

# AGREEMENT

By and Between

THE CITY OF COVINGTON, KENTUCKY

AND

COVINGTON PROFESSIONAL FIREFIGHTERS

LOCAL UNION #38

IAFF/AFL-CIO-CLC

Effective Date: January 1, 2010

Expires: December 31, 2010

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# AGREEMENT

This Agreement entered this 11<sup>th</sup> day of June , 2010 by and between the City of Covington, Kentucky, hereinafter referred to as the Employer and Local No. 38, Covington Professional Firefighters, hereafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise during the term of this contract, and to establish proper standards of wages, hours and other conditions of employment.

## Article I:

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all uniform employees of the Covington Fire Department through the rank of Captain.

## Article II:

### DEDUCTION AND REMITTANCE OF DUES

The Employer shall deduct from the wages of the employees, Union dues as authorized by each employee, in writing. Said authorization shall remain in full force and effect until such time as it is revoked in accordance with the terms and conditions with this agreement. The Employer shall remit dues collected weekly to the Secretary-Treasurer of the Union. All dues collected shall be shown on the employees' paycheck stubs.

Article III:

AGENCY SHOP CLAUSE

Any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the Union dues as a contribution toward the administration of the Agreement.

Employees who fail to meet this requirement shall be discharged. The Union shall notify the City Manager, in writing, of any Firefighter who is in violation of this Article.

Article IV:

UNION BUSINESS

Union representatives who are certified by the Union shall be granted leave from duty for the purpose of transacting Union business after giving written notice to, and receiving approval from the Chief, except as hereafter provided. Such leave shall be with pay and shall be included by not limited to processing grievances when required during the normal tour-of-duty. Such leave shall not exceed 456 hours annually.

The parties recognizing the importance of the International convention which is Biennial and the State Convention which is Biennial, deems it appropriate to grant three (3) members of the executive board the right to attend the aforesaid conventions upon 30 days written notice to the Chief. The parties agree that this special convention leave shall be granted only once within any calendar year. Such leave shall be with pay.

Article V:

PREVAILING RIGHTS

The rights of both parties hereto are hereby recognized and acknowledged. The provisions of this Agreement shall be controlling and exclusive in resolving any

controversy arising between the parties during the term of the Agreement. It is hereby acknowledged that the Administration and Management of the Department shall lie with the Chief, with the understanding that the organizational structure of the Department may be modified by mutual written agreement, or after consultation with the Union.

All rights, privileges and conditions of employment held by members of the Department which are presently enjoyed yet not specifically included or excluded in this Agreement shall remain in full force and effect and shall be unaffected in any manner, except by mutual agreement by the Employer and the Union.

The Employer agrees not to discriminate against the Union member for his/her activity on behalf of or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee with regards to race, creed, sex, color, or religion, or national origin.

#### Article VI:

#### LEGAL AND SEVERABLE

This Agreement shall be subject to the provision, rights, limitations and requirements of the constitution of the United States, the Constitution of the Commonwealth of Kentucky, and all Federal and State Laws; except that it is agreed by both the Employer and the Union that any action taken by the Kentucky Legislature or any third party decision, shall not result in a loss or increase of wage benefits conferred by the Agreement for its designated period of enforceability. In the event any provision of this Agreement shall be declared invalid or legally unenforceable, the remainder of this Agreement shall not be affected thereby, but shall continue in full force and effect. The Employer agrees to negotiate a substitute clause or article for invalidated portion.

Nothing in this Agreement shall be construed to infringe on the jurisdiction of the Police and Fire Board of Examiners as set forth in the Kentucky Revised Statutes

or any valid rules and regulations thereof and nothing contained herein shall be or is intended to be in conflict with the Kentucky Revised Statutes, Chapters 95 and 345.

Article VII:

NOTIFICATION

The Union agrees that its members shall comply with all the Fire Department rules and regulations, including those related to conduct and work performance. The Employer agrees that the Department rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.

Article VIII:

SENIORITY

The Department shall establish and maintain an up-to-date seniority list. A new list shall be completed and posted on a bulletin board on January 1<sup>st</sup> of each year for at least thirty (30) days in all Fire Stations. A copy of the Seniority List shall be given to the Secretary-Treasurer of the Union. Any objection to the Seniority List as posted shall be reported to the Chief within (30) calendar days of the first day of posting or the Seniority List shall stand approved.

Seniority shall commence on the first day of employment and shall continue until employee's voluntary termination, retirement or discharge for cause. Suspension time shall not count towards seniority.

In the event, more than one (1) employee goes on the payroll of the Department on the same day, the employee's Civil Service grading score shall govern their seniority standing with the employee obtaining the highest score taking precedence. However, if more than one Eligibility List is used for such employment, the names drawn from the eligibility list with the earliest effective date will have precedence for seniority purposes. Scores will be the next deciding factor.

Article IX:

LONGEVITY

Each employee, after three years of service, shall receive compensation at the rate of Eight (8) Dollars and fifty cents (50) effective July 1, 2004, per month for every year of service not to exceed twenty (25) years of service. Longevity pay shall be paid in weekly installments. No Longevity pay shall be payable during the first three (3) years of service. The Employer and the Employee shall make pension contributions on longevity.

Article X:

VACANCIES AND PROMOTIONS

Procedures for promotional examinations in the Department shall be governed by the following as it relates to the members of the Fire Department in the bargaining unit:

Section I

Promotional testing will be conducted by a testing coordinator ("the testing coordinator") and a testing company ("the testing company") mutually agreed upon by the city and the Union, for positions as specified in Section II herein.

