COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

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

EFFECTIVE DATE: July 1, 2013

EXPIRES: June 30, 2018

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "Agreement") has been entered into this 28th day of June, 2013, 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") and certain employees of MetroSafe.

ARTICLE 1– SCOPE

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 below the rank of Fire District Chief in the job classifications listed in Addendum A. For the purposes of this Agreement the term "Members" means employees covered under this Agreement.

Section 3. In the event a new classification is created within the Fire Department, Metro Government shall meet with the Union to discuss the possible inclusion of the new classification within fourteen (14) days after the new classification is adopted. If the parties cannot reach Agreement regarding inclusion or exclusion of the new classification, the parties will proceed in accordance with the Kentucky Labor Board.

Section 4. No Member shall be required to conform to any form of residence requirement.

Section 5. 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 or MetroSafe Director 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/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 biweekly 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 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 seven (7) Members and the Union President 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 and Director of MetroSafe of the dates and times needed to conduct business relating to negotiations between Metro Government and the Union. The Fire Chief and MetroSafe Director 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 to the expiration date of the Agreement and during any extensions of the Agreement.

Section 2. **Grievance Representation**. A maximum of three (3) Members 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 or MetroSafe Director.

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 give 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 working days leave with pay in any given fiscal year and ten (10) twenty-four 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 four representatives 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 hour working days leave with pay in any given fiscal year and ten (10) twenty-four 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.** Four (4) Members, 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 Department 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. This section does not apply to MetroSafe. If Members in MetroSafe attend wakes and funeral services, they will represent MetroSafe.

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 and/or the MetroSafe Director. 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. The seniority of a Member shall commence on the first date of employment with the Department. 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 lay-off.
d. 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 goes on the payroll of the Department 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 seniority.

Section 4. Metro Government shall furnish a seniority list to IAFF Local 345 Secretary/Treasurer by electronic mail, with a read-receipt to assure that the list is received, on an annual basis and shall post the seniority list by February 1 of each year on all bulletin boards provided within Department Fire Units and Properties and within MetroSafe.

Applicable to MetroSafe Members:

Section 5. MetroSafe employees' seniority number shall be determined first by hire date, second by application date and lastly by application time. This shall be a blended list consisting of both Teamsters and Local 345 Members.

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

I. For all Members other than Members in MetroSafe

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, Standard Operating Procedures ("SOPs") and Metro Government Personnel Policies. 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 District 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 SOPs within twelve (12) months of the date of issue or 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 may be utilized for the distribution of Fire Department Rules and Regulations, SOPs and/or Memoranda.

II. For Members in MetroSafe

Section 1. Metro Government will provide the Union and the Chief Steward copies of all new METROSAFE rules, regulations, policies, and procedures that affect the Members prior to the date of implementation.

Section 2. Unless otherwise provided in this Article, electronic media (computers) may be utilized for the access and distribution of EMA/MetroSafe Rules and Regulations, SOPs and/or Memoranda.

Section 3. Directives issued in memo form shall be updated in Rules and Regulations and/or SOPs within twelve (12) months of the date of issue or shall become null and void.

ARTICLE 9 – METRO GOVT. 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 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. 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

I. Applicable to all Members except Members in MetroSafe

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 and/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 six (6) 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.

II. Applicable to Members in MetroSafe

Section 1. Each Member or the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and pursuing his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

Section 2. Written grievances provided for herein must contain the following:

(a) Signature(s) of the grievant(s)
(b) Specific statement of allegation or violation;
(c) Synopsis of the facts giving rise to the alleged violations;
(d) Date of alleged violation;
(e) Specific relief or remedy requested.

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of grievances.

Section 4.

(a) The grievance in the first instance shall be presented to the immediate supervisor by the Member within seven (7) calendar days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action.

(b) If not satisfactorily adjusted at this level within seven (7) calendar days, the Member or Union may reduce the matter to writing and refer it to the Director, who shall act within seven (7) calendar days.

(c) In the event that the decision of the Director is adverse to the grievance of the Member or Union, the Member or Union may request review by the Mayor or his designee within seven (7) days, and receive a decision within ten (10) calendar days.

(d) In the event that the decision of the Mayor/designee is adverse to the grievance of the Member or Union the Member or Union may request mediation/arbitration by the Louisville

Labor Management Committee. The mediator/arbitrator shall have authority to meet with the grievant and authorized representatives of the Employer and the Union and make procedural rules consistent with this Agreement. The mediator/arbitrator shall first make every reasonable effort to resolve the grievance as promptly as practical in a manner satisfactory to both parties. If unsuccessful, the mediator/arbitrator shall hold a formal hearing and issue a written decision within a reasonable time, but no later than thirty (30) days after the date of hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth finding of fact and conclusion.

Section 5. A Steward of the Union designated to represent a Member shall be paid for all time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings.

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

I. Applicable to all Members except those in MetroSafe

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 have the right of Union representation, if requested.

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 give to the complexity of the incident and the nature of the investigation and the number of pending actions 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, of 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.

II. Applicable to Members in MetroSafe

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. Counseling shall not be introduced as evidence at any promotional hearings.

Any disciplinary action taken for minor infractions shall be progressive and will include:

(a) counseling (one on one)
(b) written warning
(b) written reprimand

(c) suspension
(d) discharge

Section 2. Disciplinary action up to and including written reprimands shall be effective for a period of six (6) months from the date discipline is issued. Written notice of suspension(s) shall be effective for a period of twelve (12) months from date the suspension day(s) is served. Written notice of suspensions or discharge, shall be given the Member with a copy to the Steward and the Union office. Progressive action will only be advanced when the incident is of a like nature.

Section 3. No Member shall be disciplined, suspended or discharged because of race, color, creed, national origin, sex, age (over the age of 40), sexual orientation, political or religious affiliation or Membership in any labor or lawful affiliated organization, or because of discriminating personal dislikes.

Section 4. A copy of the appropriate form applicable to each Member whose employment is terminated for any reason shall be furnished by Metro Government to the Union within a reasonable period following such termination.

Section 5. (a) When a Member is recommended for suspension because of progressive action, the Member shall remain on the payroll until a final decision of the Director to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure at the next level.

(b) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director of Human Resources has been held. Thereafter the Director or designee shall have ten (10) days to hold a review of the termination unless agreed otherwise by mutual consent. The Union Steward and/or the Union representative shall be present at the review. The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within ten (10) days. If the termination is affirmed, the Member shall be suspended without pay until the grievance has been finally determined.

(c) A Member who is terminated for just cause shall be suspended immediately and may proceed at the Member's election with the grievance procedure, or appeal through the Civil Service Board in accordance with Metro policy.

(d) A Member does not accrue leave time while on suspension unless the Member returns to duty.

Section 6. Metro Government shall not transfer a Member for any arbitrary, punitive or discriminatory reason.

ARTICLE 13 - DUTIES OF MEMBERS

Section 1. The duties of Members shall be the control, extinguishment and prevention of fire in the Urban Services District ("USD") together with such other duties that are reasonably related thereto, emergency duties pertaining to the foregoing, and to the protection of life, limb and property in cases of actual or threatened disaster from natural or man-made events such as fire, flood, noxious substances or other disasters.

(A) ***Line Fire Fighters***

1. As used herein, the term "Line Fire Fighters" means Members holding Civil Service Classifications as Fire Fighters, Apparatus Operators and Company Commanders, and Training Officers not otherwise assigned or detailed. The normal duties of Line Fire Fighters are as currently set out in Civil Service Job Classification Nos. 8745, 8739, 8727, 8724, 8718, 8715, and 8733. All Members certified as an EMT through the Department, or hired with such certifications, shall maintain their certification at the Department's expense.

2. Line Fire Fighters shall perform routine and special duties relating to housekeeping and equipment maintenance, but shall not be required to clean windows on a daily or weekly basis and may not usually be required to wash walls, ceilings, etc. other than spring-cleaning once per year. Members shall not be required to make structural repairs or alterations to Fire Houses or to normally perform functions that are customarily performed for the Division of Fire by other Metro Government agencies or by commercial establishments.

