ORDINANCE NO. 025, SERIES 2014

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (DECEMBER 20, 2013 THROUGH JUNE 30, 2017) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION CONCERNING CERTAIN EMPLOYEES OF THE LOUISVILLE METRO POLICE DEPARTMENT.

SPONSORED BY: Councilman David Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the Louisville Metro Traffic Guards Association concerning certain employees of the Louisville Metro Police Department.

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

Section I. The Collective Bargaining Agreement (December 20, 2013 through June 30, 2017) reached between Louisville/Jefferson County Metro Government and the Louisville Metro Traffic Guards Association for and on behalf of bargaining unit employees within the Louisville Metro Police Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

Section II. This Ordinance shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

Jim King
President of the Council

Greg Fischer
Mayor

3/3/14
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY:

LOUISVILLE METRO COUNCIL
READ AND PASSED
February 27, 2014

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION

Effective Date: December 20, 2013

Expiration Date: June 30, 2017

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 20th day of Dec. 2013, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION (hereinafter referred to as "Association").

ARTICLE 1. SCOPE

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. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of the Louisville Metro Police Department for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" means employees of the Louisville Metro Police Department for whom the Association was recognized as exclusive bargaining representative in the classifications of Traffic Guards, but excluding all positions supervisory in nature or above.

ARTICLE 2. MANAGERIAL RIGHTS

It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the exclusive rights of the Metro Government include, but are not limited to, the right to:

a. determine the mission of its constituent departments, divisions, commission, and boards;
b. set standards of service;
c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions;
d. direct its employees;
e. take disciplinary action;
f. relieve its employees from duty because of lack of work or for other legitimate reasons;
g. maintain the efficiency of governmental operations;
h. determine the methods, means and personnel by which operations are to be conducted, including but not limited to, the right to assign Traffic Guards covered under this agreement to traffic control duties other than at school crossings as the need arises;
i. determine the content of job classifications;

j. take all necessary actions to carry out its mission in emergencies or otherwise;
k. exercise complete control and discretion over its organization and the technology of performing its work

It is expressly intended that the duties, responsibilities and functions of the Metro Government in the operation of its Police Department shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

ARTICLE 3. SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, 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. Nothing herein shall be construed to prohibit the Chief of Police from promulgating and adopting reasonable rules and regulations not contradictory to the express 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 POLICY MANUAL

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made thereto during the term of this Agreement shall apply to the Members.

ARTICLE 6. WAGE AGREEMENT

For Members on the payroll effective July 1, 2013 through June 30, 2014, the pay scale in the chart below will apply:

Job Code	Job Title	Rate
085510	Traffic Guard III	$ 11.96
085540	Traffic Guard II	$ 11.96
085570	Traffic Guard I	$ 11.96

Effective July 1, 2014 through June 30, 2015, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Effective July 1, 2015 through June 30, 2016, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Effective July 1, 2016 through June 30, 2017, Members on the payroll will receive a two percent (2%) cost of living adjustment.

ARTICLE 7. REGULAR HOURS WORKED AND ADDITIONAL HOURS

A Traffic Session for the purpose of this Agreement means a school traffic session in the morning or afternoon at a single school. The Association is comprised of the following classifications:

A. Traffic Guard I - works two (2) traffic sessions per day and will receive four (4) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard I. A Traffic Guard I may be considered a Rover. Rovers are required to be available by telephone, dressed in their uniforms, and able to respond immediately to work for one (1) or both morning sessions and/or one (1) or both afternoon sessions that LMPD decides to staff. LMPD shall set the hours Rovers must be available for call-in. Rovers who do not respond to calls for assignment will be subject to discipline. The discipline includes loss of pay for sessions for which they were unavailable. If LMPD calls a Traffic Guard and he/she does not respond, they may not receive the two (2) or four (4) hours of pay for that day. A Traffic Guard I may volunteer to work one or two (1 or 2) additional sessions per day if vacant sessions exist and LMPD chooses to fill these sessions. For each extra session worked, the Traffic Guard will receive two (2) additional hours of pay.

