

COLLECTIVE BARGAINING AGREEMENT

By and Between

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

AND

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

Department of Public Works and Assets:

Facilities Management Division
Fleet Services Division
Operations and Engineering Division

Department of Health and Wellness

Department of Housing and Family Services:

Human Services Division
Housing Division

Department of Economic Development:

Air Pollution Control District

Department of Finance and Administration:

Purchasing

Department of Public Protection:

Metro Animal Services Division
Metro Correction
Youth Detention Services

Department of Codes and Regulations:

Inspection, Permits and Licenses Division
Planning and Design Division

Effective Date: July 1, 2008

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 18th day of June, 2008, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (hereinafter referred to as "AFSCME").

ARTICLE 1. SCOPE & RECOGNITION

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.

Section 2. As used in this Agreement, "Member" means a non-probationary, non-supervisory, regular employee of Metro Government for whom AFSCME is recognized as the exclusive bargaining representative in the following Metro Government agencies and departments:

- Department of Public Works and Assets:
 - Facilities Management Division
 - Fleet Services Division
 - Operations and Engineering Division
- Department of Health and Wellness
- Department of Housing and Family Services:
 - Human Services Division
 - Housing Division
- Department of Economic Development:
 - Air Pollution Control District
- Department of Finance and Administration:
 - Purchasing
- Department of Public Protection:
 - Metro Animal Services Division
 - Metro Correction
 - Youth Detention Services
- Department of Codes and Regulations:
 - Inspection, Permits and Licenses Division
 - Planning and Design Division

Section 3. Nothing contained herein is intended to limit the rights of Members or intended to limit the right of Metro Government as provided by law. Now, therefore, the parties agree to be bound by the following terms and conditions.

Section 4. Except as otherwise provided in this Agreement, the provisions of Metro Government's Personnel Policies shall apply to the Members.

ARTICLE 2. MANAGERIAL RIGHTS

It is the right of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. The rights of Metro Government shall

include any subject not preempted by Federal, State or Municipal law and, but are not limited to:

- a. The right to direct the work of its employees;
- b. The nondiscriminatory right to hire, promote, assign, transfer and retain employees in positions within the public agency;
- c. The nondiscriminatory right to demote, suspend, discipline or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the agency in an emergency;
- g. The right to determine the methods, means and personnel by which operations are to be carried on;
- h. The right to set reasonable standards of service;
- i. The right to determine the content of job classifications.

Nothing in this Agreement shall be construed as reducing the authority conferred by law on Metro Government or in any way abridging or lessening such authority.

ARTICLE 3. SUBORDINATION

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted.

Section 2. Nothing herein shall be construed to prohibit the Department Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement.

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 female and/or masculine gender as the case may be.

ARTICLE 5. PERSONNEL FILES

Section 1. All official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department. Only one official file shall exist for each Member. However, nothing shall prevent management personnel

from keeping their own individual files on personnel matters, provided that documents and/or materials in the individual files of management personnel shall not be introduced as evidence in any disciplinary matter. Only those documents and materials in the official file of an employee may be introduced for such purposes.

Section 2. Metro Government will comply with the Kentucky Open Records Act as it relates to Members' personnel files. A Member shall have the right to review the contents of his or her personnel file. The Human Resources Department shall have three (3) working days to respond to any and all requests. Individuals, including Union Representatives, with written permission from a Member shall have the right to review the contents of the Member's personnel file. Reasonable requests to copy documents in the files shall be honored. The fee for photocopies shall be \$.10 per page.

Section 3. Nothing in the Collective Bargaining Agreement shall be construed to allow the circumvention of Metro Government personnel policies regarding the release of personnel records, nor allow violations of the provisions of KRS 61.870, et seq. All official personnel files shall be kept confidential from the public to the extent possible under the Open Records Act.

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 who chose not to join AFSCME, however, shall be required to pay their fair share of the cost of representation by AFSCME, the amount of which shall be determined by AFSCME. AFSCME shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction. AFSCME shall notify the Metro Government of the cost of representation by AFSCME and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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. Members wishing to revoke their AFSCME membership must notify the Metro Government and AFSCME expressly and individually, in writing by certified mail that such dues are not to be deducted. 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 twice monthly, 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 by the tenth (10th) day of the succeeding month after such deductions are made. Metro Government will provide AFSCME with a list of employees from whom the deductions are taken with each remittance to AFSCME.

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 this Agreement.

Section 8. Return to the Bargaining Unit

If a Member moves to a position outside of the bargaining unit, he/she may voluntarily return to his/her former classification within the bargaining unit during the first twelve (12) months of such move. In order for a Member to return to his/her former job classification, a vacancy must exist in that classification. No bumping of subsequently appointed personnel shall occur.

ARTICLE 7. UNION BUSINESS AND UNION STEWARDS

Section 1. Contract Negotiations

AFSCME may be represented by its President and Vice-President and not more than thirteen (13) AFSCME Members 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 appropriate Directors. Directors should be notified if there is a change in representatives on a temporary or permanent basis.

Section 2. Stewards

(A.) Metro Government and AFSCME agree that due to the number of locations in which the Members covered by this Agreement work, AFSCME shall designate forty (40) stewards who undertake the duties herein without loss of pay as follows:

Department of Health	eight stewards
Department of Human Services	five stewards
Youth Detention	two stewards
Fleet	one steward
Facilities	five stewards
Public Works	seven stewards
Corrections	one steward
Animal Services	one steward
All other departments	ten stewards

The duties of the stewards for the purposes of this Section shall be limited to:

- (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 Metro Government business;
- (c) administration of the Agreement;
- (d) presence as Union Representation for a Member when requested at any disciplinary or fact finding investigation or meetings.

Should it become necessary for a steward to leave his workstation during normal working hours for any purpose set herein, the steward shall notify his supervisor. The supervisor shall make reasonable efforts to allow the steward to leave his workstation and the permission of the supervisor shall not be unreasonably withheld.

Stewards shall hold super-seniority in the bargaining unit for purpose of layoff only.

(B) Metro Government shall grant time off up to a maximum of eight hundred and eighty (880) hours per calendar year for Union business with pay for the performance of Union business by either the President, Vice-President or AFSCME officers with the exception of contract negotiations. Any hours worked on Union business by the President, Vice-President or AFSCME officers in excess of eight hundred and eighty hours within a calendar year shall be considered an approved unpaid leave.

Metro Government shall grant unpaid leave of up to ten (10) workdays for up to ten (10) Members to attend AFSCME conventions and meetings.

Section 3. Union Access

(A.) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards 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, its Departments, 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. Any material which Metro Government determines to be in violation of this Agreement may be removed by Metro Government and AFSCME will be so informed. In addition, the Metro Government agrees AFSCME may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. Except for meeting notices, electronic mail must be authored by an AFSCME representative and copies of any material so electronically mailed shall likewise be furnished to the appropriate Director or designee prior to distribution.

(B) Access to work locations. With reasonable notice to the appropriate Director or designee and with the approval of the Director or his designee, a non-employee representative of AFSCME shall be allowed access to work locations not accessible to the general public.

Section 4. Unpaid leaves approved.

Upon the approval of the appropriate Director or designee and at the request of AFSCME, up to two (2) Members who are elected or appointed to positions with AFSCME may be granted leave without pay. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two weeks written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement.

Section 5. Union insignia

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

Section 6. Record of New and Rehired Employees.

Metro Government shall furnish a copy of the appropriate payroll form applicable to each new or rehired employee to the Union within a reasonable period following his/her employment.

Section 7. Labor-Management meetings

Metro Government and AFSCME will meet no less than twice a 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.

Section 8. Union Orientation

The Union will be allowed fifteen (15) minutes during the respective department orientation process for newly hired Metro employees, in which to make a presentation regarding Union membership for eligible employees.

Section 9. Meeting Space

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

The individual departments will make every effort to provide an area of privacy for the steward and grievant when engaged in grievance handling.

ARTICLE 8. DISCIPLINE

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. With the exception of counseling, warnings and reprimands, all intended disciplinary actions must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense.

No previous minor infractions may be considered except for those brought within the immediate preceding six (6) months. Minor infractions are defined as infractions that were handled with progressive discipline beginning with a counseling statement and have not progressed beyond a written reprimand.