3. ***Suppression Bureau Inspection Program.*** The Fire Chief will identify areas within fire company inspection districts that will be surveyed during the year. Within the prescribed area, fire companies will make or attempt to make contact with the owner/occupant of each dwelling unit to:

a. Assess commercial/industrial properties for a pre-incident familiarization
   i. Determine presence/location of fire protection systems and/or devices
   ii. Determine location of utility controls
   iii. Determine access points of the structure
   iv. Determine presence/location of potentially hazardous conditions

b. Access private dwelling for:
   i. Presence of a working smoke detector
   ii. Offer to check existing detectors
   iii. Offer to install detectors
   iv. Distribute safety educational material
   v. Offer to accompany and assist the owner/occupant in conducting a safety survey in the home.

c. Additional inspections may be required at the discretion of the Chief of multi-family dwellings and on "target" hazards in accordance with NFPA Standards within the Fire Inspection District.

Designated fire companies shall complete a minimum of twenty (20) hours per month suppression company inspection fieldwork by each company on each platoon. Each fire company will forward survey results on a monthly basis. As companies may not be able to complete this monthly requirement due to other factors, companies must provide a minimum of sixty (60) hours field inspection work per quarter on the suppression bureau inspection program.

4. ***Municipal Water Supply.*** Line Fire Fighters shall not be required to inspect fire hydrants or service fire hydrants, or remove grass and weeds from around the immediate area of a fire hydrant.

(B) ***Automotive Service Facility.***

The normal duties of personnel assigned to the Automotive Service Facility are as currently set out in Civil Service Job Classification Nos. 1064, 7921, 7918, 7915, 7912, 1972, 7925, 1987 and 7909. Except in emergencies, they will not be required to perform other duties or work assignments.

(C) ***Fire Prevention Bureau, Arson Squad.***

The normal duties of Members who are assigned or employed or temporarily detailed to the Fire Prevention Bureau are as currently set out in Civil Service Job Classification Nos. 8769, 6724, 6721, 6718, 8766, 8763, 4245 or 6218. Except in emergencies, they will not be required to perform other duties or work assignments, and shall not be required to perform personnel type investigations of Fire Department Personnel, except for arson related matters.

(D) ***Fire Training Academy.***

The normal duties of Members assigned or employed or temporarily detailed to the Fire Training Academy are as currently set out in Civil Service Job Classification Nos. 2945, 8733 and 2942, to include 8718 personnel assigned to the Academy. If no 8715 personnel accept the assignment, the Chief may assign to the Academy 8715 personnel for no more than one year. That person(s) has the option of remaining for a longer period. Except in emergencies, they will not be required to perform other duties or work assignments.

(E) ***Administrative and Support Services.***

The normal duties of Members who are assigned or employed by the Department, as clerical and custodial Members at such properties or buildings under the jurisdiction of the Fire Department and of this Agreement are as currently set forth in Civil Service Job Classification Nos. 3436, 3230, 3251, 6524, and 1539. Except in emergencies, they will not be required to perform other duties or work assignments.

(F) ***Communications Bureau.***

The duties of Members in the classification of Communication Dispatcher – U43 shall be the same as those employees of MetroSafe classified as MetroSafe Communication Specialist II; the duties of Members in the classifications of Communications Specialist I-U43 and Communication Specialist III-U43 shall be the same as those employees of MetroSafe classified as Telecommunications Supervisor I.

Section 2. *Jurisdiction.* Members shall respond to all appropriate alarms with respect to persons and properties within the corporate limits of the Metro Government's 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 shall divide line firefighters into three (3) Platoons. Each Platoon shall be on duty for twenty-four (24) consecutive hours, after which the Platoon serving twenty-four (24) hours shall be allowed to remain off duty for forty-eight (48) consecutive hours, except in cases of emergency and as provided for in the Agreed Judgment. The normal workday for 56-hour Members will be from 0800 hours to 0800 hours. The practice of roll call shall continue.

Section 2. The workweek for Fire Prevention Inspector Trainee, Fire Prevention Inspectors I and Fire Prevention Inspectors II, except as otherwise provided herein, shall be 0700-1700 hours, ten (10) hours per day, four (4) days per week, Monday through Thursday or Tuesday through Friday.

Section 3. Arson Bureau Members shall work a schedule that provides coverage seven (7) days a week, twenty-four (24) hours a day. This schedule is a combination of four 10-hour workdays; five 8-hour work days, and may include some on call periods. It is understood that scheduling adjustments may be necessary to compensate for high demand periods, vacations, sickness, etc.

Section 4. The workweek for personnel assigned to the Training Bureau, except for clerical and custodial Members, shall be a variable 40-hour week including Saturday and Sunday as determined by the Fire Chief. Work that exceeds forty (40) hours per week and multiple alarm responses shall be paid for at the overtime rate. Training Bureau personnel shall have their work schedule posted on the bulletin board in their work area. This schedule should provide adequate staffing for the Fire Academy during the normal business hours. It is understood that scheduling adjustments may be necessary to compensate for high demand periods, classes, vacations, sickness, etc. All Training Bureau Members will be notified five (5) days in advance of regular schedule changes whenever possible. The Department may discontinue this variable 40-hour week with a thirty (30) day written notice.

Section 5. Members in MetroSafe

a. Members shall have a regular starting time with permanent shifts and scheduled off days. The number of hours worked shall not exceed sixteen (16) hours with at least eight (8) hours between shifts within a twenty-four (24) hour period.

b. The work week shall consist of a guaranteed forty (40) hours of work per week, if ready, willing and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement to work the forty (40) hours per week guaranteed by Metro Government.

c. Members shall be entitled to a thirty (30) minute paid meal break and two 10-minute paid breaks per workday for each eight (8) hours worked.

Section 6. A maximum of four (4) Members of the Automotive Service Facility, subject to advance approval of their supervisor, may start their shifts at 0700 hours and conclude

at 1500 hours, eight (8) hours per day, five (5) days per week, Monday through Friday. In the event of an emergency situation, this schedule may be altered, but not terminated.

Section 7. The work week for all other 40-hour personnel not included above shall be an eight (8) hour per day, five (5) days per week, Monday through Friday, no earlier than 0700 hour and no later than 1800 hour to be set by the Fire Chief or designee.

Section 8. Members shall provide one (1) current telephone number to their respective Company Commanders, with a copy to the Fire Chief or the MetroSafe Director for the purpose of communication with the Department during off-duty hours.

Section 9. Members assigned to forty (40) hour rotating shifts shall have their work schedules posted on the bulletin board in their work areas, shall be notified five (5) days in advance of changes to their regular schedule, and shall be off a minimum of twenty-four (24) consecutive hours prior to reporting for their next scheduled shift, except in cases of emergency.

Section 10. With prior approval of their supervisor, Members on a forty (40) hour work week may be allowed to flex their time to offset such things as doctor appointments for a period of not more than four (4) hours in a standard workday. The flex schedule must be completed within the same standard workweek.

ARTICLE 15 – OVERTIME

I. Applicable to all Members except Members in MetroSafe

Section 1. A Member will receive one and one-half (1 1/2) times his regular hourly rate of pay for all hours worked in excess of forty (40) in any one (1) workweek (Sunday through Saturday). Implicit in this Agreement is the understanding that under no circumstances will a Member be compensated at a rate greater than one and one-half (1 1/2) times his regular hourly rate of pay for any one (1) hour worked. KRS 95A.250 excludes the Kentucky State Supplement Incentive Pay from the Members' scheduled overtime calculation. This Agreement shall not grant a contractual right to include the Kentucky State Supplement Incentive Pay in a Member's scheduled overtime calculation for any purpose.

(a.) 56-hour Members. Unscheduled overtime shall be allotted as near as possible, equally among districts and ranks. The method used for allotting unscheduled overtime shall be as follows:

1) The overtime needs for the Department shall be determined daily.
2) The total number of personnel needed for overtime shall be allocated, as near as possible, equally among the Ranks.
3) Each District will allocate overtime, as near as possible, equally among ranks, based upon Department seniority, by District or Bureau, by platoon. This allocation shall start at the rank of Captain and proceed downward, one at a time, until all overtime is filled. If the Department does not have an opening for a particular rank, then that particular rank shall be skipped and the process continued. (ex. If the department is to hire 7 personnel, and needs only 2 Captains and 1 Sergeant, then the hiring shall proceed as follows: 1 Capt., 1

Sgt., 1 FF.; 1 Capt., 0 Sgt., 1 FF.; 0 Capt., 0 Sgt., 1 FF.; 0 Capt., 0 Sgt., 1 FF., for a total of 7.)

