

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)

AND

BLUEGRASS FRATERNAL ORDER OF POLICE, LODGE NO. 4

LIEUTENANTS UNIT

Effective upon ratification until June 30, 2025

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "Agreement"), entered into this 6th day of May, 2022, by and between Lexington-Fayette Urban County Government (hereinafter "LFUCG"), and Bluegrass Fraternal Order of Police, Lodge No. 4 (hereinafter the "Lodge"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Lexington Police Department, which will be referred to as "Police Department" or "LPD" in this Agreement.

ARTICLE 1

RECOGNITION

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

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

Section 3. As used in this Agreement, unless specified otherwise, the terms "Member" or "Members" refers to sworn employees of the Lexington Police Department holding the grade of Police Lieutenant, with the exception of the Chief of Police, Assistant Chief of Police, Commander or any appointed rank.

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

ARTICLE 2

SUBORDINATION AND DEFINITIONS

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute or constitutional provisions in effect upon the effective date of this Agreement or which may be hereafter enacted. If any state law or court or any federal law or court with jurisdiction invalidates any part of the Agreement, all other portions of the Agreement shall remain in full effect. Should the invalidated portion significantly alter the meaning of the intent of any Article or Section, the parties shall bargain to address the issue.

Section 2. Unless otherwise indicated, the term “day” shall be defined as calendar day.

ARTICLE 3

LFUCG RIGHTS

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

- A. Determination of the organizational structure of the Police Department, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
- B. The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this Agreement.
- C. Assignment of personnel consistent with the terms of Article 9.

- D. Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with applicable statutory law and this Agreement.
- E. Establishment of standards of performance and service, and taking disciplinary action subject to applicable state law and this Agreement.
- F. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay; although LFUCG reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered member from pay shall be deemed a disciplinary action.
- G. Elimination of positions, and any consequent reductions in force or layoffs.

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

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

STRIKES, WORK STOPPAGES, SLOWDOWNS, AND LAYOFFS

Section 1. The Lodge recognizes that it is unlawful to engage in strikes and work stoppages. The Lodge further agrees that it shall not engage in, condone, or encourage work slowdowns,

unauthorized accelerated enforcement, and other concerted efforts to alter work production. In addition, the Lodge agrees that any of the foregoing actions by Members may constitute cause for their termination, and that the Lodge shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

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

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

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

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

Section 6. Members who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, Members who are still on the recall list shall be recalled, in the inverse order of their layoff.

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

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

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

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

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

ARTICLE 6

LODGE SECURITY

Section 1. Membership in the Lodge shall not be a condition of employment. Members have the right to join or not join the union. Pursuant to KRS 67A.6902(3), the Lodge shall represent all Members without discrimination regardless of union membership.

Section 2. L.F.U.C.G. shall not restrain or discourage membership in the Lodge. L.F.U.C.G. shall not discriminate against any Member because of activities protected under KRS 67A.6901 *et seq.*

Section 3. Members may join Lodge membership or withdraw therefrom via written notice served upon L.F.U.C.G. and the Lodge.

Section 4. All Members holding membership with the Lodge shall pay union dues through regular payroll deductions each calendar month. Before L.F.U.C.G. initiates the first payroll deduction, each Member shall provide express written authorization, on a form authorized by L.F.U.C.G. and the Lodge, signed by the Member from whose pay the dues will be deducted (“Membership Notice”). Once a Member authorizes the deduction, L.F.U.C.G. shall begin payroll deductions as soon as practical but in no event later than the second (2nd) pay period following receipt of the Membership Notice. L.F.U.C.G. shall continue payroll deductions until a Member revokes consent via written notice served upon L.F.U.C.G. and the Lodge.

Section 5. L.F.U.C.G. shall deduct from payroll the monthly amount of union dues in the second (2nd) pay period of each calendar month. L.F.U.C.G. shall deliver such amount to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding calendar month after such deductions are made.

Section 6. The Lodge shall annually certify, in writing, to L.F.U.C.G. the monthly amount of union dues. The Lodge shall notify L.F.U.C.G. in writing of any changes or adjustments to the monthly amount of union dues occurring after January 1st of each calendar year. L.F.U.C.G. shall effectuate any changes or adjustments to the monthly amount of deduction in the second (2nd) pay period of the following calendar month after such notification is provided to L.F.U.C.G. by the Lodge.

Section 7. Members of the bargaining unit not exercising their right to Lodge membership may compensate the Lodge for their proportional share of collective bargaining expenses. Those expenses include Lodge expenses incurred for contract negotiation and administration, grievance processing, and other non-ideological purposes. The Lodge shall notify L.F.U.C.G. and all Members not joining the Lodge's membership, of the proportional amount of annual expenses by December 15th of each calendar year. Members choosing to pay their proportional share of the Lodge's collective bargaining expenses must authorize the monthly deduction, on a form authorized by L.F.U.C.G. and the Lodge, prior to L.F.U.C.G. initiating any payroll deductions. Upon receipt of written authorization, L.F.U.C.G. shall deduct from payroll the monthly amount of proportional collective bargaining expenses in the second (2nd) pay period of each calendar month. L.F.U.C.G. shall deliver such amount to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding calendar month following receipt of the Member's written authorization. L.F.U.C.G. shall continue payroll deductions until a Member revokes consent via written notice served upon L.F.U.C.G. and the Lodge.

ARTICLE 7

LODGE BUSINESS

Section 1. The Lodge may select not more than three (3) persons within the bargaining unit and the Lodge President or designee to represent the Lodge in the negotiation of collective bargaining agreements during working hours without loss in compensation. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data, meet with counsel and/or committee members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide fourteen (14) days prior notice to the Chief of Police of the dates and times needed to conduct business relating to collective bargaining negotiations between LFUCG and the Lodge, provided however, LFUCG and the Lodge may mutually agree to waive said notice. The Chief of Police shall be notified by the Lodge in writing of any substitutions or replacements of designated persons no less than forty eight (48) hours before each such change shall take effect. Any active sworn employee of LPD that utilizes this time will do so on a straight time basis and shall properly document such time as “Union Business” and note “Collective Bargaining” in the comment area.

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

Section 3. The Lodge may select no more than a maximum aggregate of four (4) representatives in the same week no matter the number of contracts between the FOP and L.F.U.C.G., who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation with a combined total of hours not to exceed eighty (80). The amount of time spent on such activities shall be reported as "Union Business" and note "Kentucky General Assembly" in the comment area. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representatives substitution/replacement. The President cannot serve as a representative under this section.

Section 4. The President of the Lodge, when an active sworn employee of the Lexington Police Department, shall be authorized leave to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge for a period of five hundred (500) hours with pay each fiscal year (taken in hourly increments). The President may designate any active Member of the Fraternal Order of Police, who is an active sworn employee of LPD, to use President's time for Lodge business (taken in hourly increments). A maximum aggregate of five hundred (500) hours may be utilized as "President's time" no matter the number of contracts between the FOP and L.F.U.C.G. The amount of time spent on such activities shall be reported as "Union Business" and note "President's time" in the comment area. In addition, the President of the Lodge shall be allowed to use accumulated days, annual leave, or holidays. Above referenced leaves, paid or unpaid, must be pre-approved by the Member's immediate supervisor with forty-eight (48) hours being the standard for notification, however it is understood that some time parameters might be shorter on a case-by-case basis. Approval shall not be unreasonably withheld.

Section 5. The Chief shall authorize leave with pay for a maximum aggregate number of seven (7) duly elected delegates, no matter the number of contracts between the FOP and LFUCG, who are active sworn employees of Lexington Police Department, to attend the Kentucky State Lodge Board and annual meetings and the biennial National Conference. The amount of time spent on such activities shall be reported as “Union Business” and note either “Kentucky State Lodge Board” or “National Conference” in the comment area.

Section 6. Elected Board members of the Lodge (that are active sworn employees of LPD) shall be allowed to attend regular and special board and general membership meetings during regular work hours without loss in compensation up to six (6) hours per month, provided that forty-eight (48) hours prior supervisory notice is given. The amount of time spent on such activities shall be reported as “Union Business” and note “Local Board” in the comment area.

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

use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards to distribute Lodge Information. The electronic mail must be authored by the President or Vice President and copies of any material so electronically mailed shall likewise be sent to the BOA Assistant Chief for distribution.

Section 8. No more than four (4) total Lodge representatives may be selected to attend sessions of the Kentucky General Assembly pursuant to Article 7, Section 3 of this Agreement and no more than seven (7) total delegates may be authorized to attend FOP meetings pursuant to Article 7, Section 5 of this Agreement and the comparable provisions in the Agreement between LFUCG and Lodge No. 4 on behalf of Police Officers and Sergeants.

Section 9. Any active sworn employee of LPD that utilizes “Union Business” time under this Article shall document such time as “Union Business” and specify which category of union business time they are using as noted in each section of this Article. Pay to said representatives using “Union Business” time shall be on a straight time basis only.

ARTICLE 8

POLICE DEPARTMENT SENIORITY

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

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

- A. Is discharged for cause.
- B. Is laid off for more than thirty (30) months.

C. Fails to return to work within thirty (30) days without just cause after recall subsequent to a lay-off.

D. Voluntarily resigns, unless at the sole discretion of LFUCG, a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, the Member's seniority shall be deemed continuous, less such time as the Member was not an employee of the Lexington Police Department.

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

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

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

ARTICLE 9

ASSIGNMENTS

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

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

B. A sector Lieutenant Assignment vacancy occurring after the execution of this Agreement shall be posted for a period of not less than ten (10) calendar days in the Department.

Seniority in grade shall be given primary consideration in filling sector Lieutenant positions consistent with past and current practice absent another legitimate managerial reason as determined by the Chief of Police. In case of "ties", ranking on promotional eligibility list will be the determining factor.

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

- A. Lieutenant vacancies will be filled utilizing the following steps:
1. Any Lieutenant vacancy must be communicated by a department-wide email at least ten (10) days before the application deadline specifying the specific vacant position.
 2. Applicants must submit memoranda of interest which shall be received in the office as listed in the vacancy notice no later than the expiration of the ten (10) day time period.
 3. All eligible applicants shall be interviewed.
 4. Interviews shall be structured utilizing the same interviewers and position related questions. Follow-up questions may be permitted.
 5. The Bureau Assistant Chief will consider the applicant's attendance record, discipline imposed within five (5) years of the date of the position announcement, performance appraisals, specialized training, education, seniority, how well the applicant responded in the interview, and the operational needs of the Department.
 6. The Bureau Assistant Chief shall select the person to fill the vacancy.

