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

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

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

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

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

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

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

Section 6. Education Incentive Pay. Effective the first full pay period following July 1, 2019, annual education incentive pay will be paid to Bargaining Unit Members as follows:

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

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

ARTICLE 46

HOME FLEET VEHICLES

Section 1. Definitions:

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

vehicle is used. Reimbursement will be for the round trip at the current Internal Revenue Service approved reimbursement rate.

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

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

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

Section 4. 1. The use of LFUCG vehicles in the following activities is absolutely prohibited:

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

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

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

ARTICLE 47

UNIFORM COMMITTEE

Section 1. LFUCG and Local 526 agree to form a Uniform Committee, consisting of ~~twethree~~ (23) members from the Bargaining Unit, who are appointed by Local 526, and ~~twethree~~ (23) members appointed by the Fire Chief. The Committee will discuss and recommend, changes to uniforms. Proposed changes to the current uniform or any part of the current uniform will be brought before this Committee.

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

ARTICLE 48

MISCELLANEOUS

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

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

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

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

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

ARTICLE 49

PAY SCHEDULE

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

Section 2. The rate of pay for a bargaining unit member upon initial appointment to a position in the Division of Fire and Emergency Services shall be made at the minimum step of the pay grade specified for his class. Each step on the wage scales represents twelve (12) months of satisfactory employment. Employees shall be moved to the next step in the attached wage scales upon their anniversary date within the division. Interdepartmental transfers within LFUCG accepted into the Division of Fire will enter into the pay schedule at a step closest to, but not less than their current rate of pay, but at no time higher than Firefighter grade (step 1-2), and shall be frozen at such step until they reach the actual time required within the Division to reach such step.

Section 3. The wages and pay schedules for members are attached hereto as Appendices A and B (Schedule compressions as proposed by management), which will reflect the following:

A. Effective the first full pay period following contract ratification:

- i. ~~3.0~~The attached wage scale which generally represents 4.5% base wage structural movement for all steps excluding Recruit, which will receive a 5.79% increase. Each member currently employed will receive a two thousand dollar (\$2,000) lump sum payment within two months after ratification.

B. Effective the first full pay period following July 1, ~~2018~~2022:

- i. ~~2.0~~2.5% base wage structural movement

C. Effective the first full pay period following July 1, ~~2019~~2023:

- i. ~~1.5~~2.5% base wage structural movement

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

Section 4. In addition to their normal hourly rate of pay, employees performing the following duties will be paid hourly as follows beginning the first full pay period after July 1, 2022:

56 Hour Employee	40 Hour Employee
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Paramedic Certification pay	-\$0.370	-\$0.593
	<u>\$0.555</u>	<u>\$0.889</u>
Paramedic Assigned	-\$1.583*	-\$2.534*
(Includes Certification Pay Above)	<u>\$2.083</u>	<u>\$3.334</u>
Emergency Medical Technician Assigned	\$0.827	\$1.323

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

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

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

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

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

Section 7.

- a. The “regular hourly rate of pay,” for calculation of overtime shall include normal hourly rate of pay, training incentive of \$1.49, paramedic and EMT pay as set forth above, certification pay as set forth above, and longevity pay.
- b. Scheduled overtime for 56-hour employees as set forth in the pay schedule is determined at the rate of time and one-half an employee’s “regular rate of pay.”

- c. For 56-hour employees, any work performed in excess of the Bargaining Unit Members assigned shift, or in the event an employee is requested or required to return to duty, after being released, shall constitute Unscheduled Overtime work and shall be paid at the employees Unscheduled Overtime rate of pay. Unscheduled overtime for 56-hour employees shall be paid at the rate specified in the attached pay schedule.
- d. All overtime for 40-hour employees as set forth in the pay schedule is determined at the rate of time and one-half (1 ½) “regular rate of pay” as described in Section 7(a) above.
- e. Overtime shall be measured in one-tenth (0.10) hour increments, with segments rounded off to the next tenth of an hour. Employees called in or required to work at times unconnected with their regularly scheduled hours of work shall be paid a minimum of two (2) hours pay, which for fifty-six hour employees shall be at the rate described in subsection (c) above.
- f. For this article a workweek is the period of time beginning at 0700 hours each Monday and ending at 0659 hours each following Monday.
- g. Bargaining Unit Members may elect to accept compensatory time off in lieu of unscheduled overtime pay. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated up to a maximum of 168 hours. Once an employee accumulates 168 hours of compensatory time, any future overtime hours worked shall be compensated with the appropriate rate of overtime pay.

