

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: 3/23/2022

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter "Agreement") has been entered into this 23rd day of March, 2022, 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 and certain employees of Emergency Services - 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 Louisville 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 Emergency Services - 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 Louisville Fire Department and Emergency Services – MetroSafe. 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 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 monies in the event of a challenge.

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

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

Section 5. The Union shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share deduction provisions. Should Metro

Government receive notice of a claim pertaining to fair share fees, Metro Government shall provide the Union with notice of same.

Section 6. Metro Government shall not discriminate against any Member because said Member is or is not a Member of the Union or because of Union Membership or Union activity. Metro Government agrees not to discharge or 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.

Section 7. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges.

Section 8. Metro Government and the Union agree not to discriminate against anyone covered by this Agreement because of their race, creed, color, religion, marital status, age, disability, gender, gender identity, national origin, political affiliation, 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 Fire Chief and Director of Emergency Services - MetroSafe of the dates and times needed to conduct business relating to negotiations between Metro Government and the Union. The Fire Chief and Emergency Services - 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 Fire Chief or Emergency Services - 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 (6) 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 Fire Chief, to attend Union conventions, meetings and seminars, for a period of not more than nine (9) consecutive calendar days at any given time. The Union may request leave for two (2) additional Members to attend these same Union conventions, meetings, and seminars that may be approved, with or without pay, at the discretion of the Fire Chief. 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 (4) 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 Fire 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 with or without pay at the discretion of the Fire Chief 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 Louisville Fire Department, may at their election take leave of absence without pay from their position with 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 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 Louisville Fire Department 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 Fire 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 Emergency Services - MetroSafe. If Members in Emergency Services - MetroSafe attend wakes and funeral services, they will represent Emergency Services - 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 Louisville Fire Department.



B. Metro Government agrees to place a link to the Union's official website on the Louisville Fire Department'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 Emergency Services - 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 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 Louisville Fire 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 Louisville Fire 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. 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 Louisville Fire Department.

**Section 3.** In the event more than one (1) Member goes on the payroll of the Louisville Fire 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 Louisville Fire Department Facilities and Properties.

**Applicable to Emergency Services - MetroSafe Members:**

Section 5. Emergency Services - 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 Emergency Services - MetroSafe**

Section 1. The President and the Secretary-Treasurer of the Union shall be notified by the Louisville Fire Department at least five (5) business days prior to any non-emergency change made to the Louisville Fire 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, which shall be highlighted, and 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 Louisville Fire Department's Rules and Regulations, SOPs and Metro Government's Personnel Policies and any supplements to them at each Louisville Fire Department location. The Supervisor of each location shall notify the Fire Chief's Office when a copy of the Louisville Fire Department's Rules and Regulations has become out of date.

Section 3. All orders that are applicable to the change of administration of Louisville 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 Louisville 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, Louisville 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 may be utilized for the access and distribution of Louisville Fire Department Rules and Regulations, SOPs and/or Memoranda.

## **II. For Members in Emergency Services - MetroSafe**

Section 1. Metro Government will provide the Union and the Chief Steward copies of all new Emergency Services - 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 Emergency Services - 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 Fire Chief. The Fire 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, combination locks, keys or electronic access for all doorways. Doors and windows shall be closed and locked so as to prevent loss of property both to Members and to Metro Government.

Section 3. Metro Government shall provide and maintain sleeping facilities.

Section 4. Bedrooms and dining areas of all Fire Houses shall be furnished with adequate heat and air-conditioning, which shall be maintained by 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) \*bed linens (includes one pillow, two pillow-cases and 4 sheets);
- (8) beds;
- (9) bedding;
- (10) lockers;
- (11) adequate seating facilities (chairs);

- (12) dining room table and chairs
- (13) microwave ovens
- (14) ice machines
- (15) gear washing and drying equipment
- \* Items 6 & 7 will be fully executed when the current vendor contract expires

Section 6. 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 Emergency Services – 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 Fire 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 Fire 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 Fire Chief, the grievance shall be submitted to the Chief of Public Services or equivalent within nine (9) days thereafter, unless withdrawn by the grievant in writing.

The Chief of Public Services or equivalent is allowed nine (9) calendar days to resolve said grievance.

Step 3. If the grievance cannot be resolved between the grievant and the Chief of Public Services, the grievant may request mediation by the Louisville Labor Management Committee, FMCS or other mediator agreed to by both parties, within nine (9) days thereafter. The mediator is an impartial third party whose role is to facilitate a resolution of the grievance that is voluntarily agreed to in writing by both parties. The mediator 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 shall make every reasonable effort to resolve the grievance as promptly as practical in a manner satisfactory to both parties. However, the mediator has no authority to make a binding decision or impose a settlement. The mediation hearings shall be held in strict confidence. If the mediation is unsuccessful within nine (9) days of the date of the first hearing, the grievance shall move to Step 4 in the process, unless it is withdrawn by the Member or Union.

Step 4. If the grievance cannot be resolved by mediation in Step 3 within nine (9) calendar days from date said grievance is received by the mediator, 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 5. 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 Arbitration within six (6) calendar days thereafter, unless withdrawn by the Union in writing. Arbitration is binding and held in accordance with the grievance procedures under Ordinance 35.056.

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. Louisville 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 Louisville 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 Emergency Services - 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 and/or a binding opinion. In accordance with LMCO Sec. 35.056, the parties recognize that any arbitration arising out of the terms of this Agreement will be binding, except for terminations not as a result of progressive discipline and health insurance benefits. For either of those two exceptions, the parties may seek judicial review, de novo, under Kentucky law, if adverse.

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 (1<sup>st</sup>) 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 Emergency Services - 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 Louisville Fire 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 Fire 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 Fire 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, and shall be advised by the investigative officer, or his/her designee, of their rights to have Union representation.

E. No person assigned or employed by the Louisville Fire 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 Chief of Public Services or equivalent, with a copy of same placed in a permanent file in the Fire Chief's Office.

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



G. A representative of the Office of the Fire 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 Louisville Fire 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 Fire Chief that it is in the best interest of the Louisville Fire 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 Fire Chief that it is in the best interest of the Louisville Fire Department to do so.

**Section 4. Hearings**

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

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

C. A Member appearing before any Board in matters involving disciplinary action shall be advised by the hearing officer, or his/her designee, of their rights to have 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 Emergency Services - 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 to 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"), and neighboring jurisdictions pursuant to the Automatic Aid Agreement, for as long as it's in effect, attached as Appendix F, 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. 8751, 8748, 8745, 8742, 8739, 8727, 8724, 8718, and 8715. All Members certified as an EMT through the Louisville Fire Department, or hired with such certifications, shall maintain their certification at the Louisville Fire Department's expense.

2. Line Fire Fighters shall perform routine and special duties relating to housekeeping and equipment maintenance, including the cleaning of floor-level and bay-door windows on a quarterly basis. Line Fire Fighters may not usually be required to wash walls, ceilings, apparatus bay ceiling level windows, 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 Louisville Fire Department 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 Fire 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. 7920, 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, 8768, 6727, 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 Louisville 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 and 2942, to include 8718 personnel assigned to the Academy. If no 8715 personnel accept the assignment, the Fire Chief may assign to the Academy 8715 personnel for no more than one (1) 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 Louisville Fire Department, as clerical and custodial Members at such properties or buildings under the jurisdiction of the Louisville Fire Department and of this Agreement are as currently set forth in Civil Service Job Classification Nos. 3104, 3231, 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 Emergency Services - MetroSafe classified as Emergency Services - 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 Emergency Services - 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 Metro Government's USD and neighboring jurisdictions pursuant to the Automatic Aid Agreement, for as long as it's in effect, attached as Appendix F 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**

### **I. *Applicable to all Members except Members in Emergency Services - MetroSafe***

**Section 1.** The Louisville Fire 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 or alternative schedules as agreed upon by both parties. 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 Louisville Fire Department may discontinue this variable 40-hour week with a thirty (30) day written notice.