7. The Chief may temporarily assign a Member to any lieutenant assignment for a period of no longer than sixty (60) calendar days.
8. The Chief may assign a Member to any temporary specialized assignment. Temporary, specialized assignment is defined as having a beginning and ending date, not to exceed twelve (12) months and for which there is no existing permanent, full time and authorized position.
9. If approved extended leave for a Member is greater than sixty (60) days, then that Member's position, at the discretion of the Chief of Police, may be temporarily filled for the duration of the approved extended leave period.
10. In any department section with two (2) or more Lieutenants, the Bureau Assistant Chief may transfer a Lieutenant within that section in order to fill a vacancy. In such an instance, none of the above requirements would apply.

B. The Department shall notify all Members of an opening in the following highly sensitive positions: Public Information Officer; Public Integrity Unit, Planning and Analysis, Computer Information Services Unit, Administrative Assistants to the Chief and Assistant Chiefs, Federal and/or State Task Force, Internet Crimes Against Children Detective, and Intelligence section assignments, and any other highly sensitive positions as designated by the Chief of Police. A Member may notify the Department of their interest by submitting a memorandum to the Chief or their designee. The Chief reserves the right to appoint highly sensitive positions.

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

Section 3. Lieutenant transfers.

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

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

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

In the event that any position eliminated as a result of a reorganization is reconstituted, any Member who held the position who was subjected to an involuntary transfer shall have the

right to be reinstated to the position before the position opening is filled for a period of eighteen (18) months from the date that the position was eliminated. Members shall otherwise be offered the position based upon Seniority defined in Article 8.

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

ARTICLE 10

PROMOTIONAL VACANCIES

Section 1. A vacancy shall be deemed to exist when a position in the Department is vacant due to demotion, termination, death, resignation, retirement, promotion or creation of a new position. If it is determined that a position will not be filled, LFUCG shall provide written notice to the Lodge before a vacancy occurs. The vacancy will be filled within sixty (60) days of the Chiefs notice of intent to fill the vacancy.

Section 2. The process for promotion to Lieutenant is addressed in the Officers and Sergeants Collective Bargaining Agreement.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. Any controversy between LFUCG and the Lodge concerning the meaning and application of any provisions of this Agreement shall be adjusted in the manner set out below. All

disciplinary actions shall be processed pursuant to applicable state law and Article 15, and shall not be subject to grievance procedure. Only the Lodge may file a grievance pursuant to the steps set forth in this Article, but all grievances must be signed by an affected Member who believes they have suffered as a result of a violation of the terms of this Agreement. A grievance is presented when it is delivered in writing to the individual designated in the applicable step by a designated Lodge representative. Submission of an incomplete, unsigned document does not constitute adequate notification that a grievance is filed. All Lodge Grievances filed under this Article satisfied by mutual agreement or otherwise shall be reduced to writing.

Section 2. At any Step, the L.F.U.C.G. response may be made by a designee who shall be a person specified in the Steps below. All time limits specified herein shall be calendar days. L.F.U.C.G. and the Lodge may mutually agree, in writing, to extend any time limits listed below. The phrase "grieved event" means the time when the affected Member knew or should have known about the circumstances giving rise to the grievance. The following rules for the presentation and solution of grievances are prescribed:

Step 1 - Affected Member's Immediate Supervisor: Within fourteen (14) days of the grieved event, the grievance shall be presented in writing by email to the affected Member's immediate supervisor. The immediate supervisor shall have fourteen (14) days from service to answer the grievance in writing, via email to the affected Member(s) and the Lodge.

Step 2 - Bureau Assistant Chief: If the Lodge is not satisfied with the answer obtained in Step 1, the grievance may, within fourteen (14) days of the Step 1 answer, be presented in writing by email to the

Bureau Assistant Chief or the designated Commander. The Bureau Assistant Chief or the designated Commander (who may have additional Member/Members of management present), shall meet with the affected Member(s) of the Lodge representative if desired, and discuss the grievance within fourteen (14) days after the date the grievance is presented. The Bureau Assistant Chief shall give a written answer by email to the affected Member(s) and the Lodge within fourteen (14) days following the meeting. All grievances related to disputes affecting Members of more than one (1) Bureau shall be initiated at Step 2 and shall be delivered to the BOA Assistant Chief or their designee. All grievances related to disputes affecting more than one (1) Member in the same Bureau shall be initiated at Step 2 with the affected Member's Bureau Assistant Chief or their designee.

Step 3 - Chief of Police: If the Lodge is not satisfied with the answer obtained in Step 2, it may appeal the grievance in writing by email to the Chief of Police; provided that the appeal is presented within fourteen (14) days after service of the Step 2 answer. Within fourteen (14) days after receipt of the appeal, the Chief of Police, or designee who shall be an Assistant Chief other than the involved Bureau Assistant Chief (who may have additional member/members of management and/or legal counsel present), shall meet and discuss the grievance with the affected Member(s), Lodge Representative,

and legal counsel, if desired, and give the affected Member(s) and the Lodge their answer in writing, via email, within fourteen (14) days after holding such meeting.

Step 4 - Mayor or designee: If the Lodge is not satisfied with the answer obtained in Step 3, it may appeal the grievance in writing by email to the Mayor or designee (who shall be the Director of Human Resources or Senior Manager of Employee Relations) within fourteen (14) days after the receipt by the Lodge of the Step 3 answer. Within fourteen (14) days after receipt of the appeal, the Mayor or their designee (who shall be the Director of Human Resources or Senior manager of Employee Relations and who may have additional Member/Members of management and/or legal counsel present) shall meet and discuss the grievance with the affected Member(s), Lodge Representative, and legal counsel, if desired, and shall answer the grievance in writing, via email, to the affected Member(s) and the Lodge within fourteen (14) days after holding said meeting.

Step 5 - Arbitration:

- A. If the Lodge is not satisfied with the answer obtained in Step 4, it may, within fourteen (14) days after receipt by the aggrieved of the Step 4 answer, seek arbitration by notifying the other party in writing by email of its intent to proceed to advisory arbitration, and requesting a panel of seven (7) arbitrators in the Kentucky region from the Federal Mediation and Conciliation Service (FMCS)

within twenty-one (21) days of the Lodge serving notice of its intention to seek arbitration.

- B. An arbitrator shall be selected by the Lodge and LFUCG by alternately striking a name from the panel submitted by the Federal Mediation and Conciliation Service (FMCS) with the side striking first determined alternately. The parties shall meet for the purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected.
- C. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne by the party incurring the expenses.
- D. The arbitrator's fee and expenses shall be shared equally by each party. The location for the arbitration shall be at a L.F.U.C.G. facility or other mutually agreed upon location.
- E. The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to them and shall confine their decision to a determination of the facts and an interpretation and application of this Agreement.
- F. The decision of the arbitrator shall be advisory.

Section 3. If a grievance is not presented within the time limits set forth in this Article, the grievance shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be considered settled on the basis of LFUCG's last answer. If an answer has not been received on or before the expiration of any time period under Steps 1-4, the Lodge shall serve written and personal notification to the Chief of Police, or their designee, and the individual responsible for responding to that Step after the deadline expires affording LFUCG an additional seventy-two (72) hours to deliver their answer. If LFUCG does not answer a grievance within the specified time limits or any extension thereof, and after the grace period notice, the grievance shall be deemed confessed. The time limits in each Step may be extended by mutual agreement of LFUCG and Lodge representative(s) involved in each Step.

Section 4. Except as otherwise noted, the grievance procedure contained in the Collective Bargaining Agreement is the sole and exclusive means of resolving all grievances arising under this Collective Bargaining Agreement.

ARTICLE 12

DEPARTMENT ORDERS AND STANDARD OPERATING PROCEDURES

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

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

Section 3. A Member shall be bound by any change in Departmental Orders, Policies, Rules, Regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be

verified by signature or electronic acknowledgement which the Member shall be required to give upon receiving the change.

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

ARTICLE 13

CONDITIONS OF EMPLOYMENT

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

Section 2. No Member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or technological replacements thereof, assigned to department vehicles. This Section shall not be construed to prohibit a Member from performing or assisting in the performance of customary and ordinary firefighting duties and responsibilities in emergency situations.

Section 3. LFUCG agrees not to use covert electronic surveillance equipment in the investigation of any Member, with the exception of a formal administrative complaint or a criminal investigation.

Section 4. L.F.U.C.G. may record, store, retain or otherwise save any Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) data gathered from any vehicle, computer, radio, or any other piece of equipment used by Members in accordance with the Kentucky Department of Libraries and Archives retention schedule. L.F.U.C.G. agrees to redact any such data gathered that could identify a Member's home address that L.F.U.C.G. has on file for the Member if/when said data may be released publicly.

Section 5. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix I regarding screening for drugs

ARTICLE 14

HEALTH AND SAFETY

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

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

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

Section 4. No Member shall be required to work in excess of fifteen (15) hours consecutively, provided however; a Member may waive this section. This section shall not apply for Roots and Heritage Festival, New Year's Eve events, Independence Day events, and in exigent circumstances or other similar events as designated by the Chief.

Section 5. The Department will make available on a twenty-four (24) hour basis the following equipment: Personal Protection Equipment (PPE) kit items; OC canisters; taser cartridges; taser batteries, and all necessary equipment and supplies for sanitizing Departmental equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's supervisor. All listed equipment shall be available to Members at Headquarters, twenty-four (24) hours a day, and at the Technical Services Unit during regular business hours. Members who need

to replenish the above listed equipment should do so at Technical Services during normal business hours and utilize the Reports Desk as a resupply point only when Technical Services is not open.

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

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

Section 8. Members may wear approved and properly maintained tactical boots with a duty uniform. All uniform and equipment will be prescribed by General Order. Members may wear approved short or long sleeve duty uniforms at their discretion, subject to subsection (A) below.

A. The Chief of Police may direct or authorize specific uniform and/or equipment mandates based on the existence of special circumstances. Bureau Assistant Chiefs shall have the authority to authorize officers to deviate from uniform and appearance policies for the purpose of special assignments, duties, or during periods of extreme weather.