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

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

Section 10. Overtime shall be distributed according to the following schedule. The first slot for overtime will be for an officer (when a Fire Officer is off work) and the next three scheduled can be for a firefighter, with the following specialties defined as hazmat tech, hazmat tech (220), rescue tech, rescue tech (RS1), rescue diver, paramedic, front seat paramedic, acting district major, or ARFF (aircraft rescue fire fighter). (The

overtime allocation for Officers shall be ~~repeated and Officers allotted~~ 25% of the overtime ~~daily; this ratio will be evaluated on a quarterly basis~~). This policy does not apply to special overtime assignments, ~~Rolex~~-UK games, etc. Overtime will be distributed by rotation as equitably as possible among the employees. The seniority overtime list shall be reset every January 1st. All accrued extra overtime (XOT) including compensatory time accrual shall be reflected on this list.

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

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

ARTICLE 50

GENDER

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

ARTICLE 51

SAVINGS CLAUSE

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

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

ARTICLE 52

ENTIRE AGREEMENT

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

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

ARTICLE 53

TERM OF AGREEMENT

Section 1. This Agreement shall be effective from ~~May 17~~July 1, ~~2018~~2021 through June 30, ~~2020~~2024, except as otherwise provided in this Agreement.

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

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

Collective Bargaining Agreement By and Between
Lexington-Fayette Urban County Government

And

Lexington Professional Firefighters IAFF Local 526
Firefighters, Lieutenants, and Captains

~~May 17~~ July 1, 2018 2021 – June 30, ~~2020~~ 2024

Lexington-Fayette Urban
County Government

Lexington Professional Firefighters
IAFF Local 526

By: _____
~~Jim Gray~~ Linda Gorton, Mayor

By: _____
~~Christopher Bartley~~ Kevin Pletzke,
President

Date: _____

Date: _____

FY 2022 Pay Scales

*Effective the first full pay period following ratification

		Steps Year 1-40															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	21.647	22.355	23.324	24.296	25.265	26.237	27.208	28.178	29.147	30.118	31.092	31.755	32.435	33.131	33.841	34.569
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Unscheduled OT	35.355	36.416	37.871	39.329	40.782	42.240	43.696	45.152	46.605	48.061	49.522	50.518	51.537	52.581	53.646	54.737
Lieutenant	Normal Hourly Rate	34.960	35.801	36.974	38.471	39.967	41.464	42.366	43.290	44.663							
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Unscheduled OT	55.325	56.585	58.346	60.590	62.835	65.080	66.434	67.820	69.879							
Captain	Normal Hourly Rate	44.744	45.722	46.722	47.746	48.793											
	Training Hourly	1.923	1.923	1.923	1.923	1.923											
	Unscheduled OT	70.000	71.467	72.967	74.504	76.074											

FY 2023 Pay Scales

*Effective the first full pay period following July 1, 2022

		Steps Year 2-40															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Firefighter	Normal Hourly Rate	22.188	23.908	24.904	25.897	26.893	27.888	28.883	29.876	30.871	31.869	32.549	33.246	33.959	34.687	35.433	
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	
	Unscheduled OT	36.166	38.746	40.240	41.729	43.224	44.716	46.209	47.698	49.191	50.688	51.709	52.753	53.823	54.915	56.034	
Lieutenant	Normal Hourly Rate	35.834	37.899	39.432	40.966	42.500	43.426	44.372	45.780								
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923								
	Unscheduled OT	56.636	59.732	62.033	64.334	66.635	68.023	69.443	71.554								
Captain	Normal Hourly Rate	46.865	47.890	48.940	50.013												
	Training Hourly	1.923	1.923	1.923	1.923												
	Unscheduled OT	73.182	74.719	76.294	77.904												