4) After 0800 hours, all subsequent unscheduled overtime for any particular duty day shall be filled slot for slot. The District Chief may give consideration to the qualifications of the Member to fill the position.
5) The Platoon on duty preceding the Platoon the overtime occurs on shall be used to allot said overtime.
6) In the event a Member(s) report(s) to duty causing an excess of personnel to have been placed on overtime, then the last person selected shall be relieved of duty.
7) On each subsequent day, the overtime selection process shall start over at the Captain rank first and proceed as explained in #3.
8) Overtime hiring for special events may be altered or amended by mutual Agreement of the Division and the Union.

In the event there is no one available in that District to work overtime, the District's numerical designation preceding the numerical designation of the District from where the overtime is being hired will be the next District to be used to obtain personnel to fill the overtime need (Example: The Fourth District would proceed to the Third District to the Second District.) The only time the Member is ineligible to work overtime is when the Member is off sick/injured.
After this method has been exhausted and there is still a need to have a Member work said unscheduled overtime, the same method would be used to select from the remaining Platoon.

(b) 40-hour Members.

Overtime shall be allotted on the basis of departmental seniority by the District or Bureau, by rank or classified position.

(c) Once a Member works unscheduled overtime or if he or she refuses to work unscheduled overtime or there is no contact, he or she will be automatically passed by until a complete cycle of the District or Bureau seniority list has been completed. After that cycle has been completed, it will be started over again.

(d) All Members in classifications 8718 and 8733 assigned to the Training Academy will be eligible to work overtime in a 56-hour slot at the 56-hour rate. These Members shall work in their previous 56-hour position. The Member shall not be allowed to flex time to receive overtime. These Members shall work their regular workweek and only be called when on scheduled off days, weekends or holidays. They shall be placed into one (1) of the four (4) district overtime lists and be called when they are eligible. If during regular workweek they shall be given a N/A and not be called.

Section 2. Any Member who is mandated to hold over at the completion of the Member's regularly scheduled shift shall receive a minimum of two (2) hours overtime pay, and may be required to work the full two (2) hour period. If the Member is released and elects to leave prior to the two (2) hours, he will only be paid for the actual hours worked.

Section 3. As provided for in Kentucky Revised Chapter 95, Members may be called in or required to stand-by for emergencies. The Platoon of Fire Fighters going off duty on the day of the emergency shall be the first Members called in or required to stand by for such emergency. Department Personnel shall be assigned to perform emergency duties prior to other personnel, except as provided under mutual aid. However, any Fire Personnel working under mutual aid shall be relieved as soon as on-or-off duty Line Personnel of the Department are available to cover the USD properly.

Section 4. No Member shall be ordered to remain in stand-by or on-call when off duty except during emergencies as authorized by the Fire Chief. In the event a Member is ordered to remain on duty, it shall be done according to position in reverse order of Seniority. Members of the Arson Squad may elect to remain on stand-by in order to facilitate various work schedules.

Section 5. All overtime in the Fire Prevention Bureau shall comply with this Article Section (1) (b). If no Member accepts the overtime, then it shall be passed to any other qualified Member who shall be placed on a list of Members on a volunteer basis. This list shall be established effective on July 1st, and updated each fiscal year.

II. Applicable to Members in MetroSafe

Section 1. Members shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. Hours actually worked do not include any paid leave taken during a workweek. There will be no pyramiding of overtime. Unpaid leave is not computed as time worked for purposes of overtime.

Section 2. Scheduled Overtime

Scheduled overtime is overtime to fill a regularly scheduled position for which EMA/MetroSafe has at least twenty-four (24) hours' notice of the overtime needed. Overtime will be awarded on the 1st and 3rd Thursday of the month. Members away from work during the entire time of the posting will be required to call and speak to the shift manager or designee if they want to sign up for any scheduled overtime being offered during that period. Members shall contact or call their shift manager or designee on the 1st and 3rd Friday of the month to see if they were awarded any overtime on their off days during their vacation. Scheduled overtime is first offered to the Members on the affected shift by classification/seniority with eight (8) hours superseding four (4) hours. If the overtime is not filled by the Members on the affected shift, the available overtime will be offered to the Members by classification/combined seniority with eight (8) hours superseding four (4) hours. If the overtime need is 24-48 hours in advance, the supervisor will attempt to contact the Member from the scheduled overtime book one (1) time. If no Member takes the overtime, the overtime will become non-scheduled. The overtime will be posted twenty-four (24) hours a day for a minimum of seven (7) days to ensure all shifts have the opportunity to sign up for the overtime. Members are responsible for clearly indicating what portion of the overtime they are requesting (first four (4), last four (4), all eight (8) etc.).

A Member who cancels the awarded overtime is required to do so at least twenty-four (24) hours prior to the date and time the overtime is to be worked. Failure to do so will result in not being granted scheduled overtime and the ability to volunteer for a period of thirty (30) days. The Member will still be required to work mandatory overtime during this period if applicable.

A Member is only allowed to cancel scheduled overtime with less than twenty four (24) hours' notice without penalty for funeral leave covered in Article 36, Section 7.

Section 3. Non-Scheduled Overtime

Non-scheduled overtime is overtime to fill a regularly scheduled position for which EMA/MetroSafe has less than twenty-four (24) hours' notice of the overtime needed. Non-scheduled overtime is first offered to the eligible Members on the affected shift by classification/seniority whom are away from work on a scheduled day off. The supervisor will attempt to contact the eligible Members one (1) time. If time permits, the supervisor will allow a reasonable time for the Member to call back. The off day Members of the affected shift may volunteer for four (4) hours, eight (8) hours if available, or for the number of hours needed; such as, but not limited to two (2) hours in compliance with Article 14, Section 5a.

If the overtime is not filled with an affected shift Member on a scheduled off day, the overtime will be offered to Members on the shift preceding the overtime need by classification/seniority/eight (8) superseding four (4). The preceding shift Member(s) may volunteer for four (4) hours, eight (8) hours, or for the number of hours needed; such as, but not limited to the first two (2) hours in compliance with Article 14 Section 5a. If Members decline the overtime when asked, the Member(s) with the oldest force date on the shift preceding the overtime will be required to work by classification.

After the completion of these procedures, or in the event the overtime is for the last part of the shift only, the on duty supervisor will attempt to contact eligible Members on the shift preceding the overtime to attempt to fill the last four (4) hours etc. of the overtime spot, if needed by classification/seniority. If no Member accepts the overtime on a voluntary basis, the Member with the oldest force date from the preceding shift, who is contacted, will be required to work by classification. A Member from the preceding shift to whom an attempt to contact was made may call back and volunteer for the overtime to eliminate the force of the preceding shift, or a Member away from work on a scheduled off day of the affected shift may call back to eliminate a force as long as the entire overtime is filled.

If the overtime need is known more than two (2) shifts in advance, the overtime will be offered to qualified Members on the affected shift by classification/seniority, then to the qualified Members who are presently working on the shift by classification/seniority eight (8) superseding four (4). If no Member volunteers for the overtime need, then the Member with the oldest force date presently working will be pre-forced by classification for the last four (4) hours etc. The remaining overtime will be filled by the preceding shift the overtime is needed on. Non-scheduled overtime shall not be awarded more than sixteen (16) hours in advance.

Section 4.

Volunteering for eight (8) hours will receive credit for a force.

Upon returning from off days or vacations, a Member cannot bump other Members who have signed up for overtime. Members are eligible to work overtime only on the scheduled off days while on annual leave.

No off day forces shall take place. A Member on an off day or a Member who is unable to be forced, due to restrictions or Article 14, Section 5a, cannot volunteer for the overtime if EMA/MetroSafe is unable to fill the entire slot needed.

Call takers will be able to work call taker overtime only. Dispatchers will be able to work dispatcher overtime only.

Details with at least forty-eight (48) hours' notice will be posted on the two (2) white boards, and an e-mail will be sent out to the EMA/MetroSafe Communication center notifying Members of the overtime need. The e-mail will contain the date the overtime will be pulled and awarded.

Any Member that is awarded non-scheduled overtime (overtime with less than twenty-four (24) hours' notice), may cancel the overtime without being disqualified for thirty (30) days.

ARTICLE 16 - REASSIGNMENT/TRANSFERS/TRADES

I. Applicable to all Members except Members in MetroSafe

Section 1. A Member who has ten (10) years of service in the Fire Department shall not be detailed from his assigned Company, except when it is determined that the Member's knowledge, experience and skill are required to provide efficient fire fighting operations and is in the best interest of the Department, so long as it does not adversely affect the staffing strength or training needs of the Companies affected and the Department as a whole.

