



CITY COMMISSION MEETING
 AGENDA FOR FEBRUARY 18, 2014
 5:30 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE –Meg Hancock, PTHS Sophomore

ADDITIONS/DELETIONS

PRESENTATION: Update for the Community Scholarship Program and the Paducah School of Art & Design – A. WRIGHT

	I.	<u>MINUTES</u>
	II.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Actions
	III.	<u>ORDINANCES – ADOPTION</u>
		A. Contract for Exclusive Beverage Service in Paducah Parks Facilities – M. THOMPSON
		B. Purchase Hand-held Radios for Police Department – POLICE CHIEF BARNHILL
	IV.	<u>ORDINANCES – INTRODUCTION</u>
		A. Accept KLC Safety Grant Award – S. ERVIN
		B. Approve Agreement with Paducah Police Department Bargaining Unit – C. MEDFORD
		C. Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 – C. MEDFORD
		D. Agreement for Professional Inspection Services with ICA Engineering for the Greenway Trail Phase II Underpass – R. MURPHY
		E. Authorize Contract for Concrete Ready-Mix – R. MURPHY
	V.	<u>CITY MANAGER REPORT</u>
		A. Noble Park Bank Stabilization Project – M. THOMPSON
		B. Recycling Facilities

	VI.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VII.	<u>PUBLIC COMMENTS</u>
	VIII.	<u>EXECUTIVE SESSION</u>

FEBRUARY 4, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 4, 2014 at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

INVOCATION

Commissioner Abraham gave the invocation.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the January 14, 2014, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

ORDINANCES – ADOPTION

ACCEPT DONATION OF INDEPENDENCE PARK TO THE CITY

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE ACCEPTING A DONATION OF A PARCEL OF REAL PROPERTY KNOWN AS INDEPENDENCE PARK LOCATED AT 114 FOREST CIRCLE, PADUCAH, McCRACKEN COUNTY, KENTUCKY AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS RELATING TO SAME”. This ordinance is summarized as follows: The City of Paducah hereby accepts a donation of a parcel of real property known as Independence Park located at 114 Forest Circle, Paducah, McCracken County, Kentucky from Independence Bancshares, Inc.. This property is valued at \$225,000. Further, the Mayor is hereby authorized to execute a Deed of Conveyance and all documents relating to same to transfer the real property to the City of Paducah.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD. #2014-2-8113; BK 33

AMEND ORDINANCE FOR PARK PROPERTIES TO INCLUDE INDEPENDENCE PARK

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 70, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: That Section 70-32, Public Parks, Playgrounds, and Recreational Areas Available to the Public is amended to include Independence Park located at 114 Forest Circle. This ordinance also renames Henry Clay Park as Albert Jones Park and renames the Greenway Trail to the Clyde F. Boyles Greenway Trail.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD. #2014-2-8114; BK 33

ORDINANCES – INTRODUCTION

CONTRACT FOR EXCLUSIVE BEVERAGE SERVICE IN PADUCAH PARKS FACILITIES

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH PEPSI MIDAMERICA CO., FOR EXCLUSIVE BEVERAGE AND SNACK PROVIDER SERVICE IN PADUCAH PARKS FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT". This ordinance is summarized as follows: The City of Paducah hereby approves an agreement with Pepsi MidAmerica Co., for exclusive beverage and snack provider service in Paducah Parks facilities and authorizes the Mayor to execute said Agreement. This agreement is for a period of 7 years and contains two (2) four (4) year renewal options.

PURCHASE HAND-HELD RADIOS FOR POLICE DEPARTMENT

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE APPROVING AND AUTHORIZING THE PURCHASE OF HAND-HELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City of Paducah hereby approves and authorizes the Finance Director to make payment to Motorola Solutions in an amount not to exceed \$33,373.60, for the purchase up to 13 Motorola XTS2500 800 MHz portable radios at \$2,567.20 each, for the Paducah Police Department, in compliance with the Kentucky State Purchasing Contract. Grant funds in the amount of \$32,000 received from the Kentucky Office of Homeland Security will be used for purchase with balance being paid from the Police department's budget.

CITY MANAGER REPORT

- Police Chief Barnhill reported that the Police Department is establishing a non-profit foundation to support education and training. It is a way to allow people who want to make tax-exempt donations.
- Progress has been made in filling the position of Special Events Coordinator. A selection should be placed on the personnel actions in 2 weeks.
- The Police and Fire department's bargaining units have reached tentative agreements with the City.
- Parks Services Director Mark Thompson will be bringing a report before the commission in the next couple of weeks regarding the southern end of the Noble Park lake bank.
- City Engineer Rick Murphy reported that the established priority routes have been salted and plowed but as of right now secondary streets are still covered with snow and ice due to the last winter storm and single digit temperatures that moved through Paducah. The City is holding on using the salt it has stored for street maintenance due to a lack of salt supply. The whole nation has been affected by the salt shortage because of the extreme winter weather that has been happening across the country.

MAYOR & COMMISSIONER COMMENTS

Mayor Kaler:

- Congratulated the Paducah Tilghman Speech Team for winning its second year as the Murray Region Champs.

FEBRUARY 4, 2014

- Gave her support of Governor Beshear's budget proposal to fund improvements at the State's community colleges. If approved, the funding would help in the renovation of the Kitchen's Building for the Paducah School of Art & Design.
- Reminded everyone of the Mayor's Art Club Reception which is being held on Friday, February 7th at 4:30 p.m. at City Hall.
- Announced the City will be hosting the Bass Pro Shop Big Cat Quest Fishing Tournament. The event will be held at the City's new boat launch facility located at 6th and Burnett streets.

PUBLIC COMMENTS

None were given.

Upon motion the meeting adjourned.

