AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

THE PADUCAH POLICE DEPARTMENT

BARGAINING UNIT

July 1, 2014 to June 30, 2017

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Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2014 by and between the City Of Paducah, hereinafter referred to as "City" or "Employer" and the Paducah Police Department Bargaining Unit, hereinafter referred to as "Unit" or "Bargaining Unit" organized under the auspices of Jackson Purchase Lodge 15 of the Fraternal Order of Police, hereinafter referred to as the "Bargaining Unit."

WITNESSETH

WHEREAS, the City and the Bargaining Unit have met and conferred, and the parties hereto have agreed to maintain and promote harmonious relations between the City and the Bargaining Unit, and that in order to produce effective and progressive public protection, they have agreed as follows:

ARTICLE 1. DEFINITIONS

Section 1. The parties agree that whenever in this Agreement, terms such as police officer, employee of the police department, employees, or members of the Bargaining Unit are used; the term refers only to those persons expressly included in the Bargaining Unit as set out in Article 2. Recognition, and further, this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel whether they be employees of the police department or elsewhere within the City.

Section 2. The parties further agree that whenever in this Agreement, the term "City" is used, the term refers to whomever the executive authority of the City has designated to exercise the rights to discharge the obligation in question.

Section 3. The parties further agree that all references in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Bargaining Unit as the exclusive collective bargaining representative for all employees of the police department of the City of Paducah who hold the rank of police officer or sergeant. The term employee shall not include any employee of the police department who is not included in the above and specifically excludes persons holding the rank of captain, assistant chief, chief of police, non-sworn personnel and probationary candidates for the police department. A candidate is on probation until he has actually worked 12 months after completing the Police Training Officer "PTO" program.

ARTICLE 3. DUES DEDUCTION

Section 1. Employees of the Bargaining Unit, on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Bargaining Unit after he/she has actually worked 12 months since completing the PTO program. Membership in the Bargaining Unit is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a Member regarding such matters. All Members in the Bargaining Unit, however,

shall be required to pay their fair share of the cost of representation by the Lodge, as provided for in applicable law.

Bargaining Unit Membership dues, as authorized by Members in the approved form, or fair share fees, shall be deducted monthly in an amount certified by the Lodge. Members wishing to revoke their Bargaining Unit Membership must notify the Bargaining Unit, and the Paducah City HR Director expressly and individually in writing. Upon such notification the Bargaining Unit shall begin deducting Bargaining Unit Membership dues or the fair share fee hereinafter described, whichever is appropriate, from the wages of such Members as soon as practical but in no event later than the 2nd pay period following receipt of such notice.

All employees covered by and benefitting from the actions within the contract between the City of Paducah and the Bargaining Unit shall be required to pay their fair share of the cost of representation by the lodge, pursuant to applicable law and the following:

A. Employees who are included in the collective bargaining unit but who exercise their right to decline to become members of the Bargaining Unit, shall be required to pay a fair share fee, the amount of which shall be determined as set forth below.
B. The Bargaining Unit shall provide to all affected employees and to the City of Paducah at least thirty (30) days advance written notice of the amount of the "fair share" fee. The initial amount of the fair share or service fee shall be the amount of the union dues reduced by a percentage equivalent to the percentage of total union expenses devoted to indisputably ideological purpose as determined by the certified public accountant.
C. The above described notice must also include a clear statement of the manner in which the amount of the fair share or service fee may be challenged by affected employees. The procedure for said challenges shall include a requirement that the challenges be in writing and delivered to the Lodge, with a copy to the City of Paducah, within thirty (30) days after receipt of written notice described in the preceding subsection "B."
D. In the event of a challenge to the fair share service fee, the Bargaining Unit shall afford the challenger a reasonably prompt resolution of the challenge by an impartial decision-maker who may be an arbitrator chosen from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service or a similar organization of professional arbitrators. The method of selection of the impartial arbitrator shall include a request for a panel, and the opportunity for alternate striking between the Bargaining Unit and employee. All challenges to a single notice of the amount of the fair share fee shall be decided by a single decision-maker at a single hearing.
E. In the event of a challenge, the initial amount of fair share fee shall be placed in an escrow account by the City of Paducah until the issuance of a decision by an impartial decision-maker as set forth above.
F. Upon the rendering of the impartial decision maker, the disputed amounts held in escrow shall be distributed to the challenging employee, the Bargaining Unit, or both as indicated by the rendering of the impartial decision-maker.
G. Nothing herein shall limit the rights of the parties to pursue remedies for violation of any provision under this Article, including without limitation the right to pursue remedies that could require reimbursement for the expenses (including attorney fees) of defense of litigation resulting from failure to comply with Article 3 of this Collective Bargaining Agreement.

H. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal and state statutes or case law.

Section 2. The Unit 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 Bargaining Unit to the City.

Section 3. The City shall provide each member of the Bargaining Unit Executive Committee with a copy of this Agreement and the Unit agrees to provide the City with a roster of the names of its Executive Committee, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days of the day that any change in the members of the Executive Committee occurs.

ARTICLE 4. NON-DISCRIMINATION

Section 1. The City agrees not to discriminate against any employee who elects to be a member of the Fraternal Order of Police who participate in legal Bargaining Unit activities under this Agreement

Section 2. The Bargaining Unit agrees not to discriminate against any employee who elects not to be a member of the Fraternal Order of Police or refrains from Bargaining Unit Activities.

ARTICLE 5. 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, hire and to be the sole judge of qualifications of applicants. The City has the sole right to direct the work force; to discipline or discharge for just cause; to establish, maintain, and modify departmental rules and procedures; to layoff 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 equipment, amount of equipment in the fleet, etc.; the right to direct members of the police department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the police department in any manner permitted by law including the size of the police department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation of assignment of work to employees within the police department in a manner most advantageous to the City; to introduce new, improved or different methods or techniques of operation or to change existing methods and techniques of operation; to establish basic and 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, vacations, days-off and holidays off; to determine rank based upon the duties assigned; and to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations

Section2. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

ARTICLE 6. PUBLIC OBLIGATION

Section 1. The City and the Bargaining Unit recognize that a strike would create a clear and present danger to the health and safety of the public, and inasmuch as this Agreement provides mechanisms for the orderly resolution of grievances, the City and the Bargaining Unit recognize their mutual responsibility to provide uninterrupted services to the citizens of Paducah.

Section 2. Nothing in this Article shall be constructed to limit or abridge either party's right to seek available remedies provided by law to deal with any unauthorized or unlawful activities as provided in this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the City and the Bargaining Unit and/or employee concerning the interpretation, application or compliance with the terms of this Agreement. Grievances may only be filed by the executive committee of the bargaining unit. Executive members are President, Vice President, Treasurer, Secretary, and Second Vice President. Grievances must be signed by at least two (2) members of the executive board. Grievances will be presented on a standard Grievance form to the shift or group commander and, if not resolved after contract review and discussion, shall be sent to the Chief of Police via the chain of command with signatures of all parties involved. Prior to filing a formal grievance under these procedures, an employee who feels he has been aggrieved may request a conference with the command officer in charge of his shift or division. For purposes of this Article "command officer" is defined as a superior officer holding the rank of Sergeant/Captain. Matters involving the just nature, appropriateness or severity of discipline or corrective action are not subject to the grievance procedure contained herein, but may be appealed pursuant to statute. Grievances alleging violation of the Policemen's Bill of Rights shall be appealable to the grievance procedure through the Third Step only. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The parties agree that any disciplinary action the City takes which is covered by KRS 95 will not be subject to the Grievance Procedure. The parties further agree the City retains the right to take disciplinary action other than that which is provided for in KRS 95 and such action is not subject to the requirements of that statute. Further, an employee may voluntarily accept discipline, discharge, demotion, etc., in lieu of having charges preferred against him under the provisions of KRS 95.

Section 2. Grievances shall be processed in the following manner:

a. FIRST STEP: Within fifteen (15) working days after the occurrence of an event or action which causes an employee to feel that he has been aggrieved, the Executive Committee shall present the grievance, in writing, to the command officer in charge of the aggrieved employees shift or division (a fifteen day extension will be granted upon written request to explain the need for extension). The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance and must be signed by the aggrieved employee or it will be barred from consideration. If the matter is not satisfactorily settled within five (5) working days, the grievance shall move to the Second Step. No grievance presented after ten (10) working days will be considered under these procedures. If the shift commander determines that he can take no action on the grievance he will immediately forward it to the Chief of Police for Step 2. Any member of the bargaining unit who has a grievance

arising out of his employment with the City, which is not grievable under the grievance procedure of this contract, may use the grievance procedure provided for all City employees in the City of Paducah Code of Ordinances.

b. SECOND STEP: The employee shall present the grievance, in writing, to the Chief of Police, within two (2) working days of the Step 1 response. If the matter is not satisfactorily settled within ten (10) working days, the grievance shall move to the Third Step. If the Chief of Police determines that he can take no action on the grievance, he will immediately forward it to the City Manager for Step 3.

c. THIRD STEP: If the grievance is not settled at Step 2, the Chief of Police shall submit the grievance to the office of the City Manager within five (5) working days after receipt from Step 1. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within fifteen (15) working days to discuss the grievance. The City Manager will answer in writing within fifteen (15) working days of receipt of the grievance (or any meeting to discuss the grievance); whichever is later. City Manager shall submit grievance and a copy of his response to the Mayor and Commission within fifteen (15) days for their information. City Manager shall send the bargaining unit president a copy of his response.