The Examination is to be secured from and scored by the testing company. An ad hoc committee of the Chief, a City representative, and a Local No. 38 Testing Committee representative will select the books to be used for promotional tests for positions as specified in Section II herein. Promotional examinations will be held between the dates of November 1<sup>st</sup> and December 1<sup>st</sup>. Reading list or study

guide will be posted 4 months prior to test date, except for interim exams and exams for positions one rank above the rank of Captain.

The eligibility list established, provided in this Section, shall continue for two (2) years, from January 1 through December 31 of the second year.

#### A. The Regular Testing Cycle

Each applicant must submit, in writing, his or her desire to take the test at least thirty (30) days prior to the date of the examination. The notice of holding a promotional examination for a position or positions in the Fire Department shall, unless waived by all persons eligible to participate, be posted not less than forty-five (45) days prior to the examination.

#### B. Interim Testing Cycle

If all eligible applicants are promoted, an interim examination for that position will be held within a period of thirty (30) days and this list will expire December 31 of the second year. For purposes of promotional testing for the Covington Fire Dept., an interim examination is defined as a test given after the Regular Testing Cycle list is exhausted. A test to establish a new position within the department will not be considered an interim examination.

Each applicant must submit, in writing, his or her desire to take the test at least 21 days prior to the date of the interim examination.

### Section II (A)

Vacancies in positions above the rank of "firefighter" and below the rank of "Battalion Chief" in the Fire Department shall be filled by competitive promotion

examination and promotions shall be by successive rank, experience in the Department and minimum previous rank listed as follows:

<u>Rank</u>	<u>Experience on Department</u>	<u>Minimum Previous Experience</u>
Engineer	3 yrs or 2yrs with BS, AFS or OLC	Grade IV, or Grade III with BS, AFS, or OLC
Lieutenant	5 yrs or 4 yrs with BS, AFS or OLC	Grade IV
Captain and/or	7 yrs or 6 yrs with BS, AFS or OLC	Lieutenant

Captain Inspector

(A.F.S. Associate in Fire Science, O.L.C. Open Learning Certificate, B.S. Bachelor of Science in Fire Science)

To be eligible for promotion to each next highest rank below the rank of Battalion Chief, the examinee must achieve a passing grade of Seventy (70) points, combined written and seniority points.

### Section II (B)

A battalion Chief vacancy shall be filled from the rank of Captain in the Fire Department. The position of Emergency Medical Service Director will be tested on "as needed basis" with the following qualifications; 10 years seniority, CPR Instructor, Advanced Cardiac Life Support Instructor and Grade III Emergency Medical Service Instructor. Both positions will be tested by using the following two part procedure:

1. Part one will consist of a written test which will be worth 70 points of a candidate's total score.

2. Part two will consist, at the City Manager's discretion, of an oral and/or management ability test which will be worth 30 points of a candidate's total score.
3. A candidate must achieve a combined score of 70 points from the written, oral and seniority points in order to be placed on the eligibility list. All tests shall be administered, scored and posted.
4. After both parts of the testing procedure have been given and all the candidate's scores totaled, the Chief of the Fire Department will recommend to the City Manager the appointment of (1) one of the top (3) three candidates to fill the vacancy. Anytime the top candidate is not appointed, he/she shall be given the reason by written notice.

### Section III

The position of Assistant Chief will be recommended by the Fire Chief from the rank of Battalion Chief. If no Battalion Chiefs accept the appointment then the same testing procedures will be given to the rank of Captain as detailed for the rank of Battalion Chief as stated in section II of this written agreement. If no Captains wish to test for the position for Assistant Chief, then the Fire Chief may recommend appointment from outside the Covington Fire Dept.

### Section IV

Seniority credit shall be given as follows:

One (1) point shall be added for each of the first four (4) years of service; Six-tenths (6/10ths) of a point shall be added for each year of the next sixteen (16) years of service.

In computing the credit for seniority, half of the credit above set out shall be given for a half year of service.

The final score will be based on raw score plus seniority points. Seniority points will be credited for service time up to and including December 31.

Five (5) years	4.6	Five and a half yrs (5.5)	4.9
Six (6) years	5.2	Six and a half yrs (6.5)	5.5
Seven (7) years	5.8	Seven and a half yrs (7.5)	6.1
Eight (8) years	6.4	Eight and a half yrs (8.5)	6.7
Nine (9) years	7.0	Nine and a half yrs (9.5)	7.3
Ten (10) years	7.6	Ten and a half yrs (10.5)	7.9
Eleven (11) years	8.2	11 and a half yrs (11.5)	8.5
Twelve (12) years	8.8	12 and a half yrs (12.5)	9.1
Thirteen (13) years	9.4	13 and a half yrs (13.5)	9.7
Fourteen (14) years	10.0	14 and a half yrs (14.5)	10.3
Fifteen (15) years	10.6	15 and a half yrs (15.5)	10.9
Sixteen (16) years	11.2	16 and a half yrs (16.5)	11.5
Seventeen (17) years	11.8	17 and a half yrs (17.5)	12.1
Eighteen (18) years	12.4	18 and a half yrs (18.5)	12.7
Nineteen (19) years	13.0	19 and a half yrs (19.5)	13.3
Twenty (20) years	13.6		

Section V

After the examination has been completed and after all possible credits have been given, the examinee receiving the highest grade shall be placed first on the eligibility list. In the event, two examinees receive the exact same grade after the seniority credits are figured, the examinee with the highest written score on the promotional exam shall determine the position on the eligibility list.