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

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

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

Section 12. Members will be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical and/or psychological fitness for duty. A Member may elect to have the biennial physical examination

performed by their primary care physician, with a maximum reimbursement to the Member of one hundred dollars (\$100.00). A Member who elects to have their biennial physical examination conducted by a personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by LFUCG.

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

Section 14. In the event that a Member's body camera will be released outside of LFUCG and other law enforcement entities, the Member will be notified via email and the unedited video footage will be made available to the Member. This section shall not supersede LFUCG's compliance with and obligations under the Open Records Act or other applicable law.

ARTICLE 15

DISCIPLINARY PROCEDURES AND BILL OF RIGHTS

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

Section 2. It is agreed that LFUCG has a right to discipline Members only for just cause. Disciplinary sanctions against a Member are limited to termination, demotion, a decrease in pay or grade, suspension without pay, and a written reprimand. As used under Article 15, "misconduct" means any act or omission by a Member that violates criminal law, Lexington Police Department ("LPD") policies and procedures, or the general employment policies of LFUCG.

Section 3. Complaint Procedure:

- A. Any complaint taken from any individual alleging misconduct on the part of any Member shall be taken as follows:
1. If the complaint alleges criminal misconduct by a Member, the allegations shall be investigated without a signed, sworn complaint of the individual.
 2. If the complaint alleges any other type of misconduct not constituting criminal activity, an affidavit, signed and sworn to by the individual, shall be obtained.
 3. If a complaint is required to be obtained and the individual, upon request refuses to make allegations under oath in the form of an affidavit, sign and sworn to, LFUCG may investigate the allegations, but shall bring charges against the Member only if LFUCG can independently substantiate the allegations absent the sworn statement of the individual.
- B. Nothing in this section shall preclude the department from investigating and charging a Member both criminally and administratively.
- C. The complaint procedure as defined in KRS 15.520, KRS 95.450 and this Agreement shall be explained to the complainant by a LPD supervisor or Public Integrity Unit (“PIU”) investigator.
- D. If the complainant elects to file a formal complaint, the complaint shall be taken in the form of an affidavit, signed and sworn to by the complainant. The PIU shall investigate the allegations of misconduct outlined in the formal complaint.
- E. If the complainant declines to file a formal complaint, then an informal complaint or an information only report may be completed. Documented informal complaints received by the LPD shall be investigated and resolved at the Bureau level as outlined below.

1. Upon receipt of the informal complaint, the Member's immediate supervisor, or a LPD supervisor in the officer's assigned Bureau ("investigating supervisor"), shall initiate follow-up contact with the complainant to conduct further inquiry about the complaint and investigate as appropriate.
2. The investigating supervisor may take appropriate remedial measures at the Bureau level on sustained informal complaints which shall be restricted to coaching and counseling, and if appropriate, remedial training to address the complainant's concerns and improve the Member's performance. Coaching and Counseling documents are not discipline, and shall be exempt from the provisions of this Article.
3. After obtaining information reasonably satisfactory to conclude the inquiry or investigation, the investigating supervisor shall notify the complainant about the resolution and, if appropriate, any remedial measures taken. If the complainant is unsatisfied with the resolution and, if appropriate, remedial measures, the complainant should be referred to the PIU where they may file a formal complaint under this Section and KRS 15.520.
4. If after the inquiry or investigation, the investigating supervisor reasonably believes the incident requires further investigation as a formal complaint, and the complainant declines to file a formal complaint, the investigating supervisor or a superior officer shall file a complaint with PIU as provided under this Section and KRS 15.520.

5. Action taken at the Bureau level will be accurately documented via the currently approved informal complaint reporting method. All informal complaints shall be forwarded by the investigating supervisor via the chain of command to the PIU for entry into the Early Indication System (IAPro).

Section 4. Investigation Procedure:

A. The forty-eight (48) hour written notice required by KRS 15.520(5)(c) shall include a copy of the complaint or other written information sufficient to advise the Member of the reason for the interrogation and whether the Member is the subject of the investigation at the time written notice is given. If during the investigation, the Member becomes the subject of an investigation, the investigator has no obligation to stop the interrogation and inform the Member that the Member is now the subject of an investigation.

B. A Member may be required to submit a written report no later than the end of the Member's next tour of duty as specified in KRS 15.520(5)(d).

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

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

E. Unless a collateral criminal investigation related to the allegations in the complaint is pending regarding a Member, or criminal charges are filed against the Member, LFUCG shall

conduct all administrative investigations regarding misconduct within sixty (60) calendar days. The sixty (60) calendar day time shall begin with the date that the complaint affidavit, signed and sworn to, is filed with the PIU and end on the date the investigation is complete.

1. The assigned investigator or designee may request in writing additional extensions up to sixty (60) calendar days per each extension request from the Chief of Police when extenuating circumstances require the investigation to exceed the sixty (60) calendar day limit. The Member shall be timely notified, in writing of the request and whether an extension was granted by the Chief of Police.

F. Where a collateral criminal investigation related to the allegations in the complaint is pending against any suspect or when criminal charges are pending or filed against a Member, LFUCG may hold all administrative investigations about the complaint in temporary abeyance until final disposition of the criminal investigation or charges, whichever occurs later. Upon final disposition of the criminal charges, the preceding time limit under subsection E, including extensions, for administrative investigations shall be followed.

G. When a complaint alleges criminal misconduct by a Member that may be subject to administrative investigation after the disposition of the criminal investigation or charges, the Member shall be provided a written copy of the complaint within seven (7) calendar days of the disposition of a collateral criminal investigation or charges. If the complaint alleges misconduct not constituting criminal activity nor subject to a collateral criminal investigation, the Member shall be provided a written copy of the complaint within twenty-one (21) calendar days from the date the complainant signs the complaint and at least forty-eight (48) hours prior to interviewing the Member.

H. Upon completion of the PIU investigation, the assigned investigator or designee shall prepare a written summary of the investigation findings to the Chief.

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

J. The PIU shall provide a status update of its investigation in a timely manner upon request of the affected Member or their Lodge representative. This update will include an estimated completion date.

K. No threats, promises, or coercions shall be used at any time against any Member while they are a suspect in a criminal or administrative investigation. Suspensions from duty with or without pay, or reassignment to other than an officer's regular duties during the period shall not be deemed coercion. Prior to or within twenty-four (24) hours after suspending the Member pending investigation or disposition of a complaint, the Member shall be advised in writing of the reasons for the suspension.

L. No Member as a condition of continued employment with the LPD shall be compelled to speak or testify or be questioned by any person or body of a nongovernmental

nature. LFUCG and the Lodge mutually agree to recognize the Disciplinary Review Board (“DRB”) comprised, in part, of citizen-members as a governmental body for the purposes of this subsection.

Section 5. Discipline Procedures

A. The assigned PIU investigator shall submit a written summary of the investigation findings to the Chief within seven (7) calendar days after the completion of the investigation.

B. Upon receiving the PIU investigative findings and recommendations, the Chief will review the complaint and will determine one of the following:

1. Proper Conduct: The allegation is true, but the actions of the Member did not constitute misconduct and were consistent with LPD policies and procedures.
2. Improper Conduct: The allegation is true; the actions of the Member constituted misconduct.
3. Insufficient Evidence: There is insufficient evidence to either prove or disprove the allegations.
4. Unfounded Complaint: Either the allegation is demonstrably false or there is no credible evidence to support it.
5. Policy Failure: the incident occurred but was lawful and proper in accordance with LPD policies and procedures; however, a review of such policies and/or additional training is necessary.

C. If the Chief determines that the findings of the PIU investigation conclude there is either Proper Conduct, Insufficient Evidence, Unfounded Complaint, or Policy Failure, the

Chief or their designee, will communicate the conclusions in writing to the complainant and the Member and will advise both parties of their intention to conclude the disciplinary process.

D. If the Chief determines that findings of the PIU investigation support the allegation of Improper Conduct by the Member, the Chief of Police may recommend disciplinary action consistent with applicable law and this agreement. The Chief has the option to either:

1. The Chief, at their sole discretion, may meet with the Member to present recommended disciplinary charge(s) and proposed sanction(s). The Chief shall have thirty (30) days from receipt of the written summary of the investigative findings to schedule a meeting with the Member. The Member shall be advised of the recommended disciplinary charge(s) and proposed sanction(s) in writing. If the Chief meets with the Member and makes a discipline recommendation, the Member shall have forty-eight (48) hours to accept or reject, in writing to the Chief, or their designee, the recommended disciplinary charge(s) and proposed sanction(s); or
2. The Chief at their sole discretion, may choose not to recommend discipline charge(s) and proposed sanction(s) to the Member, or if the Member rejects the Chief's recommended discipline charge(s) and proposed sanction(s), the Chief, or their designee, shall direct the PIU to prepare the complete investigative file and schedule a presentation of the formal complaint investigation to the DRB.

3. This meeting with the Chief and Member shall be considered a discipline settlement conference and not subject to the requirements under Section 7 of this Article "Lodge Representation."

E. If the Member chooses to accept the recommended discipline charge(s) and proposed sanction(s), the PIU shall prepare an Agreement of Conformity summarizing the allegations, discipline charge(s) and sanction(s) and serve a copy on the Member. After the Member has reviewed, accepted, and signed the Agreement of Conformity, the Chief, or their designee, shall forward to the LFUCG Council Clerk to include on the agenda of the LFUCG Urban County Council.

F. If the Member's disciplinary action is referred to the DRB for review and recommendation, the Member shall appear before the DRB as directed, with a Lodge representative if the Member desires. The Lodge representative may act only as an advisor to the Member and shall not participate in the meeting before the Board.

1. Any Member who fails to make an appearance and respond to questions before the DRB may be independently charged with insubordination and subject to additional discipline sanctions, including termination. Any Member who makes false statements before the DRB may be independently charged for dishonesty and subject to additional discipline sanctions, including termination.
2. Prior to the Member appearing before the DRB, the Member or their Lodge representative shall be provided, upon written request, a complete copy of the investigative file in electronic format. The records contained in the

investigative file provided to the Member shall be treated as preliminary personnel records for the confidential use by the Member and their Lodge representative in preparing a response to the allegations. No records shall be published or disclosed for any purpose other than the Member's response to and defense of the allegations of the complaint. At the conclusion of all discipline proceedings, including any right of appeal, the Member shall return to LFUCG or destroy the complete copy of the investigative file.