Section 3. FOURTH STEP: In grievances concerning the interpretation, application or compliance with the terms of this Agreement, if the grievance is not resolved in the above manner, the Bargaining Unit may request mediation through the Kentucky Labor Cabinet, Division of Employment Standards and Mediation or any other mutually agreed upon mediator in the following manner.

a. Within 10 calendar days of the City Manager's ruling the Bargaining Unit may petition the Kentucky Labor Cabinet, Division of Employment Standards and Mediation, to initiate mediation, and shall simultaneously notify the City of its intent to seek mediation of an unresolved grievance.

b. The representatives of the parties (the Bargaining Unit and the City) shall schedule a pre-mediation meeting to be held within fourteen (14) calendar days after notification of a request to mediate. The parties shall attempt to settle the grievance and, if it cannot be settled, shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the mediator shall frame the issue or issues to be decided.

c. The representatives of the parties shall meet with the mediator. At the conclusion of the meeting, if the issue is not resolved, the mediator may choose to prepare a report and/or recommendation for submission to the City Commission.

d. The costs and fees of the mediator shall be borne equally by the parties. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a transcript.

Section 4. FIFTH STEP: 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. 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.

Section 5. Working Days Defined -- Whenever in these procedures the term "working days" is used, it shall refer to the working days of the person with whom action is required, whether the grievant or the person responsible for responding to the grievance.

Section 6. Grievances may be represented by an employee representative of the Bargaining Unit at any step of the grievance procedure, and may be represented by an attorney at any proceeding beginning with the Third Step of the grievance procedure.

Section 7. Failure by the Bargaining Unit or any of its members to exercise any of their rights as specified by an express provision of this Agreement shall not constitute a waiver of that right provided a grievance exercising that right is filed within the time limits outlined herein.

Section 8. Failure by the City to answer a grievance within the time period prescribed in Steps 1, 2, and 3 shall constitute a denial of the grievance.

ARTICLE 8. LABOR RELATIONS 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 police 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 nor 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 police services in the most efficient manner possible. No issue which 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 Bargaining Unit representatives shall meet at least 4 times per year. The time, place and agenda will be arranged by the designated representatives from the City and the Bargaining Units. 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 meeting shall be to:

a. Discuss the administration of the Agreement.

b. Discuss grievances which have not been processed to the Third Step of the procedure when such discussions are mutually agreed to by the parties.

c. Notify the Bargaining Unit 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 subjects 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 his or her job duties when the meeting occurs during the assigned work hours of the representatives. 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 special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 9. DISCIPLINARY PROCEDURES

Section 1. When an officer is to be disciplined or interviewed in relation to possible discipline he will be allowed, if he request, to have a witness of his choosing to be present. Such a request may not delay the proceedings by more than two hours. Interviews or interrogation relating to criminal or administrative misconduct shall be in accordance with the Commonwealth of Kentucky Statutes 95, generally referred to as the Policemen's Bill of Rights. Discussions held solely for the purpose of instruction or corrective actions when no documented disciplinary action is contemplated, are not covered. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.

Section 2. Employees will receive a copy of all documented disciplinary action placed in their file at the time of the discipline and each employee will sign the disciplinary action upon receipt. In cases where the employee's signature on the disciplinary documentation only indicates the employee's receipt of the document, the employee may note that his signature indicates, "I have received but do not necessarily agree with this document."

ARTICLE 10. 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 will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 11. BULLETIN BOARD

The City agrees to provide space, at an accessible location for Bargaining Unit Employees, for one bulletin board for use by the Bargaining Unit. The bulletin board will be furnished by the Bargaining Unit. All notices posted on the bulletin board shall be signed, dated, posted or removed by a Bargaining Unit representative. The President of the Union or his designee may use the City E-Mail system to disseminate information to Bargaining Unit employees provided a copy of the distributed material is furnished to the Chief of Police and other Bulletin Board guidelines are followed. A Bargaining Unit representative will police the bulletin board on a regular basis. It is understood that no material may be posted on the Bargaining Unit bulletin board at any time which contain the following:

(a) personal attacks upon any member or any other employee;
(b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials;
(c) attacks on any employee organization, regardless of whether the organization has local membership; and,
(d) attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 12. SENIORITY

Seniority by time in Grade per rank will be the basis for shift preference, vacation, and days off assignments, provided however, that the City has the right to preclude any one shift from being staffed by police officers, 50% of whom have less than three (3) years' experience with the Paducah Police Department.

