ORDINANCE NO. 109, SERIES 2015

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 1, 2014- JUNE 30, 2020 RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND LOUISVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL UNION 345, IAFF AFL-CIO-CLC FOR AND ON BEHALF OF MAJORS IN THE LOUISVILLE FIRE DEPARTMENT.

SPONSORED BY: Council Member Tandy, President

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the Louisville Professional Firefighters Association, Local Union 345, IAFF AFL-CIO-CLC representing Majors in the Louisville Fire Department.

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

Section I. That the Collective Bargaining Agreement (July 1, 2014 – June 30, 2020) reached between Louisville/Jefferson County Metro Government and the Louisville Professional Firefighters Association, Local Union 345 for and on behalf of Majors within the Louisville Fire Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

Section II. This Ordinance shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

David W. Tandy
President of the Council

Greg Fischer
Mayor

8/3/15
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
July 30, 2015

BY: _____

CBA LFD IAFF 345 Majors 070114-063020 O-148-15 ROC bkn Draft 2

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

LOUISVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL UNION 345, IAFF AFL-CIO-CLC
MAJORS BARGAINING UNIT

Effective Date: July 1, 2014

Expiration Date: June 30, 2020

PREAMBLE 4
ARTICLE 1 - SCOPE AND RECOGNITION 4
ARTICLE 2 - MANAGERIAL RIGHTS 5
ARTICLE 3 - SUBORDINATION 6
ARTICLE 4 - MUTUAL OBLIGATIONS 6
AND PROHIBITION OF STRIKES 6
ARTICLE 5 - UNION SECURITY 7
ARTICLE 6 - UNION BUSINESS 8
ARTICLE 7 - SENIORITY 12
ARTICLE 8 - RULES AND REGULATIONS, ORDERS, ... 13
AND STANDARD OPERATING PROCEDURES 13
ARTICLE 9 - METRO GOVERNMENT PROPERTY 14
FIRE DEPARTMENT JURISDICTION 14
ARTICLE 10- GRIEVANCE PROCEDURE 15
ARTICLE 11- ARBITRATION 17
ARTICLE 12– DISCIPLINE 19
ARTICLE 13- DUTIES OF MEMBERS 21
ARTICLE 14- WORK WEEK 22
ARTICLE 15- OVERTIME 22
ARTICLE 16 - REASSIGNMENT/TRANSFERS/TRADES 23
ARTICLE 17- STAFFING 24
ARTICLE 18- DIFFERENTIAL PAY 24
ARTICLE 19 - SCHEDULE OF PAY 24
ARTICLE 20- PENSION 26
ARTICLE 21- CLOTHING AND PERSONAL EFFECTS 26
ARTICLE 22- INSURANCE 28
ARTICLE 23- LEAVE DAYS AND SCHEDULING OF LEAVES 29
ARTICLE 24- SICK LEAVE 31
ARTICLE 25- BENEFITS FOR INJURY OR DEATH IN-LINE-OF-DUTY 34
ARTICLE 26- TUITION BENEFITS 36
ARTICLE 27- SAFETY AND TRANSPORTATION 36
ARTICLE 28- MEDICAL EXAMS 37
ARTICLE 29 - DRUG TESTING POLICY 38
ARTICLE 30- TRAINING AND CERTIFICATION 43
ARTICLE 31 - PROMOTIONAL PROBATIONARY PERIOD 43
ARTICLE 32- MILITARY LEAVE 43
ARTICLE 33- FAMILY AND MEDICAL LEAVE 44

ARTICLE 34- LABOR/MANAGEMENT COMMITTEE 44
ARTICLE 35- MISCELLANEOUS PROVISIONS 45
Section 1. Legal Protection 45
Section 2. Promotions and Vacancies/Agreed Judgment 45
Section 3. Equal Representation 45
Section 4. Personnel Policy 45
Section 5. 40-Hour/56-Hour Conversion Rate 45
Section 6. Funeral Leave 46
Section 7. Modified Duty 46
ARTICLE 36- ENTIRE AGREEMENT 47
ARTICLE 37- TERM 47

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "Agreement") has been entered into this 25 day of June, 2015, by and between LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT (hereinafter "Metro Government"), and LOUISVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL UNION 345, IAFF, AFL-CIO-CLC, (hereinafter "Union") concerning certain employees of the Louisville Fire Department (hereinafter "Department").

ARTICLE 1 - SCOPE AND RECOGNITION

Section 1. This Agreement extends to all matters relating to wages, hours, and terms and conditions of employment. This Agreement shall not extend to matters of inherent managerial policy, as set forth in Article 2 herein.

Section 2. Metro Government recognizes the Louisville Professional Firefighters Union, Local 345, IAFF, AFL-CIO-CLC as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all employees in the positions listed below. For the purposes of this Agreement the term "Members" means employees of the Department covered under this Agreement.

Chief of Fire Prevention Inspection	-	6709
Fire District Chief (40 hrs.)	-	8709
Chief Arson Investigation	-	8760
Chief of Support Services	-	2624
Fire Apparatus Shop Superintendent	-	7903
Fire District Chief (56 hrs.)	-	8706

Section 3. No Member shall be required to conform to any form of residence requirement.

Section 4. Whenever "he", "him", "his" is used in this Agreement it shall also include "she", "her" and "hers".

ARTICLE 2 - MANAGERIAL RIGHTS

Section 1. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitations on that prerogative that have not been specifically modified by this Agreement shall be inferred. Metro Government retains the powers and authorities that have not been specifically abridged, delegated or modified by this Agreement.

Section 2. The exclusive rights of Metro Government include, but are not limited to, the right to:

a) determine the mission of its constituent departments, divisions, commission, and boards;
b) set standards of service;
c) determine the procedures and standards of selection for employment, assignment, transfer, and promotions; subject to applicable state law and rules and regulations of the Civil Service Board;
d) direct its employees;
e) take disciplinary action for just cause;
f) relieve its employees from duty for legitimate reasons;
g) maintain the efficiency of governmental operations;
h) determine the methods, means, locations and personnel by which operations are to be conducted;
i) determine the content of job classifications subject to applicable state law and Civil Service Board rules and regulations;
j) take all necessary actions to carry out its mission in emergencies or otherwise; and
k) exercise complete control and discretion over its organization and the technology of performing its work

Section 3. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on Metro Government, or in any way abridging or reducing such authority.

ARTICLE 3 - SUBORDINATION

Section 1. Nothing herein shall be construed to prohibit the Fire Chief from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Metro Human Resources from adopting rules relating to personnel policies and benefits not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Louisville Metro Civil Service Board from adopting rules relating to qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, fine, removal and other disciplinary action not inconsistent with the provisions of KRS Chapter 90. Nothing in this Agreement shall be construed in any way as a waiver or abridgment of any rights or privileges of Members or of the Union under Metro Government ordinances and resolutions, statutes, United States or the Commonwealth of Kentucky constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereinafter enacted. The Members' and Union's rights under this Agreement are in addition to those rights.

Section 2. The parties agree that they shall not seek amendment to or promulgation of Civil Service Rules or Guidelines, or changes in job descriptions of Members, without giving five (5) business days prior notice to the other party.

Section 3. In the event any provision of the Agreement shall be decreed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provision shall not be affected thereby, but shall continue in full force and effect.

ARTICLE 4 - MUTUAL OBLIGATIONS AND PROHIBITION OF STRIKES

Section 1. The Union shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Members violate this Article, Metro Government shall immediately notify the Union. The Union shall immediately notify the Members in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Members to return immediately to their normal duties.

Members who engage in such activity shall be subject to disciplinary action up to and including discharge. In the event the Union complies with its obligations herein, the Union shall not be liable to Metro Government for damage caused by the strike. It is understood that this section does not limit Metro Government from any other remedies provided by law.

Section 2. Metro Government in return, agrees that during the life of this Agreement, it shall not lockout any Member or otherwise prevent Members from carrying out their scheduled and assigned tasks.