Section 2. 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 3. Members are entitled to make written requests through regular department channels within their job classification for re-assignment to other fire companies. Within ten (10) days after such request, the Department's Personnel Director shall reply in writing to the Member, citing either approval, reasons for disapproval, or the request will be filed if there are no vacancies. If a vacancy occurs after a request has been filed, the requesting Member's seniority will be considered by the Chief when determining assignments. Should no one request the job assignment, then the Chief shall assign qualified personnel to fill the assignment.

Section 4. When vacancies occur in the Fire Prevention Bureau and Arson Bureau, Members are entitled to make written requests through regular department channels within their job classification for such assignment. Within ten (10) days after such request, the Department's Personnel Director, shall reply in writing to the Member. Should no one request the job assignment, then the Chief shall assign qualified personnel to fill the assignment.

Section 5. Members shall, with the approval of their Company Officers, 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 6. Members assigned or detailed to the Fire Prevention Bureau, Chief's Office, Fire Training Academy, Automotive Repair Facility, Arson Bureau, and such other classifications or positions agreed upon between the Union and Metro Government, shall be entitled to make trades so long as each party is qualified to perform the duties of the other, subject to approval of his or her immediate superior officer. In addition, a Member in the Fire

Prevention Bureau assigned to a 4-day, 10-hour schedule is allowed to make a 5-hour or 10-hour self-trade within the same workweek with the approval of his or her immediate superior officer.

Section 7. All trades shall be made in compliance with the provisions of the Rules and Regulations and SOPs of the Department, as currently revised, not in conflict with this Article.

II. Applicable to Members in MetroSafe

All trades shall be made in compliance with the provisions of MetroSafe's Rules and Regulations and SOPs.

ARTICLE 17 – PROMOTIONS AND VACANCIES

Section 1. All promotional vacancies shall be filled within ninety (90) days after the vacancy occurs unless the position is eliminated by Metro Government. This shall be the regular procedure followed pursuant to the Agreed Judgment of the Jefferson Circuit Court, entered October 28, 1965, in the action styled Louisville Professional Fire Fighters Local 345, et al v. City of Louisville et al. (Chancery Branch, Third Division, No. 85432) (hereinafter "Agreed Judgment"). (Attached hereto as Addendum E.)

Section 2. When permanent vacancies occur in positions covered by this Agreement because of promotions, resignations, involuntary terminations or retirements, such vacancies, if filled, shall be filled in accordance with the Kentucky Civil Service laws applicable to consolidated governments. If an exam is to be given, notice shall be posted at least twenty-one (21) days prior to such exam being given.

ARTICLE 18 – STAFFING

Section 1. Fire companies shall have the following staffing levels:

a. Two (2) special units will be staffed with five (5) Members each. Those units will consist of the primary hazardous material company and the primary water rescue company.
b. Engines and trucks will be staffed with four (4) Members each.

Section 2. All companies shall be staffed as described above unless:

a. Members are off for a period of eight (8) hours or less (in addition to travel time).
b. If the number of Members off for sickness exceeds four (4), per day, then for each number of Members over and above four (4), a company may be reduced accordingly.
c. If the number of Members off for injury and or assigned to Louisville Metro Government's return to work program exceeds five (5), then for each number of Members over and above five (5), a company may be reduced accordingly.
d. Positions of Members that use approved Military leave for a period less than twenty-four (24) hours in a duty day shall not be backfilled.

e. 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.

Section 3. Metro Government reserves the right to adjust the staffing levels for structure changes upon notice to the Union, such notice shall be thirty (30) days prior to implementation of any such proposed changes and shall meet with the Union upon request.

Section 4. During the term of this Collective Bargaining Agreement, there will be no layoffs of Members.

ARTICLE 19 – DIFFERENTIAL

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 20 – SCHEDULE OF PAY AND LONGEVITY

Section 1. Annual Pay increase

The base hourly rate for Members effective upon approval of this Agreement shall be as indicated on the Salary Schedule attached. Members shall be placed on the pay grade of the salary schedule based upon the Member's seniority date.

Section 2. Effective for the fiscal year beginning on July 1, 2014 and ending on June 30, 2015, and for each subsequent fiscal year under this Agreement, ending on June 30, 2018, the base hourly pay rate for Members shall be increased by two (2%) percent.

Section 3. Accreditation Bonus

Members hired before July 1, 2013 who provide proof of completion of the below listed IFSAC Certifications by June 30, 2014, except for Members in MetroSafe, shall be eligible for the one-time accreditation payment of one thousand dollars ($1,000.00).

- IFSAC Fire Fighter 1 – Written & Skills
- IFSAC Fire Fighter II – Written & Skills
- IFSAC Haz-Mat Awareness – Written
- IFSAC Haz-Mat Awareness – Written & Skills

Section 4. Staff Bonus

Members in the following job codes as of July 1, 2013, except for Members in MetroSafe, shall be eligible for the one-time payment equal to 1.5% of the annual base salary.

Job Code	Job Title
3230	Fire Secretary

3251	Fire Clerk Typist I
1539	Fire Account Clerk Typist (ASF) I
3436	Fire Information Processing Technician
6524	Fire Custodian
6218	Facilities Maintenance Engineer
2772	Fire Communication Specialist III

Section 5. Members in a 40-hour position that work in an equivalent 56-hour position shall receive the 56-hour rate for the position worked. Members in a 56-hour position that work in an equivalent 40-hour position shall be paid at the 40-hour rate for the position worked.

Section 6. Longevity

A. Longevity 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. A Member's longevity shall be continuous unless terminated for any of the following reasons:

(a) Discharge for cause.

(b) Voluntary resignation.

(c) Lay-off for more than one (1) year for the convenience of the Department;

(d) Failure to report to work for three (3) days without just cause.

(e) Failure to return to work within thirty (30) calendar days without just cause, following recall subsequent to a lay off;

(f) Re-enlistment in the Armed Services.

B. Members, except for Members in MetroSafe, shall be eligible for the longevity pay as set forth in Addendum C, plus a ten percent (10%) longevity increase effective July 1, 2013; a five percent (5%) longevity increase effective July 1, 2014; a five percent (5%) longevity increase effective July 1, 2015; a ten percent (10%) longevity increase effective July 1, 2016; and a ten percent (10%) longevity increase effective July 1, 2017. Longevity pay at the overtime rate shown is the one and a one-half (1½) rate used for overtime calculation involving both scheduled and unscheduled overtime.

C. Members in MetroSafe who have at least seven (7) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of one thousand one hundred and three ($1,103.00) dollars. Members in MetroSafe who have at least ten full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of one thousand three hundred and sixty three ($1,363.00) dollars. Longevity pay will be payable in bi-weekly installments.

Instruction Pay. Members in MetroSafe in the classification of Communications Dispatcher-U43 shall receive one dollar and .40 cents ($1.40) per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective employees' jobs. MetroSafe shall have the exclusive right to determine the eligibility for and the number of hours per shift or work week that such an "instructor" shall receive "instructional" pay.

Section 7. Members assigned to Hazardous Rescue Units (Dive Team, Hazardous Materials Unit or Heavy Urban Rescue Team) and are certified as required by the Department shall receive thirty-five cents ($.35) per hour in addition to their regular hourly rate of pay.

ARTICLE 21 – 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 22 - CLOTHING AND PERSONAL EFFECTS

Section 1. All new Members required to wear uniforms or to be provided equipment as listed in Addendum D shall be furnished, at Metro Government's expense, all initial clothing and equipment approved by Metro Government upon completion of Drill School or one (1) year, whichever is first. The items provided are listed in Addendum D. All clothing and equipment, except items in Section 4 of this Article, become the property of the Member upon completion of the first year of employment.