G. The assigned PIU investigator, or designee, shall present the findings of the PIU investigation, including all relevant information and evidence to the DRB. Following the PIU presentation, the Member shall have the opportunity to present any relevant information and evidence in their defense. DRB members may direct questions to the assigned investigator and/or Member, relevant to the circumstances and subject matter of the complaint.

H. At the conclusion of the Member's presentation, the DRB shall deliberate confidentially without the Member and their Lodge representative present. The DRB shall consider the criteria under Section 5(B) and determine if the allegations of Improper Conduct are supported by the information and evidence presented by PIU and the Member. The DRB's decision shall be made by majority vote. If the DRB determines Improper Conduct, the DRB shall further deliberate confidentially without the Member and their Lodge representative present to make further recommendations regarding an appropriate discipline sanction(s). Upon the DRB members reaching a majority vote for the recommended discipline sanction(s), the Member and their Lodge Representative shall appear before the DRB and be informed of the recommendation.

I. If the DRB votes to make a recommendation of discipline charge(s) and proposed sanction(s), the recommended discipline charge(s) and proposed sanction(s) shall be reduced to

writing and served on the Member at the conclusion of the meeting. The DRB's recommendation(s) will be forwarded to the Chief for further action.

J. The Chief shall accept, reject, or alter the DRB's disciplinary action recommendations within thirty (30) days of the conclusion of the DRB meeting. The Chief may, at their sole discretion, meet with the Member again before making their recommendation in writing to the Member. The Member shall be given at least forty-eight (48) hours to advise the Chief or designee, in writing whether they accept or reject the Chief's recommended disciplinary charge(s) and proposed sanction(s). This meeting with the Chief and Member shall be considered a discipline settlement conference and not subject to the requirements under Section 7 of this Article "Lodge Representation".

K. If the Member rejects the recommended discipline charge(s) and proposed sanction(s) from the Chief, or their designee, the Chief shall forward the recommended disciplinary charge(s) and final proposed sanction(s) to the LFUCG Department of Law, who upon receipt, shall prepare charges to be filed with the LFUCG Council Clerk within sixty (60) days. Upon filing charges with the LFUCG Council Clerk, LFUCG shall comply with all requirements, under KRS 15.520, KRS 95.450, and this Agreement, unless waived or otherwise mutually agreed in writing, including the scheduling of the hearing.

L. For the purposes of any time limits outlined in KRS 15.520, any discipline charge(s) and recommended sanction(s) are considered issued upon service to Member.

M. When a hearing is to be conducted by the L.F.U.C.G. Urban County Council, L.F.U.C.G. and LPD shall make available to testify at the hearing any L.F.U.C.G. employees

who have information related to the misconduct addressed in the investigation when requested by the Member or their Lodge representative.

N. When requested by the Member, prior to a hearing, conducted by the L.F.U.C.G. Urban County Council, the L.F.U.C.G. Council Clerk shall issue subpoenas requiring the attendance of witnesses and the production by them of books, papers, records, and other documentary evidence.

O. At the conclusion of discipline procedures resulting in the complaint being determined to be Improper Conduct, the Chief or their designee will notify the complainant in writing about the investigation's final disposition.

Section 6. Disciplinary Review Board

A. The Disciplinary Review Board ("DRB") shall consider the following founded complaints made against Members:

1. Discipline referrals where the Chief declined to recommend charge(s) and proposed sanction(s); or
2. Where a Member has rejected the Chief's recommended discipline charge(s) and proposed sanction(s).

B. LFUCG agrees to consult with the Member on the date and time for any DRB proceedings described under Article 15. LFUCG agrees to schedule these proceedings, without haste, but in good-faith recognition of calendar conflicts and other reasonable delays.

C. The DRB shall consist of nine (9) members. Five (5) members shall be either Assistant Chiefs or Commanders who are not in the chain of command of the accused Member.

Two (2) members shall be supervisors covered by this Agreement appointed by the Lodge President for a two (2) year term. The Lodge President may appoint an alternate to serve in said capacity. Two (2) members shall be Fayette County residents appointed by the Mayor and approved by the LFUCG Urban County Council (“Citizen-member”). The Mayor shall also appoint an alternate Citizen-member to serve in said capacity. The minimum criteria for service as a Citizen-member shall be:

1. All Citizen-members must reside in Fayette County as of the date of approval by the LFUCG Urban County Council and maintain Fayette County residency during all periods of their term.
2. All Citizen-members must be 21 years old or older.
3. All Citizen-members shall not have any:
 - a. Felony convictions; or
 - b. Misdemeanor convictions within the last five (5) years.

D. The Chairperson for the DRB shall be appointed by the Chief. A representative of the LFUCG Department of Law shall serve as a liaison to the DRB in a non-voting capacity. Any person filing a complaint or responsible for investigating the allegations against the Member shall not be a DRB member.

E. The DRB proceedings and its members shall adhere to federal, state, and local laws regarding the confidentiality of personnel matters for public employees.

Section 7. Lodge Representation

A. A Member shall have the right to have a Lodge Representative present when all of the following conditions exist:

1. A Member is questioned by a supervisor in connection with an investigation about an incident or complaint; and,
2. A Member reasonably believes that the incident or complaint under investigation may result in discipline of the Member, or if the Member has been served with recommended discipline charges; and,
3. A Member requests representation.

B. The Member's right to Lodge representation shall include a supervisor's requests for a written statement in connection with an investigation of an incident or complaint and the Member reasonably believes that the incident or complaint under investigation may result in discipline of the Member.

C. The Lodge agrees to have a Lodge representative available for all shifts, twenty-four (24) hours a day to provide representation to Members without unreasonable delay. The Lodge shall provide a list to the Chief, or designee, a week prior to each quarterly RDO switch of Lodge representatives available during each shift.

D. LFUCG does not need to delay an interview or written statement so a Member can have their preferred Lodge representative, as long as a qualified Lodge representative is available and present.

E. For all purposes under Article 15, "Lodge Representative" shall mean a designated Member of the Lodge or FOP attorney representing the Member as appropriate.

ARTICLE 16

PERSONNEL FILES

Section 1. Personnel files and any other Member files and records are the sole responsibility and property of the LFUCG. This Article is subject to all applicable State and Federal laws.

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

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

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

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

C. Chief and/or designee.

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

E. Member of the Department of Law.

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

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

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

Section 6. Supervisors may maintain one file on each Member under their direct supervision (“Supervisors’ file). The Supervisors’ file shall contain only those records reasonably necessary to reference a Member’s prior work performance when preparing future evaluations and, if appropriate, recommend additional training.

Section 7. If a formal complaint is not filed during the disciplinary process, then an informal complaint or an information only report may be completed. Documented informal complaints received by the Department shall be investigated and resolved at the Bureau level. Action taken at the Bureau level should be accurately documented and forwarded to the Public Integrity Unit to be stored in IA/Pro. Coaching and counseling documents, if completed, shall be forwarded to the Personnel Records Unit to be stored in the Member’s electronic personnel file. Bureau level action on sustained informal complaints shall be restricted to counseling and remedial training. All coaching and counseling documents shall only be retained in the Member’s personnel file for one (1) year from the date of the incident.

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

ARTICLE 17

RESIDENCY

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

ARTICLE 18

MILITARY LEAVES

Section 1. Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other

rights or benefits to which they are entitled, while in the performance of duty or training in the services of this state or of the United States under component orders as specified in this Section. In any one (I) federal fiscal year, a Member, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over the next year. Any unused military leave shall expire two (2) years after it has accrued.

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

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

ARTICLE 19

LEGAL PROTECTION

Section 1. LFUCG shall provide for the defense of a Member in any action in tort arising out of an act or omission occurring within the scope of their employment. A Member shall be represented by the Department of Law, private counsel employed through the Department of Law, or represented by separate private counsel at their own expense, with the prior written approval of the Department of Law, when a claim is made against them as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of their official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises

from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

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

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

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

- A. the Member acted or failed to act because of fraud, malice, or corruption; or
- B. the action was outside the actual or apparent scope of their employment; or
- C. the Member was willfully negligent or malicious; or
- D. the Member willfully failed or refused to assist the defense of the cause of action, including the failure to give notice to LFUCG pursuant to Section 4 of this Article; or
- E. the Member compromised or settled the claim without the approval of LFUCG; or

F. The Member obtained private counsel without the consent of the Department of Law, in which case, LFUCG may also refuse to pay any legal fees incurred by the Member.

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

ARTICLE 20

COURT PAY

In the event that a lieutenant is required to appear to testify in Court outside of their regularly scheduled work hours, the lieutenant shall be paid a minimum of two (2) hours compensatory time or compensatory time for all time spent for such appearance if more than two (2) hours. Any time worked above two (2) hours should be compensated at a rate of 1 ½ the total hours worked.

ARTICLE 21

ACTING PAY

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

ARTICLE 22

HOURS OF WORK/COMPENSATORY TIME

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

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

B. Compensatory time off will be granted by a Member's immediate supervisor within twenty-four (24) hours of the Member's request unless the requested time off would unduly disrupt the operations of the Department. Compensation for compensatory time off will be based upon the Member's regular rate of pay in effect when the compensatory time off is actually taken. Mere inconvenience to the Department shall not constitute a sufficient basis for denial of a Member's request for compensatory time off.

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

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

Section 2. Members are scheduled in advance to work a forty (40) hour schedule. Unit Supervisors will submit any change to the quarterly RDO schedule to their Bureau/Assistant Chief. The Department will modify schedules as far in advance as possible to accommodate special events. The Department will only modify schedules within a scheduled workweek in order to respond to disasters, emergencies declared by the Chief, or to achieve specific law enforcement

objectives. Nothing herein shall preclude the Department from granting a Member's request for a schedule change.

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

Section 4. Regardless of the number of hours worked in a given week, Members shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for any hours worked which will be reimbursed to L.F.U.C.G. by grants or grant funding, or at third-party reimbursed "special events", billed by the department and paid for by entities outside of L.F.U.C.G. Examples of "special events" include but are not limited to parades, Festivals, UK football detail, etc. that are paid for by third party reimbursements to L.F.U.C.G. There will be no pyramiding of time; a Member will be paid the same hours only once.

ARTICLE 23

PAID AND UNPAID LEAVES

Section 1. Annual Vacation/Holidays.