Section 5. 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 6. 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 7. 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 8. 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 of eight (8) hours per day, five (5) days per week and/or five (5) hours for Members in a standard workday of ten (10) hours per day, four (4) days per week. The flex schedule must be completed within the same standard workweek.

## **II. Applicable to Members in Emergency Services - MetroSafe**

Section 9.

(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 for those Members on eight (8) hour shifts, shall consist of a guaranteed forty (40) hours of work per week, if ready, willing and able to work. The work week for those Members on twelve (12) hour shifts, shall consist of a guaranteed eighty-four (84) hours per pay period, 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 or the eighty-four (84) hours per pay period.

(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. Members shall be entitled to an additional ten (10) minute paid break per workday for each twelve (12) hours worked. Members shall be entitled to an additional thirty (30) minute paid meal break and ten (10) minute paid break per workday for each sixteen (16) hours worked.

(d) The new shift schedule and overtime language (see Section b above) in effect on July 1, 2019, will continue through December 31<sup>st</sup> for each year of the CBA, unless terminated by Management, in writing, before December 1<sup>st</sup> of the year. Should the new shift schedule and overtime language be terminated, Management will meet with the Union for implementation of the previous schedule to allow a minimum of two (2) weeks and a maximum of four (4) weeks transition time.

**III. Applicable to All Members**

Section 10. Members shall provide one (1) current telephone number to their respective Company Commanders, with a copy to the Fire Chief or the Emergency Services - MetroSafe Director for the purpose of communication with the Louisville Fire Department during off-duty hours.

**ARTICLE 15 – OVERTIME**

**I. Applicable to all Members except Members in Emergency Services - 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 Louisville Fire 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 Louisville Fire 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 Louisville Fire 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 by Louisville Fire Department 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 classification 8718 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 be allowed to flex time to receive overtime. They shall be placed into one (1) of the four (4) district overtime lists and be called when they are eligible.

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. On the day of the emergency, the Platoon of Fire Fighters going off duty or if after 0001 hours, the oncoming shift may 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 or pursuant to the Automatic Aid Agreement, as long as it's in effect, attached as Appendix F. However, any Fire Personnel working under mutual aid or the Automatic Aid Agreement attached as Appendix F, shall be relieved as soon as on-or-off duty Line Personnel of the Louisville Fire 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 standby 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 based on seniority, it shall be assigned to the least senior Member on an established mandatory list. Once a Member has been mandated to work overtime, they shall be removed from the list until such list has been fully cycled through of all Members. This list shall be established effective on July 1st and updated each fiscal year.

## **II. Applicable to Members in Emergency Services - 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 and paid 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 Emergency Services - MetroSafe has projected for the month. Overtime projections for the next month will be available by the 10<sup>th</sup> of each month and close on the 18<sup>th</sup> for awarding. Awards will be completed by the 21<sup>st</sup> of the month, unless the 21<sup>st</sup> falls on a holiday, in which the award will be completed before the end of the next business day. 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 22<sup>nd</sup> of the month to see if they were awarded any overtime. Scheduled overtime shall be awarded to the Members by classification and seniority. If no Member takes the overtime, the overtime will become non-scheduled. Any additional overtime created for the month not originally in the projections may be awarded by the supervisors if it is greater than 72 hours prior to the overtime. 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 (Example: 0600-1400 or 1800-2200, etc...).



A Member who cancels the awarded overtime is required to do so at least seventy-two (72) 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 sixty (60) 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 seventy-two (72) hours' notice without penalty for funeral leave covered in Article 36, Section 7. Members may not work more than sixteen (16) consecutive hours and must have eight (8) hours off in between shifts.

### Section 3. Non-Scheduled Overtime

Non-scheduled overtime is overtime to fill a regularly scheduled position for which Emergency Services - MetroSafe was not aware of during projections or was not filled from the scheduled overtime requests greater the 72 hours prior to the overtime.

Members may volunteer for unscheduled overtime by submitting an overtime request via electronic mail by the deadline established between the employer and the union pursuant to a mutually agreed ES-MetroSafe standard operating procedures. Unscheduled overtime will be awarded within job classification based on seniority. In the event the vacant position can be filled by a Member in another job classification covered under this Agreement and the overtime requests from the original job classification have been exhausted, the Member of the alternate job classification shall be awarded the unscheduled overtime based on seniority.

Eligible Member(s) may volunteer for the number of hours needed; in compliance with Article 14, Section 5a. If all voluntary requests have been exhausted the Member(s) with the oldest force date that are eligible to work overtime, will be required to work by classification until all overtime positions are filled. A Member who volunteers for an overtime shift less than twenty-four (24) hours shall not be eligible to cancel the voluntary shift without being disqualified for fourteen (14) consecutive days. Any eligible Member may call to get a force if applicable and/or volunteer to eliminate a force as long as the entire overtime is able to be filled.

### Section 4.

Volunteering for eight (8) hours will receive credit for a force. Any voluntary overtime that results in sixteen (16) hours consecutively worked will count as a force. The force will be awarded on the voluntary portion of the overtime. (Example: If a member volunteers for 1400-1800, normal shift is 1800-0600, the force is recorded for 1400-1800).

Upon returning from off days or vacations, a Member cannot bump other Members who have signed up for overtime. A Member who has declined overtime cannot bump another Member who volunteers for overtime. Members are eligible to work 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 Emergency Services - MetroSafe is unable to fill the entire slot needed.

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 Emergency Services - 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 forced for non-scheduled overtime may give away the force to any Member that is qualified to perform the work within the same classification without regard to seniority.

### Section 5.

The new shift schedule and overtime language (see Sections 2, 3 & 4 above) in effect on July 1, 2019 will continue through December 31<sup>st</sup> for each year of this Agreement, unless

terminated by Management, in writing, before December 1<sup>st</sup> of the year. Should the new shift schedule and overtime language be terminated, Management will meet with the Union for implementation of the previous schedule to allow a minimum of two (2) weeks and a maximum of four (4) weeks transition time.

## **ARTICLE 16 - REASSIGNMENT/TRANSFERS/TRADES**

### **I. Applicable to all Members except Members in Emergency Services - MetroSafe**

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

Section 2. 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 Louisville Fire 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 Fire Chief when determining assignments. Should no one request the job assignment, then the Fire Chief shall assign qualified personnel to fill the assignment.

Section 3. 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 Louisville Fire Department's Personnel Director, shall reply in writing to the Member. Should no one request the job assignment, then the Fire Chief shall assign qualified personnel to fill the assignment.

Section 4. 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 5. Members assigned or detailed to the Fire Prevention Bureau, Fire 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 6. All trades shall be made in compliance with the provisions of the Rules and Regulations and SOPs of the Louisville Fire Department, as currently revised, not in conflict with this Article.

### **II. Applicable to Members in Emergency Services - MetroSafe**

All trades shall be made in compliance with the provisions of Emergency Services - 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. All vacancies within the Division of Fire shall be updated and posted as changes occur on SharePoint or equivalent.

## 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.
- c. Quint Companies shall be staff with five (5) Members each.

A quintuple combination pumper or quint is a fire-fighting apparatus that serves the dual purpose of an engine and a ladder truck and that are, or can be equipped, with a pump, water tank, fire hose, aerial device, and ground ladders.

Reserve quints that are used in auxiliary status, temporarily placed on track as a truck and/or engine company shall not be subject to quint staffing requirements but shall be subject to a minimum staff of four (4) Members.