As soon as the eligibility list is drawn up, the names and grades shall be posted at each Fire House. As long as the eligibility list exists and a vacancy occurs which may be filled from such eligibility list, the vacancy shall be filled (unless the City abolishes the position) within a period of not more than thirty (30) days from the date of such vacancy.

A member of the Department who has taken the examination and has been placed on the eligibility list and has been suspended (48 hrs. or more) within twelve (12) months preceding the date he/she is eligible to be considered for promotion shall not be eligible to be promoted. If said member is not promoted because of a suspension, and twelve (12) months has passed from the date of last suspension, said member's name shall be placed at the top of the eligibility

list for promotional consideration. The twelve (12) months shall begin from the first day of suspension.

The Chief of the Fire Department will recommend to the City Manager the appointment of top candidate on the eligibility list from these examinations for promotion: Engineer, Lieutenant, and Captain.

#### Section VI

After a promotional examination has been held by the testing coordinator, the following shall be in effect:

1. The testing coordinator will notify candidates of examination results by posting it in each Fire Station.
2. The review process shall be in accordance with the testing company's policy.

#### Section VII

All promotional appointments in the Fire Department will be for a probationary period not to exceed twelve (12) months. If at the end of the probationary period, the employee's service is unsatisfactory, he or she shall be reduced to the rank held at the time he or she was appointed to the higher rank.

In all cases of unsatisfactory probationary period in the Fire Department, the Fire Chief and the City Manager shall, at the end of the probationary period, furnish the employee with a written notice of unsatisfactory probation and a statement of the basis for such a finding.

## Article XI:

### WEEKLY WAGE RATE

The work schedule for all employees from ranks of Grade I through Grade IV, Engineer's, Lieutenant's, E.M.T. Driver's, and Captain's shall be a twenty-four (24) hour tour-of-duty followed by forty-eight (48) hours of continuous time off, and shall be granted every seventh (7th) working tour off so that after an employee's sixth (6<sup>th</sup>) tour-of-duty, he or she shall be granted one-hundred twenty (120) hours of continuous time off. This seventh day shall be designed as a "Kelly Day".

For purposes of equalizing pay, work weeks shall be considered to be 48 hours based upon the average number of hours worked in a 21 day cycle, not inclusive of unscheduled overtime. Weekly and hourly wage rates shall be as listed below. Hourly wage rates for shift personnel shall be determined by dividing the average weekly gross earnings by 52. The exception shall be for staff officers, who work 40 hours per week. Staff officers will be created at such time as the Fire Chief gains approval from the employer.

Staff officer positions shall consist of no more than 3 Captains and 3 Lieutenants. Staff Officer's position will be offered to all officers by seniority; if no officer chooses this position, then the officer with the least time in grade will be required to work 40 hours until a new promotion is made. All staff officers will receive 10.25% daytime shift differential; vacation time will be at a rate of 3 times their tour of duty days; be eligible for overtime, and be on a call back list.

#### Recruit Processing:

Any and all recruits entering the City of Covington Fire Department will not be considered actual firefighters until they have completed the Basic Training Period (designated by the Chief of the Fire Department, or his assistant).

These entry level recruits will have the following benefits upon appointment.

1. Longevity Credit
2. Vacation Credit
3. Hospitalization
4. Dental Plan
5. Pension Credit

New recruits will be entitled to holidays, but not entitled to Kelly days until such time as they become firefighters and are merged into the 24 hour shift rotation process.

**Salary Adjustment 2009 5%**

Grade	Weekly	Hourly	Holiday	Annual
Grade I	\$ 641.16	\$12.33	\$ 1,602.90	\$ 34,943.22
Paramedic Grade I	\$ 730.08	\$14.04	\$ 1,825.20	\$ 39,789.36
Grade II	\$ 723.84	\$13.92	\$ 1,809.60	\$ 39,449.28
Paramedic Grade II	\$ 825.24	\$15.87	\$ 2,063.10	\$ 44,975.58
Grade III	\$ 794.56	\$15.28	\$ 1,986.40	\$ 43,303.52
Paramedic Grade III	\$ 905.84	\$17.42	\$ 2,264.60	\$ 49,368.28
Grade IV	\$ 899.60	\$17.30	\$ 2,249.00	\$ 49,028.20
Paramedic Grade IV	\$1,026.48	\$19.74	\$ 2,566.20	\$ 55,943.16
Engineer	\$ 961.48	\$18.49	\$ 2,403.70	\$ 52,400.66
Paramedic Engineer	\$1,096.16	\$21.08	\$ 2,740.40	\$ 59,740.72
Lieutenant	\$1,019.20	\$19.60	\$ 2,548.00	\$ 55,546.40
Paramedic Lieutenant	\$1,161.68	\$22.34	\$ 2,904.20	\$ 63,311.56
EMT	\$1,058.72	\$20.36	\$ 2,646.80	\$ 57,700.24
Paramedic EMT	\$1,206.92	\$23.21	\$ 3,017.30	\$ 65,777.14
Captain	\$1,080.56	\$20.78	\$ 2,701.40	\$ 58,890.52
Paramedic Captain	\$1,231.88	\$23.69	\$ 3,079.70	\$ 67,137.46
Day Lieutenant	\$1,124.00	\$28.10	\$ 2,810.00	\$ 61,258.00
Par Day Lt.	\$1,281.20	\$32.03	\$ 3,203.00	\$ 69,825.40
Day Captain	\$1,191.20	\$29.78	\$ 2,978.00	\$ 64,920.40
Par. Day Capt.	\$1,358.00	\$33.95	\$ 3,395.00	\$ 74,011.00