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

(i) **Vacation**

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

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

- New Years Day
- Martin Luther King Jr.'s Birthday
- President's Day
- National Law Enforcement Officer Memorial Day
- Memorial Day
- Juneteenth Independence Day
- Independence Day
- Labor Day
- Veterans Day
- Christmas Eve Day
- Christmas Day
- Thanksgiving (Thursday and Friday)

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

B. Approved leave cannot be canceled unless an emergency is declared by the Chief. Leave shall be approved based upon seniority in grade. In cases of "ties", the determining factor will be seniority based on the promotional eligibility list rank in accordance with Article 8. A Member may submit annual vacation/holiday requests at any time during the three hundred sixty-five (365) days beginning with the date of request. The Member's vacation/holiday request shall be granted/denied within seven (7) days. If the supervisor fails to respond to the request with seven (7) days, the request shall be deemed granted. A supervisor shall not deny said request if adequate personnel are scheduled to work the requested time frame at the time the vacation request is made. Approved leave cannot be cancelled unless an emergency is declared by the Chief.

C. Leave requests that fall between the Saturday before Thanksgiving and the Sunday after Thanksgiving and December 17 through January 7 must be submitted to the Member's supervisor prior to September 15. The leave requests will be granted/denied prior to October 15. Leave requests during the NCAA Men's Basketball Tournament, beginning with the Sweet 16 games through the Final Championship game, must be submitted by February 15 and will be granted/denied prior to March 1. Leave requests that fall between June 30 and July 7 must be submitted by May 1 and will be granted/denied prior to June 1. The leave shall be granted based upon seniority in grade. In cases of "ties", the determining factor will be seniority based on the promotional eligibility list rank in accordance with Article 8. Any requests for leave during this time period made after the stated deadline shall not be denied if adequate personnel are scheduled to work on the requested day after timely requests are processed.

D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holidays cannot exceed four hundred (400) hours and any vacation/holiday in excess of this amount must be taken by the first pay period in January of any

calendar year. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday not to exceed four hundred seventy-six (476) hours. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

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

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

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

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

ARTICLE 24

SICK LEAVE

Section 1. Sick leave with pay shall be granted to a Member when they are unable to perform their duties because of their sickness or injury or that of an immediate family member. The immediate family of the Member for purpose of this section shall include parents, spouse, children,

and domestic partners (as defined by LFUCG Policy). Sick leave may be taken in thirty (30) minute minimum increments.

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

Section 3. Medical Statement

A. A Member who is absent from work for three (3) or more consecutive work days, or where the Bureau/Assistant Chief has reasonable suspicion to believe an abuse of sick leave may be occurring, may be required to provide a medical statement from the treating medical provider substantiating their need for leave. Sick Leave is granted by LFUCG in order to prevent undue hardship to the Member. It is not to be considered as or used as personal time or vacation time. Sick leave may be used only for the purposes stated in this Article. Any falsification of sick leave records shall be sufficient cause for discipline. Application by a Member for sick leave through fraud or dishonesty will result in a denial of such leave together with disciplinary action.

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

Section 4. Annual Payment

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

Section 5. Maternity and Paternity Leave

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

Section 6. Donation of Sick Leave

A Member may donate sick time under the current LFUCG sick leave bank program herein incorporated as Appendix 4.

ARTICLE 25

BEREAVEMENT LEAVE

Section 1. A Member will be able to use up to three (3) days of Bereavement Leave time for a death for the following listed immediate family members. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, or vacation time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step Children, Foster Children, Siblings, Stepsiblings, Half-siblings, Brother-in-law, Sister-in-Law, Grandparents, Spouse's Grandparents, Grandchildren, and Great-Grandparents.

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

ARTICLE 26

LEAVE OF ABSENCE WITHOUT PAY

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

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

Never will a leave of absence be authorized to permit a Member to engage in gainful employment other than mandatory military service. When the need to be absent is known, the Member will be expected to advise the Chief of Police in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The Member shall be returned to the same, or equal employment, unless circumstances of the Police Department have so changed as to make it impossible or unreasonable to do so. Leave of absence

shall be without pay and benefit accrual. A condition precedent to a request for a leave of absence requires a Member to have exhausted all vacation, holiday, and approved sick leave benefits.

ARTICLE 27

MODIFIED DUTY

Section 1. Any Member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs.

Section 2. It is the responsibility of a Member to advise the Office of the Chief of Police through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a competent medical authority determines that a Member can perform substitute work (modified duty), the Member must work in a modified duty capacity unless they are in an F.M.L.A. status.

Section 3. If the Member is medically required to be absent from their job duties and cannot perform substitute work (modified duty) as a result of a service-connected injury or illness, the Member must complete a Disability Leave Request Form and submit it to the Office of the Chief through the chain of command for submission to the Director of Human Resources as soon as practical after a medical determination is made by a competent medical provider that the Member is unable to perform their job duties or perform substitute work. The completed Disability Leave Request form must include a written statement from a competent medical authority as to the Member's specific diagnosis, Member's inability to perform their job duties, treatment plan, and current work activity status.

Section 4. An injured or ill Member will initially be placed on accumulated sick leave, or if sick leave is not available, on vacation or holiday leave for all absences from scheduled work time. Upon an investigation and authentication by the Worker's Compensation Administrator or carrier

that the Member's injury or illness is the result of a service-connected incident, all sick, vacation, or holiday leave hours that have been used as a result of the injury or illness will be reinstated. Upon documentation from a medical authority stating that they are unable to perform work in any capacity past the date for which the disability leave status has been granted, the Member may file a request for an extension of disability leave. Disability leave status can only be granted for a period of up to twelve (12) months or the equivalent of 2080 work hours for each injury or illness except as provided in Article 27, Section 11.

Section 5. If, during a disability leave, a competent medical authority determines that the Member can perform substitute work (modified duty), they must work in a modified duty capacity unless the Member is using qualified FMLA leave. Any return to work will be based on a written statement from a competent medical authority as to their work limitations, and the Member must submit the statement to their immediate supervisor for appropriate job assignment.

Section 6. A Member can remain in a modified duty status for a period of no more than twelve (12) months or the equivalent of 2080 work hours, except as provided under Article 27, Section 11, for each injury or illness, and must submit a written statement from a competent medical authority regarding their work activity status during each thirty (30) day period. If the Member is on either modified duty status or disability leave status, they must submit a doctor's written statement releasing them to full work activities before the Member can return to regular duties.

Section 7. When the Member has been granted disability leave status, they must refund to LFUCG the amount equal to any Worker's Compensation wage payments made to them as a result of the injury or illness in order to be eligible for disability leave status. Any time over one hundred eighty (180) days that is spent on disability leave status will not count toward the Member's vacation accrual rate nor will they accumulate sick leave or vacation leave during such absence

from duty. When an official LFUCG holiday occurs, the Member will receive holiday pay but not disability leave pay for that day.

Section 8. If a competent medical authority determines that the Member has a permanent disability, the Member shall apply, if eligible, to the Police and Fire Pension Fund for disability retirement benefits or alternative LFUCG employment. Failure to apply for disability retirement benefits or alternative employment within the time frames under Article 27, Sections 10 & 11, will terminate the Member's disability leave status short of the twelve (12) months and the Member may resign or their employment will be terminated subject to the terms under Article 27, Sections 10 & 11.

Section 9. All substitute modified duty assignments as a result of a work related injury or illness will be made within the Police Department, and must conform to the work limitations, modifications, and restrictions indicated on the written statement from a competent medical authority.

Section 10. The Chief of Police has the sole discretion to approve or not approve modified duty for the Member as a result of a non-work-related illness or injury. The Chief's decision shall be based on the written statement from a competent medical authority regarding the Member's specific diagnosis, and work limitations, modifications, and restrictions and the Department's specific needs, such as workload, or availability of modified duty work. The Member cannot be granted modified duty for a non-work-related illness or injury for more than twelve (12) months or the equivalent of 2080 work hours.

Section 11. The total time in modified duty and disability leave combined will not exceed twelve (12) months, or the equivalent of 2080 work hours, for the same injury or illness except that extensions may be granted at the discretion of the Chief for an additional twelve (12) months

or the equivalent of 2080 work hours if there is a definitive return to work date provided by the treating physician, or at the discretion of the Chief, to allow the Member to complete the disability retirement process through the Police and Fire Retirement Fund.

ARTICLE 28

DEATH IN THE LINE OF DUTY

In the event that a Member dies as a result of an injury sustained in the line of duty, the LFUCG shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the Member's estate, the sum of two hundred fifty thousand dollars (\$250,000) subject to applicable withholdings, if any. The Member's designated beneficiary, or, in the event there is no designated beneficiary, the Member's estate, shall also receive payment for any of the member's unused vacation, holiday, or sick time at the Member's regular rate of pay at the time of the Member's death. The payment shall be made in a lump sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Worker's Compensation income benefits, and any Social Security benefits which may be due.

ARTICLE 29

HEALTH INSURANCE

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

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

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

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

C. If a Member waives health care coverage by presenting LFUCG proof of alternative medical coverage, the LFUCG contribution to health insurance as provided in subsection A, above, may be used by the Member to purchase other available LFUCG voluntary benefits, except deferred compensation. The Member may elect to either apply the entire remaining amount (the difference between the \$530.74 and the LFUCG contribution to health insurance) toward other

LFUCG voluntary benefits, except deferred compensation, or to take any portion of the entire remaining amount in cash.

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

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

ARTICLE 30

CLOTHING AND EQUIPMENT ALLOWANCES

Section 1.

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

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

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

Section 3. All Members shall be required to have their personal cellular telephone available and operational while on duty. Members shall be required to provide the Police Department with their personal cell telephone number and respond to telephone calls by the Department while on duty. The Department shall treat these numbers as personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

ARTICLE 31

LIFE INSURANCE

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

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

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

ARTICLE 32

TUITION BENEFIT

Section 1. Members shall receive reimbursement for the cost of tuition and books for up to \$5,000 per year effective upon execution of this Agreement. Payment to the Member will be made within twenty-one (21) days of verification of registration and payment for a course. Verification of successful completion of course work at an accredited post-secondary college or university at a grade of "C" or better for undergraduate courses or at a grade of "B" or better for graduate course work and submission of applicable receipts must be received no later than thirty (30) days after the completion of the course or the Member will have to reimburse LFUCG for all costs that were reimbursed. Reimbursement will be made by deductions from the Member's pay unless otherwise arranged. The parties agree that any Any Member who participates by uses of the tuition benefit shall be required to continue employment with LFUCG for eighteen (18) months from the last date of reimbursement unless he repays LFUCG for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

Section 2. Members may be allowed to attend classes utilizing their home fleet vehicle with prior approval by the Chief.