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. 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.
- d. 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 July 1, 2021, the base hourly rate for Members shall be increased by six (6%) percent. Effective April 1, 2022, the base hourly rate for Members shall be increased by three (3%) percent.

Section 3. 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 4. Longevity

A. Effective upon Execution of this Agreement, longevity is defined as the total years of employment with the Louisville Fire Department. Any Metro Government employee transferring to the Louisville Fire 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: except if a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her longevity shall be deemed continuous, less such time as he or she was not a Member of the Louisville Fire Department.
- (c) Failure to report to work for three (3) days without just cause.
- (d) Re-enlistment in the Armed Services.

B. **Members, except for those in Emergency Services - MetroSafe**, shall be eligible for the longevity pay as set forth in Addendum C. 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. **Effective 7/1/2021, Members in Emergency Services - 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 four-hundred and sixty-five dollars and six cents (\$1,465.06). Effective 7/1/2021, Members in Emergency Services - MetroSafe who have at least ten (10) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of two thousand dollars (\$2,000.00). Longevity pay will be payable in bi-weekly installments.

**Section 5. Instruction Pay**

**Members in Emergency Services - MetroSafe** in the classification of Communications Dispatcher-U43 shall receive one dollar and forty 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. Emergency Services - 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 6.** Members assigned to Hazardous Rescue Units (Dive Team, Hazardous Materials Unit, or Heavy Urban Rescue Team) and are certified as required by the Louisville Fire Department shall receive thirty-five cents (\$.35) per hour in addition to their regular hourly rate of pay.

**Section 7.** Effective upon Execution of this Agreement, Members having any of following certifications shall be eligible for an annual payment of fifty dollars (\$50.00) per certification, payable in October.

- Dive
- Rope Technician
- Swift Water
- Hazardous Material Technician
- Confined Space
- Trench
- Structural Collapse

**ARTICLE 21 – PENSION**

**Section 1.** Metro Government agrees to participate in and contribute to the Kentucky Public Pensions Authority (KPPA) under the non-hazardous and hazardous position provisions of Kentucky Revised Statutes, an amount equal to the percentage as set by the Pensions Authority.

**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 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 shall, 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 at his/her expense. Repair and replacement of fire coats and bunker pants, two (2) pairs of boots, two (2) sets of suspenders, three (3) 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 Recruits, Fire Apparatus and Equipment Mechanics, having completed one (1) years' 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 all issued items to their Company Commanders/Immediate Supervisors (See Addendum D).

Section 5. Apparatus and Equipment Mechanics, Fire Storekeepers, and Fire Maintenance Coordinator shall once each year in the month of November receive one thousand (\$1,000.00) 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, while used for Louisville Fire Department business.

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 Louisville Fire 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 Fire Chief or his designee polo shirts and shorts of a design approved by the Fire 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.

Section 10. Local Members shall be allowed to affix up to two (2) IAFF stickers to their assigned apparatus, not to exceed four (4) inches in diameter and affixed in a manner not to interfere with safety and reasonable placement. Sticker and location must be agreed upon by both parties.

## **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 annual open enrollment period 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. For the July 1, 2021 health plan year, Members will have one plan available to them (Metro’s designated plan) with a \$0 monthly premium for all available coverage options regarding self, spouse, children, or family options within that plan.

### **Metro Designated Plan with HRA Funds**

For the July 1, 2021 health plan year, HRA funds for Metro’s designated plan will be as follows:

<b>Managed Choice Medical Plan</b>	<b>HRA Funds</b>
Employee only	\$1,000
Employee + Spouse	\$1,200
Employee + Child(ren)	\$1,200
Employee + Spouse + Child(ren)	\$1,400
Employee + Qualified Adult	\$1,000
Employee + Qualified Adult + Child(ren)	\$1,200

Section 3. 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 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 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 Metro Government’s plan.

**Section 4. Non-Pool Plan Participants (including Emergency Services - 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 5. Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with federal and state health care reform and IRS regulations.**

**ARTICLE 24 – LEAVE DAYS AND SCHEDULING OF LEAVES**

**I. Applicable to all Members except Members in Emergency Services - MetroSafe**

**Section 1. A Member with more than one (1) years’ service with the Louisville Fire Department is entitled to an annual leave with pay as provided in this Section.**

(a) Effective upon execution of this agreement, 56-hour Members shall accrue a cumulative annual/holiday/flex day leave as follows:

<u>Years</u>	<u>Total Duty Days Off</u>
0-1	prorated schedule (below)
1	11 Duty Days
2-4	12 Duty Days
5-7	13 Duty Days
8-10	14 Duty Days
11-13	15 Duty Days
14+	16 Duty Days

(b) 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	9.3 hours (8 hrs x .83 x 1.4)
2	18.6 hours
3	27.9 hours
4	37.2 hours
5	46.5 hours
6	55.8 hours
Months worked 56 hours	Total Prorated Time
1	19.92 hours (24 x .83)



2	39.84 hours
3	59.76 hours
4	79.68 hours
5	99.6 hours
6	120 hours

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

(c) Effective upon execution of this agreement, 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.

(d) In addition, 40-hour Members shall have the same nine (9) 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.

(e) The Division will agree that Members (excluding Firefighter Recruits) will be provided Union Personal Days in the following manner during their initial year of employment:

- Members hired between July 1 and September 30 of a fiscal year will be allowed three (3) union personal days.
- Members hired between October 1 and December 31 of a fiscal year will be allowed two (2) union personal days.
- Members hired between January 1 and March 31 of a fiscal year will be allowed one (1) union personal day.
- Members hired after March 31 of a fiscal year will not be granted union personal days until the beginning of the next fiscal year (July 1).

## 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 Fire 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 annual 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 Emergency Services - 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 Emergency Services - 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 Emergency Services - 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 (1) 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	88 hours
1 year	176 hours
2 years	184 hours
3 years	192 hours
4 years	200 hours
5 years	208 hours
6 years	216 hours
7 years	224 hours
8 years	232 hours
9 years	240 hours
10 years	248 hours
11 years	256 hours
12 years	264 hours

13 years	272 hours
14 years	280 hours
15 years	288 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 Emergency Services - 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. Annual leave shall not 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. A personal day shall be considered a day equal to the member's regularly scheduled hours in a normal shift. shall be considered a 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 not be computed as time worked.

## ARTICLE 25 - SICK LEAVE

### **I. For Members as applicable except for Members in Emergency Services - 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 Fire 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: 8751, 8748, 8745, 8742, 8739, 8724, 8727, 8718 and 8715 are "Pool Plan" participants. Pool Plan participants shall request of the Fire Chief (or his duly authorized representative) paid sick leave. The Fire Chief or his duly authorized representative shall not unreasonably or arbitrarily deny paid sick leave. The Fire Chief may authorize sick leave not to exceed one (1) year, with the discretion of extending sick leave up to an additional six (6) months in consultation of the Fire Surgeon. Sick leave shall be considered as time worked for purposes of overtime.

B. At the end of each fiscal year, the Fire 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 360 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 "non-chargeable" 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 (1/2) 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 Fire 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 Louisville Fire 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 Louisville Fire Department head or authorized representative of the impending return as far in advance as possible and practical.

C. Members injured during off-duty employment at another fire department shall not be eligible to utilize sick leave. For an unpaid leave of absence because of illness or injury to an employee, Louisville Metro Government shall pay its portion of the health insurance premium for up to twelve (12) months.

Section 4. Modified Duty for Injuries Occurring During Off Duty Employment (Pool Plan Participants)

A Member injured during off duty employment and cleared for Modified Duty by their physician and the Department's Fire Surgeon shall accept a Modified Duty assignment. A Member not working Modified Duty due to an injury from off duty employment shall not be eligible for the catastrophic benefit prescribed in Section 2B. A Member shall not be detailed to any other agency within Metro Government for the purposes of Modified Duty.

