

ORDINANCE NO. 139, SERIES 2014

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 31, 2014 THROUGH JUNE 30, 2017) RELATING TO WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629, FOR AND ON BEHALF OF THE REVENUE COMMISSION BARGAINING UNIT.

Sponsored By: Council Member Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between the Louisville/Jefferson County Metro Government and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 2629, for and on behalf of the Revenue Commission Bargaining Unit.

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

SECTION I. That the Collective Bargaining Agreement (July 31, 2014 through June 30, 2017) reached between Louisville/Jefferson County Metro Government and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 2629, for and on behalf of the Revenue Commission Bargaining Unit, which relates to wages, benefits, and other terms and conditions of employment, be and is hereby ratified and approved, and the execution of said Agreement by the mayor on behalf of Metro Government is ratified and approved. A copy of the Collective Bargaining Agreement.

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



H. Stephen Ott
Metro Council Clerk



Jim King
President of the Council



Greg Fischer
Mayor

Approved: 9/4/14
Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



By: 

Revenue Comm.CBA w-AFSCME 2629 073114 thru 063017 ROC bkn Draft 1

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
AND THE**

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

(AFSCME)

**ON BEHALF OF EMPLOYEES OF THE
REVENUE COMMISSION**

EFFECTIVE DATE: 7/31/2014

EXPIRATION DATE: JUNE 30, 2017

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PREAMBLE

This Agreement made and entered into this 31st day of July, 2014, by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as the "Metro Government," and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2629 (AFSCME), 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 Members of the Louisville/Jefferson County Metro Revenue Commission ("Revenue Commission") 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 Members of the Revenue Commission represented by AFSCME Local 2629 pursuant to Metro Government Ordinance No. 102 Series 2005. All managers within the Revenue Commission perform the work of their employees; this intent is not to replace the employees but to supplement the workforce in peak times of the year.

Section 3. Nothing contained herein is intended to limit the rights of Members or intended to limit the rights of Metro Government as provided by law.

Section 4. Metro Government agrees that it will provide prior notice of any changes in job descriptions of Members within five (5) working days to AFSCME and the affected Members.

ARTICLE 2. MANAGERIAL RIGHTS

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 the Revenue Commission, take disciplinary action, 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

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all Federal, state and local laws.

Section 2. Nothing herein shall be construed to prohibit the Revenue Commission from promulgating and adopting reasonable rules and regulations applicable to the Members 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 relating to benefits and working conditions, qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

Section 3. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

ARTICLE 4. GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either the feminine and/or masculine gender as the case may be.

ARTICLE 5. 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 with at 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 6. UNION SECURITY

Section 1. Membership in AFSCME is not compulsory. Members have the right to join or not join and neither AFSCME nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by AFSCME, 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 AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Membership shall continue from calendar year to calendar year unless the Member notifies AFSCME and Metro Government by certified mail that the Member wishes to revoke his/her membership. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is canceled. A fair share fee may be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

Section 3. AFSCME dues and fair share fees shall be deducted bi-weekly, in equal installments, in an amount certified by AFSCME. All AFSCME deducted dues and fees, including fair share fees, shall be shown on the Members' paycheck stubs.

Section 4. AFSCME membership dues and fair share fees shall be transmitted to the AFSCME Treasurer by the tenth (10th) day of the succeeding month after such deductions are made. AFSCME 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. AFSCME shall notify the Metro Government of the cost of representation and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 5. AFSCME 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. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of AFSCME a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the

American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

AFSCME International
P.E.O.P.L.E. Department
1625 L Street, N.W.
Washington, D.C. 20036

AFSCME agrees to indemnify, hold harmless and defend Metro Government from any actions, claims or damages asserted against it arising out of the enforcement of this Article.

Any authorization must be delivered to the Payroll Department in at least ten (10) working days before the payday on which it is to be effective.

Section 7. Metro Government and AFSCME shall share equally the cost of printing of this Agreement.

Section 8. Posting of AFSCME Positions

When a new or vacant position covered by AFSCME is posted through the Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME position.

ARTICLE 7. NO STRIKES OR LOCKOUTS

The 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.

ARTICLE 8. PICKET LINES

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; except Members who are required to report to any Metro Government facility to perform vital work functions in the interest of public safety and health or the vital economic functions of Metro Government.

ARTICLE 9. UNAUTHORIZED ACTIVITIES

AFSCME shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Member(s) violates this Article, the Metro Government shall immediately notify AFSCME. AFSCME shall immediately notify the Member(s) in writing to cease and desist from such activity and will exercise all reasonable

action necessary to cause said Member(s) to return immediately to normal duties. AFSCME shall not be liable for damages resulting from such unauthorized acts of its Members. Members who engage in such activity shall be subject to disciplinary action up to and including discharge. 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 the Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union.

ARTICLE 10. UNION BUSINESS

Section 1. Contract Negotiations

AFSCME may be represented by its President and Vice-President and not more than two (2) employee and two (2) non-employee representatives in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The names of such representatives of AFSCME shall be submitted to the Director. The Director shall be notified if there is a change in representatives on a temporary or permanent basis.

Section 2. Union Access

(A.) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards on each floor upon which AFSCME may post notice of meetings, announcements, or information of interest to its Members. AFSCME further agrees that it will not post any material which would be derogatory to any individual, Metro Government, Revenue Commission, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of AFSCME. All notices of the 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 Director or his designee.

In addition, 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 prior to distribution. All Members will still be required to sign confidentiality forms as all other employees of the Revenue Commission and are subject to all policies and procedures for use of the Internet and/or electronic mail.

(B.) Access to work locations. With reasonable notice to the Department Director or his designee, both employee and non-employee representatives of AFSCME shall be allowed access to work locations not accessible to the general public. Such approval shall not be unreasonably withheld.

(C.) Solicitation of membership and activities concerned within the internal management of AFSCME, such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours, except during designated lunch and break times in designated break rooms.

Section 3. Union Insignia

Members shall be allowed to wear collared shirts and lapel sized pins reflecting membership in AFSCME, provided, however, those Members working in a service uniform shall be required to have said lapel size pins approved by the Director or his designee prior to wearing said pins on their uniform. Such approval shall not be unreasonably withheld.

Section 4. Notice of New Hires

Metro Government shall provide the Union, within a reasonable period, notice of new or rehired, vacant and terminated AFSCME union positions covered by this Agreement.

Section 5. Labor-Management Meetings/Committees

Metro Government and AFSCME will meet no less than twice per calendar year for the purpose of discussing issues important to both. AFSCME shall be responsible for calling the meetings. The meetings shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the collective bargaining agreement. The issues that may be discussed include work place safety, job classifications, training needs, staffing concerns and other general issues. Employees who are members of the joint Labor/Management Committee established pursuant to the Agreement shall be allowed a reasonable time away from their regular duties to engage in such committee meetings. No more than two (2) Members from the Revenue Commission, and no more than two (2) officers and/or non-employee representatives from Local 2629, can attend the Labor/Management Committee meetings. Meetings are not to exceed four (4) hours.

Section 6. Union Orientation

The Union will be allowed fifteen (15) minutes during the respective department orientation process for newly hired Metro Government employees, in which to make a presentation regarding Union membership for eligible employees. Metro Government shall advise AFSCME of employee orientation schedule dates and times.

Section 7. Meeting Space

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

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

Section 8. Discrimination/Coercion

There shall be no discrimination or coercion against any employee because of membership, duties, participation with, or affiliation with a labor union, including those of stewards, officers, negotiators, and committee members.

ARTICLE 11. STEWARDS

Section 1. The Metro Government recognizes the right of the Union to designate two (2) 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) investigating and/or presenting grievances;
- (b) communicating information from AFSCME to its Members in writing, or if not in writing, information of a routine nature which will not interfere with the Metro Government's business;
- (c) administration of the Agreement;
- (d) union representation for a Member when requested at any disciplinary action, fact finding investigation, or fact finding meeting.

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 or her supervisor and shall receive permission for such leave unless, in the opinion of the supervisor, a bona fide emergency exists or hazardous conditions would exist if the steward's work station was unattended. The supervisor shall exert every reasonable effort to make it possible for the steward to leave his work station for any of the aforesaid purposes, and such approval shall not be unreasonably withheld.

Section 4. The Metro Government agrees to grant the necessary and reasonable time off, up to five (5) work days per year, without discrimination or loss of seniority rights and with pay to one (1) lead steward of the Union only to attend a labor convention or serve in any capacity or other official union business.

Section 5. AFSCME shall notify the Revenue Commission Director in writing when AFSCME changes a Steward.

ARTICLE 12. ISSUES OF CLASSIFICATION

Section 1. When a job description changes, Metro Government shall provide a copy to all affected Members within thirty (30) days, and make such information accessible through the Metro Government Intranet.

Section 2. Metro Government will promptly notify AFSCME of its decision to establish any and all new classifications within any Metro Government department containing AFSCME employees. The notification will include any bargaining unit assignment. Upon written request from either party, Metro Government and AFSCME will meet to review the classification specifications, and if unable to agree as to whether the classification should or should not be included in the AFSCME bargaining units, will submit the question to the Louisville Labor Management Committee.

ARTICLE 13. PROBATIONARY EMPLOYEES

Unless otherwise specified in this Agreement, all appointments (newly hired or re-hired) to positions under this Agreement are subject to a satisfactory completion of a probationary period of ninety (90) calendar days, unless extended. A onetime extension of probation will not exceed a period of ninety (90) calendar days upon consultation with the employee and his/her immediate supervisor at least ten (10) calendar days prior to the end of the initial ninety (90) day probationary period. Such action shall not be subject to the grievance procedures during the entire probationary period, 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. The Department Director, or designee, will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance explaining what the employee must do to satisfactorily complete probation.

ARTICLE 14. 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 the Revenue Commission within this Collective Bargaining Agreement. 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 the Revenue Commission.

Section 2. Seniority shall be considered as being continuous unless the Member is terminated for any of the following reasons:

- (a) Discharge for cause.
- (b) Voluntary resignation.
- (c) Layoff for lack of work and not recalled within two (2) years of such layoff.
- (d) Being on layoff and failing to return to work within ten (10) days after having been notified to do so by certified mail to last known address.

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.

Section 3. 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 AFSCME stewards/officers as requested.

Section 4. 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.

Section 5. Unless otherwise provided within this Agreement to the contrary, department AFSCME seniority shall be used to determine overtime, vacation scheduling, shift assignment, and off days. Metro-wide seniority shall be used to determine salary, vacation accrual, and job bidding.

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

ARTICLE 15. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of employees in the Revenue Commission that will affect Members covered by this Agreement, the Union shall be notified as soon as practical.

Section 2. Seasonal, temporary, probationary and part-time employees covered by this Agreement shall be laid off first.

Section 3. Layoffs of Members within each job classification shall be in the reverse order of seniority as defined in Article 14 of this Agreement. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in a classification in the same or lower wage scale, if the Member meets the minimum qualifications or equivalency of that classification as defined by Metro Government Human Resources. A Member exercising seniority upon lay-off to a lower paid position shall take the wage rate of the position being taken.

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

Section 5. Upon recall, former Members within a job classification who were laid off in accordance with this Article, shall be offered recall in the reverse order in which they were laid off, provided, however, no more than two (2) years has elapsed since their layoff.

Section 6. The Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 7. Union officers and stewards at the time of a layoff shall hold "super seniority" for purposes of the layoff only.

Section 8. The Metro Government agrees to provide a talent pool to Members who are laid off.

ARTICLE 16. JOB BIDDING AND PROMOTIONS

Section 1. Job bidding shall be restricted to the Members of the Revenue Commission in which a vacancy is to be filled. Seniority of Member shall begin with the most recent date of employment with the Revenue Commission. If the position cannot be filled by the Members of the Revenue Commission because no one has the necessary qualifications or equivalency as determined through Metro Human Resources, the Director may open the bidding.

Section 2. If a vacancy is to be filled or a job is created in a position covered by this Agreement, including promotional opportunities, the notice for bid shall be posted within seventy-two (72) hours. Such notice shall remain posted for five (5) calendar days. During the period of posting, the Director shall have the right, without regard to seniority, to fill the position temporarily, not to exceed 120 days.

Section 3. The position shall be filled by the Member requesting the position who meets the minimum qualifications or equivalency of the job classification as defined by Metro Government Human Resources, and has the most seniority. The successful bidder shall have the thirty (30) days in which to demonstrate his/her ability to perform the work of such position, such period can be extended at the discretion of the Director. In the event such Member has not demonstrated his/her ability to perform the duties of the position, he/she shall be returned to his/her former position with no loss of seniority.

In this instance, Revenue Commission shall have the right to select the next applicant on the bid sheet who meets the minimum qualifications or equivalency of the job classification as defined by Metro Government Human Resources, and has the most seniority. Should there be no other qualified applicant(s) on the bid sheet, Revenue Commission may fill the position from outside the Department.

If the Member is awarded a bid and either refuses to take the position or fails to complete the probationary period, he/she shall not be permitted to exercise bidding rights under this provision more than once in any six (6) months period.

Section 4. The Union shall be notified as to the names of the applicants in the bargaining unit applying for the position and the name of the person awarded the position.

Section 5. The successful bidder of a trainee position is subject to a satisfactory completion of a probationary period of one hundred eighty (180) calendar days, unless extended. A onetime extension of probation will not exceed a period of sixty (60) calendar days upon consultation with the employee and his/her immediate supervisor at least ten (10) calendar days prior to the end of the initial one hundred eighty (180) day probationary period. The Department Director, or designee, will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance explaining what the employee must do to satisfactorily complete probation.

Once the Member successfully completes the probationary period, the Member will move to the Specialist position from 0-3 years in classification.

Section 6. Any Member in any division may request transfer to another division by sending an e-mail response to a posted transfer position on the Union bulletin board . The list shall be maintained and vacancies shall be filled from such file on the basis of seniority and qualifications of the job classification, before a new Member is hired. Only one (1) Member will be transferred from such list before opening up the position for job bidding.

The successful transferee shall have ten (10) days in which to prove his ability to perform the work of such position. In the event such Member has not demonstrated his ability to perform the duties of the position, he shall be returned to his former position with no loss of seniority.

Section 7. As defined in sections 3, 5 and 6 of this Article, the successful Member promoting or transferring will not receive an increase in compensation until he/she has proven the ability to perform the work and been awarded the position. Transferees shall retain their current rates of pay regardless of years in classification, excluding promotions and demotions.

ARTICLE 17. DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. However, any disciplinary action taken for minor infractions shall be progressive and will include:

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

Section 2. Warning notice shall be effective for a period of six (6) months from the date of issuance. Written notice of warning, written reprimands, suspension, discharge, setting forth cause 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 Revenue Commission's 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, the Member may continue with the grievance procedure at the next level.

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

(c) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director has been held. In this event, the Member must file a grievance within five (5) working days of termination. Thereafter the Director or designee shall have seven (7) working days to hold a review of the termination unless agreed otherwise by mutual consent. The Union Steward and/or the bargaining agent shall be present at the review.

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

Section 6. A Member shall have the right to have an AFSCME representative, a steward or an officer, with him/her at any fact finding or disciplinary meeting. If neither a steward, officer, or non-Metro AFSCME representative are available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

Section 7. If a grievance of a disciplinary action results in a withdrawal or change of such disciplinary action, the record of the disciplinary action shall be changed.

Section 8. Metro Government shall not be required to investigate anonymous complaints. Only when involving anonymous complaints, no counseling (counseling equates to documentation into employee's file) or disciplinary action can be issued without proper investigation and substantiation as to the appropriate action to take. If a complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to an appropriate law enforcement entity.

Section 9. A copy of any disciplinary action that is to be placed in a Member's file shall be given to that Member and AFSCME by giving same to the AFSCME Steward, with the Member's permission.

ARTICLE 18. GRIEVANCE PROCEDURE

Section 1. Each Member or recognized bargaining representative of Metro Government shall have the right to present for consideration any grievance, which 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 proceeding with 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 for grievance are prescribed:

Section 2. Written grievances provided for herein must contain the following:

- (a) Signature(s) of the grievant(s)
- (b) Specific statement of allegation or violation;
- (c) Synopsis of the facts giving rise to the alleged violations;
- (d) Date of alleged violation;
- (e) Specific relief or remedy requested.

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of write-ups and grievances.

Section 4.

(a) The grievance in the first instance shall be presented to the immediate supervisor by the Member within five (5) working 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 two (2) working days, the Member or Union may reduce the matter to writing and refer same to the next level of authority. If the grievance is not satisfactorily adjusted at this level within five (5) days, said grievance may be referred successively by the Member to higher levels until the grievance reaches the Director of the Revenue Commission. Each level shall act within five (5) working days.

(c) If the grievance is not satisfactorily adjusted at this level within five (5) days, or 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 and receive a decision within ten (10) working days.

(d) In the event that the decision of the Mayor/designee is adverse to the grievance of the Member or Union the Member or Union may request mediation/arbitration by the Louisville Labor Management Committee. The mediator/arbitrator shall have authority to meet with the grievant and authorized representatives of the Employer and the Union and make procedural rules consistent with this Agreement. The mediator/arbitrator shall first make every reasonable effort to resolve the grievance as promptly as practical in a manner satisfactory to both parties. If unsuccessful, the mediator/arbitrator shall hold a formal hearing and issue a written decision within a reasonable time, but no later than thirty (30) days after the date of hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth finding of fact and conclusion.

(e) The Member or the Union may elect not to request the assistance of the Louisville Labor Management Committee, in which case they may appeal directly to the Mayor within five (5) working days, and receive a decision from the Mayor within ten (10) working days, provided, however, the Mayor may select a designee or the Louisville Labor Management Committee to hear the matter before rendering his decision.

Section 5. 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.

Section 6. AFSCME reserves the right to settle grievances at any stage.

ARTICLE 19. COMPENSATION

Section 1. Members are placed on the pay grade of the salary schedule based upon the years in service in that classification and shall automatically progress through the pay schedule based upon such classification seniority through year ten (10).

<u>Job Code</u>	<u>Job Title</u>	<u>Years in Classification</u>		
		<u>0-3 yrs</u>	<u>3-6 yrs</u>	<u>6-9 yrs</u>
033360	Receptionist	10.70	11.83	12.95
062720	Maintenance Worker II	10.70	11.83	12.95
032500	Clerk Typist I	10.70	11.83	12.95
033550	Information Processing Clerk	12.39	12.95	14.09
031350	Administrative Clerk	13.52	14.37	15.21
017150	Revenue Collection Specialist Trainee	13.52	14.37	15.21
015800	Tax Processing Specialist Trainee	13.52	14.37	15.21
015790	Taxpayer Service Representative Trainee	13.52	14.37	15.21
017200	Revenue Collection Specialist	15.21	16.05	16.89
015500	Cash Control Assistant	15.21	16.05	16.89
022290	Paralegal	15.21	16.05	16.89
015850	Tax Processing Specialist	15.21	16.05	16.89
015770	Taxpayer Service Representative	15.21	16.05	16.89
015820	Senior Tax Processing Specialist	18.58	19.43	20.27
015480	Account Specialist	18.58	19.43	20.27
015600	Auditor Revenue	18.58	19.43	20.27
015680	Corporate Tax Auditor	22.25	23.09	23.94

Section 2. Members with ten (10) years of continuous service with Metro Government or with either of its predecessor governments shall receive five hundred and fifty (\$550.00) dollars of longevity pay each year, to be paid in an annual lump sum payment by direct deposit. Longevity pay shall be calculated as of July 1 of each fiscal year and paid the first pay period in August of that respective fiscal year.

Section 3. Members with fifteen (15) years of continuous service with Metro Government or with either of its predecessor governments shall receive eight hundred (800.00) dollars of longevity pay each year, to be paid in an annual lump sum payment by direct deposit. Longevity pay shall be calculated as of July 1 of each fiscal year and paid the first pay period in August of that respective fiscal year.

Section 4.

Cost of Living Adjustments

(1.) On July 1, 2012 through June 30, 2013, Members on the payroll will receive a 0% cost of living adjustment.

(2.) On July 1, 2013 through June 30, 2014, Members on the payroll will receive a 1 % cost of living adjustment.

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

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

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

ARTICLE 20. WORK WEEK, WORK DAY AND OVERTIME

Section 1. The workweek shall be Monday through Friday, and shall consist of forty (40) hours per week, if ready, willing and able to work. The Director shall determine the regular starting and quitting times for the Members based on the needs of the Revenue Commission and the Members shall be allowed to select their shift by seniority within the classification. Any permanent change in shifts requires a ten (10) day notice.

Section 2. OVERTIME PAY- One and one-half (1 ½) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. Hours actually worked do not include any paid leave taken during a workweek. If the total number of hours in a workweek exceeds forty (40) hours in a week, but the employee has not actually worked in excess of forty (40) hours that week, then the employee is paid at straight time for all hours worked in that particular week. Members shall be paid one and one-half (1 ½) times the regular hourly rate for all hours worked on the sixth or seventh day of the workweek or any holiday recognized by Metro Government. There will be no pyramiding of overtime. Unpaid leave is not computed as time worked for purposes of overtime.

In so far as is practicable, overtime shall be divided equally within a classification among those capable of doing the job where overtime is required. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime. However, overtime premium pay shall not be pyramided.

Section 3. FLEX TIME – With prior approval of a supervisor, Members may be allowed to flex their time to offset medical/doctor's appointments, minor children's school needs or events and emergencies as long as the flex schedule is completed within the same standard

workweek and not to exceed four (4) hours in any one (1) week. Flex time is limited to one (1) hour per day.

ARTICLE 21. CERTAIN BENEFITS

Section 1. Life Insurance

Metro Government shall provide to all full time Members life insurance coverage equal to one times the Member's annual salary up to fifty thousand (\$50,000.00) dollars. 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, but shall not decrease to less than fifteen thousand (\$15,000.00) dollars.

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 a cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2. Vacations

Annual vacation leave with pay will be granted to all full-time Members, and vacation time will accrue on a biweekly basis in accordance with the following schedule:

Full Years of Service	Annual Accrual Rate
0 - 1 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

For the purpose of this section, all of a Member's current service with the Revenue Commission shall be recognized in determining the number of years of service.

Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the Director prior to use. The Director must approve any accumulation of annual vacation leave beyond the year after that in which it is earned. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays.

Upon separation from employment, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation may not be re-employed by the Revenue Commission in the same or another position until there has been a break in service at least equal to the number of workdays for which unused vacation leave was paid. Vacation time shall not be computed as time worked for purpose of overtime.

Prior to January 31st of each calendar year, Members shall be allowed to request a primary and secondary vacation leave of up to ten (10) workdays for the upcoming year. The number of Members allowed off for vacation leave shall be determined by the needs of the Revenue Commission for sufficient coverage within each Division or office. Vacation leave shall be awarded based upon seniority within the Division or office. Any vacation leave of less than three (3) workdays requested outside of the annual selection period must be approved by the Director, and if approved, shall be awarded on the basis of which Member first requested the leave.

Section 3. Holidays

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

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

In addition Members shall be granted two (2) additional Floating Holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for Floating holidays upon termination of employment. Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one (1) floating holiday their first calendar year of employment. Members hired after October 31 will not receive a floating holiday their first calendar year of employment.

When any holiday falls on Saturday, the preceding Friday shall be recognized as the paid holiday. When any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday. A non-exempt Member who is required to work on a holiday and the holiday is in addition to the standard workweek, shall receive overtime pay for working the holiday.

In order to receive holiday pay, the Member must not be absent without leave on the last scheduled workday preceding the holiday or the next scheduled workday following the holiday. Holidays shall not be counted as time worked.

Section 4. Retirement Plan

Members shall participate in the Kentucky Retirement Systems established by the Kentucky legislature.

Section 5. Unemployment Insurance

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

Section 6. Jury Duty And Witness Leave

Any Member who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding arising out of any act of employment with Metro Government, shall be compensated at his regular rate of pay for all time lost as a result thereof. In both instances, however the Members upon their release by the Court shall return to the respective Member's job duties. It is the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required. Time served on jury duty or as a witness shall not be computed as time worked.

Section 7. Military Leave

(a) Members who are members of the National Guard or the Military Reserve or any of the Armed Services of the United States shall be granted a leave of absence, with pay, not to exceed twenty-one (21) calendar days per contractual year to participate in annual training periods. The pay for such periods of training shall not exceed the normal pay of a Member for that period of time. Time off for military leave shall not be computed as time worked.

(b) Members must provide written notice of the schedule of training to their supervisor at least thirty (30) days in advance when training will conflict with the regular work schedule of the Member.

(c) Members shall be allowed time off to participate in regular training sessions held periodically throughout the year. If the training schedule includes regular workdays of the Member, written notice of such training must be submitted to the supervisor at least one (1) week in advance. For such periodic training, the Member will be allowed time off without pay unless the Member elects to use accrued vacation or compensatory time.

Section 8. Tuition Reimbursement

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full time Members. Once approved, Metro Government will pay through the current semester.

Section 9. Work on Higher Rated Jobs

After a Member is required to work for a minimum of four (4) consecutive work hours in a higher classification, the Member shall begin to be compensated at a higher rate for the work. The salary increase shall be retroactive to the first hour the new duties began and such higher rate shall be continued as long as the Member is so assigned.

Section 10. Sick Leave

(a) Sick leave with pay shall be granted to all full time Members at the rate of one (1) day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall not be computed as "time worked" for purposes of overtime.

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

(c) 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 be regarded to include parents, wife, husband, children, brother, and sister of the Member or his spouse, grandchild, parental grandparents 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.

(d) 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 (g) of this section.

(e) To receive paid sick leave, a Member shall communicate with his immediate supervisor or the Director, or their authorized representative at minimum one (1) hour before, if possible, the time set for beginning work.

(f) 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 (c) above, the Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including summary dismissal.

(g) 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.

(h) *Sick Leave Incentive Plan.* Members are eligible to participate in a sick leave incentive plan. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days

per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

(i) *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.

Section 11. Funeral Leave

A Member covered by this agreement 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 includes:

- (a) the Member's wife, husband, children, step children, parents, step parents, brother, step brother, sister, step sister, grandparents, grandchildren, aunts, and uncles;
- (b) the parents, grandparents, brothers and sisters of the Member's spouse and;
- (c) any other relative of the Member residing in the Member's household.

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

Section 12. Workers Compensation

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

Section 13. 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 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 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 non-union employees, the percentage contributions for Members shall decrease to the same level.

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

Section 14. 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 15. 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 16. Lunch And Rest Breaks

Members shall be allowed a reasonable period for lunch of no less than one-half (1/2) hour and such time shall be as close to the middle of the Member's scheduled work shift as possible. The Member shall not be paid for the lunch period. Members shall be allowed at least a fifteen (15) minute rest period during each four (4) hours worked. This shall be in addition to the regularly scheduled lunch period. No reduction in compensation shall be made for Members for these fifteen-minute break periods.

Section 17. Asbestos, Mold and Toxic Materials

Any Member whose regular duties may involve or expose him/her to asbestos, mold or other toxic or hazardous materials, will be trained as to the proper procedures and provided with the appropriate equipment in dealing with those materials.

Section 18. Harassment

Metro Government shall make every effort to provide working conditions free from harassment, especially those actions and comments that may reflect discriminatory attitudes.

Section 19. Americans With Disabilities Act

Metro Government shall comply with the provisions of the Americans with Disabilities Act. Any violation of the Act shall be subject to the grievance procedure.

Section 20. Non-Discrimination

Metro Government shall not discriminate on the basis of race, color, sex, religion, age, national origin, political affiliation, handicap, sexual orientation or membership in a labor organization.

Section 21. Safe Working Conditions

Metro Government shall provide its Members, insofar as possible, with safe and healthy working conditions, in compliance with all state and Federal regulations. Every effort shall be made to promote maximum standards of safety and good health.

Section 22. 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 22. MODIFIED DUTY/RETURN TO WORK (RTW)

Louisville Metro Government recognizes the importance of providing meaningful work to employees with medical limitations that temporarily prohibit the employee from performing regular job duties.

When an employee experiences an injury/illness, whether on-the-job or off-the-job, and is released to return to work with restrictions, the employee will be considered for a modified duty assignment. The assignment may be within the employee's agency or in another agency. Assignments should be based on needs of the agency as well as availability of work within the employee's restrictions. The employee is to take a Healthcare Provider Capabilities Assessment Form (HCAF) and a copy of the employee's job description to the employee's medical provider. The employee should request the healthcare provider to furnish any limitations or restrictions. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's restrictions. It is the responsibility of the employee to provide updated medical documentation as directed by the employee's agency head or designee.

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. After ninety (90) calendar days there will be a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008 (<http://www.ada.gov/publicat.htm#Anchor-14210>).

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

ARTICLE 23. DRUG TESTING POLICY

Except for Corrections and Youth Detention Services, attached is the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses (section 1,13); and the Drug & Alcohol Free Workplace and Testing for Non CDL Holders (section 1.15).

1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses

1.13(1) the following provisions apply to employees required to obtain a commercial driver's license (CDL); all other employees should refer to policy 1.15 Drug Free Workplace and Reasonable Suspicion Testing. The policy of Louisville Metro Government is to maintain a drug and alcohol free work environment and workforce. It is also the objective of this policy to meet the guidelines and procedures concerning the limitation on alcohol use or drug abuse by an employee required to obtain a commercial driver's license as provided by 49 CFR Parts 40, 382, et al and subsequent amendments.

All classifications requiring a CDL, and those employees so classified, are subject to the drug and alcohol policy and procedures.

For the purposes of this policy, incident will be defined as an accident or injury.

Also subject to the policy and procedures is an employee who obtains a CDL for purposes of working in a CDL classified position on a temporary, emergency basis or who, as a supervisor, must occasionally operate Metro Government equipment for training purposes or in an emergency situation.

1.13(2) Prohibited activity:

- (a) No CDL holder shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or greater.
- (b) No CDL holder shall be on duty or operate a motorized vehicle or equipment while he or she has alcohol in their possession.
- (c) No CDL holder shall use alcohol or be under the influence of alcohol, within four (4) hours of performing safety-sensitive functions.
- (d) No employee required to take a post incident alcohol test shall use alcohol for eight (8) hours following the incident or until he/she undergoes a post incident alcohol test, whichever occurs first.
- (e) No CDL holder shall refuse to submit to a post incident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test or a return to work alcohol or controlled substance test.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

- (1) Refuses or fails to appear for the screening.
- (2) Substitutes the specimen with that from another person.
- (3) Sends an imposter.
- (4) Alters the test specimen.
- (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
- (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,

(7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing

(f) No CDL holder shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who advised the employee that the substance does not adversely affect the employee's ability to safely operate a motor vehicle or motorized equipment. An employee is required to inform the employer of any therapeutic drug use.

(g) No CDL holder shall report for duty, remain on duty or perform his/her job if the employee tests positive for controlled substances.

1.13(3) a prospective employee for a position requiring a CDL must submit to a reemployment drug and alcohol test. A CDL holder will also be subject to additional testing:

1. Post incident (accident or injury) testing
2. Random testing
3. Reasonable suspicion testing
4. Return to duty testing
5. Follow-up testing

1.13(4) all drug and alcohol tests will be conducted as soon as possible without any prior notification to the employee. Except for return to duty testing, an employee shall be notified of required tests at the worksite at any time following report for duty. Alcohol testing shall be conducted immediately before, during or after the performance of safety sensitive functions.

1.13(5) Metro Government will follow drug-testing procedures as required at 49 CFR Parts 40, 382 et al and subsequent amendments.

1.13(6) The Federal Regulations require the following minimal steps be followed:

(1) Any employee who upon being alcohol tested has an alcohol concentration of 0.02 to 0.039 must be removed from his/her job duties for at least 24 hours.

(2) An employee who is alcohol tested and who has an alcohol concentration of 0.04 or greater must be immediately suspended without pay from his/her job and cannot return to job duties until the employee has been evaluated by a substance abuse professional and complied with any treatment recommendations intended to assist the employee with an alcohol problem.

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

Metro Government will follow the below listed disciplinary steps related to CDL alcohol testing;

Split Sample

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

Consequences of a positive drug test

The result of a positive drug test will result in immediate termination of employment.

Nothing in the law or in this policy prohibits Metro Government from exercising its independent management prerogative in applying appropriate discipline. Any employee who engages in behavior prohibited under this drug and alcohol policy shall be subject to discipline up to and including termination of employment.

Right of Representation

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

1.15 Drug & Alcohol Free Workplace and Testing For Non CDL Holders

1.15 (A) Louisville Metro Government is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and illegal drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Metro Government recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Conscientious efforts to seek such help will not jeopardize an employee's job and will not be noted in any personnel record. An employee must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal statute for violations occurring on or off Metro Government premises while conducting Metro Government business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free workplace Act of 1988.)

The provisions contained within this policy apply to all employees of Louisville Metro Government.

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and

to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

1.15 (B) Types of Alcohol and Drug Testing

Reasonable Suspicion

Employees may be asked to submit to drug and/or alcohol testing if reasonable suspicion exists to indicate that his/her health or ability to perform work may be impaired. Factors which could establish cause for reasonable suspicion testing include but are not limited to:

- Sudden changes in work performance.
- Repeated failure to follow instructions or operating procedures.
- Violation of safety policies.
- Discovery or presence of substances in an employee's possession or near the employee's workplace.
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance.
- Unexplained and/or frequent absenteeism.
- Personality changes or disorientation.

Post-Incident

An employee must submit to a drug and alcohol test after an on the job incident.

1. An incident for purposes of this policy is defined as an incident or injury in which:
 - (a) A person dies or requires medical treatment or
 - (b) Property damage is estimated by management at greater than \$500 or
 - (c) A Metro Government vehicle is involved or
 - (d) It involves an employee in a personal vehicle or equipment incident while on the job or
 - (e) A citation is issued under local or State law for a moving traffic violation.
2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to drug and alcohol test. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than 8 hours from the incident. Testing for drugs must take place no more than 32 hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than 48 hours after the incident unless unforeseeable circumstances prevent.

Split Sample

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

Consequences of a positive drug test

The result of a positive drug test will result in immediate termination of employment.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

- (1) Refuses or fails to appear for the screening.
- (2) Substitutes the specimen with that from another person.
- (3) Sends an imposter.
- (4) Alters the test specimen.
- (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
- (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
- (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

Right of Representation

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee in under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

Prohibited Behavior

An employee is expected and required to report to work on time and in appropriate mental and physical condition for work. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance or of an intoxicating substance on Metro Government premises or while conducting Metro Government business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.

Confidentiality

All information received by Louisville Metro Government through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

All drug-testing information will be maintained in separate confidential records.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

3. Be concerned about working in a safe environment.
4. Support fellow workers in seeking help.
5. Use the Employee Assistance Program.
6. Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- The policy will be reviewed in orientation sessions with new employees.
- Be subject to approval via the Document Management Server.

ARTICLE 24. ENTIRE AGREEMENT

Section 1. Metro Government and the Union shall not be bound by any requirement not specifically stated in this Agreement.

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from a Metro Government representative and the Chief Administrator of AFSCME Local 2629.

Section 3. If any provision of this Agreement should become invalid by operation of law or be declared invalid or permanently enjoined by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and collective bargaining negotiations concerning the invalid provision will commence within sixty (60) days of its invalidity.

ARTICLE 25. MERGER AND/OR CONSOLIDATION

In the event Metro Government and another governmental entity merges or consolidates any function or service performed by Members, AFSCME shall be given ninety (90) days' advance written notice by Metro Government of such action.

A meeting with AFSCME shall be promptly held following the notice to discuss the impact of the consolidation and/or merger on Members.

ARTICLE 26 TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. 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.

IN WITNESS WHEREOF, the parties have affixed their signatures this 31st day of July, 2014.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

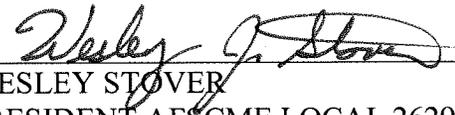
BY: 
Greg Fischer, Mayor

Date: 7-30-14

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

BY: 
DAVID ROBERTSON
BUSINESS REPRESENTATIVE

Date: July 30, 2014

BY: 
WESLEY STOVER
PRESIDENT AFSCME LOCAL 2629

Date: July 30, 2014

APPROVED AS TO FORM:


Michael O'Connell
Jefferson County Attorney