ADOPTED: February 18, 2014

City Clerk

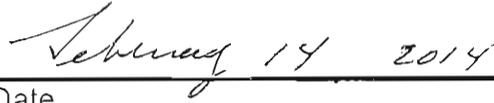
Mayor

CITY OF PADUCAH
February 18, 2014

Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
February 18, 2014

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE SUPPORT SVCS</u>					
Roberts, Mark A.	Captain \$30.93/Hr	Admin Captain - Operations \$30.93/Hr	NCS	Ex	January 23, 2014
<u>FIRE SUPPRESSION</u>					
Noland, Nicholas	Firefighter \$13.60/Hr	Relief Driver \$14.19/Hr	NCS	Non-Ex	January 23, 2014
<u>PARKS SERVICES</u>					
Henson, Jared W	Camp Coordinator \$11.00/Hr	Recreation Leader \$11.00/Hr	NCS	Non-Ex	February 7, 2014

NEW HIRE - FULL-TIME (F/T)

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>POLICE OPERATIONS</u>					
Hopp, Matthew L	Police Recruit Officer	\$20.96/Hr*	NCS	Non-Ex	February 27, 2014
*per PPSC - "Due to his prior law enforcement experience, Mr. Hopp is being hired at a two-year officer salary"					
Wilson, Kevin A.	Police Recruit Officer	\$19.78/Hr	NCS	Non-Ex	February 27, 2014
Price, Zachary K	Police Recruit Officer	\$19.78/Hr	NCS	Non-Ex	February 27, 2014
<u>PARKS SERVICES</u>					
Tomasallo, Molly M.	Special Events Coordinator	\$22.79/Hr	NCS	Ex	February 20, 2014

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>POLICE OPERATIONS</u>			
Wentworth, Michael	Patrolman	Retirement	March 1, 2014
<u>EPW - STREET</u>			
Petty, Xavier J	ROW Maintenance Person	Resignation	January 29, 2014

Agenda Action Form Paducah City Commission

Meeting Date: February 4, 2014

Short Title: Contract for Exclusive Beverage Service in Paducah Parks Facilities

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information:

For the past several years local soft drink representatives have communicated to staff that they would prefer to work with the Parks Services on an exclusive contract. Both local vendors have expressed this rather than a program by program request. Requests for proposal were publicly advertised beginning in November and opened in December. At that time it was determined that Pepsi Mid.America had provided the best proposal. Since then a contract has been drawn up for the approval of the Commission.

(This has no bearing on events such as Barbeque on the River or Dragonboat Races and does not include Brooks Stadium. It does include Noble Park Youth Softball/Baseball)

The synopsis of the seven-year, \$3,566.26 proposal for exclusive beverage vending rights for City parks programs and parks facilities only includes:

Pepsi will:

- Pay to the City a one-time payment of \$32,566.26 for scoreboard and signage upgrade and installation at athletic facilities.
- Pay to the City \$3,000.00 annually for program sponsorship.
- Install dispensing equipment for all park facilities as needed for the life of the contract.
- Provide banners for various Parks Services Programs.
- Provide concession trailers for certain events.

Parks Services will:

- Allow only PepsiMid.America product machines in Park Services facilities.
- Purchase only products through PepsiMid.America for the length of this contract.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number: N/A

Finance

Staff Recommendation: Approval

Attachments: Pepsi Mid.America Proposal, Coca-Cola Proposal & Contract with Pepsi Mid.America

<i>MHT</i> Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: Feb. 4, 2014

Short Title: Approve Purchase of Motorola Radios

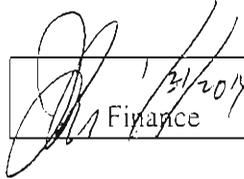
Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Assistant Chief Stacey Grimes
Presentation By: Chief Brandon Barnhill

Background Information: The Police Department is in the process of replacing its portable radios, some of which are more than 20 years old. The city received a grant from the Kentucky Office of Homeland Security in the amount of \$32,000 to purchase new radios. The police department can purchase 13 radios at a cost of \$33,373.60 (\$2,567.20 each) from Jackson Purchase 2-Way/Motorola. This is state contract pricing.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Communications
Account Number: 001-1602-521-4213
And KOHS grant **PO 0075**


Finance
2/3/2014

Staff Recommendation: Approve purchase of 13 radios

Attachments:

<i>Brandon Barnhill</i> Signed Electronically Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2014-2- _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY LEAGUE OF CITIES FOR A 2013-2014 MATCHING SAFETY GRANT AWARD

WHEREAS, the City of Paducah applied for a Kentucky League of Cities 2013-2014 matching Safety Grant Award adopted by Municipal Order No. 1751 on December 10, 2013, in the amount of \$6,000 for the purchase of two (2) security cameras with any remaining funds to be used for trainings costs for the Human Resources Department; and

WHEREAS, the Kentucky League of Cities has approved the application and is ready to award this grant but has reduced the grant award amount from \$6,000 to \$3,000.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents relating thereto with the Kentucky League of Cities, for a 2013-2014 matching Safety Grant Award that will reimburse the City \$3,000.00 for the purchase of one (1) security camera and remaining funds to be used for training costs for the Human Resources staff. Matching funds of \$3,000.00 will be provided by the Human Resources Department and the Department of Information Technology.

SECTION 2. This expenditure shall be charged to the 2014 KLC Safety account.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 18, 2014
Adopted by the Board of Commissioners, February 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
Published by *The Paducah Sun*, _____
Word plan grants: KLC 2013-2014 Ins Services Safety

Agenda Action Form Paducah City Commission

Meeting Date: February 25, 2014

Short Title: Paducah Police Department Bargaining Unit Agreement (FOP)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Anthony Copeland, Brandon Barnhill, Cindy Medford, Jon Perkins, Audra Herndon, Heather Rushing, Jeff Pederson, Stacey Grimes, Brian Krueger, Adrienne Gleeson
Presentation By: Cindy Medford, Brandon Barnhill

Background Information: The current contract with the Paducah Police Department Bargaining Unit, expires June 30, 2014. Negotiations on the new contract began on January 10, 2014 and concluded on January 28, 2014. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous FOP contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2014 – June 30, 2017)
 - Updated wage table to include proposed wage increases
 - Dues Deduction section changed to reflect fair share language
 - Shift Assignment section changed permanent vacancy from 6 months to 3 months
- Wages
 - Workweek and Overtime changed retired officer witness pay to \$40 day from \$25/day
 - Include \$.70/hour in the wage tables for Sergeants
 - Proposed annual increases of 1.0%, 1.5%, 2.0% in 2014, 2015, 2016 respectively
 - Wage Rates to add longevity pay as follows:
 - July 1, 2014 Additional \$.25/hour to Members with 10 or more years of service
 - July 1, 2015 Additional \$.25/hour to Members with 15 or more years of service
 - July 1, 2016 Additional \$.25/hour to Members with 20 or more years of service

- Total wage and fringe benefit increase impact over the three year period is estimated to be \$434,000. The calculation considers maintaining current staffing levels.
- Sick Leave
 - Reflects changes to CERS Retirement Time Purchase instituted by the State
 - Change the date of Payment Alternative payout
 - Change the minimum amount of time charged for sick leave to one-quarter hour from one hour
- Military Leave
 - Reflects changes to City Policy in order to comply with Federal Law.
- Life Insurance
 - Increase of double indemnity in-the-line-of-duty death benefit to \$50,000 from \$25,000. This increase will be accomplished through self-insurance via an annual set aside in the budget process.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

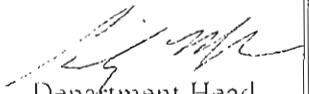
Funds Available: Account Name:
Account Number:



2/14/2014
Finance

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the Paducah Police Department Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit.

 Department Head	 City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

SECTION 2. This Agreement shall be effective from July 1, 2014, to June 30, 2017.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 18, 2014
Adopted by the Board of Commissioners, February 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
Published in *The Paducah Sun*, _____
\\ord\police\contract-bargain unit 2014-2017

AGREEMENT
BETWEEN
THE CITY OF PADUCAH
AND
THE PADUCAH POLICE DEPARTMENT
BARGAINING UNIT

July 1, 2014 to June 30, 2017

Table of Contents

Agreement	2
ARTICLE 1. DEFINITIONS	2
ARTICLE 2. RECOGNITION.....	2
ARTICLE 3. DUES DEDUCTION	2
ARTICLE 4. NON-DISCRIMINATION.....	4
ARTICLE 5. MANAGEMENT RIGHTS	4
ARTICLE 6. PUBLIC OBLIGATION.....	5
ARTICLE 7. GRIEVANCE PROCEDURE.....	5
ARTICLE 8. LABOR RELATIONS MEETINGS.....	7
ARTICLE 9. DISCIPLINARY PROCEDURES	8
ARTICLE 10. WORK RULES	9
ARTICLE 11. BULLETIN BOARD	9
ARTICLE 12. SENIORITY.....	9
ARTICLE 13. SHIFT ASSIGNMENT.....	9
ARTICLE 14. HEALTH AND SAFETY	10
ARTICLE 15. WAIVER IN EMERGENCY	11
ARTICLE 16. WORK WEEK & OVERTIME	11
ARTICLE 17. WAGE RATES	12
ARTICLE 18. CLOTHING ALLOWANCE	15
ARTICLE 19. VACATIONS.....	16
ARTICLE 20. HOLIDAYS	16
ARTICLE 21. SICK LEAVE.....	17
ARTICLE 22. MILITARY LEAVE	20
ARTICLE 23. HEALTH INSURANCE	20
ARTICLE 24. LIFE INSURANCE	21
ARTICLE 25. LIABILITY INSURANCE	22
ARTICLE 26. STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING	22
ARTICLE 27. SEVERABILITY.....	22
ARTICLE 28. DURATION	22

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

Section 2. 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	July - 14	July - 15	July - 16
SERGEANT			
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	July - 14	July - 15	July - 16
POLICE OFFICERS			
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 decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2 If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3 If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially 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 March 2011.

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

For the City of Paducah, Kentucky:

For the Paducah Police
Department Bargaining Unit:

Gayle Kaler
Mayor

Anthony Copeland
President

Agenda Action Form

Paducah City Commission

Meeting Date: February 25, 2014

Short Title: The Professional Fire Fighters of Paducah Agreement (IAFF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Barry Carter, Steve Kyle, Cindy Medford, Jon Perkins, Audra Herndon, Heather Rushing, Jeff Pederson, Adrienne Gleeson
Presentation By: Cindy Medford, Steve Kyle

Background Information: The current contract with the Professional Fire Fighters of Paducah, expires June 30, 2014. Negotiations on the new contract began on January 21, 2014 and concluded on January 29, 2014. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous IAFF contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2014 – June 30, 2017)
 - Updated table of contents
 - Updated wage table with proposed wage increases
- Life Insurance:
 - Added \$50,000 double indemnity in-the-line-of duty-death benefit, to remain the same as any other public safety employee. Coverage will be obtained through Anthem Life keeping life insurance at \$12,500 and adding \$25,000 indemnity. The remaining \$25,000 will be self-insured with a special annual set aside in the budget process.
- Acting Pay:
 - Exclude training assignments lasting longer than 10 consecutive shifts from qualifying the substituting employee for Acting Pay.
 - Give Captains acting as Assistant Chief \$.70/hour additional pay distributed as follows: \$.50/hour to Acting AC #1; \$.15/hour to Acting AC #2; \$.05/hour to Acting AC #3.
 - Defines the selection process for Relief Driver as based on seniority and by recommendation of the appropriate Captain.
- Sick Leave and Pay:
 - Moves payment of Sick Leave Payment Alternative to no later than the second paycheck in February.

- Injury in the line of duty resulting in Worker’s Compensation:
 - New Article (Inserted as Article 18) Allows members to use 8 hours of sick leave (depending on availability) per week of injury to address pay disparity in workers’ compensation calculation.
- Health and Safety
 - Added language indicating the City will adhere to federal guidelines in regards to medical spending accounts when depositing annual physical agility testing incentive money into such accounts.
- Concession Allowance
 - Clarification added that funds are distributed quarterly to each station.
- Wage Rates
 - 1%, 1.5%, and 2% wage increases in effect for each of the next 3 years beginning July 1, 2014.
 - Increased Captain wage base \$.28/hour
 - Total wage and fringe benefit increase impact over the three year period is estimated at \$378,000. The calculation considered maintaining current staffing levels.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

 2/14/2014 Finance
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Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the IAFF Bargaining Unit.

Attachments: Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters

 Department Head	City Clerk	City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters.

SECTION 2. This Agreement shall be effective from July 1, 2014 through June 30, 2017.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 18, 2014
Adopted by the Board of Commissioners, February 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
Published by The Paducah Sun, _____
\\ord\fire\IAFF 2014-2017

AGREEMENT
BETWEEN
THE CITY OF PADUCAH

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 2014

through

June 30, 2017

Table of Contents

PREAMBLE	2
ARTICLE 1 DEFINITIONS.....	2
ARTICLE 2 RECOGNITION.....	2
ARTICLE 3 MANAGEMENT RIGHTS.....	2
ARTICLE 4 PUBLIC OBLIGATION.....	3
ARTICLE 5 PAYROLL DEDUCTIONS OF DUES.....	4
ARTICLE 6 NON-DISCRIMINATION.....	5
ARTICLE 7 DISCIPLINARY ACTION	5
ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE.....	5
ARTICLE 9 WORKWEEK AND OVERTIME	6
ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE.....	7
ARTICLE 11 VACATIONS.....	8
ARTICLE 12 HOLIDAYS	9
ARTICLE 13 SENIORITY.....	10
ARTICLE 14 HEALTH INSURANCE.....	10
ARTICLE 15 LIFE INSURANCE	11
ARTICLE 16 ACTING PAY	12
ARTICLE 17 SICK LEAVE AND PAY	13
ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION.....	14
ARTICLE 19 TRANSITIONAL DUTY	15
ARTICLE 20 HEALTH AND SAFETY	16
ARTICLE 21 LABOR/MANAGEMENT MEETINGS	16
ARTICLE 22 WORK RULES	17
ARTICLE 23 APPENDICES AND AMENDMENTS	18
ARTICLE 24 CONCESSION ALLOWANCE.....	18
ARTICLE 25 SAVINGS CLAUSE	18
ARTICLE 26 GRIEVANCE PROCEDURE	18
ARTICLE 27 WAGE RATES	20
ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS.....	23
ARTICLE 29 DURATION	23

PREAMBLE

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

ARTICLE 1 DEFINITIONS

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

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

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

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

Section 2.

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

Section 3.

Promotions

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

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

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

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

Section 4.

Reductions-in-force:

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

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of 180 days of employment. Any present or future employee who is not a member of the Union after completion of 180 days of employment shall, as a condition of employment, pay the Union a monthly service charge, which shall be an amount equivalent to the amount of dues and assessments payable by the Union member. The Union certifies to the Employer that the service charge charged nonmembers is in compliance with all State and Federal laws, including requirements established by the U.S. Supreme Court for the establishment of service and agency fees, and indemnifies the Employer for any award made against it as a result of suits over the service charge.

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

Section 2.

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

Section 3.

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

ARTICLE 6 NON-DISCRIMINATION

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7 DISCIPLINARY ACTION

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

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted his/her paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of duties, as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall

not be unreasonably withheld. Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted his/her paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to four (4) months of work place coverage from qualified employees who agree to voluntarily work as his/her replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back.

Section 3.

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

Section 4.

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

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

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

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

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

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

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE

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

ARTICLE 11 VACATIONS

Section 1.

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

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

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

Section 2.

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

Section 3.

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

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

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

vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

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

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above.

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase his accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

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

Section 2.

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

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Independence Day

Labor Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 13 SENIORITY

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

ARTICLE 14 HEALTH INSURANCE

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

Section 1.

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

- a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) Increase in Percentage Cost-Sharing- The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) Increases in Fixed-Amount Cost-Sharing- The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.

- d) **Decrease in Rate of Employer Contributions** – The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2.

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

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

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

Section 5.

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

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

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

ARTICLE 15 LIFE INSURANCE

Section 1.

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

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$12,500 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16 ACTING PAY

Section 1.

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

Section 2.

There will be \$.70 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.50 per hour, Acting Assistant Chief #2 will receive + \$.15 per hour and Acting Chief #3 will receive + \$.05 per hour). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

* (Historical note from 2008-2011 contract retained for informational purposes)

The following hourly rates additions are being permanently added to the wage rates in recognition of changes in administration of employees acting up to positions of higher responsibility on an intermittent, short-term bases: Lieutenant +39 cents/hour; Relief Driver + 39 cents/hour; Captain will be variable and subject to change – there will be 45 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + 25 cents per hour, Acting Assistant Chief #2 will receive +15 cents per hour and Acting Assistant Chief #3 will receive + 5 cents per hour) Additionally, Firefighters appointed to Relief Driver status will be made

by seniority with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

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

Section 2.

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

Section 3.

Except as described in Section 6 below, an employee shall accrue sick leave at the rate 1 1/2 days per month up to a maximum of 242 days of sick leave time.

Section 4.

Retirement Time Purchase: 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 5.

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

Section 6.

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

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

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 of February of the following year.

Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Section 4 must state their desire in writing to the City Personnel Director within 90 days of their date of employment.

Employees selecting this benefit in lieu of the retirement time purchase described in Section 4 shall accrue sick days at the rate of 1 1/3 days per month.

Employees selecting this benefit in lieu of the retirement time purchase described in Section 4 may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

Section 7.

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

Section 8.

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

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of his scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

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

Section 11.

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

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

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering him temporarily unable to perform his duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of

their accrued sick time at straight time rate for every subsequent 7 calendar days.

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

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

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

Section 2.

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

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

ARTICLE 20 HEALTH AND SAFETY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of fire services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end, the City and the

Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2.

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

Section 3.

Department management and IAFF representatives shall meet at least 5 times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4.

The purpose of such meetings shall be to:

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

Section 5.

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

ARTICLE 22 WORK RULES

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 23 APPENDICES AND AMENDMENTS

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

ARTICLE 24 CONCESSION ALLOWANCE

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

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

ARTICLE 25 SAVINGS CLAUSE

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

ARTICLE 26 GRIEVANCE PROCEDURE

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

Grievances shall be processed in the following manner:

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

Step 1.

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

Step 2.

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

Step 3.

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

Step 4:

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

the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

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

ARTICLE 27 WAGE RATES

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

Section 1.

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

Section 2. Wage rates shall be paid as follows effective the first bi-weekly payroll of each year:

FIRE DEPT.	1.0% COLA Increase Payroll July 2014	1.5% COLA Increase Payroll July 2015	2.0% COLA Increase Payroll July 2016
Captains			
< 10 years	16.92	17.17	17.51
10 years	16.94	17.19	17.54
11 years	16.95	17.20	17.55
12 years	16.97	17.22	17.57
13 years	16.99	17.24	17.59
14 years	17.02	17.27	17.62
15 years	17.03	17.28	17.63
16 years	17.05	17.30	17.65
17 years	17.07	17.33	17.67
18 years	17.08	17.34	17.68
19 years	17.10	17.36	17.70
20 years	17.11	17.37	17.71
21 years	17.13	17.39	17.73
22 years	17.15	17.41	17.76
23 years	17.16	17.42	17.77
24 years	17.18	17.44	17.79
25 years	17.20	17.46	17.81
26 years	17.21	17.47	17.82
27 years	17.23	17.49	17.84
28 years	17.24	17.50	17.85

29 years	17.26	17.52	17.87
30 years	17.28	17.54	17.89

Lieutenants

< 10 Years	15.77	16.00	16.32
10 years	15.82	16.05	16.37
11 years	15.85	16.08	16.41
12 years	15.90	16.14	16.46
13 years	15.93	16.17	16.49
14 years	15.94	16.18	16.50
15 years	15.96	16.20	16.52
16 years	15.98	16.22	16.54
17 years	15.99	16.23	16.55
18 years	16.01	16.25	16.57
19 years	16.02	16.26	16.58
20 years	16.06	16.30	16.63
21 years	16.07	16.31	16.64
22 years	16.09	16.33	16.66
23 years	16.11	16.35	16.68
24 years	16.12	16.36	16.69
25 years	16.14	16.38	16.71
26 years	16.15	16.39	16.72
27 years	16.17	16.41	16.74
28 years	16.18	16.42	16.75
29 years	16.20	16.44	16.77
30 years	16.22	16.46	16.79

**Firefighter
(Relief Driver)**

1 year	13.96	14.17	14.45
2 years	14.14	14.35	14.64
3 years	14.33	14.55	14.84
4 years	14.38	14.60	14.89
5 years	14.41	14.63	14.92
6 years	14.44	14.66	14.95
7 years	14.47	14.69	14.98
8 years	14.49	14.71	15.01
9 years	14.54	14.76	15.06
10 years	14.58	14.80	15.10
11 years	14.63	14.85	15.15
12 years	14.66	14.87	15.17

13 years	14.67	14.89	15.18
14 years	14.69	14.91	15.20
15 years	14.71	14.93	15.22
16 years	14.72	14.94	15.24
17 years	14.75	14.97	15.27
18 years	14.77	14.99	15.29
19 years	14.79	15.01	15.31
20 years	14.80	15.02	15.32

Firefighters

Firefighter (Appointee)	12.13	12.31	12.56
6 months	13.09	13.29	13.55
1 year	13.36	13.56	13.83
2 years	13.54	13.75	14.02
3 years	13.74	13.94	14.22
4 years	13.79	13.99	14.27
5 years	13.82	14.02	14.30
6 years	13.85	14.05	14.34
7 years	13.89	14.10	14.38
8 years	13.90	14.11	14.39
9 years	13.95	14.16	14.44
10 years	14.00	14.21	14.49
11 years	14.05	14.26	14.55
12 years	14.06	14.27	14.56
13 years	14.08	14.29	14.58
14 years	14.09	14.30	14.59
15 years	14.11	14.32	14.61
16 years	14.13	14.34	14.63
17 years	14.14	14.35	14.64
18 years	14.17	14.38	14.67
19 years	14.19	14.40	14.69
20 years	14.21	14.42	14.71

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

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

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

Section 4.

Beginning July 1, 2014, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, his anniversary date will be adjusted to reflect the interruption in service, delaying his step increase by the length of his suspension(s).

Section 5.

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

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

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

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

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

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2017. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

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

Section 2.

Between November 1 and 15, 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 up to 5 negotiating meetings to be held between January 2 and March 1, 2017. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

THE REMAINDER OF THIS PAGE IS BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___th day of _____, 2014. This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

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

Gayle Kaler, Mayor

Barry L. Carter, President

MOU

This Memorandum of Understanding is made and entered by and between the City of Paducah ("City") and the International Association of Firefighters, Local 168 (hereinafter "IAFF") and shall be effective upon signing by the representative of the IAFF as well as the Mayor. In consideration of the mutual promises provided herein, the legal sufficiency of which is acknowledged, the parties agree as follows:

The parties recognize the disparity in worker's compensation regarding firefighters when compared to other employees due to State statute. During the period of contract negotiations the parties agree a more comprehensive study is required.

The parties agree to create a committee to examine the issue and make recommendations to the City Commission for a solution to the complex problem.

The committee shall be made up of two (2) members appointed by the City and two (2) members appointed by the Union. An invitation shall be made for one (1) City Commissioner to observe the work of the committee.

IAFF	CITY OF PADUCAH
By: _____	By: _____
Its: _____	Its: _____
(Title)	(Title)
Date _____	Date _____

Agenda Action Form Paducah City Commission

Meeting Date: February 18, 2014

Short Title: Greenway Trail Phase II Engineering Construction Inspection Agreement with ICA Engineering

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

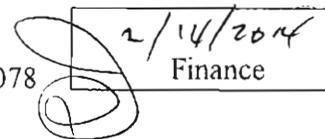
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On September 30, 2013, Harper Construction LLC, began construction of the Greenway Trail Phase II Project. Up to this point, work has been focused on the concrete trail construction on the Floodwall levee. Due to weather conditions, the construction of the Underpass was delayed until weather conditions could improve sometime in March or April of 2014. During construction of the Underpass, it is imperative that work be completed in full compliance with the Project's permits, design and specifications. Therefore, it is requested that during construction of the Underpass, professional engineering inspection services be conducted. As ICA Engineering (formerly Florence & Hutcheson) was the design engineer for the Project, ICA has agreed to provide professional engineering inspection services during the construction of the Underpass in an amount not to exceed \$35,000. The attached Agreement for Professional Inspection Services outlines the scope of work to be provided by ICA. Corporate Counsel has reviewed and approved this agreement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Greenway Trail Phase II
Account Number: 040-8821-536-2307 PA0078

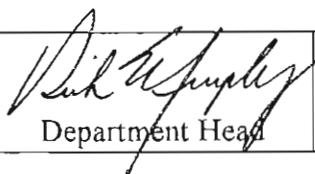
 2/14/2014
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to enter into a Professional Service Agreement with ICA Engineering for construction inspection services associated with the Greenway Trail Phase II Project in an amount not to exceed \$35,000.00.

Attachments:

ICA Engineering Proposal and Engineering Service Agreement

 Department Head	City Clerk	City Manager
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AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES ASSOCIATED WITH THE GREENWAY TRAIL PHASE II PROJECT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

WHEREAS, the City is in the process of administering the Construction of the Greenway Trail Phase II Project (to be known as the "Project"); and

WHEREAS, a portion of the Project consists of a fifty-two foot (52') Underpass Structure with retaining wall on each side (to be collectively known as the "Underpass") to be constructed under U.S. 45, aka North 8th Street, Paducah, Kentucky; and

WHEREAS, the magnitude associated with the construction of the Underpass portion of the Project will require Professional Inspection Services to insure the Underpass is constructed in full compliance with the Project's permits, design and specifications; and

WHEREAS, ICA Engineering has in its employ, professional persons experienced to provide administration and oversee daily work activity for the City during the construction of the Underpass portion of the Project.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Recitals and Authorization. The City hereby approves the Professional Services Agreement between the City of Paducah and ICA Engineering, Inc., for construction inspection services associated with the Greenway Trail Phase II Project. Further, the Mayor of the City is hereby authorized to execute the Contract.

SECTION 2. Compensation. The City shall compensate ICA Engineering Inc., in an amount not to exceed \$35,000.00. Said compensation paid by the City shall be funded through project account PA0078.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 18, 2014
Adopted by the Board of Commissioners, February 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
Published by *The Paducah Sun*, _____
\\ord\eng\contract-ica engineering-greenway trail phase ii project

**AGREEMENT FOR PROFESSIONAL INSPECTION SERVICES
for the
GREENWAY TRAIL PHASE II PROJECT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the CITY OF PADUCAH, KENTUCKY (hereinafter called the "CITY") and ICA Engineering, Inc. (hereinafter called the "CONSULTANT") for the consideration named, agree as follows:

WHEREAS, the CITY is in the process administering the Construction of the Greenway Trail Phase II Project (to be known as the "PROJECT"); and

WHEREAS, a portion of the PROJECT consists of a fifty-two foot (52') Underpass Structure with retaining walls on each side (to be collectively known as the "UNDERPASS") to be constructed under U.S. 45, aka North 8th Street, Paducah, Kentucky; and

WHEREAS, the magnitude associated with the construction of the UNDERPASS portion of the PROJECT will require Professional Inspection Services to insure the UNDERPASS is constructed in full compliance with the PROJECT'S permits, design and specifications; and

WHEREAS, the CONSULTANT has in its employ, professional persons experienced to provide administration and oversee daily work activity for the CITY during the construction of the UNDERPASS portion of the PROJECT;

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 Services to be Provided:

- 1.1 Progress Meetings - The CONSULTANT will attend meetings associated with the UNDERPASS at a location predetermined by the CITY. The purpose of progress meetings will be to discuss construction progress, upcoming work, special requirements, coordination needs, problem, etc. Progress meetings typically will be held weekly during the UNDERPASS construction time period; however, meeting may be scheduled on an as-needed basis.
- 1.2 Submittal Reviews - The CONSULTANT shall review and approve or take other appropriate action on the Contractor Submittals, such as shop drawings, samples and other data which the conformance with the design concept and the information shown in the Construction Drawings.
- 1.3 Construction Observation - The CONSULTANT shall provide a qualified Field Representative to observe the progress and quality of the work completed by the

Contractor for the UNDERPASS construction. When on site, the CONSULTANT'S Field Representative will coordinate with CONSULTANT'S Project Manager and the CITY'S Representative, respond to questions regarding interpretation of the plans, verify construction activities, notify the Contractor of known non-conforming work, measure completed work and prepare a daily log of activities with written reports and with photographic documentation. Based on this observation, the CONSULTANT shall keep the CITY informed regarding the progress of the Work and shall endeavor to guard the CITY against deficiencies in the Work.

- 1.4 Material Testing - the CONSULTANT shall assign an experienced technician to perform various material tests during the UNDERPASS construction as required by the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current version. CONSULTANT shall have certified staff on-site to collect the samples and conduct the required testing.
 - 1.5 Contractor Pay Estimates - The CONSULTANT shall complete a review of the Contractor's pay estimates associated with the UNDERPASS upon submission and advise the CITY with a recommendation for payment of said Work for which payment is being requested. If discrepancies are noted, the CONSULTANT will request the estimate be revised and resubmitted by the Contractor.
 - 1.6 Final Inspection - Upon notification of substantial completion of the UNDERPASS by the Contractor, the CONSULTANT shall schedule a final on-site inspection meeting with the representatives of the CITY, Contractor and CONSULTANT. Deficiencies noted during the final inspection meeting, if any, will be documented in a Punch-List Report prepared by the CONSULTANT. This Punch List Report shall be submitted to the Contractor for correction action along with a copy forwarded to the CITY. Upon notification from the Contractor that all deficiencies of the Punch List Report have been corrected, a follow-up inspection will be conducted by the CONSULTANT to verify completion. This process shall be repeated until the work is satisfactorily complete.
 - 1.7 Record Drawings - Upon completion of the UNDERPASS work, the CONSULTANT shall compile for and deliver to the CITY a set of record drawings (As-Builts) based upon the marked-up record drawings, change orders and other data as documented by the CONSULTANT and as furnished by the Contractor.
- 2.0 Standard of Care: In providing the Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT's profession currently practicing under similar conditions at the same time and in the same locality.
- 3.0 CITY'S Responsibilities: At CITY's expense, CITY shall furnish to CONSULTANT all data, reports, studies, drawings, permits, approvals and other information reasonably required by CONSULTANT for performance of the Services. CITY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all such information furnished by or on behalf of CITY. CITY shall provide for CONSULTANT's right to enter the project site in order to perform the Services. CITY, upon learning of any errors, omissions or defects in the performance of the Services, shall promptly notify CONSULTANT and shall assist CONSULTANT in remedying any such errors, omissions or defects unless caused by

CONSULTANT'S willful, malicious, or grossly negligent conduct. CITY shall at all times ensure the project site is reasonably safe under the circumstances and free and clear of any hazardous materials.

- 4.0 Ownership of Instruments of Service: All PROJECT Documents prepared by the CONSULTANT pursuant to this Agreement are to be considered instruments of service with respect to the PROJECT. The completed as-built plans, reports and documents required by the CITY shall become the property of the CITY. Their future use on any subsequent related projects will be for reference only.
- 5.0 Compensation: CITY shall pay CONSULTANT for the Services and the reimbursable expenses on an hourly basis at the rates shown on the attached fee schedules depicted as "Exhibit A". The total fee for the UNDERPASS portion of the PROJECT shall not exceed \$35,000 unless otherwise approved by the CITY. CONSULTANT shall prepare invoices in accordance with CONSULTANT's standard invoicing practices and shall submit such invoices to CITY on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CITY. CITY shall pay each invoice properly submitted by and due CONSULTANT within 30 days. In the event of any suspension or termination of this Agreement, CONSULTANT shall be entitled to invoice CITY and shall be paid in accordance with "Exhibit A" for the Services performed and reimbursable expenses incurred through the effective date of suspension or termination.
- 6.0 Termination by Either Party: If either party breaches a material provision of this Agreement through no fault of the other party and fails to cure such breach within thirty days after receiving written notice of the breach from the nonbreaching party, the nonbreaching party may terminate this Agreement upon notice to the breaching party. The right to terminate under this Section shall be in addition to, and not in lieu of, all other rights and remedies the nonbreaching party may have at law or in equity.
- 7.0 Force Majeure: If any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, war, terrorism, revolution, civil commotion, blockade or embargo, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause. Either party may terminate this Agreement because of such default or delay upon thirty days prior written notice to the other party if the default or delay has existed for 90 days and is continuing at the end of the thirty day notice period.
- 8.0 Indemnification: CONSULTANT covenants and agrees to indemnify, hold harmless and render whole the City for any loss, cost, and expense, including attorney fees, which are incurred by the City for reason of the CONSULTANT's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that CONSULTANT shall at all times indemnify and save the CITY harmless from any and all loss or damage which may be sustained by the CITY by reason of any negligent act or omission committed by CONSULTANT, and/or its employees and agents, in the performance of its work hereunder. CONSULTANT shall indemnify and save the CITY harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or

personal injury. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the CITY or claims, demands, or causes of action asserted against the CITY is attributable, in part, to the negligence of the CITY, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law. Said indemnification shall also include reimbursement to the CITY for any attorney fees and court costs incurred by the CITY by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided, however, that in the event such attorney fees and costs of the CITY are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

- 9.0 Non-Binding Mediation: If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, CITY and CONSULTANT may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.
- 10.0 Governing Law: The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.
- 11.0 Total Agreement: Amendments; Assignments. This Agreement, together with the exhibits attached hereto and permitted amendments, constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party. CONSULTANT's use of sub-consultants shall not be considered an assignment for purposes of this Agreement; however, if CONSULTANT plans to utilize the services of a sub-consultant, the CONSULTANT shall seek the CITY'S approval prior to such use.
- 12.0 Independent Contractors: The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint venturers, co-partners, employer/employee or principal and agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ICA ENGINEERING, INC.

BY Shawn Washer
Shawn Washer, Office Manager

ADDRESS:
2550 Irvin Cobb Drive
Paducah, Kentucky 42001

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267



Florence & Hutcheson

An **ICA** Company

FEE SCHEDULE

Principal	\$177 /hour
Sr. Project Manager	\$140 /hour
Project Manager/Sr. Registered L.S./Sr. Project Engineer	\$125 /hour
Project Engineer/Licensed Surveyor/Geologist	\$105 /hour
Engineering Intern/LSIT/Designer/GISP	\$90 /hour
Engineering Technician II	\$80 /hour
Engineering Technician I	\$57 /hour
Clerical	\$55 /hour
Inspector	\$60 /hour
Lab/Field Technician III	\$78 /hour
Lab/Field Technician II	\$68 /hour
Lab/Field Technician I	\$52 /hour
Survey Crew of 1	\$95 /hour
Survey Crew of 2	\$140 /hour
Mileage	\$0.59 /mile
Meals	\$33 /person/day
Motel	Actual Cost + 10%
Boat - nonmotorized	\$25 /day
Boat - motorized	\$100 /day
4-wheeler/UTV	\$50 /day
Additional Expenses and Subsistence	Actual Cost + 10%

Notes:

1. Overtime and work over water will be invoiced at 1.25 times the regular hourly rate.
2. Travel time to and from the Project will be charged at the above rates.

Effective January 1, 2013



Engineering

TESTING RATES - EFFECTIVE JULY 2013

SOIL:	
Moisture Content Determination ASTM: D-2216..AASHTO: T-255	\$7.00
Plastic Limit ASTM: D-4318..AASHTO: T-90	\$26.00
Liquid Limit ASTM: D-4318..AASHTO: T-89	\$26.00
Shrinkage Limit ASTM: D-427...AASHTO: T-92	\$35.00
Dry Density and/or Unit Weight Test	\$11.00
Specific Gravity Determination ASTM: D-854...AASHTO: T-100	\$36.00
Unconfined Compression (Controlled Strain) ASTM: D-2166..AASHTO: T-208	\$48.00
Sieve Analysis (#200 Wash) ASTM: D-1140..	\$35.00
Standard Proctor ASTM: D-698..AASHTO: T-99	\$100.00
Modified Proctor ASTM: D-1557..AASHTO: T-180	\$135.00
Particle Size Analysis of Soil ASTM: D-422...AASHTO: T-88	\$144.00
C.B.R. ASTM: D-1883..AASHTO: T-193	\$104.00
Organic Content ASTM: D-2974...AASHTO: T-267	\$57.00
Resistivity Test ASTM: G-57...AASHTO: T-238	\$72.00
pH Test ASTM: D-4972...AASHTO: T-289	\$29.00
--Groups--	
Soil Classifications (Sieve Analysis, Limits, Partical Size, Sg, Moisture)	\$240.00
Soil Classifications (Sieve Analysis, Limits, Partical Size, Sg, Moisture) w/ Proctor	\$370.00
Soil Classifications (Sieve Analysis, Limits, Sg, Moisture)	\$129.00
Soil Classifications (Sieve Analysis, Limits, Partical Size, Sg, Moisture) w/ Proctor	\$259.00
AGGREGATES & ROCK:	
Unconfined Compression Test on Rock Core ASTM: D-7012 Method "C"	\$143.00
Slake Durability Test ASTM: D-4644	\$40.00
Sodium Sulfate Soundness ASTM: C-88...AASHTO: T-104	\$375.00
Materials Finer than #200 Sieve (Fine Aggregates) ASTM: C-117...AASHTO: T-1	\$35.00
Materials Finer than #200 Sieve (Coarse Aggregates) ASTM: C-117...AASHTO: T-11	\$62.00
Sieve Analysis ASTM: C-136...AASHTO: T-27	\$34.00
Absorption (Coarse Aggregate) ASTM: C-127...AASHTO: T-85	\$34.00
Absorption (Fine Aggregate) ASTM: C-128...AASHTO: T-84	\$34.00
Specific Gravity (Coarse Agg.) ASTM: C-127...AASHTO: T-85	\$145.00
Specific Gravity (Fine Agg.) ASTM: C-128...AASHTO: T-84	\$100.00
Clay Lumps ASTM: C-142...AASHTO: T-112	\$34.00
Soundness ASTM: C-88... AASHTO: T-104	\$332.00
Preparing a Sample for Soundness Test... ASTM: C-83... AASHTO: T-104	\$96.00
LA Abrasion Test... ASTM: C131 or C535... AASHTO: T96	\$252.00
Flat and Elongated (Coarse Aggregate) ASTM D 4791	\$168.00
Unit Weight and Voids in Aggregate ASTM: C-29...AASHTO: T-19	\$75.00
MINERAL AGGREGATE USED ON BUILT-UP ROOFS: ASTM D-1863	
Grading ASTM: C-136	\$63.00
Moisture ASTM: D-1864	\$7.00
Unit Weight (Loose) ASTM: C-29	\$75.00
Dust ASTM: C-117	\$34.00
Hardness ASTM: D-1865	\$124.00

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"EXHIBIT A"
PAGE 2 OF 3

SPECIAL SOIL TESTING

Remolded Sample	\$65.00
Permeability Test of Soils ASTM D: 5084	\$375.00
Perm. Test of Granular Soils ASTM D: 2434...AASHTO: T-215	\$295.00
Consolidation ASTM: D-2435..AASHTO: T-216	\$360.00
Unconsolidated Undrained ASTM D-2850..AASHTO: T-296	\$105.00
Consolidated Undrained (w/out pore press. measurement) ASTM D-4767..AASHTO: T-297 (Per Point)	\$152.00
Consolidated Undrained (w/out pore press. measurement) ASTM D-4767..AASHTO: T-297 (3 Point)	\$456.00
Consolidated Undrained ASTM D-4767..AASHTO: T-297 (Per Point)	\$290.00
Consolidated Undrained ASTM D-4767..AASHTO: T-297 (3 Point)	\$870.00
Direct Shear 3-point AASHTO T 236 (3 Point)	\$435.00

Field Testing

Field Technician I - Hourly Rate	\$50.00
Field Technician II - Hourly Rate	\$65.00
Field Technician III - Hourly Rate	\$75.00
Project Engineer - Hourly Rate	\$100.00
Senior Project Engineer - Hourly Rate	\$135.00
Engineer Intern - Hourly Rate	\$85.00
Mileage	\$0.59

Concrete Testing

Cylinder Compression Test ASTM: C-39...AASHTO: T-22	\$12.00
Spare Cylinder (Handled & Stored, but not tested)	\$9.00

Agenda Action Form Paducah City Commission

Meeting Date: February 18, 2014

Short Title: Agreement for Concrete Ready-Mix for 2014-2015

Ordinance Emergency Municipal Order Resolution Motion

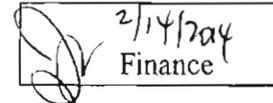
Staff Work By: Angela Weeks, Engr-Pub Works Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On February 13, 2014, sealed bids were opened and read aloud for the City of Paducah's purchase of Concrete Ready-Mix. This contract will be utilized to obtain Concrete Ready-Mix required for various construction projects, street repair and miscellaneous projects within the City of Paducah for the 2014 and 2015 calendar year. Two bids were received, with one bid being disqualified. Therefore, the qualified bid of The Federal Materials Co., LLC, is recommend to be accepted for the unit prices as shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2015. The contract has the option for an additional one-year renewal, ending December 31, 2016, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:
Project Number:

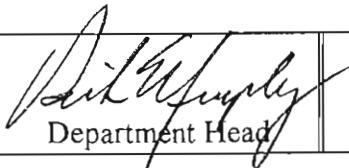


Staff Recommendation:

To receive and file the bids submitted for the 2014-2015 Concrete Ready-Mix Contract and adopt an Ordinance authorizing the Mayor to enter into an agreement with The Federal Materials Co., LLC, for the unit prices listed on the attached bid tab for the 2014 and 2015 calendar year ending December 31, 2015; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2016 calendar year ending December 31, 2016, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, proposed Contract

 Department Head	City Clerk	City Manager
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AN ORDINANCE ACCEPTING THE BID OF FEDERAL MATERIALS CO., LLC. FOR SALE TO THE CITY OF ITS REQUIREMENT OF CONCRETE READY-MIX, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME
 BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City accepts the bid of Federal Materials Co., LLC. for sale to the City of its requirement of concrete ready-mix, for the remainder of 2014 and calendar year 2015, ending December 31, 2015; with a one-year option to renew ending December 31, 2016, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Federal Materials Co., LLC. of February 13, 2014, for the following prices:

CONCRETE

VENDOR		Federal Materials Co., LLC
DESCRIPTION	UNIT	UNIT PRICE
Class A Concrete	C.Y.	\$85.50
Class AA Concrete	C.Y.	\$87.50
Class M Concrete	C.Y.	\$115.00
Flowable Fill – 1,000 PSI	C.Y.	\$71.00
Flowable Fill – 80 PSI	C.Y.	\$69.00

SECTION 2. The Mayor is hereby authorized to execute a contract with Federal Materials Co., LLC. which includes a one-year renewal option, for sale to the City of the material authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid of February 13, 2014. Said contract shall begin upon execution and end December 31, 2015. Further, the Mayor is hereby authorized to execute, subsequent to the recommendation of the City Engineer-Public Works Director, the option for an additional one-year renewal ending December 31, 2016 upon mutual agreement of both parties.

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

 Mayor

ATTEST:

 Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 18, 2014
 Adopted by the Board of Commissioners, February 25, 2014
 Recorded by Tammara S. Sanderson, City Clerk, February 25, 2014
 Published by The Paducah Sun, _____
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**CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**Concrete Ready-Mix 2014-2015
Lowest Bid Price of Responsive and Responsible Bidder**

BID DATE OPENING: Thursday, February 13, 2014 2:05 pm CST

BIDDER		Federal Materials 2425 Wayne Sullivan Drive Paducah, KY 42003
ITEM DESCRIPTION	UNIT	UNIT PRICE
Class A Concrete	CY	\$85.50
Class AA Concrete	CY	\$87.50
Class M Concrete	CY	\$115.00
Flowable Fill -1,000 PSI	CY	\$71.00
Flowable Fill - 80 PSI	CY	\$69.00
No Bid Bond Required		
Bidder's Certificates		Yes
KYDOH Documentation Included:		Yes
Responsive & Responsible Bidder:		Yes
BID RECOMMENDED FOR ACCEPTANCE:		YES

Bidder Disqualified:

Kotter Ready-Mix - KYTC Certification not included