ARTICLE 33

PERSONAL PROPERTY REIMBURSEMENT

A Member shall be reimbursed by LFUCG for personal property damaged or destroyed while on duty or responding to official police action. A Member who receives payment under this

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

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

ARTICLE 34

PHYSICAL FITNESS

Section 1. LFUCG shall administer a physical fitness test in May, 2009, and each year thereafter. A Member may participate in physical fitness testing at their option. The test will include; sit and reach, maximum bench press, one and one-half (1½) mile run, and sit-ups. Any Member who meets or exceeds the 30th percentile listed below under the Cooper Norms (based on the general population by age and gender) with an average score of three (3) of the four (4) exercises shall be paid based on the same list below, on or before June 30 of each fiscal year. Members shall test on all four (4) exercises to receive more than the minimum payment of \$300.00.

If a Member tests on a fourth exercise to qualify for an increased payment that exercise will not be included in the average score. The Cooper Norms are hereto attached as Appendix 2.

30th percentile \$300.00

70th percentile \$500.00

80th percentile \$750.00

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

ARTICLE 35

VEHICLES

Section 1. All Members shall be assigned the use of a home fleet vehicle as one of the benefits of their employment with LFUCG. In addition to the provisions of this Article, Members assigned home fleet vehicles shall be required to comply with all applicable Departmental rules and regulations concerning the operation and maintenance of home fleet vehicles. Failure to comply with the Departmental rules and regulations may result in the suspension of use of the home fleet vehicle, as well as other disciplinary sanctions.

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

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

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

Members residing outside Fayette County may drive their take home fleet vehicle outside of the County to their primary residence as long as the primary residence is within 45 miles of the Fayette County line. Members wishing to utilize this option shall pay a monthly fee based upon the mileage from their primary residence and the Fayette County line at the rate of \$0.25 per mile.

The monthly fee will be the round trip total from the residence to the Fayette County line. The take home fleet vehicle shall not be utilized outside of the County for purposes other than driving to/from work. The Member's mileage log and payment will be submitted no later than the 10th of each month.

Members whose residence is greater than 45 miles away from the Fayette County line or who do not wish to drive their assigned home fleet vehicle to their residence may park their vehicle at any Lexington police facility or at a designated location near the Fayette County line without charge. Any other off-duty use of the assigned home fleet vehicle shall be prohibited except as allowed in Section 4 below.

Section 4. Off-Duty Employment Use within Fayette County

Members may use their assigned home fleet vehicle during off-duty employment by an entity outside of LFUCG within the geographical boundaries of Fayette County by completing and signing an off-duty employment authorization form and after receiving departmental approval. There shall be no fee associated with the off-duty employment usage within Fayette County.

ARTICLE 36

SHIFT SUPPLEMENT

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

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

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

ARTICLE 37

EDUCATION INCENTIVE PAY

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

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

Section 2. Annual incentive pay of \$1,250.00 will be paid to Members for the successful graduation from one of the following programs: Federal Bureau of Investigations National Academy, Northwestern University School of Police Staff and Command, Southern Police Institute Administrative Officers Course, Eastern Kentucky University School of Strategic Leadership and Command or Police Executive Leadership Program, National Criminal Justice Command College and any other program approved by the Chief of Police. While the Member may attend multiple programs, only one is eligible for this incentive pay.

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

ARTICLE 38

REVERSIONARY RIGHTS

Any Member who accepts an appointment and qualifies as Chief of Police, Assistant Chief of Police, Commander or any other rank or grade above the rank of Lieutenant shall be deemed to have received a leave of absence from the bargaining unit for and during service in any of these respective positions. Should any Chief of Police, Assistant Chief of Police, Commander, or any

other rank or grade above the rank of Lieutenant cease to serve in that capacity, the Member shall be restored to the same classification and rank which the Member held prior to the appointment without loss of seniority in grade. Any person not covered by this Agreement when appointed to Chief of Police, Assistant Chief of Police, Commander or any other rank or grade above the rank of Lieutenant shall not be deemed to be part of the bargaining unit and shall not be placed in the bargaining unit when they cease to serve in that position.

ARTICLE 39

SALARY SCHEDULE

Members shall be paid according to the pay schedules included in this Agreement as Appendix 3. The wages and pay schedules in Appendix 3 will be effective with the first full pay period after the L.F.U.C.G. Council ratification of this Agreement. Effective the first full pay period after July 1, 2022, the wage schedule will increase by 3%. Effective the first full pay period after July 1, 2023, the wage schedule will increase by 2%. Effective the first full pay period after July 1, 2024, the wage schedule will increase by 2%.

In addition, Members will move into the next higher step based on their date of promotion. Upon promotion to Lieutenant, a Member will be placed at the starting pay established for Lieutenants in Appendix 3.

ARTICLE 40

MISCELLANEOUS

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

ARTICLE 41

CRITICAL INCIDENTS

- A. When a Member is involved in an incident resulting in death or serious physical injury to another (critical incident), LFUCG shall notify the Lodge President or their designee. The Lodge shall provide LFUCG with appropriate telephone numbers for said notification.
- B. Nothing in this section shall be deemed to give any Member the right to refuse or fail to cooperate in providing critical scene information after a critical incident.
- C. The Lodge and LFUCG agree that applicable post-critical incident investigation protocols of the investigating agency will be followed.
- D. LFUCG may require a Member involved in a critical incident to take a drug and alcohol test pursuant to the procedures established in Appendix 1. LFUCG and the Lodge agree that if LFUCG requires the involved Member to submit to drug or alcohol testing, all constitutional rights and protections under *U.S. v. Garrity* shall be afforded and extended to the Member upon request.
- E. When a Member is to be interviewed by the investigating agency as a result of their involvement in a critical incident, the Member shall be informed of their right to counsel, and be given sufficient time to contact and have counsel present. The Member shall also be informed when counsel is present and/or otherwise available for advice.
- F. Members shall not be required to provide a statement concerning involvement in a critical incident during a criminal investigation with a Public Integrity Unit representative present.

ARTICLE 42

ENTIRE AGREEMENT

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

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

ARTICLE 43

TERM

Section 1. This Agreement shall become effective on the date of ratification by L.F.U.C.G. Council and shall remain in effect up to and including June 30, 2025. Terms of this Agreement, unless otherwise specified, shall be effective upon ratification.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to June 30, 2025 that it desires to terminate, amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

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

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

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

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

Affirmation

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

IN WITNESS WHEREOF, the parties have affixed their signatures as of May 6,
2022.

BLUEGRASS FRATERNAL ORDER
OF POLICE LODGE NO. 4

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
JEREMY RUSSELL, PRESIDENT

BY: 
LINDA GORTON, MAYOR

BY: 
SECRETARY

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APPENDIX 1 - DRUG AND ALCOHOL POLICY

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

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

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

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

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

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

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

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

- II. **CONDITIONS OF EMPLOYMENT:** Adherence and compliance to this policy including but not limited to the rules, regulations, policies and procedures will be a

condition of employment with the LFUCG. Execution of the Alcohol and Drug Free Workplace Policy Consent Form acknowledging receipt of this policy is a required condition of employment.

III. SCOPE:

A. **Alcohol - Scope and Defined**

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

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

B. **Legal Drugs - Scope and Defined**

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

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

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

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

- A. **Accident** — Any occurrence of events which leads to property damage, physical injury, or death.
- B. **Actual Physical Control** — A term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion or operation or utilize vehicles, machinery or equipment.

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

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

In meeting its responsibility to employees, the LFUCG has established and maintains an EAP which informs employees of the dangers of alcohol and drug abuse and offers

assistance to employees seeking help for alcohol or drug abuse, and the personal and emotional problems associated with abuse.

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

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

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

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

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

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

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

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

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

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

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

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

- A. Use, possession, distribution, or sale of alcohol, illegal drugs or drug paraphernalia or the unlawful manufacture, distribution, dispensation, possession or use of controlled substances on government property or within government vehicles.
- B. Being impaired anytime during the work day, as a result of using, alcohol, illegal drugs, misusing a legally prescribed drug, or any chemical substance, is prohibited behavior.
- C. Those "on-call" employees who are called back and impaired are forbidden to respond or report to their work site or job, and shall not accept or respond to any assignment or recall, and shall immediately via telephone report their impairment to their supervisor.
- D. Being impaired at any time while operating a government owned vehicle as a result of using alcohol, an illegal drug, illegal use of a legally prescribed drug, over-the-counter medication, or any chemical substance is prohibited behavior.
- E. Pertaining to Commercial Vehicles or performing safety sensitive functions:
 - 1. Operating or performing any safety sensitive function with a BAC of 0.02% or above, or while impaired at any level by any drug.
 - 2. Moreover, at no time shall an employee report to work displaying the odor of alcoholic beverages on or about their person.
 - 3. Ingesting any alcoholic substance prior to post-critical incident testing after a Critical Incident.
 - 4. Use of any drugs prior to post-critical incident testing after a Critical Incident without medical authorization or under medical treatment.
- F. Storing in a locker, desk, vehicles, or other places on government premises any illegal drug, drug paraphernalia or alcohol which use or possession is unauthorized.
- G. Refusing to provide a blood, urine, saliva or breath sample for testing when required for cause, or for authorized random testing.

- H. Switching or altering any submitted specimen for testing.
- I. Testing positive for drugs or alcohol.
- J. Refusing to complete a laboratory chain of custody form after providing a laboratory specimen for testing.
- K. Failure to report to the employee's immediate supervisor and/or Chief, the use of any legal drug which may adversely alter the employee's behavior, physical or mental ability.
- L. Failure to report to the employee's immediate supervisor and/or Chief, any summons, charges, issuance of citations, or conviction(s) relating to incidents involving alcohol or drugs.

VII. EMPLOYEES' REPORTING RESPONSIBILITIES:

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

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

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

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

The supervisor, in counsel with the Chief and the Director of Human Resources or designee, shall then determine if the employee can safely and effectively perform the assigned job duties while taking the legal drug. If it is determined that the employee cannot perform the job duties safely and effectively, the employee may be required to take a leave of absence, sick time or assigned other duties to be determined by the Chief and the Director of Human Resources or designee.