Section 2. Except as provided herein, Metro Government shall replace any of the items in Addendum D. 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 fire coats and 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 3. Members provided clothing and equipment under Section 1, except Fire Shop Custodial Workers, Fire Apparatus and Equipment Mechanics, having completed one (1) year's service, shall be provided an annual clothing allowance. For Firefighters the clothing allowance shall be nine hundred fifty ($950.00) dollars. For Fire Prevention Bureau, Fire Hazardous Material Specialist and Arson Investigators the clothing allowance shall one thousand ($1000.00) dollars. The clothing allowances shall be payable in two (2) equal installments in October and April 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 4. Upon termination of employment, Members shall turn in to their Company Commanders/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 and Metro ID
h. One face piece, SCBA regulator, and protective bag
i. One pocket mask
j. One wool blanket
k. One fire gear bag
l. All Fire Coats and Bunker Pants assigned after March 1, 2001
m. One accountability tag

Section 5. Apparatus and Equipment Mechanics, Fire Storekeepers, and Fire Maintenance Coordinator shall once each year in the month of November receive five hundred twenty-five ($525.00) dollars for the purchase of tools and equipment used by Apparatus and Equipment Mechanics. Metro Government shall provide insurance to cover tools and equipment owned and used by Apparatus and Equipment Mechanics that are stolen and those items of equipment listed in Addendum D.

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 Department rules, regulations, policies and procedures. Members of the Arson Bureau shall have a protective vest provided to them at Metro Government's expense.

Section 8. 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 9. Metro Government agrees that in the event any changes or additional items are made to the current clothing items listed in Addendum D, the initial items shall be provided at the expense of Metro Government.

ARTICLE 23 – 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. So long as Metro Government provides hospitalization coverage on a self-insured basis, the plans and premiums shall be competitive with the private health insurance market. During the open enrollment starting 2013, 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 the majority pay.

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 (including MetroSafe)

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 benefit.

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 the Article.

ARTICLE 24 – LEAVE DAYS AND SCHEDULING OF LEAVES

I. Applicable to all Members except Members in MetroSafe

Section 1. A Member with more than one (1) year's service with the Department is entitled to an annual leave with pay as provided in this Section.

(a) 56-hour Members shall accrue a cumulative annual/holiday/flex day leave as follows:

Years	Total Duty Days Off
0-1	prorated schedule (below)
1	10 Duty Days
2-4	11 Duty Days
5-7	12 Duty Days
8-10	13 Duty Days
11-13	14 Duty Days
14+	15 Duty Days

(b) 56-hour Members hired after July 1, 2013 shall accrue a cumulative annual/holiday/flex day leave as follows:

Years	Total Duty Days Off
0-1	prorated schedule (below)
1	9 Duty Days
2-4	10 Duty Days
5-7	11 Duty Days
8-10	13 Duty Days
11-13	14 Duty Days
14+	15 Duty Days

(c) After a Member has graduated from Drill School and is assigned to a 56-hour workweek, that Member receives a number of leave days that are prorated according to the number of months worked within the fiscal year the Member was hired. The prorated time shall be calculated as follows:

Months worked 40 hours	Total Prorated Time
1	8.4 hours (8 hrs x .75 x 1.4)
2	16.8 hours
3	25.2 hours
4	33.6 hours
5	42 hours
6	50.4 hours

Months worked 56 hours	Total Prorated Time
1	18 hours (24 x .75)
2	36 hours
3	54 hours
4	72 hours
5	90 hours
6	100.8 hours

Annual leave granted under this paragraph shall be considered time worked for purposes of overtime.

(d) 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.

40-hour Members hired after July 1, 2013, shall accrue annual leave in the following manner:
Members working a five (5) day week, eight (8) hours per day shall be granted nine (9) 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 seven (7) 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.

(e) 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. Annual leave and holidays granted under this paragraph shall be considered time worked for purposes of overtime.

Section 2.

(a.) This subsection shall apply to suppression Members on the 56-hour work schedule. Accrued leave time off will be prescheduled on a fiscal year basis before June 1 of each year as detailed below. Requests will be filled on the basis of seniority by rank and platoon.

i. Members shall be given two (2) rounds in which to select vacation.

ii. The first round, Member may schedule up to fifty percent (50%) of their allotted vacation days, rounding up the nearest whole number, consecutively or individually the first time through the seniority list.

iii. Members may sign up for all of their remaining annual leave accruals the second time through the seniority list. These days may be taken consecutively or individually. Members may hold up to five (5) days out of this scheduling process and schedule them in accordance with subsection iv.

iv. As of July 1 of each fiscal year, Members shall have the option to use any remaining non-scheduled duty days of annual leave throughout the fiscal year by making a request to their District Chief, which request must be made at least fourteen hours (14) prior to the start of the Member's shift. Requests will be approved on a "first come, first serve" basis if there are any accrued leave slots available.

v. If at the end of the fiscal year a Member has not used his/her annual leave days (up to five) withheld from the scheduling process, he or she shall be paid for the total number of unused hours, multiplied by their base hourly rate. This will clear the books for the fiscal year, so there will be no carryover of annual leave.

vi. The maximum number of Members coming under this Article granted leave shall not exceed the number established by rank, departmental seniority by Platoon and Division rules, regulations, and SOPS consistent with normal fire suppression capabilities throughout Metro Louisville at all times. By no later than March 1 of each year for the following fiscal year, the maximum number of Members allowed on leave may be adjusted by the Chief.

vii. If scheduled leave days above become available due to the resignation, termination or retirement of a Member, such leave days shall be posted as available to the Members on a seniority basis. Provided, however, the leave days of the Member taking or being granted the new leave days do not become available.

viii. Members that are transferred to a different Platoon may move their annual leave days one (1) day forward or one (1) day back, or shall be allowed to re-pick any or all of their annul leave days from only available days. Members returning from a military deployment of greater than six (6) months shall, upon return to duty, be allowed to take any unused annual leave days consecutively or shall be allowed to re-pick their days from only available days.

Section 3. This subsection shall apply to all Members on a forty (40) hour a week schedule, while on such a schedule. Members shall be granted annual leave based upon departmental seniority, according to rank and within the bureau which they are assigned, except that Members of the Arson Squad shall choose their vacations in accordance with their rank and seniority within the Squad. Members shall be granted annual leave on a daily or hourly basis subject to advance notice and approval of their supervisors. Members shall be required to use a minimum of one (1) hour. Members 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. Such payment will be made in one (1) payment in the final paycheck of the Member.

Section 4. Emergency annual leave may be granted to Members upon showing the need thereof, provided the Member has accrued leave.

Section 5. 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. Members coming under this Section shall accrue annual leave in the normal method and shall not have a limit placed upon the number of annual leave-days accrued. When the Member returns to duty, he shall be granted the number of annual leave days he has accrued. Upon return to duty, Members having missed leave days due to illness shall re-pick from only available days.

Section 6. Annual leaves for Members shall not be canceled except in cases of emergencies.

II. Applicable to Members in MetroSafe

Section 1. During the time period of November 15 through December 15 of each contract year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. Members will be allowed to pick, by seniority, their primary annual leave period for the coming year. Primary annual leave periods shall not exceed twenty-five (25) consecutive calendar days. Members will be notified within fourteen (14) days of their approved annual leave selection. Senior Members may waive their right to select to a later date, however, they may not displace, or bump less senior Members who have already selected and been awarded their vacations.

Section 2. Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of MetroSafe, commencing on December 15 and ending on December 30 of each calendar year. A secondary annual leave selection may not exceed fourteen (14) consecutive calendar days.

Section 3. After the procedure set forth above, annual leave periods of less than five (5) days shall be scheduled as follows. Members requesting annual leave periods of less than five (5) days may do so without regard to seniority, which request may be granted based upon the scheduling needs of MetroSafe. Such five (5) day or less leave requests shall be approved or disapproved within twenty-four (24) hours from the time of the request. If the request is immediately prior to or immediately following a holiday, the request shall be limited to one holiday selection per pay period.

Section 4. Annual leave with pay shall be granted to all full time Members as outlined below:

Full Years of Service	Annual Accrual Rate
0 year	80 hours
1 year	168 hours
2 years	176 hours
3 years	184 hours
4 years	192 hours
5 years	200 hours
6 years	208 hours
7 years	216 hours

8 years	224 hours
9 years	232 hours
10 years	240 hours
11 years	248 hours
12 years	256 hours
13 years	264 hours
14 years	272 hours
15 years	280 hours

Section 5. Members may take annual leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved prior to use. The Director must approve any accumulation of annual leave beyond the year after that in which it is earned. Under no circumstances shall annual leave accumulate to exceed 480 hours.

Section 6. Upon separation from employment, a Member shall be paid for all accrued, unused annual leave, not to exceed 320 hours. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued leave may not be re-employed by MetroSafe in the same or another position until there has been a break in service at least equal to the number of work hours for which unused leave was paid.

