

ADOPTED

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit.

SECTION 2. This Agreement shall be effective from July 1, 2020, to June 30, 2023.

SECTION 3. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020
Adopted by the Board of Commissioners, 2/11/2020
Recorded by Lindsay Parish, City Clerk, 2/11/2020
Published in *The Paducah Sun*, _____
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AGREEMENT
BETWEEN
THE CITY OF PADUCAH
AND
THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

Effective

July 1, 2020

through

June 30, 2023

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PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Assistant Fire Chiefs, Training Officer, Fire Marshal, Deputy Fire Marshal, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter. Any present or future employee who is not a member of the Union after completion of Recruit School shall, pay the Union a monthly service charge, which shall be an amount equivalent to the amount of dues and assessments payable by the Union member. The Union certifies to the Employer that the service charge charged nonmembers is in compliance with all State and Federal laws, including requirements established by the U.S. Supreme Court for the establishment of service and agency fees, and indemnifies the Employer for any award made against it as a result of suits over the service charge.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

The Union shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Union to the City.

Section 3.

The City shall provide each member of the Union's Executive Board with a copy of this Agreement and the Union agrees to provide the City with a roster of the names of its Executive Board, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days upon the day that any change in the members of the Executive Board occurs.

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of duties, as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall not be unreasonably withheld. Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of overtime at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide a one-time payment of \$450 for the purpose of purchasing dress uniforms. In addition, the City will provide \$900 per employee to be distributed in two installments, \$450 on January 1 and \$450 on July 1 of each year. Any remaining balance in an employee's uniform account on December 31 may be carried over. Up to \$200 of each year's clothing allowance may be used to purchase equipment items approved by the Chief in Fire Department Labor Management meetings. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. The City at no cost to the Firefighter will replace Clothing/accessories torn or damaged during the performance of the Firefighter duties.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 10 hours per month for a total of five (5) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 12 hours per month, for a total of six (6) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 14 hours per month for a total of seven (7) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 20 leave slots with 3 individual slots each. There will be 6 slots with 3 members in each of the six slots. The 3 man slots will increase by two slots each time manning rises by 1 member over 22 on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their one (1) unscheduled day in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the

fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following 11 holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Independence Day

Labor Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the 11 holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional eight (8) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work at least 6 hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1.

If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) **Elimination of Benefits-** The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) **Increase in Percentage Cost-Sharing-** The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) **Increases in Fixed-Amount Cost-Sharing-** The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) **Decrease in Rate of Employer Contributions –** The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2.

If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements,

coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5.

If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law.

Section 6. The terms and conditions of the Health Insurance Plan control as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

Upon retirement an employee participating in the group insurance plan may continue their coverage in the amount of Four Thousand Dollars (\$4,000) for which the retiree shall pay a monthly premium of fifty (50%) percent of its cost. The City shall pay an amount not to exceed Fifty percent (50%) of the total monthly premium. In no event shall the City pay more than Fifty percent (50%) of any such premium.

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the Union President.

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department act in a position of responsibility higher than the position the employee holds, and the temporary assignment is to be for greater than 10 consecutive 24 hour shifts (excluding unscheduled overtime and training assignments lasting less than 10 consecutive shifts), then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. For the purposes of determining the 10 consecutive shifts, one of the 10 shifts may be less than 24 hours but must be greater than or equal to 12 hours. The wage rate for a Captain acting as an Assistant Chief will be their Acting base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term bases are expected to perform those duties as part of their classification responsibility*.

Section 2.

There will be \$.80 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.15 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.05 per hour, in Acting base wage rate). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 day's pay.

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

$$\frac{(\text{Beginning sick time (max 150 days)} + \text{annual accrual}) - \text{Annual time used}}{3}$$

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled

shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program. Successful completion of the examination will result in a \$250 incentive to be credited to an employee's medical spending account in accordance with the terms of the City's Section 125 cafeteria plan, as well as federal guidelines governing medical spending accounts or in the employee's deferred compensation account of choice, subject to the terms and limitations of the deferred compensation plan.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of fire services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end, the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least 6 times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4.

The purpose of such meetings shall be to:

- a. Discuss the administration of the Agreement;
- b. Discuss grievances which have not been processed to the Second Step of the procedure when such discussions are mutually agreed to by the parties;
- c. Notify the Bargaining Units of changes made or contemplated by the City which effect Bargaining Unit members;
- d. Disseminate general information of interest to the parties;
- e. Give the Bargaining Unit Representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of their job duties when the meeting occurs during the assigned work hours of the representative. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if a special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 22 WORK RULES

Section 1.

The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2.

The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this agreement.

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business.

Grievances shall be processed in the following manner:

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists.

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. The City Manager shall within ten (10) working days of the receipt of the appeal hold a meeting with the Union Grievance Committee with the aggrieved employee present when practicable. The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a copy to the Union President.

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by the Kentucky Department of Labor or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union provided. However, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing their own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly payroll of each year:

	Payroll July COLA 2.5%	Payroll July COLA 2.5%	Payroll July COLA 3%
Captains	2020	2021	2022
< 10 years	19.63	20.12	20.72
10 years	20.12	20.62	21.24
15 years	20.62	21.14	21.77
20 years	21.14	21.67	22.32
25 years	21.67	22.21	22.87
Lieutenants			
< 10 years	17.85	18.29	18.84
10 years	18.29	18.75	19.31
15 years	18.75	19.22	19.79
20 years	19.22	19.70	20.29
25 years	19.70	20.19	20.80
Firefighter Relief Driver			
2 years	15.81	16.20	16.69
3 years	16.20	16.61	17.10
5 years	16.61	17.02	17.53
10 years	17.04	17.45	17.97
15 years	17.45	17.88	18.42
Firefighter Appointee			
6 months	13.56	13.90	14.32
1 year	14.63	14.99	15.44
3 years	14.99	15.37	15.83
5 years	15.37	15.75	16.22
10 years	15.75	16.15	16.63
15 years	16.15	16.55	17.05
	16.55	16.96	17.47

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager. **Section 3.** Based on comparative pay studies, the City may unilaterally increase the wage rate of any rank within bargaining unit position or classification.

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2023. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolutions authorizing same.

Section 2.

Between November 1 and 15, 2022, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 2023. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this Feb 11th, 2020. This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:


Richard Abraham, Mayor Pro Tem


Nathan Torian, President