ARTICLE 13. SHIFT ASSIGNMENT

Section 1. The City will use a bid book process. Shift assignments will be for six (6) months. For the first bid process, requests for changes in shift assignment shall be made by October 1 of each year with posting of the change by October 15 with the effective date to be the first Thursday corresponding with the first full pay period in January of the following year. For the second bid process, requests for change in shift assignment shall be made by April 1 with the posting of the change by April 15 with the

effective date to be the first Thursday corresponding with the first full pay period in July of the same year. Employees on corrective action assignment will be permitted to participate in the bid process if corrective action is scheduled to end by January 31 for the first bid process, or July 31st for the second bid process.

a. It is recognized that from time to time it is necessary in the interest of the operation of Police Department to make shift or unit reassignments as a result of vacancies in the ranks, temporary absences, training, community events, specialized assignments, or emergency circumstances which require adjustments in the shift structure. Such requirements shall be made when practical on the basis of seniority and shall be grievable under the terms of the grievance procedure.

b. It is further recognized that it may become necessary to reassign an individual Bargaining Unit member to another shift for corrective or retraining purposes for a period not to exceed six (6) months. The reasons for a shift reassignment shall be provided in writing to the member at the time of the reassignment also listing any prior corrective measures attempted. Such reassignment shall not be arbitrary and shall be grievable under the terms of the grievance procedure. Grievances involving such shift reassignment shall be filed directly with the Chief of Police at Step 2.

c. In the event a permanent (3 months or longer) vacancy occurs on a shift then employees on that same shift may exercise their seniority for preference of the vacant days-off schedule. Employees on corrective action or retraining assignment will be considered least in seniority for this preference and no more than two (2) officers per shift will be assigned for retraining or corrective action.

d. The parties agree that hardship and emergency cases will be handled on an individual basis. An employee should notify the shift or unit commander to initiate any special consideration.

Section 2. When vacancies within the Sergeant position are to be filled, such vacancies may be filled by the Chief of Police for training purposes for the newly appointed Sergeant for a period up to six months. Any employee displaced as a result of this assignment shall be restored to his shift at the end of the training period.

ARTICLE 14. HEALTH AND SAFETY

Section 1. It is agreed that safety is a prime concern and responsibility of the City, the employees and the Bargaining Unit. In this regard:

a. The City agrees to provide safe working conditions and equipment for members of the Bargaining Unit in conformance with minimum standards of applicable law.

b. Employees and the Bargaining Unit accept the responsibility to follow all safety rules and safe working methods of the City. Employees shall report unsafe working conditions to their supervisors as soon as any unsafe working condition is known.

c. The City and the Bargaining Unit shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations meetings. Such matters will not be subject to the grievance procedure contained herein.

Section 2. The City and the Bargaining Unit recognize the Employer's right to require employees to participate in physical agility testing to determine the individual's ability to perform the physical requirements necessary for the duty position.

The parties agree to initiate an annual, voluntary, on duty physical testing program to be implemented in the first half of each calendar year. Those employees successfully completing the equivalent of the Police Officer Professional Standards "POPS" test at the Entry level will be rewarded with a $150 incentive and those completing the test at the Exit level will be rewarded with a $250 incentive. The POPS equivalent as of February 1, 2006 will be the standard; employees are not eligible for both incentive payments. The payments can be utilized as either Wellness or Deferred compensation dollars and will be available July 1 of each year.

ARTICLE 15. WAIVER IN EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder the following conditions of this Agreement may be temporarily suspended by the City:

a. time limits for the processing of grievances; and,

b. all agreements relating to the assignment of employees for the duration of the emergency period only.

An emergency declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day-to-day operations of the City.

Section 2. Upon the termination of the emergency grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 16. WORK WEEK & OVERTIME

Section 1. The normal workweek for members of the Bargaining Unit shall be 40 hours per week.

Section 2. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the employee's regular straight time hourly rate. For purposes of this section "hours worked" shall only include hours for which the employee performs services for the Employer, paid holiday leave and vacation leave.

Section 3. In the event an officer reporting for his regular duty is given an assignment prior to the normal commencement time of his shift, the officer shall be considered to be in an on-duty status, with such time being compensable. However, with the approval of the shift commander or superior officer the officer may elect to take an equivalent compensatory time at the end of the shift in lieu of payment.

Section 4. The officer working the overtime may request his shift commander to allow him to take compensatory time in lieu of payment for actual time worked, but if granted, must be taken within the same work week.