ARTICLE 5 - UNION SECURITY

Section 1. Metro Government agrees to deduct bi-weekly, and without cost to the Union, from the pay of those employees who are Members of the Union dues and any assessments in an amount certified to be current by the Treasurer of the Union. All Members who are not or who do not become Members in good standing of the Union shall begin to pay a fair share fee to the Union effective upon either (a) written notification to Metro Government and the Union of an existing Member's termination of Union membership or non-membership, or (b) the date of hire of a new employee who elects not to join the Union. The Union shall certify to Metro Government annually during the term of this Agreement the fair share fee for applicable non-union Member employees of the Department. The monthly fair share fee shall be certified to Metro Government's Human Resources Department by the Union.

Section 2. The check-off of regular Union membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. The fair share fee may be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members. The parties agree that the determination and notice of the fair share amount and the processing of any challenges by bargaining unit Members to that amount shall be consistent with the U.S. Constitution and all applicable law, as interpreted by the courts. That will include the escrowing of fair share moneys in the event of a challenge.

Section 3. Union dues and fair share fees shall be deducted bi-weekly in an amount certified by the Union. All Union dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of the Union, bi-weekly, after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction.

Section 5. The Union shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share deduction provisions. Should Metro Government receive notice of a claim pertaining to fair share fees, Metro Government shall provide the Union with notice of same.

Section 6. Metro Government shall not discriminate against any Member because said Member is or is not a Member of the Union, or because of Union membership or Union activity. Metro Government agrees not to discharge or in any way discriminate against Members for Union membership or Union activity, and the Union agrees not to discriminate against any Member or former Member for any exercise in good faith of Management functions. Both Metro Government and the Union agree not to discriminate against anyone covered by this Agreement because of race, creed, color, gender, national origin or sexual orientation.

ARTICLE 6 - UNION BUSINESS

Section 1. Contract Negotiations. The Union may select not more than two (2) Members and three (3) Union officers to represent the Union in the negotiation of collective bargaining agreements during working hours without loss of compensation. The persons so designated shall be allowed a reasonable time off to prepare proposals, collect data, and meet with counsel and/or committee members and consultants for the purposes of expediting good faith negotiations. The Union shall provide prior notice to the Chief of Fire of the dates and times needed to conduct business relating to negotiations between Metro Government and the Union. The Fire Chief shall be notified by the Union in writing of any substitutions or replacements of designated persons. The Union

shall be entitled to utilize release time as provided for within this section one-hundred eighty days (180) prior to the expiration of this Agreement and during any extensions of the Agreement.

Section 2. Grievance Representation. A maximum of one (1) Member and one (1) Union official representing the Union shall be granted leave with pay for the purpose of preparing and processing grievances, which shall include arbitration hearings. The names of the Members and the amount of time spent on such activities shall be reported in writing within ten (10) days to the Chief.

Section 3. Leave for Union Officials.

A. The President, Vice-President and/or Secretary-Treasurer of the Union shall be granted leave with pay from duty to conduct business that is required for the efficient operation of the Union, including, but not limited to, attending up to six regular and special board and general membership meetings per year during regular work hours without loss of pay.

B. The Union President, the Vice President and the Secretary-Treasurer shall be granted leave, with or without pay at the discretion of the Chief, to attend Union conventions, meetings and seminars, for a period of not more than nine (9) consecutive calendar days at any given time. The President or representative shall request leave no later than seven (7) calendar days in advance by letter to the Fire Chief. Under this subsection, the Union shall be limited to thirty (30) twenty-four hour (24) working days leave with pay in any given fiscal year and ten (10) twenty-four (24) hour working days leave without pay in any given fiscal year.

C. The Union President shall be granted leave with pay, and no more than one (1) Major representative selected by the Union shall be granted leave without pay, to attend the Kentucky General Assembly when in session. The Union will submit in writing the names of its representatives to the Fire Chief not later than fourteen (14) days before the time when the expected leave will be taken. The Union shall provide written notification to the Chief of any substitution/replacement. Under this subsection, the Union shall be limited to thirty (30) twenty-four (24) hour working days leave with pay in any given fiscal year and ten (10) twenty-four (24) hour working days leave without pay in any given fiscal year.

D. Members granted leave under this Article shall not be absent from their assigned duties for any period longer than that required to attend the

meetings and to accomplish any business directly related thereto for which such leave is granted.

E. The Louisville Professional Fire Fighters may employ two (2) full-time Union Business Agents to represent their interests and goals. These Union Business Agents, if employed by the Department, may at their election take leave of absence without pay from their position with the Metro Government for a period of one (1) year annually, to be renewed upon request by said Union Business Agents. The Member/Union Business Agents shall be entitled to remain a part of the CERS with the approval of the CERS Board, providing that they contribute both the Member's share and the Metro Government's share based upon the salary at the time said leave of absence is granted to increase said contribution as the Members' salaries increase.

F. A Member who is elected or appointed to a position within the International Association of Fire Fighters, shall be permitted time off, without pay, from time to time to fulfill his elected or appointed responsibilities. The Member shall request leave no later than twenty-four hours prior to the time and date the Member is requesting time off by letter to the Fire Chief. This time off shall not exceed three (3) twenty-four (24) hour duty days in any month.

Section 4. Other Paid Leaves approved. One (1) Major, selected by the Union and subject to the approval of the Fire Chief, with the option of additional names being required, shall be granted leave with pay for a period of time not exceeding three (3) calendar days, necessary to attend and represent the Division of Fire at wakes and funeral services within 500 road miles of Metro Louisville for deceased firefighters killed in the line of duty. They shall wear their full dress uniforms at such services. If the location thereof is within 500 road miles from Metro Louisville, Metro Government shall provide an official Louisville Fire vehicle for their transportation. If the location thereof is more than 500 road miles from Metro Louisville, the Fire Chief shall have sole power to decide whether Metro Government will be represented. In all instances of representation at such affairs, the Fire Chief shall appoint one (1) of the representatives as the person in charge. This provision shall not apply during an emergency where, in the judgment of the Chief, manpower cannot be spared. Pay for time spent under this provision shall not exceed eight (8) hours per day. One (1) Major will be inclusive of, and not in addition to, the (4) Members stipulated in the Rank & File Collective Bargaining Agreement.

Section 5. Union Access.

A. The Union is permitted to have permanent House Stewards at all company and bureau locations. Activity by Union officers or stewards shall not interfere with the operations of the Department.

B. Metro Government agrees to place a link to the Union's official website on the Division of Fire's Virtual Desk Top. Metro Government also agrees to provide the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or information of interest to its Members. The Union further agrees that it will not post any material on Metro Government designated space or available bulletin boards which would be derogatory to any individual, Louisville Fire Department, Metro Government, Commonwealth of Kentucky, or which constitutes political material for or against any person, organization, or faction thereof. Political material does not include announcements or information regarding internal campaign elections of the Union. Furthermore, the use of these bulletin boards will not be to advocate any legislative position, i.e., either ordinances before the Metro or legislation before the state or federal legislature. All notices of the Union shall be on Union letterhead. Copies of any material so posted shall be furnished to the Fire Chief or his designee. Metro Government may remove any material that Metro Government determines to be in violation of this Agreement, and the Union will be so informed. The limitations and restrictions as they pertain to political or lobbying information under this section shall not apply to bulletin boards not accessible to the public and which are purchased and maintained by the Union.

Section 6. Under this Article, Union Members who take unpaid leave on a day-to-day basis shall remain Members in good standing with CERS with the approval of the CERS Board, if necessary, and shall contribute to the CERS as if the Members were working each and every day.

Section 7. Under this Article, Union Members who take unpaid leave on a day-to-day basis shall be entitled to all the benefits of this Agreement and the Members' employment shall be considered continuous and Members of the Department, as if the Members worked continuously.

Section 8. The parties agree that they will each pay one-half (½) cost of the printing of this Agreement.