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

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

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

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

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

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

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

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

A. Drug Tests and Cutoff Levels

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

The **five panel drug test** will test for:

<u>Drug</u>	<u>Screening Limit</u>	<u>Confirmation Limit</u>
Amphetamines	1000 NG/ML	
Amphetamine		500 NG/ML
Methamphetamine		500 NG/ML

Cannabinoids	50 NG/ML	
Carboxy - THC		15 NG/ML
Cocaine -	300 NG/ML	
Benzoyulecgonine		150 NG/ML
Opiates	2000 NG/ML	
Codeine		2000 NG/ML
Morphine		2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML

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

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

B. Testing Safeguards

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

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

1. Detection of an alcoholic substance emitting from the employee's breath;
2. Observation(s) of the employee's speech being unusually slurred, or noticeably different without a proper medical reason being given;
3. Observation(s) of the employee's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation; or
4. Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.

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

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

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

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

1. Employees are in positions of public trust. They perform highly dangerous duties and are members of a highly regulated force. They enforce drug and alcohol laws, are armed, have powers of arrest, and make "life and death" decisions.
2. Employees selected for random testing through the use of the random selection procedures specified within this policy shall be subjected to testing of their blood, breath or urine, for the presence of alcohol and/or drugs within their system.
3. During ANY random testing, if a medical staff member of an approved medical facility detects an employee to be under the influence of alcohol or drugs, the employee may be required to submit to additional blood or breath testing prior to submission of the urine specimen, for the purpose of establishing their BAC.
4. Employees who have reported to any approved medical facility for testing under this policy and are obviously impaired and have a confirmed BAC test result of 0.02% or above, shall be immediately reported by the medical facility to the Director of Human Resources (or designee) and the MRO.
5. Confirmed positive test results and the corresponding documentation will be forwarded by the medical facility to the MRO for review and investigation.

- X. CONFIDENTIALITY:** Information including test results obtained on individuals as part of this drug and alcohol abuse policy shall be treated confidentially and shall be

disclosed only after express written consent is submitted and approved by the LFUCG to those having a legitimate need to know. No tests for medical conditions shall be run on samples provided for drug screening. Any medical condition inadvertently identified by drug screening shall remain confidential and shall not be reported to the LFUCG.

XI. RANDOM SELECTION PROCEDURES:

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

XII. TESTING FACILITIES:

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

XIII. SEARCHES:

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

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

APPENDIX 2 – COOPER NORMS

AEROBIC POWER TESTS MALE

AGE 20-29				AGE 30-39				
Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂/ KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂/ KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	
99	>30:20	>58.79	>1.94	<6:29	>29:00	>58.86	>1.89	<7:11
95	27:00	53.97	1.81	8:13	26:00	52.53	1.77	8:44
90	25:11	51.35	1.74	9:09	24:30	50.36	1.71	9:30
85	24:00	49.64	1.69	9:45	23:00	48.20	1.65	10:16
80	23:00	48.20	1.65	10:16	22:00	46.75	1.61	10:47
75	22:10	46.99	1.62	10:42	21:00	45.31	1.57	11:18
70	22:00	46.75	1.61	10:47	20:30	44.59	1.55	11:34
65	21:00	45.31	1.57	11:18	20:00	43.87	1.53	11:49
60	20:15	44.23	1.54	11:47	19:00	42.42	1.49	12:20
55	20:00	43.87	1.53	11:49	18:25	41.58	1.47	12:38
50	19:03	42.49	1.50	12:18	18:00	40.98	1.45	12:51
45	19:00	42.42	1.49	12:20	17:00	39.53	1.41	13:22
40	18:00	40.98	1.45	12:51	16:32	38.86	1.39	13:36
35	17:30	40.26	1.43	13:06	16:00	38.09	1.37	13:53
30	17:00	39.53	1.41	13:22	15:30	37.37	1.35	14:08
25	16:00	38.09	1.37	13:53	15:00	36.65	1.33	14:24
20	15:20	37.13	1.34	14:13	14:06	35.35	1.29	14:52
15	15:00	36.65	1.33	14:24	13:10	34.00	1.25	15:20
10	13:30	34.48	1.27	15:10	12:09	32.53	1.21	15:52
5	11:30	31.57	1.19	16:12	11:00	30.87	1.17	16:27
1	<8:23	<27.09	<1.06	>17:48	<8:00	<26.54	<1.13	>18:00
N	1675				7094			

AEROBIC POWER TESTS
MALE

	AGE 40-49				AGE 50-59				
	Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	
X									
99	>28:00	>55.42	>1.85	<7:42	>26:00	>52.53	>1.77	<8:44	S
95	24:30	50.36	1.71	9:30	22:15	47.11	1.62	10:40	
90	23:00	48.20	1.55	10:16	21:00	45.31	1.57	11:18	
85	21:00	45.31	1.57	11:18	19:00	42.42	1.49	12:20	E
80	20:10	44.11	1.54	11:44	18:00	40.98	1.45	12:51	
75	20:00	43.89	1.53	11:49	17:00	39.53	1.41	13:22	
70	18:32	41.75	1.47	12:34	16:15	38.45	1.38	13:45	G
65	18:00	40.98	1.45	12:51	15:40	37.61	1.35	14:03	
60	17:15	39.89	1.42	13:14	15:00	36.65	1.33	14:24	
55	17:00	39.53	1.41	13:22	14:30	36.10	1.31	14:40	
50	16:00	38.09	1.37	13:53	14:00	35.20	1.29	14:55	F
45	15:30	37.37	1.35	14:08	13:15	34.12	1.26	15:78	
40	15:00	36.65	1.33	14:29	13:00	33.76	1.25	15:26	
35	14:15	35.56	1.30	14:47	12:07	32.48	1.22	15:53	
30	13:57	35.13	1.29	14:56	12:00	32.31	1.21	15:57	P
25	13:00	33.76	1.25	15:26	11:08	31.06	1.17	16:23	
20	12:30	33.04	1.23	15:41	10:30	30.15	1.15	16:43	
15	12:00	32.31	1.21	15:57	10:00	29.43	1.13	16:58	
10	10:59	30.85	1.17	16:28	9:00	27.98	1.09	17:29	vi
5	9:13	28.29	1.10	17:23	7:00	25.09	1.01	18:31	
1	<5:21	<24.15	<.98	>18:51	<4:54	<22.06	<.92	>19:36	
N	6837				3808				

AEROBIC POWER TESTS

FEMALE

AGE 20-29				AGE 30-39				
Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	Balke Tread- mill (Time)	Max VO ₂ (mL _O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	
X								
99	>26:21	>53.03	>1.78	<8:33	>23:22	>48.73	>1.66	<10:05
95	22:00	46.75	1.61	10:47	20:00	43.87	1.53	11:49
90	20:12	44.15	1.54	11:43	18:00	40.98	1.45	12:51
85	19:00	42.42	1.49	12:20	17:30	40.26	1.43	13:06
80	18:00	40.98	1.45	12:57	16:20	38.57	1.38	13:43
75	17:00	39.53	1.41	13:22	15:30	37.37	1.35	14:08
70	16:00	38.09	1.37	13:53	15:00	36.65	1.33	14:24
65	15:30	37.37	1.35	14:08	14:10	35.44	1.29	14:50
60	15:00	36.65	1.33	14:24	13:35	34.60	1.27	15:08
55	14:39	36.14	1.31	14:35	13:10	33.85	1.26	15:20
50	14:00	35.20	1.29	14:55	13:00	33.76	1.25	15:26
45	13:30	34.48	1.27	15:10	12:10	32.41	1.22	15:47
40	13:00	33.76	1.25	15:26	12:00	32.31	1.21	15:57
35	12:17	32.72	1.22	15:48	11:09	31.09	1.17	16:23
30	12:00	32.31	1.21	15:57	10:45	30.51	1.16	16:35
25	11:03	30.94	1.17	16:26	10:00	29.93	1.13	16:58
20	10:50	30.63	1.16	16:33	9:30	28.70	1.11	17:14
15	10:00	29.43	1.13	16:58	9:00	27.98	1.09	17:29
10	9:17	28.39	1.10	17:21	8:00	26.54	1.05	18:00
5	7:33	25.89	1.03	18:14	7:00	25.09	1.01	18:31
1	<5:15	<22.57	<.94	>19:25	<5:12	<22.49	<.93	>19:27
N	764				2049			

AEROBIC POWER TESTS
FEMALE

AGE 40-49				AGE 50-59				
Balke Tread- mill (Time)	Max VO ₂ (mL O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	Balke Tread- mill (Time)	Max VO ₂ (mL O ₂ / KG/ Min.)	12 Min. Run Dis- tance (Miles)	1.5 Mile Run (Time)	
99	>22:00	>46.75	>1.61	<10:47	>18:44	>42.04	>1.48	<12:28
95	18:00	40.98	1.45	12:51	15:07	36.81	1.33	14:20
90	17:00	39.53	1.41	13:22	14:00	35.20	1.29	14:55
85	15:35	37.49	1.35	14:06	12:53	33.59	1.24	15:29
80	14:45	36.28	1.32	14:31	12:00	32.31	1.21	15:57
75	13:56	35.11	1.29	14:57	11:43	30.90	1.20	16:05
70	13:00	33.76	1.25	15:76	11:00	30.87	1.17	16:27
65	12:30	33.04	1.23	15:41	10:14	29.76	1.14	15:51
60	12:00	32.31	1.21	15:57	10:00	29.43	1.13	16:58
55	11:30	31.59	1.19	16:12	9:30	28.70	1.11	17:14
50	11:00	30.87	1.17	16:27	9:10	28.22	1.10	17:24
45	10:48	30.58	1.16	16:34	9:00	27.98	1.09	17:29
40	10:01	29.45	1.13	16:58	8:13	26.85	1.06	17:54
35	10:00	29.43	1.12	16:59	7:43	26.13	1.04	18:09
30	9:11	28.25	1.10	17:24	7:16	25.48	1.02	18:23
25	9:00	27.98	1.09	17:29	7:00	25.09	1.01	18:31
20	8:00	26.54	1.05	18:00	6:25	24.25	.98	18:49
15	7:20	25.57	1.02	18:21	6:00	23.55	.97	19:02
10	7:00	25.09	1.01	18:31	5:05	22.33	.93	19:30
5	5:55	23.53	.96	19:05	4:14	21.10	.90	19:57
1	<4:00	<20.76	<.89	>20:04	<2:36	<18.74	<.83	>20:47
N	1630				878	15.		

