

RESOLUTION NO. 124, SERIES 2018

**A RESOLUTION RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 31, 2018 TO JUNE 30, 2023) RELATING TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (AFSCME), CONCERNING NON-PROBATIONARY, NON-SUPERVISORY, REGULAR EMPLOYEES OF METRO GOVERNMENT FOR WHOM AFSCME IS RECOGNIZED AS THE EXCLUSIVE BARGAINING REPRESENTATIVE IN THE FOLLOWING METRO GOVERNMENT DEPARTMENTS: PUBLIC HEALTH AND WELLNESS, OFFICE OF RESILIENCE AND COMMUNITY SERVICES, ECONOMIC DEVELOPMENT – AIR POLLUTION CONTROL DISTRICT, METRO ANIMAL SERVICES, METRO CORRECTIONS, YOUTH DETENTION SERVICES, CODES AND REGULATIONS – CONSTRUCTION REVIEW, DEVELOP LOUISVILLE, INFORMATION TECHNOLOGY, REVENUE COMMISSION, AND THE OFFICE OF MANAGEMENT AND BUDGET – FINANCE (BILLING).**

**SPONSORED BY: COUNCIL MEMBER BUTLER**

**WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and American Federation of State, County and Municipal Employees AFL-CIO, Local 2629 (AFSCME), concerning wages, hours, and other terms and conditions of employment for non-probationary, non-supervisory, regular employees of Metro Government for whom AFSCME is recognized as the exclusive bargaining representative in the following Metro Government Departments: Public Health and Wellness, Office of Resilience and Community Services, Economic Development – Air Pollution Control District, Metro Animal Services, Metro Corrections, Youth Detention Services, Codes and Regulations – Construction Review, Develop Louisville, Information Technology, Revenue Commission, and the Office of Management and Budget – Finance (Billing);**

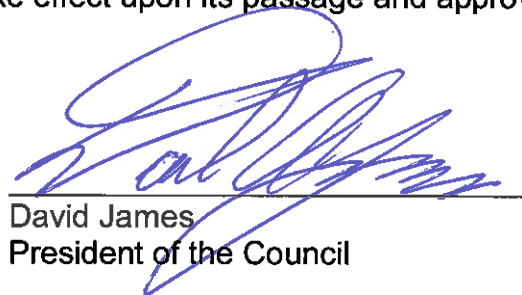
**WHEREAS**, pursuant to LMCO § 35.057, upon agreement between the parties to the Collective Bargaining Agreement, the Legislative Council of the Louisville/Jefferson County Metro Government must approve a resolution for the agreement to become final and binding;

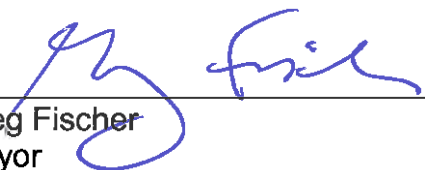
**NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:**

**SECTION I:** That the Collective Bargaining Agreement (July 31, 2018 through June 30, 2023) reached by and between Louisville/Jefferson County Metro Government and AFSCME, on behalf of non-probationary, non-supervisory, regular employees of Metro Government for whom AFSCME is recognized as the exclusive bargaining representative in the following Metro Government Departments: Public Health and Wellness, Office of Resilience and Community Services, Economic Development – Air Pollution Control District, Metro Animal Services, Metro Corrections, Youth Detention Services, Codes and Regulations – Construction Review, Develop Louisville, Information Technology, Revenue Commission, and the Office of Management and Budget – Finance (Billing) concerning wages, hours, and other terms and conditions of employment, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

  
H. Stephen Ott  
Metro Council Clerk PRO - TEM

  
David James  
President of the Council

  
\_\_\_\_\_  
Greg Fischer  
Mayor

8/27/18  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**  
Michael J. O'Connell  
Jefferson County Attorney

BY:   
\_\_\_\_\_

CBA 2018 between Metro and AFSCME sd R-145-18 sd 080218.docx

**LOUISVILLE METRO COUNCIL  
ADOPTED  
August 23, 2018**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO  
LOCAL 2629**

Department of Public Health and Wellness  
Office of Resilience & Community Services  
Department of Economic Development - Air Pollution Control District  
Office of Management and Budget – Finance (Billing)  
Department of Metro Animal Services  
Department of Metro Corrections  
Department of Youth Detention Services  
Department of Codes and Regulations - Construction Review  
Department of Develop Louisville  
Department of Information Technology (DoIT)  
Department of Revenue Commission

**Effective Date: July 31, 2018**

**Expiration Date: June 30, 2023**

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 31<sup>st</sup> day of July, 2018, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (hereinafter referred to as "AFSCME").

### **ARTICLE 1. SCOPE & RECOGNITION**

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties.

Section 2. As used in this Agreement, "Member" means a non-probationary, non-supervisory, regular employee of Metro Government for whom AFSCME is recognized as the exclusive bargaining representative in the following Metro Government agencies:

**Department of:**

Department of Public Health and Wellness  
Office of Resilience & Community Services  
Department of Economic Development - Air Pollution Control District  
Office of Management and Budget – Finance (Billing)  
Department of Metro Animal Services  
Department of Metro Corrections  
Department of Youth Detention Services  
Department of Codes and Regulations - Construction Review  
Department of Develop Louisville  
Department of Information Technology (DoIT)  
Department of Revenue Commission

Section 3. Nothing contained herein is intended to limit the rights of Members or intended to limit the right of Metro Government as provided by law. Now, therefore, the parties agree to be bound by the following terms and conditions.

Section 4. Except as otherwise provided in this Agreement, the provisions of Metro Government's Personnel Policies shall apply to the Members.

### **ARTICLE 2. MANAGERIAL RIGHTS**

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. It is the right of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. The rights of Metro Government shall include any subject not preempted by Federal, state or municipal law, but are not limited to:

- a. The right to direct the work of its employees;
- b. The nondiscriminatory right to hire, promote, assign, transfer and retain employees in positions within the public agency;



- c. The nondiscriminatory right to demote, suspend, discipline or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the agency in an emergency;
- g. The right to determine the methods, means and personnel by which operations are to be carried on;
- h. The right to set reasonable standards of service;
- i. The right to determine the content of job classifications.

Nothing in this Agreement shall be construed as reducing the authority conferred by law on Metro Government or in any way abridging or lessening such authority.

### **ARTICLE 3. SUBORDINATION**

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted.

Section 2. Nothing herein shall be construed to prohibit the Department Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement.

Section 3. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

### **ARTICLE 4. GENDER**

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

### **ARTICLE 5. PERSONNEL FILES**

Section 1. All official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department. Metro Government shall retain all medical records, which will be kept in a separate file from the Member's personnel file, in accordance with all regulatory compliance. Only one (1) official file shall exist for each Member. However, nothing shall prevent management personnel from keeping their own individual files on personnel matters, provided that documents and/or materials in the individual files of management personnel shall not be introduced as evidence in any disciplinary matter. Only

those documents and materials in the official file of an employee may be introduced for such purposes.

Section 2. Metro Government will comply with the Kentucky Open Records Act as it relates to Members' personnel files. A Member shall have the right to review the contents of his or her personnel file. The Human Resources Department shall have three (3) working days to respond to any and all requests. Individuals, including Union Representatives, with written permission from a Member shall have the right to review the contents of the Member's personnel file. Reasonable requests to copy documents in the files shall be honored. The fee for photocopies shall be ten cents (.10) per page.

Section 3. Nothing in the Collective Bargaining Agreement shall be construed to allow the circumvention of Metro Government personnel policies regarding the release of personnel records, nor allow violations of the provisions of KRS 61.870, et seq. All official personnel files shall be kept confidential from the public to the extent possible under the Open Records Act.

Section 4. An AFSCME Member may submit a written document to his/her official personnel file for inclusion in the file. The document shall not contain any inflammatory or derogatory statements.

Section 5. Pursuant to the Kentucky Department for Libraries and Archives, State Agency Records Retention Schedule, adopted by Louisville/Jefferson County Metro Government and approved by the State of Kentucky Archives and Records Commission, and pursuant to the Open Records Act, KRS 61.870-KRS 61.884, all employee disciplinary action documents are to be maintained permanently within the Member's official Personnel Files.

## **ARTICLE 6. UNION SECURITY**

Section 1. Membership in AFSCME is not compulsory. Members have the right to join or not join and neither AFSCME nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit who choose not to join AFSCME, however, shall be required to pay their fair share of the cost of representation by AFSCME, the amount of which shall be determined by AFSCME. AFSCME shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction. AFSCME shall notify Metro Government of the cost of representation by AFSCME and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Membership shall continue from calendar year to calendar year unless Member notifies Metro Government and AFSCME expressly and individually, in writing, by certified mail that such dues are not to be deducted. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is to be cancelled. A

fair share fee may be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to Metro Government and affected Members.

Section 3. AFSCME dues and fair share fees shall be deducted bi-weekly, in equal installments, in an amount certified by AFSCME. All AFSCME deducted dues and fees, including fair share fees, shall be shown on the Members' paycheck stubs.

Section 4. AFSCME membership dues and fair share fees shall be transmitted to AFSCME by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made. Metro Government will provide AFSCME with a list of employees from whom the deductions are taken with each remittance to AFSCME.

Section 5. AFSCME shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share deduction provisions.

Section 6. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of AFSCME a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

AFSCME International  
P.E.O.P.L.E. Department  
1625 L Street, N.W.  
Washington, D.C. 20036

AFSCME agrees to indemnify, hold harmless and defend Metro Government from any actions, claims or damages asserted against it arising out of the enforcement of this Article.

Any authorization must be delivered to the Payroll Department in at least ten (10) working days before the payday on which it is to be effective.

Section 7. Metro Government and AFSCME shall share equally the cost of printing this Agreement.

Section 8. Return to the Bargaining Unit  
If a Member moves to a position outside of the bargaining unit, he/she may voluntarily return to his/her former classification within the bargaining unit during the first twelve (12) months of such move. In order for a Member to return to his/her former job classification, a

vacancy must exist in that classification. No bumping of subsequently appointed personnel shall occur.

**Section 9.** Posting of AFSCME Positions

When a new or vacant position covered by the AFSCME union is posted through the Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME union position.

**Section 10.** Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges. In the event it becomes legal to do so, Louisville Metro acknowledges AFSCME’s right to collect fair share fees and will direct payroll to make the appropriate deductions from all fair share Members during the pay period immediately following the effective legal date of execution.

**ARTICLE 7. UNION BUSINESS AND UNION STEWARDS**

**Section 1.** Contract Negotiations

AFSCME may be represented by its President and Vice-President and not more than sixteen (16) AFSCME Members in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The names of such representatives of AFSCME shall be submitted to the appropriate Directors. Directors should be notified if there is a change in representatives on a temporary or permanent basis.

**Section 2.** Stewards

(A.) Metro Government and AFSCME agree that due to the number of locations in which the Members covered by this Agreement work, AFSCME shall designate thirty-nine (39) stewards who undertake the duties herein without loss of pay as follows:

Public Health & Wellness	eight (8) stewards
Office of Resilience & Community Services	six (6) stewards
Youth Detention Services	seven (7) stewards
Metro Corrections	three (3) stewards
Metro Animal Services	four (4) stewards
Codes and Regulations	four (4) stewards
Develop Louisville	one (1) steward
Air Pollution Control	one (1) steward
Office of Management & Budget	one (1) steward
Department of Information Technology	two (2) stewards
Department of Revenue	two (2) stewards

The duties of the stewards for the purposes of this Section shall be limited to:

- (a) investigating and/or presenting grievances;
- (b) communicating information from AFSCME to its Members in writing or if not in writing, information of a routine nature which will not interfere with Metro Government business;

- (c) administration of the Agreement;
- (d) Union Representation for a Member when requested at any disciplinary or fact finding investigation or meetings.

(B.) Should it become necessary for a steward to leave his workstation during normal working hours for any purpose set herein, the steward shall notify his supervisor. The supervisor shall make reasonable efforts to allow the steward to leave his workstation and the permission of the supervisor shall not be unreasonably withheld.

