



**CITY COMMISSION MEETING  
AGENDA FOR MARCH 28, 2023  
5:00 PM  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATION** National Donate Life Month - Vanessa Dallas, Family & Partnership Services Liaison with Kentucky Organ Donor Affiliates

**PRESENTATION** Quarterly Report from Paducah Convention & Visitor's Bureau - Mary Hammond

**ADDITIONS/DELETIONS**

**MAYOR'S REMARKS**

*Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
	A.	Approve Minutes for March 10 & 14, 2023, Board of Commissioners Meetings
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Appointment of Kathy Montgomery to the Civic Beautification Board
	E.	Approve the Application for a 2023 Crumb Rubber/Tire-Derived Products Grant in the Amount of \$48,419 - <b>A. CLARK</b>
	F.	Purchase of Cisco HyperFlex Virtualization hardware on State contract from Trace3 in an amount not to exceed \$250,000 - <b>E. STUBER</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>
	A.	Site selection for relocation of Dog Parks and Sports Complex Update - <b>A. CLARK &amp; J. CANTER</b>

		B.	Authorize the Mayor to accept bid from and enter into agreement with Midstates Construction in the amount of \$1,557,697.00 for the Robert Cherry Civic Center Renovation Project - <b>A. CLARK</b>
		C.	Adopt 2023 Commission Priorities - <b>M. SMOLEN</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>	
		A.	Approve a Budget Amendment for the Fleet Plan Budget FY2023 in an amount of \$156,870 - <b>C. YARBER</b>
		B.	Amend the FY23 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$200,000 - <b>H. REASONS</b>
		C.	Approve 2023-2024 Resurfacing Program Contract with Jim Smith Contracting, LLC. - <b>R. MURPHY</b>
		D.	Amend the City Police Officers Educational Incentive Plan Ordinance - <b>S. WILCOX</b>
	<b>IV.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>	
		A.	Approve the Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters - <b>S. WILCOX</b>
		B.	Approve the Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit - <b>S. WILCOX</b>
		C.	Amend Code of Ordinances Chapter 106 Taxation for Efficiency in Payroll Tax Processing - <b>S. MILLAY &amp; J. PERKINS</b>
	<b>V.</b>	<b><u>COMMENTS</u></b>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	<b>VI.</b>	<b><u>EXECUTIVE SESSION</u></b>	

March 10, 2023

At a Called Meeting of the Paducah Board of Commissioners held on Friday, March 10, 2023, at 12:00 p.m., in the Training Room of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

### **COMMISSION PRIORITIES WORKSHOP**

The City Commission discussed potential priorities for the 2023 calendar year. Each Commission member brought two (2) items from last year's Commission Priorities list to keep and two (2) new items to be added for the 2023 calendar year. A list of the items discussed by the Commission is included in the Minute file.

### **MOTION TO RECESS**

Mayor Bray offered motion, seconded by Commissioner Wilson to take a brief recess at 1:05 p.m.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, Mayor Bray (5).

### **MOTION TO RECONVENE**

Commissioner Guess offered motion, seconded by Commissioner Henderson to reconvene in open session at 1:35 p.m.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, Mayor Bray (5).

### **COMMISSION PRIORITIES WORKSHOP CONTINUED**

After discussion, the Commission created the following list of Commission Priorities and Continuing Improvement Items.

#### **Commission Priorities**

- Bike Lanes & Trails
- City Facilities
- Community Growth
- Downtown
- Housing
- Minority Inclusion
- Neighborhoods
- Quality of Life
- Revenue Equity
- Southside Enhancements

#### **Continuous Improvements**

- Stormwater
- Joint City/County Sports Plex
- 911 Radio Equipment Upgrade, Governance & Revenue
- Protecting Key Historical & Cultural Resources
- Continue Efforts to Improve Operational Efficiencies in the Development Process and Throughout All City Departments

March 10, 2023

**ADJOURN**

Commissioner Wilson offered motion, seconded by Commissioner Smith, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, Mayor Bray (5).

TIME ADJOURNED: Approximately 4:12 p.m.

ADOPTED: March 28, 2023

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George P. Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

March 14, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 14, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson and Mayor Bray (5).

**INVOCATION**

Commissioner Wilson led the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Bray led the pledge.

**PROCLAMATION**

Mayor Bray presented a proclamation to the Paducah Tilghman High School Wrestling State Champions and their Head Coach Seth Livingston.

**ADDITIONS AND DELETIONS**

- Delete Item 1(C) from the Consent Agenda – Appointment of Christopher Jones to the Code Enforcement Board.
- Add a Discussion of the proposed Subdivision called Terrace Hills located off Pecan Drive.

**MAYOR’S REMARKS**

Communication Manager Pam Spencer offered the following summary:

**Proposed Legislation Regarding Annexation**

“Mayor Bray said the City is closely following proposed state legislation that would place a moratorium on city annexations even if the annexation is consensual unless the annexation meets limited criteria. Mayor Bray said the State’s economic development and growth are driven by the growth of cities and the amenities they offer. In a spirit of cooperation and collaboration, Mayor Bray said he wants cities and counties to work together to balance the interests of everyone. Furthermore, he stated that the cooperation between the City of Paducah and McCracken County is excellent, and both government agencies currently are working on a joint comprehensive plan.”

**CONSENT AGENDA**

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the February 24 <sup>th</sup> & 28 <sup>th</sup> 2023, Board of Commissioners Meetings
I(B)	Receive and File Documents:

March 14, 2023

	<p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Notice of Special Called Meeting of the Board of Commissioners for February 24, 2023</li><li>2. Letter from Collins &amp; Company dated February 20, 2023, regarding coverage in lawsuit David Guess vs. City of Paducah, et al</li><li>3. Letter of Support – ViWinTech Windows &amp; Doors, Inc.</li><li>4.</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Professional Services Agreement between City of Paducah and Tetra Tech, Inc. - MO #2699</li></ol>
I(C)	<del>Appointment of Christopher Jones to the Code Enforcement Board to replace Beverly McKinley, whose term has expired. This term shall expire March 14, 2026. (DELETED ENTIRELY)</del>
I(D)	Appointment of Allan Rhodes to the Paducah Planning Commission to replace Paul Bradford, who resigned. This term shall expire August 31, 2026.
I(E)	Appointment of Mark Thompson to the Paducah Golf Commission to replace Bill Wells, whose term has expired, and reappointment of Jeanne Stroup and Steve Seltzer. Said terms shall expire March 26, 2027.
I(F)	Appointment of Evan Rittgers to the Electric Plant Board to replace Hardy Roberts, whose term has expired. Said term shall expire February 6, 2027.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1401 OLD MAYFIELD ROAD FROM ERIC L. ELDER, SR. TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE <b>(MO #2706, BK 12)</b>
I(I)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1400 TENNESSEE STREET FROM P & L RAILROAD, INC. TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE <b>(MO #2707, BK 12)</b>
I(J)	A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION FOR A 911 SERVICES BOARD GRANT IN THE AMOUNT OF \$8,828 TO BE USED BY THE PADUCAH 911 COMMUNICATION SERVICES DIVISION TO PURCHASE GIS DATA PROFESSIONAL SERVICES <b>(MO #2708, BK 12)</b>
I(K)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2023-2024 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$40,632, TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY, AND AUTHORIZING THE MAYOR TO

March 14, 2023

	EXECUTE ALL GRANT DOCUMENTS AND AN INTERLOCAL AGREEMENT WITH McCRACKEN COUNTY FOR SAID GRANT <b>(MO #2709, BK 12)</b>
I(L)	MUNICIPAL ORDER ACCEPTING A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS BEHAVIORAL HEALTH'S CENTERPOINT RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS <b>(MO #2710, BK 12)</b>

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

### **MUNICIPAL ORDER**

#### **AUTHORIZE OPIOID SETTLEMENT PARTICIPATION AGREEMENTS**

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board adopt a Municipal Order entitled, "A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF SETTLEMENT PARTICIPATION AGREEMENTS FOR THE TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART OPIOID SETTLEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE ALL FUTURE OPIOID SETTLEMENT PARTICIPATION AGREEMENTS."

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(MO #2711, BK 12)**

### **ORDINANCE ADOPTION**

#### **APPROVE CONSENSUAL ANNEXATION OF 2631 HOLT ROAD**

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS." This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 2631 Holt Road, containing approximately 3.71 acres of land.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). **(ORD 2023-03-8762, BK 36)**

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**APPROVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH OPENFIBER KENTUCKY COMPANY, LLC, D/B/A ACCELECOM**

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO OPENFIBER KENTUCKY COMPANY, LLC, D/B/A ACCELECOM, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 “TELECOMMUNICATIONS” OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT WITH OPENFIBER KENTUCKY COMPANY AND ALL OTHER DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance formally accepts the bid of Accelecom for a non-exclusive telecommunications franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of Accelecom of November 11, 2022. Further, this Ordinance grants a ten (10) year, non-exclusive telecommunications franchise to OpenFiber Kentucky Company, LLC, d/b/a Accelecom, pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5). (ORD 2023-03-8763, BK 36)

**ORDINANCE INTRODUCTION**

**APPROVE BUDGET AMENDMENT FOR THE FLEET PLAN BUDGET FY2023 IN AN AMOUNT OF \$156,870**

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Amend the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as follows:

- Transfer \$156,870 from Fleet Trust Fund Balance to Account Number 71000210 540050 (Fleet Trust Budget)

**AMEND THE FY23 CITY BUDGET TO INCREASE REVENUES AND EXPENDITURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$200,000**

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2022, and

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ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000.