FLEXIBILITY TEST
SIT AND REACH - INCHES

MALE

%	AGE					
	<20	20-29	30-39	40-49	50-59	
99	>23.4	>23.0	>22.0	>21.3	>20.5	Superior
95	23.4	23.0	22.0	21.3	20.5	
90	22.6	21.8	21.0	20.0	19.0	
85	22.4	21.0	20.0	19.3	18.3	Excellent
80	21.7	20.5	19.5	18.5	17.5	
75	21.4	20.0	19.0	18.0	17.0	
70	20.7	19.5	18.5	17.5	16.5	Good
65	19.8	19.0	18.0	17.0	16.0	
60	19.0	18.5	17.5	16.3	15.5	
55	18.7	18.0	17.0	16.0	15.0	
50	18.0	17.5	16.5	15.3	14.5	Fair
45	17.3	17.0	16.0	15.0	14.0	
40	16.5	16.5	15.5	14.3	13.3	
35	16.0	16.0	15.0	14.0	12.5	
30	15.5	15.5	14.5	13.3	12.0	Poor
25	14.1	15.0	13.8	12.5	11.2	
20	13.2	14.4	13.0	12.0	10.5	
15	11.9	13.5	12.0	11.0	9.7	
10	10.5	12.3	11.0	10.0	8.5	Very Poor
5	9.4	10.5	9.3	8.3	7.0	
1	<9.4	<10.5	<9.3	<8.3	<7.0	

FLEXIBILITY TEST

SIT AND REACH - INCHES

FEMALE

%	AGE					
	<20	20-29	30-39	40-49	50-59	
99	>24.3	>24.0	>24.0	>22.8	>23.0	Superior
95	24.3	24.0	24.0	22.8	23.0	
90	24.3	23.8	22.5	21.5	21.5	Excellent
85	22.5	23.0	22.0	21.3	21.0	
80	22.5	22.5	21.5	20.5	20.3	Good
75	22.3	22.0	21.0	20.0	20.0	
70	22.0	21.5	20.5	19.8	19.3	
65	21.8	21.0	20.3	19.1	19.0	
60	21.5	20.5	20.0	19.0	18.5	
55	21.3	20.3	19.5	18.5	18.0	Fair
50	21.0	20.0	19.0	18.0	17.9	
45	20.5	19.5	18.5	18.0	17.0	
40	20.5	19.3	18.3	17.3	16.8	Poor
35	20.0	19.0	17.8	17.0	16.0	
30	19.5	18.3	17.3	16.5	15.5	
25	19.0	17.8	16.8	16.0	15.3	
20	18.5	17.0	16.5	15.0	14.8	
15	17.8	16.4	15.5	14.0	14.0	Very Poor
10	14.5	15.4	14.4	13.0	13.0	
5	14.5	14.1	12.0	10.5	12.3	
1	<14.5	<14.1	<12.0	<10.5	<12.3	

MUSCULAR ENDURANCE
1 MINUTE SIT UP - NUMBER

MALE

%	AGE					
	< 20	20-29	30-39	40-49	50-59	
99	>61.7	>55.0	>51.0	>47.0	>43.0	Superior
95	61.7	55.0	51.0	47.0	43.0	
90	55.0	51.7	48.0	43.0	39.0	Excellent
85	53.0	49.0	45.0	40.0	36.0	
80	50.6	47.0	43.0	39.0	35.0	
75	50.0	45.8	42.0	37.0	33.0	
70	48.0	45.0	41.0	36.0	31.0	Good
65	47.6	44.0	40.0	35.0	30.0	
60	47.0	42.0	39.0	34.0	28.0	
55	46.0	41.0	37.0	32.0	27.0	
50	44.5	40.0	36.0	31.0	26.0	Fair
45	42.0	39.0	35.0	30.0	25.0	
40	41.0	38.0	35.0	29.0	24.0	
35	39.4	37.0	33.0	28.0	22.0	
30	38.0	36.0	32.0	27.0	21.0	Poor
25	37.0	35.0	31.0	26.0	20.0	
20	36.0	33.0	30.0	24.0	19.0	
15	34.1	32.0	28.0	22.0	17.0	
10	33.1	30.0	26.0	20.0	15.0	Very Poor
5	26.8	27.0	23.0	17.0	12.0	
1	<26.8	<27.0	<23.0	<17.0	<12.0	

MUSCULAR ENDURANCE
1 MINUTE SIT UP - NUMBER

FEMALE

%	AGE					
	< 20	20-29	30-39	40-49	50-59	
99	> 54.8	> 51.0	> 42.0	> 37.5	> 30.1	Superior
95	54.8	51.0	42.0	37.5	30.1	
90	54.8	48.5	40.0	34.0	29.0	
85	48.8	45.3	37.5	32.0	26.3	Excellent
80	45.6	44.0	35.0	29.0	24.0	
75	40.0	42.0	33.0	28.0	22.0	
70	37.6	41.0	32.0	27.0	22.0	Good
65	37.0	39.3	30.0	25.0	21.0	
60	36.2	38.0	29.0	24.0	20.0	
55	34.8	37.0	28.0	23.0	18.9	
50	34.0	34.5	27.0	22.0	17.0	Fair
45	34.0	34.0	26.0	21.0	16.0	
40	31.6	32.0	25.0	20.0	14.0	
35	29.6	31.0	24.0	19.0	12.0	
30	29.0	29.5	22.0	17.0	12.0	Poor
25	29.0	28.0	21.0	15.5	11.0	
20	29.2	27.0	20.0	14.0	10.0	
15	26.8	24.0	18.0	12.5	7.0	
10	25.2	22.5	15.0	10.0	5.8	Very Poor
5	25.2	18.3	11.0	6.5	5.0	
1	< 25.2	< 18.3	< 11.0	< 6.5	< 5.0	

1 REPETITION MAXIMUM BENCH PRESS

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

MALE
AGE

%	< 20	20-29	30-39	40-49	50-59	
99	>1.76	>1.63	>1.35	>1.20	>1.05	Superior
95	1.76	1.63	1.35	1.20	1.05	
90	1.46	1.48	1.24	1.10	.97	Excellent
85	1.38	1.37	1.17	1.04	.93	
80	1.34	1.32	1.12	1.00	.90	
75	1.29	1.26	1.08	.96	.87	
70	1.24	1.22	1.04	.93	.84	Good
65	1.23	1.18	1.01	.90	.81	
60	1.19	1.14	.98	.88	.79	
55	1.16	1.10	.96	.86	.77	
50	1.13	1.06	.93	.84	.75	Fair
45	1.10	1.03	.90	.82	.73	
40	1.06	.99	.88	.80	.71	
35	1.01	.96	.86	.78	.70	
30	.96	.93	.83	.76	.68	Poor
25	.93	.90	.81	.74	.66	
20	.89	.88	.78	.72	.63	
15	.86	.84	.75	.69	.60	
10	.81	.80	.71	.650	.57	Very Poor
5	.76	.72	.65	.590	.53	
1	<.76	<.72	<.65	<.590	<.53	

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

FEMALE

%	AGE					
	< 20	20-29	30-39	40-49	50-59	
99	>.88	>1.01	>.82	>.77	>.68	Superior
95	.88	1.01	.82	.77	.68	
90	.83	.90	.76	.71	.61	
85	.81	.83	.72	.66	.57	Excellent
80	.77	.80	.70	.62	.55	
75	.76	.77	.65	.60	.53	
70	.64	.74	.63	.57	.52	Good
65	.70	.72	.62	.55	.50	
60	.65	.70	.60	.54	.48	
55	.64	.68	.58	.53	.47	
50	.63	.65	.57	.52	.46	Fair
45	.60	.63	.55	.51	.45	
40	.57	.59	.53	.50	.44	
35	.56	.58	.52	.48	.43	
30	.56	.56	.51	.47	.42	Poor
25	.55	.53	.49	.45	.41	
20	.53	.51	.47	.43	.39	
15	.52	.50	.45	.42	.38	
10	.50	.480	.42	.38	.37	Very Poor
5	.41	.436	.39	.35	.305	
1	<.41	<.436	<.39	<.35	<.305	

APPENDIX 3- SALARY SCHEDULES

Current

Step	1	2	3	4	5	6	7
Lieutenant	87,019	90,326	93,758	97,321	101,019	104,858	108,668
\$ Increase from Previous Step		3,307	3,432	3,563	3,698	3,839	3,810
% Increase from Previous Step		3.80%	3.80%	3.80%	3.80%	3.80%	3.63%

FY2022

Step	1	2	3	4	5	6	7
Lieutenant	101,019	104,326	107,758	111,321	115,019	118,858	122,668
\$ Increase from Previous Step		3,307	3,432	3,563	3,698	3,839	3,810
% Increase from Previous Step		3.27%	3.29%	3.31%	3.32%	3.34%	3.21%
\$ Increase from Current Scale	14,000	14,000	14,000	14,000	14,000	14,000	14,000
% Increase from Current Scale	16.09%	15.50%	14.93%	14.39%	13.86%	13.35%	12.88%

FY2023 -3%

Step	1	2	3	4	5	6	7
Lieutenant	104,050	107,456	110,991	114,661	118,470	122,424	126,348
\$ Increase from Previous Step		3,406	3,535	3,670	3,809	3,954	3,925
% Increase from Previous Step		3.27%	3.29%	3.31%	3.32%	3.34%	3.21%

FY2024 -2%

Step	1	2	3	4	5	6	7
Lieutenant	106,131	109,605	113,211	116,954	120,839	124,872	128,875
\$ Increase from Previous Step		3,474	3,606	3,743	3,885	4,033	4,003
% Increase from Previous Step		3.27%	3.29%	3.31%	3.32%	3.34%	3.21%

FY2025 -2%

Step	1	2	3	4	5	6	7
Lieutenant	108,253	111,797	115,475	119,293	123,256	127,370	131,453
\$ Increase from Previous Step		3,544	3,678	3,818	3,963	4,114	4,083
% Increase from Previous Step		3.27%	3.29%	3.31%	3.32%	3.34%	3.21%

APPENDIX 4: SICK LEAVE BANK PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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