No previous major infractions may be considered except for those brought within the immediate preceding one (1) year. Major infractions are defined as infractions that were not handled with progressive discipline or include suspension or dismissal.

a. COUNSELING: In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. Metro

Government will maintain a written record of such counseling. Counseling is not discipline.

b. **WRITTEN WARNINGS:** When infractions of rules are more serious or there are repeated minor infractions, a supervisor may issue a written warning to a Member. Written warnings shall be in writing and given to the Member and his Steward. The Director or designee will send a copy of the written warning to the Human Resources Department where the written warning will be placed in the Member's personnel file. The Member may grieve a written warning through the Grievance Procedure in this Agreement.

c. **WRITTEN REPRIMANDS:** When infractions of rules are more serious or there are repeated minor infractions, a supervisor may reprimand a Member. Reprimands shall be in writing and given to the Member and his steward. The Director or designee will send a copy of the reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file. The Member may grieve a written reprimand through the Grievance Procedure in this Agreement.

d. **SUSPENSIONS:** The Director or designee may recommend that a Member be suspended without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to 20 days during any 12 consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than 20 days in a 12-month period shall result in dismissal of the Member.

e. **DISMISSALS:** The Director or designee may recommend that a Member be dismissed for the most serious infractions of rules or a continued pattern of less serious infractions. The Member may grieve a dismissal through the Grievance Procedure in this Agreement.

Section 2. 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.

Section 3. 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 or removed from the Member's file to reflect the results of the grievance.

Section 4. When a non-criminal complaint alleging misconduct or rule violation by a Member is received, the complaint shall be investigated in a reasonable amount of time and a determination made as to the appropriate action to take. Metro Government shall not be required to investigate anonymous complaints. If the complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to an appropriate law enforcement entity.

Section 5. A copy of any disciplinary action that is to be placed in a Member's file shall be given to that Member and the Union by giving same to the Union Steward.

Section 6. A meeting on disciplinary action for minor infractions only shall be held by the Director or designee no later than ten (10) workdays from the date that the investigation and/or fact-finding process of the alleged incident has been completed.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of a specific provision of this Agreement. The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement. The following matters are considered grievable issues:

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Only the disciplinary actions as specified above as grievable

Section 2. A grievance may be initiated by AFSCME or an aggrieved Member. The Metro Government shall not retaliate or discriminate in any manner against any Member for initiating a grievance. A Member shall have the right to have an AFSCME representation (a steward or officer) at any disciplinary proceeding.

Section 3. Grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1. Within ten workdays of the aggrieved event, or within 10 workdays of when the Member and/or AFSCME could have reasonably known of the aggrieved event, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within ten workdays of the conference, request, in writing, a conference with the Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Director or designee within ten days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten days of the conference. The Member's AFSCME representation at this step shall be limited to one steward or employee-officer and one non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within ten workdays of receipt of the Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule

a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this and all subsequent steps in this grievance procedure is limited to one steward or employee-officer and two non-employee representatives, inclusive of an attorney if used. Within 30 days of receipt of the grievance, the Human Resources Director will make a determination and advise the Director or designee and the Member and AFSCME of the decision in writing.

Step 4. If the Member and AFSCME are still aggrieved after the decision of the Director of Human Resources, the Member and AFSCME may forward the grievance in writing within twenty (20) workdays from the receipt of the Director's decision to a mediator of the Kentucky Labor Cabinet, the Federal Mediation and Reconciliation Service or the Louisville Labor Management Committee. The mediator may schedule a conference with the aggrieved Member to assist in its determination. Within 30 days after receipt of the grievance, the mediator will make a determination and advise the Director of Human Resources, the Member and AFSCME of its recommendation. The mediator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The mediator shall consider only the specific issue or issues submitted to it and shall confine its decision to a determination of the facts and an interpretation and application of this Agreement.

The Director of Human Resources, after consulting with the Mayor, will then advise the Member whether the determination and recommendation of the mediator will be accepted.

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, the Member or AFSCME may advance the grievance to the next step.

Section 5. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of the termination of this Agreement.

Section 6. Members required to attend presentations, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

ARTICLE 10. SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Departmental seniority of a Member begins with the most recent date of employment

with his/her Department in an AFSCME position. Metro-wide seniority of a Member begins with the most recent date of employment with Metro Government, the former Jefferson County, or City of Louisville, as the case may be. Provided, however, all probationary employees must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment.

Section 2. Seniority shall be considered continuous unless the Member is:

- a. Terminated for cause;
- b. Voluntarily resigns or retires;
- c. Laid-off for lack of work and not recalled within two (2) years of such layoff;
- d. Fails to return to work by recall subsequent to a lay-off within seven (7) days after having been notified to do so by certified mail to last known address.

When a Member is terminated for any of these reasons and is subsequently re-employed, he shall be considered a new employee for all purposes.

Section 3. If a Member is promoted outside of the bargaining unit and then is returned to the unit for any reason but his personal choice within the next twelve (12) month period, such return is with restoration of seniority for purposes of vacation, sick time accrual and rate of pay only. If the Member does not return to the bargaining unit within the twelve (12) month period, unless otherwise provided herein, that Member loses all seniority.

Section 4. If a Member is promoted outside the bargaining unit and elects to return to the bargaining unit during the next twelve (12) month period, such return is with full restoration of seniority. If the Member does not return to the bargaining unit within the twelve (12) month period, unless otherwise provided herein, that Member loses all seniority.

Section 5. Metro Government shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every three (3) months.

Section 6. A Member may accrue up to six (6) months' seniority if he/she moves to a part-time, irregularly-scheduled position (also known as "bx," or "bargaining-unit exempt") and later returns to a regular full or part-time position in the bargaining unit. If the Member remains in the "bx" position for a period of time longer than six (6) months, there will be no further accrual of seniority, and that time will not be considered when calculating seniority upon a return to a regular full or part-time position in the bargaining unit.

Section 7. Unless otherwise provided within this agreement to the contrary, departmental seniority shall be used to determine overtime, vacation scheduling, shift assignment, and off days. Metro-wide seniority shall be used to determine salary and job-bidding.

ARTICLE 11. LAYOFF AND RECALL

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

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

Section 3. Layoffs of Members within each job classification within each Department shall be in the reverse order of Metro-wide seniority as defined in Article 10 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 as outlined in Article 10.

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

Section 7. AFSCME 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 12. ISSUES OF CLASSIFICATION

Section 1. Unless otherwise provided herein, the definitions of Metro Government's Personnel Policies concerning the following items shall apply to Members.

Section 2. Metro Government agrees to restrict a full-time temporary or seasonal employee in a position covered by this Agreement to 180 calendar days in a fiscal year.

Section 3. When a job description changes, Metro Government shall provide a copy to all affected Members within thirty (30) days.

Section 4. A job position may be reclassified or reallocated based upon a request made by a Member, a change in the Member's duties, or a reorganization of work within a Department covered by this Agreement. A reclassification or reallocation may result in a change of pay for the Member as provided in Article 24.

Section 5. A Member may be transferred or reassigned based upon a change in the Member's duties or a reorganization of work within a Department covered by this Agreement. A transfer or reassignment shall not be made for disciplinary reasons. A transfer or reassignment may result in a change of pay for the Member as provided in Article 24.

ARTICLE 13. 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.

Metro Government shall not engage in any lock out of the employees covered by this Agreement.

ARTICLE 14. DRUG TESTING

Section 1. Drug and/or Alcohol Testing for Cause

Other than as provided in Article 15, Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses, a drug or alcohol test shall only be given to those Members whom Metro Government suspects may be under the influence of drugs and/or alcohol. Reasonable suspicion shall be based on objective facts that a Member may be under the influence of drugs and/or alcohol. Metro Government shall document its observations and reasons to suspect a Member is under the influence of drugs and/or alcohol. The appropriate Department Director or designee shall order drug and/or alcohol detection tests after a review of these reasons.

Section 2. Right to Representation

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

A Member who is asked to submit to a drug and/or alcohol detection test will be allowed to list all prescription and non-prescription medications, or any other substance that may cause a positive result for the presence of prohibited substances. This list is only to be reviewed by the testing laboratory's certifying scientist, for the purpose of verifying test results.

Section 3. Employee Referrals

It is Metro Government's desire to aid Members with a substance-abuse problem. To this end, Metro Government will assist a Member in seeking aid for substance-abuse rehabilitation, either when the problem is discovered by Metro Government, or when a Member gives notice of a need for this type of treatment. For the first referral for substance-abuse treatment, the Member's job will be protected during his/her absence, provided there has been no illegal activities that would normally result in termination of employment.

A substance-abuse program may be either inpatient or outpatient, but must be an accredited or approved program under the Member's health-insurance plan. If the Member does not have such coverage, Metro Government will help the Member to locate an accredited or appropriately-licensed program. In either case, the Member will be responsible for payment of any treatment not covered by insurance.

Section 4. Discipline

Discipline may result from impaired job performance related to a Member's use of drugs and/or alcohol, and shall be consistent with the disciplinary procedures established within this Agreement. No previous charges regarding drug and/or alcohol use by the Member may be considered during the issuance of discipline, except those that had been brought within the previous twelve months.

Section 5. Testing Procedures

All drug and/or alcohol testing will be performed by laboratories that meet guidelines established by the U.S. Department of Health and Human Services. These standards shall apply to all sites and personnel involved in the testing procedure, if the collection of the test specimen, or any other aspect of the testing procedure, is conducted by a person or entity other than the laboratory originally selected.