Section 7. Part - time Members shall earn annual leave credit on a pro rata basis. In determining the rate of accrual, the estimated annual hours of the Member shall be divided by the standard annual hours for the job if it were full time to determine the pro rata percentage of normal accrual.

Section 8. All annual leave shall be computed as time worked.

Section 9. Full-time Members, after completion of their probationary period, shall receive one (1) paid personal day per fiscal year. The personal day must be used in the fiscal year it is accrued. This personal day may only be taken with supervisory approval and a minimum of twenty-four (24) hours' notice. Such approval shall not be unreasonably withheld. Time off under this section shall be computed as time worked.

ARTICLE 25 - SICK LEAVE

I. For Members as applicable except for Members in MetroSafe

Section 1. Non-Pool Plan Participants

A. Members who are not Pool Plan participants on a five-day 8-hour schedule shall accrue eight (8) hours of sick leave per month and on a four-day 10-hour schedule shall accrue ten (10) 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 not be considered as time worked for purposes of overtime.

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

C. 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, children of the Member, children of his or her spouse, grandchild, parental grandparents, or other relatives living in the household of the Member. 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.

D. Sick Leave Incentive Plan

Members will accrue one half (1/2) of an incentive day for each three (3) consecutive months without the use of any sick leave. An additional incentive day will accrue for each calendar year (January – December) without the use of sick leave. In total, Members are eligible to earn three (3) incentive days per calendar year (January-December). Members may not accrue more than ten (10) incentive days, nor will Members be paid for incentive days upon termination of employment.

Section 2. Pool Plan Participants

A. Members in the following job classifications: 8745, 8739, 8724, 8727, 8718, 8715, and 8733 are "Pool Plan" participants. Pool Plan participants shall request of the Fire Chief (or his duly authorized representative) paid sick leave. The Chief or his duly authorized representative shall not unreasonably or arbitrarily deny paid sick leave. There shall be no limit on the amount of such leave the Chief may authorize. Sick leave shall be considered as time worked for purposes of overtime.

B. At the end of each fiscal year, the Chief or his designee shall calculate the total number of paid sick hours taken by all "Pool Plan" participants during that fiscal year. The Chief shall calculate the number of paid sick hours in excess of 288 hours taken by any "Pool Plan" participant as a result of catastrophic illness, conditions, or disease including, but not limited to, cancer or lung disease and conditions, serious non-work-related injuries, and pregnancy, which days shall be considered "nonchargable" and which need not be consecutive. The Chief shall determine the total number of paid sick hours "chargeable" to all "Pool Plan" participants by subtracting the number of "non-chargeable" sick hours from the total number of sick hours and shall determine the average use of chargeable sick hours by dividing the total number of chargeable sick hours by the average number of "Pool Plan" participants during that fiscal year using personnel counts on the first day of each month.

C. If in any fiscal year the average number of chargeable sick hours is less than forty-eight (48) hours, then each participant in the "Pool Plan" shall receive a one-time bonus. This bonus shall take the form of additional vacation time, (i.e., time off from a regularly scheduled work day.) The amount of vacation bonus shall be equal to the difference between forty-eight (48) hours and the average number of chargeable sick hours charged. If in any fiscal year the average number of chargeable sick hours is greater than ninety-six (96) hours, then each participant shall pay a one-time penalty; provided, however, no participant shall pay this penalty if the Member uses twenty-four (24) hours or less sick leave in that fiscal year. The penalty shall take the form of lost vacation time after the above-referenced calculations are completed. The penalty shall be assessed by a deduction of accrued vacation leave, even if the Member has to cancel scheduled vacation. The penalty shall be computed by subtracting the total number of

chargeable sick hours from ninety-six (96) times the average number of Pool Plan participants (ninety-six (96) representing hours). This is the total number of hours to be repaid as penalty.

The pro-rata share of the penalty to be repaid by each participant shall be calculated by dividing the total number of hours used by those being penalized into the total number of hours to be repaid. This fraction shall then be multiplied by the number of hours of sick leave used by each individual participant. The resulting figure will determine the total penalty to be repaid by each respective participant, rounded to the nearest one-half (½) hour.

D. If in any fiscal year the average number of sick hours charged to "Pool Plan" participants is greater than or equal to forty-eight (48) hours but less than or equal to ninety-six (96) hours, then there shall be no vacation bonus or deduction. Each fiscal year shall be calculated on its own merit. There shall be no carryover of "unused" sick hours from year to year. To permit the bargaining unit to monitor the usage of the sick leave hours permitted under this program, Metro Government shall provide to the Union President and Secretary/Treasurer quarterly reports indicating the total number of sick leave hours taken to date by Members who are in the "Pool Plan."

Section 3. All Members Above

A. 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 cases in which sick leave abuse is suspected 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 medical certification, he or his designee shall give written advance notice to the Member, and it shall be recorded in the Member's personnel file.

B. To receive paid sick leave, the Member shall communicate with the Member's immediate supervisor or Department head or authorized representative at least one-half hour before the time set 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.

II. Applicable to Members in MetroSafe

Section 1. Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service for all Members hired before July 1, 2013. Sick leave with pay shall be granted to all full-time Members hired on or after July 1, 2013 at the rate of three-quarters (3/4) of a day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall not be computed as "time worked."

Section 2. Unused sick leave may be cumulative without any maximum.

Section 3. Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of

serious illness in the Member's immediate family. The immediate family of the Member shall include parents, wife, husband, children, or other relative living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the Director or designee.

Section 4. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit, except as provided in Section 7 of this Article.

Section 5. Except in cases of emergency, to receive paid sick leave, a Member shall communicate with his immediate supervisor or designee one (1) hour before the time set for beginning work.

Section 6. If and whenever sick leave provisions may appear to be abused, i.e., sick leave abuse is defined as using such leave for other than those purposes as set forth in Section 3 above, the Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including dismissal.

Section 7. In case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit upon the recommendation of the Director and with the approval of the Director of Human Resources. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave. It is understood and agreed that the Member must sign a promissory note with Metro Government agreeing to repay all borrowed time.

Section 8. ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

ARTICLE 26 - BENEFITS FOR INJURY OR DEATH IN LINE OF DUTY

Section 1. This Article applies to Members in the following classifications: 8745, 8739, 8724, 8727, 8715, 8718, 8733, 6718, 6721, 6724, 8763, 8766, 8769, 7909, 7912, 7915, 7918, 7921, 4245, 1064, 1987, 7925 and 1972. Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty 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 in-line-of-duty 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 in-line-of-duty 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.

a. 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.
b. 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.
c. 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.
d. 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 designated beneficiary named by the Member for pension benefits, in addition to applicable pension benefits and life insurance as provided under this Agreement 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 27 - TUITION BENEFITS

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

ARTICLE 28 - 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. (see Article 9)

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.

Section 7. Only qualified Louisville Fire Department mechanics shall perform all preventative maintenance on all rolling equipment of the Department.

ARTICLE 29 - MEDICAL EXAMS

Section 1. Members in the following classifications 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: 8745, 8739, 8724, 8727, 8715, 8718, 8733,6718,6721, 6724, 8763, 8766, 8769, 7912, 7915, 7918, 7921, 4245, and 1064. Such Members age 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 twenty-five (25) Members per year, who are 30 years of age or older, upon request, on a seniority/rotation basis.

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 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 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 to appeal 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 30 - 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 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 Contract.

(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
2.	Cocaine metabolites	300

[1]Nanograms per milliliter

3.	Opiate metabolites	2000[2]
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 metabolites[3]	15
2.	Cocaine metabolites[4]	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
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.

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[2] 23 ng/ml if immunoassay specific for free morphine
[3] Delta-9-tetrahydrocannabidol-9-carboxylic acid.
[4] Benzoylecgonine.

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 31 - TRAINING AND CERTIFICATION

I. Applicable to all Members except Members in MetroSafe

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. The assigned District Chief and/or Chief Training Officer or his designee shall conduct minimum standards evaluations annually at the Louisville Fire Academy. Evaluations shall be forwarded to the District Chiefs, with emphasis on training and corrective action.

Section 3. 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 4. Metro Government agrees that Promotional Training Courses (the Fire Officers Training, Executive Officers Training, and the Drivers Operational Training Courses) shall be provided on a Fire Department alternative media resource(s). The intent is that Members can view these programs on on-duty time and the testing shall be announced to give advance notice. Consideration for tutoring will be given upon request.