**APPROVE 2023-2024 RESURFACING PROGRAM CONTRACT WITH JIM SMITH CONTRACTING, LLC.**

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH’S 2023-2024 STREET RESURFACING PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME.” This Ordinance is summarized as follows: That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for the City of Paducah’s calendar years 2023 and 2024 street resurfacing program with the option of a one-year renewal agreement upon the mutual agreement of both parties, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of February 16, 2023, and authorizes the Mayor to execute a contract for the following prices:

**RESURFACING**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$103.00
2.	Milling Texture	Ton	\$60.00
3.	Shoulder Construction	Ton	\$50.00

**PAVEMENT MARKINGS**

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4” Line	L.F.	\$0.55
2	Paint – 12” Stop Lines	L.F.	\$1.20
3	Paint – 24” Stop Lines	L.F.	\$2.10
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$90.00
7	Paint – 8” Crosswalks	L.F.	\$0.75
8	Paint - "School"	Each	\$70.00
9	Paint - RR Crossings	Each	\$230.00

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10	Paint – “STOP”	Each	\$70.00
11	Paint – “ONLY”	Each	\$70.00
12	Paint – Handicap Symbol	Each	\$70.00
13	Paint – 4” Parking Lot Lines	L.F.	\$0.65
14	Thermo – 4” Line	L.F.	\$1.40
15	Thermo – 12” Stop Lines	L.F.	\$8.00
16	Thermo – 24” Stop Lines	L.F.	\$16.00
17	Thermo – Straight Arrow	Each	\$150.00
18	Thermo - Turn Arrow	Each	\$150.00
19	Thermo – Combination Arrow	Each	\$250.00
20	Thermo – 8” Crosswalks	L.F.	\$5.00
21	Thermo - "School"	Each	\$295.00
22	Thermo - RR Crossings	Each	\$850.00
23	Thermo – “STOP”	Each	\$225.00
24	Thermo – “ONLY”	Each	\$225.00

**EQUIPMENT RENTAL**

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$165.00
2	Excavator - Medium	HR	\$195.00
3	Excavator with Mulching Head	HR	\$235.00
4	Skid Steer Loader	HR	\$135.00
5	Dump Truck -Tandem	HR	\$100.00
6	Dump Truck – Tri-axle	HR	\$115.00
7	Motor Grader - Medium	HR	\$195.00
8	Dozer- Small	HR	\$175.00
9	Dozer- Medium	HR	\$195.00
10	Laborer	HR	\$83.00
11	Vibratory Roller – Small	HR	\$170.00
12	Vibratory Roller - Medium	HR	\$170.00

March 14, 2023

## **AMEND THE CITY POLICE OFFICERS EDUCATIONAL INCENTIVE PLAN ORDINANCE**

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-278 “EDUCATIONAL INCENTIVE PLAN” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Section 2-278(f) to increase Educational incentive payments as follows: Associates, \$75.00 per month; Bachelors, \$112.50 per month and Masters, \$150.00 per month.

### **DISCUSSION**

Communications Manager Pam Spencer offered the following summaries:

#### **Discussion Regarding City’s Portion of Convention Center Roof**

“Mayor Bray, the Board, and City Manager Daron Jordan discussed the deteriorating roof at the Convention Center and the roof on the former Showroom Lounge which is at the back of the Convention Center. The Lounge is owned solely by the City. City Manager Jordan anticipates conversations regarding the roof sections and the future of the Showroom will be incorporated in the Fiscal Year 2024 Budget process. Mayor Bray stated the Convention Center is an important community asset.”

#### **Discussion of Terrace Hills Preliminary Subdivision Plat**

“Mayor Bray and the Board discussed the proposed subdivision called Terrace Hills at 3750 Pecan Drive and 600 and 601 Deer Lick Place. The Planning Commission held a public hearing regarding the proposed subdivision on February 6 and approved the preliminary subdivision plat. This Planned Unit Development currently depicts 122 residential lots of duplexes and single-family homes with sidewalks on approximately 26 acres. The property currently is wooded. The developer plans to build the subdivision in three phases over a span of several years with a stormwater detention pond in each phase. These single-story homes with garages would be valued at approximately \$250,000. Neighbors voiced their concerns at the Planning Commission meeting and at this City Commission meeting. Concerns include the removal of trees, the density of houses, an increase in traffic, and stormwater runoff. Mayor Bray appreciated the comments and said the City will be working with the developer as he develops the final plat for approval. The City wants to balance the neighborhood’s concerns and the need for growth and housing in Paducah.”

### **PUBLIC COMMENTS**

The following individuals made public comments related to the discussion about the Terrace Hills Preliminary Subdivision Plat.

- David Curtis
- Kevin Crider
- Cindy Jones
- Dennis Herricks
- Jill Love

### **ADJOURN**

Commissioner Smith offered Motion, seconded by Commissioner Guess, that the meeting be adjourned.

March 14, 2023

**TIME ADJOURNED:** 6:42 p.m.

**ADOPTED:** March 28, 2023

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George P. Bray, Mayor

ATTEST:

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Lindsay R. Parish, City Clerk

March 14, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Meeting of the Board of Commissioners for Friday, March 10, 2023
2. Certificate of Accreditation from Kentucky Main Street Program for Paducah Main Street
3. 2023 Riverboat Schedule

Contract File:

1. Opioid Settlement Participation Agreements with Teva, Allergan, CVS, Walgreens and Walmart – MO #2711
2. Telecommunications Franchise Agreement with OpenFiber Kentucky Company, LLC, d/b/a Accelecom – ORD 2023-03-8763

CITY OF PADUCAH  
March 28, 2023

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

*Michelle Smolen*

\_\_\_\_\_  
City Manager's Office Signature

*3/23/2023*

\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
March 28, 2023**

**NEW HIRES - FULL-TIME (F/T)**

<b><u>PUBLIC WORKS</u></b>	<b><u>POSITION</u></b>	<b><u>RATE</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Kelly, Tammie Lynn	Janitor / Collector	\$16.56/hr	NCS	Non-Ex	April 6, 2023
Osucha, Noah D.	ROW Maintenance Person	\$19.29/hr	NCS	Non-Ex	April 20, 2023

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)**

<b><u>PARKS &amp; RECREATION</u></b>	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Baumgardner, Jeffrey A.	Temp - Sports Official \$20.00/hr	Temp - Sports Official \$25.00/hr	NCS	Non-Ex	March 23, 2023
Priddy, James A.	Temp - Sports Official \$20.00/hr	Temp - Sports Official \$25.00/hr	NCS	Non-Ex	March 23, 2023
Walker, David J.	Temp - Sports Official \$20.00/hr	Temp - Sports Official \$25.00/hr	NCS	Non-Ex	March 23, 2023

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Approve the Application for a 2023 Crumb Rubber/Tire-Derived Products Grant in the Amount of \$48,419 - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie  
Clark, Hope Reasons  
Presentation By: Amie  
Clark

**Background Information:** The Kentucky Energy and Environment Cabinet is accepting grant proposals for projects that promote the use of recycled Kentucky waste tires. In the 2011 regular session, the legislature passed House Bill 433, which established the Waste Tire Working Group (WTWG) in KRS 224.50-855, consisting of the director of the Division of Waste Management, the manager of the Recycling and Local Assistance Branch, one representative of the Kentucky Department of Agriculture, and two representatives of the Solid Waste Coordinators of Kentucky. The group provides advice and input to the cabinet regarding waste tire issues. Grant funding comes from the Waste Tire Trust Fund, established in 1998 by the Kentucky General Assembly to receive fees collected from new tire sales.

The Parks and Recreation Department is requesting to submit a grant application in the amount of \$48,419 for a poured-in-place playground surfacing at Coleman Park. This amount will cover the rubber material and freight. The total project cost is \$74,798. There is a 25% match requirement for this grant. The Parks and Recreation Department will be responsible for \$26,379 for installation of the poured-in-place surfacing and additional materials, which will satisfy the match requirement.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the application for the 2023 Crumb Rubber Grant in the amount of \$48,419 and authorize the Mayor to sign all documents related to same.

**Attachments:**

1. app - parks-Kentucky Environmental Projection – Crumb Rubber Grant 2023

MUNICIPAL ORDER NO. \_\_\_\_\_

MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A CRUMB RUBBER GRANT IN THE AMOUNT OF \$48,419 FROM THE KENTUCKY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR A POURED-IN-PLACE PLAYGROUND SURFACING AT COLEMAN PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Crumb Rubber Grant in the amount of \$48,419 from the Kentucky Department of Environmental Protection for a poured-in-place playground at Coleman Park. The Parks and Recreation Department will be responsible for \$26,379 for the installation of the poured-in-place surfacing and additional materials, which will satisfy the 25% match requirement.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 28, 2023  
Recorded by Lindsay Parish, City Clerk, March 28, 2023  
\mo\grants\app - parks-Kentucky Environmental Projection – Crumb Rubber Grant 2023

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Purchase of Cisco HyperFlex Virtualization hardware on State contract from Trace3 in an amount not to exceed \$250,000 - **E. STUBER**

Category: Municipal Order

Staff Work  
By: Eric Stuber  
Presentation  
By: Eric Stuber

**Background Information:** Shortly after arriving in July 2022, I conducted an internal assessment of all of our technology assets (servers, computers, routers, firewalls, etc.) to develop a lifecycle replacement plan.

It was found during this assessment that 85% of our servers were either at End of Life (EoL) or End of Service Life (EoSL). EoL means the manufacturer no longer makes the hardware, does not have replacement parts, and no longer provides patches/firmware for it. EoSL means the manufacturer no longer supports the product.

In addition to out of date hardware, we also are consuming a tremendous amount of power to run these 27 servers 24/7/365. Our power costs are approximately \$25,920 per year.

We also do not have a local replication site in the event something were to happen to our building. We do backup all of our servers each day and the backups are stored off-site in the cloud. However, if something were to happen to our building, we would have to purchase new hardware, wait for it to arrive, configure it, and then download all of the data from the cloud back to the new servers. This would take weeks if not months to do.