FY 2024 Pay Scales

*Effective the first full pay period following July 1, 2023

		Steps Year 3-40															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Firefighter	Normal Hourly Rate	22.743	24.505	25.526	26.544	27.565	28.585	29.605	30.623	31.643	32.666	33.363	34.077	35.554	36.319		
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923		
	Unscheduled OT	36.998	39.642	41.174	42.701	44.232	45.762	47.292	48.819	50.348	51.883	52.929	54.000	56.216	57.362		
Lieutenant	Normal Hourly Rate	36.730	38.846	40.418	41.990	43.563	45.482	46.924									
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923									
	Unscheduled OT	57.980	61.154	63.512	65.870	68.228	71.107	73.271									
Captain	Normal Hourly Rate	48.037	50.163	51.263													
	Training Hourly	1.923	1.923	1.923													
	Unscheduled OT	74.939	78.129	79.779													

FY 2018		Effective upon the first pay period ending, following ratification															
		Steps Year 1-40															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	19.765	20.662	21.559	22.457	23.353	24.250	25.148	26.046	26.941	27.839	28.738	29.352	29.980	30.623	31.280	31.952
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Unscheduled OT	32.532	33.878	35.223	36.570	37.914	39.260	40.606	41.953	43.296	44.643	45.992	46.913	47.855	48.818	49.804	50.813
Lieutenant	Normal Hourly Rate	32.314	33.091	34.176	35.559	36.942	38.325	39.160	40.014	41.283							
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Unscheduled OT	51.356	52.521	54.148	56.223	58.298	60.373	61.624	62.905	64.808							
Captain	Normal Hourly Rate	41.357	42.261	43.186	44.132	45.100											
	Training Hourly	1.923	1.923	1.923	1.923	1.923											
	Unscheduled OT	64.920	66.276	67.664	69.083	70.535											

Appendix A – 40 Hour Employees

FY 2022 Pay Scales

*Effective the first full pay period following ratification

		Steps Year 1-56															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	13.522	13.963	14.569	15.178	15.783	16.390	16.997	17.603	18.209	18.816	19.424	19.839	20.264	20.698	21.142	21.598
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Scheduled OT	20.282	20.945	21.854	22.766	23.674	24.585	25.495	26.405	27.314	28.224	29.137	29.759	30.395	31.047	31.714	32.397
	Unscheduled OT	35.336	36.396	37.851	39.311	40.763	42.220	43.677	45.132	46.586	48.044	49.503	50.499	51.517	52.560	53.626	54.720
Lieutenant	Normal Hourly Rate	21.843	22.367	23.101	24.037	24.971	25.907	26.471	27.049	27.907							
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Scheduled OT	32.764	33.551	34.651	36.056	37.457	38.860	39.706	40.573	41.860							
	Unscheduled OT	55.307	56.566	58.326	60.574	62.816	65.060	66.415	67.802	69.861							
Captain	Normal Hourly Rate	27.957	28.568	29.193	29.834	30.488											
	Training Incentive	1.923	1.923	1.923	1.923	1.923											
	Scheduled OT	41.935	42.852	43.790	44.751	45.732											
	Unscheduled OT	69.981	71.448	72.948	74.485	76.055											

FY 2023 Pay Scales

*Effective the first full pay period following July 1, 2022

		Steps Year 2-56															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	13.860	14.934	15.557	16.177	16.800	17.422	18.043	18.664	19.287	19.910	20.335	20.770	21.216	21.671	22.138	
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Scheduled OT	20.790	22.400	23.336	24.266	25.199	26.133	27.065	27.997	28.930	29.865	30.503	31.155	31.824	32.507	33.207	
	Unscheduled OT	36.148	38.725	40.221	41.710	43.203	44.697	46.188	47.679	49.173	50.669	51.689	52.733	53.802	54.895	56.016	
Lieutenant	Normal Hourly Rate	22.389	23.678	24.638	25.596	26.554	27.133	27.725	28.604								
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923								
	Scheduled OT	33.583	35.517	36.957	38.393	39.831	40.699	41.587	42.907								
	Unscheduled OT	56.617	59.712	62.016	64.314	66.615	68.003	69.424	71.535								
Captain	Normal Hourly Rate	29.282	29.923	30.580	31.250												
	Training Incentive	1.923	1.923	1.923	1.923												
	Scheduled OT	43.924	44.884	45.869	46.875												
	Unscheduled OT	73.162	74.700	76.275	77.885												

