WATERFRONT DEVELOPMENT CORPORATION

FEB 22 2012

AGREEMENT

This Agreement is made and entered into this 17th day of February, 2012 between WATERFRONT DEVELOPMENT CORPORATION, hereinafter referred to as "Waterfront and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

Section 1. Except as described in Section 3 below, the parties agree that all the terms and conditions of the Master Collective Bargaining Agreement ("CBA") between Metro Government and the Union, effective June 6, 2011 through June 30, 2015 (hereinafter "Teamsters Master"), excluding any portions thereof which relate unilaterally or exclusively to the Department of Public Works/Streets Division and the Subdivisions of Vacant Lots, Tow Lots and Signs, Solid Waste Management Services, Fleet, Facilities Management Division, and the Parking Authority of River City, shall apply to Waterfront employee(s) in the recognized collective bargaining unit, currently limited to the classification of Facilities Repair II. Addenda A through E of the Teamsters Master are specifically excluded, as well as any other provisions which clearly pertain to one or more of the groups identified above.

Section 2. The parties further agree that the Compensation Rates for the job classification of Facilities Repair II shall be as follows:

The hourly rates shown in the following schedule are the hourly rates payable effective as of the beginning of the first pay period following July 1, 2009.

Job Code	Grade	Job Title	Step 1 0-3 mos	Step 2 3-6 mos	Step 3 6+ mos
062230	U24 01	Facilities Repair Worker II	20.79	21.66	22.57

The base hourly rate above for Fiscal Year, beginning July 1, 2010 and ending on June 30, 2011, and for each subsequent fiscal year covered by this Agreement, shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue

received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document as "actual" computed within ninety (90) days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or Two Percent (2%) whichever is higher. (All other Classification positions and Compensation Rates of the Teamster "Master Agreement" are expressly excluded from this Agreement.)

Section 3. The following Articles of the "Teamsters Master" are modified in this Agreement and the specific language set forth below is substituted:

A) Article 1, Extent of Bargaining Unit. The Parties agree to the following concerning this Article:

ARTICLE I

A. EXTENT OF THE BARGAINING UNIT

The term "Employee" as used in this Agreement shall include any employee in the classification of "Facilities Repair Worker II" employed by the Waterfront Development Corporation, but excluding therefrom professional, office, and clerical employees and all positions supervisory in nature or above. Supervisors and any others not covered in this Agreement shall not as a scheduled or regular practice perform the work of an employee covered by this Agreement, unless the employee is not available.

B) Article 13, Certain Benefits, Section 3, "Holidays"

ARTICLE 13, Section 3

Article 13, Section 3 of the Teamsters Master shall apply except as follows:

The following shall not be "paid holidays": (1) Memorial Day, (2) Independence Day, and (3) Labor Day. (Nor shall Derby Day, the first Saturday in May be paid at the premium or overtime pay rate but shall be paid at the straight time rate only. If the Employee works on either of the four (4) aforementioned days, that Employee shall be credited with one (1) "personal day" which can be used on the following terms: A) Forty-eight (48) hours' notice to the WDC supervisor and B) with the approval of the WDC supervisor. Such approval shall not unreasonably be withheld.

C) Wherever the "Teamster Master" Agreement refers to: (1) "Louisville Metro Government" in Articles 1 through 18, or (2) the "Director of Public Works", it shall be assumed that for the purpose of this Agreement to substitute the name: (1) "Waterfront Development Corporation" in Articles 1 through 18 or (2) "President/Executive Director of the Louisville Waterfront Development Corporation", respectively.

D) Article 16, Eroding the Bargaining Unit. In addition to the language of Article 16 of the Teamster Master concerning Subcontracting, the Parties expressly agree that the Waterfront Development Corporation has the right to place a provision in its lease agreements with any Third Party requiring the Third Party to "clean up the Waterfront area used during the term of the lease" and that such a provision will not constitute the basis for a jurisdictional dispute or grievance pursuant to this Agreement.

Section 4. The following provisions are in addition to the applicable provisions of the Teamsters Master:

A) Uniforms. The Employer will provide uniforms for it employee. "Uniforms" shall include a light windbreaker jacket and a cap, and such other items provided by Employer, but shall not include shoes or boots.

B) WORK DAY AND WORK WEEK - The work day shall consist of a guarantee of eight (8) consecutive hours, if ready, willing, and able to work.

The work week shall be Monday through Friday (except as noted below), and all employees shall be guaranteed forty (40) hours per week, if ready, willing, and able to work. Each employee recognizes the obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the eight (8) hours per day and forty (40) hours per week guaranteed by the City.

During the year, any Employee may be required to work other than a Monday through Friday work week. In this instance the work week shall consist of five (5) days for such affected employees who shall continue to be guaranteed eight (8) hours per day and forty (40) hours per week.

C) OVERTIME PAY - One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked on the sixth (6th) day of any work week. Two (2) times the regular hourly rate shall be paid for all hours worked on the seventh (7th) day of any work week or a Holiday. However, overtime premium pay shall not be pyramided.

D) DISTRIBUTION OF OVERTIME

(1.) Insofar as practicable, overtime will be divided equally among employees within the unit in which overtime is needed beginning with the employee highest in seniority, provided that employee is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified employees in the unit, the next overtime offered in that unit will be to the qualified employee next in seniority after the last employee that was awarded overtime. When all qualified employees within the unit have been offered overtime, the rotation will begin again with the highest qualified employee within the unit.

(2.) When overtime is offered to employees, it shall first be by the order on the unit seniority list. In the event the overtime needs are not satisfied by utilizing all employees in the unit and classification, the offer of overtime shall next be offered by the order on the division seniority list. All employees are required to have a working telephone number which shall be given to the department. The department shall have the obligation for purposes of overtime communication to call the telephone number given to the department by the employees. If the department is unable to communicate with the employee by use of the telephone, then the department shall have no obligation to offer overtime to the employee.

(3.) Should all of the employees contacted within the unit and classification refuse the opportunity for overtime work, then the employee with the lowest seniority will be required to work.

E. Article 18 of the Teamsters Master is modified as follows: The duration of this Agreement shall extend from July 1, 2009 through June 30, 2015.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 17th day of February, 2012.

WATERFRONT DEVELOPMENT CORPORATION

By: _____
David K. Karem, President and
Executive Director

Date: 02/17/12

TEAMSTERS LOCAL UNION NO. 783

By: _____
Todd Thomason,
Business Representative

Date: 2-16-12

APPROVED AS TO FORM:

_____
Michael O'Connell,
Jefferson County Attorney