ORDINANCE NO. 154, SERIES 2015

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (AUGUST 17, 2015 – JUNE 30, 2018) RELATING TO WAGES, HOURS, WORKING CONDITIONS, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2629 CONCERNING CERTAIN CIVILIAN MEMBERS OF THE LOUISVILLE METRO CORRECTIONS DEPARTMENT.

Sponsored By: Councilmember Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the Federation of State, County and Municipal Employees, AFL-CIO, Local 2629 concerning certain civilian members of the Louisville Metro Corrections Department.

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

SECTION I: The Collective Bargaining Agreement (August 18, 2015 – June 30, 2018) reached between Louisville/Jefferson County Metro Government and the Federation of State, County and Municipal Employees, AFL-CIO, Local 2629 on behalf of civilian members of the Louisville Metro Corrections Department concerning wages, hours, working conditions, benefits and other terms and conditions of employment 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

David W. Tandy
President of the Council

Greg Fischer
Mayor

9/28/15
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
September 24, 2015

BY:

CBA Corrections Civilian Supervisory Emp w AFSCME 081815-063018 ROC sjm

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

AFL-CIO, LOCAL 2629

CERTAIN CIVILIAN MEMBERS OF

LOUISVILLE METRO CORRECTIONS

EFFECTIVE DATE: August 17, 2015

EXPIRATION DATE: JUNE 30, 2018

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 17th day of August, 2015, by and between Louisville-Jefferson County Metro Government (hereinafter "Metro Government"), and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2629 (hereinafter "AFSCME"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of its Members in the Louisville Metro Corrections Department.

ARTICLE 1 RECOGNITION

Section 1. Metro Government recognizes AFSCME as the exclusive representative for AFSCME Members of the Louisville Metro Corrections Department for the purpose of collective bargaining on all matters within the legitimate scope of representation. Metro Government shall consider the positions and the proposals of AFSCME as the bargaining positions and proposals of all Members, individually and collectively, in said unit. AFSCME recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 2. As used in this Agreement, unless the context requires otherwise, the term "Members" means Members of the Louisville Metro Corrections Department in the classifications of Corrections Technician, Senior Corrections Technician, Corrections Support Technician, and Prisoner Classification Interviewer.

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.

Section 4. 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 2 INTENT OF THE PARTIES

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. 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 rights of Metro Government include, but are not limited to, the right to: determine the mission of the Corrections Department, take disciplinary action for just cause, lay off its Members because

of lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3 SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all federal, state and local laws. Nothing herein shall be construed to prohibit the Corrections Director from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules not inconsistent with the provisions of this Agreement.

ARTICLE 4 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 from each pay period 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 (10th) 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 Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME union position.

ARTICLE 5 UNION BUSINESS AND UNION STEWARDS

Section 1. Contract Negotiations

AFSCME may be represented by its President and Vice-President and not more than three (3) 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 Director. The Director should be notified if there is a change in representatives on a temporary or permanent basis.

Section 2. Stewards

Metro Government recognizes the right of the Union to designate a Lead Steward and stewards to handle such union business as may from time to time be delegated to them by the Union. The Union shall furnish the names of the stewards in writing to the Director. There shall be, in addition to the Lead Steward, a total of four (4) stewards, one (1) on each shift and one (1) assigned to CCC dayshift.

A. The authority of Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

(a) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:

  (i) have been reduced to writing, or;

  (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with Metro Government's 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 work station during his scheduled working hours for any purpose set forth herein, such Steward shall so notify his/her supervisor and shall receive permission for such leave unless, in the opinion of the supervisor, a bona fide emergency exists or hazardous conditions would exist if the Steward's work station was unattended. The supervisor shall exert every reasonable effort to make it possible for the Steward to leave his workstation for any of the aforesaid purposes.

C. Metro Government agrees to grant the necessary and reasonable time off, up to five (5) consecutive work days per year, without discrimination or loss of seniority rights and with pay to one (1) Lead Steward only to attend a labor convention or serve in any capacity or other official union business.

Section 3. 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. 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 shall 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.

(C.) Solicitation of membership and activities concerned with the internal management of AFSCME, such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours, except during designated lunch and break times in designated break areas. All employees involved in this solicitation process shall be on a designated lunch and/or break.