This equipment will allow us to convert 27 physical servers into virtual servers, give us a backup appliance on-site as well as a backup appliance at the McCracken County Emergency Management building on Coleman Road. In addition, it will reduce our power consumption by 75%

Equipment is available under NASPO ValuePoint DataCom Kentucky Master Agreement #758 2100000767. Trace3, LLC is an authorized fulfillment partner for the State.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: I/T - Virtualization 9.353

Account Number: EQ0031

**Staff Recommendation:** The City of Paducah hereby authorizes the Finance Director to make payment to Trace3, LLC for the purchase of Cisco HyperFlex virtualization hardware in an amount not to exceed \$250,000 and authorizes the Mayor to execute all documents related to same. This hardware will replace 27 physical servers that are at or exceed end-of-life per the manufacturer and allow for on-site backup as well as across-

town replication to be used for disaster recovery. This purchase is made in compliance with the NASPO ValuePoint DataCom Kentucky Master Agreement #758 2100000767

**Attachments:**

1. Trace 3 - Tech-virtualization hardware - 2023

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF CISCO HYPERFLEX VIRTUALIZATION HARDWARE, FROM TRACE 3, LLC, IN AN AMOUNT NOT TO EXCEED \$250,000, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah needs to replace twenty-seven servers that are at or exceed end-of-life per the manufacturer and allow for on-site backup as well as across-town replication to be used for disaster recovery; and

WHEREAS, this equipment is available under NASPO ValuePoint DataCom Kentucky Master Agreement #758 2100000767; therefore, competitive bidding is not required; and

WHEREAS, this equipment will convert twenty-seven physical servers into virtual servers and give us a backup appliance at the McCracken County Emergency Management building on Coleman Road; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Trace3, LLC, for the purchase of Cisco HyperFlex virtualization hardware in an amount not to exceed \$250,000 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with NASPO ValuePoint DataCom Kentucky Master Agreement #758 2100000767.

SECTION 2. This expenditure shall be charged to I/T – Virtualization 9.353, Account Number EQ0031.

SECTION 3. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 28, 2023  
Recorded by Lindsay Parish, City Clerk, March 28, 2023  
\\mo\Trace 3 - Tech-virtualization hardware - 2023

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Site selection for relocation of Dog Parks and Sports Complex Update - **A. CLARK & J. CANTER**

Category: Municipal Order

Staff Work By: Amie Clark

Presentation By: Amie Clark, Jeff Canter

**Background Information:** September 7, 2022, the City of Paducah, McCracken County Fiscal Court, and McCracken County Sports Tourism Commission signed an Interlocal Agreement in regards to the construction of an Athletic Complex on the properties owned by the City, Stuart Nelson Park, and the County, Bluegrass Downs. January 24, 2023, the design team made an official recommendation to relocate the dog parks, currently located in Stuart Nelson Park to Noble Park as permissible in the Interlocal Agreement.

On February 28, 2023, the design team proposed 4 potential sites for discussion and the Board of Commissioners approved further investigation and planning into 2 of the 4 sites.

On March 9, staff visited both sites for additional review and discussion. Staff met with PFGW and BFW to discuss both sites. PFGW and BFW have compiled a list of pros and cons for further discussion and eventually site selection by the City.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Outdoor Sports Facilities

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - relocation of dog park to Anna Baumer site in Noble Park

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING THE RELOCATION OF THE DOG PARKS IN STUART NELSON PARK TO THE ANNA BAUMER SITE IN NOBLE PARK

WHEREAS, the City of Paducah, the County of McCracken, and the Sports Tourism Commission entered into an Interlocal Cooperation Agreement for the Development and Operation of the Paducah-McCracken County Athletic Complex (hereinafter “Interlocal Agreement”) on September 7, 2022; and

WHEREAS, Section 1.5 of the Interlocal Agreement identifies specific requirements related to the existing dog parks at Stuart Nelson Park; and

WHEREAS, on February 28, 2023, the City Commission approved Municipal Order No. 2705 accepting the recommendation of the Paducah/McCracken County Athletic Complex Design Team to relocate the dog parks in Stuart Nelson Park to Noble Park in accordance with the Interlocal Agreement; and

WHEREAS, the City Commission now desires to specify the Anna Baumer Site in Noble Park as the area to which the dog parks will be relocated.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. The City hereby accepts the recommendation of the Paducah/McCracken County Athletic Complex Design Team to relocate the dog parks in Stuart Nelson Park to the Anna Baumer site in Noble Park.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 28, 2023  
Recorded by Lindsay Parish, City Clerk, March 28, 2023  
MOrelocation of dog park to Anna Baumer site in Noble Park

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

**Short Title:** Authorize the Mayor to accept bid from and enter into agreement with Midstates Construction in the amount of \$1,557,697.00 for the Robert Cherry Civic Center Renovation Project - **A. CLARK**

**Category:** Municipal Order

Staff Work  
By: Amie Clark, Jeff  
Canter  
Presentation  
By: Amie Clark

**Background Information:** The City of Paducah completed a feasibility study in July 2021 for modification of the Robert Cherry Civic Center for mixed use to include administrative offices and community assembly space. In August 2021, the Board of Commissioners authorized the City Manager to release a Request for Proposals for Architectural Design and Construction Administrative Services for the Robert Cherry Civic Center Renovation project. On October 26, 2021, the City entered into an agreement with Peck Flannery Gream Warren for the Design and Construction of Administrative Services of the Robert Cherry Civic Center.

On February 15, 2023 Request for Proposals was released for the renovation of the Robert Cherry Civic Center to include the repair work required due to damage to the facility that occurred in September of 2022. Proposals were due March 8, 2023. 2 proposals were received. The design team and staff recommend acceptance of the proposal from Midstates Construction in the amount of \$1,557,697.00 for the completion of the project.

**Does this Agenda Action Item align with a Commission Priority? Yes**

If yes, please list the Commission Priority: City Facilities

**Communications Plan:**

**Funds Available:** Account Name: ARPA Funding

Account Number: MR0093

**Staff Recommendation:** Authorize Mayor to accept bid and enter into agreement with Midstates Construction for the renovation of the Robert Cherry Civic Center and all documents related to same.

**Attachments:**

1. MO - agree – Midstates Construction – Robert Cherry Civic Center Renovation Project
2. A101-2017 - Owner Contractor - Final - (1) (4)

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MIDSTATES CONSTRUCTION, INC. IN THE AMOUNT OF \$1,557,697 FOR THE ROBERT CHERRY CIVIC CENTER RENOVATION PROJECT

WHEREAS, the City of Paducah completed a feasibility study in July 2021 for modification of the Robert Cherry Civic Center for mixed use to include administrative offices and community assembly space; and

WHEREAS, in August 2021 the Board of Commissioners authorized the City Manager to release a Request for Proposal for Architectural Design and Construction Administrative Services for the Robert Cherry Civic Center Renovation project; and

WHEREAS, on October 26, 2021, the City entered into an agreement with Peck Flannery Gream Warren for the Design and Construction Administrative Services of the Robert Cherry Civic Center; and

WHEREAS, on February 15, 2023, a Request for Proposals was released for the renovation of the Robert Cherry Civic Center to include the repair work required due to damage to the facility that occurred in September 2022; and

WHEREAS, the design team and staff recommend acceptance of the proposal from Midstates Construction, Inc. in the amount of \$1,557,697, for the completion of the project.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Commission hereby approves an Agreement with Midstates Construction, Inc. in the amount of \$1,557,697 for the renovation of the Robert Cherry Civic Center, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This expenditure shall be charged to Account No. MR0093.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 28, 2023

Recorded by Lindsay Parish, City Clerk, March 28, 2023

\mo\agree – Midstates Construction – Robert Cherry Civic Center Renovation Project

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Adopt 2023 Commission Priorities - M. SMOLEN

Category: Municipal Order

Staff Work By: Daron Jordan,  
Michelle Smolen  
Presentation By: Michelle  
Smolen

**Background Information:** The Board of Commissioners held a priority-setting session on Friday, March 10. The following ten Commission Priorities and five Continuous Improvements items were developed during the priority-setting session. The tactics for each priority will be presented during the Commission Meeting.

### Commission Priorities

- Bike Lanes & Trails
- City Facilities
- Community Growth
- Downtown
- Housing
- Minority Inclusion
- Neighborhoods
- Quality of Life
- Revenue Equity
- Southside Enhancements

### Continuous Improvements

- Stormwater
- Joint City/County Sports Plex
- 911 Radio Equipment Upgrade, Governance & Revenue
- Protecting Key Historical & Cultural Resources
- Continue Efforts to Improve Operational Efficiencies in the Development Process and Throughout All City Departments

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Adopt the 2023 Commission Priorities and Continuous Improvement Items

**Attachments:**

1. MO - Commission Priorities 2023

**MUNICIPAL ORDER NO. \_\_\_\_\_**

**A MUNICIPAL ORDER OF THE CITY OF PADUCAH,  
KENTUCKY, ADOPTING THE CITY COMMISSION  
PRIORITIES FOR THE CALENDAR YEAR 2023**

**WHEREAS**, the Board of Commissioners of the City of Paducah believes that it is in the best interest of the citizens of Paducah for the City to formulate Commission Priorities for the future success of the community; and

**WHEREAS**, the Board of Commissioners participated in two planning sessions to discuss their priorities for the calendar year 2023; and

**WHEREAS**, the Board of Commissioners now desires to adopt the Commission Priorities and Continuous Improvement items for the calendar year 2023.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH,  
KENTUCKY:**

SECTION 1. That the Board of Commissioners hereby adopts the Paducah City Commission Priorities and Continuous Improvement Items as listed below for the calendar year 2023.