## **II. Applicable to Members in Emergency Services - MetroSafe**

Section 1. Upon execution of this Agreement, 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. 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: 8751, 8748, 8745, 8742, 8739, 8724, 8727, 8715, 8718, 6718, 6721, 6724, 8763, 8766, 8768, 8769, 7909, 7912, 7915, 7918, 7921, 4245, 1984, 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. In rare instances, the Fire Chief, in consultation with the Fire Surgeon, may authorize up to an additional six (6) months of leave for in line of duty injuries. 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, as defined in KRS 61.315 (11)(a)(b), 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 twenty-thousand dollars (\$20,000) 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 Louisville Fire 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 Louisville Muhammad Ali International Airport indicates (a) the temperature reading is Fahrenheit 35 degrees or less, or (b) the temperature exceeds 90 degrees Fahrenheit and/or an equivalent with the Pollution Standards Index in the Hazardous Range.

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

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

Section 5. 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 Louisville Fire Department to see that Members working fires shall be relieved after six (6) continuous hours, or such shorter period as the Fire Chief or Assistant Fire 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 Louisville Fire 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 Louisville Fire Department physician: 2942, 2945, 8751, 8748, 8745, 8742, 8739, 8724, 8727, 8715, 8718, 6718, 6721, 6724, 8763, 8766, 8768, 8769, 7912, 7915, 7918, 7921 and 4245. Such Members age thirty (30) years or older shall receive in addition to the regular medical exam a qualified EKG test and such other medical tests as may be required because of age. Should any medical difficulty be found, both the Member and Metro

Government shall be notified immediately, indicating the extent and seriousness of the medical difficulty and a recommendation on whether the Member should remain on duty or report to work. Each Member shall, upon his or her written request within ten (10) days after the medical examination, be furnished a complete record of results of said medical examination.

Section 2. A stress EKG shall be given to twenty-five (25) Members per year, who are thirty (30) years of age or older, upon request, on a seniority/rotation basis.

Section 3. A colorectal cancer screening, utilizing the FIT (fecal immunochemical test), shall be provided at the annual medical exam for all Members.

Section 4. Metro Government shall provide, at no cost to the Member, an annual flu shot for all Members who request them.

Section 5. 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 operation plans. Metro Government following a specific known exposure may require additional testing and medical surveillance.

Section 6. Members will not be required to answer questions when taking their medical exams that would implicate their participation in any illegal activities.

Section 7. In the event a Member disagrees with the results of an examination offered by Metro Government, he may be examined by a licensed medical practitioner of his choice, at his expense. If the two (2) medical reports conflict, the reports and contact information for both examining physicians shall be forwarded to the Louisville Fire Department Physician for review and consultation. The Louisville 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 AND ALCOHOL 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 and alcohol 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 and/or breath samples adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.
- (D) “Medical Review Officer” (MRO) is a licensed physician who is responsible for receiving and reviewing laboratory results generated by an employer’s drug and alcohol testing program and evaluating medical explanations for certain drug and alcohol test results. The MRO acts as an independent and impartial “gatekeeper” and advocate for the accuracy and integrity of the drug and alcohol testing process.

Section 4. Prohibitions

Members shall be prohibited from:

- (A) Reporting to work or working under the influence of illegal drugs or alcohol.
- (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) Consuming alcohol at any time while on duty, or anywhere on any Metro Government premises or in any Metro Government vehicles.
- (D) 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.
- (E) Abusing any prescription drug or alcohol.
- (F) 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 alcohol; or (b) possessing or using illegal drugs or alcohol, Metro Government shall have the right to require the Member to submit to drug and/or alcohol testing as set forth in this Policy. Members shall not be subjected to random medical testing involving urine analysis, breath samples or other similar or related tests for the purpose of discovering possible drug and/or alcohol abuse, except as specifically provided for this Policy.
- (B) Random Testing. During the workday, all Members are subject to random testing for drugs or alcohol. The annual number of such random tests shall not exceed 50% of the number of employees of the Louisville Fire 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.

(C) Post-Incident. A Member must submit to a drug and alcohol test after an on the job incident. An incident for purposes of this policy is defined as an incident or injury in which:

1. A person dies or requires medical treatment or
2. Property damage is estimated by management at greater than \$3,000 or
3. A Metro Government vehicle is involved or
4. It involves a Member in a personal vehicle or equipment incident while on the job or
5. A citation is issued under local or State law for a moving traffic violation.

A Member who is involved in an incident must immediately report the incident to their supervisor/manager.

Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the Member to submit to drug and alcohol tests. The supervisor/manager will arrange to transport the Member to the collection site and the Member will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than eight (8) hours from the incident. Testing for drugs must take place no more than thirty-two (32) hours from the incident.

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 and alcohol 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 to 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 MRO 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)<sup>1</sup>

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 <sup>2</sup>
4.	Phencyclidine	25
5.	Amphetamines	1,000
6.	Barbiturates	300
7.	Benzodiazepines	300
8.	Propoxyphene metabolites	300
9.	Methadone	300
10.	Methaqualone	300

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.

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<sup>1</sup>Nanograms per milliliter

<sup>2</sup>23 ng/ml if immunoassay specific for free morphine

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 <sup>3</sup>	15
2.	Cocaine metabolites <sup>4</sup>	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
	Hydrocodone	2,000
	Hydromorphone	2,000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500
6.	Propoxyphene	300
7.	Methaqualone	300
8.	Methadone	
	EDDP	300
9.	Benzodiazepines	
	Nordiazepam	300
	Oxazepam	300
	Diazepam	300
	Temazepam	300
	Ethylflurazepam	300
	Alprazolam	300
	Lorazepam	300
10.	Barbiturates	
	Butalbital	300
	Amobarbital	300
	Pentobarbital	300
	Secobarbital	300
	Phenobarbital	300
	Butabarbital	300

Prior to test results being provided to the Louisville Fire 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.

If the result of an alcohol breath test is greater than 0.040, then a confirmation test will be performed automatically. A second breath test will be taken, and the results recorded.

If the result of the alcohol breath confirmatory test is greater than 0.040, the test will be considered as a positive result.

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<sup>3</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>4</sup> Benzoylcegonine.

Section 7. Drug Testing Standards (HHS Standards)

All testing will be done pursuant to Federal Standards.

Section 8. Alcohol Testing Standards

All testing will be done pursuant to Section 6 testing standards as listed above.

Section 9. Disciplinary Action

A Member who tests positive for illegal drugs or alcohol the first time in their career will be subject to the Second Chance Program for positive test results stemming from random drug or alcohol testing (reference this Article, Section 14).

A Member who tests positive for illegal drugs or alcohol a second time in their career or refuses to comply with the Second Chance Program after a first positive test shall be subject to discharge.

Section 10. Employee Assistance Program

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

Section 11. Records Retention and Use

Records of a positive drug or alcohol 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 12. 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 13. 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.

Section 14. Second Chance Program

A Member who tests positive for illegal drugs or alcohol the first time in their career shall comply with all of the following prior to being placed back into a paid status:

- (1) Member shall be placed on an unpaid leave of absence after the positive test confirmation, and for the entire duration of treatment (not to exceed 90 days).

- (2) Member shall enroll in and complete a rehab program at the IAFF Center of Excellence for Behavioral Health Treatment and Recovery at the expense of the Member. If the IAFF Center of Excellence for Behavioral Health Treatment and Recovery is not available, an equivalent program agreed upon by both parties may be utilized at the expense of the Member.
- (3) Provide documentation of completion of the treatment program.
- (4) Submit to and pass the same drug or alcohol test used in the random test program at the expense of the Member.

After a Member is placed back into a paid status:

- (1) Submit to and pass six (6) additional drug or alcohol tests at times selected by the Department over the next year (365 days), at the expense of the Member.
- (2) Continue to comply with the random drug and alcohol test policy.

## **ARTICLE 31 - TRAINING AND CERTIFICATION**

### **I. Applicable to all Members except Members in Emergency Services - 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 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 Driver Operators Training Courses) shall be provided on a Louisville 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 Emergency Services - 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 Emergency Services - MetroSafe; provided, the Member has completed any preliminary training requirements, if any, and is eligible.

Section 3. The parties recognize certain positions within Emergency Services – 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.



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 Louisville Fire Department.

***Section 6. Funeral Leave for all Members but Members in Emergency Services - 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 Emergency Services - 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 representatives 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, 2023. 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, 2023.

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.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 23rd day of  
March, 2022.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

BY: Ellen Hesen  
GREG FISCHER, MAYOR

LOUISVILLE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, LOCAL 345

BY: Brian C. O'Neill  
BRIAN O'NEILL, PRESIDENT

Approved as to form:

Whitney Meagher  
Michael J. O'Connell  
Jefferson County Attorney

## Addendum A Classifications Under This Agreement

<b>JOB CODE</b>	<b>JOB CLASSIFICATION</b>
062180	Facilities Maint. Engineer
015390	Fire Account Clerk Typist(ASF)
031040	Fire Administrative Coordinator
079200	Fire Apparatus Mech I-NOINC
079180	Fire Apparatus Mechanic I
079150	Fire Apparatus Mechanic II
079120	Fire Apparatus Mechanic III
087270	Fire Apparatus Operation 40 Hr
087240	Fire Apparatus Operation 56 Hr
087660	Fire Arson Investigator I
087630	Fire Arson Investigator II
087680	Fire Arson Invstgtr Trne
087690	Fire Arson Invstgtr Trne NOINC
032510	Fire Clerk Typist I
027720	Fire Comm Specialist III
087180	Fire Company Commander 40 Hr
087150	Fire Company Commander 56 Hr
065240	Fire Custodian
079250	Fire Equipment Maint Mechanic
042450	Fire Hazardous Materials Spec
034300	Fire Info Systems Analyst
034360	Fire Information Process Tech
079210	Fire Mechanic Helper
079220	Fire Mechanic Helper--NOINC
032310	Fire Payroll Specialist
067270	Fire Prev Insp Trne NOINC
067240	Fire Prevent Inspector Trainee
067210	Fire Prevention Inspector I
067220	Fire Prevention Inspector I NOINC
067180	Fire Prevention Inspector II
087480	Fire Recruit 40 Hrs (NSISS)
087510	Fire Recruit 40 Hr
032300	Fire Secretary
019870	Fire Storekeeper I
019840	Fire Storekeeper I NOINC
019720	Fire Storekeeper II
029450	Fire Training Video Spec I
029420	Fire Training Video Spec II

<b>JOB CODE</b>	<b>JOB CLASSIFICATION</b>
079090	Fire/EMS Maintenance Coord
087390	Firefighter 40 Hr
087450	Firefighter 56 Hr
087420	Firefighter 56 Hr NO INC
027800	Communication Dispatcher U43
027780	Communication Spec I U43
027750	Communication Spec III U43

**Addendum B**  
**Hourly Base Pay Rates Effective as of 7-1-2020**

<b>Job Code</b>	<b>Job Title</b>	<b>Step 1 0-1 Yr</b>	<b>Step 2 1-2 Yrs</b>	<b>Step 3 2-3 Yrs</b>	<b>Step 4 3-4 Yrs</b>	<b>Step 5 4-5 Yrs</b>	<b>Step 6 5+ Yrs</b>
087390	Firefighter - 40 Hrs	24.359	24.927	27.153	27.543	27.763	27.934
087450	Firefighter - 56 Hrs	15.223	15.578	16.970	17.215	17.353	17.460
087420	Firefighter - 56 Hrs NOINC	15.223	15.578	16.970	17.215	17.353	17.460
		<b>Base Hrly Pay Rate</b>					
062180	Facilities Maint. Engineer	35.161					
087660	Fire Arson Investigator I	30.266					
087630	Fire Arson Investigator II	34.421					
087680	Fire Arson Investigator Trne	26.354					
087690	Fire Arson Investigator Trne-NOINC	26.354					
015390	Fire Account Clerk Typist(ASF)	19.756					
031040	Fire Administrative Coordinator	21.156					
079200	Fire Apparatus Mech I-NOINC	28.208					
079180	Fire Apparatus Mechanic I	28.208					
079150	Fire Apparatus Mechanic II	33.950					
079120	Fire Apparatus Mechanic III	35.138					
087270	Fire Apparatus Oper 40 Hrs	29.403					
087240	Fire Apparatus Oper 56 Hrs	18.539					
032510	Fire Clerk Typist I	18.530					
027720	Fire Comm Specialist III	34.393					
087180	Fire Company Commander 40 Hrs	33.559					
087150	Fire Company Commander 56 Hrs	21.163					
065240	Fire Custodian	18.030					
<b>TBD</b>	<b>Fire Custodian Mech Asst</b>	17.311					
079250	Fire Equipment Maintenance Mechanic	25.834					
042450	Fire Hazardous Material Spec	32.915					
034300	Fire Info Systems Analyst	22.502					
034360	Fire Information Process Tech	19.756					
079210	Fire Mechanic Helper	24.740					
079220	Fire Mechanic Helper-NOINC	24.740					
032310	Fire Payroll Specialist	19.756					
067240	Fire Prevent Inspector Trainee	24.554					
067270	Fire Prev Insp Trne NOINC	24.554					
067210	Fire Prevent Inspector I	28.348					
067220	Fire Prevent Inspector I NOINC	28.348					
067180	Fire Prevent Inspector II	32.375					
087510	Fire Recruit-40 Hrs	24.359					
087480	Fire Recruit-40 Hrs (NSISS)	24.359					
032300	Fire Secretary	19.756					
019870	Fire Storekeeper I	15.512					
019840	Fire Storekeeper I NOINC	15.512					
019720	Fire Storekeeper II	29.928					
087330	Fire Training Officer	33.559					
029450	Fire Training Video Spec I	25.481					
029420	Fire Training Video Spec II	26.742					
079090	Fire/EMS Maintenance Coord	33.950					
		<b>Step 1 0-1 Yr</b>	<b>Step 2 1-3 Yrs</b>	<b>Step 3 3-6 Yrs</b>	<b>Step 4 6+ Yrs</b>		
<b>COMMUNICATIONS BUREAU - EMA/MetroSafe</b>							
027800	Communications Dispatcher - U43	25.21	25.97	26.67	27.60		
027780	Communications Specialist I - U43	30.81	31.10	32.90	33.01		
027750	Communications Specialist III - U43*	30.81	31.10	32.90	33.01		