Section 6. Prohibited Activity

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

- a) No Member shall use or possess any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes, in any manner violative of any federal or state law.
- b) No Member shall ingest any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes, unless as prescribed by a licensed

medical practitioner for that person, and shall be in compliance with departmental rules concerning same.

Violation of this Section shall be grounds for disciplinary action up to, and including, immediate dismissal.

ARTICLE 15. DRUG AND ALCOHOL POLICY PERTAINING TO EMPLOYEES HOLDING COMMERCIAL DRIVER'S LICENSES

Except as otherwise provided herein, the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses in the Metro Government Personnel Policy, and any amendments thereto which may be made during the term of this Agreement, shall apply to the Members. If any Member feels that any "positive" drug test results, which is the result of any initial test, is in error, he/she may request that the sample be sent to another approved Certified Health/Human Services laboratory. The Member will be required to pay the cost of the second test by authorizing the Metro Government to deduct that cost from any amounts currently owed that Member. If the second test is "negative", the cost of the test will be refunded.

ARTICLE 16. COMMERCIAL DRIVER'S LICENSE RENEWAL AND REIMBURSEMENT FOR COSTS

Any Member required by federal and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to the Family Health Center (Portland) for such exam at Metro Government's expense for the renewal of the CDL. This payment will be paid directly to the vendor by Metro Government.

ARTICLE 17. STAFFING LEVELS

It is the intent of Metro Government to maintain adequate staffing levels for the efficient and effective operation of Metro Government. However, nothing herein shall be construed as a limitation of qualification on Metro Government's managerial right to determine and/or fix staffing levels.

ARTICLE 18. CERTAIN BENEFITS

Section 1. Eligibility for Benefits

Full-time Members and part-time Members regularly scheduled to work a minimum of twenty-five (25) hours per week are eligible to participate in all benefits programs contained in this Agreement.

A part-time, regularly-scheduled Member who works at least 17 ½ hours during the workweek shall be granted vacation and holiday benefits on a pro rata basis. In addition, he/she shall be covered by Workers' Compensation and have access to the Employee Assistance Program.

Section 2. Life Insurance

Metro Government will provide Members with a group life insurance plan that contains the following provisions:

- a.) \$15,000.00 payment upon death of the insured; and
- b.) \$15,000.00 accidental death and dismemberment insurance.

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 3. Retirement Plan

Metro Government shall be a participant in the County Employment Retirement System (CERS) established by the Kentucky Legislature.

Section 4. Unemployment Insurance

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

Section 5. Jury Duty and Witness Leave

Any Member covered by this Agreement who is summoned for jury duty shall be compensated for the time of service required as a juror at the regular rate of pay of the Member. If a Member is released from jury duty for the entire day or before the completion of the workday, the employee is required to report to work. Members who fail to do so shall be considered absent without leave. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the employee shall be placed on a day shift, Monday through Friday, for the duration of the jury duty.

Any Member who represents Metro Government in legal proceedings, or who is subpoenaed as a witness on behalf of Metro Government at any administrative hearing process arising from an act of employment with Metro Government, or who is a plaintiff or defendant on behalf of Metro Government, shall be compensated for the time in the legal proceedings at the regular rate of pay of the Member.

Any Member who has been summoned for jury duty, or has been summoned or subpoenaed to appear as a witness, shall provide, upon receipt, a copy of the summons or subpoena to his/her supervisor, prior to having the leave approved.

Section 6. Military Leave

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 7. Tuition Reimbursement

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full-time Members and part-time Members regularly scheduled at least 17 ½ hours a week in the same manner as other Metro Government employees.

Section 8. Funeral Leave

A Member shall be given up to three (3) regularly scheduled workdays off with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, or any other relative of the Member residing in the Member's household.

To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before, if possible, or at one (1) hour after the time set for beginning work. Upon request, proof of death shall be furnished. Other approved leaves may be used in conjunction with funeral leave.

Section 9. Health Insurance

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for a majority of Metro Government employees, the percentage contributions for Members shall decrease to the same level.

Section 10. 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 11. 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 12. Personal Day

Members shall be eligible to receive one (1) paid personal day per year. Use of the personal day shall be approved by the appropriate Director or designee. Such approval shall not be unreasonably withheld.

Section 13. 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.

Section 14. Video Display Terminals Usage

The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for video display terminal (VDT) users. Where practical and feasible, Metro Government shall maintain standards for VDTs in accordance with the following guidelines:

- A. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each department responsible for such purchases. These guidelines will address desirable characteristics relating to screen positioning, keyboards, screen and character type and accessories.
- B. The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:
 - The ability to position the VDT and keyboard in relationship to each other and at the heights which are appropriate for the work to be performed by the user;
 - The ability to provide adequate lighting for the work to be performed;
 - The ability to minimize glare;
 - The ability to minimize printer noise; and
 - Chairs which may be adjusted to and which provide proper support for the user.

Metro Government will provide information and guidance to its work units that will assist them in creating an appropriate setting for VDT users.

- C. A Member whose work involves intensive VDT use as described herein shall be entitled to a five (5) minute pause from VDT use for each hour of intensive use. Any pause of shorter duration during each hour of intensive VDT use shall be counted as part of, and be subtracted from, this hourly five-minute pause. Individual departments will establish the pattern of usage for the additional pauses described above and advise AFSCME. During the additional pause periods, Metro Government may provide an alternative work assignment within the scope of the Member's classification.

Additional pauses for Members affected by intensive VDT use shall be in addition to their usual rest/break periods and meal periods. Metro Government and AFSCME agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with usual rest/break periods or meal periods.

Intensive VDT use is defined as:

- Use which requires continuous and sustained visual concentration on the VDT screen; and
- Use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations.

Section 15. Automobile Mileage Reimbursement

Should a Member be required to use his/her personal vehicle to conduct Metro Government business, the Member shall be compensated by receiving the amount of mileage reimbursement designated Metro Government. Metro Government business shall not include transportation to and from work.

Section 16. Tools and Equipment

Metro Government shall maintain in good condition those tools and equipment furnished to Members to perform their jobs.

Section 17. Family and Medical Leave Act

Members may be provided leave from work for a reason covered by the federal Family and Medical Leave Act of 1993 ("FMLA"), as contained in the Metro Government Personnel Policies. It is the Member's responsibility, if off for five (5) consecutive days and eligible for Federal Medical Leave, to fill out the FMLA forms.

Section 18. Communicable Disease

A Member shall be provided with appropriate information and procedures pertaining to all communicable diseases known to Metro Government to which a Member may have routine work place exposure.

Section 19. Uniforms and Protective Gear

Metro Government shall provide Members with uniforms and protective gear as necessary and appropriate for the work being performed. In order to receive new uniforms, the Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members.

Section 20. Asbestos and Toxic Materials

Any Member whose regular duties may involve or expose him/her to asbestos 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 21. 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 22. 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 23. Workers Compensation

a. Metro Government shall provide workers compensation coverage for all Members covered by this Agreement.

b. Metro Government shall permit an injured Member, who is covered by workers compensation, who also has sick leave accumulation to his/her credit to elect (in cases of injury on the job) to draw from accumulated sick leave (if any) an amount when added to his/her workers compensation pay (if any) would equal his/her normal weekly earnings.

Section 24. 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 25. Vehicles and Equipment

If a Member believes that a vehicle or any equipment is unsafe and does not meet the requirements of any Federal, State, or Local Laws, he/she shall report that fact to

his/her immediate supervisor who shall then determine the status of the vehicle or equipment. If the Member requests, the supervisor shall confirm the status in writing to the Member. If the supervisor determines the vehicle or equipment is operable, then the Member shall operate the vehicle or equipment. Any disagreement between the Member and his/her supervisor shall be treated as a grievance.

Metro Government shall use its best efforts to equip all Metro owned vehicles used by the Members with reflective devises or flares, first aid kits and a fire extinguisher.

Section 26. 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 27. Maintenance of Standards

Metro Government agrees that all conditions of employment relating to wages under this Agreement shall be maintained at no less than the highest minimum standard in effect at the time of the signing of this Agreement.

Section 28. Employment Development and Training

Metro Government and the Union recognize the need for the training and development of Members in order to assure that services are efficiently and effectively provided and that employees are afforded the opportunity to develop their skills to their highest potential. In recognition of such principle, Metro Government shall endeavor to provide Members with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in the Member's work assignments and for periodic changes therein, including where available and relevant to such work, procedural manuals.

Metro Government agrees to meet periodically with the Union to discuss training and development concerns.

The Metro Government, at no cost to Members, shall provide training mandated by Metro, State or Federal law, or required as a condition of continued employment. Training shall be counted as time worked.