Section 5. Officers shall receive a minimum of two (2) hours' time for court appearance and four (4) hours minimum time for call-out time at the appropriate rate of pay when the officer is required to report for court appearance or is required to report for duty outside of his regularly scheduled work shift. Call-out time which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift shall not be eligible for the minimum. Call out time shall be defined as that period of time other than his regular work schedule when an officer is required to perform in his capacity as a police officer under instruction of a superior officer. The two (2) hour minimum shall apply to mandatory staff meetings and staff training when scheduled outside of the regularly scheduled work shift.

Section 6. It is further recognized that from time to time normal shift and hour assignments may be temporarily reassigned for training purposes or other legitimate police functions. Under such circumstances, the 40-hour rule will continue to apply.

Section 7. "Required Court Time" outside the regular schedule of an employee will be calculated on an overtime basis and shall include lunch breaks that occur during the required court time. If court time occurs as a part of the officer's regular shift, overtime will not be paid.

Section 8. Members of the Bargaining Unit will be allowed to exchange duty with other qualified officers up to twelve (12) times per year per City policy as in effect at the time of the exchange. However, no exchange will be permitted if it interferes with the ability of the department to perform special functions or training requirements.

Section 9. Retired officers who are subpoenaed by the Commonwealth Attorney to Circuit Court to testify regarding Paducah Police Department cases they worked will be paid a $40 per day witness fee.

ARTICLE 17 WAGE RATES

Section 1. Effective July 1, 2014, the members of the Bargaining Unit will receive a 1.0% increase, with a wage increase of 1.5% and 2.0% July 1, 2015 and July 1, 2016 respectively. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

Employees within the Bargaining Unit shall be paid, upon satisfactory completion of consecutive years of service in the police department, in the following hourly amounts:

Section 2. Police officers with specialty skills utilized by the department outside of their regular assignment, such as: Bomb Technician, K-9, SWAT, Accident Reconstructionist, Hostage Negotiator, Drug Recognition Expert, or similar special assignment shall receive additional compensation of forty dollars ($40) per bi-weekly pay period. Such "special assignments" shall be made by the Chief of Police and additional compensation shall not be effective until after thirty (30) days of such assignment. Special

duty pay shall be discontinued upon reassignment of a police officer to duties other than Bomb Technician, K-9, SWAT, Accident Reconstructionist, Hostage Negotiator, Drug Reconstruction Expert, or similar special assignment.

Certified Police Training Officer (PTO), Police Training Supervisor (PTS), and Police Training Coordinator (PTC) assigned another officer or recruit shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to the assigned officer/recruit. The actual hourly rate of this classification of employee is $.80/hour higher than that shown in the above wage rate schedule.

Police Officers assigned to Investigation duties as a Detective shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to their assignment. The actual hourly rate of this classification of employee is $1.00/hour higher than that shown in the above Wage Rate Schedule.

The Chief of Police with the approval of the City Manager may designate other special duty assignments and pay as deemed appropriate.

Section 3. Based on comparative pay studies, the City may unilaterally increase the wage rate of any bargaining unit position or classification.

Section 4. If during the term of this Agreement, the City negotiates and implements a percentage pay increase for any bargaining unit therein, then, in that event, the City will simultaneously therein adjust the bargaining unit wage scale in this Agreement unless the increase for another bargaining unit is a "catch-up" for a previously deferred pay increase and the "catch-up" is the only reason for the difference. 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.

Section 5. Members of the bargaining unit will be paid a shift differential for those employees regularly assigned to one of the following shifts: The shift differential for officers whose duty shift begins at or after 1:00 p.m. will be $.25/hour; the shift differential for officers whose duty shift begins at or after 6:00 p.m. will be $.50/hour.

Section 6. Contingent upon approval of the City Manager and the Chief of Police, a newly hired employee may be given service credit for pay purposes only for previous law enforcement experience. The maximum credit will be five (5) years, but not more than one-half (1/2) the years of full service the new employee brings to the department from a previous employer. Such previous service will have to be from employment that would be considered beneficial to the City's current requirements for police officers' and at least equivalent to that of a current employee with the same amount of service with the department.

Section 7. Effective July 1, 2014 members of the bargaining unit who have ten (10) or more actual or credited years of service at the Paducah Police Department shall receive $.25/hour higher than that shown in the pay rate schedule below.

Effective July 1, 2015 members of the bargaining unit who have fifteen (15) or more actual or credited years of service at the Paducah Police Department shall receive $.25/hour higher than that shown in the pay rate schedule below.

Effective July 1, 2016 members of the bargaining unit who have twenty (20) or more actual or credited years of service at the Paducah Police Department shall receive $.25/hour higher than that shown in the pay rate schedule below.