Section 5. 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.

II. Applicable to Members in MetroSafe

Section 1. Training mandated by City, State, or Federal laws or required as a condition of continued employment as a Communication Dispatcher, Specialist I or Specialist II shall be provided by Metro Government at no cost to the Member. (This does not include certification or recertification as an EMT.) Time spent on such training beyond forty (40) hours per week of the Member's regular work schedule shall be paid at the rate of time and one half (1 1/2).

Section 2. Required training will be offered to Members on a seniority basis based upon the needs of MetroSafe; provided, the Member has completed any preliminary training requirements, if any, and is eligible.

Section 3. The parties recognize certain positions within MetroSafe are of such a nature as to require certain periods of time as a trainee. However, it is understood and agreed that trainees who are retained after a twelve month period will be advanced to the permanent position before the hiring of a new employee.

ARTICLE 32 - INITIAL AND PROMOTIONAL PROBATIONARY PERIOD

Section 1. Initial probationary employees shall be those defined in the Civil Service Rules in accordance with Civil Service Guidelines. Such probationary periods are one (1) year in duration and employee rights during the initial probationary period shall be as determined by the Civil Service Rules and Guidelines.

Section 2. Promotional probationary periods shall be one (1) year in duration in accordance with Civil Service Rules and Guidelines.

ARTICLE 33 - 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 34 - 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 35 - LABOR/MANAGEMENT COMMITTEE

Section 1. There shall be a 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.

Section 3. In addition to the labor-management committee in Section 1 above, MetroSafe agrees to meet with the Union to discuss any significant operational changes for the Members assigned to MetroSafe at least thirty (30) days prior to the proposed implementation date of such changes.

ARTICLE 36 - 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. 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 (See Addendum E).

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 hr 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 hr 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 for all Members but Members in MetroSafe

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 (3) calendar days on the Member's regular work schedule. The immediate family consists of a Member's spouse, children, step-children, parents, parents-in-law, brother-in-law, sister-in-law, step-parents, grandparents, grandparents-in-law, brothers, step-brothers,

sisters, step-sisters, grandchildren, legal guardian (present and former) aunts or uncles, niece or nephew and any person residing in the Member's household. Funeral leave will not be granted beyond fourteen (14) days after the date of death.

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

Section 7. ***Funeral Leave for Members in MetroSafe***

A Member shall be given up to three (3) regularly scheduled workdays off with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, niece or nephew or any person residing in the Member's household.

To receive paid funeral leave, the Member shall communicate with his immediate supervisor or their authorized representative one (1) hour before the time set for beginning work. Time off authorized for funeral leave shall not be computed as time worked for purposes of overtime. In no event shall a Member receive funeral leave beyond the day after the funeral. Upon request, proof of death shall be furnished.

ARTICLE 37 - 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. 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.

Section 4. 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 Metro Government representative and the representatives of the Union.

ARTICLE 38 – TERM

Section 1. Except as otherwise provided herein, this Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from its

effective date through June 30, 2018. 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 one hundred and twenty (120) days prior to June 30, 2018.

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.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

DATE: 6/28/13

LOUISVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 345

BY: _____
CRAIG D. WILLMAN, PRESIDENT

DATE: 06-28-13

Approved as to form:

_____
Michael J. O'Connell
Jefferson County Attorney

Addendum A. Classifications under this Agreement

JOB CODE	JOB CLASSIFICATION
8745	Firefighter C 0 - 1 yr (56 hr.)
	Firefighter B 1 - 2 yr (56 hr.)
	Firefighter A 2 - 3 yr (56 hr.)
	Firefighter A 3 - 4 yr (56 hr.)
	Firefighter A 4 - 5 yr (56 hr.)
	Firefighter A + 5 yr (56 hr.)
8739	Firefighter C 0 – 1 yr (40 hr.)
	Firefighter B 1 – 2 yr. (40 hr.)
	Firefighter A 2 – 3 yr. (40 hr.)
	Firefighter A 3 – 4 yr. (40 hr.)
	Firefighter A 4 – 5 yr. (40 hr.)
	Firefighter A + 5 yr. (40 hr.)
8724	Fire Apparatus Operator 56 hr.
8727	Fire Apparatus Operator – 40 hrs.
8715	Fire Company Commander – 56hr.
8718	Fire Company Commander – 40 hrs.
8733	Fire Training Officer
2945	Fire Training Video Specialist I
2942	Fire Training Video Specialist II
2772	Fire Communications Specialist III
6718	Fire Prevention Inspector II
6721	Fire Prevention Inspector I
6724	Fire Prevention Inspector Trainee
8763	Arson Investigator II
8766	Arson Investigator I
8769	Arson Investigator Trainee
7909	Fire/EMS Maintenance Coordinator
7912	Fire Apparatus Mechanic III
7915	Fire Apparatus Mechanic II
7918	Fire Apparatus Mechanic I
7921	Fire Mechanic Helper
1972	Fire Storekeeper II
1987	Fire Storekeeper I
3230	Fire Secretary
3251	Fire Clerk Typist I
1539	Fire Account Clerk Typist (ASF)
3436	Fire Information Processing Technician
6524	Fire Custodian
1064	Fire Custodian Mechanic Assistant
4245	Fire Hazardous Materials Specialist
6218	Facilities Maintenance Engineer
027800	Communications Dispatcher – U43
027780	Communications Specialist I - U43
027750	Communications Specialist III - U43

Addendum B. Hourly Base Pay Rates

JOB CODE	JOB CLASSIFICATION	Base Hourly Pay Rate
8745	Firefighter C 0 - 1 yr (56 hr.)	12.863
	Firefighter B 1 - 2 yr (56 hr.)	13.163
	Firefighter A 2 - 3 yr (56 hr.)	14.340
	Firefighter A 3 - 4 yr (56 hr.)	14.546
	Firefighter A 4 - 5 yr (56 hr.)	14.663
	Firefighter A + 5 yr (56 hr.)	14.753
8739	Firefighter C 0 – 1 yr (40 hr.)	20.582
	Firefighter B 1 – 2 yr. (40 hr.)	21.061
	Firefighter A 2 – 3 yr. (40 hr.)	22.943
	Firefighter A 3 – 4 yr. (40 hr.)	23.272
	Firefighter A 4 – 5 yr. (40 hr.)	23.458
	Firefighter A + 5 yr. (40 hr.)	23.603
8724	Fire Apparatus Operator 56 hr.	15.665
8727	Fire Apparatus Operator – 40 hrs.	24.844
8715	Fire Company Commander – 56hr.	17.881
8718	Fire Company Commander – 40 hrs.	28.356
8733	Fire Training Officer	28.356
2945	Fire Training Video Specialist I	21.530
2942	Fire Training Video Specialist II	22.596
2772	Fire Communications Specialist III	29.059
6718	Fire Prevention Inspector II	27.355
6721	Fire Prevention Inspector I	23.954
6724	Fire Prevention Inspector Trainee	20.747
8763	Arson Investigator II	29.084
8766	Arson Investigator I	25.573
8769	Arson Investigator Trainee	22.268
7909	Fire/EMS Maintenance Coordinator	28.686
7912	Fire Apparatus Mechanic III	29.689
7915	Fire Apparatus Mechanic II	28.686
7918	Fire Apparatus Mechanic I	23.834
7921	Fire Mechanic Helper	20.904
1972	Fire Storekeeper II	25.288
1987	Fire Storekeeper I	13.107
3230	Fire Secretary	16.693
3251	Fire Clerk Typist I	15.658
1539	Fire Account Clerk Typist (ASF)	16.693
3436	Fire Information Processing Technician	16.693
6524	Fire Custodian	15.234
1064	Fire Custodian Mechanic Assistant	14.628
4245	Fire Hazardous Materials Specialist	27.813
6218	Facilities Maintenance Engineer	29.709

		Step 1	Step 2	Step 3	Step 4
		(0-1)	(1-3)	(3-6)	(6+ Yrs.)
027800	Communications Dispatcher – U43	21.94	22.61	23.24	24.03
027780	Communications Specialist I - U43	26.82	27.08	28.64	28.74
027750	Communications Specialist III - U43*	26.82	27.08	28.64	28.74

*Current Members in this classification shall be red-circled at $32.32.