Section 29. Article Replacement, Repairs or Reimbursements

It is agreed that Metro Government shall replace, repair or reimburse (where applicable) the value, subject to depreciation, of any personal article damaged or destroyed belonging to a Member provided that:

1. The loss actually occurred in the course of or as a result of employment and assigned duties; and
2. The loss was not occasioned by negligence or fault of the Member; and

3. The presence of the personal property on the job was reasonable and appropriate; and
4. There is no other source for reimbursement for the loss, including regular payments such as uniform or equipment allowances; and
5. The reimbursement can be made without an undue amount of expense.

Section 30. Demotion

Metro Government's position is that demotion is a discipline action and change in compensation as a result of such discipline should be decided on a case by case basis.

Section 31. Voting Leave

All employees of Metro Government who are eligible to vote, in any election in the Commonwealth of Kentucky or the State of Indiana, shall be allowed up to four (4) hours off without pay during the time voting locations are open. Employees must request voting leave, in writing if requested by the supervisor, two (2) days prior to the date of any election.

ARTICLE 19. HOURS OF WORK AND OVERTIME

Section 1. The work week for full-time Members shall be forty (40) hours.

Section 2. Members in the following positions shall work a forty (40) hour work week as of the effective date of this Agreement with no change to their annual salary: Advanced Registered Nurse Practitioner, Community Health Nurse Specialist and Senior Substance Abuse Counselor.

Section 3. Full-time Members currently working a thirty-seven and one-half hour (37 ½) work week shall continue that work week for Fiscal Years 2006-2007 and 2007-2008; in Fiscal Year 2008-2009 the work week shall increase to forty (40) hours.

Section 4. Full-time Members currently working a thirty-five (35) hour work week shall continue that work week for Fiscal Years 2006-2007 and 2007-2008; in 2008-2009 the work week shall increase to thirty-seven and one-half hour (37 ½) hours and in Fiscal Year 2009-2010 the workday shall increase to forty (40) hours.

Section 5. Non-exempt hourly Members shall receive one and one half (1 ½) times their regular hourly rate (which shall include shift premium if any) for all hours actually worked in excess of forty (40) hours in a workweek. "Hours actually worked" shall include any paid leave taken during the workweek. Unless otherwise provided in this Agreement, overtime will be divided equally among Members who meet the minimum qualifications within a classification by seniority.

Section 6. Exempt Members in the following positions shall accumulate compensatory time for hours actually worked in excess of 40 hours in a workweek: Advanced Registered Nurse Practitioner, Community Health Nurse Specialist and Senior Substance Abuse Counselor. For accumulation purposes, "hours actually worked" shall include any paid leave taken during the workweek. Compensatory time balances may not exceed eighty (80) hours at the completion of any pay period. The accrual and use of accrued compensatory time must be approved in advance by the Member's supervisor. A Member is not paid for accumulated compensatory time upon separation.

ARTICLE 20. VACATION

Except for Members in the Youth Detention Center required to work 24-7, annual vacation leave with pay will be granted to all Members and vacation time will accrue in accordance with the following:

Full years of Service	Annual Accrual Rate
0-1 year	2 calendar weeks
1 year	2 calendar weeks + 1/5 th of calendar week
2 years	2 calendar weeks + 2/5 th of calendar week
3 years	2 calendar weeks + 3/5 th of calendar week
4 years	2 calendar weeks + 4/5 th of calendar week
5 years	3 calendar weeks
6 years	3 calendar weeks + 1/5 th of calendar week
7 years	3 calendar weeks + 2/5 th of calendar week
8 years	3 calendar weeks + 3/5 th of calendar week
9 years	3 calendar weeks + 4/5 th of calendar week
10 years	4 calendar weeks
11 years	4 calendar weeks + 1/5 th of calendar week
12 years	4 calendar weeks + 2/5 th of calendar week
13 years	4 calendar weeks + 3/5 th of calendar week
14 years	4 calendar weeks + 4/5 th of calendar week
15 years	5 calendar weeks

a.) For the purpose of this section, all of a Member's service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of service. This credit shall accrue on a weekly or bi-weekly basis depending upon a Member's frequency of pay.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays and five (5) workdays for Members whose regular work week is five (5) days.

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

d) 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 appropriate Director prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) A Member shall not accrue more than 60 days of vacation credit at the completion of any given pay period. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed 40 days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least equal to the number of work hours for which unused vacation leave was paid.

(f) If a holiday recognized by this Agreement should fall during a Member's vacation leave, such Member shall be granted an additional day of vacation leave.

ARTICLE 21. HOLIDAYS

Section 1. Except for Members in the Youth Detention Division required to work 24/7, 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

Section 2. In addition, after the effective date of this Agreement, Members shall be granted two 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 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. It is understood by the parties that for the current calendar year of 2008, the Members floating holidays may not be granted if the effective date of this Agreement is after the Veteran's Day and Christmas Eve holidays have been taken.

Section 3. 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.

Section 4. 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.

ARTICLE 22. SICK LEAVE

Section 1. Sick leave with pay shall be granted to all full-time Members at the rate of one (1) work day per month for each full month of service. 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.

Section 2. Part-time regularly-scheduled Members shall be granted sick leave on a prorated basis.

Section 3. Unused sick leave shall be cumulative without any maximum.

Section 4. 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, or other relative living in the household of the Member. Such leave, if in excess of four (4) consecutive days, the Member may be required to furnish proof of the necessity for such absence.

Section 5. Sick leave may be used for all medical appointments.

Section 6. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his/her credit, except as provided in Section 8- of this article.

Section 7. To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee before or within one (1) hour after the time set for beginning work. For Members who work in departments that have more than one shift, at least one (1) hour before the Members scheduled shift.

Section 8. 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.

Section 9. Whenever sick leave provisions appear to be abused, the Member claiming such sick leave may be required to furnish proof of the necessity for such absence. A Member who has been cited in writing for abuse of sick leave may be required by the Department Executive to produce a medical/doctor's statement at any time.

Section 10. Regular Members are eligible to participate in a sick leave incentive plan. Regular 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. A Member who in December has a sick leave balance greater than 80 days will be eligible to sell each day in excess of 80 days up to a maximum of 10 days a year. For each two sick leave days sold, the Member will receive one day of pay. Each Member will be allowed to designate the number of days that the Member wishes to sell.

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

ARTICLE 23. CALL OUT PAY

All hours worked on a call out, which occurs at a time outside of an Member's regularly scheduled hours of work, when an Member has left the work premises and is contacted at home, etc., shall be paid at one and one-half (1-1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member shall work the four (4) hour minimum period.

Overtime in conjunction with the normal shift, when scheduled in advance or which extends the normal work shift, shall not be considered as a call out. Extending the normal work shift refers to the beginning and/or ending of the shift, but shall not result in an earlier shift ending than is regularly-scheduled.

ARTICLE 24. COMPENSATION AND LONGEVITY

Section 1. The Job Classifications and their respective pay grades for Members under this Agreement are listed in Addendum A. The starting rate of pay for each pay grade is listed in Addendum B.

Section 2. Effective July 1, 2008, Members on the payroll as of June 30, 2008, except for Members whose hours increase from 35 hours a week to 37 ½ hours a week or from 37 ½ a week to 40 hours a week on July 1, 2008, but including Members in the classifications of Advanced Registered Nurse Practitioner, Community Health Nurse Specialist, and Senior Substance Abuse Counselor, shall receive a 3.8% increase in their rate of pay.

Section 3. Effective July 1, 2009, except for those Members whose hours increase from 37 ½ a week to 40 hours a week, Member's pay shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document and as 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 two (2%) percent whichever is greater. Provided however, 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.

Section 4. Effective July 1, 2010, and each subsequent fiscal year under this Agreement, Member's pay shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document and as 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 two (2%) percent whichever is greater. Provided however, 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.

Section 5. Effective July 1, 2008, longevity steps for Members shall be a one and one-half (1 ½ %) percent increase in the Member's rate of pay upon the Member's anniversary hire date at the completion of: six (6) months, one year, three years, five years, seven years, and nine years; and two (2%) percent increase in the Member's rate of pay upon the Member's anniversary hire date at the completion of: eleven years, thirteen years, fifteen years, seventeen years and eighteen years.

Section 6. In FY 2008-2009, and for each subsequent fiscal year under this Agreement, Metro Government shall disburse a single longevity service payment to each Member **currently receiving** a longevity service payment (or eligible prior to July 1, 2008) i.e., having ten or more years (120 or more months) of Metro-wide seniority as of December of each fiscal year. Each payment will equal the monthly service rate of five (\$5.00) dollars multiplied by the number of the Member's Metro-wide seniority.

Members employed prior to July 1, 2008, but not yet receiving a longevity service payment shall receive the longevity service payment **after** the Member has eighteen or

more years (216 or more months) of Metro-wide seniority, as of December of each fiscal year. Each payment will equal the monthly service rate of five (\$5.00) dollars multiplied by the number of the Member's Metro-wide seniority.

This longevity service payment **shall not apply** to any Member hired or transferred into this bargaining unit after July 1, 2008.