### Salary Adjustment 2010 .5%

Grade	Weekly	Hourly	Holiday	Annual
Grade I <small>(Hired after 7/1/10)</small>	\$ 612.15	\$11.77	\$ 1,530.37	\$ 33,362.04
Paramedic Grade I <small>(Hired after 7/1/10)</small>	\$ 697.04	\$13.40	\$ 1,742.61	\$ 37,988.89
Grade I <small>(Hired prior to 7/1/10)</small>	\$ 644.37	\$12.39	\$ 1,610.91	\$ 35,117.94
Paramedic Grade I <small>(Hired prior to 7/1/10)</small>	\$ 733.73	\$14.11	\$ 1,834.33	\$ 39,988.31
Grade II	\$ 727.46	\$13.99	\$ 1,818.65	\$ 39,646.53
Paramedic Grade II	\$ 829.37	\$15.95	\$ 2,073.42	\$ 45,200.46
Grade III	\$ 798.53	\$15.36	\$ 1,996.33	\$ 43,520.04
Paramedic Grade III	\$ 910.37	\$17.51	\$ 2,275.92	\$ 49,615.12
Grade IV	\$ 904.10	\$17.39	\$ 2,260.25	\$ 49,273.34
Paramedic Grade IV	\$ 1,031.61	\$19.84	\$ 2,579.03	\$ 56,222.88
Engineer	\$ 966.29	\$18.58	\$ 2,415.72	\$ 52,662.66
Paramedic Engineer	\$ 1,101.64	\$21.19	\$ 2,754.10	\$ 60,039.42
Lieutenant	\$ 1,024.30	\$19.70	\$ 2,560.74	\$ 55,824.13
Paramedic Lieutenant	\$ 1,167.49	\$22.45	\$ 2,918.72	\$ 63,628.12
EMT	\$ 1,064.01	\$20.46	\$ 2,660.03	\$ 57,988.74
Paramedic EMT	\$ 1,212.95	\$23.33	\$ 3,032.39	\$ 66,106.03
Captain	\$ 1,085.96	\$20.88	\$ 2,714.91	\$ 59,184.97
Paramedic Captain	\$ 1,238.04	\$23.81	\$ 3,095.10	\$ 67,473.15
Day Lieutenant	\$ 1,129.62	\$28.24	\$ 2,824.05	\$ 61,564.29
Par Day Lieutenant	\$ 1,287.61	\$32.19	\$ 3,219.02	\$ 70,174.53
Day Captain	\$1,197.16	\$29.93	\$ 2,992.89	\$ 65,245.00
Par. Day Capt.	\$1,364.79	\$34.12	\$ 3,411.98	\$ 74,381.06

Hours worked in excess of forty-eight (48) hours average, paid at one and one-half (1½) times hourly rate (i.e., time not scheduled).

Whenever an employee is required to work in a higher pay classification than his/her regular pay classification for eight (8) hours or more during a regularly scheduled tour-of-duty, said employee shall be paid six percent (6%) of their base pay.; Working more than one higher pay classification will pay eight percent (8%). When a Captain works at a higher classification for 8 hours or more during a regularly scheduled tour of duty, said employee shall be paid eight percent (8%) of their base pay.

#### Exception I

All Covington Fire Dept. personnel work under the license of the Fire Dept. Medical Director, who has authority, per state law, to determine whether or not a paramedic operates under his or her license.

A maximum of 30 paramedics shall be compensated under the license of the Fire Dept. Medical Director.

Any firefighter who holds a Kentucky Paramedic Certificate will receive an additional 14% on his or her base pay.

Any current employee as of Aug. 15, 2007 shall be permitted to acquire a state paramedic license and receive the 14% above base pay even though there are 30 paramedics on the job. Paramedic certification pay shall begin the first day on shift after attaining said license.

Paramedics shall be permitted to voluntarily discontinue their paramedic status provided they have completed 6.5 years of service, and further provided that there are a minimum of 27 paramedics on the job. Those most senior shall have first choice as to whether or not they wish to discontinue paramedic status.

#### Exception II

Grade I to IV Firefighters shall receive \$17.00 per tour-of-duty above their regular base pay, in lieu of differential, when they are serving as an ambulance assistant.

The position of E.M.T. is a position in and of itself regardless of its pay structure, not to be construed as a ranking officer, regardless of its pay.

Whenever possible, the top person on the promotional examination list may work in an acting capacity in a higher classification within his or her platoon in his or her respective company.

Article XII:

EXTRA ALARM CALL BACK PAY

When an extra alarm fire or a City emergency is declared, employees called back to duty shall receive a minimum of six (6) hours pay, to be computed on a forty-eight (48) hour work week and multiplied by one and one-half time for overtime. Time for pay will commence when employees report for duty. The platoon of employees going off duty on the day of the emergency shall be the first called in or required for standby for said emergency. Employees called under this provision shall perform such duties assigned to them.

A rotating list of all three shifts, based on departmental seniority within each platoon, shall be maintained to assure every employee an equal opportunity for call back pay, with the ability to perform the specific task needed as a prerequisite for call back. Firefighters that are on sick leave or off work because of a job injury shall not report to duty. Said Firefighter shall notify person calling of his/her status.

In the event of any emergency requiring employees to work longer than six (6) hours continuously, it shall be the responsibility of the Department to see that these men are relieved upon completion of the aforementioned time, unless the welfare and safety of the community requires otherwise.

