

LETTER AGREEMENT

THIS LETTER AGREEMENT is made and entered into and effective as of July 1, 2015 by and between Waterfront Development Corporation, a Kentucky non-profit 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**”).

RECITALS

WHEREAS, Union and Louisville/Jefferson County Metro Government (“**Metro**”) entered into a Collective Bargaining Agreement (“**CBA**”) dated June 6, 2011 which was to expire June 30, 2015; and

WHEREAS, pursuant to Section 2 of the CBA the term “Members” included the employees of Waterfront represented by Union; and

WHEREAS, on February 17, 2012 an agreement was entered into between Waterfront and Union (“**2012 Agreement**”) wherein the parties agreed, among other things, that all the terms and conditions of the CBA, except as amended or modified by the 2012 Agreement, and excluding Addenda A through E and any portions of the CBA related unilaterally or exclusively to the Department of Public Works/Streets Division and its 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 employees in the recognized collective bargaining unit, limited to the classification of Facilities Repair II; and

WHEREAS, by a Letter Agreement dated February 12, 2014 between Metro and Union (“**2014 Agreement**”), the parties thereto agreed to amend and revise certain provisions of the CBA pertaining to, among other things, certain increases to the hourly rate of pay for the Members through June 30, 2017; and

WHEREAS, Waterfront was not a party to the 2014 Agreement nor did the amendments indicate that they were applicable to Waterfront's employees represented by Union; and

WHEREAS, Waterfront and Union agree that the amendments to the CBA concerning Longevity and Compensation and the extension of the term of the CBA until June 30, 2017 as contained in the 2014 Agreement shall also be applicable to Waterfront and its employees represented by Union;

NOW, THEREFORE, in consideration of the foregoing Recitals and intending to be legally bound, the parties hereto agree as follows:

1. The Recitals above are true and correct and are made a part of this Agreement.
2. The specific amendments to the 2012 Agreement and the CBA applicable to Waterfront are as follows:

ARTICLE 14 – DEPARTMENTS AND DIVISIONS SPECIFIC PROVISIONS

Addendum F. Longevity and Compensation

4. **current contract language; then add the following:**

Effective July 1, 2015, and ending June 30, 2016, the base hourly rate shall be increased by two percent (2%).

Effective July 1, 2016 and ending June 30, 2017, the base hourly rate shall be increased by two percent (2%).

Members shall be paid on a bi-weekly basis.

5. **Deleted effective July 1, 2015.**

ARTICLE 18 – TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties as of July 1, 2015. The duration of this Agreement shall extend through June 30, 2017.

The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

Waterfront shall reimburse any employee represented by Union for any back wages that employee is due as a result of the increase of the hourly rate effective as of July 1, 2015.

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, 2015.

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	23.32	24.29	25.32

3. Except as specifically amended and modified herein, all of the terms, conditions, and provisions of the 2012 Agreement, as amended, shall remain in full force and effect.

WATERFRONT DEVELOPMENT CORPORATION

TEAMSTERS LOCAL UNION NO. 783

By: David K. Karem
David K. Karem, President

By: Jol J. Stovall
Teamsters Local 783 Representative

Date: 03/28/16

Date: 3-29-16

Approved as to Form:
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

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