Section 7. Any Member with a Commercial Driver's License (CDL) in the Public Works and Assets Department shall receive thirty (\$0.30) cents per hour additional compensation so long as the position requires that a Member maintain a CDL.

Section 8. Members in Inspections, Permits and Licensing who were not paid under the expiring AFSCME contract and therefore whose pay was not adjusted by the annual increases under that contract shall receive the following increases retroactively from July 1 of the respective year or their hire date, whichever is closer in time to the effective date of this Agreement.

Fiscal Year 2005-2006	2%
Fiscal year 2006-2007	2.24%

Section 9. Members in Inspection Permits and Licensing reclassified as provided in Article 25, Section 8, shall on July 1, 2008, but after the 3.8% increase in Section 2 above, be placed upon the pay and longevity scale in Addendum C based upon years of service in the new classification. Provided, however, if a Member's rate of pay upon reclassification is higher than it would be in Addendum C, the Member shall continue to receive the higher pay. When the Member's pay rate no longer exceeds the pay designated for the Member's years of service in the classification, that Member shall resume receiving longevity increases.

ARTICLE 25. DEPARTMENT SPECIFIC PROVISIONS

Section 1. DEPARTMENT OF PUBLIC WORKS AND ASSETS, FACILITIES MANAGEMENT DIVISION

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Division of Facilities Management.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Department/Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain posted for five (5) business days in house, then posted for five (5) days to all current Metro employees. When a job vacancy is posted, such posted vacancy for bid shall include the number of positions

available for bid. During the period of posting, Metro Government shall have the right, with regard to seniority, to fill the position temporarily, not to exceed ninety (90) days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels, seniority, and documented employment factors related to the Member's job history. The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY EMPLOYEES

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. WORK ASSIGNMENTS

1. Members in the custodian positions are required to "change" all types of light of bulbs by use of a six (6) foot ladder or less; run the buffer; and clean the steps and sidewalks of the facility to which they are assigned.

2. Any Member performing work in the classification of painter will as part of the regular duties of the job lift and/or move furniture or other objects of reasonable weights (i.e., those not sufficient to cause injury) necessary to perform the assigned job.

3. Metro Government shall have the right to assign temporary lead-persons without job bid and at the Metro Government's discretion.

A lead-person's duties shall be:

a. To relay supervisor's instructions as to the assignment of Members to the various jobs.

b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.

c. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

d. The lead-person is responsible for the completion and performance of the job assigned.

e. While acting as a lead-person, a Member shall be paid at the rate of Seventy Cents (\$.70) per hour over the published rate of the job classifications to which they are normally assigned. In addition the Seventy Cents (\$.70) per hour shall be computed as time worked for all compensable time off. However, the Metro Government will not pay Sick Leave or Vacation Pay based upon the additional \$.70 per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

4. Supervisors shall not perform bargaining unit work except in cases of emergency.

E. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The work week shall consist of five (5) consecutive days Monday through Friday and forty (40) hours per week if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent or temporary basis, the Members shall be notified of the change two (2) weeks prior to its effective date in writing. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government.

2. Members shall be allowed a one-half (1/2) hour unpaid lunch, and with the Director's approval, may be allowed to utilize two (2) fifteen (15) minute paid breaks together to constitute an hour lunch break. Provided, however, if the Members leave the work site for the lunch period, travel from and back to the work site must be within the hour lunch break.

F. TRAINING

Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

G. DISTRIBUTION OF OVERTIME

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

2. All Members are required to have a working telephone number that shall be given to their Department/Division by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is busy, is an answering machine, or is out of order. In addition, Metro Government may provide Members with pagers. If the Department is unable to communicate with a sufficient number of Members by use of the telephone, then the Department shall page the Members beginning with the Member highest in seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work. Provided, however, overtime may be considered mandatory during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Metro Government has attempted one time to contact Members covered by this Section

Section 2. DEPARTMENT OF PUBLIC WORKS AND ASSETS, FLEET SERVICES DIVISION

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Division of Fleet Services.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Department/Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain posted for five (5) business days in house, then posted for five (5) days to all current Metro employees. When a job vacancy is posted, such posted vacancy for bid shall include the number of positions

available for bid. During the period of posting, Metro Government shall have the right, with regard to seniority, to fill the position temporarily, not to exceed ninety (90) days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels, seniority, and documented employment factors related to the Member's job history. The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY EMPLOYEES

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. WORK ASSIGNMENTS

1. The parties agree that Metro Government shall notify the Union prior to any relocation of Metro Government Fleet Services that affects the work being performed by the Members.

2. Supervisors shall not perform bargaining unit work except in cases of emergency.

E. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The work week shall consist of four (4) or five (5) consecutive days Monday through Thursday or Monday through Friday and forty (40) hours per week if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent or temporary basis, the Members shall be notified of the change two (2) weeks prior to its effective date in writing. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this

Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two fifteen (15) minute paid breaks per workday.

F. TRAINING

Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

G. DISTRIBUTION OF OVERTIME

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

2. All Members are required to have a working telephone number that shall be given to their Department/Division by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is busy, is an answering machine, or is out of order. In addition, Metro Government may provide Members with pagers. If the Department is unable to communicate with a sufficient number of Members by use of the telephone, then the Department shall page the Members beginning with the Member highest in seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work. Provided, however, overtime may be considered mandatory during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Metro Government has attempted one time to contact Members covered by this Section.

H. TOOLS

Members shall receive a \$150.00 tool allowance, to be distributed in voucher form to the employees, and used within the fiscal year in which it is awarded. Tools to be purchased with these vouchers shall be those used on the job, and shall be approved by the unit supervisor. Members may also use this allowance to pay for ASE study materials. Metro Government may require proof that tools/ASE materials are purchased.

**Section 3. DEPARTMENT OF PUBLIC WORKS AND ASSETS,
OPERATIONS AND ENGINEERING DIVISION**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Division of Operations and Engineering.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Department/Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain posted for five (5) business days in house, then posted for five (5) days to all current Metro employees. When a job vacancy is posted, such posted vacancy for bid shall include the number of positions available for bid. During the period of posting, Metro Government shall have the right, with regard to seniority, to fill the position temporarily, not to exceed ninety (90) days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels, seniority, and documented employment factors related to the Member's job history. The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY EMPLOYEES

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose

probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at the Metro Government's discretion.

A lead-person's duties shall be:

a. To relay supervisor's instructions as to the assignment of Members to the various jobs.

b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.

c. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

d. The lead-person is responsible for the completion and performance of the job assigned.

e. While acting as a lead-person, a Member shall be paid at the rate of Seventy Cents (\$.70) per hour over the published rate of the job classifications to which they are normally assigned. In addition the Seventy Cents (\$.70) per hour shall be computed as time worked for all compensable time off. However, the Metro Government will not pay Sick Leave or Vacation Pay based upon the additional \$.70 per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

2. Supervisors shall not perform bargaining unit work except in cases of emergency.

E. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The work week shall consist of four (4) or five (5) consecutive days Monday through Thursday or Monday through Friday and forty (40) hours per week if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent or temporary basis, the Members shall be notified of the change two (2) weeks prior to its effective date in writing. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour unpaid lunch and two fifteen (15) minute paid breaks per workday.

F. TRAINING

Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

G. DISTRIBUTION OF OVERTIME

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

2. All Members are required to have a working telephone number that shall be given to their Department/Division by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is busy, is an answering machine, or is out of order. In addition, Metro Government may provide Members with pagers. If the Department is unable to communicate with a sufficient number of Members by use of the telephone, then the Department shall page the Members beginning with the Member highest in seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work. Provided, however, overtime may be considered mandatory during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Metro Government has attempted one time to contact Members covered by this Section.

Section 4. DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Department of Public Health and Wellness.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable, or voluntary transfers shall be restricted to the Members of the Department in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted at the Human Resources Department and within each facility of the affected Department/Division within forty-eight (48) hours. Such notice shall remain posted for one hundred twenty (120) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

3. The position will be awarded based upon the following criteria: attainment of required skill levels; seniority; and documented employment factors relating to the Member's job history.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists. Except for hours worked and overtime, no Member will receive less than their present rate of pay as a result of an involuntary transfer or reassignment.

C. PROBATIONARY PERIOD

All appointments to positions in the Department of Public Health and Wellness are subject to satisfactory completion of a probationary period of one hundred twenty (120) calendar days, unless extended. Extension of probation will not exceed a period of ninety (90) days.

D. FLEX TIME, ON-CALL AND SHIFT CHANGES

1. Members within the Public Health and Wellness Department ("Health Department") may flex their work schedule with approval of the Director or designee. "Flex" for purposes of this Agreement shall mean rescheduling the work day starting and ending times within the same work week. Members may not flex their work schedule if it disrupts the work of the Health Department or its mission.