\*Current Members in this classification shall be red-circled at **\$36.40**

## Addendum C

### LONGEVITY SCHEDULE

Effective 7-1-2021

ALL 56 HR MEMBERS			40 HR MEMBERS	
Year	Hrly Rate	OT Rate	Hrly Rate	OT Rate
0-3	0.000	0.000	0.00	0.000
3-4	0.397	0.596	0.64	0.953
4-5	0.799	1.196	1.28	1.916
5-6	2.567	3.850	4.11	6.161
6-7	2.630	3.943	4.21	6.311
7-8	2.693	4.040	4.31	6.464
8-9	2.701	4.049	4.32	6.481
9-10	2.706	4.062	4.33	6.496
10-11	2.714	4.071	4.34	6.514
11-12	2.720	4.081	4.35	6.529
12-13	2.728	4.087	4.36	6.544
13-14	2.731	4.096	4.37	6.554
14-15	2.742	4.114	4.39	6.581
15-16	2.746	4.119	4.39	6.590
16-17	2.916	4.375	4.67	6.999
17-18	3.084	4.629	4.94	7.403
18-19	3.259	4.885	5.21	7.820
19-20	3.424	5.136	5.48	8.218
20-21	3.590	5.389	5.75	8.618
21-22	3.672	5.506	5.87	8.812
22-23	3.748	5.625	6.00	8.997
23-24	3.827	5.741	6.12	9.185
24-25	3.901	5.849	6.24	9.361
25-26	3.979	5.967	6.37	9.549
26-27	4.056	6.086	6.49	9.736
27-28	4.135	6.203	6.62	9.924
28-29	4.211	6.315	6.74	10.106
29-30	4.285	6.426	6.86	10.283
30-31	4.364	6.547	6.98	10.474
31-32	4.440	6.661	7.10	10.657
32-33	4.516	6.777	7.23	10.840
33-34	4.595	6.894	7.35	11.029
34-35	4.672	7.010	7.48	11.214
35+	4.751	7.123	7.60	11.400



## Addendum D Clothing and Equipment

### 1. Clothing for New Members - Support Services and Public Information

CLOTHING	ISSUED ITEMS
3 pair work pants	1 set badges
3 summer blue shirts	
1 winter blue shirt	
1 winter white shirt	
1 pair work shoes	
1 uniform cap	
1 approved jacket	
1 name plate	
1 approved tie	
1 belt	

### 2. Clothing for New Members - Arson

ISSUED ITEMS
2 fire coats
2 pair approved gloves
2 pair bunker pants
2 pair suspenders
2 pair bunker boots
2 protective hoods
1 flashlight
Helmet complete
Badge and case
Firearm
Holster
1 bulletproof vest
1 expandable baton
1 pair handcuffs
1 can OC spray
Face piece, SCBA regulator, protective bag
ID card
Gear bag
1 digital camera

### 3. Clothing for - Fire Shop Custodial Worker

CLOTHING	ISSUED ITEMS
2 sets coveralls	1 pair shoes (annually)
1 clean uniform daily (supplied by laundry service)	1 belt
1 pair leather gloves (annually)	1 baseball cap
1 jacket	

### 4. Clothing for New Members - Fire Prevention

CLOTHING	ISSUED ITEMS
3 pair uniform pants	1 Flashlight
3 winter blue shirts	1 set badges
1 winter white shirt	
3 summer blue shirts	
1 pair work shoes	

1 uniform cap	
1 uniform jacket	
1 work jacket and liner	
1 belt	
1 approved tie	
1 name plate	

## 5. Clothing for - Fire Apparatus and Equipment Mechanics

<b>CLOTHING</b>	<b>ISSUED ITEMS</b>
2 sets coveralls	1 flashlight
1 clean work uniform daily (supplied by laundry service)	1 black belt
2 work jackets	1 baseball cap
1 safety helmet	1 pair shoes/boots, approved type, safety toes (annually)
1 pair leather gloves	
1 pair approved gloves	
1 set of rain and foul weather gear	

## 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.

<b>CLOTHING</b>	<b>ISSUED ITEMS</b>
1 approved tie	2 fire coats
1 belt	2 pair bunker pants
1 uniform cap	2 pair suspenders
1 baseball cap	2 pair approved gloves
2 sweatshirts	2 pair of boots
2 T-shirts	3 protective hoods
3 pair work pants	1 pair pliers
3 short sleeved blue shirts	1 hose spanner
1 long sleeved white shirt	1 hose chain
1 pair work shoes	1 pocket mask
1 dress blue uniform (after completions of years' probation)	1 flashlight
1 long sleeved blue shirt	1 face piece, SCBA regulator, and Protective bag
1 uniform jacket	1 gear bag
1 pair of steel toed work boots (Urban Rescue Members only)	1 breast badge
1 name plate	1 cap badge
	1 ID card

**ADDENDUM E  
CHANCERY BRANCH JUDGMENT**

JEFFERSON CIRCUIT COURT  
CHANCERY BRANCH  
THIRD DIVISION

LOUISVILLE PROFESSIONAL FIRE FIGHTERS  
LOCAL 345, Et al.

PLAINTIFFS

VS-

J U D G M E N T

CITY OF LOUISVILLE, KENTUCKY, Et al.  
DEFENDANTS

\* \* \* \* \*

This action having come before the Court on the Plaintiffs' request and petition for a declaration of rights, and the Court being sufficiently advised and the parties hereto having reached an accord on the questions involved, it is hereby considered, ordered and adjudged as follows:

(1) In the City of Louisville Division of Fire, Fire Prevention Bureau, on and after October 1, 1965, any fire fighter assigned to said Bureau who requests a re-assignment to an activity or position working the Three-Platoon System shall be so re-assigned within thirty (30) days of said request.

However, in the event the number of working personnel in said Bureau falls below the existing working force, presently 18, then the Chief, Division of Fire, may detail the necessary employees, not to exceed the existing working force, presently 18, to said Bureau for a period not to exceed ninety (90) days; and said employees shall not be re-assigned to said Bureau for a period of five (5) years from the date said employees were temporarily detailed. If the quota is raised, then the same numerical percentage shall prevail.

The above procedure of the Chief, Division of Fire, detailing for a period of ninety (90) days, shall not apply so long as there is a certified list of qualified applicants for such classification.

Personnel shall be retained in their present position unless a request for re-assignment is made as provided herein.

The basic work week shall remain the same.

As of November 14, 1965, each fire fighter in the City of Louisville, Division of Fire, Fire Prevention Bureau, shall receive an increment of three hundred sixty-five dollars (\$365) in the annual salary paid to each such fire fighter.

(2) In the City of Louisville Division of Fire, Fire Alarm Office, on and after October 1, 1965, any fire fighter assigned to said Office who requests a re-assignment to an activity or position working the Three-Platoon System shall be so re-assigned within thirty (30) days of said request.

However, in the event the number of working personnel in said Office falls below the existing working force, the necessary employees, not to exceed the existing working force, presently 15, to said Office for a period not to exceed ninety (90) days; and, said employee shall not be re-assigned to said Office for a period of five (5) years from the date said employees were temporarily detailed. If the quota is raised, then the same numerical percentage shall prevail.

The above procedure of the Chief, Division of Fire, detailing for a period of ninety (90) days, shall not apply so long as there is a certified list of qualified applicants for such classification.

Personnel shall be retained in their present position unless a request for re-assignment is made as provided herein.

The basic work week shall remain the same.

As of November 14, 1965, each fire fighter in the City of Louisville Division of Fire, Fire Alarm Office, shall receive an increment of three hundred sixty-five dollars (\$365) in the annual salary paid to each such fire fighter.

(3) In the City of Louisville Division of Fire, Training Bureau, on and after October 1, 1965, any fire fighter assigned to said Bureau who requests a re-assignment to an activity or position working the Three-Platoon System shall be so re-assigned within thirty (30) days of said request.

However, in the event the number of working personnel in said Bureau falls below the existing working force, presently three (3), then the Chief, Division of Fire, may detail the necessary employees, not to exceed the existing working force, presently three (3), to said Bureau for a period not to exceed ninety (90) days; and, said employee shall not be re-assigned to said Bureau for a period of five (5) years from the date said employees were temporarily detailed. If the quota is raised, then the same numerical percentage shall prevail.

The above procedure of the Chief, Division of Fire, detailing for a period of ninety (90) days, shall not apply so long as there is a certified list of qualified applicants for such classification.

Personnel shall be retained in their present position unless a request for re-assignment is made as provided herein.