ARTICLE 7 - SENIORITY

Section 1. Job classification seniority of a Member shall commence on the first day of appointment to the position covered by this Agreement. Department seniority of a Member shall commence on the most recent hire date of the Member. Any Member hired with prior employment with Metro Government, or its predecessor the City of Louisville, in any other Department or agency shall be given credit for such previous employment for purposes of vacation accrual only.

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

a. Discharged for cause.
b. Laid off for more than two (2) years.
c. Fails to return to work within thirty (30) days without just cause after recall subsequent to a layoff.
d. Fails to report to work for three (3) duty days without just cause.
e. Voluntarily resigns: except if a Member returns to work within one (1) year after voluntary resignation, and works one (1) full year thereafter, his or her seniority shall be deemed continuous, less such time as he or she was not a Member of the Department.

Section 3. In the event more than one (1) Member is appointed to a position covered by this Agreement on the same date, their Civil Service grading scores shall govern said seniority standing, the Member with the highest Civil Service score taking precedence and shall be considered to have the greatest job classification seniority.

Section 4. Metro Government shall furnish a seniority list to IAFF Local 345 Secretary/Treasurer at the Union's business address on an annual basis and to post the seniority list by February 1 of each year on all bulletin boards provided within Department Fire Units and Properties.

ARTICLE 8 - RULES AND REGULATIONS, ORDERS, AND STANDARD OPERATING PROCEDURES

Section 1. The President and the Secretary-Treasurer of the Union shall be notified by the Department at least five (5) business days prior to any non-

emergency change made to the Department's Rules and Regulations and Standard Operating Procedures ("SOP"). Such notice shall consist of written complete copies of the proposed changes sent by electronic mail to the Union with a read-receipt to assure that the notice is received by both the President and the Secretary-Treasurer.

Section 2. Members shall have access to a clean and current copy of the Division's Rules and Regulations, SOPs and Metro Government's Personnel Policies and any supplements to them at each Department location. The Supervisor of each location shall notify the Chief's Office when a copy of the Division's Rules and Regulations has become out of date.

Section 3. All orders that are applicable to the change of administration of Fire Department Rules and Regulations and/or SOPs shall be issued in written form. Any orders that are not applicable to the change of administration of Fire Department Rules and Regulations and/or SOPs shall be issued in memo form. Verbal orders issued from the Assistant Chiefs shall be written in the Company log book, signed by the person issuing the order and the person entering the order in the log book. Directives issued in memo form shall be updated in Rules and Regulations and/or SOP's within twelve (12) months of the date of issue or they shall become null and void.

Section 4. An emergency for the purpose of this Article shall be any circumstance in which the safety of Members, Fire Department employees or the community may be endangered by delay in implementation of the change as determined by the Fire Chief.

Section 5. Unless otherwise provided in this Article, electronic media (computers) may be utilized for the access and distribution of Fire Department Rules and Regulations and/or SOPs.

ARTICLE 9 - METRO GOVERNMENT PROPERTY FIRE DEPARTMENT JURISDICTION

Section 1. All Fire Houses shall be kept safe and locked at all times. Unsafe conditions shall be put into writing and sent through the chain of

command to the office of the Chief. The Chief shall make an immediate investigation of the alleged unsafe condition, and take immediate action to correct life-threatening conditions and appropriate action as to other conditions within thirty (30) days.

Section 2. All Fire Houses shall be provided with adequate locks for all windows and combination locks or keys for all doorways. Doors and windows shall be closed and locked so as to prevent loss of property both to Members and to the Metro Government.

Section 3. The Metro Government shall provide and maintain sleeping facilities, including laundry and dry cleaning of all bed clothing; sheets shall be laundered every two (2) weeks, blankets dry cleaned every three (3) months.

Section 4. Bedrooms and dining areas of all Fire Houses shall be furnished with adequate heat and air-conditioning, which shall be maintained by the Metro Government.

Section 5. (a) Metro Government agrees to provide and maintain adequate sleeping, cooking facilities and equipment to all Line Fire Companies for personnel assigned, to include, but not limited to:

1. cook ranges
2. refrigerators
3. cookware
4. dishware
5. utensils
6. washing and drying kitchen towels
7. laundered and dry-cleaned bed linens
8. beds
9. bedding
10. lockers
11. adequate seating facilities (chairs)
12. dining room table and chairs
13. microwave ovens

Section 6. The Metro Government shall provide and maintain an approved fire radio receiver for all Fire Houses.

Section 7. Repairs or installations in Fire Houses or buildings customarily done by contract shall not be done by Members.

ARTICLE 10- GRIEVANCE PROCEDURE

Section 1. Any complaint or dispute concerning wages, hours and any other conditions of employment, excluding disciplinary actions appealed to the Civil Service Board, shall constitute a grievance within the meaning of this Agreement. It is specifically understood that grievances hereunder may be filed by any Member and/or the Union.

Section 2. The Union or any Member or Members (hereinafter "grievant") may file a grievance and be afforded the full protection of this Agreement and the right of Union representation.

Section 3. Controversy between Metro Government and the Union, concerning the meaning and application of any provisions of this Agreement, or concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted consistent with this Article.

Section 4. A grievant shall be allowed representation equal in number to representatives of Metro Government, such Union representation to consist of Grievance Committee members of the Union or legal counselors at all grievance hearings regardless of the step.

Section 5.

Step 1. The grievance must be submitted to the Office of the Chief in writing within ten (10) calendar days after the time of the act causing the grievance. The grievance shall set forth the pertinent data upon which the grievance is based and shall be signed by the grievant and/or the Union representative. The Chief is allowed nine (9) calendar days to resolve said grievance from date of filing.

Step 2. If after nine (9) calendar days the grievance cannot be resolved between the grievant and the Chief, the grievance shall be submitted to the Secretary of the Public Protection Cabinet within three (3) days thereafter,

unless withdrawn by the grievant in writing. The Secretary is allowed nine (9) calendar days to resolve said grievance.

Step 3. If the grievance cannot be resolved between the grievant and the Secretary within nine (9) calendar days from date said grievance is received by the office of the Secretary, then the grievance shall within three (3) calendar days thereafter, be submitted to the Mayor or his designee unless withdrawn by the grievant in writing. The Mayor or his designee is allowed nine (9) calendar days to resolve said grievance.

Step 4. If the grievance cannot be resolved between the Union and the Mayor or his designee within nine (9) calendar days from the date said grievance is received by the Mayor or his designee, then said grievance shall be submitted to Advisory Arbitration within nine (9) calendar days thereafter, unless withdrawn by the Union in writing.

Section 6. The time limits under this Article may be changed by mutual agreement. If a grievance is not responded to within the specified time limits provided for herein or the time is extended in writing by mutual agreement of the parties, the grievant may advance the grievance to the next step.

Section 7. The settlement of any grievance to which the Union is not a party shall not be binding as a precedent on the Union as to any other grievance or grievances, in addition no grievance resolution shall be in conflict with the provisions of this Agreement.

Section 8. A grievant shall be granted leave with pay to participate in grievance procedures scheduled during his or her normal tour of duty.

Section 9. Fire Department uniforms are not required to be worn by Union Members who, while off duty, are processing grievance(s), attending meetings or hearings or conferring with Union officers, representatives or Union attorneys.

Section 10. The time and location of the grievance meetings or hearings, arbitration meetings or hearings, or hearings pertaining to Union grievances or arbitration, shall be agreed upon jointly by the Union and Metro Government. Such meetings shall be held in municipal buildings insofar as practical.

Section 11. A grievant's own personnel files shall be made available for inspection and copying by the grievant. Other pertinent Fire Department records concerning the grievant not included in personnel files, upon written request by the grievant or the Union President, with written consent of the grievant involved, shall be made available to the grievant or the Union at the grievant or Union's expense. In any grievance where the Union represents a grievant or is the grievant, the Union or the grievant shall upon written request make available to Metro Government for inspection and copy any pertinent record under their control at Metro Government's expense.

ARTICLE 11- ARBITRATION

Section 1. The Union, after compliance with Article 10, may submit unresolved grievances to an arbitrator for an advisory opinion.

Section 2. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of Metro Government, then within ten (10) days after the rendering of the decision at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS or AAA. A coin toss shall determine the order in which the names are to be stricken and the party winning the coin toss shall be the first (1st) to strike a name and the parties shall alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AAA.

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

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

Section 3. The arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. He shall consider only the specific issue or issues submitted to him and shall confine his decisions to a determination of the facts and an interpretation and application of this Agreement.

ARTICLE 12– DISCIPLINE

Section 1. General

A. A Member shall only be disciplined or discharged for just cause. Any discipline imposed shall take into account the nature of the violation, the Member's record of performance and conduct, past disciplinary actions, and other appropriate considerations, and shall be consistent with the concept of progressive discipline.

B. Letters of reprimand and suspensions of seventy-two (72) hours or less that are two (2) years or older may not be introduced as evidence at any disciplinary or promotional hearings. Suspensions greater than seventy-two (72) hours or demotions that are three (3) years or older may not be introduced as evidence at any disciplinary or promotional hearings.

C. All time frames provided for within this article may be extended in writing by mutual agreement between the parties.

Section 2. Investigation

A. When the Department becomes aware of a possible violation of the Rules & Regulations, SOPs, or Metro Personnel Policies the incident shall be

documented in writing by the parties involved and forwarded to the office of the Chief through the appropriate chain of command.

B. Reports or letters pertaining to incidents that could lead to disciplinary action should be turned in as soon as possible and practical, or within twenty-four (24) hours after the request for the report or letter is made.

C. No Member shall be required to make a statement in any departmental matter involving alleged misconduct on his part while off duty until forty-eight (48) hours have expired from the time the request is made to the accused Member. All statements taken shall be in writing or reported verbatim.

D. Anytime any Member is ordered to the Chief's Office to be interviewed about an incident that could lead to disciplinary action, the Member shall be told the nature of the investigation including any allegations of misconduct. The Member shall be advised by the hearing officer, or his/her designee, of their right to have legal and/or Union representation.

E. No person assigned or employed by the Department, shall have the right to investigate the off-duty activities unrelated to the employment of any Member covered by this Agreement, unless a written notice of said investigation is made to the Secretary of the Public Protection Cabinet, with a copy of same placed in a permanent file in the Chief's Office.

F. A documented incident shall continue to be moved toward resolution within a reasonable and practical period of time. Consideration shall be given to the complexity of the incident and the nature of the investigation in determining the reasonableness of the time.

G. A representative of the Office of the Chief with responsibility to review documented incidents that may lead to disciplinary action shall meet with the Chair of the Union's Grievance Committee monthly upon request of the Union to update the Union on the status of pending actions and disciplinary cases. Any documentation generated by the Department and/or the Union shall be shared at the time of such meeting.

Section 3. Administrative Leave

A. A Member may be relieved from duty with pay pending the final administrative outcome of a disciplinary hearing if it is determined by the Chief that it is in the best interest of the Department to do so.

B. A Member may be suspended without pay after an investigative conference pending the final administrative outcome of a disciplinary hearing if it

is determined by the Chief that it is in the best interest of the Department to do so.

Section 4. Hearings

A. When a Member is charged with a violation of Rules & Regulations, SOPs, or Metro Personnel Policies, he or she shall receive a hearing on the charges within a reasonable and practical period of time, except that unusual charges may require different treatment.

B. Ninety-six (96) hours before an Administrative Hearing that could lead to discipline, the Member involved shall be furnished with a copy of a written statement of the alleged offense or offenses and the Rules & Regulations, SOPs, or Metro Personnel Policies allegedly violated.

C. A Member appearing before any Board in matters involving disciplinary action shall be advised by the hearing officer, or his/her designee, of their rights to have legal and/or Union representation.

Section 5. Discipline

A. A Member, when charged and disciplined under Departmental Rules and Regulations, and the Union, shall be furnished a typewritten copy of the recommendation of the hearing officer within seven (7) calendar days of completion of the Administrative hearing.

B. In the event Metro Government intends to proceed with discipline, a formal written statement of the discipline and basis for the discipline shall be prepared and served upon the Member and the Union, except in the case of dismissal, at least seven (7) calendar days prior to the effective date of the discipline.

Section 6. Appeals

A. All disciplinary actions, other than those in subparagraph B. below, may be appealed through the grievance procedure in this Agreement.

B. Disciplinary actions that include dismissal, demotion or a suspension in excess of ten (10) eight-hour days may only be appealed through the Civil Service procedure.

ARTICLE 13- DUTIES OF MEMBERS

Section 1. The normal duties of Members are as currently set out in Civil Service Job Classifications as follows:

Chief of Fire Prevention Inspection	-	6709
Fire District Chief (40 Hr.)	-	8709
Chief Arson Investigation	-	8760
Chief of Support Services	-	2624
Fire Apparatus Shop Superintendent	-	7903
Fire District Chief (56 Hr.)	-	8706

Section 2. The organizational structure of the Department as to the positions covered under this Agreement may be modified by the Chief, who will communicate such modification to the President of the Union in advance when possible.

Section 3. Jurisdiction. Members shall respond to all appropriate alarms with respect to persons and properties within the corporate limits of the Metro Government's Urban Services District (USD) and to all appropriate alarms with respect to those persons and properties outside the USD that are in areas designated by the Fire Chief from time to time. Contracts between Metro Government and other municipal corporations and public and private agencies, subdivisions, persons, firms and corporations for fire department services with respect to properties outside the USD shall be available for inspection by the Union.

ARTICLE 14- WORK WEEK

Section 1. The Department is divided into three (3) Platoons. Members in the classification of Fire District Chief 56 Hr. – 8706 shall be on duty for twenty-four (24) consecutive hours, after which the Member serving twenty-four (24) hours shall be scheduled to remain off duty for forty-eight (48) consecutive hours, except in cases of emergency. The normal workday for these Members will be from 0800 hours to 0800 hours.

Section 2. The workweek for all other Members shall be a forty (40) hour workweek as established by the Chief. Members hereunder shall be permitted, at the sole discretion of the Fire Chief, to "flex" their schedules to provide for coverage due to special circumstances, or on a long term basis, by mutual consent of the parties.

Section 3. Members shall provide one (1) current telephone number to the Fire Chief's office for the purpose of communication with the Department during off-duty hours.

ARTICLE 15- OVERTIME

Section 1. Members on a 40-hour schedule will receive compensation for all hours worked in excess of forty (40) in any one (1) workweek (Sunday through Saturday) at one (1) times the Member's annual salary divided by 2080. Members on a 56-hour schedule will receive compensation for all hours worked in excess of their regular duty days at one (1) times an hourly rate determined by the Member's annual salary divided by 2912.

Section 2. In the event the Department determines that unscheduled overtime is needed, such unscheduled overtime shall be equally allotted as nearly as possible among Members who are qualified. In the event that a Member is detailed to a higher classification for a (24 hr.) shift, the department shall back fill that position, the department shall not be required to back fill the Car 50 (Safety Officer) position when that Member is on scheduled leave. No Battalion Chief shall be detailed to another Battalion Chief position for the purpose of preventing overtime hiring.

Section 3. All Members in classification 8709 and assigned to a forty (40) hour workweek will be eligible to work overtime in a 56-hour slot at a 56-hour rate. These Members shall be allowed to flex time to receive overtime.

Section 4. In the event of a budget distress for Metro Government, the Chief of the Department or designee reserves the right to consult with Local 345 concerning temporary staffing changes designed to relieve Metro Government from excessive overtime requirements.

ARTICLE 16 - REASSIGNMENT/TRANSFERS/TRADES

Section 1. Members shall be notified at least five (5) days prior to reassignment from one Platoon to another Platoon within the Department, except in cases of emergency, as defined within Article 8, Section 4.

Section 2. When vacancies occur in a District of Shift, Members are entitled to make written requests through regular department channels within their job classification for such assignment. Should no one request the job assignment, then the Chief shall assign qualified personnel to fill the assignment.