### **Section 3. Officers**

Metro Government shall grant time off up to a maximum of one thousand (1000) hours per calendar year for Union business with pay for the performance of Union business by either the President, Vice-President or AFSCME officers with the exception of contract negotiations. Any hours worked on Union business by the President, Vice-President or AFSCME officers in excess of one thousand (1000) hours within a calendar year shall be considered an approved unpaid leave.

Metro Government shall grant unpaid leave of up to ten (10) workdays for up to ten (10) Members to attend AFSCME conventions and meetings.

### **Section 4. Union Access**

(A.) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards upon which AFSCME may post notice of meetings, announcements, or information of interest to its Members. The number and placement of bulletin boards shall be mutually agreeable. AFSCME further agrees that it will not post any material which would be derogatory to any individual, Metro Government, its Departments, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of AFSCME. Any material which Metro Government determines to be in violation of this Agreement may be removed by Metro Government and AFSCME will be so informed. In addition, Metro Government agrees AFSCME may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. Except for meeting notices, electronic mail must be authored by an AFSCME representative and copies of any material so electronically mailed shall likewise be furnished to the appropriate Director or designee prior to distribution.

(B.) Access to work locations. With reasonable notice to the appropriate Director or designee and with the approval of the Director or his designee, both employee and non-employee representatives of AFSCME shall be allowed access to work locations not accessible to the general public. Such approval shall not be unreasonably denied.

Solicitation of membership activities concerned with the internal management of the Union and distribution of literature shall not be conducted during working hours, except during designated lunch and break times in designated break areas.

**Section 5. Unpaid leaves approved**

Upon the approval of the appropriate Director or designee and at the request of AFSCME, up to two (2) Members who are elected or appointed to positions with AFSCME may be granted leave without pay. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two (2) weeks' written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement.

**Section 6. Union insignia**

Members shall be allowed to wear collared shirts in good condition, reasonably sized pins, buttons or hats reflecting membership in AFSCME, provided, however, those Members working in a service uniform shall be required to have said reasonable size pins, buttons or hats approved by the Director or his designee prior to wearing said pins, buttons or hats on their uniform. Such approval shall not be unreasonably withheld.

**Section 7. Record of New and Rehired Employees.**

At the end of each month, Metro Government shall provide the Union reports on hired, rehired, terminated employees and vacant AFSCME Union positions.

**Section 8. Record of AFSCME Officers**

AFSCME shall provide Metro Government, Labor Relations Department, a list of elected officers the first week of January of each year, and provide any change in officers within thirty (30) days of the change.

**Section 9. Labor-Management Meetings/Committees**

Metro Government and AFSCME shall meet no less than twice per calendar year for the purpose of discussing issues important to both. AFSCME shall be responsible for calling the meetings. The meetings shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the collective bargaining agreement. The issues that may be discussed include workplace safety, job classifications, training needs, staffing concerns and other general issues.

In addition, Metro Government departments with AFSCME employees, and AFSCME, may meet no less than one (1) time per calendar quarter for the same purpose and with the same conditions listed in the above paragraph. AFSCME shall be responsible for calling the meetings.

Employees who are Members of the Joint Labor/Management Committee established pursuant to the Agreement shall be allowed a reasonable time away from their regular duties to engage in such committee meetings. When it becomes necessary for a committee Member to leave his/her work station during his/her work hours, such committee Member shall notify his/her supervisor. Prior approval to leave a work station must be obtained by the committee Member from the supervisor. Unless a bona fide emergency exists, or if not possible for staffing reasons, the supervisor shall make it possible for the Committee Member to leave his/her work station to engage in the Labor/Management Committee meetings. It is understood and agreed that the attendance at Labor/Management Committee meetings during work hours shall be without loss of pay. Every attempt shall be made to schedule meetings and activities during normal work hours.

**Section 10. Union Orientation**

The Union shall be allowed thirty (30) minutes during the respective department orientation process for newly hired Metro Government employees, in which to make a presentation regarding Union membership for eligible employees. Metro Government shall advise AFSCME of employee orientation schedule dates and times.

**Section 11. Meeting Space**

Metro Government agrees to provide meeting space.

The individual departments shall provide an area of privacy, for the steward and grievant when engaged in grievance handling, or matters pertaining to employee discipline.

**Section 12. Discrimination/Coercion**

There shall be no discrimination or coercion against any employee because of membership, duties, participation with, or affiliation with a labor union, including those of stewards, officers, negotiators, and committee members.

**ARTICLE 8. DISCIPLINE**

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. With the exception of counseling, warnings and reprimands, all intended disciplinary actions must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense. The purpose of discipline, in this Article, is not merely to punish bargaining unit employees. Discipline is also intended to improve the employee's behavior.

No previous minor infractions may be considered except for those brought within the immediate preceding six (6) months. Minor infractions are defined as infractions that were handled with progressive discipline beginning with a counseling statement and have not progressed beyond a written reprimand.

No previous major infractions may be considered except for those brought within the immediate preceding one (1) year. Major infractions are defined as infractions that were not handled with progressive discipline or include suspension or dismissal.

a. COUNSELING: In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. Metro Government will maintain a written record of such counseling. Counseling is not discipline, and will not be included in the employee's official personnel or disciplinary file.

b. **WRITTEN WARNINGS:** When infractions of rules are more serious or there are repeated minor infractions of a like/similar nature, a supervisor may issue a written warning to a Member. Written warnings shall be in writing and given to the Member and his Steward. The Director or designee will send a copy of the written warning to the Human Resources Department where the written warning will be placed in the Member's personnel file. The Member may grieve a written warning through the Grievance Procedure in this Agreement.

c. **WRITTEN REPRIMANDS:** When infractions of rules are major, or there are repeated minor infractions, a supervisor may reprimand a Member. Reprimands shall be in writing and given to the Member and his steward. The Director or designee will send a copy of the reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file. The Member may grieve a written reprimand through the Grievance Procedure in this Agreement.

d. **SUSPENSIONS:** The Director or designee may recommend that a Member be suspended without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to twenty (20) days during any twelve (12) consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than twenty (20) days in a 12-month period shall result in dismissal of the Member.

When a Member is recommended for suspension because of progressive action, the Member shall remain on the payroll until a final decision of the Director to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure at the next level.

e. **SUSPENSION PENDING AN INVESTIGATION:** It is recognized that suspension pending investigation may be necessary to investigate serious infractions of the rules. Every reasonable effort by both sides shall be made to limit suspensions pending investigation to fourteen (14) calendar days.

(1) Members may elect to use accrued leave during the initial fourteen (14) calendar day suspension pending investigation.

(2) If a Member is reinstated, time accruals and compensation shall be remunerated within 30 days or according to the terms of the settlement agreement.

f. **DISMISSALS:** The Director or designee may recommend that a Member be dismissed for the most serious infractions of rules or a continued pattern of less serious infractions. The Member may grieve a dismissal through the Grievance Procedure in this Agreement.

Section 2. A Member shall have the right to have an AFSCME representative, a steward or an officer, with him/her at any fact finding or disciplinary meeting. If neither a steward, officer, nor non-Metro AFSCME representative are available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.



At the disciplinary meeting, any and all evidence available at that time shall be disclosed to the Member, steward, and AFSCME representative, including any signed statements, video, etc. If the Member waives representation, then the evidence shall be given to that Member.

Section 3. If a grievance of a disciplinary action results in a withdrawal or change of such disciplinary action, the record of the disciplinary action shall be changed or removed from the Member's file to reflect the results of the grievance.

Section 4. When a non-criminal complaint alleging misconduct or rule violation by a Member is received, the complaint shall be investigated in a reasonable amount of time and a determination made as to the appropriate action to take. Metro Government shall not be required to investigate anonymous complaints. If the complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to an appropriate law enforcement entity.

Section 5. A meeting on disciplinary action for all infractions shall be held by the Director or designee no later than ten (10) workdays from the date that the investigation and/or fact-finding process of the alleged incident has been completed.

Section 6. A copy of any disciplinary action that is to be placed in a Member's file shall be given to that Member and the Union by giving same to the Union Steward.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a dispute involving the interpretation or application of a specific provision of this Agreement. The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement. The following matters are considered grievable issues:

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Only the disciplinary actions as specified above as grievable.

Section 2. A grievance may be initiated by AFSCME or an aggrieved Member. Metro Government shall not retaliate or discriminate in any manner against any Member for initiating a grievance. A Member shall have the right to have an AFSCME representative, a steward or officer, at any fact-finding and/or disciplinary proceeding.

Section 3. Grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1. Within ten (10) workdays of the aggrieved event, or within ten (10) workdays of when the Member and/or AFSCME could have reasonably known of the aggrieved event, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the

bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within ten (10) workdays of the conference, request, in writing, a conference with the Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Director or designee within ten (10) workdays of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) workdays of the conference. The Member's AFSCME representation at this step shall be limited to one (1) steward or employee-officer and one (1) non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within ten (10) workdays of receipt of the Director's or designee's written answer, the Member and /or AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this and all subsequent steps in this grievance procedure is limited to one (1) steward or employee-officer and two (2) non-employee representatives, inclusive of an attorney if used. Within 45 (forty-five) days of receipt of the grievance, the Human Resources Director will make a determination and advise the Director or designee and the Member and AFSCME of the decision in writing. The Director of Human Resources may execute a one-time extension, with prior notification to the Union, for ten (10) days.

Step 4. If the Member and AFSCME are still aggrieved after the decision of the Director of Human Resources, the Member and AFSCME may forward the grievance in writing within twenty (20) workdays from the receipt of the Director's decision to a mediator of the Kentucky Labor Cabinet, the Federal Mediation and Reconciliation Service or the Louisville Labor Management Committee. The mediator may schedule a conference with the aggrieved Member to assist in its determination. Within thirty (30) days after receipt of the grievance, the mediator will make a determination and advise the Director of Human Resources, the Member and AFSCME of his/her recommendation. The mediator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The mediator shall consider only the specific issue or issues submitted to him/her and shall confine the decision to a determination of the facts and an interpretation and application of this Agreement.

Step 5. If the Member and/or AFSCME are still aggrieved after the recommendation of the mediator, the Member and AFSCME may forward the grievance in writing within twenty (20) calendar days from the receipt of the mediator's recommendation to an impartial arbitrator selected by the parties in accordance with the procedures established by the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall schedule a conference with the aggrieved Member to assist in his/her determination. Within sixty (60) calendar days after receipt of the grievance, the arbitrator will make a determination and advise the Mayor, the Member and AFSCME of his/her decision. The arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way

any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him/her and shall confine the decision to a determination of the fact and an interpretation and application of this Agreement. The arbitrator's decision shall be advisory on all parties. The cost of arbitration shall be equally divided between AFSCME and Metro Government.

The Director of Human Resources, after consulting with the Mayor, will then advise the Member whether the determination and recommendation of the mediator will be accepted.

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by agreed upon good cause or the time is extended by mutual agreement of the parties, the Member or AFSCME may advance the grievance to the next step, except in Article 9, section 3, step 3, in which the proposed resolution to the grievance by the AFSCME Member stands.

Section 5. Members required to attend presentations, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

Section 6. Once filed, only the Union has the right to process grievances for the Members.

Section 7. AFSCME reserves the right to settle grievances at any stage.

Section 8. The appropriate level of management shall respond in writing, with regards to the disposition of the grievance. The response shall provide an explanation.

## **ARTICLE 10. SENIORITY**

Section 1. The principle of seniority is sound and seniority rights shall prevail. Departmental seniority of a Member begins with the most recent date of employment with his/her Department in an AFSCME position. Metro-wide seniority of a Member begins with the most recent date of employment with Metro Government, the former Jefferson County, or City of Louisville, whichever the case may be. However, all probationary employees must have completed their probationary period after which their seniority shall then revert back to their Metro-wide date.

Section 2. Seniority shall be considered continuous unless the Member:

- a. Is terminated for just cause;
- b. Voluntarily resigns or retires;
- c. Is laid-off for lack of work and not recalled within two (2) years of such layoff;
- d. Fails to return to work by recall subsequent to a lay-off within seven (7) days after having been notified to do so by certified mail to last known address.

When a Member's employment ends for any of these reasons and is subsequently re-employed, he shall be considered a new employee for all purposes.