2. A Member put "on-call" by a supervisor to be available to return to work after normal work hours within thirty (30) minutes of receiving notification by either a pager, a telephone, or other means, shall be compensated a flat rate of fifty dollars

(\$50.00) per work week of on-call status unless the Member receives call-out pay during that work week.

3. The Health Department will notify a Member at least twenty-four (24) hours prior to making a permanent time change to the Member's shift.

E. SPECIAL COMPENSATION

1. Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the second hour of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

2. A Member shall receive one (\$1.00) dollar per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay.

Section 5. DIVISIONS OF HUMAN SERVICES AND HOUSING

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Divisions of Human Services and Housing.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain for five (5) business days in house, then posted for five (5) days to all current Metro employees. Whenever a job vacancy is posted, such posted vacancy for bid shall include the number of positions available for bid. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily, not to exceed ninety (90) days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels; seniority; and documented employment factors relating to the Member's job history. The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list

of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees. The probationary period shall be 90 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 90-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. SPECIAL COMPENSATION

1. Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the second hour of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

2. Any Member shall receive one (\$1.00) dollar per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay.

**Section 6. DIVISIONS OF AIR POLLUTION CONTROL,
PURCHASING AND METRO ANIMAL SERVICE**

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Divisions of Air Pollution Control, Purchasing, and Metro Animal Service.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain posted for five (5) business days in house, then posted for five (5) days to all current Metro Government employees. Whenever a job vacancy is posted, such posted vacancy for bid shall include the number of positions available for bid. During the period of posting, Metro Government shall have the right, with regard to seniority, to fill the position temporarily, not to exceed 90 days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels, seniority; and documented employment factors relating to the Member's job history.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. SPECIAL COMPENSATION

1. Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the second hour of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

2. Any Member shall receive one (\$1.00) dollar per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay.

E. ANIMAL SERVICES:

1. Uniforms. The Metro Government acknowledges that certain Animal Services Members are presently required to wear uniforms during the performance of their duties. Metro Government will provide such uniforms. It is the intent of this Agreement that all Animal Service Members who are provided footwear should have two useable pairs of boots, (men's or women's as appropriate). In addition, Metro Government will provide five uniforms and a pair of gloves.

2. Holiday Scheduling. The Metro Government and the Union agree that scheduling for holiday work will occur in the following manner. The Metro Government will first ask for volunteers. If additional personnel are needed, assignment will be rotated based upon the most recent holiday worked. A current list of holiday work assignments will be maintained by the department.

3. Equipment. The Metro Government will ensure that issued equipment is in proper working order.

4. In filling vacancies in Animal Services from outside of Metro Government, credit for purposes of pay only may be granted for prior experience with another organization at the discretion of the Director.

Section 7. DIVISIONS OF CORRECTION AND YOUTH DETENTION SERVICES

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Divisions of Correction and Youth Detention Services.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain for five (5) business days in house, then posted for five (5) days to all current Metro employees. Whenever a job vacancy is posted, such posted vacancy for bid shall include the number of positions available for bid. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily, not to exceed ninety (90) days.

3. The position will be awarded based upon the following criteria: attainment of required skill levels; seniority; and documented employment factors relating to the Member's job history.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working

days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees. The probationary period shall be 180 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 180-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. RANDOM DRUG TESTING FOR CORRECTIONS AND YOUTH
DETENTION SERVICES

1. *Statement of Policy*

Members in Metro Corrections and Metro Youth Detention Services, due to the nature of their work environment, shall be subject to the following Drug Testing Policy.

2. *Notice of Policy*

All Members shall be provided a copy of this Policy and all newly hired members will be provided with a copy of it on or about their initial date of hire. No member shall be tested before a copy of this Policy is provided to him/her.

3. *Definitions*

"Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.

"Reasonable Suspicion" means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations that would suggest that a member maybe in violation of this policy.

"Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

4. *Prohibitions*

Members shall be prohibited from:

- Reporting to work or working under the influence of illegal drugs.
- Consuming or possessing illegal drugs at any time while on duty, or anywhere on any Metro Government premises or in any Metro Government vehicles, except when authorized in the line of duty.

- Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty.
- Abusing any prescription drug.
- Failing to report immediately to the Director any duty-related restrictions imposed as a result of prescription medications they are taking.

5. *Drug Testing Permitted*

(a) Reasonable Suspicion. Where Metro Government has reasonable suspicion to believe that a Member is: (a) abusing prescription drugs; or (b) possessing or using illegal drugs, Metro Government shall have the right to require the Member to submit to drug testing as set forth in this Policy. Members shall not be subjected to random medical testing involving urine analysis or other similar or related tests for the purpose of discovering possible drug abuse, except as specifically provided for this Policy.

(b) Random Testing. During the workday, Members are subject to random testing for drugs. The annual number of such random tests shall not exceed 50% of the number of members of the Department subject to testing as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. Metro Government shall select employees for random testing using an approved random number generating computer program. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

6. *Test to Be Conducted*

In conducting the testing authorized by this Agreement, Metro Government shall comply with the following:

- The lab selected to perform drug tests shall be federally certified to do drug testing.
- After initial identification confirmation, the specimen collected from the member shall be identified only by the member's social security number or acceptable coding throughout the testing process.
- A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- The standard ten (10) panel drug screen shall be used by the testing laboratory.
- Metro Government's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months (provided written notice is given the lab by Metro Government before the expiration of the 12-month period) or for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- Metro Government will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical

laboratory at the member's own expense, provided the member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.

- Metro Government will require that its drug testing lab report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that a member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Policy, a positive drug test results means the presence of drugs and/or their metabolites in a member that equal or exceeds the levels set forth in this Policy.

- Provide each member tested with a copy of all information and reports received by Metro Government in connection with the testing and the results.

7. *Drug Testing Standards (HHS Standards)*

All testing will be done pursuant to Federal Standards.

8. *Disciplinary Action*

A member who tests positive for illegal drugs shall be subject to discharge.

9. *Employee Assistant Program*

Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Policy. EAP Administrator and EAP staff assigned to a member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A member voluntarily seeking assistance shall not be disciplined under this Policy for seeking such assistance.

10. *Records Retention and Use*

Records of a positive drug test or refusal to submit to such test as provided in the Policy shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

11. *Changes in Testing Procedure*

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

12. *Conflict with Other Laws*

This Policy does not supersede or waive any rights that the member may be entitled to under the Federal or State constitutions or laws. Any action taken

pursuant to the Policy, including any positive test results shall not be used as evidence or otherwise in any criminal proceeding against the member.

E. ANNUAL VACATION LEAVE

For Members required to work 24-7, annual vacation leave with pay will be granted to all Members and vacation time will accrue in accordance with the following:

Full years of Service	Annual Accrual Rate
0-1 year	4 calendar weeks
1 year	4 calendar weeks + 1/5 th of calendar week
2 years	4 calendar weeks + 2/5 th of calendar week
3 years	4 calendar weeks + 3/5 th of calendar week
4 years	4 calendar weeks + 4/5 th of calendar week
5 years	5 calendar weeks
6 years	5 calendar weeks + 1/5 th of calendar week
7 years	5 calendar weeks + 2/5 th of calendar week
8 years	5 calendar weeks + 3/5 th of calendar week
9 years	5 calendar weeks + 4/5 th of calendar week
10 years	6 calendar weeks
11 years	6 calendar weeks + 1/5 th of calendar week
12 years	6 calendar weeks + 2/5 th of calendar week
13 years	6 calendar weeks + 3/5 th of calendar week
14 years	6 calendar weeks + 4/5 th of calendar week
15 years	7 calendar weeks

a.) For the purpose of this section, all of a Member's service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of service. This credit shall accrue on a weekly or bi-weekly basis depending upon a Member's frequency of pay.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays and five (5) workdays for Members whose regular work week is five (5) days.

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

d) 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 appropriate Director prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) A Member shall not accrue more than 60 days of vacation credit at the completion of any given pay period. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed

40 days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least equal to the number of work hours for which unused vacation leave was paid.

f) If a holiday recognized by this Agreement should fall during a Member's vacation leave, such Member shall be granted an additional day of vacation leave.

F. SPECIAL COMPENSATION

1. Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the second hour of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

2. Any Member shall receive one (\$1.00) dollar per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay.

Section 8. CODES AND REGULATIONS DEPARTMENT

I. ***INSPECTIONS, PERMITS AND LICENSES DIVISION***

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Divisions of Inspections Permits and Licenses (IPL) and Planning and Design.