Section 3. Members shall, with the approval of their Supervisors, be permitted to make trades of work hours with other Members, so long as each party is qualified to perform the duties of the other. Members, when working trades in accordance with this section, shall not be entitled to any additional compensation.

Section 4. All trades shall be made in compliance with the provisions of the Rules and Regulations and SOPs, as currently revised, not in conflict with this Article.

ARTICLE 17- STAFFING

Section 1. The Chief may convert any Fire District Chief 56 Hr. position to a Fire District Chief 40 Hr. position; convert any Fire District Chief 40 Hr. position to a Fire District Chief 56 Hr. position; transfer a Member from a Fire District Chief 56 Hr. position to a Fire District Chief 40 Hr. position; or transfer a Member from a Fire District Chief 40 Hr. position to a Fire District Chief 56 Hr. position at his discretion for the efficient and professional operation of the Department.

Section 2. During the term of this Collective Bargaining Agreement, there will be no layoffs of Members.

ARTICLE 18- DIFFERENTIAL PAY

Whenever a Member is required to work in a higher classification than his or her regular classification for one (1) hour or more during a duty day, said

Member for each hour of such service shall be paid at the rate established for the higher rank in which he or she serves in this acting capacity.

ARTICLE 19 - SCHEDULE OF PAY

Section 1. Members shall be placed on the pay grade of the salary schedule based upon the number of years the Member has served as a District Chief.

	0-2 YEARS	2-4 YEARS	4+ YEARS
July 1, 2014	$69,020.46	$72,662.53	$76,483.38
Jan. 1, 2015	$69,020.46	$72,662.53	$77,630.63
July 1, 2015	$69,020.46	$72,662.53	$78,795.09

	0-4 YEARS	4+ YEARS
July 1, 2017	$72,662.53	$80,370.99
July 1, 2018	$72,662.53	$81,978.41
July 1, 2019	$85,000.00	$85,000.00

Section 2. Members that are certified as required by the Department in any one of the following disciplines – Dive Team, Hazardous Materials Unit, Heavy Urban Rescue Team, Fire Investigator, or Building Code Inspector – shall receive annual specialty pay of:

July 1, 2014: $1,000.00 to be paid in 26 equal payments over a year.
July 1, 2015: $ 513.00 to be paid in 26 equal payments over a year.
July 1, 2016: $1,200.00 to be paid in 26 equal payments over a year.
July 1, 2017: $ 513.00 to be paid in 26 equal payments over a year.
July 1, 2018: $ 513.00 to be paid in 26 equal payments over a year.
July 1, 2019: $1,164.00 to be paid in 26 equal payments over a year.

Section 3. Longevity, for purposes of this Article, is defined as length of continuous employment with the Department. Any Metro Government employee transferring to the

Department shall not include in any longevity computation any prior service with any other Department or Agency of Metro Government. Members shall receive annual longevity pay equal to the "Rank and File" CBA, in Addendum A – Longevity Schedule, prorated in twenty-six (26) equal payments over a year. In addition, Members on a 56-hour schedule shall receive the hourly longevity rate for hours worked in excess of their regular duty days.

Section 4. Members at the rank of Captain, who act as Majors, shall receive a rate of pay equal to the least senior District Chief during the length of this Agreement. The rate of pay shall be figured as follows:

a. For 56-hour employees:
   The starting District Chief's annual pay shall be divided by 3328 to derive a 56-hour base hourly rate. This base hourly rate shall be paid to acting District Chiefs during the first 40 hours worked in a week. The base rate hourly shall be multiplied by one and one half (1.5) times to derive an overtime hourly rate. The overtime hourly rate shall be paid to acting District Chiefs after the first 40 hours worked in a week.
b. For 40-hour employees:
   The starting District Chief's annual pay shall be divided by 2080 to derive a 40-hour base hourly rate.

ARTICLE 20- PENSION

Section 1. The Metro Government agrees to participate in and contribute to the Kentucky Retirement System under the non-hazardous and hazardous position provisions of Kentucky Revised Statutes, an amount equal to the percentage as set by the Retirement System.

Section 2. Metro Government agrees to participate and contribute in the federal Social Security program in accordance with the law for those Members enrolled in that program.

ARTICLE 21- CLOTHING AND PERSONAL EFFECTS

Section 1. Metro Government shall replace any of the items of clothing or equipment required for the Members that are damaged beyond reasonable repair,

misplaced, broken, lost or stolen at emergency operations. Any item found unserviceable during regular clothing inspections due to age and normal wear and tear, shall be marked with a permanent marker by the inspector and taken out of service and replaced by the Member. Repair and replacement of two (2) fire coats and two (2) bunker pants, two (2) pairs of boots, two (2) sets of suspenders, two (2) protective hoods, and two (2) pairs of serviceable gloves shall be the responsibility of Metro Government and not the Members. Members of the Arson Bureau shall have any aging equipment taken out of service and replaced at Metro Government's expense, with consideration given to the serviceable condition of the equipment and/or manufacturer's recommendations.

Section 2. The Line Major's clothing allowance shall be nine hundred fifty dollars ($950.00) for each fiscal year under this Agreement. For all other Bureaus, the clothing allowance shall be one thousand dollars ($1000.00) for each fiscal year under this Agreement. The clothing allowances shall be payable in two (2) equal installments in October and April by separate direct deposit during the respective fiscal year for the replacement of official clothing, and optional clothing as approved from time to time by the Union and Metro Government, to be used in the performance of each Member's duties.

Section 3. Members may purchase at their expense and wear at times designated by the Chief or his designee polo shirts and shorts of a design approved by the Chief. These items will be added to the optional equipment list and will be the subject of an SOP.

Section 4. Metro Government agrees that in the event any changes or additional items are made to the current clothing items, the initial items shall be provided at the expense of Metro Government.

Section 5. Upon termination of employment, Members shall turn in to their Immediate Supervisors, the following equipment that is the property of the Metro Government.

a. One fire helmet complete
b. One badge, breast
c. One cap badge
d. One hose chain
e. One pair of pliers

f. One hose spanner
g. One ID card
h. One face piece, SCBA regulator, and protective bag
i. One pocket mask
j. One wool blanket
k. One fire gear bag
l. Two pairs of gloves
m. Two pairs of boots
n. Two sets of suspenders
o. Two Protective hoods
p. All Fire Coats and Bunker Pants assigned after March 1, 2001
q. One accountability tag

Section 6. Members may, while in quarters, wear approved sweatshirts or approved "T-shirts". Members may wear short-sleeved uniformed work shirts. During winter months, long-sleeved uniformed work shirts are optional.

Section 7. Members wishing to provide, at their own expense, a protective vest, shall be allowed to wear such vest in accordance with the Department rules, regulations, policies and procedures. Members of the Arson Bureau shall have a protective vest provided to them at Metro Government's expense.

ARTICLE 22- INSURANCE

Section 1. Metro Government shall provide hospitalization coverage on all Members. Metro Government shall contribute a dollar amount no less than 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute a dollar amount no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute a dollar amount no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. The plans and premiums shall be competitive with the private health insurance market. During

the open enrollment starting 2014 and throughout the duration of this Agreement, any Member may select any insurance plan that is offered to a majority of Metro Government employees at the same cost as a majority of employees.

Section 2. The Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one times the Member's annual salary up to fifty thousand dollars ($50,000.00). Provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level. The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 3. Non Pool Plan Participants

Metro Government will provide long-term disability benefits for every Member, at no cost to the Member, at the same terms and conditions as provided for non-Union employees, pursuant to any rules, regulations, or procedures adopted by the Director of Human Resources concerning the said long-term disability income benefits.

Section 4. In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government and the Union may elect to meet and confer over plan designs and total insurance rates if a provision of the PPACA has resulted, or will result in the immediate future, in a substantial change to plan designs and total insurance rates. Metro Government's contribution rate for any Member's plan shall be consistent with Section 1 of this Article.

ARTICLE 23- LEAVE DAYS AND SCHEDULING OF LEAVES

Section 1. A Member with more than one (1) years' service with the Department is entitled to leave with pay as provided in this Article. Leave granted under this Article shall be considered time worked for purpose of overtime.

(a) 56-hour Members shall accrue a cumulative fifteen (15) Duty Days of annual leave on a fiscal year basis.

(b) 40-hour Members shall accrue annual leave in the following manner: Members working a five (5) day week, eight (8) hours per day, shall be granted ten (10) scheduled work days annual leave and shall accrue one (1) additional day each year thereafter, until five (5) weeks, twenty-five (25) scheduled work days annual leave have accrued.

Members working a four (4) day week, ten (10) hours per day shall be granted eight (8) scheduled work days annual leave and shall accrue one (1) additional day each year thereafter, until five (5) weeks, twenty (20) scheduled work days have accrued.

(c) And in addition 40-hour Members shall have the same eight (8) paid holidays as non-union employees each year and three (3) personal days. The three (3) personal days shall be granted on a calendar year and shall not be carried over from year to year.

Section 2.

(a) Members on a 56-hour work schedule shall pre-schedule accrued leave time off on a fiscal year basis before June 1 of each year as detailed below:

i. Requests shall be filled on a basis of job classification seniority and Platoon.

ii. Requests shall be submitted on a Vacation Request Form and shall not exceed thirteen (13) duty days in a vacation period.

There shall be a maximum of three (3) Members off over any three (3) Platoons on annual leave beginning with the First Platoon, provided, however, no more than two (2) Members off on any one (1) day. Members promoted to the rank of Major that have previously scheduled leave days shall not be forced to cancel or re-pick, and shall be allowed to take such leave time as scheduled. Members promoted that are transferred to a different Platoon may move their

annul leave days one (1) day forward or one (1) day back, and/or shall be allowed to re-pick any or all of their annual leave days from only available days.

(a) A Member may submit other annual leave requests to add or delete scheduled leave days at any time during the fiscal year, however, at no time shall the amount of unused scheduled vacation exceed fifteen (15) duty days. The Member's immediate supervisor may grant/deny said leave request within a reasonable time.

(b) A Member on a 40-hour work schedule shall be granted annual leave on a daily or hourly basis subject to advance notice and approval of the Member's supervisor. Members shall be required to use a minimum of one (1) hour.

Section 3. Emergency annual leave may be granted to Members upon showing the need thereof, provided the Member has accrued leave.

Section 4. No Member shall be required to use annual leave during a personal illness or injury when the illness or injury shall have occurred prior to the beginning of the annual leave.

Section 5. Annual leaves for Members shall not be canceled except in cases of emergencies.

Section 6. Members assigned to a 56-hour schedule shall not accrue more than twenty-seven (27) duty days of annual leave at the completion of any given pay period. Members assigned to a 40-hour schedule shall not accrue more than 480 hours of annual leave at the completion of any given pay period. Upon separation from employment, a Member shall be paid for all accrued unused annual leave, not to exceed 320 hours – for Members assigned to a 56-hour work schedule, the amount of time eligible for payment shall be subject to the 56-hour conversion rate.

ARTICLE 24- SICK LEAVE

Section 1. Members assigned to a 40 hour schedule shall accrue eight (8) hours of sick leave per month. Members assigned to twenty-four hour shifts shall accrue twelve (12) hours of sick leave per month. Sick leave shall not accrue for any pay period during which the number of hours of unpaid leave

exceeds the number of hours of paid leave. Members do not accrue sick leave while in an unpaid status. Sick leave shall be considered as time worked for purposes of overtime.

Section 2. At the time of retirement Metro Government will pay 100% of the cost to CERS of including all unused sick leave in the Member's retirement in accordance with KRS 78.616(3).

Section 3. Sick leave with pay shall be granted to Members because of sickness or injury. In case of illness in the Member's immediate family requiring the presence of the Member, which shall include parents, wife, husband, brother, sister or children of the Member or his or her spouse, grandchild, parental grandparents, or other relatives living in the household of the Member, the following approval shall be obtained:

(a) Written approval of the Chief is required for 56-hour personnel who are off for more than two (2) consecutive 24-hour workdays as a result of illness in the immediate family.

(b) Written approval of the Chief is required for 40-hour personnel who are off for more than two (2) consecutive 8-hour workdays as a result of illness in the immediate family.

Section 4. If and whenever sick leave provisions may appear to be abused or when a Member consistently uses sick leave as it is earned, the Member claiming such sick leave may be required to furnish proof of the necessity for such absence. Metro Government reserves the right in case of illness or injury or reported illness or injury to require an examination by a reputable physician of its own employment or selection and at its own expense. Abuse of sick leave may constitute grounds for disciplinary action. When the Chief requires a one-day doctor's certification, he or his designee shall give written advance notice to the Member, and it shall be recorded in the Member's personnel file.

Section 5. To receive paid sick leave, the Member shall communicate with the Member's immediate superior officer or Department head or authorized representative at least one-half (1/2) hour before the time for beginning work. Prior to returning from sick leave, a Member shall notify the Member's superior

officer or Department head or authorized representative of the impending return as far in advance as possible and practical.

Section 6. This subsection shall apply to Members who have been promoted within forty (40) months of the effective date of this Agreement or anyone promoted after this Agreement is in effect and who participated in the Sick Leave Pool Plan under prior Agreements and therefore have no sick leave accrual. In case of illness, a Member covered under this subsection shall have made available to him/her up to twenty (20) duty days (56-hour Members) or 320 hours (40-hour Members) of sick leave to be used after he/she has exhausted all of his or her personal accrued sick leave during the first forty (40) months as District Chief without penalty of payback.

Section 7. Members promoted to the positions covered in this Agreement who did not participate in the Sick Leave Pool plan shall retain any accrued sick leave earned prior to date of promotion.

Section 8. Sick Leave Incentive Plan

A. Members assigned to 24-hour shifts will accrue one-quarter (1/4) duty day (6 hours) of personal leave for each three (3) consecutive months without the use of any sick leave. One (1) additional Duty Day of personal leave will accrue for each complete calendar year (January-December) without the use of any sick leave. In total, Members are eligible to earn two (2) Duty Days of personal leave per calendar year. Members may not accrue more than one hundred and twelve (112) hours of this personal leave nor will Members be paid for personal days upon termination of employment. Members may use personal leave in one (1) hour or more increments. Members may use accrued personal leave with prior approval of immediate supervisor. Any unused personal leave shall carry over into subsequent fiscal years.

B. All other Members will accrue one-half (1/2) of a personal day for each three (3) consecutive months without the use of any sick leave. An additional personal day will accrue for each calendar year (January-December) without the use of sick leave. In total, Members are eligible to earn three (3) personal days per calendar year (January-December). Members may not accrue more than eighty (80) hours of this personal leave, nor will Members be paid for personal days upon termination of employment. Members may use personal leave in one hour or more increments. Members may use accrued personal leave with

prior approval of immediate supervisor. Any unused personal leave shall carry over into subsequent fiscal years.

ARTICLE 25- BENEFITS FOR INJURY OR DEATH IN-LINE-OF-DUTY

Section 1. Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of inlineofduty injuries sustained by Members; provided, however, that such payment is to be made only in excess of, or if not otherwise paid by, all applicable hospital, medical and worker's compensation insurance, or other remunerative process. Members may select the doctor and hospital of their choice for such treatments, provided, however, if such selection is not covered by the Member's applicable hospital, medical, worker's compensation or other remunerative process, such selection shall be subject to the approval of Metro Government, which approval shall not be unreasonably withheld.

The term inlineofduty injuries shall be construed to mean those injuries sustained by Members when in performance of their duties during duty hours.