Article XIII:

PAID HOLIDAYS

All employees will be paid the equivalent of 2 ½ weeks pay per year for Holiday pay. The holiday pay will be paid semi-annually during the months of July and December. Holiday pay schedule is attached as part of this contract.

Article XIV:

PAID VACATIONS

Vacations shall not be accumulated and must be taken the year after the vacation has been earned. Emergency vacations may be granted, when possible, to any employee

showing a need therefore, provided the employee has accrued unused vacation to his credit.

Schedule of paid vacation days:

One (1) completed year through four (4) completed years .....four  
tours—of-duty

Five (5) years completed through fourteen (14) completed years.....six tours-of-  
duty

Fifteen (15) completed years through retirement.....nine tours-of-duty

No employee shall be required to use his or her vacation during a period of illness or job injury when such illness or injury occurred prior to the beginning of his or her vacation.

Vacation time changes may be used in 12-hour increments.

If a job injury occurs to said employee and he or she cannot take his or her vacation within that year due to the job injury, he or she shall be paid in cash at the end of the year.

If there is an illness and said employee is using sick time, he or she will be required to use his or her unused vacation as scheduled by the Chief. If the vacation cannot be taken within the calendar year, then said vacation shall be taken as soon as possible the following year.

If the employee retires prior to taking said vacation, the employee shall be paid in full for all unused vacation.

Emergency vacation may be granted by the Fire Chief upon request.

#### Article XV:

##### PAID COURT TIME

The City agrees to pay Firefighters for actual court time (minimum of two (2) hours) spent testifying as a result of a court order, subpoena, or summons on a matter directly pertaining to their duties.

The Firefighters hereby agree that any compensation received by them from any source for testifying shall be immediately remitted to the City, and said parties hereby agree to effectuate said payment to the City through the Chief or his designee.

Court payment shall be payable only if the individual immediately presents to the Chief or his designee a copy of the court order, subpoena, or summons, The employee must furnish evident of the actual court time in order to receive the benefit provided by this provision.

Article XVI:

SPECIAL LEAVES WITH PAY

The Firefighters of the Department shall obtain leaves-of-absence in the following manner and for the time mentioned with no loss of pay:

1. On occasion of the death of a Father, Mother, Spouse, or Child, Brother or Sister, a firefighter may utilize a maximum of two (2) tours of duty. If the death occurs while on duty, said firefighter will be relieved of duty for that day. Kelly days would be considered a tour of duty if they occur within this time period.
2. On the occasion of the death of a mother-in-law or father-in-law, Grandparent or Grandchild, one (1) twenty-four (24) hour day. If the death occurs while on duty, said firefighter will be relieved of duty for that day. Kelly days would be considered a tour of duty if they occur within this time period.

Article XVII:

WORKING ENVIRONMENT ALLOWANCE, FIREFIGHTING EQUIPMENT

The employer will to the best of its ability, provide safe, clean, air-conditioned and heated living quarters as well as adequate sleeping and cooking facilities. The City, at its expense, will make every reasonable effort to provide employees with the safest and most modern fire equipment and fire protection clothing available.

The employees agree to maintain the facilities and equipment in a reasonable manner. It is understood that all issued items must be returned to the Department in a clean and orderly condition, in light of reasonable wear and tear, if the employee shall cease to be a member of the Department for any reason.

The employer, at its expense, will provide safe fire equipment and fire clothing that meets Ky. OSHA or NFPA Standards, to include: turnout coat, SCBA face-piece, hood, flashlight, spanner, belt, hose strap, night pants, gloves, helmet, batteries, knee boots and all future replacement of unserviceable items. The Fire Chief will make exceptions based on his judgment regarding mitigating circumstances on lost or stolen items.

New Recruits shall receive the following items upon appointment:

- Four (4).....uniform work shirts
- Four (4).....uniform work pants
- One (1).....uniform winter jacket
- Two (2).....pair work shoes
- One (1).....uniform dress shirt
- One (1).....uniform dress pants
- One (1).....uniform dress hat
- One (1).....uniform dress coat and tie
- Two (2).....uniform T-shirts

Said employee will not be provided with a clothing allowance until he or she has been employed one (1) complete year. After each employee's first anniversary date, said employee shall receive a pro-rated clothing allowance. Pro-rated amount is based on remaining months between anniversary date and July 1. He or she will receive a full clothing allowance each and every year thereafter. The money is to be paid by the employer to the vendor for clothing or equipment. Clothing allowance will be paid to approved vendors from an approved list of items mutually agreed upon by the union and the Fire Chief.

Any employee, who damages their uniform and/or issued equipment in the performance of duty, shall have that article of uniform replaced, without

deduction from their clothing allowance this applies to the uniform of the day, and will also include such necessary items as eyeglasses, contact lenses, wristwatches, and hearing aids. Replacement shall be 100% of original purchase price, as recommended by the Fire Chief to the City Manager, based on circumstances.

Clothing allowance will be \$600.00 effective July 1, 2004. Fire Inspectors shall receive an additional \$50.00 clothing allowance.

Article XVIII:

POLICE PROTECTION

The employer agrees to provide adequate police protection and/or such other protection as may be required according to the situation at the given time for the protection of all employees. A fire officer in charge at the scene of a disorder shall have the authority to withdraw employees who are endangered by disorder, in which event fire equipment shall be withdrawn from the scene if possible.

Article XIX:

SICK LEAVE AND WORKERS COMPENSATION

Section 1

Sick leave with pay shall be granted to all employees at the rate of six (6) working tours of duty, (6) twenty-four (24) hour days during each calendar year, with the exceptions to Grade I-III. Grades I and II shall receive four (4) tours of duty , (4) twenty-four (24) days during each calendar year. Grade III shall received five (5) tours of duty, (5) twenty-four (24) days during each calendar year (above

exceptions will be effective for all employees hired after January 1, 1995). Such sick leave allowance with pay shall be granted to employees when they are incapacitated from the performance of their duties because of sickness or injury. No sick leave will be charged to an employee because of an injury sustained While on duty and there will be no loss of pay.

Each employee shall be credited for accumulated sick leave at the rate of six (6) working tours, (6) twenty-four (24) hour days per year and there shall be no limit placed upon maximum accumulation of sick leave, but there shall be no cash payment upon termination of any sick days.

## Section II

For sick leave use, the employee shall communicate with the Battalion Chief on duty Up to 9:00 P.M. the day before and from 7:00 A.M. to 7:30 A.M. on each day he or she is due to work.

Paid sick leave shall not be granted due to incarceration.

Sick leave with pay shall not be granted for any sickness resulting from Intoxication or use of narcotics, except that sick leave will be granted for treatment or rehabilitation as approved by the Fire Chief on the same basis as granted for any other illness. Said treatment or rehabilitation not to exceed five (5) weeks in any 24 month period; excess thereof within such 24 month period shall be considered an abuse of sick leave.

The employer may at any time after 48 hours of sick time use in any 12 month period, require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Moreover, even if the employer does not specifically request medical documentation (Doctor's slip) with respect to a particular absence, the employee must submit documentation if the particular absence for which sick leave is claimed exceeds 48 consecutive hours of duty time.

### Section III

Any employee whose salaries are addressed in this contract shall receive a payment of \$400.00 for each fiscal year if said person(s) have not used any sick leave during each fiscal year commencing July 1. Said incentive payments will be made within thirty (30) days after conclusion of the fiscal year. Said incentive payment shall not be made if the employee has been absent due to job injury for more than 180 calendar days during the fiscal year.

(This benefit will be initiated at the close of the 1990-2000 fiscal year.)

### WORKERS COMPENSATION

The City agrees to provide worker's compensation coverage for all firefighters consistent with the requirements established by the Kentucky Revised Statutes. Bargaining unit employees shall suffer no reduction in salary or benefits as a result of work-related injury from the date of injury until an employee is able to return to work or a medical determination is made that the employee is no longer eligible for worker's compensation salary benefits. In the case where the worker's compensation administrator determines that the employee is able to return to work and is no longer eligible for salary benefits, but the treating physician does not agree that the employee is able to return to work, the City shall continue to maintain full salary and benefits, subject to the following conditions. The employee shall be evaluated by the Center for Occupational Health at the University Hospital (University of Cincinnati) at times determined by the City. If the Center determines that the employee is able to return to work, or if the employee fails to appear for or cooperate in the evaluation by the Center, the City shall discontinue salary continuation pay until the employee returns to work, except the employee may use sick time until determined able to return to work by the treating physician. If the Center determines that the employee is

unable to return to work, the City shall continue to maintain full salary and benefits until the employee is determined able to return work or until a medical determination is made by the treating physician or the Center that the employee has reached maximum medical improvement. As outline above, the Center shall be performing as a third-party evaluator. If the Employee's treating physician is the Center or if the Center is otherwise unavailable to evaluate the employee, another third-party evaluator shall be selected by mutual agreement of the City and the Union.

Salary continuation pay under this wage continuation benefit shall be subject to the following stipulations:

- A. Salary continuation pay shall continue until the employee is recovered and certified able by either the treating physician or third-party evaluator to return to duty, or is declared eligible for disability retirement, whichever occurs first.
- B. When an employee has been injured on the job, it is the duty of said employee to return to work as soon as possible to his/her full-time-non-restrictive position.
- C. If the affected employee is not recovered and returned to work at the end of ninety (90) days after the occurrence of the accident and the said employee has been judged by competent medical authority to be permanently disabled, the City reserves the right to require that employee to submit to an examination (if an out-patient) and/or consultation, (if hospitalized), for the purpose of obtaining a reasonable prognosis as to the recoverability.
- D. If an employee is judged permanently impaired so as to prevent his or her performance of normal duty, then he or she shall be immediately referred to the Pension board for consideration, except as additional medical findings may be desired. Such examination or consultation shall be conducted by a licensed medical doctor appointed by the City.

- E. In the event that Workmen's Compensation concurs with the employees treating physician that permanent or permanent partial injury has indeed been sustained, any used sick time will be recredited.

Article XX:

TUITION REIMBURSEMENT BENEFIT

The City shall provide a policy of off-the-job tuition reimbursement to each regular full time firefighter on a reimbursement plan. Tuition reimbursement requires fulfillment of the following requirements:

1. If the firefighter leaves the employment of the city of any reason other than service or disability retirement within three (3) years of receipt of tuition reimbursement benefits, the firefighter must reimburse the city for the cost of the tuition.
2. Training must be with an accredited college, university or vocational school and shall be related to a degree curriculum.
3. The firefighter must receive advance written certification from the City Manager and the Fire Chief that the course meets the requirements listed above.
4. The firefighter must provide sufficient evidence of payment of full tuition And satisfactory completion, and passing grade, of the training to the City Manager for 100% reimbursement of cost of tuition, after approval by the Fire Chief and the City Manager.