**Commission Priorities**

- Bike Lanes & Trails
- City Facilities
- Community Growth
- Downtown
- Housing
- Minority Inclusion
- Neighborhoods
- Quality of Life
- Revenue Equity
- Southside Enhancements

**Continuous Improvements**

- Stormwater
- Joint City/County Sports Plex
- 911 Radio Equipment Upgrade, Governance & Revenue
- Protecting Key Historical & Cultural Resources
- Continue Efforts to Improve Operational Efficiencies in the Development Process and Throughout All City Departments

SECTION 2. That this Municipal Order shall become effective on the date of its adoption.

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners March 28, 2023  
Recorded by the City Clerk March 28, 2023  
\\mo\Commission Priorities 2023

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

**Short Title:** Approve a Budget Amendment for the Fleet Plan Budget FY2023 in an amount of \$156,870 - C.  
**YARBER**

**Category:** Ordinance

Staff Work By: Jim  
Scutt, Debbie Collins  
Presentation By: Chris  
Yarber

**Background Information:** Funds need to be transferred/moved to the Fleet Plan Budget for FY2023 for Fleet Trust Vehicles. One (1) SUV for use by the Fire Department in the amount of \$48,000 and Two (2) Patrol SUV's for use by the Police Department in the amount of \$48,935 each, due to wrecked losses. Also, in accordance with the adopted Fleet Plan Budget for FY2023 Two (2) Pickups for use by the Facility Division and Parks Department were authorized to be purchased. Due to bid received over budget, additional funds of \$11,000 (Facility \$4,000 and Parks \$7,000) need to be added for purchase.

**Does this Agenda Action Item align with a Commission Priority?** No

**If yes, please list the Commission Priority:**

**Communications Plan:**

**Funds Available:** Account Name: Rolling Stock/Vehicle Fleet Lease Trust Fund  
Fleet Trust Fund Balance

Account Number: 71000210 540050

**Staff Recommendation:** To authorize an Ordinance for a budget amendment to add \$156,870 from Fleet Trust Fund Balance to Account 71000210 540050 (Fleet Trust Budget) in order to purchase fleet vehicles out of the FY2023 budget.

**Attachments:**

1. ORD - budget amend FY2023 – Fleet – vehicle purchases - March

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, due to wrecks of City fleet vehicles, it is necessary to amend the budget to replace one (1) SUV for the use by the Fire Department in the amount of \$48,000, and two patrol SUVs for use by the Police Department in the amount of \$48,935 each.; and

WHEREAS, due to bid received over budget, additional funds of \$11,000 (Facility \$4,000 and Parks \$7,000) need to be added for the purchase of two (2) Pickups for use by the Facility Division and Parks Department; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2023 budget to include these expenditures.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations in order to purchase said vehicles out of the FY2023 budget:

- Transfer \$156,870 from Fleet Trust Fund Balance to Account Number 71000210 540050 (Fleet Trust Budget)

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 14, 2023  
Adopted by the Board of Commissioners,  
Recorded Lindsay Parish, City Clerk,  
Published by *The Paducah Sun*,  
\\ord\finance\budget amend FY2023 – Fleet – vehicle purchases March

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

**Short Title:** Amend the FY23 City Budget to Increase Revenues and Expenditures for the Community Development Block Grant Fund by \$200,000 - **H. REASONS**

**Category:** Ordinance

Staff Work  
By: Hope  
Reasons  
Presentation  
By: Hope  
Reasons

**Background Information:** The City of Paducah applied for and received a Community Development Block Grant in the amount of \$200,000 on behalf of the Four Rivers Recovery Center to assist with residential alcohol and drug treatment services. The Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires:

Evidence of a budget ordinance/amendment indicating inclusion of CDBG-CV funds into the City's budget.

This ordinance will satisfy the Grant Agreement requirement for the budget amendment.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the budget amendment to increase revenues and expenditures by \$200,000.

**Attachments:**

1. ORD - budget amend FY2023 – Four Rivers Recovery Center
2. 22-006 Paducah Four Rivers RKY Exhibits

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2022-06-8740, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2022, THROUGH JUNE 30, 2023, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah applied for and received a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Recovery Center to assist with residential alcohol and drug treatment services; and

WHEREAS, the Grant Agreement between the Commonwealth of Kentucky and City of Paducah requires evidence of a budget ordinance/amendment indicating inclusion of CDBG-CV funds into the City's budget; and

WHEREAS, the City Commission now wishes to amend the FY2023 budget to satisfy the requirement of the Commonwealth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, as adopted by Ordinance No. 2022-06-8740, be amended by the following re-appropriations:

- Increase revenues and expenditures for the CDBG Fund by \$200,000.

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 14, 2023  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_  
\\ord\finance\budget amend FY2023 – Four Rivers Recovery Center

**EXHIBIT A**

SUPPLEMENTARY PROVISIONS

Rider to Section 1-B (2). In addition to Recipient's Application for Commonwealth Small Cities Community Development Block Grant Assistance, "Application" shall include the following submittals:

Cost Summary (Exhibit C)

Rider to Section 1-B (12). The terms "Subrecipient" and "Participating Party" consist of the following persons, entities, firms, corporations and funding sources:

Subrecipient:

Four Rivers CenterPoint Behavioral Health  
425 Broadway  
Paducah, Kentucky 42001

Rider to Section 2-A. The amount of this CDBG grant is:

\$200,000

Rider to Section 8-A. The address of the Recipient for the purposes of communications relating to this Agreement shall be the following:

Recipient:

The Honorable George Bray  
Mayor, City of Paducah  
PO Box 2267  
Paducah, Kentucky 42002-2267

Contact:

Daron Jordan  
City of Paducah  
PO Box 2267  
Paducah, KY 42002

## **EXHIBIT B**

### DESCRIPTION OF RECIPIENT ACTIVITIES

Rider to Section 1-B (16). "Recipient Activities" for this Project shall consist of the following:

1. The Recipient agrees to perform activities as stated in the CDBG application and given preliminary approval on January 24, 2023 as summarized below:

a. The Recipient shall provide the Subrecipient with CDBG funds for the CenterPoint Recovery Center (Recovery Kentucky) operational costs, which are limited to CenterPoint on-site staff salaries.

b. The Recipient shall ensure that the Subrecipient implements the social recovery program model as outlined in the Recovery Kentucky Guidelines.

c. The Recipient shall ensure that the Subrecipient meets the National Objective of 51 percent low and moderate-income (LMI) benefit during the CDBG funding period.

d. The Recipient shall be responsible for determining the objectives of each activity, measuring the outcomes of each activity funded with CDBG funds utilizing a performance measurement system provided by DLG. This data shall be reported to DLG on an annual basis and/or made available upon request until the project is closed.

2. The Recipient shall provide necessary administration of the project to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Mayor George Bray on August 15, 2022 and submitted on or about that date as part of the project application.

3. The Recipient shall expend no more than \$2,500/program year in CDBG funds to cover costs of providing administration of the project.

EXHIBIT B-2

DESCRIPTION OF SUB-RECIPIENT ACTIVITIES

Rider to Section 1-B (14). "Subrecipient Activities" for this Project shall consist of the following:

1. The Sub-recipient shall perform activities as stated in the CDBG application and given preliminary approval on January 24, 2022 as summarized below:
  - a. The Subrecipient shall use CDBG funds for the CenterPoint Recovery Center (Recovery Kentucky) operational costs, which are limited to CenterPoint on-site staff salaries
  - b. The Subrecipient shall implement the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
  - c. The Subrecipient shall collect and compile the necessary client income data and provide evidence that the project meets the National Objective of 51 percent low and moderate-income (LMI) benefit during the CDBG funding period. This information shall be reported to DLG on an annual basis and/or made available upon request.
  - d. The Subrecipient shall collect and compile the necessary data (payrolls and receipts and performance measures) and provide evidence that the CDBG funds were used as stated in paragraph a. The Subrecipient shall also measure the outcomes of each activity funded with CDBG funds utilizing a performance measurement system provided by DLG. This data shall be reported to DLG on an annual basis and/or made available upon request until the project is closed.

**EXHIBIT C**

**PROJECT BUDGET – SUMMARY OF PROPOSED EXPENDITURES**

Attached (as marked Exhibit C containing one page)

## EXHIBIT D

### REQUIRED EVIDENTIARY MATERIALS

Recipient agrees to submit the following evidentiary materials for the approval of the Commonwealth in the manner and form described by the applicable provisions of Section 7 of this Agreement:

- Environmental Certification per 24 CFR, Part 58
- Environmental Review Status Sheet – Determination of Exemption
- Copy of and evidence that a Residential Anti-displacement and Relocation Assistance Plan has been adopted
- Evidence of budget ordinance/amendment indicating inclusion of CDBG funds into the Recipient's budget
- Copy of and evidence of adoption of a procurement code meeting the CDBG requirements
- Copy of an agreement between the City of Paducah and Four Rivers CenterPoint Behavioral Health concerning the use of CDBG funds for operational costs and the type of services provided (social recovery program model), as it was proposed and stated in the application, during the CDBG funding period. The agreement will also state that at no time will the facility be utilized for general government purposes.
- Authorized Signature Form
- Electronic Transfer of Funds Form

### **Fair Housing/Equal Opportunity Requirements:**

- Fair Housing Resolution or Ordinance
- Section 504 Accessibility Self-Evaluation and Transition Plan (if applicable)
- Drug Free Workplace Statement
- Title VI Self Survey and Statement of Assurance or Title VI Implementation Plan
- Policy of Non-Discrimination on the Basis of Disability Status (for grantees with 15 or more employees)
- Letter of designation of local fair housing/EEO responsible official
- A written assurance (on grantee letterhead, signed by a designated grantee official) regarding:
  - Maintenance of a copy of the State's Fair Housing Analysis of Impediments (AI)
  - Carrying out of fair housing activities (see list in handbook)
  - Maintenance of demographic records
  - Required posters will be displayed
  - Adoption of the State Title VI Plan
  - Adoption of drug-free workplace policy

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Approve 2023-2024 Resurfacing Program Contract with Jim Smith Contracting, LLC. - **R. MURPHY**

Category: Ordinance

Staff Work  
By: Brandy  
Topper-Curtiss  
Presentation  
By: Rick Murphy

**Background Information:** On February 16, 2023, sealed bids were received for the City of Paducah’s 2023-2024 Street Resurfacing Program. This program consists primarily of the bituminous resurfacing and milling of city streets in accordance with the yearly street resurfacing program. Jim Smith Contracting Company, LLC, submitted the only bid for the unit bid prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2024. The contract has the option for an additional one-year renewal, ending December 31, 2025, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 “Price Adjustments” of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

Does this Agenda Action Item align with a Commission Priority? No  
If yes, please list the Commission Priority:

Communications Plan: Coordinate with Communications Manager to provide public notice of projects.

Funds Available: Account Name: MAP Account

Account Number: 22002217-542270

**Staff Recommendation:** To receive and file the bid submitted for the 2023-2024 Street Resurfacing Program and adopt an Ordinance authorizing the Mayor to enter into an agreement with Jim Smith Contracting Company, LLC., for the unit prices listed on the attached bid tab for the 2023 and 2024 calendar year ending December 31, 2024, and allow “Price Adjustments” in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer, to execute a “One-Year Renewal Agreement” extending the contract time period for the 2025 calendar year ending December 31, 2025, upon the mutual agreement of both parties.

**Attachments:**

1. ORD - resurfacing 2023-2024 – Jim Smith Contracting
2. Ad
3. Bid Tab
4. Paducah\_2023-2024\_Resurfacing Contract Bid Documents

5. 0000 - Ad for Resurfacing Bid

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH’S 2023-2024 STREET RESURFACING PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for the City of Paducah’s calendar years 2023 and 2024 street resurfacing program with the option of a one-year renewal agreement upon the mutual agreement of both parties, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of February 16, 2023.

SECTION 2. The City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets within the City of Paducah at the following unit bid prices:

**RESURFACING**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$103.00
2.	Milling Texture	Ton	\$60.00
3.	Shoulder Construction	Ton	\$50.00

**PAVEMENT MARKINGS**

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4” Line	L.F.	\$0.55
2	Paint – 12” Stop Lines	L.F.	\$1.20
3	Paint – 24” Stop Lines	L.F.	\$2.10
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00

6	Paint - Combination Arrow	Each	\$90.00
7	Paint – 8” Crosswalks	L.F.	\$0.75
8	Paint - "School"	Each	\$70.00
9	Paint - RR Crossings	Each	\$230.00
10	Paint – “STOP”	Each	\$70.00
11	Paint – “ONLY”	Each	\$70.00
12	Paint – Handicap Symbol	Each	\$70.00
13	Paint – 4” Parking Lot Lines	L.F.	\$0.65
14	Thermo – 4” Line	L.F.	\$1.40
15	Thermo – 12” Stop Lines	L.F.	\$8.00
16	Thermo – 24” Stop Lines	L.F.	\$16.00
17	Thermo – Straight Arrow	Each	\$150.00
18	Thermo - Turn Arrow	Each	\$150.00
19	Thermo – Combination Arrow	Each	\$250.00
20	Thermo – 8” Crosswalks	L.F.	\$5.00
21	Thermo - "School"	Each	\$295.00
22	Thermo - RR Crossings	Each	\$850.00
23	Thermo – “STOP”	Each	\$225.00
24	Thermo – “ONLY”	Each	\$225.00

### **EQUIPMENT RENTAL**

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$165.00
2	Excavator - Medium	HR	\$195.00
3	Excavator with Mulching Head	HR	\$235.00
4	Skid Steer Loader	HR	\$135.00
5	Dump Truck -Tandem	HR	\$100.00
6	Dump Truck – Tri-axle	HR	\$115.00
7	Motor Grader - Medium	HR	\$195.00
8	Dozer- Small	HR	\$175.00

9	Dozer- Medium	HR	\$195.00
10	Laborer	HR	\$83.00
11	Vibratory Roller – Small	HR	\$170.00
12	Vibratory Roller - Medium	HR	\$170.00

Said bid prices may be adjusted in accordance with Section 109.07 “Price Adjustments” of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 3. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets as accepted in Sections 1 and 2 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the remaining portion of the 2023 calendar year and the 2024 calendar year ending December 31, 2024. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional one-year renewal agreement extending the contract period for the 2025 calendar year ending December 31, 2025, upon the mutual agreement of both parties. If agreed, this renewal option will be exercised by both parties executing and delivering the written one-year renewal agreement. The City reserves the right to have said contract work completed at the quoted prices until the one-year renewal agreement has been executed by the parties.

SECTION 5. This expenditure shall be charged to the MAP Account No. 2200-2217-542270.

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

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 14, 2023

Adopted by the Board of Commissioners, March \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, March \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\eng\resurfacing 2023-2024 – Jim Smith Contracting

**City of Paducah – Engineering Department  
2023-2024 Resurfacing Program  
Bid Opening – February 16, 2023 2:00 p.m.**

**BID TABULATION**

**ONE BIDDER – RECOMMEND ACCEPTANCE:**

**Jim Smith Contracting Co., LLC  
1108 Dover Road  
Grand Rivers, KY 42045**

**RESURFACING**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1.	Bituminous Surface/Base	Ton	\$103.00
2.	Milling Texture	Ton	\$60.00
3.	Shoulder Construction	Ton	\$50.00

**PAVEMENT MARKINGS**

<b>ITEM</b>			<b>UNIT BID</b>
<b>NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
1	Paint – 4” Line	L.F.	\$0.55
2	Paint – 12” Stop Lines	L.F.	\$1.20
3	Paint – 24” Stop Lines	L.F.	\$2.10
4	Paint – Straight Arrow	Each	\$50.00
5	Paint - Turn Arrow	Each	\$50.00
6	Paint - Combination Arrow	Each	\$90.00
7	Paint – 8” Crosswalks	L.F.	\$0.75
8	Paint - "School"	Each	\$70.00
9	Paint - RR Crossings	Each	\$230.00
10	Paint – “STOP”	Each	\$70.00
11	Paint – “ONLY”	Each	\$70.00

12	Paint – Handicap Symbol	Each	\$70.00
13	Paint – 4” Parking Lot Lines	L.F.	\$0.65
14	Thermo – 4” Line	L.F.	\$1.40
15	Thermo – 12” Stop Lines	L.F.	\$8.00
16	Thermo – 24” Stop Lines	L.F.	\$16.00
17	Thermo – Straight Arrow	Each	\$150.00
18	Thermo - Turn Arrow	Each	\$150.00
19	Thermo – Combination Arrow	Each	\$250.00
20	Thermo – 8” Crosswalks	L.F.	\$5.00
21	Thermo - "School"	Each	\$295.00
22	Thermo - RR Crossings	Each	\$850.00
23	Thermo – “STOP”	Each	\$225.00
24	Thermo – “ONLY”	Each	\$225.00

## **EQUIPMENT RENTAL**

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$165.00
2	Excavator - Medium	HR	\$195.00
3	Excavator with Mulching Head	HR	\$235.00
4	Skid Steer Loader	HR	\$135.00
5	Dump Truck -Tandem	HR	\$100.00
6	Dump Truck – Tri-axle	HR	\$115.00
7	Motor Grader - Medium	HR	\$195.00
8	Dozer- Small	HR	\$175.00
9	Dozer- Medium	HR	\$195.00
10	Laborer	HR	\$83.00
11	Vibratory Roller – Small	HR	\$170.00
12	Vibratory Roller - Medium	HR	\$170.00

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Amend the City Police Officers Educational Incentive Plan Ordinance - **S. WILCOX**

Category: Ordinance

Staff Work  
By: Stefanie  
Wilcox  
Presentation  
By: Stefanie  
Wilcox

**Background Information:** To promote higher education and to assist with recruitment and retention of Police Officers to the Paducah Police Department, the City is increasing the educational incentive payments by fifty percent to equal the following: Associates, \$75.00 per month; Bachelors, \$112.50 per month; and Masters, \$150.00 per month. There currently are fourteen (14) Officers with an Associates degree, thirty-six (36) Officers with a Bachelors degree, and five (5) with a Master's degree. The increased amounts will result in a twenty-three thousand and four hundred dollar (\$23,400) impact.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the recommended increase in the educational incentive plan payments to Police Officers for those who have completed higher education.

**Attachments:**

1. ORD - 2-278 – Educational incentive plan - Police

**ORDINANCE NO. 2023-\_\_\_\_ -\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-278  
“EDUCATIONAL INCENTIVE PLAN” OF THE CODE OF  
ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

**WHEREAS**, this Ordinance amends Chapter 2 of the Code of Ordinances of the City of Paducah, regarding the City Police Officers Educational Incentive Plan.

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Paducah as follows:

**SECTION 1.** That the City of Paducah, Kentucky hereby amends Section 2-278(f) “Educational Incentive Plan” of the Paducah Code of Ordinances as follows:

**Sec. 2-278 Educational Incentive Plan.**

- (a) The City hereby establishes an educational incentive plan, hereinafter referred to as the City Police Officers Educational Incentive Plan, which is to be funded by the City.
- (b) All police officers, as defined by KRS 15.420 , of the City Police Department shall have an equal opportunity to participate in the City Police Officers Educational Incentive Plan. All officers may obtain the maximum load incentive through continued education.
- (c) In order to be eligible to participate in the City Police Officers Educational Plan, an officer must:
  - (1) Enroll in a degree program at an accredited college or university for the purpose of achieving an associate, baccalaureate, or higher degree in an area related to law enforcement or suitable for persons employed in law enforcement;  
or
  - (2) Have been awarded such a degree by an accredited college or university.
- (d) In order to receive educational incentive monies under the City Police Officers Educational Incentive Plan, an officer must cause an official current transcript to be sent to the Paducah Chief of Police.
- (e) For the purpose of the City Police Officers Educational Incentive Plan, only those college credit hours which have been certified and accepted toward an associate, baccalaureate, or higher degree by the accredited college or university at which the police officer is, or was, classified as a matriculated student will be applicable for educational incentive payment. Furthermore, educational incentive payments shall be made only on the basis of successfully completed college hours. According to this educational incentive plan, the term "successfully completed" (as used above) shall be defined as earning at least a "C" on a letter grade basis or a pass on a pass-fail basis. Once an officer has earned a degree, any grade accepted by the college or university toward that degree may be used to qualify the police officer for educational incentive monies.

- (f) Educational incentive payments shall be disbursed by the City in accordance with the following: Associates, [~~\$50.00~~] \$75.00 per month; Bachelors, [~~\$75.00~~] \$112.50 per month and Masters, [~~\$100.00~~] \$150.00 per month.
- (g) Credit hours earned will be retoted annually on June 30. No officer shall be reclassified to a higher level of educational incentive payment except on this date. In order to be eligible for reclassification, an officer's official transcript must be received by the Chief of Police no later than fifteen (15) days prior to the respective classification date.
- (h) No officer shall be reclassified to a higher level of educational incentive payment until the officer causes a current official transcript to be submitted to the Chief of Police, who shall verify reclassification through a review of the officer's official transcript.

**SECTION 2. 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 3. 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 4. 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 5. EFFECTIVE DATE.** This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 14, 2023  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by the City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_

# Agenda Action Form Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Approve the Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox  
Presentation By: Stefanie Wilcox

Background Information:

## The City of Paducah and The Professional Fire Fighters of Paducah – Local 168 Summary of Contract Changes

### Article 5 – Payroll Deduction of Dues

- Language is deleted to coincide with the right to work language for the state.

### Article 8 – Exchange of Duties and Union Business Leave

- Language added to allow for workback to discontinue if the employee is not following policy.

### Article 9 – Workweek and Overtime

- Added double time for up to 6 hours related to emergency incidents when an employee is called in for a structure fire, natural disaster, technical rescue deployment, or hazmat deployment.

### Article 10 – Clothing Allowance

- The uniform allowance is increased from \$900 to \$1,250; distributed in two equal installments.
- Equipment items have been removed from the union agreement and will be quarter mastered by administration.

### Article 11 – Vacations

- Vacation accruals have been increased by two hours per month for each level based on years of service. The following table shows the illustrated changes:

Beginning Year	Through	Previous Accrual Hours	Previous Total Shifts per Year	New Accrual Hours	New Total Shifts per Year
1 <sup>st</sup> year	3 <sup>rd</sup> year	10	5	12	6
4 <sup>th</sup> year	10 <sup>th</sup> year	12	6	14	7
11 <sup>th</sup> year	15 <sup>th</sup> year	14	7	16	8
16 <sup>th</sup> year	20 <sup>th</sup> year	16	8	18	9
21 <sup>st</sup> year	25 <sup>th</sup> year	18	9	20	10
26 <sup>th</sup>		20	10	22	11

- The prepared schedule for selecting vacation slots will be updated to contain 17 leave slots. The leave slots will have 7 (24 hour) shifts. The slot language has been updated to designate individual slots to allow for more flexibility in the ability to use vacation time as needed and ease administration of scheduling vacations.
- After fifteen years of service, a firefighter can bank up to two unscheduled vacation days in their bank. This is an increase from the previous one day amount.

#### **Article 12 – Holidays**

- Added Juneteenth to the contract increasing Holidays from 11 total to 12 total per year.
- A member of the bargaining unit that works on a holiday should receive two times their hourly rate for an additional 12 hours. This is increased from the previous eight hours, but they must work the full 12 hours to receive the double-time pay.

#### **Article 16 – Acting Pay**

- Acting pay will be temporarily assigned when a position of higher responsibility than the position the employee currently holds due to a vacancy created by an employee retiring, resigning, terminated or an illness/injury that is foreseen to take more than 10 consecutive 24 hours shifts to return to full-duty. Filling vacation, sick, or other temporary absences on a shift will not count towards acting pay.
- Section 2 of Acting Pay refers to additional pay received by Captains filling in for Assistant Chiefs. These amounts are being increased from \$0.80 per hour to \$0.95 per hour total, changing the #2 rate from \$0.15 to \$0.25, and #3 from \$0.05 to \$0.10 per hour.

#### **Article 20 – Health and Safety**

- Agility tests will be performed between July 1<sup>st</sup> and September 30<sup>th</sup> of each year with the incentive payable in the second pay period of October of each year.
- The incentive amount for successful completion will be \$300 per year, increasing from \$250.
- The payments may be contributed to either the employees' Health Savings Account or Deferred Compensation account, depending on their eligibility.

#### **Article 27 – Wage Rates**

- Cost of living adjustments (COLAS) will be as follows - FY24 6%, FY25 4%, FY26 3%. No increases to the base rates were provided.
- Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible City employees.
- The Fire Department's specialty teams, defined as Technical Rescue, Water Rescue, and Hazmat Teams, as designated by the Fire Chief, will receive bi-weekly specialty pay in the amount of forty dollars (\$40) per bi-weekly pay period.
- Honor Guard, Peer Support, or other similar skills determined by the fire Chief shall receive ten dollars (\$10) per bi-weekly pay period for skills utilized by the City outside of the regular assignment.

#### **Sick Policy Change**

The City agrees to update the sick policy to allow the members of the collective bargaining unit to have up to six (6) undocumented absences before disciplinary action is taken.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:

Account Number:

Staff Recommendation: Approve the recommended contract changes for the IAFF Agreement effective July 1, 2023.

Attachments:

1. ORD - IAFF 2023-2026
2. 2023 IAFF Contract FINAL

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

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, 2023, through June 30, 2026.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 28, 2023

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The *Paducah Sun*, \_\_\_\_\_

\\ord\fire\IAFF 2023-2026

**AGREEMENT**

**BETWEEN  
THE CITY OF PADUCAH**

**AND**

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

**Effective**

July 1, 2023

**through**

June 30, 2026

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## **PREAMBLE**

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

## **ARTICLE 1 DEFINITIONS**

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

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

## **ARTICLE 2 RECOGNITION**

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

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 1.**

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

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

**Section 2.**

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

**Section 3.**

Promotions

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

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

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

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

**Section 4.**

Reductions-in-force:

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

**ARTICLE 4 PUBLIC OBLIGATION**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**ARTICLE 5 PAYROLL DEDUCTIONS OF DUES**

**Section 1.**

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter.

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

**Section 2.**

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

**Section 3.**

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

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

## **ARTICLE 6 NON-DISCRIMINATION**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

## **ARTICLE 7 DISCIPLINARY ACTION**

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

## **ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE**

### **Section 1.**

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

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

#### **Section 2.**

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back. In the event the employee being covered by work back does not comply with the City's return to work policies (203-203.3), the union body and / or the City has the right to discontinue work back coverage.

#### **Section 3.**

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

#### **Section 4.**

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

## **ARTICLE 9 WORKWEEK AND OVERTIME**

#### **Section 1.**

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

#### **Section 2.**

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

**Section 3.**

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

**Section 4.**

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of compensation at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. When an employee is called in and required to work overtime in the event of an emergency incident outlined as a structure fire, natural disaster, technical rescue deployment, water rescue deployment, or Hazmat deployment, said employee shall receive a minimum of six (6) hours of compensation at double their regular straight-time hourly rate for the first six (6) hours. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

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

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

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

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

**Section 5.**

There shall be no pyramiding of overtime.

**Section 6.**

Payroll shall be biweekly.

**ARTICLE 10 CLOTHING 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 \$1250 per employee to be distributed in two installments, \$625 on January 1 and \$625 on July 1 of each year, with the exception of employees with less than 1 year of service. An employee with less than one year of service will start receiving the January 1 and July 1 installments after they have completed 8 months of employment. Any remaining balance in an employee's uniform account on December 31 may be carried over. 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. Equipment items approved by the Chief will be Quartered mastered by the Fire Administration staff at no cost to the employee.

## **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 12 hours per month for a total of six (6) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 14 hours per month, for a total of seven (7) 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 16 hours per month for a total of eight (8) 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 18 hours per month for a total of nine (9) 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 20 hours per month for a total of ten (10) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 22 hours per month for a total of eleven (11) twenty-four hour shift days per year.

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

### **Section 2.**

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

### **Section 3.**

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 17 leave slots. Each leave slot will contain seven (7) – twenty-four (24) hour shifts. Four (4) slots will

contain three (3) individual slots. The rest will be filled with two (2) individual slots. One slot containing two (2) individual slots will increase to a three (3) individual slot each time staffing rises by one (1) member over twenty-one (21) 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 two (2) unscheduled days in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

**Section 4.**

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

**Section 5.**

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

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

**Section 6.**

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily

increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

## **ARTICLE 12 HOLIDAYS**

### **Section 1.**

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

### **Section 2.**

All members of the bargaining unit within the Fire Department shall receive the following 12 holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Juneteenth

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 12 holidays granted each calendar year, but shall be scheduled as July 1.

### **Section 4.**

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

### **Section 5.**

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

## **ARTICLE 13 SENIORITY**

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

## **ARTICLE 14 HEALTH INSURANCE**

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

### **Section 1.**

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

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

### **Section 2.**

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

### **Section 3.**

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

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

**Section 4.**

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

**Section 5.**

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

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

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

## **ARTICLE 15            LIFE INSURANCE**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

## ARTICLE 16      ACTING PAY

### Section 1.

In the event employees of the Fire Department are temporarily assigned a position of responsibility higher than the position the employee currently holds due to a vacancy created by: an employee retiring, resigning, or terminated, or an illness/injury that is foreseen to take more than ten (10) consecutive twenty-four (24) hour shifts to return to full duty, 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. The wage rate for a Captain acting as an Assistant Chief will be their Acting base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term bases are expected to perform those duties as part of their classification responsibility\*.

### Section 2.

There will be \$.95 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.25 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.10 per hour, in Acting base wage rate). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

## ARTICLE 17      SICK LEAVE AND PAY

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

**Section 5.**

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

**Section 6.**

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

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

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

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

3

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

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

**Section 10.**

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

**Section 11.**

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

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

**Section 1.**

This Article applies only to full-time paid Members.

**Section 2.**

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

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

## ARTICLE 19            TRANSITIONAL DUTY

### Section 1.

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

### Section 2.

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

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

## ARTICLE 20            HEALTH AND SAFETY

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

**Section 5.**

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

**Section 6.**

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

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program between July 1<sup>st</sup> and September 30<sup>th</sup> of each year. Successful completion of the examination will result in a \$300 incentive to be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan. The payments will be credited on the second payroll in October of each year.

**ARTICLE 21            LABOR/MANAGEMENT MEETINGS**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

The purpose of such meetings shall be to:

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

**Section 5.**

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

## **ARTICLE 22 WORK RULES**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

## **ARTICLE 23 APPENDICES AND AMENDMENTS**

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

## **ARTICLE 24            CONCESSION ALLOWANCE**

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

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

## **ARTICLE 25            SAVINGS CLAUSE**

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

## **ARTICLE 26            GRIEVANCE PROCEDURE**

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

Grievances shall be processed in the following manner:

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

Step 1.

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

**Step 2.**

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

**Step 3.**

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

**Step 4:**

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

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

## **ARTICLE 27            WAGE RATES**

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

**Section 1.**

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

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

	<b>Payroll July COLA 6%</b>	<b>Payroll July COLA 4%</b>	<b>Payroll July COLA 3%</b>
<b>Captains</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
< 10 years	21.96	22.84	23.53
10 years	22.51	23.41	24.12
15 years	23.08	24.00	24.72
20 years	23.66	24.61	25.34
25 years	24.24	25.21	25.97
<b>Lieutenants</b>			
< 10 years	19.97	20.77	21.39
10 years	20.47	21.29	21.93
15 years	20.98	21.82	22.47
20 years	21.51	22.37	23.04
25 years	22.05	22.93	23.62
<b>Firefighter Relief Driver</b>			
2 years	17.69	18.40	18.95
3 years	18.13	18.85	19.42
5 years	18.58	19.33	19.90
10 years	19.05	19.81	20.40
15 years	19.53	20.31	20.92
<b>Firefighter Appointee</b>			
6 months	15.18	15.79	16.26
1 year	16.37	17.02	17.53
3 years	16.78	17.45	17.97
5 years	17.19	17.88	18.42
10 years	17.63	18.33	18.88
15 years	18.07	18.80	19.36
	18.52	19.26	19.84

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

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

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

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

**Section 6.**

Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible City employees.

**Section 7.**

Current members of the Paducah Fire Department's specialty teams defined as: Technical Rescue Team, Water Rescue Team, and Hazmat Team shall receive additional compensation of forty dollars (\$40) per bi-weekly pay period for specialty skills utilized by the City outside of their regular assignment. Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of ten dollars (\$10) per bi-weekly pay period for specialty skills utilized by the City outside of regular assignment.

The maximum compensation for specialty skills an employee shall receive is forty dollars (\$40) per bi-weekly pay period, regardless of how many special skills assignments an employee is performing. The Fire Chief has the authority to manage the specialty teams and assignments as they see best for the Department. The Fire Chief has the authority to add and remove members of the specialty teams and assignments at their discretion.

**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, 2026. 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, 2025, 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, 2026. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

-----  
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\_\_\_\_\_  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_th day of \_\_\_\_\_, 2023.  
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:

\_\_\_\_\_  
George P. Bray, Mayor

\_\_\_\_\_  
Nathan Torian, President

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: March 28, 2023

Short Title: Approve the Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox  
Presentation By: Stefanie Wilcox

Background Information:

### **The City of Paducah and The Paducah Police Department Bargaining Unit Summary Contract Changes**

#### **Article 1 – Clothing Allowance**

- An increase for new-hire initial clothing allowance from \$1,000 to \$1,500.
- An increase to uniformed clothing allowance from \$900 to \$1,200.
- An increase to non-uniformed clothing allowance from \$1,000 to \$1,300, paid in 2 equal installments.

#### **Article 9 – Disciplinary Procedures**

- Correcting typo-o

#### **Article 11 – Bargaining Unit Use of City Email**

- This article was previously called Bulletin Board and has been updated to remove language related to the bulletin board and allowing the bargaining unit to use the City email system in place of the bulletin board.

#### **Article 13 – Shift Assignment**

- A request for an assignment change must be received by the supervisor on or before the first day of the shift bidding process. Shift bidding will begin on October 1<sup>st</sup> and April 1<sup>st</sup> each year.
- Upon contact an officer has two hours to respond to their shift bid before moving on to the next person.
- A Sergeant displaced for training purposes will be restored to their position at the end of the training period.

#### **Article 14 – Health and Safety**

- The current POPS test at the time of testing will be the standard requirement each year.
- The payments for successful completion will be credited to their choice of Health Savings account or Deferred Compensation account. It will be credited in the month of July.

#### **Article 17 – Wage Rates**

- Cost of living adjustments (COLAS) will be as follows - FY24 6%, FY25 4%, FY26 3%. No increases to the base rates were provided.
  - Specialty pay will be increase by \$10 per bi-weekly pay period. Drug Recognition Expert was removed, Honor Guard and Language Translator were added.
  - Certified Training Officer pay was increased from \$1.00 to \$1.25 per hour.
  - Detective Pay was increased from \$1.25 to \$1.50 per hour, detective on-call weekend pay was increased for the designated officer to receive two hour of overtime per day.
  - Shift differential for starting after 1 pm was changed from \$0.25 to \$0.50, and for starting after 6:00 pm from \$0.50 to \$1.00.
  - The wage rate table was updated to include rates with the corresponding COLA's.
  - Each member of the collective bargaining unit will receive longevity pay as set forth by City Policy.

**Article 20 – Holidays**

- Juneteenth was added to the contract.

**Letter of Understanding –**

- Contractual off-duty employment rates will change to \$60 per hour, and \$100 per hour for holidays.

**Educational Incentive –**

- The City agrees to update City Ordinance pertaining to educational incentives to match the following:

Degree	Current Annual Amount	New Annual Amount
Associates	\$600	\$900
Bachelors	\$900	\$1,350
Masters	\$1,200	\$1,800

Does this Agenda Action Item align with a Commission Priority? No  
 If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
 Account Number:

Staff Recommendation:

Attachments:

1. ORD - PD contract-bargaining unit - 2023-2026
2. FOP Contract 2023 FINAL

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT 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, 2023, to June 30, 2026.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 28, 2023

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published in *The Paducah Sun*, \_\_\_\_\_

\ord\police\contract-bargaining unit 2023-2026

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

**July 1, 2023 to June 30, 2026**

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## Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2023 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. MEMBERSHIP AND 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. Eligible persons who wish to become Members of the Bargaining Unit must affirmatively request membership in writing. 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.

Bargaining Unit Membership dues, shall be deducted monthly in an amount certified by the Lodge only if the Member has signed a payroll deduction authorization. Members wishing to revoke their Bargaining Unit Membership must notify the Bargaining Unit, and the Paducah City HR Director expressly and individually in writing.

**Section 2.** The Unit shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Bargaining Unit to the City.

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

#### **ARTICLE 4. NON-DISCRIMINATION**

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

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

#### **ARTICLE 5. MANAGEMENT RIGHTS**

**Section 1.** Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, hire and to be the sole judge of qualifications of applicants. The City has the sole right to direct the work force; to discipline or discharge for just cause; to establish, maintain, and modify departmental rules and procedures; to layoff and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work, to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of equipment, amount of equipment in the fleet, etc.; the right to direct members of the police department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the police department in any manner permitted by law including the size of the police department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation of assignment of work to employees within the police department in a manner most advantageous to the City; to introduce new, improved or different methods or techniques of operation or to change existing methods and techniques of operation; to establish basic and in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain an internal security practice; to schedule overtime, vacations, days-off and holidays off; to determine rank based upon the duties assigned; and to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations

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

## **ARTICLE 6. PUBLIC OBLIGATION**

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

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

## **ARTICLE 7. GRIEVANCE PROCEDURE**

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

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

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

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

the shift commander determines that he can take no action on the grievance he will immediately forward it to the Chief of Police for Step 2. Any member of the bargaining unit who has a grievance arising out of his employment with the City, which is not grievable under the grievance procedure of this contract, may use the Human Resources – 43 Employee Concerns administrative policy provided for all City employees.

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 requests, 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. BARGAINING UNIT USE OF CITY EMAIL**

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 all Information Systems policy guidelines are followed. It is understood that no material may be distributed 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. A request for assignment change must be received by your supervisor before October 1<sup>st</sup>. The first bid process will begin on October 1<sup>st</sup>, with the posting of the change by October 15<sup>th</sup>. Upon contact, each officer will have a maximum of two (2) hours to decide on their shift bid before it moves to the next person. The effective date of the new shift assignments will be the first Thursday corresponding with the first full pay period in January of the following year. For the second bid process, a request for assignment change must be received by your supervisor before April 1<sup>st</sup>. The second process will begin

on April 1<sup>st</sup> 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. The displaced Sergeant, as a result of this training 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 current Police Officer Professional Standards "POPS" test level will be rewarded with a \$250 incentive. The current POPS testing requirements will be the standard. The payments will be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan, in July 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, 2023, the members of the Bargaining Unit will receive a 6% wage increase, 4% and 3.0% July 1, 2024 and July 1, 2025 respectively. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

**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, Honor Guard, Language Translator, or similar special assignment shall receive additional compensation of fifty dollars (\$50) 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, Honor Guard, and Language Translator, 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 \$1.25/hour higher than that shown in the wage rate schedule below.

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 designated-on call detective shall receive one (1) hour overtime per day during on-call status Monday – Friday and two (2) hours overtime per day during on-call status Saturday – Sunday. The actual hourly rate of this classification of employee is \$1.50/hour higher than that shown in the Wage Rate Schedule below.

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 \$.50/hour; the shift differential for officers whose duty shift begins at or after 6:00 p.m. will be \$1.00/hour. The actual hourly rate for officers receiving shift differential pay is higher than that shown in the Wage Rate Schedule below.

**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 ten (10) 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, 2023 wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three-year period effective the first bi-weekly pay period in July of each year. Effective July 1, 2020, members of the bargaining unit will receive a one-time placement in the following pay ranges based on their years of service on July 1, 2020.

Years of Service	Position in New Range
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2 – 3 Years	3 Years
4 – 5 Years	5 Years
6 – 10 Years	10 Years
11 – 15 Years	15 Years
16 – 20 Years	20 Years
21 – 25 Years	25 Years

Members of the bargaining unit will follow the wage rate table accordingly thereafter. Wage rates shall be paid as follows:

<b>Position</b>	<b>23-Jul</b>	<b>24-Jul</b>	<b>25-Jul</b>
<b>SERGEANT</b>			
5 Years	33.18	34.51	35.54
10 Years	34.84	36.24	37.32
15 Years	36.58	38.04	39.19
20 Years	38.41	39.95	41.15
25+ Years	40.33	41.95	43.20

<b>Position</b>	<b>Jul-23</b>	<b>Jul-24</b>	<b>Jul-25</b>
<b>POLICE OFFICERS</b>			
1 Years	26.36	27.42	28.24
3 Years	27.74	28.85	29.72
5 Years	29.12	30.28	31.19
10 Years	30.58	31.80	32.76
15 Years	32.11	33.39	34.39
20 Years	33.72	35.07	36.12
25 Years	35.40	36.82	37.92

**Section 8.** Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible City employees.

**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 five hundred dollars (\$1,500) 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 one thousand two hundred dollars (\$1200 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 three hundred dollars (\$1,300) per year allocated in two installments of four hundred fifty dollars (\$450) on the second payday in February and four hundred fifty dollars (\$450) 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 nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of 160 hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of 200 hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of 240 hours per year.

Each member may accrue up to a maximum of 400 hours 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)  
Juneteenth (June 20)  
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, 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.

Members of the bargaining unit who are considered "on call" on a holiday shall receive two (2x) times their regular rate of pay for being on-call on the actual holiday. If called out on the actual holiday, officers shall receive two (2x) times their regular rate of pay for all hours worked on the 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 (eight (8) hours) 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. A maximum of one (1) officer per shift will be granted upon the officer providing supervision with a minimum of 48 hours' notice of their intent to use the personal day.

## **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 2026. 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 2025, 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, 2026. 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 April 2023.

This Agreement, approved by final ordinance shall become effective July 1, 2023.

For the City of Paducah, Kentucky:

For the Paducah Police  
Department Bargaining Unit:

\_\_\_\_\_  
George P. Bray  
Mayor

\_\_\_\_\_  
Nathan Jaimet  
President

# Agenda Action Form

## Paducah City Commission

Meeting Date: March 28, 2023

Short Title: Amend Code of Ordinances Chapter 106 Taxation for Efficiency in Payroll Tax Processing - **S. MILLAY & J. PERKINS**

Category: Ordinance

Staff Work By: Stacey Young, Jonathan Perkins, Stephanie Millay, Lindsay Parish

Presentation By: Jonathan Perkins, Stephanie Millay

**Background Information:** In order to process payroll tax bulk filings more efficiently, the Finance Department is proposing this ordinance amendment to require payroll companies who file more than 6 returns per quarter to submit an electronic file in place of individual paper returns. Currently, Revenue Technicians manually process around 2,700 accounts that report to us on a quarterly basis with a paper return and a check. It is estimated that utilizing electronic files on bulk filing accounts may reduce up to 25% payroll tax quarterly data entry time. This ordinance is also required to enter into the development queue of software companies for creating an electronic file compatible with Tyler Technologies. This proposed efficiency improvement does not affect hours required to process business licenses, property tax, insurance premium tax payments or customer service time.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Operational efficiencies.

**Communications Plan:** Finance will communicate directly with payroll companies affected by this change.

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve an amendment to the Code of Ordinances.

**Attachments:**

1. ORD 106-180 Electronic Filing Payroll Processors

ORDINANCE NO. 2023-\_\_\_\_ - \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 106, SECTION 106-180  
“DEFINITIONS” AND 106-184 “DEDUCTIONS AND  
WITHHOLDING OF LICENSE FEES BY EMPLOYER;  
EMPLOYER TO FILE RETURNS AND PAY LICENSE FEES TO  
CITY; DUE DATE TO FILE RETURNS AND PAY LICENSE  
FEES” OF THE CODE OF ORDINANCES OF THE CITY OF  
PADUCAH, KENTUCKY**

**WHEREAS**, this Ordinance amends Chapter 106 of the Code of Ordinances of the City of Paducah, regarding electronic filing requirements for payroll processors.

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Paducah as follows:

**SECTION 1.** That the City of Paducah, Kentucky hereby amends Section 106-180 “Definitions” of the Paducah Code of Ordinances as follows:

**Sec. 106-180. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Compensation* means and includes the total gross amount of all salaries, wages, commissions, bonuses, gross receipts or other monetary payments of any kind, and any other considerations having monetary value, which an employee receives from or is entitled to receive from or has the right to charge the employee's employer for any services rendered by such employee in the City, including any kind of deductions before take home pay is received. The term "compensation" includes any amounts contributed by an employee to any retirement, profit sharing or deferred compensation plan, and any amounts contributed by an employee to any welfare benefit, fringe benefit, or other benefit plan, which are made by salary reductions or other payment methods, and shall also include all other amounts defined as compensation under KRS 67.750 . The term "compensation" shall not include amounts paid to traveling salesmen or other workers as allowances or reimbursement for traveling or other expenses incurred in the business of the employer, except to the extent of the excess of such amounts over such expenses actually incurred and accounted for by the employee to the employer.

*Employee* means and includes any person who renders services as an employee to an employer or for the benefit of an employer for compensation, including any person who renders such services in an occupation, profession, trade, labor or other type of service. The term "employee" includes any person who renders services for the benefit of any type of legal entity or government as an employee for compensation, including an officer of a legal entity incorporated under law, and any officer, employee, or elected official of the United States, a state, or any political subdivision of a state, or any agency of instrumentality of any one (1) or more of the above. The term "employee" shall not include a person who is an independent contractor or other type of business entity that is subject to business license taxes as defined under article III of this chapter.

*Employer* means and includes any person who employs, contracts or otherwise engages an employee to provide a service for compensation, of any kind and description, as the employee of such person, except that:

- (1) If the person for whom the individual performs or performed the services does not have control of the payment of the compensation for such services, then in such case, the term "employer" shall then mean the person having control of the payment of such compensation; and
- (2) In the case of a person paying compensation on behalf of a nonresident alien individual, foreign partnership, or foreign corporation, not engaged in trade or business within the United States, the term "employer" means the person who pays such compensation. (KRS 67.750 ; Section 3401(d) of IRC; Model Ordinance)

*Payroll Processor* means and includes a business entity who is engaged by an employer to administer the employer's payroll and employee withholding requirements, and to process and file the employer's required returns in behalf of the employer.

**SECTION 2.** That the City of Paducah, Kentucky hereby amends Section 106-184 "Deductions and withholding of license fees by employer; employer to file returns and pay license fees to City; due date to file returns and pay license fees" of the Paducah Code of Ordinances as follows:

**Sec. 106-184. - Deductions and withholding of license fees by employer; employer to file returns and pay license fees to City; due date to file returns and pay license fees.**

(a) Each employer shall deduct and withhold from the compensation due any employee the amount of the license fee imposed by this article measured against the compensation due each employee. The payments required to be made on account of such deductions and withholdings by employers shall be paid quarterly to the Finance Director, for the quarterly periods ending September 30, December 31, March 31 and June 30 of each year, on or before the last day of the month next following the end of each such quarterly period. At the time of each payment, the employer shall file a return which shall report the compensation paid to the employee, and the amount which was deducted and withheld from such compensation to pay the license fees imposed under this article. The return shall be made on a form provided by the Finance Director. The failure or omission by an employer to deduct and withhold such license fee shall not relieve an employee from the liability to make the payment of such license fee to the City and from otherwise complying with the requirements for making a return as provided in section 106-188.

(b) If, during a quarterly period, a payroll processor administers and processes the payroll and employee requirements of six (6) or more employers who are subject to this section, the payroll processor shall file the returns of those employers through electronic means. Each electronic filing shall be made in accordance with the means and format that are provided by the City. All payments due under the returns shall be paid to the City on or before the applicable due dates. The failure or omission of a payroll processor to make the electronic filings required under this subsection shall not relieve an employer from the liability that is imposed upon the employer under subsection (a) above, or from compliance with the electronic filing requirement under this subsection (b).

~~(b)~~(c) If any employer dissolves or withdraws from the City during any taxable year, or if any employer in any manner surrenders or loses its charter during any taxable year, the dissolution, withdrawal, or loss or surrender of charter shall not relieve the employer from the obligation of deducting and withholding the license fees from the compensation paid to its employees and paying the licensee fees as required under this article, nor shall the employer be relieved from the liabilities which arise from the employer's failure to comply with those obligations as prescribed under this article.

**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.

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 28, 2023  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by the City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_

Ord\106-180 Electronic Filing Payroll Processors