B. JOB REQUIREMENTS

In IPL Metro Government shall merge the job functions and job requirements of the following positions into one classification: Building Inspector I & II, Commercial Building Inspector, Commercial Plan Reviewer I & II, Heating Inspector I & II, HVAC Inspector, Permit Writer, Residential Plan Reviewer I & II. The new position shall be called Plan Reviewer/Building/Mechanical Inspector and will have four levels of proficiency: Trainee, I, II, and III ("PR/B/M Inspector"). Members shall obtain the following state certifications within the time specified for levels of proficiency:

Classification	State Certification Level	New Employee Must be Certified	Current Employee Must be Certified
PR/B/M Inspector Trainer	One and Two Family Dwelling Inspector	Within 6 months of employment	Within 6 months of the effective date of contract
PR/B/M Inspector I	Building Inspector Level I	Within 12 months of employment	Within 18 months of the effective date of contract
PR/B/M Inspector II	Building Inspector Level II	Within 18 months of employment	Within 24 months of the effective date of contract

PR/B/M Inspector III	Building Inspector Level III	Optional	Optional
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Existing positions classified above will be converted as follows:

1. Upon the effective date of this Agreement, all Members **currently** in job classifications being eliminated shall be reclassified as a PR/B/M Inspector at the appropriate level based upon meeting the requirements of the job classification. Such Members shall have twenty-four months from the effective date of this Agreement to meet the qualifications of PR/B/M Inspector II. Members who fail to meet those qualifications shall be laid off. A Member shall not be allowed to grieve a lay off under this provision. Members shall be required to take their initial applicable tests within six (6) months of the effective date of this Agreement.
2. Any vacant position in a job classification being eliminated shall be reclassified as a PR/B/M Inspector at the level needed by Metro Government.
3. Reclassification as a PR/B/M Inspector III shall be subject to an available vacancy in a funded PR/B/M Inspector III position.

C. PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, other than as provided in paragraph B. above, shift, assignment changes or voluntary transfers, if available, shall be restricted to the Members of IPL. If no Member qualifies for the promotion the position will be posting outside of IPL and Metro Government.
2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted at the Human Resources Department and within the Division within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

3. The position will be awarded based upon the following criteria: attainment of required certifications, seniority and documented employment factors relating to the Member's job history.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

E. CLASSIFICATIONS

1. The following classifications shall be changed as indicated in Subparagraph B above:

Current Job Titles	New Job Titles
Building Inspector I & II Commercial Building Inspector Commercial Plan Reviewer I & II Heating Inspector I & II HVAC Inspector Permit Writer Residential Plan Reviewer I & II	Plan Review/Building/Mechanical Inspector ("PR/B/M Inspector" Trainee, I, II, or III as appropriate)

2. The following classifications shall be created and/or changed as the case may be upon the effective date of this Agreement:

Current Job Titles	New Job Titles
Electrical Inspector I Electrical & Residential Inspector I	Electrical Inspector I
Electrical & Res. Inspector II	Electrical Inspector II
Elevator Inspector	Elevator Inspector I
None	Elevator Inspector II
Plumbing Inspector I	Plumbing Inspector I
Plumbing Inspector II	Plumbing Inspector II
None	Electrical Inspector Trainee
None	Elevator Inspector Trainee

3. No Member shall be required to perform instruction/training of recently hired bargaining unit employees, i.e., instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs.

F. SPECIAL COMPENSATION

1. Metro Government agrees to pay for each certification test for each Member the first time the Member takes the test. If a Member fails the test, any retest is at the Member's expense, provided, however, if the Member passes a retest, Metro Government shall reimburse the Member the cost of that test.

2. So long as an electrical inspector is assigned to carry an IPL pager in order to contact L G & E, the electrical inspector shall be compensated one hour at time and one half (1 ½) the Member's regular hourly rate of pay for each day of such assignment. There is no guarantee that such assignments will continue throughout the term of this Agreement.

3. Metro Government shall have the right to assign temporary lead-persons without job bid and at the Metro Government's discretion. A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- c. To advise management as to the need for personnel/logistics changes and following through on and directing such changes.
- d. To record job related information as directed by management.
- e. To be responsible for the timely completion and performance of the job tasks assigned to the working team.
- f. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

While acting as a lead-person, a Member shall be paid at the rate of fifty (\$0.50) cents per hour over the regular hourly rate of the Member assigned. Metro Government will not pay Sick Leave or Vacation Pay based upon the additional fifty (\$0.50) cents per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

II. *PLANNING AND DESIGN DIVISION*

A. APPLICATION

Notwithstanding anything in any other provision of this Agreement to the contrary, the following terms and conditions shall apply to Members in the Division of Planning and Design.

B. PROMOTION/JOB BIDDING/TRANSFERS

1. Job bidding for promotions, shift or assignment changes, where applicable or voluntary transfers shall be restricted to the Members of the Division in which the vacancy exists.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted at the Human Resources Department and within each facility of the affected Division within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

3. The position will be awarded based upon the following criteria: attainment of required skill levels, seniority; and documented employment factors relating to the Member's job history.

4. In each instance in which job bidding occurs, the Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Written notice of an involuntary, non-disciplinary transfer or reassignment shall be given by Metro Government to the affected Member at least ten (10) working days prior to the intended transfer or reassignment date, unless a bona fide emergency exists.

C. PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees. The probationary period shall be 120 days and may be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 120-day probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation. During the probationary period, Metro Government may transfer, layoff or discharge said employee as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this Agreement.

D. SPECIAL COMPENSATION

1. Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the second hour of such assignment (minimum 5% higher rate) and such higher rate shall be continued as long as the Member is so assigned.

2. Any Member shall receive one (\$1.00) dollar per hour additional pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors

shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay.

ARTICLE 26. THIRD PARTY CONTRACTING

Metro Government shall not subcontract for any work or services normally and historically performed by Members for the purpose of reducing or replacing (i.e. laying off) Members.

ARTICLE 27. ERODING THE BARGAINING UNIT

Metro Government recognizes the integrity of the bargaining units. Metro Government is philosophically opposed to employing seasonal, temporary or part-time employees or permitting volunteers and inmates to work for the purposes of eroding the bargaining unit or evading this Agreement. Likewise, job program participants will not be hired or be permitted to volunteer to work for the purpose of eroding the bargaining unit or evading this Agreement. However, nothing herein shall prevent Metro Government from hiring seasonal, temporary or part-time employees, job program participants, or permitting volunteers or inmates to work.

ARTICLE 28. MERGER AND/OR CONSOLIDATION

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

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

ARTICLE 29. PROBATIONARY PERIOD

Unless otherwise specified in this Agreement, all appointments to positions under this Agreement are subject to a satisfactory completion of a probationary period of one hundred twenty (120) calendar days, unless extended. Extension of probation will not exceed a period of ninety (90) calendar days.

ARTICLE 30. ENTIRE AGREEMENT

Section 1. Metro Government and AFSCME 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 AFSCME.

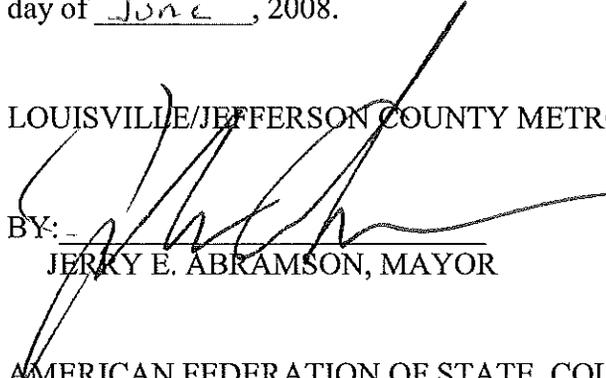
Section 3. If any article or section of this Agreement should become invalid by operation of law or be declared invalid or permanently enjoined by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and either party may request collective bargaining negotiations concerning the invalid provision within thirty days of its invalidity.

ARTICLE 31. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The term of this Agreement shall be from July 1, 2008 through June 30, 2012. The parties agree to commence bargaining on a subsequent Agreement no later than 120 days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 17th day of June, 2008.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: 
JERRY E. ABRAMSON, MAYOR

DATE: 6-18-08

AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES,
LOCAL 2629

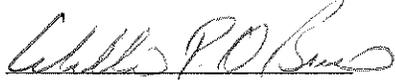
BY: 
RICK BANNISTER, BUSINESS AGENT
AFSCME COUNCIL 62

DATE: 6-17-08

BY: 
GINO CARBENIA
ADMINISTRATOR/PRESIDENT
AFSCME LOCAL 2629

DATE: 6-17-08

APPROVED AS TO FORM:


Irv Maze, Jefferson County Attorney

Addendum A. Job Titles and Grades (Alphabetical)

