

ORDINANCE NO. 012, SERIES 2013

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (DECEMBER 28, 2012 THROUGH JUNE 30, 2015) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND TEAMSTERS LOCAL UNION NO. 783, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CONCERNING CERTAIN EMPLOYEES OF LOUISVILLE EMA/METROSAFE.

SPONSORED BY: Councilman David Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, an Affiliate of The International Brotherhood of Teamsters concerning certain employees of Louisville EMA/MetroSafe.

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

Section I. That the Collective Bargaining Agreement (December 28, 2012 through June 30, 2015) reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783 for and on behalf of bargaining unit employees within the Louisville EMA/MetroSafe Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

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

H. Stephen Ott
H. Stephen Ott
Metro Council Clerk

Jim King
Jim King
President of the Council

Greg Fischer
Greg Fischer
Mayor

2/19/13
Approval Date

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

LOUISVILLE METRO COUNCIL
READ AND PASSED
February 14, 2013

BY: William B. O'Brien

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

TEAMSTERS LOCAL 783

For employees of

LOUISVILLE EMA/METROSAFE DEPARTMENT

Effective Date: 12/28/2012

Expiration Date: June 30, 2015

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PREAMBLE

This Agreement made and entered into this 28th day of December, 2012, by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as the "Metro Government," and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1. SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of EMA/MetroSafe for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of EMA/MetroSafe represented by Teamsters Local 783 pursuant to Metro Government Ordinances.

Section 3. Should any provision of this Agreement be found to be inoperative, void or invalid or be enjoined 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. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

Section 5. Supervisors and other persons not covered in the Agreement shall not, as a scheduled or regular practice, perform the work of Members unless Members are not available. Metro Government shall make every reasonable effort, including the offering of overtime and/or calling in off duty employees, to have Members do the work needed.

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 the Metro Government include, but are not limited to, the right to: determine the mission of

EMA/MetroSafe; take disciplinary action for just cause; lay off its Members because of lack of work or 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 EMA/MetroSafe 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 Union is not compulsory. Members have the right to join or not join and neither the Union nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by the Union, the amount of which shall be determined as set forth in Metro Louisville Code of Ordinance Section 35.056.

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

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

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

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

Section 6. The Union has developed a political organization known as Democratic, Republican, Independent Voter Education (D.R.I.V.E.). Metro Government will deduct such amount as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such sum shall be deducted each payroll in an amount as indicated by the Member. Such deduction shall be forwarded to the Union within thirty (30) days after the deduction is made. If a Member at any time contends that the Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, the Teamsters Local 783 will defend and protect the Metro Government against expenses, repayment or losses, liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

Section 7. The Union has caused a federally chartered credit union to be organized. Metro Government will deduct such amount for credit union deductions as may be authorized in writing by any Member of the credit union. Such deductions shall be paid over to the credit union weekly or biweekly. An authorization to allow such deduction shall be delivered to the Metro Government in advance of any regular deduction period. If a Member at any time contends that the Metro Government acted wrongfully or illegally in making a deduction, the Union will defend and protect the Metro Government against expenses, repayment or losses, liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

ARTICLE 5. UNION BUSINESS

Section 1. Contract Negotiations

Union may select Members to represent the unit in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The number of Members shall be by mutual agreement of the parties. The names of such representatives shall be submitted to the EMA/MetroSafe Director.

Section 2. Union Access

(A.) **Bulletin boards.** Metro Government agrees to provide Union designated space on available bulletin boards upon which Union may post notice of meetings, announcements, or information of interest to its Members. Union further agrees that it will not post any material which would be derogatory to any individual, EMA/MetroSafe, Metro Government, Commonwealth of Kentucky or which constitutes political material for or against any person, organization, or faction thereof. Political material does not include announcements or information regarding internal political elections of Union. All notices of Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the EMA/MetroSafe Director or designee.

In addition, the Metro Government agrees the Union may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authored by a Union representative and copies of any material so electronically mailed shall likewise be furnished to the Director or designee prior to distribution.

(B.) **Access to work locations.** With reasonable notice to the Director or designee, a non-employee representative of Union shall be allowed access to work locations not accessible to the general public.

Section 3. Notice of new hires.

EMA/MetroSafe shall notify the Union within a reasonable period of any new or rehired Member added to the payroll in a position covered by this Agreement.

ARTICLE 6. STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate Stewards to handle such union business as may from time to time be delegated to them by the Union.

Section 2. 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 the Metro Government's business.

Section 3. 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, operations of the department would be disrupted 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.

Section 4. The 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 with pay to one (1) chief Steward of the Union only to attend a labor convention or serve in any capacity or other official union business.

Section 5. There shall be no discrimination or coercion against any Member because of duties as Steward.

Section 6. The Union shall notify the EMA/MetroSafe Director in writing when the Union changes a Steward.

ARTICLE 7. NO STRIKES OR LOCKOUTS; PICKET LINES

Section 1. Metro Government and the Union mutually agree that in consideration of the grievance and arbitration provision contained herein, there shall be no strike, lockouts, work stoppage, slowdowns or disturbances of 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, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union 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 the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 8. SENIORITY AND LOSS THEREOF

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 EMA/MetroSafe, 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 EMA/MetroSafe. Notwithstanding anything herein to the contrary, the seniority of Members on the effective day of this Agreement shall be the seniority agreed upon by Metro Government upon merger of the City of Louisville and Jefferson County for these Members.

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 five (5) 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, except for rates of pay. 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 within the department 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. If the Member does not return to the previous position within ten (10) days, his/her seniority will be reset to zero (0) within the new position for vacation, job bids, breaks and shift selections.