Addendum C. Longevity Schedule

ALL 56 HR MEMBERS			40 HR MEMBERS	
Year	Hrly Rate	OT Rate	Hrly Rate	OT Rate
0-3	0.000	0.000	0.000	0.000
3-4	0.204	0.307	0.308	0.463
4-5	0.409	0.614	0.617	0.925
5-6	1.316	1.975	1.985	2.978
6-7	1.349	2.024	2.034	3.051
7-8	1.382	2.073	2.083	3.124
8-9	1.385	2.077	2.088	3.132
9-10	1.389	2.084	2.093	3.140
10-11	1.392	2.088	2.098	3.148
11-12	1.395	2.093	2.103	3.155
12-13	1.398	2.097	2.108	3.163
13-14	1.401	2.103	2.113	3.170
14-15	1.406	2.108	2.119	3.178
15-16	1.409	2.112	2.124	3.185
16-17	1.496	2.244	2.255	3.382
17-18	1.583	2.374	2.386	3.579
18-19	1.671	2.505	2.517	3.776
19-20	1.756	2.636	2.649	3.973
20-21	1.843	2.766	2.780	4.170
21-22	1.884	2.825	2.840	4.260
22-23	1.923	2.885	2.899	4.348
23-24	1.964	2.944	2.958	4.438
24-25	2.001	3.003	3.018	4.527
25-26	2.041	3.062	3.077	4.617
26-27	2.081	3.121	3.137	4.705
27-28	2.121	3.180	3.197	4.795
28-29	2.160	3.241	3.256	4.884
29-30	2.198	3.299	3.315	4.974
30-31	2.239	3.358	3.375	5.062
31-32	2.278	3.417	3.434	5.152
32-33	2.317	3.476	3.494	5.241
33-34	2.357	3.535	3.554	5.331
34-35	2.397	3.594	3.613	5.419
35+	2.436	3.654	3.672	5.509

Addendum D. Clothing And Equipment

1. Clothing for New Members - Support Services and Public Information
   - 3 pr. Work Pants
   - 3 Summer Blue Shirts
   - 1 Winter Blue Shirt
   - 1 Winter White Shirt
   - 1 pr. Work Shoes
   - 1 Uniform Cap
   - 1 Approved Jacket
   - 1 Name Plate
   - 1 Set Badges
   - 1 Approved Tie
   - 1 Belt

2. Clothing for New Members - Arson
   - 1 Fire Coat
   - 1 Pair Approved Gloves
   - 1 pr. Bunker Pants
   - 1-pr suspenders
   - 1 pr. Bunker Boots
   - 1 flashlight
   - Helmet complete
   - Badge and case
   - Revolver
   - Holster

3. Clothing for - Fire Shop Custodial Worker
   - 2 sets Coveralls
   - 1 clean uniform daily
   - (supplied by laundry service)
   - 1 pr. shoes annually
   - 1 Belt
   - 1 Baseball Cap
   - 1 pr. Leather Gloves Annually
   - 1 Jacket

4. Clothing for New Members - Fire Prevention
   - 3 pr. Uniform Pants
   - 3 Winter Blue Shirts
   - 1 Winter White Shirt
   - 3 Summer Blue Shirts
   - 1 pr. Work shoes
   - 1 Uniform Cap
   - 1 Uniform Jacket
   - 1 Work Jacket and Liner
   - 1 Belt
   - 1 Approved Tie
   - 1 Flashlight
   - 1 Name Plate
   - 1 Set Badges

5. Clothing for - Fire Apparatus and Equipment Mechanics

2 sets Coveralls
1 Clean Work Uniform Daily
(supplied by laundry)
1 Black Belt
2 Work Jackets
1 Baseball Cap
1 Safety Helmet
1 pr. Leather Gloves
1 pr. Approved Gloves
1 set of Rain and Foul Weather Gear
1 pr. 3/4 Boots
1 Flashlight
1 pr. shoes/boots, approved type, safety toes, annually

6. Clothing for New Members - Firefighters

All Structural Firefighting Personal Protective Equipment shall meet the applicable NFPA standard for that item at the time of purchase.

2 Fire Coats
2 pr. Bunker Pants
2 pr. Suspenders
2 Protective Hoods
2 pr. Approved Gloves
1 Helmet, complete
1 pr. Pliers
1 Hose Spanner
1 Hose Chain
1 Pocket Mask
1 Flashlight
1 Face Piece, SCBA Regulator, and Protective Bag
1 Gear Bag
1 Breast Badge
1 Cap Badge
1 ID Card
1 Approved Tie
1 Belt
1 Uniform Cap
1 Baseball Cap
2 Sweat Shirts
2 T-Shirts
3 pr Work Pants
3 Short sleeve blue shirts
1 Long sleeve white shirt
1 pr. Work shoes
1 Dress Blue Uniform (after completion of year's probation)
1 Name Plate
1 Long sleeve Blue shirt
1 Uniform Jacket
2 pairs of boots
1 pair of steel toe work books for Urban Rescue Members only

LETTER AGREEMENT

Whereas, the Louisville Association of Professional Firefighters Association, local Union 345, IAFF AFL-CIO-CLC ("Union") membership has voted to approve the terms of a collective bargaining agreement negotiated by and between said Union's leadership and Louisville/Jefferson County Metro Government ("Metro Government") ,and ;

Whereas, both the Union and Metro want to confirm and be bound by and acknowledge a mutual understanding of the meaning of certain terms and obligations in the collective bargaining agreement approved by the Union, and to be submitted for approval by the Metro Council,

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

The following terms are adopted as part of the Collective Bargaining Agreement between **Metro Government and the Union.** This Letter Agreement is incorporated within the Contract between the parties dated July 1, 2013 through June 30, 2018, as though fully set forth therein upon approval or ratification by the Metro Council.

It is hereby agreed by and between the parties that Article 20 Schedule of Pay and Longevity, Section 3 and Section 4 are hereby amended as follows:

Section 3. Accreditation Bonus. The word "Bonus" will be struck and replaced with "Stipend". Section 3 will now read as "Section 3. Accreditation Stipend."

Section 4. Staff Bonus. The words "Staff Bonus" will be struck and replaced with "Retention Stipend". Section 4 will now read as "Section 4. Retention Stipend."

A new Section 8 will be added to the Collective Bargaining Agreement, under Article 20 and will read as follows:

Section 8. Payment of Stipend. It is hereby understood that the payments set forth in Article 20, Section 3 and Section 4 are one-time payments that will be added to the base pay for overtime calculation. Payment for the accreditation stipend shall be made on the first pay period after October 1, 2013 for those members who achieved accreditation prior to September 30, 2013. If a member had achieved accreditation prior to July 1, 2013, the base rate of pay shall be adjusted for the overtime calculation beginning on July 1, 2013. If a member achieves accreditation between July 1, 2013 and September 30, 2013, the base rate of shall be adjusted for the overtime calculation beginning on October 1, 2013. Members achieving accreditation between October 1, 2013 and December 31, 2013 shall be paid on the first pay period after January 1, 2014 with the base rate of pay for overtime calculation adjusted beginning on January 1, 2014. Members achieving accreditation between January 1, 2014 and March 31, 2014 shall be paid on the first pay period after April 1, 2014 with the base rate of pay for overtime calculation adjusted beginning on April 1, 2014. Members achieving accreditation between April 1, 2014 and June 30, 2014 shall be paid at the nearest subsequent payroll end date with the base rate of pay for overtime calculation being adjusted at that date. The base rate of pay for overtime calculation for all members achieving accreditation under this section shall end on June 30, 2014.

As to the payments in Article 20, Section 4, they will be added to the base pay effective the first pay period following July 1, 2013.

It is further agreed that the accreditation stipend and retention stipend under Article 20, Section 3 and Section 4, if received, will be subtracted from the base pay for overtime purposes by July 1, 2014.

It is understood between the parties that the payments in Article 20, Section 3 and Section 4 are a one-time payment for this fiscal year and not an annual payment.

IN WITNESS WHEREOF, the parties have affixed their signatures this 28th day of June, 2013.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____
Greg Fisher, Mayor

Date: 6/28/13

LOUISVILLE ASSOCIATION OF PROFESSIONAL FIREFIGHTERS ASSOC. LOCAL 345, IAFF AFL-CIO-CLC

By: Craig D. Willman

Date: 06-28-13

APPROVED AS TO FORM:

MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: _____