FY 2019		Effective the first full pay period following July 1, 2018															
		Steps Year 2-40															
		1 (Recruit)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	20.160	21.075	21.990	22.906	23.820	24.735	25.651	26.566	27.480	28.396	29.313	29.939	30.580	31.235	31.906	32.59
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Unscheduled OT	33.125	34.498	35.870	37.244	38.615	39.988	41.361	42.734	44.105	45.478	46.854	47.793	48.754	49.737	50.743	51.772
		Steps Year 2-40															
		1	2	3	4	5	6	7	8	9							
Lieutenant	Normal Hourly Rate	32.961	33.753	34.859	36.270	37.681	39.092	39.943	40.814	42.108							
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Unscheduled OT	52.325	53.513	55.173	57.289	59.406	61.522	62.799	64.105	66.047							
Captain	Normal Hourly Rate	42.184	43.106	44.050	45.015	46.002											
	Training Hourly	1.923	1.923	1.923	1.923	1.923											
	Unscheduled OT	66.160	67.544	68.959	70.407	71.888											

Appendix A — 40 Hour Employees

FY 2020																	
Effective the first full pay period following July 1, 2019																	
		Steps Year 3-40															
		1 (Recruit)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	20.462	21.392	22.320	23.250	24.177	25.107	26.036	26.965	27.892	28.821	29.753	30.388	31.038	31.704	32.384	33.080
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	2.923
	Unscheduled OT	33.578	34.972	36.365	37.759	39.150	40.544	41.938	43.332	44.723	46.117	47.513	48.467	49.442	50.440	51.461	54.005
		Steps Year 3-40															
		1	2	3	4	5	6	7	8	9							
Lieutenant	Normal Hourly Rate	33.455	34.259	35.382	36.814	38.246	39.678	40.542	41.426	42.740							
	Training Hourly	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Unscheduled OT	53.067	54.273	55.957	58.106	60.254	62.402	63.698	65.024	66.994							
Captain	Normal Hourly Rate	42.817	43.753	44.710	45.690	46.692											
	Training Hourly	1.923	1.923	1.923	1.923	1.923											
	Unscheduled OT	67.110	68.514	69.950	71.420	72.923											

Appendix A—40 Hour Employees

FY 2018																	
*Effective upon the first pay period ending, following ratification																	
		Steps Year 1-56															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Fire fighter	Normal Hourly Rate	12.346	12.906	13.467	14.028	14.588	15.149	15.710	16.271	16.831	17.392	17.954	18.338	18.730	19.132	19.543	19.963
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Scheduled OT	18.518	19.360	20.201	21.043	21.882	22.724	23.565	24.407	25.246	26.088	26.931	27.506	28.095	28.698	29.314	29.944
	Unscheduled OT	32.514	33.860	35.206	36.553	37.896	39.242	40.589	41.935	43.279	44.625	45.974	46.895	47.837	48.801	49.787	50.795
Lieutenant	Normal Hourly Rate	20.189	20.674	21.352	22.218	23.081	23.946	24.467	25.001	25.794							
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Scheduled OT	30.284	31.011	32.028	33.327	34.622	35.919	36.701	37.502	38.691							
	Unscheduled OT	51.338	52.503	54.130	56.207	58.280	60.355	61.606	62.887	64.790							
Captain	Normal Hourly Rate	25.841	26.406	26.984	27.575	28.180											
	Training Incentive	1.923	1.923	1.923	1.923	1.923											
	Scheduled OT	38.761	39.609	40.476	41.363	42.270											
	Unscheduled OT	64.902	66.258	67.646	69.065	70.517											