Section 4. A seniority list shall be maintained on a current basis and posted on the Union Bulletin board where it shall be available for inspection. Metro Government shall furnish a copy of the seniority list and each revision to the Union Stewards as requested.

Section 5. The Union 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.

ARTICLE 9. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of employees that will affect Members, the Union shall be notified as soon as practical.

Section 2. Seasonal, temporary, probationary and part-time employees within EMA/MetroSafe shall be laid off first.

Section 3. Layoffs of Members within each job classification as set out in this Agreement shall be in the reverse order of seniority as defined in Article 8 of this Agreement. A Member whose job is being reduced shall take the place of the least senior employee in the same job classification within EMA/MetroSafe.

- a. Should there be no junior Member in the same job classification, a displaced Member shall take the place of the least senior Member in the same wage classification.

- b. Should there be no junior Member in the same wage classification, a displaced Member shall take the place of the least senior Member in the next lowest wage classification
- c. Should there be no junior Member in the next lowest wage classification, a displaced Member shall take the place of the least senior Member in EMA/MetroSafe.
- d. It being understood that no Member may replace a Member more senior than themselves, and further understood that a Member who is replacing the less senior Member must be capable of performing the work of the less senior Member with minimum supervision or training.
- e. When Members are to be recalled, it shall be in the reverse order of job classification reduction or layoff, i.e., the first to be recalled shall be those last laid off or reduced within EMA/MetroSafe.
- f. Any Member on layoff shall be given priority for rehire on any job in EMA/MetroSafe in which the Member was laid off for such job in which the Member meets minimum qualifications at the time of the offer of rehire. Unless accepted the offer of rehire terminates after five (5) days from the notice of rehire by Metro Government.

Section 4. Members laid off will retain and accumulate seniority rights during such layoff.

Section 5. Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 6. Union officers and stewards at the time of a layoff shall hold "super seniority" for purposes of the layoff only.

ARTICLE 10. PERSONNEL FILES

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department.

Section 2. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of Kentucky.

Section 3. Any Member, or any union representative or attorney with a written authorization from a Member, shall have the right to inspect the Member's files upon presenting the written request to the Department of Human Resources, during reasonable hours of operation. The Member may have copies made of his/her personnel file at a cost reasonably related to the duplication and administrative expense relating to that request.

Section 4. A Member may submit a written documentary material for the Member's official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause.

Any disciplinary action taken for minor infractions shall be progressive and will include:

- (a) counseling (one on one)
- (b) written warning
- (c) written reprimand
- (d) suspensions
- (e) discharge

Section 2. Disciplinary action up to and including written reprimands shall be effective for a period of six (6) months from the date discipline is issued. Written notice of suspension(s) shall be effective for a period of twelve (12) months from date the suspension day(s) is served. Written notice of suspensions or discharge, shall be given to the Member with a copy to the Steward and the Union 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 (between the ages of 40 and 70), 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 the Union 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) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director of Human Resources has been held. Thereafter the Director or designee shall have ten (10) days to hold a review of the termination unless agreed otherwise by mutual consent. The Union steward and/or the Union representative shall be present at the review. The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within ten (10) days. If the termination is affirmed, the Member shall be suspended without pay until the grievance has been finally determined.

(c) A Member who is terminated for just cause shall be suspended immediately and may proceed at the Member's election with the grievance procedure.

(d) A Member does not accrue leave time while on suspension unless the Member returns to duty.

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

Section 7. Investigative Procedures

The complaint shall be investigated and a determination made as to the appropriate action to take in a reasonable amount of time. Metro Government shall not be required to investigate anonymous complaints. If the complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to the Public Integrity Unit for appropriate action.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Each Member or the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and pursuing his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

Section 2. Written grievances provided for herein shall be submitted by e-mail and must contain the following:

- (a) Signature(s) of the grievant(s) or Steward;
- (b) Specific Article and Section that has allegedly been violated;
- (c) Synopsis of the facts giving rise to the alleged violations;
- (d) Date of alleged violation;
- (e) Specific relief or remedy requested.

Section 3.

(a) The grievance in the first instance shall be presented to the immediate supervisor by the Member within seven (7) days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action.

(b) If not satisfactorily adjusted at this level within seven (7) days, the Member or Union may reduce the matter to writing and refer it to the Director, who shall act within seven (7) days.

(c) In the event that the decision of the Director is adverse to the grievance of the Member or Union, the Member or Union may request review by the Mayor or his

designee within seven (7) days, and receive a decision from the Mayor or his designee within ten (10) days.

d) In the event the Mayor's or Mayor's designee's decision does not resolve the grievance, the Union may request mediation or advisory arbitration within seven (7) days or receipt of the Mayor's/designee's decision by notifying Metro Government and the Department of its intention to proceed to mediation or advisory arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason (s) why the decision of the Mayor or designee is unacceptable. At the same time the Union notifies Metro Government and the Department of its intention to proceed to mediation or advisory arbitration, it shall mail to the Louisville Labor-Management its notice of intention to proceed to advisory arbitration and request submission of a list of seven (7) mediators/arbitrators. A mediator/arbitrator shall be selected by each party alternately scratching a name from the panel submitted by the Louisville Labor-Management Committee with the Union having the right to strike first in even numbered years and Metro Government the right to strike first in odd numbered years. The parties shall meet for the purpose of scratching names from the panel within fourteen (14) days of receipt by both parties of the panel from which a mediator/arbitrator is to be selected.

The mediator's/arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

- (e) The following limitation on the powers of the arbitrator shall apply:
- (i) 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 render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted in the grievance and shall confine a decision to a determination of the facts and an interpretation and application of this Agreement.
 - (ii) The decision of the arbitrator shall be advisory in nature with respect to all matters.
 - (iii) Metro Government and the Union may advance to the next Legal step.

Section 4. A Steward of the Union designated to represent a Member shall be paid for all time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings.

ARTICLE 13. CERTAIN BENEFITS

Section 1. Life Insurance

The 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); provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level. The life insurance program where permitted by law and subject to eligibility rules of the 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 the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2. Annual Leave

(a) During the time period of November 15 through December 15 of each contract year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. Members will be allowed to pick, by seniority, their primary annual leave period for the coming year. Primary annual leave periods shall not exceed twenty-five (25) consecutive calendar days. Members will be notified within fourteen (14) days of their approved annual leave selection. Senior Members may waive their right to select to a later date, however, they may not displace, or bump less senior Members who have already selected and been awarded their vacations.

(b) Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of EMA/MetroSafe, commencing on December 15 or when primary picks are completed whichever comes first and ending on December 30 of each calendar year. A secondary annual leave selection may not exceed fourteen (14) consecutive calendar days.

(c) No black-out dates with the exception of Oaks Day, Derby Day and Thunder Over Louisville.

(d) After the procedure set forth above, annual leave periods of less than five (5) days shall be scheduled as follows. Members requesting annual leave periods of less than five (5) days may do so without regard to seniority no more than thirty (30) days prior to the requested time off, which request may be granted based upon the scheduling needs of EMA/MetroSafe. Such five (5) day or less leave requests shall be approved or disapproved within twenty-four (24) hours from the time of the request.

(e) Annual leave with pay shall be granted to all full time Members as outlined below:

Full Years of Service	Annual Accrual Rate
0 year	080 hours per year
1 year	168 hours per year
2 years	176 hours per year
3 years	184 hours per year
4 years	192 hours per year
5 years	200 hours per year
6 years	208 hours per year
7 years	216 hours per year
8 years	224 hours per year
9 years	232 hours per year
10 years	240 hours per year
11 years	248 hours per year
12 years	256 hours per year
13 years	264 hours per year
14 years	272 hours per year
15 years	280 hours per year

New Hires' Annual Leave

For employees hired on July 1, 2012, and thereafter, annual leave with pay shall be granted to all full-time Members as outlined below:

Full Years of Service	Annual Accrual Rate
0 year	60 hours per year
1 year	148 hours per year
2 years	156 hours per year
3 years	164 hours per year
4 years	172 hours per year
5 years	180 hours per year
6 years	188 hours per year
7 years	196 hours per year
8 years	204 hours per year
9 years	212 hours per year
10 years	220 hours per year
11 years	228 hours per year
12 years	236 hours per year
13 years	244 hours per year
14 years	252 hours per year
15 years	260 hours per year

(f) Members may take annual leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved prior to use. Under no circumstances shall annual leave accumulate to exceed 480 hours.

(g) Upon separation from employment, a Member shall be paid for all accrued, unused annual leave, not to exceed 320 hours. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued leave may not be re-employed by EMA/MetroSafe in the same or another position until there has been a break in service at least equal to the number of work hours for which unused leave was paid.

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

Section 3. Retirement Plan

Members shall participate in the County Employees Retirement System (CERS) established by the Kentucky legislature in the same manner as other Metro Government employees.

Section 4. Unemployment Insurance

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

Section 5. Jury Duty And Witness Leave

a. A 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.

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.

Section 6. Military Leave

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, 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-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 7. Tuition Reimbursement

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full-time Members in the same manner as other Metro Government employees.

Section 8. Equal Pay and Work On Higher Rated Jobs

(a.) In all matters of rates of pay, the principle of equal pay for equal work shall prevail.

(b.) In the event that a Member is directed by supervisory authority to work on a job with a higher rate of pay, then such Member shall receive the higher rate after the first hour of such assignment, and such higher rate shall continue as long as a Member is so assigned.

Section 9. Sick Leave

(a) Sick leave with pay shall be granted to all full-time Members hired on or before June 1, 2012 at the rate of one (1) day per month for each full month of service. Sick leave with pay shall be granted to all full-time Members hired on or after July 1, 2012 at the rate of three-quarters (3/4) day per month for each full month of service.

(b) Part-time Members shall be granted sick leave on a pro-rated 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.

(c) Unused sick leave may be cumulative without any maximum.

(d) Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family. The immediate family of the Member shall include parents, wife, husband, children, or other relative living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the Director or designee.

(e) No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit, except as provided in paragraph (h) of this section.

(f) Except in cases of emergency, to receive paid sick leave, a Member shall communicate with his immediate supervisor or designee one (1) hour before the time set for beginning work.

(g) 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 item (d) 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 dismissal.

(h) In case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit upon the recommendation of the Director and with the approval of the Director of Human Resources. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave. It is understood and agreed the Member must sign a promissory note with Metro Government agreeing to repay all borrowed time.

(i) ***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 twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

(j) ***Family and Medical Leave Act.*** Members may be provided leave from work for a reason covered by the federal Family and Medical Act of 1993, as contained in the Metro Government Personnel Policies.

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

Section 10. Funeral Leave

A Member shall be given up to three (3) regularly scheduled workdays off with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, niece or nephew, domestic partner (as defined by Metro Government for the purpose of health insurance) or any person residing in the Member's household.

To receive paid funeral leave, the Member shall communicate with his immediate supervisor or their authorized representative one (1) hour before the time set for beginning work. In no event shall a Member receive funeral leave beyond the day after the funeral. Upon request, proof of death shall be furnished.

Section 11. 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 employees, the percentage contributions for Members shall decrease to the same level.

Section 12. Long-Term Disability

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

Section 13. Pretax Premium And/Or Dependent Care Account

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

Section 14. Call Out Pay

All hours worked on a call out which occurs at a time outside of a Member's regular hours of work shall be paid for at one and one-half (1 ½) 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 shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period. Overtime in conjunction with the normal shift, when scheduled in advance, or which extend the normal shift shall not be considered call out.

Section 15. Personal Day

Full-time Members after the completion of their probationary period shall receive one (1) paid personal day per fiscal year. The personal day must be used in the fiscal year it is accrued. The personal day may only be taken with supervisory approval and a minimum of twenty-four (24) hours' notice. Such approval shall not be unreasonably withheld.

Section 16. Defense and Indemnification

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

ARTICLE 14. PROBATIONARY EMPLOYEES

Section 1. All newly hired employees (and former employees rehired) shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period for those positions under the jurisdiction of the Louisville Metro Civil Service Board shall be as determined by the Civil Service Board. Otherwise, the probationary period for new employees shall be one (1) year. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, lay off or discharge said employee as it deems necessary. Such transfer, lay off or discharge shall not be subject to the grievance procedures as set forth in this contract, provided however, that Metro

Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against employees.

Section 2. The "promotional probationary period" for those positions under the jurisdiction of the Civil Service Board applies to a Member who is promoted or reclassified, which reclassification or rights and remedies are set forth in the Rules and Regulations of the Civil Service Board. Provided, however, the "Civil Service probationary period" does not suspend any right of the Member to pursue a grievance under this Agreement. Members during their promotional probationary periods may elect an annual leave, based upon the scheduling needs of EMA/MetroSafe, when they successfully complete training.

ARTICLE 15. JOB VACANCY – PROMOTION

Section 1. Metro Government will use reasonable efforts to promote from within EMA/MetroSafe. Promotion shall be open to all regular qualified employees on an EMA/MetroSafe-wide basis. The vacancies shall be deemed to exist when a position in the classified service is vacant due to a demotion, death, resignation, retirement, promotion or creation of a new position. A reclassification of an occupied position as a result of a job audit shall not be considered a vacancy.

Section 2. Vacancies will be filled from the appropriate eligibility list. If no list exists, notice for promotion will be posted for seven (7) working days. Subsequent vacancies will be made from the list established from the vacancy announcement.

Section 3. Whenever a promotional appointment within EMA/MetroSafe is to be made, the Civil Service Director, as soon as possible, shall certify to the appointing authority the names of the three (3) highest ranks on the appropriate promotional eligibility list. In making classifications for multiple appointments in the same classification, the number of names to be certified to the appointing authority shall be two (2) more than the actual number of appointments to be made. All eligibility lists will be opened for inspection at the Civil Service Board during normal working hours. Competitors will be informed in writing as to their rating attained and ranking on the eligibility list by the Civil Service Board.

Section 4. For purposes of this article, Metro Government and the Union shall discuss the weight to be given to factors utilized in filling promotional vacancies including, but not limited to, seniority, ability to perform job duties, oral interview, etc. Any agreement reached shall be jointly presented to the Civil Service Board for review and consideration.

ARTICLE 16. COMPENSATION AND LONGEVITY

Section 1.

- (a) Members shall be placed on the pay scale of the Salary Schedule attached to this Agreement (Appendix 2) based on the Member's length of service with Metro Government or its predecessor governments.

Members employed as of the execution of this Agreement who were hired prior to July 1, 2012, shall receive two percent (2%) wage increase for FY 2011-2012 effective July 1, 2011. Members shall receive a two percent (2) wage increase for FY 2012-2013 effective July 1, 2012, as included in the Salary Schedule.

The parties agree to re-open negotiations over COLA and / or Article 20, Sec. 5 for FY 14 and FY 15 upon a written request by either party solely to discuss COLA changes in the Salary Schedule and / or Article 20, Sec.5.

- (b) Starting July 1, 2012, the pay scale in effect June 30, 2012 for Com. Spec. 1 will be increased by thirty-five (.35) cents per hour, Information Processing Technicians by fifty (.50) cents per hour, and Management Assistant II will be increased by twenty-five (.25) cents per hour. These increases will be made effective before the COLA change effective July 1, 2012.
- (c) As reflected in the Salary Schedule, Members hired on July 1, 2012 and thereafter shall be placed on Step 1 of the pay scale in effect at the time of hire for their job name and receive the following step increases with additional service in addition to any negotiated COLA changes after July 1, 2012:

(3-5 yrs.)	+ .25
(5-8 yrs.)	+ .25
(8+ yrs.)	+ .25

Section 2. Members who have at least seven years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND ONE HUNDRED AND THREE (\$1,103.00) DOLLARS. Members hired on July 1, 2012 and thereafter who have at least seven full years of service shall receive annual longevity pay of EIGHT HUNDRED TWENTY-SEVEN DOLLARS and TWENTY-FIVE CENTS (\$827.25). Longevity pay will be payable in bi-weekly installments.

Members who have at least ten years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND THREE HUNDRED AND SIXTY THREE (\$1,363.00) DOLLARS. Members hired on July 1, 2012 and thereafter who have at least ten full years of service shall receive annual longevity pay of ONE THOUSAND TWENTY-TWO DOLLARS and TWENTY-FIVE (\$1,022.25). Longevity pay will be payable in bi-weekly installments.

Section 3. Instruction Pay. Any Member shall receive One Dollar and Forty Cents (\$1.40) per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective employees' jobs. EMA/MetroSafe shall have the exclusive right to determine the eligibility for and the number of hours per shift or work week that such an "instructor" shall receive "instructional" pay.

ARTICLE 17. TRAINING

Section 1. Training mandated by city, state, or Federal laws or required as a condition of continued employment shall be provided by Metro Government at no cost to the Member. Time spent on such training beyond forty (40) hours per week of the Member's regular work schedule shall be paid at the rate of time and one-half (1 1/2).

Section 2. Required training will be offered to Members on a seniority basis based on the needs of EMA/MetroSafe; provided the Member has completed any preliminary training requirements, if any, and is eligible.

Section 3. The parties recognize certain positions within EMA/MetroSafe are of such a nature as to require certain periods of time as a trainee. However, it is understood and agreed that trainees who are retained after a twelve (12) month period will be advanced to the permanent position before the hiring of a new employee.

ARTICLE 18. RULES AND REGULATIONS

Metro Government will provide the Union and the Chief Steward copies of all new EMA/MetroSafe rules, regulations, policies, and procedures that affect the Members prior to the date of implementation.

ARTICLE 19. WORK DAY AND WORK WEEK

Section 1. Members shall have a regular starting time with permanent shifts and scheduled off days. The number of hours worked shall not exceed sixteen (16) hours with at least eight (8) hours between shifts within a twenty-four (24) hour period.

Section 2. The work week shall consist of a guaranteed forty (40) hours of work per week, if ready, willing and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement to work the forty (40) hours per week guaranteed by Metro Government.

Section 3. Members shall be entitled to a thirty (30) minute paid meal break and two (2) 10-minute paid breaks per workday for each eight (8) hours worked.

Members who are greater than fifteen (15) minutes late reporting at the start of their shift shall not receive a thirty (30) minute meal break (paid or unpaid).

ARTICLE 20. OVERTIME PAY AND DISTRIBUTION OF OVERTIME

Section 1. Members shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. Hours actually worked do not include any paid leave taken during a workweek. There will be no pyramiding of overtime. Unpaid leave is not computed as time worked for purposes of overtime.

Section 2. Scheduled Overtime

Scheduled overtime is overtime to fill a regularly scheduled position for which EMA/MetroSafe has at least twenty-four (24) hours' notice of the overtime needed. Overtime will be awarded on the 1st and 3rd Thursday of the month. Members away from work during the entire time of the posting will be required to call and speak to the shift manager or designee if they want to sign up for any scheduled overtime being offered during that period. Members shall contact or call their shift manager or designee on the 1st and 3rd Friday of the month to see if they were awarded any overtime on their off days during their vacation. Scheduled overtime is first offered to the Members on the affected shift by classification/seniority with eight (8) hours superseding four (4) hours. If the overtime is not filled by the Members on the affected shift, the available overtime will be offered to the Members by classification/combined seniority with eight (8) hours superseding four (4) hours. If the overtime need is 24-48 hours in advance, the supervisor will attempt to contact the Member from the scheduled overtime book one (1) time. If no Member takes the overtime, the overtime will become non-scheduled. The overtime will be posted twenty-four (24) hours a day for a minimum of seven (7) days to ensure all shifts have the opportunity to sign up for the overtime. Members are responsible for clearly indicating what portion of the overtime they are requesting (first four (4), last four (4), all eight (8) etc.).

A Member who cancels the awarded overtime is required to do so at least twenty-four (24) hours prior to the date and time the overtime is to be worked. Failure to do so will result in not being granted scheduled overtime and the ability to volunteer for a period of thirty (30) days. The Member will still be required to work mandatory overtime during this period if applicable. A Member is only allowed to cancel scheduled overtime with less than twenty four (24) hours' notice without penalty for funeral leave covered in Article 13, Section 10.

Section 3. Non-Scheduled Overtime

Non-scheduled overtime is overtime to fill a regularly scheduled position for which EMA/MetroSafe has less than twenty-four (24) hours' notice of the overtime needed. Non-scheduled overtime is first offered to the eligible Members on the affected shift by classification/seniority whom are away from work on a scheduled day off. The supervisor will attempt to contact the eligible Members one (1) time. If time permits, the supervisor will allow a reasonable time for the Member to call back. The off day

Members of the affected shift may volunteer for four (4) hours, eight (8) hours if available, or for the number of hours needed; such as, but not limited to two (2) hours in compliance with Article 19, Section 1.

If the overtime is not filled with an affected shift Member on a scheduled off day, the overtime will be offered to Members on the shift preceding the overtime need by classification/seniority/eight (8) superseding four (4). The preceding shift Member(s) may volunteer for four (4) hours, eight (8) hours, or for the number of hours needed; such as, but not limited to the first two (2) hours in compliance with Article 19 Section 1. If Members decline the overtime when asked, the Member(s) with the oldest force date on the shift preceding the overtime will be required to work by classification.

After the completion of these procedures, or in the event the overtime is for the last part of the shift only, the on duty supervisor will attempt to contact eligible Members on the shift proceeding the overtime to attempt to fill the last four (4) hours etc. of the overtime spot, if needed by classification/seniority. If no Member accepts the overtime on a voluntary basis, the Member with the oldest force date from the proceeding shift, who is contacted, will be required to work by classification. A Member from the proceeding shift to whom an attempt to contact was made may call back and volunteer for the overtime to eliminate the force of the preceding shift, or a Member away from work on a scheduled off day of the affected shift may call back to eliminate a force as long as the entire overtime is filled.

If the overtime need is known more than two (2) shifts in advance, the overtime will be offered to qualified Members on the affected shift by classification/seniority, then to the qualified Members who are presently working on the shift by classification/seniority eight (8) superseding four (4). If no Member volunteers for the overtime need, then the Member with the oldest force date presently working will be preferred by classification for the last four (4) hours etc. The remaining overtime will be filled by the preceding shift the overtime is needed on. Non-scheduled overtime shall not be awarded more than sixteen (16) hours in advance.

Section 4.

Volunteering for eight (8) hours will receive credit for a force.

Upon returning from off days or vacations, a Member cannot bump other Members who have signed up for overtime. Members are eligible to work overtime only on the scheduled off days while on annual leave.

No off day forces shall take place. A Member on an off day or a Member who is unable to be forced, due to restrictions or Article 19, Section 1, cannot volunteer for the overtime if EMA/MetroSafe is unable to fill the entire slot needed.

Call takers will be able to work call taker overtime only. Dispatchers will be able to work dispatcher overtime only.

Details with at least forty-eight (48) hours' notice will be posted on the two (2) white boards, and an e-mail will be sent out to the EMA/MetroSafe Communication center notifying Members of the overtime need. The e-mail will contain the date the overtime will be pulled and awarded.

Any Member that is awarded non-scheduled overtime (overtime with less than twenty-four (24) hours' notice), may cancel the overtime without being disqualified for thirty (30) days.

Section 5.

Through June 30, 2013, two (2) times the regular hourly rate shall be paid for all hours worked on the seventh consecutive day in any one (1) work week. However, overtime premium pay shall not be pyramided.

Section 6.

Upon written request by either party, both parties agree to re-open discussion of Article 20, sections 2-5, and only those sections.

ARTICLE 21. MAINTENANCE OF STANDARDS

Metro Government agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 22. ERODING THE BARGAINING UNIT

Metro Government shall not subcontract for any work or services normally and historically performed by Members for the purpose of reducing or replacing the Members.

ARTICLE 23. DRUG TESTING POLICY

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 24. ENTIRE AGREEMENT

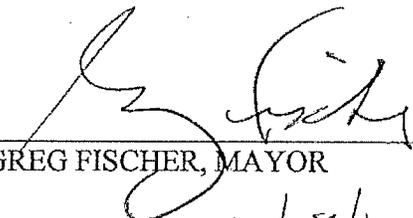
Section 1. Metro Government and Union shall not be bound by any requirement not specifically stated in this Agreement. Specifically, but not exclusively Metro Government and the Union are not bound by any past practices or understandings of Metro Government or their predecessors. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

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

ARTICLE 25. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through June 30, 2015. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

LOUISVILLE/JEFERSON COUNTY METRO GOVERNMENT

BY: 
GREG FISCHER, MAYOR
Date: 12/28/12

TEAMSTERS LOCAL UNION NO. 783

BY: 
TEAMSTERS LOCAL 783 REPRESENTATIVES
Date: 12-27-2012

APPROVED AS TO FORM:


MICHAEL O'CONNELL,
JEFFERSON COUNTY ATTORNEY

APPENDIX 1. DRUG TESTING POLICY AND PROCEDURES

The policy of the Louisville/Jefferson County Metro Government is to maintain a drug-free work environment and workforce. All drug testing policies and procedures are in compliance with the standards set forth by the Department of Health and Human Services, hereinafter referred to as HHS.

The Union and Metro Government agree that there are compelling interests which demand that Louisville EMA/MetroSafe Department be drug-free. Public confidence in this emergency agency is directly related to the integrity of the agency's members, and the public has a right to expect that those they employ to protect them are both physically and mentally prepared to assume their duties at all times, free from the serious impairments which result from the use of controlled substances and other forms of drug abuse.

Definitions

1. **Drug Test** - The production and submission of urine by a Member, in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.
2. **Reasonable Suspicion** - A reasonable suspicion is an articulable belief that a Member is using or is under the influence of illegal drugs, drawn from specific and particularized facts and reasonable inference from those facts. Reasonable suspicion that a Member uses or is using illegal drugs may be based upon, but not limited to:
 - a. Observable phenomena such as direct observation of drug use, possession of drugs, or the physical symptoms of being under the influence of a drug;
 - b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
 - c. Arrest or conviction for a drug-related offense or the identification of a Member as the focus of a criminal investigation into illegal drug possession, use or as the focus of a criminal investigation into illegal drug possession, use or trafficking;
 - d. Facts or circumstances that develop in the course of an authorized investigation of an accident or unsafe work practice;
 - e. Information provided by reliable and credible sources or information independently corroborated;
 - f. Newly discovered evidence that the Member has tampered with a previous drug test.
3. **Individual Suspicion** - Reasonable suspicion that a Member is illegally using a prohibited substance.

4. **Medical Review Officer (MRO)** - Licensed physician with knowledge of substance abuse disorders whose role is to review and interpret test results obtained through drug testing under this policy.

5. **Health and Human Services (HHS)** - A federal agency that governs policy and procedure for agencies such as the Substance Abuse & Mental Health Services Administration (SAMHSA). The Division of Workplace Programs, a subagency of SAMHSA, offers federal guidelines via the Federal Drug-Free Workplace Program for drug testing and the testing laboratories. Their goal is to promote a safer, healthier and more productive workplace.

Procedures and Rules

1. **Prohibited Activity**

The following rules apply to all Members, while on or off duty:

- a. No Member shall use or possess any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes in any manner violative of any federal or state law or departmental rule.
- b. No Member shall ingest any controlled substances as defined in Chapter 218A of the Kentucky Revised Statutes unless as prescribed by a licensed medical practitioner and in compliance with departmental rules concerning same.
- c. Any Member who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor, or if off duty to an on duty supervisor, so that appropriate medical steps may be taken to insure the Member's health and safety. Any Member who refuses an order to submit to a drug test pursuant to this procedure is subject to dismissal.
- d. All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets, and computer hardware and software are subject to inspection at any time. Members are prohibited from placing or keeping any contraband or unauthorized equipment or items in said departmentally owned facilities. Sealed containers or personal items such as purses or briefcases found therein are subject to search if there is reasonable suspicion that they contain contraband.

2. **Random Testing**

- a. Every Member will be required as a condition of continued employment to submit to unannounced random drug tests during the course of the Member's employment.
- b. Testing under this provision shall be conducted on a random basis, and this procedure will not be used in order to effectuate a test on any particular individual Member.

- c. The Department will attempt to conduct approximately the same number of unannounced tests each month, but will not be bound by any numerical formula.

3. **Drug Testing on the Basis of Individualized Reasonable Suspicion**

Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug usage whenever reasonable suspicion exists as to that Member's use of prohibited drugs.

If reasonable suspicion is established that a Member is in violation of this policy, the Member shall be relieved of duty and suspended. The suspension shall remain in effect until a final determination of policy compliance has been made.

The person of any Member is subject to a reasonable search only upon consent or reasonable suspicion that they are in possession of any controlled substance or other contraband in violation of this policy.

The Director or designee shall have the authority to direct any Member to submit to a drug test based on the reasonable suspicion standard.

Notification for Testing

1. Testing based upon reasonable suspicion shall be done as soon as possible without any prior notification to the Member.
2. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave or vacation at the time of their selection will be excused but remain subject to future random testing.

Drug Testing Procedures

1. **Location** - The test shall be given at an authorized, private collection facility as designated acceptable by the Director. The location shall be secure and afford reasonable privacy to the Member. The laboratory testing facility will be certified according to the standards provided by HHS.

2. **Specimen Collection**

- a. Before testing, the Member will be requested to produce a departmental identification card for positive identification. Each Member will be informed that they may request a split sample and the procedures for same.
- b. Before submitting to urinalysis, a Member shall be asked and shall be under a duty to provide a list of any and all prescription or over-the-counter medications taken by a Member within thirty (30) days of the sample. This information shall be retained and forwarded to every testing facility being utilized.
- c. The collection site personnel will register the Member by obtaining the appropriate information and completing the Federal Drug Testing Custody and Control Form. All information will be confidentially maintained at the

- collection site according to the Health Insurance Portability and Accountability Act (HIPAA).
- d. The Member shall be requested to remove any unnecessary outer garments (e.g., coat, jacket) that might conceal items or substances that could be used to tamper or adulterate the urine sample. All personal belongings (e.g. purse, briefcase) shall remain with the outer garments. The collection site personnel requesting the specimen shall note any unusual behavior or activity by the Member. The Member may be required to a pat down search.
 - e. The Member will be escorted to the collection area and instructed to wash and dry his hands prior to urination. After washing hands, the Member shall remain in the presence of the collection site personnel collecting the specimen and shall not have access to water fountains, faucets, soap-dispensers or cleaning agents.
 - f. At the collection site, toilet bluing agent shall be placed in the toilet tank whenever possible, so the water in the toilet bowl always remains blue.
 - g. The Member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection site personnel will not be in direct observation of the act of urination (except as provided in subsection "h" below). The Member will be allowed to provide a specimen in the privacy of a stall or otherwise partitioned area that allows for privacy.
 - h. Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe that the Member will attempt to adulterate the sample. Reasonable grounds will exist when there is evidence that the Member has tampered with the specimen obtained in a previous test, or the Member is discovered to have or be in possession of items or substances that could be used to adulterate the sample.
 - i. Collection site personnel shall always attempt to have the container or specimen bottle in sight before and after the Member has urinated. Containers shall be tightly capped, properly sealed, and properly labeled and initialed by the Member and collection site personnel. A chain of custody form sufficient to maintain the specimen's integrity and acceptable to testing labs shall be utilized for maintaining control and accountability from the point of collection to the final disposition of the specimen. Appropriate chain of custody requirements will be maintained and every effort will be made to minimize the number of persons handling the specimen.
 - j. Upon receiving the specimen from the Member, the collection site personnel will determine if it contains the appropriate amount of urine and is within normal body-temperature range per HHS guidelines.
 - k. If a Member is unable to produce an adequate sample, the Member must be provided a reasonable amount of time to do so. The Member may be given a reasonable amount of liquid (e.g., glass of water) if the Member is unable to produce a specimen. The Member will remain under observation until able to provide a specimen.

1. Specimens found to be outside of the normal body temperature range will be rejected and the Member will be asked to provide another sample. The second specimen will be collected under direct supervision. Both specimens will be submitted for urinalysis. Occurrences of this nature will be fully documented by the collection site personnel collecting the specimen.
- m. All samples confirmed positive shall be retained and placed in properly secured long-term storage for at least 365 days or longer if requested by the Member or the Department.
3. **Testing Methodology**
 - a. The lab selected to perform drug tests shall be federally certified to do drug testing under the authority of HHS.
 - b. A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
 - c. The following ten (10) panel drug screen shall be used by the testing laboratory:

Marijuana	Barbituates
Amphetamines	Benzodiazepines
Cocaine	Propoxyphene
Opiates	Methadone
Phencyclidine	Methaqualone
 - d. Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's own expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.
 - e. All specimens identified as positive on the initial test shall be confirmed by the HHS certified testing facility.
 - f. Upon receiving any positive test results, the MRO will contact the Member and ask for a medical explanation, i.e. prescription medications which are validated by the MRO.
If the Member is unable to provide a medical explanation, the MRO will report a positive result to the Department Director or designee.
 - g. The MRO will report all results to the Director or designee of the Department. Upon review, the Director will determine appropriate action and provide notification to the Member.
 - h. All negative results will be reported to the Department Director or designee.
 - i. Metro Government will provide each Member tested with a copy of their confidential test results upon request.

4. **Disciplinary Action** - A Member who tests positive for illegal drugs shall be subject to discharge.

5. **Confidentiality** - The collection site will maintain all Members' medical files as required by HIPAA. Records reflecting drug tests will, to the extent practicable, be confidential. No records reflecting positive drugs tests will be placed in any permanent file of the Department unless and until a positive result is transmitted to the Department by the MRO.

6. **Employee Assistance Program**- Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Agreement. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance, provided, however, the Member does not test positive for illegal drugs or seek assistance after being scheduled for a random drug test or after being ordered to take a drug test based upon individualized reasonable suspicion.

7. **Records Retention and Use.** Records of a positive drug test or refusal to submit to such tests as provided in this Article shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, or legal action. All such records shall not be utilized for any purpose after one (1) year from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

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

APPENDIX 2
Teamsters - EMA/MetroSafe
ARTICLE 16 - COMPENSATION AND LONGEVITY
7/1/2012 - 6/30/2013
For Those Employees Hired Prior to July 1, 2012

Effective 7/1/2012 - 2%

<u>Job Code</u>	<u>Grade</u>	<u>Job Title</u>	<u>Years of Service with Metro Government</u>				<u>Annual Longevity Pay</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>7-10 Yrs</u>	<u>10+ Yrs</u>
			<u>0-1 Yr</u>	<u>1-3 Yrs</u>	<u>3-6 Yrs</u>	<u>6+ Yrs</u>		
033600	03	Info Processing Tech-EMA/MS	14.88	15.56	16.15	16.87	1,103	1,363
031290	04	Management Assistant II	15.59	16.37	17.10	17.97	1,103	1,363
027480	05	Communication Spec I	19.35	19.89	20.46	21.17	1,103	1,363
027400	06	Communication Spec II	21.52	22.17	22.78	23.56	1,103	1,363

Effective 7/1/2012 - Bump Up

<u>Job Code</u>	<u>Grade</u>	<u>Job Title</u>	<u>Years of Service with Metro Government</u>				<u>Annual Longevity Pay</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>7-10 Yrs</u>	<u>10+ Yrs</u>
			<u>0-1 Yr</u>	<u>1-3 Yrs</u>	<u>3-6 Yrs</u>	<u>6+ Yrs</u>		
033600	03	Info Processing Tech-EMA/MS	14.59	15.25	15.83	16.54	1,103	1,363
031290	04	Management Assistant II	15.28	16.05	16.76	17.62	1,103	1,363
027480	05	Communication Spec I	18.97	19.50	20.06	20.75	1,103	1,363
027400	06	Communication Spec II	21.10	21.74	22.33	23.10	1,103	1,363

Comm. Spec. I - Incr by .35¢

Info Proc Tech (NCIC) - Incr by .50¢

Management Assistant II - Incr .25¢

Effective 7/1/2011 - 2%

<u>Job Code</u>	<u>Grade</u>	<u>Job Title</u>	<u>Years of Service with Metro Government</u>				<u>Annual Longevity Pay</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>7-10 Yrs</u>	<u>10+ Yrs</u>
			<u>0-1 Yr</u>	<u>1-3 Yrs</u>	<u>3-6 Yrs</u>	<u>6+ Yrs</u>		
031270	02	Management Assistant I	13.48	14.34	15.17	15.93	1,103	1,363
033600	03	Info Processing Tech-EMA/MS	14.09	14.75	15.33	16.04	1,103	1,363
031290	04	Management Assistant II	15.03	15.80	16.51	17.37	1,103	1,363
027480	05	Communication Spec I	18.62	19.15	19.71	20.40	1,103	1,363
027400	06	Communication Spec II	21.10	21.74	22.33	23.10	1,103	1,363

APPENDIX 2
Teamsters - EMA/MetroSafe
ARTICLE 16 - COMPENSATION AND LONGEVITY
7/1/2012 - 6/30/2013
For Those Employees Hired on or After July 1, 2012

Effective 7/1/2012 - 2%

<u>Job Code</u>	<u>Grade</u>	<u>Job Title</u>	<u>Years of Service with Metro Government</u>				<u>Annual Longevity Pay</u>	
			<u>Step 1</u> <u>Start - 3 Yrs</u>	<u>Step 2</u> <u>3-5 Yrs</u>	<u>Step 3</u> <u>5-8 Yrs</u>	<u>Step 4</u> <u>8+ Yrs</u>	<u>7-10 Yrs</u>	<u>10+ Yrs</u>
033600	03	Info Processing Tech-EMA/MS	14.88	15.13	15.38	15.63	827.25	1,022.25
031290	04	Management Assistant II	15.59	15.84	16.09	16.34	827.25	1,022.25
027480	05	Communication Spec I	19.35	19.60	19.85	20.10	827.25	1,022.25
027400	06	Communication Spec II	21.52	21.77	22.02	22.27	827.25	1,022.25



OFFICE OF THE MAYOR
LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

December 6, 2012

Mr. Durie Downey, Representative
Teamsters Local Union No. 783
7711 Beulah Church Road
Louisville, Kentucky 40228

Re: Collective Bargaining Agreement -Louisville Metro EMA/MetroSafe

Dear Durie:

Please be advised that my interpretation of the benefit adjustment language contained in Article 13, section 2 (e) "New Hires"; Article 13, section 9 (a); and Article 16, section 1 (c) and section 2, within the recently negotiated contract with the above-referenced group does not affect any employees hired prior to July 1, 2012.

Very truly yours,

Michael Carrell
Chief Negotiator
Metro Government

cc: Greg Reddington
O'Dell Henderson
Rhonda Williams