Section 2. In the event a Member should receive inlineofduty injuries rendering him temporarily unable to perform his duties, he shall continue to receive his salary for any duty days missed in the first seven (7) days he is required to miss work following the injury. If the Member is unable to work on the eighth day, then Workers Compensation shall begin on the eighth day. Thereafter, for a period not to exceed twelve (12) calendar months, Metro Government shall supplement Workers Compensation benefits, so that the Member shall continue to receive his salary for any duty day missed. If the Member is off for fifteen (15) calendar days, Metro Government shall refund to the Member the tax withholdings from the Member's pay for the first seven (7) calendar days that would not have been withheld had the Member been paid Workers Compensation.

In the event that the Member's injuries or disability is not temporary, the Member shall, at the earliest time, apply for disability retirement, early retirement or normal retirement.

The injury leave as outlined within this Article shall not exceed the period of twelve (12) calendar months commencing from the date of injury. However,

upon a determination at any time by a medical specialist or Independent Medical Evaluation physician that the Member is permanently disabled from performing his duties, then the twelve (12) month period may terminate short of twelve (12) months, and the Member may be separated from service for such disability.

It is agreed that a determination of whether an injury is covered by this Article shall be made under the Workers Compensation laws of the Commonwealth of Kentucky. The parties shall be afforded all rights as provided for under such laws and regulations. Claims hereunder shall be processed through and conform to such Workers Compensation law.

It is agreed that the Member and Metro Government shall continue to contribute to CERS during the time any supplementary payments are based on the salary that the Member would normally be entitled to receive for missed duty days.

Section 3. In the event that a Member dies as a result of service connected injury, the Metro Government shall pay to the Member's surviving spouse, or in the event there is no surviving spouse, then to the Member's dependent minor children, or in the event there are no dependent minor children, then to the beneficiary named by the Member for pension benefits, or in the event there is no designated beneficiary, then to the Member's estate, in addition to applicable pension benefits and life insurance as provided under this Agreement, an amount that represents the difference between any Workers Compensation income benefits and Social Security benefits due or received, as well as the Member's annual salary to be paid in a lump sum payment.

It is understood that the intention of this section is to compensate dependents in the event of death of a Member causally related to his service as a Member as distinguished from the normal hazards to which general members of the public are exposed. The presumptions contained in KRS 79.080 are incorporated herein.

Section 4. If a Member should die due to an in-line-of-duty injury while in the performance of his/her duty for Metro Government, Metro Government shall pay to the surviving spouse or surviving dependent(s) or estate wherever applicable, the sum of up to ten thousand dollars ($10,000.00) for the express purpose of defrayment of funeral and burial expense.

Section 5. For purposes of this Article, salary of the Member shall include annual scheduled overtime, longevity, and State training supplement, if received by Metro Government.

ARTICLE 26- TUITION BENEFITS

Members are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all employees of Metro Government.

ARTICLE 27- SAFETY AND TRANSPORTATION

Section 1. The Department shall provide environmental protection for Fire Fighters in extremes of temperature or weather.

Section 2. All outside training activities will be curtailed during inclement weather or when the following temperature extremes exist: The National Weather Bureau at Standiford Field indicates (a) the temperature reading is Fahrenheit 35 degrees or less, or (b) the temperature exceeds 90 degrees Fahrenheit and/or an equivalent with the Pollution Standards Index in the Hazardous Range.

Section 3. Members shall not be required to use their personal vehicles for official Department business.

Section 4. Members assigned or detailed to the Fire Prevention Bureau and Arson Squad shall, when necessary, be provided during working hours a vehicle with radio and an approved transceiver.

Section 5. The Metro Government agrees to provide Police protection and such other protection as may be required, according to the situation at a given time, for the protection of all Members. The Fire Officer or Member in charge at the scene of a disorder shall have the authority to withdraw Members who are endangered by the disorder, in which event fire equipment shall be withdrawn from the scene if possible. The prime responsibility in any such situation is the saving of lives.

Section 6. Except where the welfare and safety of the community require otherwise, it shall be the responsibility of the Department to see that Members working fires shall be relieved after six (6) continuous hours, or such shorter period as the Chief or Assistant Chief considers warranted in view of extreme weather or temperature conditions.

ARTICLE 28- MEDICAL EXAMS

Section 1. Members shall receive a complete medical examination every twelve (12) months, paid for by Metro Government, at a facility of Metro Government's choosing and not given by the Fire Department physician. Members aged thirty (30) years or older shall receive in addition to the regular medical exam a qualified EKG test and such other medical tests as may be required because of age. Should any medical difficulty be found, both the Member and Metro Government shall be notified immediately, indicating the extent and seriousness of the medical difficulty and a recommendation on whether the Member should remain on duty or report to work. Each Member shall, upon his or her written request within ten (10) days after the medical examination, be furnished a complete record of results of said medical examination.

Section 2. A stress EKG shall be given to Members each year who are thirty (30) years of age or older, upon request.

Section 3. Metro Government shall provide, at no cost to the Member, an annual flu shot for all Members who request them.

Section 4. Members who perform Emergency Medical Technician and Paramedic duties shall be required to have certain additional tests run on an annual basis as part of any medical surveillance program required by applicable Federal, State and Local laws, regulations and emergency operations plans. The Metro Government following a specific known exposure may require additional testing and medical surveillance.

Section 5. Members will not be required to answer questions when taking their medical exams that would implicate their participation in any illegal activities.

Section 6. In the event a Member disagrees with the results of an examination offered by Metro Government, he may be examined by a licensed medical practitioner of his choice, at his expense. If the two (2) medical reports conflict, the reports and contact information for both examining physicians shall be forwarded to the Fire Department Physician for review and consultation. The Fire Department Physician shall make the final determination. The procedure for appeal of the results of a medical examination under this Section shall not apply to medical examinations conducted in connection with in-line-of-duty injuries or workers compensation claims.

ARTICLE 29 - DRUG TESTING POLICY

Section 1. Statement of Policy

Metro Government and the Union recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective fire and rescue services for and service to the citizens of Louisville Metro by maintaining a drug-free workplace.

Section 2. Notice of Policy

All Members shall be provided a copy of this Policy and all newly hired Members will be provided with a copy of it on or about their initial date of hire. No Member shall be tested before a copy of this Policy is provided to him/her.

Section 3. Definitions

(A) "Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.

(B) "Reasonable Suspicion" means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations that would suggest that a Member may be in violation of this policy.

(C) "Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

Section 4. Prohibitions

Members shall be prohibited from:

(A) Reporting to work or working under the influence of illegal drugs.

(B) Consuming or possessing illegal drugs at any time while on duty, or anywhere on any Metro Government premises or in any Metro Government vehicles, except when authorized in the line of duty.

(C) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty.

(D) Abusing any prescription drug.

(E) Failing to report immediately to the Fire Chief's office any duty-related restrictions imposed as a result of prescription medications they are taking.

Section 5. Drug Testing Permitted

(A) Reasonable Suspicion. Where Metro Government has reasonable suspicion to believe that a Member is: (a) abusing prescription drugs; or (b) possessing or using illegal drugs, Metro Government shall have the right to require the Member to submit to drug testing as set forth in this Policy. Members shall not be subjected to random medical testing involving urine analysis or other similar or related tests for the purpose of discovering possible drug abuse, except as specifically provided for this Policy.

(B) Random Testing. During the workday, all Members are subject to random testing for drugs. The annual number of such random tests shall not exceed fifty percent (50%) of the number of employees of the Department subject to testing as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. Metro Government shall select employees for random testing using an approved random number generating computer program. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

Section 6. Test To Be Conducted

In conducting the testing authorized by this Agreement, Metro Government shall comply with the following:

(A) The lab selected to perform drug tests shall be federally certified to do drug testing.

(B) After initial identification confirmation, the specimen collected from the Member shall be identified only by the Member's social security number or acceptable coding throughout the testing process.

(C) A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.

(D) The standard ten (10) panel drug screen shall be used by the testing laboratory.

(E) Metro Government's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months (provided written notice is given the lab by Metro Government before the expiration of the 12-month period) or for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.

(F) Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's own expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.