Job Title	Grade
Account Clerk Typist	11
Advanced Registered Nurse Practitioner	51
Air Pollution Compliance Officer	19
Air Pollution Technician I	17
Air Pollution Technician II	19
Animal Care Specialist	9
Animal Control Clerk	13
Animal Control Dispatcher	9
Animal Control Incinerator Operator	11
Animal Control Officer I	15
Animal Control Officer II	17
Associate Planner	21
Auto Service Worker II	11
Automotive Mechanic I	17
Automotive Mechanic II	21
Boiler & Cooling Systems Operator	13
Clerk Typist I A/U	9
Clerk Typist II	11
Community Development Program Analyst	19
Community Health Medical Asst	15
Community Health Nurse Specialist	50
Community Health Services Clerk	13
Community Health Social Services Assistant I	11
Community Health Social Services Assistant II	15
Community Health Social Worker	21
Corrections Clerk	13
Court Process Officer	17
Custodial Worker I	5
Custodial Worker II	7
Data Systems Analyst	23
Data Systems Operator	9
Electrical Inspector I	23
Electrical Inspector II	25
Electrical Inspector Trainee	21
Elevator Inspector I	21
Elevator Inspector II	23
Elevator Inspector Trainee	20
Environmental Health Specialist	23
Equipment Operator	16
Expanded Functions Dental Assistant	15
Health Education Specialist I	19
Health Education Specialist II	23
Heating Vent/Air Conditioner Mechanic	15

Heavy Equipment Mechanic I	19
Heavy Equipment Mechanic II	21
Housing Rehabilitation Technician	17
Information & Referral Technician	13
Inmate Grievance Counselor	17
Intergenerational Program Worker	13
Inventory Control Specialist	17
Laboratory Assistant	9
Laboratory Technician	15
Laboratory Technologist	19
Licensed Practical Nurse	19
Mail Clerk	5
Maintenance Carpenter I	13
Maintenance Carpenter II	17
Maintenance Electrician I	15
Maintenance Electrician II	19
Maintenance Painter I	13
Maintenance Painter II	17
Maintenance Plumber I	15
Maintenance Plumber II	19
Maintenance Worker	11
Management Assistant	15
Nutrition Center Supervisor	7
Nutrition Services Educator	23
Nutrition Services Specialist	28
Office Service Worker	5
Plan Reviewer-Water and Sewer	15
Planning Technician	17
Plumbing Inspector I	23
Plumbing Inspector II	25
PR/B/M Inspector I	21
PR/B/M Inspector II	23
PR/B/M Inspector III	25
PR/B/M Inspector Trainee	20
Public Works Inspector	21
Purchasing Support Technician	11
Radiologic Technician A/U	17
Receptionist A/U	7
Receptionist Typist	9
Recreation Specialist	19
Research Assistant	17
Residential Energy Conservation Tech	19
Secretary - A/U	13
Secretary/Stenographer	13
Senior Equipment Operator	20
Senior Social Worker	25
Senior Substance Abuse Counselor	50

Senior Youth Program Worker	19
Sign Technician	17
Social Service Technician	11
Social Worker	21
Substance Abuse Counselor	23
Translator	13
Veterinary Assistant	13
Vital Statistics Specialist	15
Youth Program Aide	9
Youth Program Worker	17

Job Titles and Grades (by Grade)

Job Title	Grade
Custodial Worker I	5
Mail Clerk	5
Office Service Worker	5
Custodial Worker II	7
Nutrition Center Supervisor	7
Receptionist A/U	7
Animal Care Specialist	9
Animal Control Dispatcher	9
Clerk Typist I A/U	9
Data Systems Operator	9
Laboratory Assistant	9
Receptionist Typist	9
Youth Program Aide	9
Account Clerk Typist	11
Animal Control Incinerator Operator	11
Auto Service Worker II	11
Clerk Typist II	11
Community Health Social Services Assistant I	11
Maintenance Worker	11
Purchasing Support Technician	11
Social Service Technician	11
Animal Control Clerk	13
Boiler & Cooling Systems Operator	13
Community Health Services Clerk	13
Corrections Clerk	13
Information & Referral Technician	13
Intergenerational Program Worker	13
Maintenance Carpenter I	13
Maintenance Painter I	13
Secretary - A/U	13
Secretary/Stenographer	13
Translator	13

Veterinary Assistant	13
Animal Control Officer I	15
Community Health Medical Asst	15
Community Health Social Services Assistant II	15
Expanded Functions Dental Assistant	15
Heating Vent/Air Conditioner Mechanic	15
Laboratory Technician	15
Maintenance Electrician I	15
Maintenance Plumber I	15
Management Assistant	15
Plan Reviewer-Water and Sewer	15
Vital Statistics Specialist	15
Equipment Operator	16
Air Pollution Technician I	17
Animal Control Officer II	17
Automotive Mechanic I	17
Court Process Officer	17
Housing Rehabilitation Technician	17
Inmate Grievance Counselor	17
Inventory Control Specialist	17
Maintenance Carpenter II	17
Maintenance Painter II	17
Planning Technician	17
Radiologic Technician A/U	17
Research Assistant	17
Sign Technician	17
Youth Program Worker	17
Air Pollution Compliance Officer	19
Air Pollution Technician II	19
Community Development Program Analyst	19
Health Education Specialist I	19
Heavy Equipment Mechanic I	19
Laboratory Technologist	19
Licensed Practical Nurse	19
Maintenance Electrician II	19
Maintenance Plumber II	19
Recreation Specialist	19
Residential Energy Conservation Tech	19
Senior Youth Program Worker	19
Elevator Inspector Trainee	20
PR/B/M Inspector Trainee	20
Senior Equipment Operator	20
Associate Planner	21
Automotive Mechanic II	21
Community Health Social Worker	21
Electrical Inspector Trainee	21
Elevator Inspector I	21

Heavy Equipment Mechanic II	21
PR/B/M Inspector I	21
Public Works Inspector	21
Social Worker	21
Data Systems Analyst	23
Electrical Inspector I	23
Elevator Inspector II	23
Environmental Health Specialist	23
Health Education Specialist II	23
Nutrition Services Educator	23
Plumbing Inspector I	23
PR/B/M Inspector II	23
Substance Abuse Counselor	23
Electrical Inspector II	25
Plumbing Inspector II	25
PR/B/M Inspector III	25
Senior Social Worker	25
Nutrition Services Specialist	28
Community Health Nurse Specialist	50
Senior Substance Abuse Counselor	50
Advanced Registered Nurse Practitioner	51

Addendum B. Starting Rates of Pay by Grade

**Hourly Rates or Salary effective July 1, 2008 for new Members
Hired into 35 or 37 ½ hour positions (New employees work 40 hrs.)**

	Start
GRADE	Step 1
5	9.00
7	9.63
9	10.37
11	10.81
13	11.63
15	12.50
16	12.81
17	13.43
19	14.43
20	14.80
21	15.50
23	16.69
25	17.87
28	19.17
50	37381.50
51	54600.00

**Hourly Rates or Salary effective July 1, 2008 for new Members
Hired into 40 hr., salaried or part time positions**

	Start
GRADE	Step 1
5	9.34
7	10.00
9	10.76
11	11.22
13	12.07
15	12.98
16	13.30
17	13.94
19	14.98
20	15.36
21	16.09
23	17.32
25	18.55
28	19.90
50	38802.00
51	56674.80

Addendum C IPL \ Reclassifications

Years of Service in the New Classification

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
	Start	6 mo.	1 yr	3 yrs	5 yrs	7 yrs	9 yrs	11 yrs.	13 yrs	15 yrs	17 yrs.	18 yrs.
Electrical Inspector I	17.32	17.58	17.84	18.11	18.38	18.66	18.94	19.33	19.71	20.11	20.51	20.93
Electrical Inspector II	18.55	18.83	19.11	19.40	19.69	19.98	20.28	20.69	21.10	21.53	21.95	22.39
Electrical Inspector Trainee	16.09	16.33	16.58	16.83	17.08	17.33	17.59	17.95	18.31	18.67	19.05	19.43
Elevator Inspector I	17.32	17.58	17.84	18.11	18.38	18.66	18.94	19.33	19.71	20.11	20.51	20.93
Elevator Inspector II	16.09	16.33	16.58	16.83	17.08	17.33	17.59	17.95	18.31	18.67	19.05	19.43
Elevator Inspector Trainee	15.36	15.59	15.83	16.07	16.31	16.56	16.81	17.14	17.48	17.83	18.19	18.55
Plumbing Inspector I	17.32	17.58	17.84	18.11	18.38	18.66	18.94	19.33	19.71	20.11	20.51	20.93
Plumbing Inspector II	18.55	18.83	19.11	19.40	19.69	19.98	20.28	20.69	21.10	21.53	21.95	22.39
PR/B/M Inspector I	16.09	16.33	16.58	16.83	17.08	17.33	17.59	17.95	18.31	18.67	19.05	19.43
PR/B/M Inspector II	17.32	17.58	17.84	18.11	18.38	18.66	18.94	19.33	19.71	20.11	20.51	20.93
PR/B/M Inspector III	18.55	18.83	19.11	19.40	19.69	19.98	20.28	20.69	21.10	21.53	21.95	22.39
PR/B/M Inspector Trainee	15.36	15.59	15.83	16.07	16.31	16.56	16.81	17.14	17.48	17.83	18.19	18.55