## Article XXI

### HOSPITALIZATION, LIFE INSURANCE, DENTAL PLAN

The Employer shall provide paid hospitalization for each employee and his or her dependents. The hospitalization coverage provided by the City will be equivalent to or better than the present City of Covington Health Plan as existed on June 30, 1990 except for the following:

Co-payments for physician office visits shall not exceed \$15 per visit;

Emergency room visits shall not exceed \$75 per visit;

Each employee shall contribute \$12.50 per pay period as a premium for health care coverage to be deducted from the employee's paycheck. The City currently pays employees weekly.

For each drug prescription, the city shall pay the first \$50.00, the employee shall pay any amount above \$50, up to \$100.00, and any remaining amount shall be paid by the city. Employees shall incur no more than a maximum out-of-pocket expense on all prescription drug use in a calendar year not to exceed \$1,000.00 in 2007, \$1,250.00 in 2008, and \$2,000.00 in 2009. Mail order prescriptions are permitted and are to be administered by the City's plan provider. Approved over the counter prescriptions are available through the City's health plan.

Benefits shall not be diminished during the term of this Agreement.

The City may also provide annually to each employee the option to elect either the standard hospitalization benefits outlined in the paragraph above or fully-paid membership in a qualified health maintenance organization which is engaged in providing basic health service in a health maintenance service area which includes the City of Covington. The benefits provided under membership in the health maintenance organization shall be comparable with those typically provided by health maintenance organizations in the Northern Kentucky and Greater Cincinnati area and are generally available to employee groups in said

market area. There shall be no deductibles for membership in the health maintenance organization. Services shall be provided through a network of doctors and hospitals readily accessible in the service area. The Union shall be notified at least 30 days prior to any changes relative to City participation in any health maintenance organization. It is mutually agreed and understood that the benefits offered under membership in the health maintenance organization are limited to those which are available from organizations in the marketplace and are therefore subject to change beyond the control of the City upon each renewal of the health maintenance organization contract. Therefore, the option to elect fully-paid membership in a health maintenance organization typically provided in the Northern Kentucky and Greater Cincinnati area constitutes a right, privilege, or condition of employment which may not be affected in any manner except by mutual agreement, whereas the specific benefits provided under this membership do not, with the exception of the co-payments as specified above.

Employer shall provide each employee with a THIRTY-THOUSAND (\$30,000) dollar Double-Indemnity Life Insurance Policy. Hospitalization coverage shall be extended for a period of thirty (30) days beyond the death of an active full time employee.

#### DENTAL PLAN

The firefighter shall be provided individual/family dental and orthodontic plan for each firefighter with the following coverage:

- A. 100% of reasonable and customary charges for preventive and diagnostic treatment.
- B. 80% of reasonable and customary charges for restorative treatment (e.g. fillings, extractions).
- C. 50% of reasonable and customary charges for reconstructive treatment (e.g. crowns, dentures, bridgework). Orthodontic coverage shall be 50% of reasonable and customary charges subject to a \$50.00 lifetime

deductible per person and a maximum lifetime benefit of \$1,500 per person.

Reasonable and customary charge means the lowest of:

- A. The usual charge by the dentist or other provider of the services or suppliers for the same or similar services or supplies: or
- B. The usual charge of most other dentist or other providers of similar training or experience in the same geographic area for the same or similar services:
- C. The actual charge for the services or supplies.

#### VISION CARE

The vision care provided prior to the term of this contract remains in effect, wherein the employee and each covered dependent is entitled to one eye examination per 12 month period. The definition of eye exam now includes contact eye exams. Also, a maximum of \$50 is authorized toward the cost of a pair of contact lenses as an alternative to eyeglasses. Maximum limits remain the same. Other existing coverage: \$75 for bi-focal lenses, \$90 for tri-focal lenses, \$100 for ventricular lenses, and \$75 for contact lenses that are prescribed for post cataract surgery or if contacts are the only means available to restore acuity of 20/70 or better

Article XXII:  
GRIEVANCE PROCEDURE

Any dispute between the City, the Department, Firefighter, or the Union concerning any provision of this contract, rules and regulations of the Department as published or currently operable or concerning any condition of employment governed by this contract, shall be adjusted in accordance with the grievance procedure hereinafter set out.

A party filing a grievance shall be allowed representation consisting of at least one (1) member of the grievance committee and/or legal counsel at all steps of the grievance procedure.

The grievance procedure is as follows:

**Step #1:**

The grievance must be submitted to the office of the Chief, in writing, within thirty (30) calendar days after time of the act causing the grievance. The party's grievance shall set forth the pertinent data upon which the grievance is based, shall be signed and dated, by the aggrieved party and all parties directly involved shall be furnished a copy of said grievance. All grievances shall cite the section of this contract that is alleged to be violated. The Chief shall make a decision in written form, citing reasons to support his decision within fourteen (14) calendar days of the filing date.

**Step #2:**

If the grievance is not resolved to the satisfaction of the aggrieved party at Step #1, within twenty-one (21) calendar days, then the grievance shall be submitted in writing to the City Manager, who shall make his decision, in writing, citing reasons in support thereof within twenty-one (21) calendar days of the filing of the grievance with him.

Step #3:

If the grievance is not resolved to the satisfaction of the aggrieved part at Step #2, the aggrieved party has the right to submit the grievance to the City Commission for a hearing thereon. Within twenty-eight (28) calendar days of the filing of said grievance with the Commission, a hearing shall be held and a decision rendered.

Step #4:

If the grievance is not resolved to the satisfaction of the aggrieved party, the grievance shall be submitted alternately to arbitration before the Federal Mediation Conciliation Service and the American Arbitration Association.

Nothing herein shall be construed to mean that the City and the Union must only use the aforementioned arbitration services. The decision of the arbitrator shall be final and binding upon all parties. The cost of Arbitration proceedings will be paid by the losing party.