Appendix B – 56 Hour Employees

FY 2024 Pay Scales

*Effective the first full pay period following July 1, 2023

Steps Year 3-56

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Firefighter	Normal Hourly Rate	14.206	15.307	15.946	16.582	17.220	17.857	18.494	19.131	19.769	20.408	20.844	21.289	22.213	22.691		
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923		
	Scheduled OT	21.309	22.960	23.919	24.872	25.829	26.786	27.741	28.696	29.653	30.612	31.266	31.934	33.319	34.037		
	Unscheduled OT	36.979	39.621	41.155	42.680	44.211	45.742	47.271	48.799	50.330	51.863	52.909	53.979	56.195	57.344		
Lieutenant	Normal Hourly Rate	22.948	24.270	25.254	26.235	27.218	28.418	29.320									
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923									
	Scheduled OT	34.423	36.405	37.881	39.353	40.827	42.627	43.979									
	Unscheduled OT	57.961	61.133	63.494	65.850	68.208	71.088	73.251									
Captain	Normal Hourly Rate	30.014	31.344	32.031													
	Training Incentive	1.923	1.923	1.923													
	Scheduled OT	45.022	47.016	48.047													
	Unscheduled OT	74.919	78.110	79.760													

FY 2019																	
Effective the first full pay period following July 1, 2018																	
		Steps Year 2-56															
		1 (Recruit)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Fire fighter	Normal Hourly Rate	12.592	13.165	13.736	14.309	14.880	15.452	16.024	16.596	17.167	17.740	18.313	18.704	19.105	19.514	19.933	20.362
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923
	Scheduled OT	18.889	19.747	20.605	21.463	22.320	23.178	24.036	24.895	25.751	26.609	27.469	28.057	28.657	29.272	29.900	30.543
	Unscheduled OT	33.106	34.480	35.852	37.226	38.596	39.970	41.343	42.716	44.086	45.460	46.836	47.775	48.736	49.719	50.725	51.753
		Steps Year 2-56															
		1	2	3	4	5	6	7	8	9							
Lieutenant	Normal Hourly Rate	20.593	21.088	21.779	22.662	23.543	24.425	24.957	25.501	26.310							
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Scheduled OT	30.889	31.632	32.669	33.993	35.315	36.637	37.435	38.252	39.465							
	Unscheduled OT	52.307	53.495	55.155	57.274	59.388	61.504	62.781	64.087	66.029							
Captain	Normal Hourly Rate	26.357	26.934	27.524	28.127	28.744											
	Training Incentive	1.923	1.923	1.923	1.923	1.923											
	Scheduled OT	39.536	40.401	41.285	42.190	43.116											
	Unscheduled OT	66.142	67.526	68.941	70.389	71.870											

Appendix B – 56 Hour Employees

FY 2020																	
Effective the first full pay period following July 1, 2019																	
		Steps Year 3-56															
		1 (Recruit)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Fire fighter	Normal Hourly Rate	12.781	13.362	13.942	14.524	15.103	15.684	16.265	16.845	17.425	18.006	18.588	18.985	19.391	19.807	20.232	20.668
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	2.923
	Scheduled OT	19.172	20.043	20.914	21.785	22.655	23.526	24.397	25.268	26.137	27.009	27.881	28.477	29.087	29.711	30.349	31.001
	Unscheduled OT	33.560	34.953	36.346	37.741	39.132	40.526	41.920	43.313	44.704	46.098	47.495	48.448	49.424	50.421	51.442	53.987
		Steps Year 3-56															
		1	2	3	4	5	6	7	8	9							
Lieutenant	Normal Hourly Rate	20.902	21.404	22.106	23.002	23.896	24.791	25.331	25.884	26.705							
	Training Incentive	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923	1.923							
	Scheduled OT	31.353	32.106	33.159	34.503	35.844	37.187	37.997	38.825	40.057							
	Unscheduled OT	53.049	54.254	55.939	58.089	60.235	62.383	63.679	65.005	66.976							
Captain	Normal Hourly Rate	26.753	27.338	27.936	28.549	29.175											
	Training Incentive	1.923	1.923	1.923	1.923	1.923											
	Scheduled OT	40.129	41.007	41.905	42.823	43.763											
	Unscheduled OT	67.091	68.495	69.932	71.401	72.905											

| [Appendix B—56 Hour Employees](#)

| [0002082.0648675-4839-5367-7915v14](#)

| [0002082.0726632-4874-9827-5074v6](#)

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Document 2 ID	netdocuments://4874-9827-5074/6
Description	LFUCG - IAFF CBA 2021 - 2024
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count

Insertions	181
Deletions	153
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	336