Section 4. **Unpaid leaves approved**

Upon the approval of the appropriate Director or designee and at the request of AFSCME, one (1) Member who is elected or appointed to a position 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 one (1) weeks' written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement, or extension thereof.

Section 5. **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 6. **Record of New and Rehired Employees**

Metro Government shall provide AFSCME, within a reasonable time period, reports on hired, vacant and terminated AFSCME Union positions.

Section 7. **Union Orientation**

AFSCME will be allowed fifteen (15) minutes during Metro Government's orientation process for newly hired 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 within no less than five (5) business days.

Section 8. **Meeting Space**

Metro Government agrees to provide meeting space, if available, upon request to the appropriate Metro Government official.

The department will make every effort to provide an area of privacy for the steward and grievant when engaged in grievance handling, or matters pertaining to employee discipline.

Section 9. **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.

Section 10. The parties agree that they will each pay one-half (1/2) the cost of printing the new Agreement document.

Section 11. **Labor-Management Meetings/Committees**

Metro Government and AFSCME shall meet no less than once per calendar quarter 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 work place safety, job classifications, training needs, staffing concerns and other general issues.

Both Management and AFSCME may be represented by up to five (5) Members with names to be provided to each in advance. Additional representatives may be added by mutual agreement of the parties. 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, the supervisor shall make every reasonable effort to 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.

ARTICLE 6 PROHIBITION OF STRIKES

Section 1. Metro Government and AFSCME mutually agree that in consideration of the grievance and arbitration provision contained herein, there shall be no strike, lockouts, work stoppage, slowdowns or disturbances even a momentary nature for the term of this Agreement.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if a Member refuses to go through a bona fide picket line.

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this Agreement, AFSCME shall not be liable for damages resulting from such unauthorized acts of its Members. While AFSCME shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hours of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further mutually agreed that the President of AFSCME will, within two (2) weeks of the date of the signing of this Agreement, serve upon Metro Government a written notice, which notice will list AFSCME's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for AFSCME generally, and have sole authority to act for AFSCME. AFSCME shall make immediate efforts to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 7 STANDARD OPERATING PROCEDURE

Section 1. The Department has the right to promulgate reasonable policies, operating procedures, rules and regulations, and Director's bulletins, including those concerning disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No change in such policies, operating procedures, rules and regulations shall be effective until it has been posted on bulletin boards in all departments for a period of ten (10) calendar days. Any change shall be forwarded to AFSCME ten (10) days prior to the effective date.

Section 3. The Director may issue Director's bulletins in lieu of revisions to policies, operating procedures, rules and regulations, provided however, Director's bulletins terms shall not be longer than ninety (90) days, nor form the basis of any disciplinary action against a Member within the first ten (10) days of issuance.

Section 4. The Department shall provide all Members access to all policies and procedures, rules, regulations and post orders. In addition, the Department shall provide updated master copies for Members to review during non-working hours for a reasonable period of time, at a location convenient to their place of work.

ARTICLE 8 SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of Members shall begin with the most recent date of employment with Corrections in a position covered by either this Collective Bargaining Agreement or by the AFSCME Master CBA, Article 25 – Department Specific Provisions, Section 4 – Division of Corrections (both represented by AFSCME Local 2629, provided however, all probationary Members must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with Corrections in a position covered by either this Collective Bargaining Agreement or by the AFSCME Master CBA, Article 25 – Department Specific Provisions, Section 4 – Division of Corrections (both represented by AFSCME Local 2629).

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

(a) Discharged for cause.
(b) Voluntarily resigns.
(c) Is laid off for lack of work and not recalled within two (2) years of such layoff.
(d) Fails to return to work within seven (7) days after having been notified to do so after a layoff.

When employment is terminated for any of the above reasons and the Member subsequently is reemployed, he shall be considered a new Member for all purposes. Should a Member be released from work due to a disability or illness, paid or unpaid, the Member's seniority rights shall continue to accumulate during such period of disability or illness until such time as it is determined that the Member will not be able to return to work due to the disability or illness.

Section 3. A Member who transfers to a position covered by either this Collective Bargaining Agreement or by the AFSCME Master CBA, Article 25 – Department Specific Provisions, Section 4 – Division of Corrections shall retain his/her seniority for ten (10) days. If the Member returns within the ten (10) days, the Member shall have no loss of seniority.

Section 4. 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 the seniority list and each revision to AFSCME Stewards as requested.

Section 5. AFSCME will agree or file a notice of dispute within ten (10) days of the posting of the Seniority list by Metro Government. Absent such Notice, the Seniority List shall become final.

Section 6. In the case of accretion, Metro Government and AFSCME shall discuss seniority of affected Members prior to ratification.

Section 7. When two (2) or more Members of Civilian Corrections 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 regardless of legal name change status. (i.e. married, divorced, etc.)

ARTICLE 9 LAYOFF AND RECALL

Section 1. When it becomes necessary to layoff Members, the Members with the least seniority standing shall be the first to be laid off, provided such Members retained are capable of doing the work remaining.

Section 2. When positions are reinstated, former Members who were laid off in accordance with Section 1 of this Article, shall be offered recall in the reverse order in which they were laid off within the affected job classification, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than two (2) years has elapsed since their last layoff.

Section 3. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 4. At the time of layoff, AFSCME Officers and Stewards shall hold 'super seniority' for the purposes of layoff only.

ARTICLE 10 PROBATIONARY PERIOD

Section 1. All newly hired Members shall be considered probationary Members. The initial probationary period is defined to mean an on-the-job evaluation period of not more than six (6) months, during which time a Member is required to demonstrate his/her fitness for employment.

Section 2. During the initial probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff, or discharge said Member as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedure as set forth in this Agreement.

Section 3. The probationary period may be extended an additional ninety (90) days at the option of the Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation.

ARTICLE 11 TRANSFERS AND TRADES

Section 1. Members shall be notified by the Director of an intended involuntary transfer or duty assignment by seven (7) days written notice. Nothing herein shall prevent a

Member from voluntarily requesting a transfer or duty assignment upon a showing of specific cause not exceeding sixty (60) days.

Section 2. Members may trade off days or shifts within their departments, if both Members are qualified to perform their duties, with the approval of and notification to the shift supervisor. The trade must be completed within a given work week and must be submitted in writing with signatures of all parties involved no sooner than seven (7) days prior to the trade. Any change of scheduled off days or shifts that results or necessitates the utilization of overtime will not be permitted. A Member may trade off days or shifts no more than three (3) days in a calendar month. Members trading off days will not be forced for overtime.

ARTICLE 12 DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. Members will be notified of the intent to issue any discipline or counseling within seven (7) days from the time the incident occurred, or management could have reasonably known of the incident. Then management shall have fourteen (14) days in which to impose said discipline or counseling. However, any disciplinary action taken for minor infractions shall be progressive and will include:

(a) warning
(b) written reprimand
(c) suspension
(d) discharge

Section 2. Warning notice shall be effective for a period of nine (9) months from the date of issuance. Written notice of disciplinary action, suspension, discharge, setting forth cause shall be given the Member with a copy to the Steward and the AFSCME office. Progressive action will only be advanced when the incident is of a like nature.

Section 3. No Member shall be disciplined, suspended or discharged because of race, color, creed, national origin, sex, age, political or religious affiliation or membership in any labor or lawful affiliated organization, or because of discriminating personal dislikes.

Section 4. A copy of the appropriate form applicable to each Member whose employment is terminated for any reason shall be furnished by Metro Government to AFSCME within a reasonable period following such termination.

Section 5.
(a) 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.
(b) A Member who is terminated for just cause shall be suspended immediately and may proceed at the Member's election with the grievance procedure.
(c) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director of Human Resources has been held. In this event the Member must file a grievance within five (5) working days of termination. Thereafter the Director or designee shall have seven (7) working days to hold a review of the termination unless

agreed otherwise by mutual consent. AFSCME Steward and/or the bargaining agent shall be present at the review.

(d) The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within five (5) days. If the termination is affirmed, the Member shall be suspended without pay until the grievance has been finally determined.

Section 6. Metro Government shall not transfer a Member for any arbitrary, punitive or discriminatory reason.

Section 7. 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, or non-Metro AFSCME representative are available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

ARTICLE 13 INVESTIGATION PROCEDURES

Section 1. Complaints

When any person alleges misconduct or rule violations by a Member, the allegations shall be reduced to writing, and may be signed and sworn to by the person and such complaint may be referred to the Professional Standards Unit for investigation. The Department is not obligated to investigate an anonymous or unsigned complaint. If the complaint alleges criminal activity on behalf of a Member, the complaint shall be referred to the Louisville Metro Police Department.

Section 2. Professional Standards Unit Procedure

Once the Professional Standards Unit has been referred a complaint as set forth in Section 1 herein, the following procedures shall be followed:

A. No Member may be questioned by the Professional Standards Unit regarding alleged misconduct or rule violations until the Member has received forty-eight (48) hours written notice. The forty-eight (48) hours written notice shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct. Questioning of Members shall be conducted only while the Member is on duty, unless an emergency exists as determined by the Director or Deputy Director.

B. A Member may be required to submit a written report concerning the alleged misconduct upon request or within twenty-four (24) hours after said incident that was the subject of the complaint.

C. All interviews of Members, complainants and other witnesses shall be taped. These tapes must be preserved for later transcription should it become necessary. Statements obtained from complainants shall be transcribed and sworn.

D. Upon request of the Member under investigation or the Member's representative, the Member shall be provided a copy of the transcript of his/her interview (if one has been made) or a copy of the audio tape of his/her interview upon the completion of the investigation.

E. The Professional Standards Unit investigations shall be completed within sixty (60) days of the date of the complaint being referred to it, unless there are exigent circumstances requiring extensions. Extensions may be given in thirty (30) day increments, if necessary, by the Director. A Member shall receive written notice setting forth the need for any extension.

F. The Director or Deputy Director upon receipt of the investigation shall find each allegation, or if there is more than one, each of the allegations, to be either: unfounded; exonerated; closed; closed by exception; not sustained; or sustained.

G. If after review, the Director or Deputy Director finds that the complaint is unfounded, a Member is exonerated, or not sustained, then such finding shall be reduced to writing and forwarded to the Member within fourteen (14) days. If the Member has been suspended without pay and allowed to use annual leave during this review, then upon this finding, the annual leave used will be re-credited.

H. If after review, the Director or Deputy Director finds that the complaint is sustained and the Member is guilty of misconduct or rule violation, the Director or Deputy Director shall notify the Member and AFSCME in writing within fourteen (14) days of their intent to impose counseling or discipline. Such discipline shall be imposed pursuant to the Discipline Article and timelines herein.

ARTICLE 14 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 are 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, 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 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 14, 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.

ARTICLE 15 DRUG TESTING

A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

ARTICLE 16 HEALTH AND SAFETY

Section 1. The Department shall take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and AFSCME and all Members shall cooperate in all matters concerning the health and safety of Members.

Section 2. All inmates will be given medical interviews for contagious diseases.

Section 3. Members who may be placed in contact with any inmate suspected of having a contagious disease shall be placed on notice as soon as possible after the Department learns of such contagious disease.

Section 4. Metro Government and the Department will follow the recommendations for treatment and care of infected inmates that have been issued by Metro Government Department of Health and the Center for Disease Control, including, but not limited to, proper

protective clothing for all Members who come in contact with the infected inmates. The parties mutually agree to upgrade preventive and protective measures in the future, as needed.

Section 5. Metro Government agrees to provide blood borne pathogen screening within seventy-two (72) hours of a Member's exposure at no cost to the Member.

Section 6. Metro Government will provide annual mandatory tuberculosis/hepatitis testing/inoculations at no cost to the Member.

ARTICLE 17 PERSONNEL FILES

Section 1. All official personnel records are the property of Metro Government and shall be maintained by its Human Resources Department. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of the Commonwealth of Kentucky.

Section 2. Any Member, or any Union representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's files upon presenting the written request to Metro Government's Human Resources Director or designee, during reasonable hours of operation. The Member may have copies made of his/her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

Section 3. A Member may submit written documentation for his/her official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

Section 4. A medical file will be maintained on a Member that is separate and distinct from a Member's personnel file; this file is maintained under the strictest of confidence and is housed in the Office of Corrections.

Section 5. One (1) supervisory file may be maintained on each Member. This file may contain notes by the supervisor concerning the Member's job performance or conduct, notes made in performance reviews or other counseling sessions with the Member, copies of completed work assignments, drafts or work in progress and informal written communications between the Member and the supervisor concerning performance or conduct issues. The purpose of this file is to encourage supervisors to maintain informal records on a continuing basis which may provide substantiation for performance ratings or other performance or conduct related actions. File materials become a part of a Member's personnel file only if they are incorporated in or attached to related personnel actions. In the event a Member transfers within the department, the supervisory file materials may be transferred to a new supervisor. Any Member, or any Union representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's supervisory file upon presenting the written request to the

immediate supervisor during reasonable hours of operation. Upon a Member's request, documents contained in the supervisory file shall not be retained after one (1) year from said documentation.

ARTICLE 18 JOB BIDDING

Section 1. Job bidding herein shall be restricted to the Non-Sworn AFSCME Civilian Members of Louisville Metro Corrections covered by this Agreement.

Section 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 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 notice shall remain posted for seventy-two (72) 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.

Section 3. The position will be awarded based upon the following criteria: seniority; attainment of required skills and experience; and documented employment factors relating to the Member's job history. The above criteria are listed in order of priority.

I. Area (ex. Records, Booking, Intake/Release and Class, Intake and Class, CCC and Class, MJC Floor Team, Visits, Archives, Maintenance/Supply, etc.)
II. Division (ex. All SCTs, all PCTs, all CSTs, all CTs, etc.)
III. Bargaining Unit

The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein. If a Member is awarded a bid and either refuses to take the position or fails to prove his/her ability to perform the work of the position, he/she shall not be permitted to exercise bidding rights under this provision more than once in any six (6) month period (only awarded bids are subject to this provision). Should this occur, the method of selection for the position will be the next qualified Member from the above criteria from among those Members signing the original bid sheet.

Section 4. 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.

Section 5. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by

Metro Government; and (7) to encourage employees to become career employees of Metro Government.

ARTICLE 19 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 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 20 COMPENSATION AND LONGEVITY SCHEDULE

Section 1. For FY 2013/2014, based upon the Member's seniority, he/she shall be placed on the appropriate step of the pay schedule and shall progress through the steps of the scale as indicated, except for Red-Circled Members. "Red Circled Members" are Members whose rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her

step, that Member shall resume receiving step increases. Red Circled Members, however, shall receive the same annual percentage increase in base pay as other Members.

Grade	Step 1 Start	Step 2 1 yr	Step 3 2 yr	Step 4 3 yr	Step 5 5 yr	Step 6 7 yr	Step 7 9 yr	Step 8 11 yr	Step 9 13 yr	Step 10 15 yr
U20-003	12.78	14.40	16.04	16.60	17.40	17.88	18.38	18.92	19.44	19.96
U20-001	11.27	11.84	12.44	12.76	13.07	13.39	13.71	14.07	14.38	14.74

U20-003 Senior Corrections Technician (083750)
Prisoner Classification Interviewer (083480)
Corrections Support Technician (062900)
U20-001 Corrections Technician (083780)

Section 2. Members' pay shall be increased by one percent (1%) for FY 2014/2015 and FY 2015/2016.

Section 3. Members' pay shall be increased by two percent (2%) for FY 2016/2017 and FY 2017/2018.

ARTICLE 21 WORK WEEK

Section 1. The regular work week shall consist of forty (40) hours. Employees shall not be required to flex time.

Section 2. If the department intends to make a change in the regular number of work hours per day they will notify AFSCME and a conference will be held with AFSCME representatives prior to implementing the change. Members will be given at least seven (7) calendar days' notice of a change in regular work day length or schedule, if possible.

Section 3. The Department shall have the right to change work schedules, times when work shall end and/or commence and number of Members required to perform work duties.

Section 4. Overtime Pay - One and one-half (1½) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in each workweek.

ARTICLE 22 DISTRIBUTION OF OVERTIME

Section 1. All overtime is deemed mandatory in nature and shall be filled by Members of the bargaining unit. Overtime will be offered to Members within the division and by job classification in which overtime is needed.

Section 2. **Scheduled Overtime**

On the fifteenth (15th) of each month, the projected overtime for each division will be posted for seven (7) days. Members within a division who wish to work the overtime may sign a volunteer list requesting the available overtime. If no Member assigned to the division volunteers for the overtime, qualified Members outside of the division may volunteer. Overtime will be awarded based on seniority.

Section 3. **Nonscheduled Overtime**

A. Nonscheduled overtime is defined as unexpected overtime which cannot be predicted, requiring coverage which cannot be handled by Members already scheduled to work. Nonscheduled overtime for Members for 8-hour shifts will be offered to those Members presently available to work within the particular section in which the nonscheduled overtime is needed, provided they sign the divisional daily volunteer overtime list. Only those Members who sign the Daily Volunteer Overtime List before the beginning of the oncoming shift will be considered for the nonscheduled overtime. Those Members attending training are not eligible for nonscheduled overtime. It shall be the responsibility of the Member to review and sign the posted volunteer list.

B. The signing of such lists will not relieve Members of their obligation on their division's force list. If there is insufficient manpower to fill the facility's need after utilization of the volunteer procedures listed above, the Department will implement the force list. Should all of the Members contacted refuse the opportunity for overtime work, then the Members with the lowest seniority in that particular section will be required to work. This mandatory overtime will be called for from the Member with the least seniority on the list in that particular section, in order, up to the Member with the highest amount of seniority. This list shall rotate. Forced overtime will be for no more than four (4) hours, unless the Member chooses to work the eight (hour) shift, if needed. Members must notify management within the first hour of the forced overtime, if they choose to work the eight (8) hour shift. Members will not be required to work another forced overtime shift before the beginning of their next regularly scheduled shift. Working overtime less than one-half hour will not be counted as a forced overtime occurrence.

C. Members who are away from work on a scheduled off day will be forced to work overtime only as a last resort. When someone goes on authorized leave of one (1) week or more duration, their standing on the forced overtime list will remain unchanged upon their return to work. If someone is one force behind when they go on such leave, then upon their return they will be one (1) force behind. The supervisor and Union steward will determine where on the list the employee should stand, with the steward making the final determination.

ARTICLE 23 SPECIAL PAY

Section 1. Call Out Pay

All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work shall be paid for at one and one half (1 1/2) times the Member's regular hourly rate (which shall include shift premium if any). The Member shall be paid a minimum of four (4) hours for each call out. The minimum of four (4) hours shall be computed as time

worked. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period. Scheduled overtime and unscheduled overtime which extends the normal work shift under Article 22 above shall not be considered call-out.

Section 2. Special Duty Pay

When a Member is assigned by the Director or his designated representative and works in an acting capacity in a position having a higher classification than his regular position, the Member shall be paid at the higher rate per hour for every hour or major portion thereof that the Member serves in such capacity.

Section 3. Training Officer

Any Member who is designated by the Director or his designated representative to assume the responsibilities of a Training Officer (TO) shall receive two dollars ($2.00) per hour for all such hours worked. No TO shall have more than one (1) employee assigned to him/her during the same hours of work, when there is an adequate number of TO's on duty.

Section 4. Shift Differential

Members permanently assigned to a mid-shift, i.e., a shift which begins between 3:00 pm and 11:00 pm, 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 pm and 7:00 am, shall receive a shift differential of thirty-five cents (35¢) per hour for all hours worked.

ARTICLE 24 ANNUAL LEAVE

Section 1.

A. Members are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	15 calendar days per year
1 to 2 years	16 calendar days per year
2 to 3 years	17 calendar days per year
3 to 4 years	18 calendar days per year
4 to 5 years	19 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

B. The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on a Member's seniority date. Annual leave shall not be computed as time worked.

Section 2. Annual leave is cumulative, provided, however, accrued annual leave cannot exceed four hundred eighty (480) hours in any calendar year. Upon separation, an employee shall be entitled to receive payment for accrued annual leave not to exceed three hundred twenty (320) hours (40 days). Any former Member compensated upon separation for accrued vacation may not be re-employed by Corrections in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

Section 3. Beginning on January 2 of each calendar year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. A Member will be permitted to view the calendar and make a primary annual leave selection based upon the scheduling needs of the Department. Primary annual leave periods will be awarded by seniority and in writing. The annual leave selection process must be completed by January 12 of each calendar year. Any change in primary selection, once selected, will be made only from such periods of time as may be available after all Members, regardless of seniority, have been awarded their primary picks. This will be done on a first come, first serve basis, and must be accomplished by January 14 of each calendar year. A primary annual leave selection may not exceed twenty-one (21) consecutive calendar days.

Section 4. Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of the Department, commencing on January 12 and ending on January 21 of each calendar year. Any change in secondary selection must be completed by January 22 in the same selection manner as primary selection.

Section 5. A third annual leave selection period will begin on January 22 and end on January 29 of each calendar year. This selection period will be reserved for any Member, who after their primary and secondary annual leave picks, is in need of annual leave reduction to reach maximum allowable totals at the end of the calendar year, based upon the scheduling needs of the Department. A third annual leave selection is limited to the amount of time a Member is required to use to reach the maximum accrual of annual leave permitted herein. Members who waive annual leave selection periods and who are in excess of four hundred eighty (480) hours may be assigned open annual leave periods as determined by the Department.

Section 6. Departmental annual leave schedules will be posted by February 7 of each calendar year. Annual leave periods shall be scheduled pursuant to the scheduling needs of the Department. Annual leave shall not be computed as time worked. There must be a break of at least fourteen (14) consecutive calendar days between primary and/or secondary and/or third annual leave periods.

Section 7. In the event of a Member's voluntary transfer, that Member's annual leave may be subject to being adjusted based upon the scheduling needs of the Department.

Section 8. Throughout the calendar year, leave requests of less than four (4) consecutive calendar days may be granted on a first come, first serve basis, without regard to seniority, to the first Member requesting such leave in writing, setting forth date and time of the request, based upon the scheduling needs of the Department. Requests must be made no sooner than seven (7) days in advance.

Section 9. Members who work on Thanksgiving Day, Christmas Day and Independence Day shall have an amount added to their accrued annual leave equal to the hours actually worked.

ARTICLE 25 SICK LEAVE

Section 1. Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. 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."

Section 2. Unused sick leave may be cumulative without any maximum.

Section 3. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of:

a. Personal illness or injury to the Member;
b. The Member's pregnancy or pregnancy related complications;
c. Illness or injury in a Member's immediate family (spouse, dependent child, dependent relative, or parents) which requires the presence of the Member.

Sick leave caused by other than the Member's own incapacity that exceeds two (2) days requires the approval of the Director or designee.

Section 4. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit.

Section 5. To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee before, if possible, or within one (1) hour after the time set for beginning work.

Section 6. If and whenever sick leave provisions may appear to be abused, i.e., sick leave abuse is defined as using such leave for other than those purposes as set forth at Section 3 above, the Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection.

Abuse of sick leave privileges shall constitute grounds for disciplinary action including summary dismissal.

Section 7. ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. 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 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.

Section 8. ***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, as contained in Metro Government Personnel Policies.

Section 9. ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Retirement System 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.

ARTICLE 26 INSURANCE

Section 1. 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. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for a majority of Metro Government Members, the percentage contributions for Members shall decrease to the same level.

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.

Section 2. Life Insurance

Metro Government will provide all 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 salary up to fifty thousand dollars ($50,000.00) according to the terms and conditions of the policy in force at any point in time; provided, however, if the life insurance offered by Metro Government to non-union employees decreases, the coverage for Members shall decrease to the same level, but in no case will decrease to less than fifteen thousand dollars ($15,000.00). 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 at a 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 Metro Government plan.

ARTICLE 27 LEAVES WITH PAY

Section 1. Funeral Leave

A Member shall be given up to three (3) consecutive workdays off with pay in case of death in the Member's immediate family. The immediate family shall include parents, step parents, parents-in-law, grandparents, step-grandparents, grandparents in-law, spouse, children, stepchildren, grandchildren, brother, sister, step-brother, step-sister, brother or sister-in-law, son or daughter-in-law, aunts or uncles, former legal guardian, and qualified adult/domestic partner. To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before the time set for beginning work. Funeral leave may include, but will not extend beyond, the day after the funeral. Upon request, proof of death shall be furnished. A Member may take an additional two (2) vacation days, if requested in writing, and said Member has the time on his/her books. Funeral Leave shall not be treated as time worked for the purpose of overtime.

Section 2. Military Leave

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, impairment of efficiency rating, 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-two (22) 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.

A Member inducted or enlisted into active duty with the Armed Forces of the United States or any reserve component of the Armed Forces, or the National Guard, for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance under Metro Government's designated health plan at the same level as active Members at the same cost as active Members.

Military Leave shall not be treated as time worked for the purpose of overtime.

Section 3. Jury Duty and Witness Leave

a. An eligible Member who is summoned for jury duty and, as a result is required to be absent from work, shall be compensated for the actual time required for service as a juror at the regular rate of pay of the Member. This compensation shall be in addition to any remuneration paid by the Courts for serving on jury duty. A Member summoned for jury duty

shall have his/her work schedule altered, if necessary, so that the Member is placed on a Monday through Friday day shift assignment for the duration of the leave. If a Member is released from jury duty before the completion of the workday, the Member is required to report to work. Similarly, if the Member is released from jury duty for the entire day, the Member is to report to work. A Member who fails to do so shall be considered absent without leave.

b. 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.

c. Jury duty and witness leave is subject to reasonable documentation to be provided to the Member's supervisor prior to the leave being approved.

d. Any Member who may be required to report or is subpoenaed as a witness in any legal or Departmental proceeding, arising out of the course and scope of the Member's employment, at a time outside of a Member's regularly scheduled hours of work shall be paid at the Member's regular hourly rate.

e. Jury Duty Leave under this section shall not be considered as time worked for the purpose of overtime; however, if witness leave is Metro Government work related it shall be considered as time worked for the purpose of overtime.

ARTICLE 28 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.

ARTICLE 29 OTHER BENEFITS

Section 1. Tuition Reimbursement

Members covered by this Agreement are eligible to participate in Metro Government Tuition Reimbursement Program as afforded to all Members of Metro Government. Once approved, Metro Government shall pay through the current semester.

Section 2. Break Times and Lunch Period

Members 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 shall be taken without Member loss of pay, provided however, the thirty (30) minute lunch period shall not be considered as hours worked.

Section 3. **Workers' Compensation**

A. Metro Government shall provide workers compensation coverage for all Members as provided by the laws and regulations of the Commonwealth of Kentucky.

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 4. **Voting Leave**

Members who are eligible to vote in any election in the Commonwealth of Kentucky or the State of Indiana will be allowed up to four (4) hours off between the hours of 6:00 a.m. and 6:00 p.m. in which to vote. Only Members who are scheduled to work between the hours of 6:00 a.m. and 6:00 p.m. are eligible for the voting leave. The Director has the right to determine the time period in which the Member may be absent to vote, to insure that Louisville Metro Government service is not impaired. Members will be granted time off without pay or may use accrued vacation leave.

Section 5. Training mandated by local, state or federal laws or required as a condition of continued employment or required in order to remain qualified for positions held, shall be provided by Metro Government at no cost to the Member. Time spent on such training beyond forty (40) hours of the Member's regular work schedule shall be paid at the rate of time and one-half (1 ½). No disciplinary action will be taken until a Member's supervisor has signed off on the training packet. Training packet shall be completed within forty-five (45) calendar days.

ARTICLE 30 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 31 MERGER AND/OR CONSOLIDATION

In the event Metro Government and another governmental entity merges or consolidates any function or service performed by Members, the Union shall be given one hundred twenty five (125) 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.

ARTICLE 32 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 33 ENTIRE AGREEMENT

Section 1. Metro Government and AFSCME shall not be bound by any requirement, which is not specifically stated in this Agreement. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. AFSCME and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 2, and that during the term of this Agreement, neither Metro Government nor Union will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

Section 3. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. 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 a Metro Government representative and the Chief Administrator of AFSCME.

ARTICLE 34 TERM

Section 1 This Agreement shall become effective as of its approval date unless otherwise indicated herein and shall remain in effect up to and including June 30, 2018.

Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2018. Within sixty (60) days of such notification by either party, a conference shall be held between Metro Government and AFSCME for the purpose of negotiating such amendment, modification or termination.

Section 3. The Mayor may authorize continuation of salaries and benefits provided in this Agreement upon expiration or as proposed in an Agreement under negotiation or already negotiated if in his sole judgment and discretion such proposed Collective Bargaining Agreement has reasonable prospects for adoption.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 8/17/15

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

BY: _____
DAVID ROBERTSON
BUSINESS REPRESENTATIVE

Date: 8/5/15

BY: _____
MARK IRWIN
PRESIDENT AFSCME LOCAL 2629

APPROVED AS TO FORM:

_____
MICHAEL O'CONNELL
Jefferson County Attorney

APPENDIX 1 - DRUG TESTING POLICY AND PROCEDURES

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 reemployment 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

AFSCME 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. AFSCME and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

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
AFSCME 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. AFSCME 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.