Position SERGEANT	July - 14	July - 15	July - 16
5 Years	25.27	25.65	26.16
6 Years	25.36	25.74	26.26
7 Years	25.47	25.85	26.37
8 Years	25.56	25.95	26.47
9 Years	25.67	26.06	26.58
10 Years	25.78	26.16	26.69
11 Years	25.87	26.25	26.78
12 Years	25.97	26.36	26.88
13 Years	26.07	26.46	26.99
14 Years	26.16	26.55	27.08
15 Years	26.27	26.66	27.20
16 Years	26.38	26.78	27.31
17 Years	26.47	26.87	27.41
18 Years	26.56	26.96	27.50
19 Years	26.66	27.06	27.61
20 Years	26.77	27.17	27.71
21 Years	26.88	27.28	27.82
22 Years	26.99	27.39	27.94
23 Years	27.09	27.49	28.04
24 Years	27.19	27.60	28.15
25 Years	27.28	27.69	28.24

Position POLICE OFFICERS	July - 14	July - 15	July - 16
1 Years	21.07	21.38	21.81
2 Years	21.17	21.49	21.92
3 Years	22.18	22.51	22.96
4 Years	22.23	22.56	23.01
5 Years	22.95	23.29	23.76
6 Years	23.01	23.35	23.82
7 Years	23.06	23.40	23.87

8 Years	23.33	23.68	24.15
9 Years	23.44	23.79	24.27
10 Years	23.53	23.89	24.36
11 Years	23.64	24.00	24.48
12 Years	23.74	24.09	24.57
13 Years	23.85	24.20	24.69
14 Years	23.95	24.31	24.79
15 Years	24.05	24.41	24.90
16 Years	24.15	24.51	25.00
17 Years	24.24	24.60	25.10
18 Years	24.35	24.72	25.21
19 Years	24.45	24.82	25.32
20 Years	24.56	24.93	25.43
21 Years	24.65	25.02	25.52
22 Years	24.77	25.14	25.64
23 Years	24.86	25.23	25.73
24 Years	24.97	25.34	25.85
25 Years	25.07	25.44	25.95

ARTICLE 18 CLOTHING ALLOWANCE

Section 1. The City shall determine the appropriate uniform and equipment to be worn by Bargaining Unit members who shall be required to be in proper uniform upon reporting for duty.

Section 2. All probationary candidates in positions included in the Bargaining Unit shall receive an initial clothing allowance of one thousand dollars ($1,000) and in the event such member shall fail to serve in the department for more than one (1) year, all clothing purchased with the initial clothing allowance shall be returned to the department.

Section 3. The Department shall furnish all leather items of equipment, except shoes, which items shall remain the property of the department and shall be returned to the department upon the departure of a member from the department for any reason other than retirement.

Section 4. The City shall establish a credit/vendor or commissary system for employee purchases of clothing during the term of this agreement. A nine hundred dollar ($900) vendor credit per officer is to be distributed the 1st day of January and each subsequent year during the term of this Agreement. The officer may use his credit at any time during the year to and may carry over any unused amounts to the next year. All non-uniformed personnel covered by the Bargaining Unit agreement shall receive one thousand dollars ($1,000) per year allocated in two installments of three hundred dollars ($300) on the second payday in February and three hundred dollars ($300) on the second payday in June each year of the contract, with the remaining four hundred dollars ($400) to be deposited into the vendor credit system in the same manner as uniformed officers. Such disbursement shall be subject to all required withholdings per State and Federal law.

Section 5. Each Bargaining Unit member shall be issued a soft body armor vest at time of initial employment at no cost to the employee. Body armor vests and carriers issued by the City will be replaced at no cost to the employee in accordance with the manufacturer's specifications. The use of such vests will be in accordance with Departmental Policy. Vests will be returned to the City upon replacement or upon the employee's termination of employment.

Section 6. Any official clothing or equipment damaged while on duty will be replaced at no expense to the officer.

Section 7. The City shall continue to issue each member of the Bargaining Unit a handgun which shall remain the property of the City.

Section 8. At any time the Chief of Police initiates a mandatory change in a Bargaining Unit employee's uniform, then the City agrees to purchase the first set. Other changes will generally require six (6) months advance notice and as far as practical comply with the January distribution of credit.

ARTICLE 19 VACATIONS

All employees of the police department shall receive vacation time as follows:

During the first fourteen (14) years of employment, vacation time shall accrue at the rate of one and one-quarter (1-1/4) days per month for a total of fifteen (15) days per year. Between the beginning of the fifteenth year and the beginning of the twentieth year, members shall accrue vacation time at the rate of one and one-half (1-1/2) days per month for a total of eighteen (18) days per year. From the beginning of the twentieth year to the beginning of the twenty-fifth year of employment, the accrual rate shall be one and three-fourths (1-3/4) days per month for a total of twenty-one (21) days per year. For all members with more than twenty-four (24) years of service, the accrual rate for vacation shall be two (2) days per month for a total of twenty-four (24) days per year. Each member may accrue up to a maximum of fifty (50) days of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

No vacation leave shall be credited to any employee until such time as he has worked for the City for six (6) consecutive months, after which time vacation leave shall be credited from the date of employment.

ARTICLE 20 HOLIDAYS

Section 1. The following days during each calendar year are hereby designated as holidays on which all City employees, with the exception of the police department personnel, will be granted a holiday:

New Year's Day (January 1)
Martin Luther King Jr. Day
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

and such other general city employee holidays as may from time to time be designated by order of the Board of Commissioners.

Section 2. Any officer in the bargaining unit who because of their shift assignment works a holiday shall receive two (2x) times his regular rate of pay for hours worked on the holiday, up to a maximum of eight (8) hours, plus holiday leave equal to the time worked on said holiday up to eight hours. Premium pay for time worked on a holiday does not count toward hours worked for overtime purposes. Holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Section 3. When a holiday occurs on an employee's regular scheduled off day, the employee will receive holiday leave of eight (8) hours. Such holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Section 4. Holiday leave shall be requested in writing and taken in increments of not less than one (1) hour.

Section 5. Effective July 1, 1993 an employee may accrue maximum balance of 150 hours of holiday leave time. Employees who terminate employment will be paid for accrued holidays up to 150 hours at time of termination.

Section 6. Members of the bargaining unit will be granted one (1) personal day each year of the contract. This personal day must be taken within the calendar year it is earned; it will not be rolled over into the next year. The personal day may be taken upon the officer's request, and in management's discretion (one officer per shift with 48 hour notice will be granted).

ARTICLE 21 SICK LEAVE

Section 1. Each member of the bargaining unit regularly employed on a full-time basis shall be entitled to sick leave with pay, and shall be entitled to accrue sick leave. Except as described in Section 4 below, an employee shall accrue sick leave at the rate of 1 1/2 days per month. A month in which a member of the bargaining unit is paid for twelve (12) days or more shall be considered a month of service. A day for which a member of the bargaining unit receives worker's compensation benefits from the City of Paducah or its insurance carrier shall be considered a day for which the employee is paid

under this section. Any member of the bargaining unit granted a leave of absence for any other purpose shall not continue to accrue sick leave at the rate prescribed in this section during such absence.

Service for sick leave credit includes all hours in active pay status, including regular non-overtime hours worked, paid vacation, paid sick leave and paid holidays, but not unpaid leave, unpaid suspension, layoff or overtime.

Section 2. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires 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.

Section 3. 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 2 above or the payment alternative described in Section 4 below.

Section 4. Payment Alternative: Members of the bargaining unit may elect the following benefit in lieu of the Retirement Time Purchase described in Section 2.

a. 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 days pay.

b. Employees electing the payment alternative who have 150 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for 1/3 of all sick days accumulated over 150 days. Payment for these sick days shall be no later than the second paycheck in February of the following year.

c. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Section 2 must state their desire in writing to the City Finance Director within 90 days of their date of employment.

d. Employees selecting this benefit in lieu of the retirement time purchase described in Section 2 shall accrue sick days at the rate of 1 1/3 days per month.

e. Employees who selecting this benefit in lieu of the retirement time purchase described in Section may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

Section 5. A member of the bargaining unit eligible for sick leave with pay shall be granted such leave for the following reasons only:

a. Illness, injury or pregnancy-related condition of the employee.

b. The illness of a member of the bargaining unit member's household, his parents, or children, whether or not said parents or children are a member of the employee's household, who require the employee's personal care and attendance.

c. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

d. The death of a member of the bargaining unit member's immediate family; provided, however, the employee will be excused from work for a period of three (3) days only beginning with the day of death and ending with the day after the funeral, and the bargaining unit member may be paid for such three (3) days, but any additional time taken during such period shall be deducted from accumulated vacation or holiday leave. ("Immediate family" for purposes of this Article means a spouse, parent, spouse's parent, child [natural, adopted, step, or foster], grandparents, grandparent-in-law, grandchild, sister, brother, sister-in-law, and brother-in-law.)

Section 6. A bargaining unit member on sick leave shall inform the Shift Supervisor or Shift Commander of the fact and reason as soon as possible but at least two (2) hours prior to the start of his scheduled shift, when such notification is possible, 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 7. Sick leave with pay in excess of three (3) consecutive working days for any reason shall be granted only after presentation of a written statement by a licensed physician certifying that the bargaining unit member was unable to perform the duties of his position. Such statements shall accompany payrolls submitted to the City Finance Director.

Section 8. In special cases, with individual bargaining unit members, where the Chief of Police feels it is necessary to avoid abuse of the sick leave provisions, the Chief of Police may, with the approval of the City Manager, require that bargaining unit member to submit a written statement by a licensed physician for any absence. The bargaining unit member will be notified in advance that he will be required to submit such a statement when he is absent on sick leave.

Section 9. In unusual circumstances, and with the approval of the Chief of Police and the City Manager, sick leave may be taken in advance of accrual up to a maximum of thirty (30) working days; provided, that any bargaining unit member separated from City employment who has been granted sick leave that is unaccrued at the time of such separation shall reimburse leave and, if possible, for this purpose a deduction shall be made from the bargaining unit member's final payroll check.

Section 10. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one-quarter hour. The minimum amount charged will not be less than one (1) hour increments.

Section 11. The Chief of Police, with good cause, may require an employee to take an examination, at the expense of the City, conducted by a licensed physician, designated by the City, to determine the physical or mental capacity to perform the duties of his position. Upon receipt of the physician's opinion on fitness, the Employer shall meet with the employee to discuss possible accommodations. Accommodations made by the Employer shall comply with applicable law.

Section 12. 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 22 MILITARY LEAVE

Military leave for any full-time officer that is an active member of the United States Armed Forces, Reserve, or National Guard will receive up to 21 working days of military leave for the purpose of fulfilling state and/or federal active duty orders per Federal Fiscal Year, provided the orders require absence from employment at the City of Paducah. Paid military leave shall not exceed the number of working days actually required to fulfill your orders. Any military leave needed after 21 working days will be charged to vacation leave or leave without pay. The Federal Fiscal Year spans from October 1 – September 30.

Official leave must be requested in order to avoid being dismissed for job abandonment. A copy of your orders and a Leave of Absence form must be provided to your supervisor to initiate this request. The Chief of Police or Designee will forward to HR.

A schedule of training shall be provided to the employee's supervisor at least 90 days in advance, unless emergency activation occurs.

ARTICLE 23 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 decreases 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 similar 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 A Summary of Benefits)

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 controls 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 24 LIFE INSURANCE

Section 1. The City agrees to provide life insurance benefits on each employee's life, in the face amount of $12,500 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any officer killed in the line of duty which will be $50,000 to be paid upon the employee's death.

Section 2. 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 become part of the general fund of the City.

Section 3. Upon retirement, the employee participating in the group insurance may continue his coverage in the amount of Four Thousand Dollars ($4,000) for which the retiree shall pay 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. A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the President of the Bargaining Unit.

ARTICLE 25 LIABILITY INSURANCE

The City of Paducah shall, on an annual basis, endeavor to procure police officer liability insurance of sufficient quality and quantity of coverage as to adequately afford protection to the City and its officers. However, it is understood that the City may not be able to achieve desired level of coverage (due to circumstances beyond its control), or may not be able to obtain reasonable rates. In any case, the City shall be sole judge of type coverage to be procured.

ARTICLE 26 STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING

Members of the Bargaining Unit, up to a maximum of three (3), shall be allowed to participate in direct contract negotiations while in a pay status for up to two hours per negotiating session. However, if the number of employee hours being spent on such session becomes excessive in management's opinion pay status will not be allowed.

ARTICLE 27 SEVERABILITY

In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect; but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 28 DURATION

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between parties, and all other agreements written, oral, or otherwise are hereby canceled.

All features of this contract shall remain in full force and effect unless amended or abandoned by mutual agreement through the 30th day of June 2014. If the parties are at impasse on this date then either party may request mediation through the Kentucky Labor Cabinet and the provisions of this Agreement will remain in effect for an additional sixty (60) days.

Section 2. Between November 1 and 15, of 2016, 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 at least four (4) negotiating meetings to be held between January 2 and March 1, 2017. Failure to reach tentative agreement in this timeframe may 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. If

there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for a ratification vote.

Section 3. Nothing in this contract shall preclude the parties from mutually agreeing in writing to amend the contract at any other time.

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hand this day of February 2014.

This Agreement, approved by final ordinance shall become effective July 1, 2011.

For the City of Paducah, Kentucky:

Gayle Kaler
Mayor

For the Paducah Police Department Bargaining Unit:

Anthony Copeland
President