#### Article XXIII:

#### PERSONNEL FILE

The employer agrees to allow each employee the opportunity to review all items contained in his/her personnel file. Upon request of an employee to review his/her personnel file, the employer shall schedule a time and place for the review. A representative of the employer shall be present at all times during the review of the file. The employee shall be permitted to make a copy of any item contained in his/her personnel file.

Each item placed in an employee's file after July 1, 1990 pertaining to employee performance or discipline shall be accompanied by a form which the employee shall sign to acknowledge his/her awareness of the item being placed in the file. The form may be also be used for any comments the employee may wish to make pertaining to the item. No item pertaining to the employee discipline or performance shall be ordered into an employee's file without his/her acknowledgement. Any such item entered in the employee's file after July 1, 1990 without his/her acknowledgement shall be removed the employer, except as follows. If the employee refuses to sign the acknowledgement form, the employer shall summon an officer of Local 38 to witness the failure to sign the form, and the item shall be placed in the file.

Minor infraction items (those items in the file not involving suspension) shall be removed from the employee's file, upon request, after three years from the date of the offense.

Article XXIV:

RESIDENCY

Firefighters must reside in the State of Kentucky. Any firefighter living beyond twenty-five (25) miles from Company 1 Headquarters shall not be included on the call back list.

Article XXV

DISCIPLINE

There shall be no discipline or dismissal without just cause.

Article XXVI

CONDITIONS OF EMPLOYMENT

As condition of employment all employees must maintain their current EMT, or Paramedic License and all other certificates that are associated with the licenses. Any employee that receives a Paramedic license at the cost of the City of Covington and drops Paramedic License within First 3 years shall reimburse the City of Covington \$3,000.00 and any employee that drops paramedic license within 3 to 5 years will reimburse the City of Covington \$1,500.00

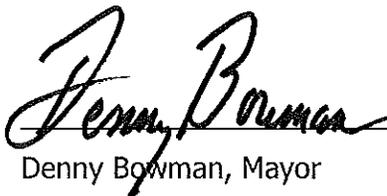
Article XXVII:

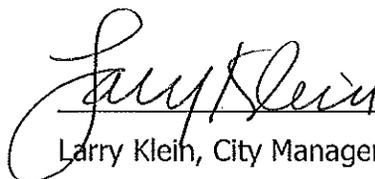
TERM

The term of this Agreement shall be in effect from January 1, 2010 through December 31, 2010.

Upon expiration of the Agreement, the parties agree that this contract will remain in full force and effect until a new Agreement can be negotiated.

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 11-4-10  
Denny Bowman, Mayor Date

 11-4-10  
Larry Klein, City Manager Date

 11-5-10  
Michael G. Holtman, President, IAFF Local 38 Date

*Mike Clendenen* 11/5/10

Mike Clendenen, Sec./Treas, IAFF Local 38

Date

*Tracy Spinkham* 11/5/10

Witness

Date



## LIMITED DUTY POLICY

### COVINGTON FIRE DEPARTMENT

1. Employees shall be required to work in a limited duty capacity while off duty due to job injury.
2. Employees shall have the option to work in a limited duty capacity while off on sick leave.
3. Limited duties shall adhere to the prescription of the treating physician or his/her designee. Required Limit Duty will start no sooner than 6 calendar days after the date of injury. Nothing in this MOU will preclude an employee from returning to work prior to six calendar days after the date of injury.
4. Employees required to work in a limited duty capacity shall work on their regular tour of duty shift day. No more than eight hours shall be scheduled for one Limited Duty workday. Start time for Limit Duty workdays is 8:00 AM. Said employees shall not be required to work weekends, holidays or Kelly Days. There shall be no trading Kelly Days while on Limited Duty.
5. Sick leave Limited Duty employees shall receive no deduction in accumulated sick time. Eight hours worked equals 24 hours credit.
6. Employees subject to the limitations in provision #3, who work in a limited duty capacity, shall perform only Fire Dept. related tasks. Duties include:

- Inspections
- Public safety education
- Fire investigation
- Training
- Training assistance
- Pre-plan assistance
- SOG assistance
- Purchasing/bid attainment
- Pickup and delivery of Fire Dept. equipment/materials
- IT issues
- Or other essential duties mutually agreed upon between the Fire Chief and the Union

Established: May 29, 2007

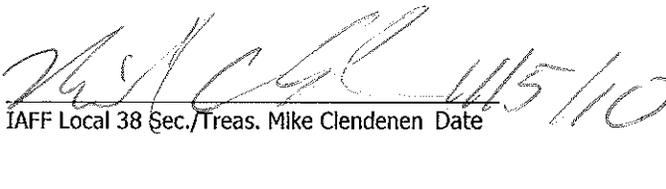
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding that addresses a minimum manning for the City of Covington Fire Department by and between the City of Covington Professional Firefighters Local 38.

The parties agree to maintain staffing at (30) 24-hour shift positions of which no less than twenty-nine (29) shall be members of the bargaining unit. The parties agree to reopen this memorandum of Understanding if a significant condition arises that would create the need to either increase or decrease the staffing level.

This Memorandum of Understanding remains in full effect until December 31, 2014.

The Agreement automatically renews for one (1) additional year unless either party gives written notice at least sixty (60) days prior to its expiration.

 _____ Mayor Denny Bowman                      Date	 _____ IAFF Local 38 President Michael G. Holtman Date
 _____ City Manager Larry Klein                      Date	 _____ IAFF Local 38 Sec./Treas. Mike Clendenen Date