The basic work week shall remain the same.

As of November 14, 1965, each fire fighter in the City of Louisville Division of Fire, Training Bureau, shall receive an increment of three hundred sixty-five dollars (\$365) in the annual salary paid to each such fire fighter.

(4) The procedure in effect since May, 1965, covering the last Civil Service examination for fire sergeants shall be promulgated into a printed rule of the Louisville Civil Service Board, and so published. This procedure and printed rule permits the personal inspection by the applicant of all his test papers, including questions and answers.

(5) The duties of the Arson Squad shall be re-defined in writing and published, and shall specifically include investigations pertinent to Department personnel.

(6) All employees of the City of Louisville Division of Fire shall be paid overtime for all hours worked in excess of the official tour of duty. Said overtime shall commence upon official notification by each employee's Company Officer, and/or when said employee's name appears on the 3-A Plan Report; and said employee shall receive a minimum of two (2) hours overtime pay.

(7) All present promotional vacancies shall be filled by November 14, 1965, and all further promotional vacancies shall be filled within ninety (90) days after the vacancy occurs. This shall be regular procedure hereinafter followed.

(8) Commencing January 1, 1966, all vacations shall commence on the vacationing fire fighter's "on" day.

(9) An agreed procedure having been reached by the parties, thereby making the specific question asked herein moot, the Court makes no finding or judgment on this specific question.

The Court having found that there was an actual and justiciable controversy between the parties, and the parties having reached an accord and agreement on all the questions involved, the rights of the parties as set above are hereby declared adjudicated and determined.

above are hereby declared adjudicated and determined.

*Stephen Schmidt*  
JUDGE

OCT 23 1965

Prepared by:

*Herbert L. Segal*  
Herbert L. Segal  
Attorney for Plaintiffs  
1010 Republic Building  
Louisville, Kentucky 40202

Agreed to in full:

EUGENE H. ALMEY  
DIRECTOR OF LAW

By *James F. Steinfield*  
James F. Steinfield  
Assistant Director of Law  
Attorney for Defendants, City of  
Louisville, et al  
City Hall  
Louisville, Kentucky 40202

*William A. Stephenson*  
William A. Stephenson  
Assistant Director of Law  
Attorney for Louisville Civil  
Service Board  
City Hall  
Louisville, Kentucky

NOTICE OF FILING WAIVED.

Dated: *H. L. Segal*

ENT'D ON DOCKET OCT 28 1965  
JUDG'T. ENT'D OCT 28 1965  
IN JUDG'T BOOK NO. 2  
PAGE 4708  
ELMER A. CARRELL, Clerk  
By *Elmer A. Carrell* D.C.

**ADDENDUM F  
AUTOMATIC AID AGREEMENT**



OFFICE OF THE MAYOR  
LOUISVILLE, KENTUCKY

GREG FISCHER  
MAYOR

**AUTOMATIC AID AGREEMENT – “Plus One” Closest Unit Response**

**This agreement, is between the Louisville/Jefferson County Metro Government, acting by and through its Divisions of Fire and Metro Safe and the Fire Districts signing below Each party agrees to execute the agreement and comply with the terms and conditions contained herein.**

**WHEREAS**, the parties have judged it to be beneficial to identify resources and response to specific types of emergencies across jurisdictional boundaries with a single unit from a neighboring jurisdiction in order to provide the closest first due unit to facilitate consistently efficient allocation of those resources; and

**WHEREAS**, the parties agree that, to further this end, the response dispatch system should identify and dispatch a single fire company from the closest neighboring jurisdiction to the specific types of emergencies in addition to the normal response from the jurisdiction in which the emergency occurs; and

**WHEREAS**, the parties agree that their efforts will be most effective if they identify a designated buffer zone between the Urban Services District protected by the Louisville Division of Fire, the City of Shively, and the bordering Fire Protection Districts that will serve as the “closest unit response zone”; and

**WHEREAS**, the parties recognize that incidents occur in their respective jurisdictions that may require the use of equipment and manpower from neighboring jurisdictions in order to provide the closest fire response unit and further recognize that it is in the mutual interest of said parties to enter into an automatic aid agreement whereby each of the parties hereto may support, assist and aid the other in the event of such an occurrence;

**NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

**SECTION I.** The above recitals are hereby incorporated into this Agreement in their entirety.

**SECTION II. DEFINITIONS**

"Agreement" means this document.

"Plus One" means to dispatch and respond a single unit from a neighboring or bordering jurisdiction in addition to the normal "home" department's response; the "Plus One" unit is sent because it may be closer to an emergency incident than the home department.

"Automatic Aid" means the predetermined, prearranged dispatch and response of emergency resources to an incident in order to achieve the most efficient response time and adequate resources to initiate control of the emergency. Automatic Aid differs from Mutual Aid in that Mutual Aid is requested by an on-scene Incident Commander who is in need of additional or specific resources to control an incident; while Automatic Aid is already in place before an incident occurs.

"Plus One Incidents" means Structure Fires, Motor Vehicle Accidents with Rescue, Motor Vehicle Accidents with Fire, high priority medical incidents (CPR), and/or other run types as agreed upon by the parties.

### **SECTION III. OCCURRENCE AND PROCESS FOR PLUS ONE RESPONSE INCIDENT TYPES**

#### **A. Scope of Agreement**

1. Upon dispatch of the closest fire unit as a "Plus One" fire company of a party hereto, a requested automatic aid Fire Department/District may send apparatus and/or equipment and/or personnel to assist in the control of such occurrence without cost to the responding or the receiving fire department/fire district.

#### **B. MetroSafe Communications**

1. When MetroSafe has knowledge of a Plus One Incident, it shall, as the Dispatch/Communications Center for the Louisville Division of Fire, Shively Fire Department, and the Suburban Fire Protection Districts, dispatch and monitor response and on-scene activity of the fire agencies including those participating in the Plus One Closest Unit Response.
2. MetroSafe shall dispatch the normal, in-jurisdiction, response to Plus One Incidents; in addition, MetroSafe shall also dispatch the appropriate designated Plus One Closest Unit.

#### **C. Buffer/Response Zone**

1. The parties shall agree to establish zones which encompass areas in which the Plus One Closest Unit Response will be utilized and dispatched. The parties may agree to adjust the boundaries of the response zone that are in the best interest of uniformity and consistency; an example would be a small portion of a complex that may be beyond the agreed upon boundary.

#### **D. Closest Unit/Station Not Available**

1. In the event that a "Plus One" response is initiated, but the normally assigned "Plus One" unit is not available, the next closest "Plus One" unit should not be dispatched unless it is closer than the home District/Department resources.

#### **E. Situations precluding dispatch of a "Plus One" response**

1. Predetermined conditions may warrant not sending a "Plus One" unit in order to maintain coverage during the following:
  - a. Multiple Alarm Fires or Large-Scale Incidents
  - b. Severe Weather that generates multiple incidents or increased travel times
  - c. Exceeding the number of units sent outside the jurisdiction

#### **F. Incident Command**

1. Participating agencies shall implement a formal or informal Incident Command at all incidents. The fire department/fire district jurisdiction where the incident is located shall provide the Incident Commander unless there is no Command Officer available from the home fire department/fire district. In the event of a large scale or multiple agency incident a Unified Command may be established with the appropriate on-scene agencies.

**G. Radio Procedures/Talk -Group Channels**

1. Participating Agencies shall utilize the procedure stated in the April 2013 Addition: Channel Use for Incidents involving Urban and Suburban Departments.
  - a. Units will be dispatched by MetroSafe.
  - b. Units shall call responding on their normal assigned channel (Fire 1 or Fire 2 for LFD and Shively; Fire 5 or Fire 6 for Suburban Fire Districts.
  - c. Units shall call on-scene on their normal assigned channel, then switch to the channel for the incident.
  - d. If the cross-boundary unit arrives first, they should repeat their on-scene size-up after switching channels.