(G) Metro Government will require that its drug testing lab report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that a Member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Policy, a positive drug test results means the presence of drugs and/or their metabolites in a Member that is equal or exceeds the levels set forth in this Policy.

(H) Provide each Member tested with a copy of all information and reports received by Metro Government in connection with the testing and the results.

(I) Testing Procedures

		Initial Test Level (ng/ml)[1]
1.	Marijuana metabolites	50

[1] Nanograms per milliliter

2.	Cocaine metabolites	300
3.	Opiate metabolites	20002
4.	Phencyclclidine	25
5.	Amphetamines	1,000

All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

Confirmatory Test Level (ng/ml)

1.	Marijuana metabolites3	15
2.	Cocaine metabolites4	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
4.	Phencyclclidine	25
5.	Amphetamines	
Amphetamine	500	
Methamphetamine	500	

Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

Section 7. Drug Testing Standards (HHS Standards)
All testing will be done pursuant to Federal Standards.

Section 8. Disciplinary Action

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223 ng/ml if immunoassay specific for free morphine

3 Delta-9-tetrahydrocannabidol-9-carboxylic acid.

4 Benzoylecgonine.

A Member who tests positive for illegal drugs shall be subject to discharge.

Section 9. Employee Assistant Program

Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Policy. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Policy for seeking such assistance.

Section 10. Records Retention and Use

Records of a positive drug test or refusal to submit to such test as provided in the Policy shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, CSB (Civil Service Board) appeal or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

Section 11. Changes in Testing Procedure

The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedures that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

Section 12. Conflict With Other Laws

This Policy does not supersede or waive any rights that the Member may be entitled to under the Federal or State constitutions or laws. Any action taken pursuant to the Policy, including any positive test results shall not be used as evidence or otherwise in any criminal proceeding against the Member.

ARTICLE 30- TRAINING AND CERTIFICATION

Section 1. All certification or recertification of EMTs shall be done on duty at no cost to the Member covered under this Agreement.

Section 2. Remedial training may be instituted in cases of inefficiency and recurring problems in order to improve an individual's performance. (Example - driving a manual transmission apparatus, pump operation failures, etc.) The remedial training is to benefit the individual and protect both the Metro Government and the individual Member from liability.

Section 3. Metro Government agrees to participate in the Kentucky Professional Firefighters Foundation Program Fund as it is currently established in KRS 95A.200 through KRS 95A.300.

ARTICLE 31 - PROMOTIONAL PROBATIONARY PERIOD

Promotional probationary periods shall be one (1) year in duration in accordance with Civil Service Rules and Guidelines.

ARTICLE 32-MILITARY LEAVE

Section 1. Pursuant to KRS 61.396 and KRS 61.394, 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, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this State or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days, which may be taken in blocks of twelve (12) or twenty-four (24) hours. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 2. Should a Member be inducted or enlisted into active duty in the Armed Forces of the United States, he or she shall be granted a leave of absence, without pay, for the duration of his or her original term of service. He or she shall accrue seniority the same as he or she would under continuous employment in the Louisville Fire Department, provided, however, that upon his or her return to duty, he or she successfully completes his or her probationary period.

Section 3. A Member inducted or enlisted into active duty with any Reserve Unit or the National Guard for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance at the same level as active Members at the same cost as active Members.

ARTICLE 33-FAMILY AND MEDICAL LEAVE

It is intended that Metro Government shall comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and that Metro Government may promulgate policies in furtherance of the FMLA that do not conflict with this Agreement or the FMLA unless this Agreement conflicts with the FMLA.

ARTICLE 34- LABOR/MANAGEMENT COMMITTEE

Section 1. A Member when appropriate may be appointed to the labor-management committee consisting of three (3) union representatives, as appointed by the Union President, and three (3) Fire Department representatives. The committee shall meet upon request of either party but shall not be required to meet more than once every calendar quarter.

Section 2. The labor-management committee shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change this Agreement.

ARTICLE 35- MISCELLANEOUS PROVISIONS

Section 1. Legal Protection

Metro Government shall provide legal representation and indemnity to Members pursuant to the provisions of KRS 65.200 through KRS 65.2006, inclusive, and Metro Code of Ordinances Sections 35.180-35.183, inclusive.

Section 2. Promotions and Vacancies/Agreed Judgment

Metro Government agrees that is shall abide by the Agreed Judgment, Jefferson Circuit Court, Chancery Branch, Third Division, Action No. 85432 where the same is applicable.

Section 3. Equal Representation

In the event that a board or panel is used in the evaluation of Fire Department personnel for any reason, there shall be minority representation on the board or panel.

Section 4. Personnel Policy

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto that may be made during the term of this Agreement shall apply to Members. A current copy of the Metro Government's Personnel Policies shall be made available for inspection by the Members at each Fire Department location.

Section 5. 40-Hour/56-Hour Conversion Rate

Members who change from a 40-hour to a 56-hour schedule shall have any accrued leave or sick hours converted in the following manner:

Conversion factor 56/40 = 1.4

The accrued hours shall be multiplied by the conversion factor of 1.4

Example:

Hours accrued at 40-hour rate	200	hours
Conversion factor	1.4	
Hours available at the 56-hour rate	280	hours

Members who change from a 56-hour to a 40-hour schedule shall have any accrued leave or sick hours converted in the following manner:

Conversion factor 40/56 = 0.714

The accrued hours shall be multiplied by the conversion factor of 0.714

Example:

Hours accrued at 56-hour rate	200	hours
Conversion factor	0.714	
Hours available at the 40-hour rate	142.8	hours

Members with sick leave and vacation time, accrued while on a 56 hour schedule, shall have it converted as described above for the purposes of pension credit and vacation time payout upon retirement from the Department.

Section 6. Funeral Leave

In the event a death occurs in a Member's immediate family, the Member shall be granted up to three (3) calendar days of leave in succession with pay at the rate the Member would have earned in those three calendar days on the Member's regular work schedule. The immediate family consists of a Member's spouse, children, stepchildren, parents, parentsinlaw, brother-in-law, sister-in-law, stepparents, aunts, uncles, niece or nephew, grandparents, grand parentsinlaw, brothers, stepbrothers, sisters, stepsisters, grandchildren, legal guardian (present and former), and any member of a Member's household. Funeral Leave will not be granted beyond (14) days after the date of death.

To receive paid funeral leave, the Member shall communicate with his/her immediate supervisor as soon as practical before the time set for beginning work. Time off for funeral leave shall be computed as time worked. Upon request, proof of death shall be furnished.

Section 7. Modified Duty

In the event a Member experiences a long term illness or injury, the Member will be afforded the opportunity to work in a modified duty capacity with the approval of the Member's treating physician as well as the Fire Surgeon.

Modified duty offers/assignments will be in accordance with Metro Government policy. The Department will make every effort to accommodate the Member's normal work schedule when offering a modified duty position.

ARTICLE 36- ENTIRE AGREEMENT

Section 1. Metro Government and the Union shall not be bound by any requirement, which is not specifically stated in this Agreement. Specifically, but not exclusively Metro Government and the Union are not bound by any past practices or understandings of Metro Government or their predecessors. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. The Union and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 1 Section 1 and that during the term of this Agreement, neither Metro Government nor the Union will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

Section 3. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from a Metro Government representative and the representatives of the Union.

Section 4. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 37- TERM

Section 1. This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 1, 2014, through June 30, 2020. It shall be presented to the Metro Council pursuant to LMCO Sec. 35.057.

Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than sixty (60) days prior to June 30, 2020.

Section 3. Metro Government intends to continue the special employment benefit provisions (fringe benefits) of this Agreement upon expiration of this Agreement during the pendency of good faith negotiations for a new collective bargaining agreement. Metro Government agrees that such benefits shall not be arbitrarily terminated.

N WITNESS WHEREOF, the parties have affixed their signatures this 22nd day of June, 2015.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

DATE: 6/22/15

LOUISVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 345

BY: _____
BRIAN C. O'NEILL, PRESIDENT

DATE: 5/9/15

APPROVED AS TO FORM:

_____
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY