

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: 4/30/2011

EXPIRATION DATE: JUNE 30, 2012

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PREAMBLE

This Agreement made and entered into this _____ day of April, 2011 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 regularly perform the work of their employees; this intent is not to replace the employees but to supplement the workforce in peak times.

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. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with this Agreement.

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 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

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all Federal, state and local laws. Nothing herein shall be construed to prohibit the Revenue Commission 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 relating to benefits and working conditions, qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

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 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 membership must notify the Metro Government and Union expressly and individually, in writing by certified mail, within twenty (20) days following the effective date of this Agreement that such dues are not to be deducted. 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 biweekly 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. 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.

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

It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work on 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 the Metro Government shall have sole and complete right of reasonable discipline, including discharge, 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 the 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 10. 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 Director.

Section 2. Union Access

(A.) Bulletin boards. Metro Government agrees to provide Union designated space on available bulletin boards on each floor 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, 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 Union. 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, 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 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, 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.

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

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) 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 or her supervisor 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.

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 and 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 Revenue Commission Director in writing when the Union changes a Steward.

ARTICLE 12. PROBATIONARY EMPLOYEES

All newly hired or rehired employees shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall be for ninety (90) days and maybe extended an additional ninety (90) days at the option of Director. During the probationary period, employment shall be on a trial basis. During this period of time, the Revenue Commission may transfer, layoff or discharge the employee, as it deems necessary. Such action 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.

ARTICLE 13. 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, 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.

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 the Union stewards 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.

ARTICLE 14. 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 13 of this Agreement. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in a different classification in the same or lower wage scale, if the Member meets the qualifications of that classification. 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 have 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.

ARTICLE 15. 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, 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 of the job classification 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 of the job classification 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.

A Member shall not be permitted to exercise his/her bidding rights under this provision more than once in any six (6) months period, if the Member is awarded a bid and either refuses to take the position or fails to complete the probationary 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. Any Member in any division may request transfer to another division by notifying his/her immediate supervisor in writing. A record file of such request 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. Such list will be maintained for six (6) months from the initial request. And only one 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.

ARTICLE 16. 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 disciplinary action, suspension, discharge, setting forth cause shall be given the Members 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.

ARTICLE 17. 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 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) 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.

ARTICLE 18. 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>
034120	Clerk II	9.74	10.82	11.91
033360	Receptionist	10.28	11.37	12.45
062720	Maintenance Worker II	10.28	11.37	12.45
032500	Clerk Typist I	10.28	11.37	12.45
034450	Mail Room Operator	10.28	11.37	12.45
033550	Information Processing Clerk	11.91	12.45	13.54
031350	Administrative Clerk	12.99	13.81	14.62
017150	Revenue Collection Specialist Trainee	12.99	13.81	14.62
015800	Tax Processing Specialist Trainee	12.99	13.81	14.62
015790	Taxpayer Service Representative Trainee	12.99	13.81	14.62

017200	Revenue Collection Specialist	14.62	15.43	16.24
015500	Cash Control Assistant	14.62	15.43	16.24
022290	Paralegal	14.62	15.43	16.24
015850	Tax Processing Specialist	14.62	15.43	16.24
015770	Taxpayer Service Representative	14.62	15.43	16.24
	Senior Tax Processing Specialist	17.86	18.68	19.48
015480	Account Specialist	17.86	18.68	19.48
015600	Auditor Revenue	17.86	18.68	19.48
015680	Corporate Tax Auditor	21.38	22.20	23.01

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. 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. 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.

Salary Schedule:

(1.) On July 1, 2010, the hourly base pay rates on wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Addendum A.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2010, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members

on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

(2.) On July 1, 2011, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Addendum A.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2011, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

The occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government-recognized tax increment financing (TIF) district.

ARTICLE 19. WORK WEEK, WORK DAY AND OVERTIME

Section 1. The workweek shall be Monday through Friday, and shall consist of forty (40) hours per week, eight (8) hours per day, if ready, willing and able to work. The Director shall determine the regular starting and quitting times for the Members based on 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 - A Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of an eight (8) hour day, a forty (40) hour week Monday through Friday and on the sixth (6th) day of a workweek. Members shall be paid two (2) times the regular hourly rate for all hours

worked on the seventh (7th) day of the workweek or any holiday recognized by Metro Government.

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 week. Flex time is limited to one (1) hour per day.

ARTICLE 20. 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) 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.

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 born 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 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 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 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 witness shall 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 fifteen (15) 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 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.

Section 8. Tuition Reimbursement

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full time Members.

Section 9. Work on Higher Rated Jobs

After a Member is required to work for a minimum of two (2) 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 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. Each December, sick days above 80 are eligible to be sold to the Metro Government at the rate of 2 sick days to 1 day of pay to a maximum of 10 sick days (five days pay) per year. 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, parents, brother, 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 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. 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.

Section 13. 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 14. Pretax Premium And/Or Dependant Care Account

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

Section 15. 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.

ARTICLE 21. ENTIRE AGREEMENT

Section 1. Metro Government and 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 Metro Government representative and the representative of the Union.

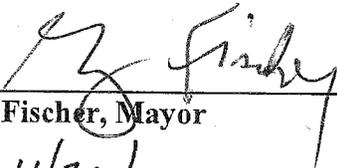
ARTICLE 22. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through June 30, 2012. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

Addendum A. Louisville Metro Bargaining Units – Base Pay Terminology

1. AFSCME – Library - “base hourly rate” (Article 13, Section 3) (2009)
2. AFSCME – Metro Technology - “hourly rate of pay” or “pay” (Article 15, Section 5) (2013)
3. AFSCME – Zoo – “base pay hourly rate” (Article 12, Section 2) (2013)
4. AFSCME Master - “hourly rates” or “salary” or “rate of pay” or “pay” (Article 24, Section 4) (2012)
5. AFSCME Parks Recreation and Maintenance - “base pay hourly rate” (Article 14, Section 2) (2013)
6. AFSCME Civilian Supervisory Employees of Louisville Metro Corrections – “hourly base pay rate” (Article 18, section 1)
7. Carpenters - IPL Code Enforcement & Support – “base hourly rate” (Article 18, Section 1) (2010)
8. Crossing Guard Association – LMPD – “hourly rate” (Article 6) (2013)
9. Firemen & Oilers – SWMS Waste Reduction – “hourly pay rate schedule” (Article 14, Section 2) (2011)
10. FOP – LMPD Captains and Lieutenants – “base hourly rate of pay” (Article 34, Section 2) (2011)
11. FOP – LMPD Sworn Officers and Sergeants - base hourly rate of pay” (Article 24, Section 2) (2011)
12. FOP – Corrections Lieutenants and Captains - “base hourly pay rate” (Article 23) (2010)
13. FOP – Corrections Officers and Sergeants – “base hourly pay rate” (Article 22) (2010)
14. IAFF - Fire Department – Majors – “annual salary pay rates” (Article 19, Section 2) (2011)
15. IAFF – Fire Department – Suppression – “hourly base pay rates” (Article 20, Section 1, B. & C.) (2013)
16. IBEW – MetroSafe - Radio Techs – “base hourly pay rate” (Article 15, Section 3) (2012)
17. IBEW – Works Electrical Workers – “base hourly rate” (Article 14, Section 4) (2011)
18. Teamsters – Civilian Police – “base hourly rate” (Article 16, Section 1 C.) (2010)
19. Teamsters - EMS – “salary schedule” or “pay grade” (Article 22, Sections 1, b. and 2, b.) (2010)
20. Teamsters - Master Agreement (Including Waterfront) – “base hourly rate” (Addendums A-E, See Compensation sections) (2009)
21. Teamsters – MetroSafe – “base hourly rate” (Article 16, Section 1) (2010)
22. Teamsters – Non-sworn Corrections - “pay” (Article 20, Section 2) (2013)
23. Teamsters - Revenue Commission – “salary schedule” (Article 18, Section 4) (2009)

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: 
Greg Fischer, Mayor

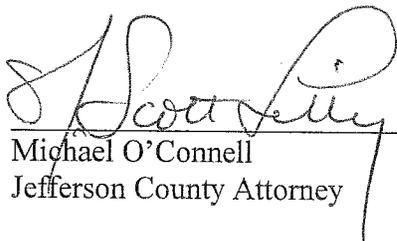
Date: 4/30/11

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

BY: 
Rick Bannister,
BUSINESS REPRESENTATIVE

Date: 4/28/11

APPROVED AS TO FORM:


Michael O'Connell
Jefferson County Attorney