Section 3. If a Member moves into a position of equal or higher salary outside of the bargaining unit and then is returned to the unit for any reason but his personal choice within the next twelve (12) month period, such return is with restoration of seniority for purposes of vacation, sick time accrual and rate of pay only. If the Member does not return to the bargaining unit within the twelve (12) month period, unless otherwise provided herein, that Member loses all seniority.

Section 4. If a Member moves into a position of equal or higher salary outside the bargaining unit and elects to return to the bargaining unit during the next twelve (12) month period, such return is with full restoration of seniority. If the Member does not return to the bargaining unit within the twelve (12) month period, unless otherwise provided herein, that Member loses all seniority.

Section 5. Metro Government shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every three (3) months or as requested.

Section 6. A Member may accrue up to six (6) months' seniority if he/she moves to a part-time, irregularly-scheduled position (also known as "bx," or "bargaining-unit exempt") and later returns to a regular full or part-time position in the bargaining unit. If the Member remains in the "bx" position for a period of time longer than six (6) months, there will be no further accrual of seniority, and that time will not be considered when calculating seniority upon a return to a regular full or part-time position in the bargaining unit.

Section 7. Unless otherwise provided within this Agreement to the contrary, departmental AFSCME seniority shall be used to determine overtime, vacation scheduling, shift assignment, and off days. Metro-wide seniority shall be used to determine salary and job-bidding.

Section 8. In case of accretion, Metro Government and AFSCME shall discuss seniority of affected Members prior to implementation.

## **ARTICLE 11. LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of employees in the Departments covered by this Agreement that will affect Members covered by this Agreement, AFSCME shall be notified within sixty (60) days of the final decision of management.

Section 2. Seasonal, temporary and probationary employees, covered by this Agreement, performing the same or similar work as AFSCME Members shall be laid off first within the respective Departments that the layoff occurred.

Section 3. Layoffs of Members within each job classification within each Department shall be in the reverse order of Metro-wide seniority as defined in Article 10 of this

Agreement. A Member receiving notice of being laid off shall exercise seniority to replace a Member with less seniority in a classification in the same or lower wage scale, if the Member meets the minimum qualifications, or equivalency as determined through Metro Human Resources and the Agency, of that classification. A Member exercising seniority upon layoff to a lower paid position shall take the wage rate of the position being taken.

Section 4. Members laid off will retain and accumulate seniority rights during such layoff as outlined in Article 10.

Section 5. Upon recall, former Members within a job classification who were laid off in accordance with this Article, shall be offered recall in the reverse order in which they were laid off, provided, however, no more than two (2) years has elapsed since their layoff.

Section 6. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 7. AFSCME officers and stewards at the time of a layoff shall hold “super seniority” for purposes of the layoff only.

Section 8. Metro Government agrees to provide a Reemployment-From-Layoff Eligibility pool to Members who are laid off. Laid-off AFSCME Master Members shall be guaranteed an interview for positions covered under this AFSCME Master Collective Bargaining Agreement for which they are qualified.

Section 9. Upon recall or rehire into another Metro Government position covered by the AFSCME Master Agreement during the Member’s layoff, the Member’s seniority will continue as such had they never been laid off in accordance with Article 10.

Section 10. Members affected by a layoff shall be notified in writing within sixty (60) days after the final decision is made.

## **ARTICLE 12. ISSUES OF CLASSIFICATION**

Section 1. Unless otherwise provided herein, the definitions of Metro Government’s Personnel Policies concerning the following items shall apply to Members.

Section 2. Metro Government agrees to restrict a full-time temporary or seasonal employee in a position covered by this Agreement to one hundred eighty (180) calendar days in a fiscal year.

Section 3. When a job description changes, Metro Government shall provide a copy to all affected Members and the AFSCME President, and provided designee, within thirty (30) days, and make such information accessible through the Metro Government Intranet.

Section 4. A job position may be reclassified or reallocated based upon a request made by a Member, a change in the Member’s duties, or a reorganization of work within a

Department covered by this Agreement. A reclassification or reallocation may result in a change of pay for the Member as provided in Article 24.

Section 5. A Member may be transferred or reassigned based upon a change in the Member's duties or a reorganization of work within a Department covered by this Agreement. A transfer or reassignment shall not be made for disciplinary reasons. A transfer or reassignment may result in a change of pay for the Member as provided in Article 24.

Section 6. Metro Government will promptly notify AFSCME of its decision to establish any and all new classifications within any Metro Government department containing AFSCME employees. The notification will include any bargaining unit assignment. Upon written request from either party, Metro Government and AFSCME will meet to review the classification specifications, and if unable to agree as to whether the classification should or should not be included in the AFSCME bargaining units, will submit the question to the Louisville Labor Management Committee.

Section 7. All job classifications and job descriptions shall be available to Members via Metro Government's Intranet.

### **ARTICLE 13. UNAUTHORIZED ACTIVITIES**

AFSCME shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Member(s) violates this Article, Metro Government shall immediately notify AFSCME. AFSCME shall immediately notify the Member(s) in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Member(s) to return immediately to normal duties. AFSCME shall not be liable for damages resulting from such unauthorized acts of its Members. Members who engage in such activity shall be subject to disciplinary action up to and including discharge.

Metro Government shall not engage in any lock out of the employees covered by this Agreement.

### **ARTICLE 14. DRUG TESTING POLICY**

Except for Corrections and Youth Detention Services, attached is the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses (section 1.13); and the Drug & Alcohol Free Workplace and Testing for Non CDL Holders (section 1.15).

#### **1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses**

1.13(1) the following provisions apply to employees required to obtain a commercial driver's license (CDL); all other employees should refer to policy 1.15 Drug Free Workplace and Reasonable Suspicion Testing. The policy of Louisville Metro Government is to maintain a drug and alcohol free work environment and workforce. It is also the objective of this policy to meet

the guidelines and procedures concerning the limitation on alcohol use or drug abuse by an employee required to obtain a commercial driver's license as provided by 49 CFR Parts 40, 382, et al and subsequent amendments.

All classifications requiring a CDL, and those employees so classified, are subject to the drug and alcohol policy and procedures.

For the purposes of this policy, incident will be defined as an accident or injury.

Also subject to the policy and procedures is an employee who obtains a CDL for purposes of working in a CDL classified position on a temporary, emergency basis or who, as a supervisor, must occasionally operate Metro Government equipment for training purposes or in an emergency situation.

#### 1.13(2) Prohibited activity:

(a) No CDL holder shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or greater.

(b) No CDL holder shall be on duty or operate a motorized vehicle or equipment while he or she has alcohol in their possession.

(c) No CDL holder shall use alcohol or be under the influence of alcohol, within four (4) hours of performing safety-sensitive functions.

(d) No employee required to take a post incident alcohol test shall use alcohol for eight (8) hours following the incident or until he/she undergoes a post incident alcohol test, whichever occurs first.

(e) No CDL holder shall refuse to submit to a post incident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test or a return to work alcohol or controlled substance test.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

(1) Refuses or fails to appear for the screening.

(2) Substitutes the specimen with that from another person.

(3) Sends an imposter.

(4) Alters the test specimen.

(5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.

(6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,

(7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing

(f) No CDL holder shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who advised the employee that the substance does not adversely affect the employee's ability to safely

operate a motor vehicle or motorized equipment. An employee is required to inform the employer of any therapeutic drug use.

(g) No CDL holder shall report for duty, remain on duty or perform his/her job if the employee tests positive for controlled substances.

1.13(3) a prospective employee for a position requiring a CDL must submit to a preemployment drug and alcohol test. A CDL holder will also be subject to additional testing:

1. Post incident (accident or injury) testing
2. Random testing
3. Reasonable suspicion testing
4. Return to duty testing
5. Follow-up testing

1.13(4) all drug and alcohol tests will be conducted as soon as possible without any prior notification to the employee. Except for return to duty testing, an employee shall be notified of required tests at the worksite at any time following report for duty. Alcohol testing shall be conducted immediately before, during or after the performance of safety sensitive functions.

1.13(5) Metro Government will follow drug-testing procedures as required at 49 CFR Parts 40, 382 et al and subsequent amendments.

1.13(6) The Federal Regulations require the following minimal steps be followed:

(1) Any employee who upon being alcohol tested has an alcohol concentration of 0.02 to 0.039 must be removed from his/her job duties for at least 24 hours.

(2) An employee who is alcohol tested and who has an alcohol concentration of 0.04 or greater must be immediately suspended without pay from his/her job and cannot return to job duties until the employee has been evaluated by a substance abuse professional and complied with any treatment recommendations intended to assist the employee with an alcohol problem.

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

Metro Government will follow the below listed disciplinary steps related to CDL alcohol testing;

**Split Sample**

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.



Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

### **Consequences of a positive drug test**

The result of a positive drug test will result in immediate termination of employment.

Nothing in the law or in this policy prohibits Metro Government from exercising its independent management prerogative in applying appropriate discipline. Any employee who engages in behavior prohibited under this drug and alcohol policy shall be subject to discipline up to and including termination of employment.

### **Right of Representation**

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

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## **1.15 Drug & Alcohol Free Workplace and Testing For Non CDL Holders**

1.15 (A) Louisville Metro Government is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and illegal drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

**Metro Government** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Conscientious efforts to seek such help will not jeopardize an employee's job and will not be noted in any personnel record. An employee must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal statute for violations occurring on or off Metro Government premises while conducting Metro Government business.

A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free workplace Act of 1988.)

The provisions contained within this policy apply to all employees of Louisville Metro Government.

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

### **1.15 (B) Types of Alcohol and Drug Testing**

#### **Reasonable Suspicion**

Employees may be asked to submit to drug and/or alcohol testing if reasonable suspicion exists to indicate that his/her health or ability to perform work may be impaired. Factors which could establish cause for reasonable suspicion testing include but are not limited to:

- Sudden changes in work performance.
- Repeated failure to follow instructions or operating procedures.
- Violation of safety policies.
- Discovery or presence of substances in an employee's possession or near the employee's workplace.
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance.
- Unexplained and/or frequent absenteeism.
- Personality changes or disorientation.

#### **Post-Incident**

An employee must submit to a drug and alcohol test after an on the job incident.

1. An incident for purposes of this policy is defined as an incident or injury in which:
  - (a) A person dies or requires medical treatment or
  - (b) Property damage is estimated by management at greater than \$500 or
  - (c) A Metro Government vehicle is involved or
  - (d) It involves an employee in a personal vehicle or equipment incident while on the job or
  - (e) A citation is issued under local or State law for a moving traffic violation.
2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.
3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will

order the employee to submit to drug and alcohol tests. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than 8 hours from the incident. Testing for drugs must take place no more than 32 hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than 48 hours after the incident unless unforeseeable circumstances prevent.

### **Split Sample**

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

### **Consequences of a positive drug test**

The result of a positive drug test will result in immediate termination of employment.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

- (1) Refuses or fails to appear for the screening.
- (2) Substitutes the specimen with that from another person.
- (3) Sends an imposter.
- (4) Alters the test specimen.
- (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
- (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
- (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

### **Right of Representation**

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

### **Prohibited Behavior**

An employee is expected and required to report to work on time and in appropriate mental and physical condition for work. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance or of an intoxicating substance on Metro Government premises or while conducting Metro Government business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.

### **Confidentiality**

All information received by Louisville Metro Government through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

All drug-testing information will be maintained in separate confidential records.

### **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.

### **Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- The policy will be reviewed in orientation sessions with new employees.
- Be subject to approval via the Document Management Server.

For the Drug Testing Policy for Corrections and Youth Detention Services, see Article 25 - Department Specific Provisions, Sections 6 & 7 – Divisions of Corrections and Youth Detention Services, (C) – Random Drug Testing for Corrections and Youth Detention Services.

## **ARTICLE 15. DRUG AND ALCOHOL POLICY PERTAINING TO EMPLOYEES HOLDING COMMERCIAL DRIVER'S LICENSES**

Except as otherwise provided herein, the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses in the Metro Government Personnel Policy,

and any amendments thereto which may be made during the term of this Agreement, shall apply to the Members. If any Member feels that any "positive" drug test results, which is the result of any initial test, is in error, he/she may request that the sample be sent to another approved Certified Health/Human Services laboratory.

## **ARTICLE 16. COMMERCIAL DRIVER'S LICENSE RENEWAL AND REIMBURSEMENT FOR COSTS**

Any Member required by federal and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to Metro Government's current vendor for such exam at Metro Government's expense for the renewal of the CDL. This payment will be paid directly to the vendor by Metro Government.

## **ARTICLE 17. STAFFING LEVELS**

It is the intent of Metro Government to maintain adequate staffing levels for the efficient and effective operation of Metro Government. However, nothing herein shall be construed as a limitation or qualification on Metro Government's managerial right to determine and/or fix staffing levels.

## **ARTICLE 18. CERTAIN BENEFITS**

### **Section 1. Eligibility for Benefits**

Full-time Members and part-time Members regularly scheduled to work a minimum of twenty-five (25) hours per week are eligible to participate in all benefits programs contained in this Agreement.

A part-time, regularly-scheduled Member who works at least seventeen and one-half (17 ½) hours during the workweek shall be granted vacation and holiday benefits on a pro-rata basis. In addition, he/she shall be covered by Workers' Compensation and have access to the Employee Assistance Program.

### **Section 2. Life Insurance**

Metro Government will provide Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual base salary up to \$50,000.00; provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level, but shall not decrease to less than \$15,000.00 in coverage. The life insurance program where permitted by law and subject to eligibility rules of Metro Government's insurance plan, provides the opportunity for Members to purchase, at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where Metro Government so provides such insurance and at cost factor to be borne

by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

**Section 3. Retirement Plan**

Metro Government shall be a participant in the County Employment Retirement System (CERS) established by the Kentucky Legislature.

**Section 4. Unemployment Insurance**

Metro Government shall provide Members with unemployment insurance under the Kentucky Unemployment Insurance Law pursuant to KRS 341.227.

**Section 5. Jury Duty and Witness Leave**

Any Member covered by this Agreement who is summoned for jury duty shall be compensated for the time of service required as a juror at the regular rate of pay of the Member. If a Member is released from jury duty for the entire day or before the completion of the workday, the employee is required to report to work. Members who fail to do so shall be considered absent without leave. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the employee shall be placed on a day shift, Monday through Friday, for the duration of the jury duty.

Any Member who represents Metro Government in legal proceedings, or who is subpoenaed as a witness on behalf of Metro Government at any administrative hearing process arising from an act of employment with Metro Government, or who is a plaintiff or defendant on behalf of Metro Government, shall be compensated for the time in the legal proceedings at the regular rate of pay of the Member.

Any Member who has been summoned for jury duty, or has been summoned or subpoenaed to appear as a witness, shall provide, upon receipt, a copy of the summons or subpoena to his/her supervisor, prior to having the leave approved.

**Section 6. Military Leave**

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this State or of the United States under competent orders as specified in this section. In any one (1) Federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a Federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

**Section 7. Tuition Reimbursement**

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to Members in the same manner as other Metro Government employees. Once approved, Metro Government shall pay through the current semester.

**Section 8. Funeral Leave**

A Member shall be given up to three (3) regularly scheduled workdays off with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister-in-law or brother-in-law, daughter-in-law or son-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, or any other relative of the Member residing in the Member's household.

To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before, if possible, or at one (1) hour after the time set for beginning work. Upon request, proof of death shall be furnished. Other approved leaves may be used in conjunction with funeral leave.

**Section 9. Health Insurance**

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. The health insurance benefit plan available to all Metro Government employees are the benefit plans available to Members under this CBA. Members will pay the same premiums available to all other Metro Government employees.

Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with federal and state health care reform and IRS regulations.

**Section 10. Long-Term Disability**

Metro Government will provide long-term disability benefits for every Member at no cost to the Member at the same terms and conditions, as provided for non-union employees, pursuant to any rules, regulations, or procedures adopted by the Director of Human Resources concerning the said long-term disability income benefit.

**Section 11. Pretax Premium and/or Dependent Care Account**

Metro Government will permit Members who qualify to participate in the Metro Government Pretax Premium Plan and/or Dependent Care Account.

**Section 12. Personal Day**

Members shall be eligible to receive one (1) paid personal day per year. Use of the personal day shall be approved by the appropriate Director or designee. Such approval shall not be unreasonably withheld.

**Section 13. Defense and Indemnification**

Metro Government shall provide legal representation and indemnity to Members pursuant to the provisions of KRS 65.200 through KRS 65.2006, inclusive, and Metro Code of Ordinances Sections 35.180-35.183, inclusive.

**Section 14. Video Display Terminals Usage**

The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for video display terminal (VDT) users. Where practical and feasible, Metro Government shall maintain standards for VDTs in accordance with the following guidelines:

- A. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each department responsible for such purchases. These guidelines will address desirable characteristics relating to screen positioning, keyboards, screen and character type and accessories.
- B. The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:
  - The ability to position the VDT and keyboard in relationship to each other and at the heights which are appropriate for the work to be performed by the user;
  - The ability to provide adequate lighting for the work to be performed;
  - The ability to minimize glare;
  - The ability to minimize printer noise; and
  - Chairs which may be adjusted to and which provide proper support for the user.

Metro Government will provide information and guidance to its work units that will assist them in creating an appropriate setting for VDT users.

- C. A Member whose work involves intensive VDT use as described herein shall be entitled to a five (5) minute pause from VDT use for each hour of intensive use. Any pause of shorter duration during each hour of intensive VDT use shall be counted as part of, and be subtracted from, this hourly five-minute pause. Individual departments will establish the pattern of usage for the additional pauses described above and advise AFSCME. During the additional pause periods, Metro Government may provide an alternative work assignment within the scope of the Member's classification.

Additional pauses for Members affected by intensive VDT use shall be in addition to their usual rest/break periods and meal periods. Metro Government and AFSCME agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with usual rest/break periods or meal periods.

Intensive VDT use is defined as:

- Use which requires continuous and sustained visual concentration on the VDT screen; and
- Use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations.



**Section 15. Automobile Mileage Reimbursement**

Should a Member be required to use his/her personal vehicle to conduct Metro Government business, the Member shall be compensated by receiving the amount of mileage reimbursement designated by Metro Government. Metro Government business shall not include transportation to and from work.

**Section 16. Tools and Equipment**

Metro Government shall maintain in good condition those tools and equipment furnished to Members to perform their jobs.

**Section 17. Family and Medical Leave Act**

Members may be provided leave from work for a reason covered by the Federal Family and Medical Leave Act of 1993 (“FMLA”), as contained in the Metro Government Personnel Policies. It is the Member’s responsibility, if off for five (5) consecutive days and eligible for Federal Family and Medical Leave, to fill out the FMLA forms.

**Section 18. Communicable Disease**

A Member shall be provided with appropriate information and procedures pertaining to all communicable diseases known to Metro Government to which a Member may have routine work place exposure.

**Section 19. Uniforms and Protective Gear**

Metro Government shall provide Members with uniforms and protective gear as necessary and appropriate for the work being performed. In order to receive new uniforms, the Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members.

**Section 20. Asbestos, Mold and Toxic Materials**

Any Member whose regular duties may involve or expose him/her to asbestos, mold or other toxic or hazardous materials, will be trained as to the proper procedures and provided with the appropriate equipment in dealing with those materials.

**Section 21. Harassment**

Metro Government shall make every effort to provide working conditions free from harassment, especially those actions and comments that may reflect discriminatory attitudes.

**Section 22. Americans With Disabilities Act**

Metro Government shall comply with the provisions of the Americans with Disabilities Act. Any violation of the Act shall be subject to the grievance procedure.

**Section 23. Workers Compensation**

A. Metro Government shall provide workers compensation coverage for all Members covered by this Agreement.

B. Metro Government shall permit an injured Member, who is covered by workers compensation, who also has sick leave accumulation to his/her credit to elect (in cases of injury on the job) to draw from accumulated sick leave (if any) an amount when added to his/her workers compensation pay (if any) would equal his/her normal weekly earnings.

**Section 24. Modified Duty/Return to Work (RTW)**

Louisville Metro Government recognizes the importance of providing meaningful work to employees with medical limitations that temporarily prohibit the employee from performing regular job duties.

When an employee experiences an injury/illness, whether on-the-job or off-the-job, and is released to return to work with restrictions, the employee will be considered for a modified duty assignment. The assignment may be within the employee's agency or in another agency. Assignments should be based on needs of the agency as well as availability of work within the employee's restrictions. The employee is to take a Healthcare Provider Capabilities Assessment Form (HCAF) and a copy of the employee's job description to the employee's medical provider. The employee should request the healthcare provider to furnish any limitations or restrictions. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's restrictions. It is the responsibility of the employee to provide updated medical documentation as directed by the employee's agency head or designee.

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. After ninety (90) calendar days there will be a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008.

There will be no change to the employee's pay/benefits while on the modified assignment.

**Section 25. Non-Discrimination**

Metro Government shall not discriminate on the basis of race, color, sex, religion, age, gender identity, national origin, political affiliation, handicap, sexual orientation or membership in a labor organization.

**Section 26. Vehicles and Equipment**

If a Member believes that a vehicle or any equipment is unsafe and does not meet the requirements of any Federal, State, or Local Laws, he/she shall report that fact to his/her immediate supervisor who shall then determine the status of the vehicle or equipment. If the Member requests, the supervisor shall confirm the status in writing to the Member. If the supervisor determines the vehicle or equipment is operable, then the Member shall operate the vehicle or equipment. Any disagreement between the Member and his/her supervisor shall be treated as a grievance.

Metro Government shall use its best efforts to equip all Metro owned vehicles used by the Members with reflective devices or flares, first aid kits and a fire extinguisher.

**Section 27. Safe Working Conditions**

Metro Government shall provide its Members, insofar as possible, with safe and healthy working conditions, in compliance with all state and federal regulations. Every effort shall be made to promote maximum standards of safety and good health.

**Section 28. Maintenance of Standards**

Metro Government agrees that all conditions of employment relating to wages under this Agreement shall be maintained at no less than the highest minimum standard in effect at the time of the signing of this Agreement.

**Section 29. Employment Development and Training**

Metro Government and the Union recognize the need for the training and development of Members in order to assure that services are efficiently and effectively provided and that employees are afforded the opportunity to develop their skills to their highest potential. In recognition of such principle, Metro Government shall provide Members with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in the Member's work assignments and for periodic changes therein, including where available and relevant to such work, procedural manuals.

Metro Government agrees to meet periodically with the Union to discuss training and development concerns.

Metro Government, at no cost to Members, shall provide training mandated by Metro, State or Federal law, or required as a condition of continued employment. Training shall be counted as time worked.

**Section 30. Article Replacement, Repairs or Reimbursements**

It is agreed that Metro Government shall replace, repair or reimburse (where applicable) the value, subject to depreciation, of any personal article damaged or destroyed belonging to a Member provided that:

1. The loss actually occurred in the course of or as a result of employment and assigned duties; and
  2. The loss was not occasioned by negligence or fault of the Member; and
  3. The presence of the personal property on the job was reasonable and appropriate;
- and
4. There is no other source for reimbursement for the loss, including regular payments such as uniform or equipment allowances; and
  5. The reimbursement can be made without an undue amount of expense.

**Section 31. Demotion**

Except in cases of lay off and recall, “non-voluntary” demotion is a disciplinary action and change in compensation as a result of such discipline should be decided on a case by case basis.

**Section 32. Voting Leave**

All employees of Metro Government who are eligible to vote, in any election in the Commonwealth of Kentucky or the State of Indiana, shall be allowed up to four (4) hours off without pay during the time voting locations are open. Or, with supervisor approval, a Member may use up to two (2) hours of accrued vacation leave for voting leave. Employees must request any voting leave, in writing, if requested by the supervisor, two (2) days prior to the date of any election.

**Section 33. Equal Pay and Work On Higher Rated Jobs**

Any Member directed by supervisory authority to work on a higher class job shall receive the higher rate of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

**Section 34. Instruction & Training**

A Member shall receive two (\$2.00) dollars per hour additional pay for performing instruction/training of employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs, except when instruction and training are part of the job description. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive “instructional” pay.

**ARTICLE 19. HOURS OF WORK AND OVERTIME**

Section 1. The work week for full-time Members shall be forty (40) hours.

Section 2. Non-exempt hourly Members shall receive one and one half (1 ½) times their regular hourly rate (which shall include shift premium if any) for all hours actually worked in excess of forty (40) hours in a workweek. Paid and unpaid leave shall not be computed as time worked for purposes of overtime. Unless otherwise provided in this Agreement, overtime will be divided equally among Members who meet the minimum qualifications within a classification by seniority.

Section 3. Exempt Members in the following positions shall accumulate compensatory time for hours actually worked in excess of forty (40) hours in a workweek: Community Health Nurse Specialist and Senior Substance Abuse Counselor. Paid and unpaid leave shall not be computed as time worked for purposes of overtime. Compensatory time balances may not exceed eighty (80) hours at the completion of any pay period. The accrual and use of accrued compensatory time must be approved in advance by the Member’s supervisor. A Member is not paid for accumulated compensatory time upon separation.

**ARTICLE 20. VACATION**

I. For all Members, except those required to work 24/7, annual vacation time will accrue in accordance with the following chart:

Full years of Service	Annual Accrual Rate
0-1 year	2 calendar weeks
1 year	2 calendar weeks + 1/5 <sup>th</sup> of calendar week
2 years	2 calendar weeks + 2/5 <sup>th</sup> of calendar week
3 years	2 calendar weeks + 3/5 <sup>th</sup> of calendar week
4 years	2 calendar weeks + 4/5 <sup>th</sup> of calendar week
5 years	3 calendar weeks
6 years	3 calendar weeks + 1/5 <sup>th</sup> of calendar week
7 years	3 calendar weeks + 2/5 <sup>th</sup> of calendar week
8 years	3 calendar weeks + 3/5 <sup>th</sup> of calendar week
9 years	3 calendar weeks + 4/5 <sup>th</sup> of calendar week
10 years	4 calendar weeks
11 years	4 calendar weeks + 1/5 <sup>th</sup> of calendar week
12 years	4 calendar weeks + 2/5 <sup>th</sup> of calendar week
13 years	4 calendar weeks + 3/5 <sup>th</sup> of calendar week
14 years	4 calendar weeks + 4/5 <sup>th</sup> of calendar week
15 years	5 calendar weeks

a) For the purpose of this section, as of date of execution, years of service with Metro Government, whether continuous or not, shall be recognized in determining the years of service. This credit shall accrue depending upon a Member’s frequency of pay.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays and five (5) workdays for Members whose regular work week is five (5) days.

c) Permanent part-time Members shall earn vacation credit on a pro-rata basis. In determining the rate of accrual, the estimated annual hours of the Member shall be divided by the standard annual hours for the job if it were full-time to determine the pro-rata percentage of normal accrual.

d) Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the appropriate Director or designee prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) A Member shall not accrue more than sixty (60) days of vacation credit at the completion of any given pay period. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed forty (40) days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least equal to the number of work hours for which unused vacation leave was paid.

f) If a holiday recognized by this Agreement should fall during a Member's vacation leave, or regular scheduled off day, such Member shall be granted an additional day of vacation leave.

II. For all Members required to work 24-7, annual vacation time will accrue in accordance with the following chart.

Full years of Service	Annual Accrual Rate
0-1 year	4 calendar weeks
1 year	4 calendar weeks + 1/5 <sup>th</sup> of calendar week
2 years	4 calendar weeks + 2/5 <sup>th</sup> of calendar week
3 years	4 calendar weeks + 3/5 <sup>th</sup> of calendar week
4 years	4 calendar weeks + 4/5 <sup>th</sup> of calendar week
5 years	5 calendar weeks
6 years	5 calendar weeks + 1/5 <sup>th</sup> of calendar week
7 years	5 calendar weeks + 2/5 <sup>th</sup> of calendar week
8 years	5 calendar weeks + 3/5 <sup>th</sup> of calendar week
9 years	5 calendar weeks + 4/5 <sup>th</sup> of calendar week
10 years	6 calendar weeks
11 years	6 calendar weeks + 1/5 <sup>th</sup> of calendar week
12 years	6 calendar weeks + 2/5 <sup>th</sup> of calendar week
13 years	6 calendar weeks + 3/5 <sup>th</sup> of calendar week
14 years	6 calendar weeks + 4/5 <sup>th</sup> of calendar week
15 years	7 calendar weeks

a) For the purpose of this section, as of date of execution, years of service with Metro Government, whether continuous or not, shall be recognized in determining the years of service. This credit shall accrue depending upon a Member's frequency of pay.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays and five (5) workdays for Members whose regular work week is five (5) days.

c) Permanent part-time Members shall earn vacation credit on a pro-rata basis. In determining the rate of accrual, the estimated annual hours of the Member shall be divided by the standard annual hours for the job if it were full-time to determine the pro-rata percentage of normal accrual.

d) Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the appropriate Director or designee prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) A Member shall not accrue more than sixty (60) days of vacation credit at the completion of any given pay period. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed forty (40) days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least equal to the number of work hours for which unused vacation leave was paid.

f) If a holiday recognized by this Agreement should fall during a Member's vacation leave, such Member shall be granted an additional day of vacation leave.

## ARTICLE 21. HOLIDAYS

Section 1. For all Members, except those required to work 24/7, Members shall be granted the day off with appropriate pay for the following holidays:

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Section 2. In addition, after the effective date of this Agreement, Members shall be granted two (2) additional Floating Holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for Floating Holidays upon termination of employment. Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one (1) Floating Holiday their first calendar year of employment. Members hired after October 31 will not receive a Floating Holiday their first calendar year of employment.

Section 3. When any holiday falls on Saturday, the preceding Friday shall be recognized as the paid holiday. When any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday

Section 4. In order to receive holiday pay, the Member must not be absent without leave on the last scheduled workday preceding the holiday or the next scheduled workday following the holiday.

## **ARTICLE 22. SICK LEAVE**

Section 1. Sick leave with pay shall be granted to all full-time Members on the payroll at the rate of one (1) work day per month for each full month of service. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall not be computed as "time worked" for purposes of overtime.

Section 2. Part-time regularly-scheduled Members shall be granted sick leave on a prorated basis.

Section 3. Unused sick leave shall be cumulative without any maximum.

Section 4. Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family. The immediate family of the Member shall be regarded to include parents, wife, husband, children, or other relative living in the household of the Member. Such leave, if in excess of four (4) consecutive days, the Member may be required to furnish proof of the necessity for such absence.

Section 5. Sick leave may be used for all medical appointments.

Section 6. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his/her credit.

Section 7. To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee before or within one (1) hour before the time set for beginning work. For Members who work in departments that have more than one (1) shift, at least one (1) hour before the Members scheduled shift. Approved means of communication are to be determined by the Director or designee.

Section 8. Whenever sick leave provisions appear to be abused, the Member claiming such sick leave may be required to furnish proof of the necessity for such absence. A Member who has been cited in writing for abuse of sick leave may be required by the Department Executive to produce a medical/doctor's statement at any time.



Section 9. Regular Members are eligible to participate in a sick leave incentive plan. Regular Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

CERS Unused Sick Leave Credit. Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit with the Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees as long as the program is offered by the Kentucky Retirement System.

### **ARTICLE 23. CALL OUT PAY**

All hours worked on a call out, which occurs at a time outside of an Member's regularly scheduled hours of work, when a Member has left the work premises and is contacted at home, etc., shall be paid at one and one-half (1-1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member shall work the four (4) hour minimum period.

Overtime in conjunction with the normal shift, when scheduled in advance or which extends the normal work shift, shall not be considered as a call out. Extending the normal work shift refers to the beginning and/or ending of the shift, but shall not result in an earlier shift ending than is regularly-scheduled.

### **ARTICLE 24. COMPENSATION AND LONGEVITY**

Section 1. The Job Classifications and their respective pay grades for Members under this Agreement are listed in Addendum A. The starting rate of pay for each pay grade is listed in Addendum B.

Section 2. Effective July 1, 2018 through June 30, 2019, Members on the payroll will receive a two percent (2 %) cost of living adjustment.

Section 3. Effective July 1, 2019 through June 30, 2020, Members on the payroll will receive a two percent (2 %) cost of living adjustment.

Section 4. Effective July 1, 2020 through June 30, 2021, Members on the payroll will receive a two percent (2 %) cost of living adjustment.

Section 5. Effective July 1, 2021 through June 30, 2022, Members on the payroll will receive a two percent (2 %) cost of living adjustment.

Section 6. Effective July 1, 2022 through June 30, 2023, Members on the payroll will receive a two percent (2 %) cost of living adjustment.

Section 7. Step progression for Members, except those covered under the former AFSCME Technology Agreement and the former AFSCME Revenue Commission Agreement, shall be a one and one-half percent (1 ½ %) increase in the Member's rate of pay upon the Member's Metro-wide date at the completion of: six (6) months, one (1) year, three (3) years, five (5) years, seven (7) years, and nine (9) years; and two (2%) percent increase in the Member's rate of pay upon the Member's anniversary hire date at the completion of: eleven (11) years, thirteen (13) years, fifteen (15) years, seventeen (17) years and eighteen (18) years.

Section 8. Effective July 1, 2019, step progression for Members under the former AFSCME Technology Agreement and the former AFSCME Revenue Commission Agreement, shall be a one and one-half percent (1 ½ %) increase in the Member's rate of pay upon the Member's Metro-wide date at the completion of: six (6) months, one (1) year, three (3) years, five (5) years, seven (7) years, and nine (9) years; and two (2%) percent increase in the Member's rate of pay upon the Member's anniversary hire date at the completion of: eleven (11) years, thirteen (13) years, fifteen (15) years, seventeen (17) years and eighteen (18) years.

Section 9. Any Member with a Commercial Driver's License (CDL) shall receive thirty (\$0.30) cents per hour additional compensation so long as the position requires that a Member maintain a CDL.

Section 10. A one-time longevity payment of one thousand dollars (\$1,000.00) shall be paid to All Members employed as of the execution of this Agreement. An additional five-hundred (\$500.00) shall be paid to All Members employed as of 7/1/19 and paid on the first pay check in August 2019.

Section 11. All Members covered under this Agreement, except those under the former AFSCME Technology Agreement and the former AFSCME Revenue Commission Agreement, will receive a single longevity service payment after the Member has eighteen (18) or more years (216 or more months) of Metro-wide seniority, as of December 1 of each fiscal year. Each payment shall equal the monthly service rate of five (\$5.00) dollars multiplied by the number of the Member's Metro-wide seniority. This longevity service payment shall not apply to any Member hired, transferred or accreted into this bargaining unit after the execution date of this agreement.

Section 12. Effective July 1, 2019, Members under the former AFSCME Technology Agreement and the former AFSCME Revenue Commission Agreement, will receive a single longevity service payment after the Member has eighteen (18) or more years (216 or more months) of Metro-wide seniority, as of December 1 of each fiscal year. Each payment shall equal the monthly service rate of five (\$5.00) dollars multiplied by the number of the Member's Metro-wide seniority. This longevity service payment shall not apply to any Member hired, transferred or accreted into this bargaining unit after the execution date of this Agreement.

Section 13. A Member who moves into a job classification within a higher or lower grade shall have his/her rate of pay increased or decreased by the same percentage as separates the step of the respective grades as contained in Addendum B.

## **ARTICLE 25. DEPARTMENT SPECIFIC PROVISIONS**

### **Section 1. DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**

#### **A. APPLICATION**

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Department of Public Health and Wellness.

#### **B. FLEX TIME, ON-CALL AND SHIFT CHANGES**

1. Members within the Public Health and Wellness Department (“Health Department”) may flex their work schedule with approval of the Director or designee. “Flex” for purposes of this Agreement shall mean rescheduling the work day starting and ending times within the same work week. Members may not flex their work schedule if it disrupts the work of the Health Department or its mission.

2. A Member put “on-call” by a supervisor to be available to return to work after normal work hours within thirty (30) minutes of receiving notification by either a pager, a telephone, or other means, shall be compensated a flat rate of fifty dollars (\$50.00) per work week of on-call status unless the Member receives call-out pay during that work week.

3. The Health Department will notify a Member at least one work week prior to making a permanent change to the Member’s shift or work location.

4. The Health Department will notify a Member seventy-two (72) hours prior to making a temporary change to the Member’s shift or work location. In bona fide instances of Public Health emergencies, Management will make every reasonable effort to notify Members within seventy-two (72) hours.

#### **C. SPECIAL COMPENSATION**

1. Due to the nature of clinical environmental and the need for full staffing, Members who work in a clinic (WIC, TB, More Center, Specialty), must report sick to their immediate supervisor at least thirty (30) minutes prior to the Member’s scheduled shift or the Member may be subject to progressive discipline.

**Section 2. OFFICE OF RESILIENCE & COMMUNITY SERVICES**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Office of Resilience & Community Services.

B. FLEX TIME, ON-CALL AND SHIFT CHANGES

1. Members within the Office of Resilience & Community Services may flex their work schedule with approval of the Director or designee. "Flex" for purposes of this Agreement shall mean rescheduling the work day starting and ending times within the same five (5) day work week. Members may not flex their work schedule if it disrupts the work of the Department or its mission.

**Section 3. AIR POLLUTION CONTROL**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in Economic Development - Air Pollution Control.

**Section 4. OFFICE OF MANAGEMENT AND BUDGET – FINANCE (Billing)**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in Office of Management and Budget – Finance (Billing).

**Section 5. METRO ANIMAL SERVICES**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in Metro Animal Services.

B. ANIMAL SERVICES:

1. ***Uniforms.*** Metro Government acknowledges that certain Animal Services Members are presently required to wear uniforms during the performance of their duties. Metro Government will provide such uniforms. It is the intent of this Agreement that all Animal Service Members who are provided footwear should have two useable pairs of boots, (men's or

women's as appropriate). In addition, Metro Government will provide five uniforms and a pair of gloves.

2. ***Holiday Scheduling.*** Metro Government and the Union agree that scheduling for holiday work will occur in the following manner. Metro Government will first ask for volunteers. If additional personnel are needed, assignment will be rotated based upon the most recent holiday worked. A current list of holiday work assignments will be maintained by the department.

3. ***Equipment.*** Metro Government will ensure that issued equipment is in proper working order.

4. ***Filling Vacancies.*** In filling vacancies in Animal Services from outside of Metro Government, credit for purposes of pay only may be granted for prior experience with another organization at the discretion of the Director.

5. ***On-Call.*** a) A Member put "on-call" by a supervisor to be available to return to work after normal work hours within 30 minutes of receiving notification by either phone, pager, or other means shall be compensated at a flat rate of fifty dollars (\$50.00) per work week of on call status unless the Member receives call out pay for that week as defined in Article 23 of the Collective Bargaining Agreement.

b) When on-call staff are contacted after their regular working hours via phone, pager, etc. to determine the necessity for a call out, but does not respond to the call out, the Member shall be compensated at one and one-half (1 1/2) times their rate of pay in quarter hour increments for such call or the flat rate of fifty dollars (\$50.00) as defined in 5a, dependent on which is greater.

c) If the Member responds to the call out both 5a and 5b become void for that call and the Member's pay will be calculated based on Article 23 of the Collective Bargaining Agreement.

## **Section 6. METRO CORRECTIONS**

### **A. APPLICATION**

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in Metro Corrections.

### **B. JOB BIDDING**

If a vacancy occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted in the departments within each Corrections facility within forty-eight (48) hours and posted in the Louisville Metro Government's Human Resources Department within ninety-six (96) hours. Such notices shall remain posted for seventy-two (72) hours, excluding Sunday and Holidays.

In each instance in which job bidding occurs, Metro Government shall furnish to AFSCME and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

### **C. SPECIAL COMPENSATION**

1. Members permanently assigned to a mid-shift, i.e., a shift which begins between 3:00 p.m. and 11:00 p.m., shall receive a shift differential of forty cents (.40) per hour for all hours worked. Members permanently assigned to a late-shift, i.e., a shift that begins between 11:00 p.m. and 7:00 a.m., shall receive a shift differential of thirty-five cents (.35) per hour for all hours worked.

D. RANDOM DRUG TESTING FOR CORRECTIONS – See Addendum C

**Section 7. YOUTH DETENTION SERVICES**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in Youth Detention Services.

B. JOB BIDDING

In each instance in which job bidding occurs, Metro Government shall furnish to AFSCME and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the at the end date of the bid, and the name of the successful bidder for the position.

C. FLEX TIME AND SHIFT CHANGES

Members may flex their work schedule with approval of the Director or designee. “Flex” for purposes of this Agreement shall mean rescheduling the work day starting and ending times within the same work week. Members may not flex their work schedule if it disrupts the work of the Department or its mission.

D. SPECIAL COMPENSATION

1. Members will be permanently assigned to one of the following shifts: 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 3:30 p.m., 2:00 p.m. to 10:30 p.m., 3:00 p.m. to 11:30 p.m., 10:00 p.m. to 6:30 a.m., or 11:00 p.m. to 7:30 a.m. Members within the Youth Detention Services permanently assigned to a mid-shift, i.e., a shift which begins between 2:00 p.m. and 11:30 p.m., shall receive a shift differential of forty cents (.40) per hour for all hours worked. Members permanently assigned to a late-shift, i.e., a shift that begins between 10:00 p.m. and 7:30 a.m., shall receive a shift differential of thirty-five cents (.35) per hour for all hours worked.

2. **Lunch.** Members within the Youth Detention Services shall be allowed a thirty (30) minute lunch period and two (2) ten (10) minute breaks per eight (8) hour shift, at the direction of the Member's supervisor. The two (2) ten (10) minute break periods and lunch period shall be taken without Member loss of pay.

E. STANDARD OPERATING PROCEDURE FOR YOUTH DETENTION SERVICES

Section 1. No change in Policies, Operation Procedures, Rules and Regulations shall be effective until it has been posted on all union/non-union bulletin boards in all divisions for a period of ten (10) calendar days. Management will notify the Union Stewards prior to the 10 day posting.

Section 2. A seniority list shall be maintained on a current basis and posted on AFSCME's bulletin board where it shall be available for inspection. Metro Government shall furnish a copy of this seniority list and each revision to AFSCME stewards as requested.

Section 3. When two (2) or more Members have the same seniority date, the process used to determine the Member with the most seniority will be resolved by the Member whose last name comes first in alphabetical order. This will be the Member's name upon hiring into the Department and will not change.

F. RANDOM DRUG TESTING FOR YOUTH DETENTION SERVICES – See Addendum C

G. OVERTIME GREATER THAN SIXTEEN (16) HOURS IN A WEEK

Any YDS Member required to work more than sixteen (16) hours of overtime in a week shall be paid at a rate of two (2) times their standard hourly rate for each hour worked over fifty-six (56) for the week.

In so far as it is practical, overtime will be divided equally among Members within the classification in which overtime is needed with management making an even distribution of overtime amongst all Members a guideline such that no Member be required to work overtime beyond sixteen (16) in a single week while other Members have worked overtime at a level of less than sixteen (16) hours per week. Nothing in this Agreement or any past practice shall restrict the right of management to assign overtime in YDS on an evenly rotating basis among all Members.

**Section 8. CODES AND REGULATIONS DEPARTMENT**

**I. CONSTRUCTION REVIEW DIVISION**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Construction Review Division ("CRD").

**B. JOB REQUIREMENTS**

Members shall obtain the following state certifications within the time specified for levels of proficiency:

<b>Classification</b>	<b>State Certification Level</b>	<b>Current Employee</b>
Plan Review/Building/Mechanical (PR/B/M)		<b>Must be Certified</b>
PR/B/M Inspector Trainee	One and Two Family Dwelling Inspector	Within 6 months of employment
PR/B/M Inspector I	Building Inspector Level 1	Within 12 months of employment
PR/B/M Inspector II	Building Inspector Level II	Within 18 months of employment
PR/B/M Inspector III	Building Inspector Level III	Optional
Electrical Inspector I	State Certification General	Within 120 days of employment

1. No Member shall be required to perform instruction/training of recently hired bargaining unit employees, i.e., instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs.

**C. SPECIAL COMPENSATION**

1. Metro Government agrees to pay for each certification test for each Member the first time the Member takes the test. If a Member fails the test, any retest is at the Member's expense, provided, however, if the Member passes a retest, Metro Government shall reimburse the Member the cost of that test.

2. So long as an electrical inspector is assigned to carry a Codes & Regulations pager in order to contact L G & E, the electrical inspector shall be compensated one hour at time and one half (1 ½) the Member's regular hourly rate of pay for each day of such assignment. There is no guarantee that such assignments will continue throughout the term of this Agreement.

3. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion. A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- c. To advise management as to the need for personnel/logistics changes and following through on and directing such changes.
- d. To record job related information as directed by management.
- e. To be responsible for the timely completion and performance of the job tasks assigned to the working team.



- f. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

While acting as a lead-person, a Member shall be paid at the rate of one dollar (\$1.00) per hour over the regular hourly rate of the Member assigned. Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

## **Section 9 . DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)**

### **A. APPLICATION**

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members of the former AFSCME Technology CBA, until June 30, 2019, in which the following terms and conditions shall only apply to Members of the Department of Information Technology (DoIT).

### **B. SPECIAL COMPENSATION**

#### *Performance Of Work Outside Of A Member's Regular Work Environment*

When a Member is contacted to solve a technical problem after that Member's shift, including any overtime, and when the Member is absent from the Member's regular workstation, if that Member is able to resolve the problem or issue through phone consultation or via a connection to the CityNet Network without returning to the DoIT office facility, that Member shall be paid a minimum of two (2) hours at one and one-half (1 ½) times the regular hourly rate. Overtime shall not be pyramided.

### **C. TRAINING, CERTIFICATION AND MAINTENANCE OF SKILLS**

Section 1. DoIT shall not be required to train Members in routine skills included within the job classifications covered by this Agreement.

Section 2. DoIT shall retain all rights for designing an in-service training program. DoIT shall not be restricted from adopting new technologies in support of operations and may do so without regard to current technology skills of the Members. DoIT and AFSCME agree to make a reasonable good faith effort to train or retrain Members in order to adopt new technologies. Metro Government shall not be wholly responsible for training and education of Members and it is understood that Members are ultimately responsible for individual skill sets.

When adopting new technologies, DoIT shall prepare a training program to retrain Members whose job is affected by the change. This training plan may include industry acknowledged training courses, customized courses provided by recognized training vendors,

internal training and mentoring programs, and on the job training, provided that Members possess the basic skills required for such activity.

DoIT shall reserve the right to document and monitor the progress of Members during training, and adjust the training program as necessary.

Section 3. If after the period of time stated above, a Member is not able to demonstrate adequate capability to perform required work, DoIT may pursue the following actions at the discretion of the Director.

- (a) Reassignment of a Member to another division or job within DoIT should a bona fide need for the Member's skill set exist. In this case, seniority rights shall prevail.
- (b) Terminate the Member for just cause.

Section 4. DoIT reserves the right to require industry recognized certifications as part of the job requirements associated with the positions covered by this Agreement. AFSCME recognizes that industry certifications are a valuable and relevant means for ensuring the skill set of Members. AFSCME also recognizes that industry changes in technology may result in changes to recognized certification programs. AFSCME recognizes the right of DoIT to require the most recent certification of all Members covered by this Agreement and to set reasonable timeframes for achieving such certifications even though certification requirements may change or develop after the signing of this Agreement. Management will establish training plans for each Member on an annual basis in order to achieve training and certification goals. A Member who is unable to achieve these certifications within the timeframe specified may be subject to reassignment or termination in accordance with this Article.

Section 5. A Member employed on or before July 1, 2008 who demonstrates the ability to do the work required of his/her current position as well as maintain his/her skill set on a regular basis will not be required to obtain a certification.

#### D. PROFESSIONAL STANDARDS

The Members agree to follow the principles in this Article to govern their conduct and behavior.

- (a) Members shall deal with co-workers, supervisors, customers, and the public in a respectful and courteous manner.
- (b) Members shall act in a manner consistent with the trust inherent in public employment.
- (c) Members shall strive to perform their work at a consistently high level of quality and quantity.
- (d) Members shall follow and promote general standards of safety and health on the job.
- (e) Members shall follow all the rules and regulations established for the division to which they have been assigned.
- (f) Members shall conduct themselves, off the job, in a manner that would not cause discredit to Metro Government.
- (g) Members shall cooperate fully in all hearings and investigations conducted by or authorized by Metro Government.

(h) Members shall conduct the performance of their job duties in the best interests of Metro Government and of the general public, and shall refrain from activity which is contrary to those interests.

(i) Members shall desire to promote and demonstrate a professional manner and appearance and shall instill a sense of confidence with the public and all Metro Government customers.

E. LEAVE REQUEST

For planning purposes and to ensure coverage for operational commitments for division work plans, each Member may request, prior to January 31<sup>st</sup>, a primary and secondary vacation leave of up to ten (10) workdays for the upcoming year. The number of Members allowed off for vacation leave shall be determined by the need of the DoIT for sufficient coverage within each division or office. Vacation leave shall be awarded based upon seniority.

F. COMPENSATION

The starting rate of pay in the following “Wage Table” shall be effective July 1, 2017, for All former Members of the AFSCME Technology Agreement.

<u>Application Programmer – Enterprise</u>	<u>26.44</u>
<u>Application Support Specialist</u>	<u>21.57</u>
<u>Archival Specialist</u>	<u>15.90</u>
<u>PC Support Analyst I</u>	<u>15.90</u>
<u>PC Support Analyst II</u>	<u>19.90</u>
<u>PC Support Analyst III</u>	<u>21.57</u>
<u>Technician I</u>	<u>13.43</u>
<u>Technician II</u>	<u>16.61</u>

Effective July 1, 2019, All Members under the former AFSCME Technology Agreement will begin receiving step progression pay (either 1 ½% or 2%) according to Article 24, Section 8, based on their Metro-wide years of service and starting with their rate of pay on July 1, 2019. Also effective July 1, 2019, Members under the former AFSCME Technology Agreement will be paid the longevity service payment according to Article 24, Section 12, based on their Metro-wide seniority.

G. ERODING THE BARGAINING UNIT

Section 1. Due to the nature of the work of DoIT, managers and supervisors regularly perform the work of their employees; this intent is not to replace employees, but to supplement the workforce at peak times.

Section 2. Metro Government shall not subcontract outside the bargaining unit for the purpose of reducing or replacing the employees covered by this Agreement. DoIT, however, reserves the right to conduct its business in support of Metro Government, and this Article shall not be construed to prevent DoIT from contracting services to meet operational requirements or when current Members are not qualified to provide the required services.

**Section 10 . REVENUE COMMISSION**

**A. APPLICATION**

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Revenue Commission.

**B. SENIORITY**

Department AFSCME seniority shall be used to determine overtime, vacation scheduling, shift assignment, and off days within the divisions.

**C. FLEX TIME**

Members within Revenue Commission may Flex their work schedule with approval of the director or designee. "Flex" for purposes of this agreement shall mean rescheduling the work day starting and ending times and/or modifying lunch times within the same week. Members may not Flex their work schedule if it disrupts the work of the Revenue Commission or its mission.

**D. VACATION REQUEST**

Prior to January 31<sup>st</sup> of each calendar year, Members shall be allowed to request a primary and secondary vacation leave of up to ten (10) workdays for the upcoming year. Primary vacation requests submitted by the January 31<sup>st</sup> deadline will rank above any secondary requests submitted. The number of Members allowed off for vacation leave shall be determined by the needs of the Revenue Commission for sufficient coverage within each Division or office. Vacation leave shall be awarded based upon seniority within the Division. Any vacation leave requested outside of the annual selection period must be approved by the Director or designee, and if approved, shall be awarded on the basis of which Member first requested the leave.

**E. COMPENSATION AND LONGEVITY**

Section 1. Members under the former AFSCME Revenue Commission Agreement are placed on the pay grade of the salary schedule based upon the years in service in that classification. Effective July 1, 2017, Members shall automatically progress through the pay schedule based upon such classification seniority through year ten (10).

<b><u>Job Code</u></b>	<b><u>Job Title</u></b>	<b><u>Years in Classification</u></b>		
		<b><u>0-3 yrs</u></b>	<b><u>3-6 yrs</u></b>	<b><u>6-9 yrs</u></b>
033360	Receptionist	11.48	12.68	13.88
032500	Clerk Typist I	11.48	12.68	13.88
033550	Information Processing Clerk	13.28	13.88	15.10
031350	Administrative Clerk	14.49	15.40	16.30
062720	Maintenance Worker II	14.49	15.40	16.30
017150	Revenue Collection Specialist Trainee	14.49	15.40	16.30

015800	Tax Processing Specialist Trainee	14.49	15.40	16.30
015790	Taxpayer Service Representative Trainee	14.49	15.40	16.30
017200	Revenue Collection Specialist	16.30	17.20	18.11
015500	Cash Control Assistant	16.30	17.20	18.11
022290	Paralegal	<u>23.85</u>	<u>24.76</u>	<u>25.65</u>
015850	Tax Processing Specialist	16.30	17.20	18.11
015770	Taxpayer Service Representative	16.30	17.20	18.11
015820	Senior Tax Processing Specialist	19.92	20.82	21.73
015480	Account Specialist	19.92	20.82	21.73
015600	Auditor Revenue	19.92	20.82	21.73
015680	Corporate Tax Auditor	23.85	24.76	25.65
<u>017210</u>	<u>Senior Revenue Collection Specialist</u>	<u>19.92</u>	<u>20.82</u>	<u>21.73</u>
<u>015760</u>	<u>Senior Taxpayer Service Rep</u>	<u>19.92</u>	<u>20.82</u>	<u>21.73</u>
<u>015890</u>	<u>Quality Assurance Tax Analyst</u>	<u>23.85</u>	<u>24.76</u>	<u>25.65</u>

Section 2. Effective July 1, 2019, All Members under the former AFSCME Revenue Commission Agreement will begin receiving step progression pay (either 1 ½% or 2%) according to Article 24, Section 8, based on their Metro-wide years of service and starting with their rate of pay on July 1, 2019.

Section 3. Effective July 1, 2017 through August 30, 2018, Members under the former AFSCME Revenue Commission Agreement, with ten (10) years of continuous service with Metro Government or with either of its predecessor governments shall receive five hundred and fifty (\$550.00) dollars of longevity pay, to be paid in an annual lump sum payment by direct deposit. Longevity pay shall be calculated as of July 1 of each fiscal year and paid the first pay period in August of that respective fiscal year. Effective July 1, 2019, Members under the former AFSCME Revenue Commission Agreement will be paid the longevity service payment according to Article 24, Section 12, based on their Metro-wide seniority.

Section 4. Effective July 1, 2017 through August 30, 2018, Members under the former AFSCME Revenue Commission Agreement, with fifteen (15) years of continuous service with Metro Government or with either of its predecessor governments shall receive eight hundred (800.00) dollars of longevity pay each year, to be paid in an annual lump sum payment by direct deposit. Longevity pay shall be calculated as of July 1 of each fiscal year and paid the first pay period in August of that respective fiscal year. Effective July 1, 2019, Members under the former AFSCME Revenue Commission Agreement, will be paid the longevity service payment according to Article 24, Section 12, based on their Metro-wide seniority.

F. THIRD PARTY CONTRACTING

Metro Government shall not subcontract outside the bargaining unit for the purpose of reducing or replacing employees covered by this agreement. LMRC, however, reserves the right to conduct business in support of Metro Government, and this Article shall not be construed to prevent LMRC from contracting services to meet operational requirements.

G. TRAINING PERIOD

The trainee position is subject to a satisfactory completion of a training period of one hundred eighty (180) calendar days, unless extended. A one-time extension of the training period will not exceed a period of sixty (60) calendar days upon consultation with the employee and his/her immediate supervisor at least ten (10) calendar days prior to the end of the initial one-hundred eighty (180) day training period. The Department Director or designee, will provide each employee whose training period is being extended with a written evaluation of the employee's performance explaining what the employee must do to satisfactorily complete training.

#### **ARTICLE 26. THIRD PARTY CONTRACTING**

Metro Government shall not subcontract for any work or services normally and historically performed by Members for the purpose of reducing or replacing (i.e. laying off) Members.

#### **ARTICLE 27. ERODING THE BARGAINING UNIT**

Metro Government recognizes the integrity of the bargaining units. Metro Government is philosophically opposed to employing seasonal, temporary or part-time employees or permitting volunteers and inmates to work for the purposes of eroding the bargaining unit or evading this Agreement. Likewise, job program participants will not be hired or be permitted to volunteer to work for the purpose of eroding the bargaining unit or evading this Agreement. However, nothing herein shall prevent Metro Government from hiring seasonal, temporary or part-time employees, job program participants, or permitting volunteers or inmates to work.

#### **ARTICLE 28. MERGER AND/OR CONSOLIDATION**

Section 1. In the event Metro Government and another governmental entity merges or consolidates any function or service performed by Members, the Union shall be given ninety (90) days' advance written notice by Metro Government of such action.

A meeting with the Union shall be promptly held following the notice to discuss the impact of the consolidation and/or merger on Members.

Section 2. In the event Metro Government transfers, sells, leases or subcontracts any division to a non-governmental entity under this Agreement, it shall require the successor to honor the terms and conditions of this Agreement through its expiration date.

#### **ARTICLE 29. PROBATIONARY PERIOD**

Unless otherwise specified in this Agreement, all newly hired Metro Government employees or employees new to this Agreement are subject to a satisfactory completion of a probationary period of one hundred twenty (120) calendar days, unless extended. A one-time extension of probation will not exceed a period of sixty (60) calendar days. Upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the

end of the initial one hundred and twenty (120) calendar day probationary period, the Department Director or designee will provide the employee whose probationary period is being extended with a written evaluation of the employee's performance explaining what the employee must do to satisfactorily complete probation.

### **ARTICLE 30. PROMOTION/JOB BIDDING/TRANSFERS**

1. Job bidding for promotions, shift or assignment changes, where applicable, or voluntary transfers shall be restricted to the Members of the Department/Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted at the Human Resources Department and within each facility of the affected Department/Division within forty-eight (48) hours. Such notice shall remain posted for one hundred twenty (120) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

3. The position will be awarded based upon the following criteria: seniority; attainment of required skills and experience; education; and documented employment factors relating to the Member's job history. The above criteria are not listed in order of priority.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position at the completion of five (5) days. The name of the successful bidder for the position will be provided once determined.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists. Except for hours worked and overtime, no Member will receive less than their present rate of pay as a result of an involuntary transfer or reassignment.

6. Members awarded jobs covered by this contract shall have thirty (30) calendar days in which to prove their ability to perform the work of such position. In the event such Member has not demonstrated their ability to perform the duties of the position, the Member shall be returned to their former position with no loss of seniority therein. If the successful bidder declines within five (5) workdays from the date the Member starts the new position, or does not pass the thirty (30) day calendar period to prove their ability to perform the work of such position, the Member will be returned to their former position with no loss of seniority, and the next bidder on the job posting, determined to be the most qualified based on the same criteria as in subsection 3, shall be awarded the job. Should this occur, the method of selection for the position will be by descending order with the next most qualified Member, based on the same criteria as in subsection 3, in order from among those Members signing the original bid sheet.

Once a Member has been awarded a new position within a new Department, Division or Subdivision, the Member cannot bid again for a six (6) month period of time from the date they begin working in the new position, except in cases of promotion.

### **ARTICLE 31. ENTIRE AGREEMENT**

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in this Agreement.

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from Metro Government and the Chief Administrator of AFSCME 2629.

Section 3. If any article or section of this Agreement should become invalid by operation of law or be declared invalid or permanently enjoined by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and either party may request collective bargaining negotiations concerning the invalid provision within thirty (30) days of its invalidity.

### **ARTICLE 32. TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties. The term of this Agreement shall extend through June 30, 2023. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred twenty (120) days before the expiration of this Agreement.



IN WITNESS WHEREOF, the parties have affixed their signatures this 31<sup>st</sup> day of July, 2018.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: Ellen M. Fischer Deputy

Date: 7/31/18

GREG FISCHER, MAYOR

AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
LOCAL 2629

BY: Saulette Davis  
SAULETTE DAVIS, PRESIDENT  
AFSCME COUNCIL 2629

APPROVED AS TO FORM:

Michael J. O'Connell  
MICHAEL J. O'CONNELL  
Jefferson County Attorney

**Addendum A. Job Classifications**

<b>Job Code</b>	<b>Job Title</b>	<b>Sal Adm Plan</b>	<b>Grade</b>
015430	Account Clerk U310	U310	017
015480	Account Specialist	U310	06R
031350	Administrative Clerk	U310	04R
088210	Animal Adoption Coord U310	U310	015
088350	Animal Care Coordinator U310	U310	015
088390	Animal Care Specialist U310	U310	013
088150	Animal Control Officer I U310	U310	015
088120	Animal Control Officer II U310	U310	017
033450	Animal Services Clerk U310	U310	013
041580	APCD Compliance Officer U310	U310	020
041180	APCD Field Technician U310	U310	021
029610	APCD Quality Control Tech II U310	U310	025
029600	APCD Quality Control Tech U310	U310	023
025160	Application Programmer - Enterprise	U310	06T
025200	Application Support Specialist	U310	05T
038180	Archival Specialist	U310	02T
056210	Associate Planner U315	U315	021
015600	Auditor Revenue	U310	06R
015160	Business Accountant I U315	U315	019
015500	Cash Control Assistant	U310	05R
032500	Clerk Typist I	U310	02R
032480	Clerk Typist I A/U U310	U310	009
032490	Clerk Typist I A/U U315	U315	009
032420	Clerk Typist II U310	U310	011
032390	Clerk Typist II U317	U317	011
050450	Comm Hlth Soc Svc Asst I U317	U317	011
050420	Comm Hlth Soc Svc Asst II U317	U317	015
033590	Comm Hlth Svcs Clk Mobile U317	U317	013
033570	Community Health Svcs Clk U317	U317	013
045600	Community Hlth Med Asst U317	U317	015
045510	Community Hlth Nurse Spec U310	U310	050

050330	Community Hlth Soc Wrkr U317	U317	021
015680	Corporate Tax Auditor	U310	07R
033540	Corrections Clerk U310	U310	013
083380	Corrections Training Spec U310	U310	019
086120	Court Process Officer U310	U310	017
025840	Data Systems Analyst U310	U310	023
025850	Data Systems Analyst U317	U317	023
066630	Electrical Inspector I	U310	023
066600	Electrical Inspector II	U310	025
066650	Electrical Inspector Trainee	U310	021
042150	Environmental Health Spec U317	U317	023
048210	Exp Function Dental Asst U317	U317	015
035540	Health Education Spec I U317	U317	019
035510	Health Education Spec II U317	U317	023
068210	Housing Rehab Technician U315	U315	021
034870	Info & Referral Techn U315	U315	013
025350	Info Systems Specialist U317	U317	021
033550	Information Processing Clerk	U310	03R
083570	Inmate Grievance Counselr U310	U310	017
051480	Intergenerational Prg Wkr U310	U310	013
019420	Inventory Control Spec U310	U310	017
019390	Inventory Control Spec U317	U317	017
088330	Kennel Attendant	U310	007
049270	Laboratory Assistant U317	U317	009
049150	Laboratory Technologist U317	U317	023
045540	Licensed Practical Nurse U317	U317	019
062720	Maintenance Worker II	U310	04R
031240	Management Assistant U310	U310	015
031190	Management Assistant U315	U315	015
031200	Management Assistant U317	U317	015
051420	Nutrition Center Supv U310	U310	007
047120	Nutrition Services Spec U310	U310	028
047130	Nutrition Services Spec U317	U317	028
047150	Nutrition Svcs Educator U317	U317	023
022290	Paralegal	U310	07R
025910	PC Support Analyst I	U310	02T

025900	PC Support Analyst II	U310	04T
025890	PC Support Analyst III	U310	05T
066410	Plan Review-Water & Sewer U317	U317	015
056240	Planning Technician U315	U315	017
066560	PR/B/M Inspector I	U310	021
066520	PR/B/M Inspector II	U310	023
066500	PR/B/M Inspector III	U310	025
066580	PR/B/M Inspector Trainee	U310	020
015890	Quality Assurance Tax Analyst	U310	07R
045840	Radiologic Technician A/U U317	U317	017
033360	Receptionist	U310	02R
033300	Receptionist A/U U315	U315	007
034210	Records Specialist U317	U317	015
053150	Recreation Specialist U310	U310	019
030480	Research Specialist U310	U310	019
017200	Revenue Collection Specialist	U310	05R
017150	Revenue Collection Specialist Trainee	U310	04R
032240	Secretary - A/U U315	U315	013
032260	Secretary A/U U310	U310	013
032250	Secretary A/U U317	U317	013
050300	Senior Social Worker U310	U310	025
050310	Senior Social Worker U315	U315	025
050210	Senior Sub Abuse Counslr U310	U310	050
015820	Senior Tax Processing Specialist	U310	06R
015760	Senior Taxpayer Service Rep	U310	06R
084180	Senior Youth Program Wrkr U310	U310	019
017210	Senior Revenue Collection Specialist	U310	06R
051150	Social Service Prog Spec U315	U315	021
050480	Social Service Technician U310	U310	011
050510	Social Service Technician U317	U317	011
050360	Social Worker U315	U315	021
015850	Tax Processing Specialist	U310	05R
015800	Tax Processing Specialist Trainee	U310	04R
015770	Taxpayer Service Representative	U310	05R
015790	Taxpayer Service Representative Trainee	U310	04R
026900	Technician I	U310	01T

026870	Technician II	U310	03T
035720	Translator U310	U310	013
035750	Translator U317	U317	013
090390	Veterinary Assistant U310	U310	013
088240	Veterinary Clinic Coord U310	U310	015
045650	Vital Statistics Spec U317	U317	015
084270	Youth Program Aide U310	U310	009
084210	Youth Program Worker U310	U310	017

**Addendum B. Starting Pay Rates**

Rev. 6-22-2018

**Hourly Rates or Salary effective July 1, 2017 for new Members Hired into U315 (formerly 35 hour) positions (All employees work 40 hours)**

<b>Grade</b>	<b>Step 1</b>
005	10.13
007	10.84
009	11.68
011	12.18
013	13.10
015	14.09
016	14.43
017	15.13
019	16.25
020	16.67
021	17.46
023	18.79
025	20.12
028	21.59

**Hourly Rates or Salary effective July 1, 2017 for new Members Hired into U317 (formerly 37.5 hour) positions (All employees work 40 hours)**

<b>Grade</b>	<b>Step 1</b>
005	10.33
007	11.06
009	11.91
011	12.42
013	13.36
015	14.37
016	14.72
017	15.43
019	16.58
020	17.00

021	17.81
023	19.17
025	20.52
028	22.02

**Hourly Rates or Salary effective July 1, 2017 for new Members Hired into U310 (formerly 40 hour, salaried or part time) positions**

Grade	Step 1	
005	10.73	
007	11.49	
009	12.36	
011	12.88	
013	13.87	
015	14.91	
016	15.28	
017	16.01	
019	17.21	
020	17.65	
021	18.48	
023	19.90	
025	21.31	
028	22.86	
050	21.43	44,574.40
051	31.31	65,124.80

**Starting Hourly Rates for Members in the Department of Technology**

Grade	Step 1
01T	13.43
02T	15.90
03T	16.61
04T	19.90
05T	21.57

06T	26.44
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**Starting Hourly Rates for Members in the Revenue Commission**

<b>Grade</b>	<b>Step 1</b>
02R	11.48
03R	13.28
04R	14.49
05R	16.30
06R	19.92
07R	23.85



## Addendum C. RANDOM DRUG TESTING FOR METRO CORRECTIONS AND YOUTH DETENTION SERVICES

### Section 1. Statement of Policy

Metro Government and the Union recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective fire and rescue services for and service to the citizens of Louisville Metro by maintaining a drug-free workplace.

### Section 2. Notice of Policy

All Members shall be provided a copy of this Policy and all newly hired members will be provided with a copy of it on or about their initial date of hire. No Member shall be tested before a copy of this Policy is provided to him/her.

### Section 3. Definitions

- (A) “Illegal Drugs” means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.
- (B) “Reasonable Suspicion” means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations that would suggest that a Member may be in violation of this policy.
- (C) “Refuse to Cooperate” means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

### Section 4. Prohibitions

Members shall be prohibited from:

- (A) Reporting to work or working under the influence of illegal drugs.
- (B) Consuming or possessing illegal drugs at any time while on duty, or anywhere on any Metro Government premises or in any Metro Government vehicles, except when authorized in the line of duty.
- (C) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty.
- (D) Abusing any prescription drug.
- (E) Failing to report immediately to the department director, or director’s designee, any duty-related restrictions imposed as a result of prescription medications they are taking.

### Section 5. Drug Testing Permitted

(A) Reasonable Suspicion. Where Metro Government has reasonable suspicion to believe that a Member is: (a) abusing prescription drugs; or (b) possessing or using illegal drugs, Metro Government shall have the right to require the Member to submit to drug testing as set forth in this Policy. Members shall not be subjected to random medical testing involving urine

analysis or other similar or related tests for the purpose of discovering possible drug abuse, except as specifically provided for this Policy.

(B) Random Testing. During the workday, all Members are subject to random testing for drugs. The annual number of such random tests shall not exceed 50% of the number of employees of the Department subject to testing as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. Metro Government shall select employees for random testing using an approved random number generating computer program. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

(C) Post-Incident

An employee must submit to a drug and alcohol test after an on the job incident.

2. An incident for purposes of this policy is defined as an incident or injury in which:

- (a) A person dies or requires medical treatment or
- (b) Property damage is estimated by management at greater than \$500 or
- (c) A Metro Government vehicle is involved or
- (d) It involves an employee in a personal vehicle or equipment incident while on the job or
- (e) A citation is issued under local or State law for a moving traffic violation.

3. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to drug and alcohol test. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than eight (8) hours from the incident. Testing for drugs must take place no more than thirty-two (32) hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than forty-eight (48) hours after the incident unless unforeseeable circumstances prevent.

Section 6. Test To Be Conducted

In conducting the testing authorized by this Agreement, Metro Government shall comply with the following:

- (A) The lab selected to perform drug tests shall be federally certified to do drug testing.

- (B) After initial identification confirmation, the specimen collected from the Member shall be identified only by the Member's social security number or acceptable coding throughout the testing process.
- (C) A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- (D) The standard ten (10) panel drug screen shall be used by the testing laboratory.
- (E) Metro Government's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months (provided written notice is given the lab by Metro Government before the expiration of the 12-month period) or for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- (F) Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's own expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.
- (G) Metro Government will require that its drug testing lab report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that a Member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Policy, a positive drug test results means the presence of drugs and/or their metabolites in a Member that is equal or exceeds the levels set forth in this Policy.
- (H) Provide each Member tested with a copy of all information and reports received by Metro Government in connection with the testing and the results.
- (I) Testing Procedures

Initial Test Level (ng/ml)<sup>1</sup>

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 <sup>2</sup>
4.	Phencyclidine	25
5.	Amphetamines	1,000

All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

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<sup>1</sup>Nanograms per milliliter

<sup>2</sup>23 ng/ml if immunoassay specific for free morphine

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than highest standard curve value.”

Confirmatory Test Level (ng/ml)

1.	Marijuana metabolites <sup>3</sup>	15
2.	Cocaine metabolites <sup>4</sup>	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500

Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

Section 7. Drug Testing Standards (HHS Standards)

All testing will be done pursuant to Federal Standards.

Section 8. Disciplinary Action

A Member who tests positive for illegal drugs shall be subject to discharge.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member’s expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive.

Section 9. Employee Assistance Program

Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Policy. EAP Administrator and EAP staff assigned to a Member’s case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Policy for seeking such assistance.

Section 10. Records Retention and Use

Records of a positive drug test or refusal to submit to such test as provided in the Policy shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, CSB (Civil Service Board) appeal or appeal thereof. All

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<sup>3</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>4</sup> Benzoyllecgonine.

such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

Section 11. Changes in Testing Procedure

The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedures that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

Section 12. Conflict With Other Laws

This Policy does not supersede or waive any rights that the Member may be entitled to under the Federal or State constitutions or laws. Any action taken pursuant to the Policy, including any positive test results shall not be used as evidence or otherwise in any criminal proceeding against the Member.

Section 13. Right of Representation

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.