**SECTION IV. AUTOMATIC AID REVIEW COMMITTEE**

- A. There shall be an **Automatic Aid Review Committee** established under this agreement comprised of representatives from the participating agencies. The committee shall be advisory in nature with the purpose of monitoring progress.

**1. Suggested Representation for Review Committee**

- a. Louisville Division of Fire
- b. Shively Fire Department
- c. Jefferson County Fire Protection Districts
- d. MetroSafe Communications
- e. Louisville Firefighters IAFF Local 345

**2. Committee Chair**

- a. The Review Committee shall be co-chaired by the LFD Chief Officer and a Jefferson County Suburban Fire Chief Officer using accepted practices and rules of order; the Co-Chairs may schedule additional meetings as needed or requested.

**3. Review Committee Function**

- a. Evaluate whether response time standards are improving or being met.
- b. Evaluate the impact on loss of life and survival rates for emergency medical runs
- c. Evaluate the impact on fire casualties and community fire loss.
- d. Evaluate whether customer service goals are being met.
- e. Review any changes to the structure, staffing, and response of participating agencies
- f. Make recommendations for changes to this agreement to the signing parties.
- g. Make recommendations for changes to response and/or dispatch criteria.

**4. Review Committee Meeting Schedule**

- a. The Review Committee shall meet monthly or as deemed necessary by the Co-Chairpersons.



## SECTION V. GENERAL TERMS

A. This agreement shall not interfere, preclude, prohibit, or impede any other aid policy including mutual aid, reciprocal aid, interlocal aid agreements, or other automatic aid agreements, already established for any participating agency.

### B. Workers Compensation

The Fire Department furnishing such apparatus and/or equipment and/or personnel shall keep and maintain necessary workers compensation insurance on the personnel so furnished, and automobile liability on all fire apparatus/vehicles furnished.

### C. Immunity from Liability

The parties hereto do not waive any immunity from liability as provided in KRS 67C.101 (2)(e), KRS 75.070, KRS 95.830, KRS 39A.280, or as otherwise provided by law. Should, however, a court find liability against a party for acts committed in the course of providing services pursuant to the Automatic Aid Agreement, no other party shall be found liable simply because of being a party to this Agreement.

### D. Reimbursement for Cost of Service

There shall be no cost or charge for the participating agencies pursuant to this agreement for normal or routine operations.

### E. Authorization to Respond

The undersigned representatives of this agreement attest that they are the duly authorized representative of their respective agency and by force of their signature agree to the terms of this agreement.

### F. Stations and Resources

All participating agencies agree to maintain their current listed fire stations and resources in those respective stations; any changes should be communicated to the Review Committee to evaluate the impact to this agreement.

### H. Level of Staffing

The participating agencies in this agreement shall endeavor to meet or exceed the staffing levels outlined in NFPA Standard 1710; any permanent or long-term changes to staffing levels shall be communicated to the participating agencies through the Review Committee.

### I. Types of Equipment

For the purpose of response and on-scene uniformity and consistency, participating agencies shall utilize normal fire company types and designations; Engine, Truck, Quint, Quad, etc. A list shall be attached as an appendix. Any Plus One response unit shall be a pumping unit.

### J. Accountability/Tracking

Participating agencies shall maintain an Accountability/Tracking System for all personnel responding and on-scene of an incident; the system shall enable the Incident Commander or designated personnel to keep track of all personnel operating on an incident and the ability to implement a Personnel Accountability Report (PAR). A PAR shall be conducted after any significant occurrence during the incident such as a collapse, flashover, mayday, etc.

**K. Training and Certifications**

All personnel responding to incidents in accordance with this agreement shall be trained and certified to the minimum level of 400-Hour Kentucky State Certified Firefighter; At least one of the personnel responding to an emergency medical incidents shall be an Emergency Medical Technician – Basic (EMT-B); When possible and practical, participating agencies should conduct joint training exercises to ensure there is a working knowledge of on-scene operational policies and procedures.

**L. Incident Reporting**

Participating agencies shall maintain incident reports in accordance with the National Fire Incident Reporting System (NFIRS) and the Kentucky Emergency Medical Services Information System (KEMSIS); incident information shall be available to the agencies for incidents in their respective districts from responding agencies.

**M. Building Information**

When available and practical, participating agencies shall provide building information on target hazard occupancies to agencies that would normally respond to the facility.

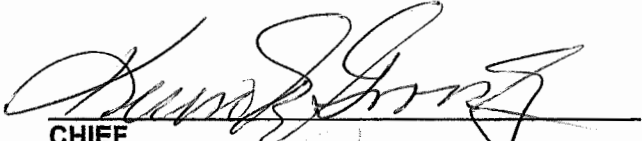
**N. Performance Measures**

In order to ascertain the effect of the "Plus One" closest unit response system, agencies will review and provide statistical information on Response Times, Property Loss, and NFPA Compliance in a monthly or quarterly report to participating agencies and the Review Committee.

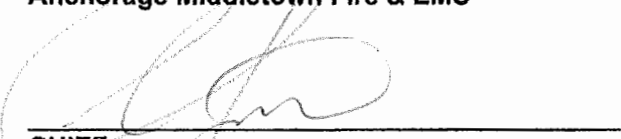
**O. Termination/withdrawal from Agreement**

Any party may withdraw from participation at any time, preferably with 90 days notice to the other parties;

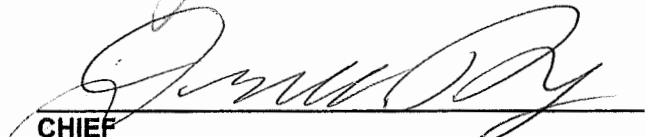
Witness the agreement of the parties hereto by their signatures hereon.

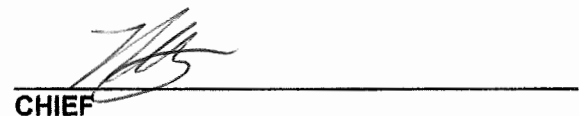
  
CHIEF  
Anchorage Middletown Fire & EMS

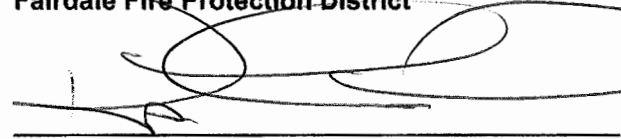
  
CHIEF  
Louisville Division of Fire

  
CHIEF  
Buechel Fire Protection District

  
CHIEF  
Camp Taylor Fire Protection District

  
CHIEF  
Fairdale Fire Protection District

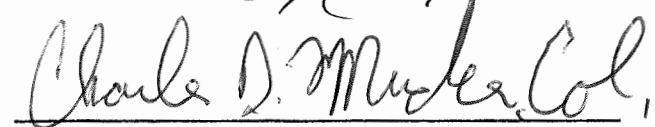
  
CHIEF  
Fern Creek Fire Protection District

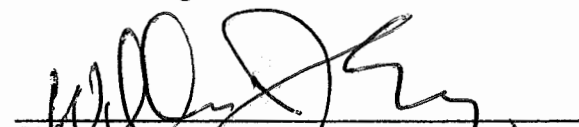
  
CHIEF  
Highview Fire Protection District

  
CHIEF  
Jeffersontown Fire Protection District

  
CHIEF  
Okolona Fire Protection District

  
CHIEF  
Pleasure Ridge Park Fire Protection District

  
CHIEF  
Shively Fire Department

  
CHIEF  
St. Matthews Fire Protection District

  
Director  
EMA/MetroSafe