B. Traffic Guard II -- works three (3) traffic sessions per day and receives six (6) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard. A Traffic Guard II, who has not been given three (3) permanently assigned sessions, will be considered a temporary Rover. A temporary Rover will be required to bid on all available slots that fit the Rover's working schedule. The Chief, or his designee, will determine the reasonableness of the bid (i.e., time and distance) for each slot. Rovers are required to be available by telephone, dressed in their uniforms, and able to respond immediately to work for one (1) or both morning sessions and/or one (1) or both afternoon sessions that LMPD decides to staff. LMPD shall set the hours Rovers must be available for call-in. Rovers who do not respond to calls for assignment will be subject to discipline. The discipline includes loss of pay for sessions for which they were unavailable. If LMPD calls a Traffic Guard and he/she does not respond, they may not receive the two (2), four (4) or six (6) hours of pay for that day. A Traffic Guard II may volunteer to work one (1) additional session per day if the vacant session exists and

LMPD chooses to fill these sessions. For working an additional session, the Traffic Guard will receive two (2) additional hours of pay.

C. Traffic Guard III - works four (4) traffic sessions per day and receives eight (8) hours of pay per day. The assigned sessions will be at permanently assigned locations.

D. LMPD will designate "Home Schools" for one (1) or both afternoon sessions for each Traffic Guard who is considered a Rover. Rovers will report to their "Home Schools" at the direction of LMPD when no other assignment is available for them.

ARTICLE 8. TRANSFERS

Section 1. When a school post becomes open, Members will be advised of the availability of the post during a Traffic Guard meeting. Any Traffic Guard interested in the named school must respond back to the Traffic Guard Supervisor either electronically or in writing within five (5) business days Selection and placement will be based on performance, seniority, job ability, and the Traffic Guard acquiring through the bidding process the number of permanently assigned sessions applicable for the classification sought. LMPD may not approve a Member's request if time and distance would make it impractical for the Member to work the available traffic posts. In that event, the Member with seniority who was not selected may bid on future vacancies. A Traffic Guard who has lost his/her post, due to school closing or post deletion will be given priority and are required to bid on future openings. LMPD will assign any displaced Traffic Guard (I, II, III) who is a temporary Rover and has failed to bid on a reasonable vacancy, to any school vacancy, if, based on time and distance, LMPD determines the Traffic Guard can cover the session. The final decision of placement will be made by the Chief of Police or his/her designee. All decisions are final. When the post is filled, the Traffic Guard will start the new position the following Monday.

Section 2. When a permanent vacancy occurs in a Traffic Guard II or III classification, Members will be advised of the availability of the position(s) at the next Traffic Guard meeting and the vacancy will be posted in the Traffic Office for five (5) days, on a bulletin board designated for Traffic Guard postings. Any Traffic Guard interested in moving between Traffic Guard classifications shall submit a request in writing, within five (5) days, to the Traffic Guard Supervisor. Selection will be made within fourteen (14) days in accordance with Article 7, section B or C, whichever is applicable. However, LMPD may not approve a Member's request if time and distance would make it impractical for the Member to work the available traffic posts. In that event, the Member with seniority who was not selected may bid on future vacancies. When the post is filled, the Traffic Guard will start the new position the following Monday.

ARTICLE 9. UNIFORMS

Each Traffic Guard who is required to wear a uniform shall be entitled to an annual uniform allowance each fiscal year during the term of this Agreement payable on the first regular

pay period after August first of each year. For fiscal year 2013/2014, the uniform allowance shall be five hundred dollars ($500.00), for fiscal year 2014/2015, the allowance shall be five hundred dollars ($500.00), for fiscal year 2015/2016 the allowance shall be six hundred dollars ($600.00) and for fiscal year 2016/2017, the allowance shall be seven hundred dollars ($700.00). All mandatory equipment such as reflective vests, flashlights, batteries, stop signs, and flares will be provided by Metro Government. This uniform allowance is to cover the cost of replacement of uniform(s) due to normal wear and tear. Metro Government shall make reasonable replacement of uniform(s), in whole or part(s), due to damage caused in the "line of duty."

ARTICLE 10. HEALTH INSURANCE

Members in the classifications of Traffic Guard II and Traffic Guard III will be eligible to receive the health insurance coverage provided to all Metro Government employees. During the summer school break, Members enrolled in a medical plan will be allowed to continue health insurance coverage by paying the full monthly premium (employee and employer portion). However, if the Member receives pay (wages/earning or vacation pay) during this time, as reported by the Member's Payroll Representative, then the employee's portion of the premium may be deducted from the employee's pay. Metro Government will pay the employer portion for that pay period.

If the Member elects to not receive pay (wages/earnings or vacation pay) during the summer break period (has no reportable earnings), then the Member may choose to make payment directly to Louisville Metro Government Human Resources Benefits, if the Member wishes to continue their health plan during the summer school break period. Human Resources Benefits will process a payment request for the health plan in which the Member is enrolled at the time of the summer break. The payment request will be mailed to the Member's address on file and will list the premium amount due as well as the premium's due date. Payment must be in the form of a check or money order payable to Louisville Metro Government. If the premium payment is not received by the due date, coverage will be cancelled as of the end of the month in which a full month's premium payment was processed. The Member will not be able to reinstate coverage until the Member returns to work from summer break. Once the Member has returned to work, coverage will automatically be reinstated the first of the following month after the Member's return to work date.

In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with health care reform PPACA, and IRS regulations.

ARTICLE 11. LIFE INSURANCE

Metro Government will provide both single and double session Traffic Guards with a group life insurance plan with $15,000.00 (Fifteen Thousand Dollars) coverage upon the death of the employee. Traffic Guards shall have access to the same family member life insurance

coverage provided all Metro Government employees by paying the full premium if they wish to participate.

ARTICLE 12. MANDATORY MEETINGS

There will be mandatory meetings every other week with the Police Department and all Traffic Guards during each school year. In-service training may be provided during these meetings. Members shall be paid a minimum of four hours of pay for attendance at a mandatory meeting.

ARTICLE 13. EMERGENCY SCHOOL CLOSING DAY

Traffic Guards who are unable to work due to an emergency closing of the schools, shall receive their normal pay for work scheduled on one (1) such cancelled day per fiscal year.

ARTICLE 14. SICK DAYS

Unless otherwise specified herein, Traffic Guards shall accrue sick days and may use sick days consistent with the Personnel Policy for Metro Government employees, attached hereto in its entirety, as it may be revised, amended or otherwise changed during the term of this Agreement. Members will accrue pro-rated sick leave when regularly scheduled for a minimum of twenty (20) hours per week.

ARTICLE 15. VACATIONS

Traffic Guards who work a minimum of seventeen and one-half (17.5) hours per week shall be granted leave with pay for vacation to be taken at such reasonable time as provided by the Police Chief with regard to the needs of Metro Government. Traffic Guards shall earn vacation credit on a pro rata basis. In determining the rate of accrual, the estimated annual hours of the Traffic Guard shall be divided by two thousand eighty (2080) hours to determine the pro rata percentage of normal accrual.

Unless otherwise specified herein all conditions concerning the accrual and use of vacations shall be the same as the Personnel Policy for Metro Government employees as it may be revised, amended or otherwise changed during the term of this Agreement. Vacation shall not be considered time worked for the purpose of overtime.

However, in the event a Traffic Guard works an overtime detail to control traffic during a festival or other special event, where Metro Government is being reimbursed for total traffic control detail personnel costs of at least fifty percent (50%) – including benefits -- vacation shall be considered time worked for the purposes of overtime for those hours worked on the special event.

ARTICLE 16. HOLIDAYS

Traffic Guards shall be granted the day off with appropriate pay for the following holidays:

Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving Day	Day Following Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May

In addition, Traffic Guards shall be granted two additional Floating Holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in the calendar year in which they are accrued. A Traffic Guard is not paid for unused Floating Holidays at the end of a year or upon termination of employment. Traffic Guards hired between January 1 and June 30 will receive both Floating Holidays their first calendar year of employment. Traffic Guards hired between July 1 and October 31st will receive one Floating Holiday in their first calendar year. Traffic Guards hired after October 31 will not receive a Floating Holiday their first calendar year of employment.

Unless otherwise specified herein all conditions concerning the accrual and use of holidays shall be the same as the Personnel Policy for Metro Government employees as it may be revised, amended or otherwise changed during the term of this Agreement. Holidays shall be considered time worked for the purpose of overtime.

ARTICLE 17. FUNERAL LEAVE

To protect Members from losing pay for attending the funeral of a loved one, Members may be granted funeral leave with pay, as set out below, to attend the funeral of a member of the Member's immediate family.

"Immediate family" shall be defined as the following: parents, spouse, mother or father-in-law, step parents, a former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren.

Members may be compensated for a period up to three (3) consecutive workdays, one (1) of which must include the funeral, as actually needed to attend the funeral. The approval of the Chief or designee is required. The number of days approved will be at the discretion of the Chief or designee. Funeral leave will not extend beyond the day after the funeral. Members may be required to provide proof of need for Funeral Leave. Funeral leave shall be considered time worked for the purpose of overtime.

ARTICLE 18. ADDITIONAL HOURS OF WORK AND SPECIAL ASSIGNMENT DUTY AND PAY

Section 1. Additional Hours of Work

A. The opportunity to perform traffic control duties for other festival or special events, in addition to the Members' regular duties, for which LMPD has at least seventy-two (72) hours of advanced notice that traffic control officers are needed, shall be offered to Members starting with the most senior and progressing through the entire roster of Members by rotations before returning to the top of the seniority list. Additional hours of work or special assignment under this Article shall not affect the Member's classification as a Traffic Guard I, II or III.

B. Upon a Traffic Guard's acceptance of an offer for additional work other than a school corner (later referred to as a detail), they will be added to the detail roster. As expected with all scheduled work the Traffic Guard is to be present at the time and place designated unless authorized by competent authority. Unauthorized absence will subject the Traffic Guard to discipline.

C. LMPD shall maintain a "no call' list for non-mandatory overtime. Members on the "no call" list will not be notified of opportunities to perform traffic control duties additional to their regular duties.

D. The opportunity to perform traffic control duties for other festival or special events, in addition to the Member's regular duties, for which LMPD has less than twelve (12) hours of advanced notice that traffic control officers are needed or in situations where vacancies on pre-filled sessions occur because of illness, injury, or other excused absence of a Member, shall be offered to Members at the discretion of LMPD.

Section 2 . Special Duty

A. When requested, Traffic Guards shall be required to perform traffic control duties during the following festivals and special events:
Kentucky Derby, Kentucky Oaks, Thunder Over Louisville, Pegasus Parade, Marathon/Mini Marathon, Rodes City Run, Breeders Cup.
However, Traffic Guards who are sixty-five (65) years of age or older are exempt from working mandatory details but shall be allowed to work such details at their request consistent with Section 1 herein.

B. When performing the duties of traffic control other than at regular school crossings, Traffic Guards shall be paid at the starting rate of a Traffic Control Officer II.

Section 3. Field Trainer Guards

The Louisville Metro Police Department will develop a Traffic Guard Field Training Program for training newly hired guards, as well as provide remedial training for guards who require additional training.

Trainer selections will be made from an application process (regarding traffic guards/traffic control officers – refer to internal unit SOPs) open to all classifications of traffic guards. Trainers will receive a stipend of one and one half (1 ½) hours pay (one hour of overtime) for each day they train a traffic guard.

ARTICLE 19. WORKERS' COMPENSATION

As authorized by Kentucky Workers Compensation laws and regulations, specifically KRS 342.020, 803 KAR 25:096 and 803 KAR 25:110, Louisville Metro Government has become a part of a managed health care system. Except for emergency medical care, as defined in the foregoing laws, all treatment of work related injuries and illnesses must be obtained through the managed health care system's approved gatekeeper and/or network physicians. Any treatment which is obtained from medical providers who are not approved by the managed health care system will be at the employee's sole expense to the extent provided for in K.R.S. 342.020.

ARTICLE 20. 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.

ARTICLE 21. ASSOCIATION FEES

Section 1. Membership in Union is not compulsory. Members have the right to join or not join and neither the Union nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by the Union, the amount of which shall be determined as set forth in Metro Louisville Code of Ordinance Section 35.056.

Section 2. The check-off of regular Union 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. Members wishing to revoke their union membership must notify the Metro Government and Union expressly and individually, in writing by certified mail. The fair share fee may be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members.

Section 3. Union dues and fair share fees shall be deducted each payroll in an amount certified by Union. All Union dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of Union by the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify the Metro Government of the cost of representation by the Union and the date

for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

ARTICLE 22. 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) Disciplinary actions

Section 2. A grievance may be initiated by the Association or an aggrieved Member. The 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 Association representation (a steward or officer) at any 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 the Association could have reasonably known of the aggrieved event, the Member and Association shall meet with the Member's most immediate supervisor outside of the bargaining unit and attempt to resolve the grievance.

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

Step 3. If after this conference, the grievance is still not resolved, within ten (10) workdays of receipt of the Chief's or designee's written answer, the Member and Association 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 the Association to assist in resolving the grievance. The Member's representation at this and all subsequent steps in this grievance procedure is limited to one steward or employee-officer and two (2) non-employee representatives,

inclusive of an attorney, if used. Within thirty (30) days of receipt of the grievance, the Human Resources Director will make a determination and advise the Chief or designee and the Member and Association of the decision in writing.

Step 4. If the Member and Association are still aggrieved after the decision of the Director of Human Resources, the Member and Association may forward the grievance in writing within twenty (20) workdays from the receipt of the Director's decision to the Louisville Labor Management Committee. The Committee's designee may schedule a conference with the aggrieved Member to assist in its determination. Within thirty (30) days after receipt of the grievance, the Committee's designee will make a determination and advise the Director of Human Resources, the Member and Association of its recommendation. The Committee's designee 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 Committee's designee shall consider only the specific issue or issues submitted to it and shall confine its recommendation to a determination of the facts and an interpretation and application of this Agreement.

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

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, the Member or Association may advance the grievance to the next step.

Section 5. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of the termination of this Agreement.

Section 6. Members required to attend presentations, conferences or hearings during the grievance procedure held during their regular work time 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.

ARTICLE 23. PHYSICAL STANDARDS

All Traffic Guards I, II, III will be mandated to have an annual vision and hearing test beginning at the age of sixty-five (65) or older. The vision and hearing tests will be taken in the Member's birth month each year. Metro Government will pay the cost of the test, as well as compensate the employee for their time, if the employee goes to the Metro health provider. The Member has the option of going to their private medical provider at their own expense, but must provide documentation to show proof of the tests. The Member has thirty (30) days to remedy any correctable problem (i.e., glasses, stronger lenses or hearing aide). The Member will be

placed on modified duty from the date of the appointment for the vision and hearing test when corrective action was recommended. Failure to comply with testing, correction action, or if there is an uncorrectable medical problem that does not allow a Member to meet safety standards, will result in separation from employment with Metro Government. Safety standards for vision are 20/40 or better with corrective aids, and must pass an audio hearing test with or without hearing aid.

ARTICLE 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 (http://www.ada.gov/publicat.htm#Anchor-14210).

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

ARTICLE 25. ENTIRE AGREEMENT

Section 1. Metro Government and the Association shall not be bound by any requirement not specifically stated in this Agreement. Metro Government and the Association are not bound by any past practices or understandings of Metro Government or the Association unless recognized by 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 representative and the representative of the Association.

ARTICLE 26. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 1, 2013 through June 30, 2017.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 20th day of December, 2013.

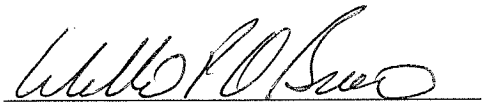
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____ Date: 12-20-13
GREG FISCHER, MAYOR

LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION

By: Barbara Harbsmeier Date: 12-12-2013
BARBARA HARBSMEIER
ASSOCIATION REPRESENTATIVE

APPROVED AS TO FORM:



MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY