

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO, LOCAL 3447-02 AND LOCAL 3447-03**

**METRO LOUISVILLE PARKS DEPARTMENT  
MAINTENANCE AND RECREATION UNITS.**

**July 1, 2007 – June 30, 2013**

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 31<sup>st</sup> day of Dec., 2007 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 3447-02 AND LOCAL 3447-03 (hereinafter referred to as "AFSCME").

## ARTICLE 1. SCOPE

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

Section 2. As used in this Agreement, "Members" means non-probationary, non-supervisory permanent employees of the Metro Parks Department Maintenance and Recreation Units for whom AFSCME was recognized as the bargaining representative. 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.

## ARTICLE 2. MANAGERIAL RIGHTS

Section 1. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the exclusive rights of the Metro Government include, but are not limited to, the right to:

- a. determine the mission of its constituent departments, divisions, commission, and boards;
- b. set standards of service;
- c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions
- d. direct its employees
- e. take disciplinary action;
- f. maintain the efficiency of governmental operations;
- g. determine the methods, means and personnel by which operations are to be conducted;
- h. determine the content of job classifications;
- i. take all necessary actions to carry out its mission in emergencies;

- j. exercise complete control and discretion over its organization and the technology of performing its work

Section 2. It is expressly intended that the duties, responsibilities and functions of the Metro Government in the operation of its Parks Department shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

Section 3. Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members.

### **ARTICLE 3. SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, 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. Nothing herein shall be construed to prohibit the Director of Parks from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Human Resources Director from adopting rules applicable to the Members not inconsistent with the express provisions of this Agreement relating to qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

### **ARTICLE 4. GENDER**

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

### **ARTICLE 5. PERSONNEL FILES**

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. 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. Any charges shall be reasonable.

## ARTICLE 6. UNION SECURITY

Section 1. Membership in AFSCME is not compulsory. Members have the right to join or not join and neither AFSCME nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by AFSCME, the amount of which shall be determined as set forth in Metro Louisville Code of Ordinance Section 35.056.

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. 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 biweekly in an amount certified by AFSCME. All AFSCME dues and fees, including fair share fees, deducted 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(10<sup>th</sup>) day of the succeeding month after such deductions are made. AFSCME shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. AFSCME shall notify the Metro Government of the cost of representation by AFSCME and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

Section 6. No Member shall be discriminated against under this Agreement for membership in a labor organization.

Section 7. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of the Union 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 8. Metro Government and AFSCME shall share equally the cost of printing this Agreement.

Section 9. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

## **ARTICLE 7. UNION BUSINESS AND UNION STEWARDS**

### *Section 1. Contract Negotiations*

AFSCME may select not more than five (5) Members to represent AFSCME 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 Parks Director or designee.

### *Section 2. Stewards and Service Officer*

(A.) AFSCME shall designate seven (7) stewards for the bargaining unit representing Members covered by this Agreement. Each steward shall be elected from and serve within the respective district in which the stewards serves. The seven (7) districts are set forth in Appendix A to this Agreement.

The duties of the stewards 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 Park business; (c) administration of the Agreement.

AFSCME may select a Chief Steward from among the seven district stewards who shall be permitted to substitute for any one of the area stewards who is on vacation, on sick leave or otherwise absent.

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) The Chief Steward or Chapter President will also serve as the Service Officer for the bargaining unit. The Service Officer will be subject to all the provisions set forth in this Article. The Service Officer will hold a full-time position with the Parks Department. The Parks Department will pay up to one thousand (1000) hours per calendar year for Union business by the Service Officer as outlined above, with the exception of contract negotiations. Any hours worked on Union business by the Service Officer in excess of one thousand and forty hours within a calendar year shall be considered an approved unpaid leave. The Parks Department may, at the request of AFSCME, compensate the Service Officer for the time spent in excess of one thousand and forty hours provided AFSCME agrees to reimburse the Parks Department.

(C) Metro Government shall grant time off up to a maximum of ten working days per year with pay for the bargaining unit, cumulatively, for the performance of Union business by either the Chapter President or Stewards. For permission to utilize such leave, a written request for approval shall be submitted to the Director or designee fifteen (15) working days prior to such leave.

### 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, Metro Parks Department, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of AFSCME. All notices of AFSCME will consist of items in good grammar and taste and shall be signed by an AFSCME representative and shall be on AFSCME letterhead. Copies of any material so posted shall be furnished to the Parks Director or designee. 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. The electronic mail must be authored by an AFSCME representative and copies of any material so electronically mailed shall likewise be furnished to the Parks Director or designee prior to distribution.

(B) Access to work locations. With reasonable notice to the Parks Director or designee and with the approval of the Parks 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 Parks 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 or buttons reflecting membership in AFSCME, provided, however, those Members working in a service uniform shall be required to have said reasonable size pins or buttons approved by the Parks Director or his designee prior to wearing said pins or buttons on their uniform. Such approval shall not be unreasonably withheld.

*Section 6. Notice of new hires.*

The Parks Department shall notify AFSCME within a reasonable period of any new employee is added to the payroll in a position covered by this Agreement.

*Section 7. Notice of policy changes*

Metro Parks shall give prior notice to AFSCME in writing of any Parks' policy changes affecting Members.

*Section 8. Labor-Management meetings*

Metro Parks and AFSCME will meet no less than twice a calendar year for the purpose of discussing issues important to both. This meeting 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 9. The Union will be allowed fifteen (15) minutes during the Metro parks orientation process, in which to make a presentation regarding Union membership for eligible employees.

## **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. A meeting on disciplinary action for minor

infractions only shall be held by the Director or designee no later than ten (10) consecutive days from the date that the investigation and/or fact-finding process of the alleged incident has been completed. 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 Parks 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 give to the Member and his Steward. The Parks 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 Parks 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 Parks 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 Parks 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 at any 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.

## **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 seven consecutive days 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 seven consecutive days of the conference, request, in writing, a conference with the Parks Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Parks 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 seven consecutive days of receipt of the Parks Director's or designee' 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 Parks 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 the Louisville Labor Management Committee ("Committee") or, if the Committee is unable to respond to the grievance within 90 days, to a mediator from the Kentucky Labor Cabinet. The Committee or mediator may schedule a conference with the aggrieved Member to assist in its determination. Within 30 days after receipt of the grievance, the Committee or mediator will make a determination and advise the Director of Human Resources, the Member and AFSCME of its recommendation. The Committee or 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 Committee or 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 Committee or 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. Seniority of a Member begins with the most recent date of employment with the Parks Department, 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 with Metro Parks.

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

- a) Terminated for cause;
- b) Voluntarily resigns;
- 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 five (5) 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 except that of rates of pay.

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, 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, that Member loses all seniority.

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

## **ARTICLE 11. JOB BIDDING AND PROMOTIONS**

Section 1. When a vacancy is to be filled or a job is created in a position covered by this Agreement, including promotional opportunities, the notice of the position to be filled shall be posted for five (5) working days in conspicuous locations appropriate for such notice in Parks facilities and a copy given to AFSCME.

Section 2. When an opportunity occurs to promote an employee, such promotion shall be based on the following criteria: a) qualifications; b) disciplinary actions for major infractions; and c) seniority.

Section 3. The Parks Director or designee shall have the right to fill the position temporarily, provided, however temporary assignments must meet the standard set forth above.

Section 4. If a Member receives a promotional position, he shall be placed in Step 1 of the promotional pay range if that step provides an actual increase in wages for the Member. If not, the member will be placed in the Step of the promotional pay range that provides the Member with a 5% wage increase.

Section 5. AFSCME shall be notified as to the names of the applicants in the bargaining unit applying for the position and the name of the person awarded the position.

## **ARTICLE 12. TRANSFERS**

Section 1. Transfer of Members is the movement from one position or task assignment to another position or task assignment within Metro Parks Department, Maintenance and Recreation units. Transfers shall not be made for disciplinary reasons, nor be unreasonably withheld during the transfer process. The transfer selection process shall begin in 2007, and be implemented in January, 2008.

Section 2. Between October 1 and December 15 of every two (2) years of this Agreement, Members in the classifications of Park Worker I and Park Worker II shall be provided an opportunity to make a voluntary transfer within the Parks Department, to be effective by the third full pay period in January. The provisions of the current Maintenance Division Transfer Policy detailing the process and procedures of voluntary transfer and any amendments thereto that may be made during the term of this Agreement, shall apply to the Members. Management shall have the right of assignment.

Section 3. Between August 1 and August 31 of every two (2) years of this Agreement, Members in the Recreation Division shall be provided an opportunity to make a voluntary transfer within the Recreation Division, to be

effective by the third full pay period in January. The provisions of the Recreation Division Transfer Policy detailing the process and procedures of voluntary transfer and any amendments thereto that may be made during the term of this Agreement, shall apply to the Members. Management shall have the right of assignment.

Section 4. At such time as separate classifications for the Golf Division are established, a separate internal transfer process for those classifications will be performed annually following the same procedure outlined above.

### **ARTICLE 13. LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of employees in the Maintenance and Recreation Units 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 Maintenance and Recreation Units covered by this Agreement shall be laid off first.

Section 3. Layoffs of Members within each job classification shall be in the reverse order of seniority as defined in Article 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. 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 5. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

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

### **ARTICLE 14. WAGE SCHEDULE AND LONGEVITY PAY**

Section 1.

(A.) Members will move within the "Wage Schedule" based on years of service in their respective classification.

**JULY 1, 2007- JUNE 30, 2008**

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u> 0-1 Yrs	<u>Step 2</u> 1-3 Yrs	<u>Step 3</u> 3-6 Yrs	<u>Step 4</u> 6+ Yrs
Full Time					
063630	Carpenter	13.86	14.50	15.22	15.99
019810	Storekeeper II	12.16	12.76	13.43	14.09
072210	Forester I	13.44	14.09	14.79	15.55
063540	Welder	13.86	14.50	15.22	15.99
063390	Plumber	13.86	14.50	15.22	15.99
079900	Mechanic II	14.49	15.21	15.96	16.68
	Electrician I	15.24	16.00	16.74	17.58
063270	Electrician II	16.67	17.53	18.36	19.26
071360	Park Worker I	10.58	11.10	11.67	12.23
071330	Park Worker II	12.16	12.76	13.43	14.09
071300	Park Worker II-P/U-CDL	12.16	12.76	13.43	14.09
071270	Park Worker III P/U/CDL	14.49	15.21	15.96	16.68
074420	Golf Maintenance Worker II	12.39	13.01	13.70	14.37
062810	Maintenance Trades Assistant	12.39	13.01	13.70	14.37
072420	Horticultural Park Worker I	12.64	13.27	13.98	14.65
054480	Pool Technicians	15.21	15.98	16.75	17.51
Full Time					
053210	Recreation Leader	13.81	14.47	15.20	15.91
053270	Recreation Assistant	12.50	13.12	13.81	14.47
053330	Recreation Worker	10.38	10.79	11.30	11.89
061570	Historic Riverside Assistant	12.13	12.73	13.40	14.06
061480	Historic Riverside Site Supervisor	13.41	14.06	14.76	15.51
Part Time					
053360	Recreation Worker	8.99	8.99	8.99	8.99
	Recreation Aide	6.03	6.03	6.03	6.03

Section 2. For fiscal years beginning July 1 2008, July 1, 2009, July 1, 2010, July 1, 2011, and July 1, 2012, the Base Pay Hourly Rate as contained in the Wage Schedule 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 estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or 2% whichever is more. 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 (TIF) district.

The Wage Schedules attached at Appendix B represent the minimum pay increase for each fiscal year under this Agreement.

Section 3. In addition to the above hourly rates, a Member, in a CDL slot, with a valid CDL Class B license shall receive an additional \$.20 per hour and a Member, in a CDL slot, with a valid CDL Class A license shall receive an additional \$.25 per hour.

In addition to the above hourly rates, a Member assigned to a regularly scheduled work crew that starts after 12:00 noon shall receive an additional \$ .15 per hour.

Section 4. Each Member in the Maintenance Unit shall receive annual longevity pay in the following amounts:

<b>Year of Continuous Service</b>	<b>Annual Longevity Pay</b>
Less than seven (7)	-0-
After seven (7), but less than ten (10)	\$ 100.00
After ten (10), but less than fifteen (15)	\$ 150.00
After fifteen (15), but less than twenty (20)	\$ 200.00
After twenty (20)	\$ 250.00

Longevity pay shall be calculated as of November 15 each fiscal year and payable the first pay period in December of that respective fiscal year.

Section 5. Each Member in the Recreational Unit shall receive annual longevity pay in the following amounts:

<b>Year of Continuous Service</b>	<b>Annual Longevity Pay</b>
Less than seven (7)	-0-
After seven (7), but less than ten (10)	\$ 150.00
After ten (10), but less than fifteen (15)	\$ 200.00
After fifteen (15), but less than twenty (20)	\$ 250.00
After twenty (20)	\$ 300.00

Longevity pay shall be calculated as of November 15 each fiscal year and payable the first pay period in December of that respective fiscal year.

Section 6. Park Worker II's who passed Landscape Maintenance Courses in 1996, 1997 and 1998 and received an additional premium per hour base pay under prior Agreements shall continue to receive the premiums as follows:

1996	\$.15 per hour
1997	\$.10 per hour
1998	\$.05 per hour

Section 7. Any Park Worker I, II, or III, up to a maximum of thirty (30%) percent of these classifications, who successfully obtains and maintains their

Kentucky Agricultural License/Certification will receive an additional fifteen (15) cents an hour.

## **ARTICLE 15. PERSONNEL POLICY**

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members, including, but not limited to: retirement benefits, tuition assistance, vacation, workers compensation, Employee Assistance Program, unemployment insurance, group dental insurance, sick leave, jury duty and witness leave, military training and service, and voting leave, family & medical leave and personal leaves of absence.

## **ARTICLE 16. FOR RECREATIONAL UNIT: WORK WEEK/OVERTIME**

Section 1. If ready, willing and able to work, all full-time Members shall be guaranteed a forty (40) hour work week consisting of a minimum of five consecutive days, except for emergency circumstances. The work week shall run from Sunday through the following Saturday, during seven (7) consecutive twenty-four (24) hour periods. No work schedule shall be changed as a result of punitive or arbitrary reasons.

Section 2. The provision of this article shall not apply to overtime equalization required for snow emergency assignments required of the Recreation Department by Metro Government or to other overtime assignments of an emergency nature, including but not limited to, natural disasters. If this cause deviation from overtime equalization, the Director will use his best efforts to equalize the overtime offerings and the Union recognizes that such efforts will require some deviation from the overtime provisions to bring this dis-equalization back into equalization.

Section 3. Any hours worked in a work day will be consecutive hours.

### **Section 4. *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 or anywhere other than at a work site, 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 called out shall work the four (4) hours minimum period.

Neither regularly scheduled nor unscheduled overtime as defined herein shall be considered "call out" for which a four hour minimum "call out pay" is required. Regularly scheduled overtime is overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled

overtime is overtime requested of the Member while still at a work site either before or after the Member's normally scheduled shift.

**ARTICLE 17. FOR MAINTENANCE UNIT: WORK SCHEUDLE;  
OVERTIME; CALL OUT PAY; AND PAY FOR GOLF COURSE MAINTENANCE  
AND PARKS MAINTENANCE**

Section 1. *Work Schedule*

Metro Parks shall publish a work schedule for each respective member and transmit that to each Member on the last scheduled day of that Member's workweek preceding the next scheduled workweek.

Members will be guaranteed a forty (40) hour workweek consisting of either five (5) consecutive workdays of eight (8) hours or four consecutive workdays of ten (10) hours, either of which shall be termed a "work day." Additionally, Members shall have a regular starting time.

Section 2. *Overtime*

A Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours including for work performed on the sixth (6th) day for an eight (8) hour a day member and on the 5th and 6th day for ten (10) hour a day member. If a Member is required to work in excess of forty (40) hours and in excess of 6 consecutive days in a workweek, then the Member shall be paid two (2) times the Member's regular hourly rate for work performed on the seventh (7<sup>th</sup>) day of that work week.

Without interrupting an uncompleted job in progress (hereinafter "continuation work"), overtime shall be divided equally within a classification among those capable of doing the job where overtime is required. For purposes of this Agreement, work will be considered continuation work only if the time to complete the job in progress is two hours or less. Otherwise, the work shall be considered regular overtime. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime. However, overtime premium pay shall not be pyramided.

For purpose of this Agreement, the workweek shall run from midnight Saturday through the following Saturday, with a total of one-hundred sixty eight (168) hours, during seven (7) consecutive twenty-four (24) hour periods.

All benefits will be calculated based on a standard workday.

The provisions of this Article, concerning overtime equalization shall not apply to snow removal assignments or to other overtime assignments of an emergency nature, including but not limited to natural disasters. Nevertheless, the Director or his designee will use his best efforts to equalize the overtime

offerings and the Union recognizes that such efforts will require some deviation from the overtime provisions to bring overtime offerings back into equalization.

Director or his designee is able to vary the number of hours per day (i.e., more or less than eight (8) per day) and days per week worked (i.e., nonconsecutive) for Member in golf course operations and forestry.

*Section 3. 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 or anywhere other than at a work site, 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 called out shall work the four (4) hours minimum period.

Neither regularly scheduled nor unscheduled overtime as defined herein shall be considered "call out" for which a four hour minimum "call out pay" is required. Regularly scheduled overtime is overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled overtime is overtime requested of the Member while still at a work site either before or after the Member's normally scheduled shift.

*Section 4. Golf Course Maintenance*

A Member performing the work of golf course maintenance on Saturday or Sunday shall receive one (\$1.00) dollar per hour in addition to the Member's regular hourly rate, unless the Member is receiving overtime pay for such hours worked.

**ARTICLE 18. WORK AS A LEAD PARK WORKER; TEMPORARY WORK AT HIGHER CLASSIFICATION**

*Section 1. Work as a lead park worker*

Members are not permitted to perform supervisory work. However, Metro Government shall have the right to assign Members to the job of lead park worker on a temporary basis without job bid and at Metro Government's discretion. The Director, or his designee, will use his best efforts to equalize the assignment of a lead park worker for all Members who are qualified and willing to perform the work. However, AFSCME recognizes that these assignments are not based strictly on seniority. Except as provided herein, Members assigned as lead park workers shall not perform any tasks of a supervisor.

A Member acting as a lead park worker shall:

- a. relay supervisor's instructions as to the assignment of Members to various jobs.
- b. instruct other Members as to the normal method, materials and equipment used in the completion of the work in the unit of which the Member is assigned.

c. be responsible for the completion and performance of the job assigned.

A Member acting as a lead park worker shall not:

a. be responsible for taking timecards to the Parks' Personnel Office.

b. be responsible for picking up or delivering payroll checks from the Parks' Personnel Office.

Section 2. A Member assigned as a lead park worker in the Maintenance Unit shall be paid at the rate of \$1.00 per hour above the published rate of the job classification to which the Member is normally assigned. A Member is to be paid for the entire shift when assigned as lead park worker.

Section 3. Whenever a Recreation Center Supervisor is not scheduled to work a complete work-day, (i.e. any regularly schedule day(s) off including any vacation, sick leave or compensated day(s) off), the Member designated by the Recreation Center Supervisor to be a "lead person" for that day would receive \$1.00 per hour increase for the hours worked on the respective day when the Recreation Center Supervisor did not work.

*Section 4. Temporary Work in a Higher Classification*

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

**ARTICLE 19. 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 Metro Government laboratory. The Member will be required to pay the cost of the second test (approximately \$100) in advance or sign the authorization, attached as "Exhibit I" to the Contract, 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 20. COMMERCIAL DRIVER'S LICENSE RENEWAL AND REIMBURSEMENT FOR COSTS**

Any Member required by federal statute and regulations or their respective job classification to renew their Commercial Driver's License ("CDL") and as a consequence thereof be required to take a physical exam(s) for re-certification of the CDL renewal shall be reimbursed for: 1) the cost of the renewal of the CDL; and 2) the cost of the physical exam(s) at the Family Health Center (Portland) for the renewal of the CDL. To receive such reimbursement, the Member must produce/submit a "paid receipt" for such exam.

## **ARTICLE 21. PROBATIONARY EMPLOYEES**

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for ninety (90) days. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended for an additional ninety (90) days with written notification to the employee and AFSCME citing the reason for the extension. Except as otherwise provided herein, the Louisville/Metro Government Personnel Policies shall govern probationary employment.

## **ARTICLE 22. PERSONAL DAY**

All Members shall receive one (1) personal day per fiscal year from July 1 to June 30. The personal day may be requested by any Member with one (1) day prior notice to the respective Member's supervisor or designee. It is within the sole discretion by the Member's supervisor or designee whether the respective Member's requested personal day may be granted. Such discretion by the Member's supervisor or designee shall not be unreasonable withheld. The personal day must be used in the year in which it has accrued. A personal day shall be counted as time-worked.

## **ARTICLE 23. CERTAIN FRINGE BENEFITS**

Except as otherwise provided herein, the provisions of Metro Government's Personnel Policies concerning benefits and any amendments thereto that may be made during the term of this Agreement, shall apply to the Members.

### *Section 1. Holidays.*

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

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

Christmas Day

December 25

Members shall also receive 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.

Holiday pay will be eight (8) hours times the Member's regular hourly rate. For Members who work four (4) days per week, ten (10) hours per day, in which a holiday occurs, those Members shall be able to use two (2) hours of vacation or personal leave to supplement the eight (8) hour holiday pay. A Member who is required to work on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate of pay. However, overtime premium pay shall not be pyramided. Holidays shall be counted as time-worked.

Section 2. *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 3. *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 4 *Long Term Disability*

Metro Government shall provide Long Term Disability insurance to Members on the same term as the coverage that is extended to non-union employees at no cost to the Members.

Section 5. *Life Insurance*

Metro Government shall provide to all full time Members life insurance in the amount of \$15,000. 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 6. *Uniforms.*

Metro Government shall supply uniforms to Members in the Maintenance Unit required to wear uniforms and necessary safety equipment as determined by Metro Government to be used in the performance of their work at no cost to the Member.

Metro Government shall supply Members in the Recreational Unit required to wear uniforms ten (10) T-shirts annually and one (1) jacket every two (2) years.

Section 7. *Sick Leave*

A. Sick leave shall be granted to a Member when that Member is unable to perform his job duties as a result of sickness or injury or in the case of serious illness in the Member's immediate family that requires the presence of the Member. Immediate family of the Member will be the Member's parents, grandparents, spouse, children, or any relative living with the Member. Any sick leave in excess of two (2) consecutive days in the case of illness in the Member's immediate family shall require the specific approval of the Parks Director or designee. The Member shall be required to notify his/her immediate supervisor or designee of the need for sick leave as close to the start of the Member's shift as possible, but no later than one (1) hour after the time set for beginning work. There must be three attempts to notify Management before a call can be made to City Radio; Parks Director or designee will provide contact names to Members.

Sick leave with pay shall be granted to all full time Members at the rate of one (1) day per each month of service. Sick leave accumulation shall be unlimited. In case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave with the approval of the Parks Director and 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. Should the employee terminate employment prior to full payment of the advance, the amount of the promissory note that has not been repaid through such subsequent accrual of sick leave shall become due and payable.

Members may be granted unpaid sick leave because of sickness or injury, which when added to any other sick leave shall not exceed one year or until all paid leave is exhausted. To be eligible, a Member must have exhausted all sick leave and vacation time and must have a statement from the primary treating physician certifying his/her sickness or injury and setting an approximate date of return. A Member on such unpaid sick leave shall not continue to accrue benefits during such leave.

The consistent use of the sick leave as it is earned or the failure to accumulate it may be determined to be abuse of the sick leave privilege and may be grounds for disciplinary action. An employee who has been cited in writing for abuse of sick leave may be required by the Parks Director or designee to produce a medical doctor's statement at any time. Future sick leave taken and failure to furnish medical proof of the necessity of sick leave when requested may be grounds for progressive discipline action by Metro Government. Metro Government reserves the right in all cases of illness or injury to require examination by a physician of Metro Government's choice and at Metro Government's expense.

Time off for sick leave shall not be computed as time worked for the purpose of overtime for Members in the Recreation Unit. Time off for sick leave shall be computed as time worked for the purpose of overtime for Members in the Maintenance Unit : Park Maintenance, Golf and Forestry.

A Member, with prior approval of the Member's supervisor, may be allowed to flex his time to offset time off for a doctor's appointment for a period of not more than four (4) hours in a standard workday for the Member or the Member's immediate family (spouse, minor age child, or parent) which requires the presence of the Member.

B. Members may participate in Metro Government's "Sick Leave Incentive Plan," which provides as follows:

i. Each December, sick days above 80 are eligible to be sold to Metro Government at the rate of 2 sick days to 1 day of pay to a maximum of 10 sick days (five days pay) per year.

ii. 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.

iii. Metro Government participates in the Standard Unused Sick Leave Program as provided by the Commonwealth of Kentucky's County Employees Retirement System KRS 78.616, through which the Member is allowed to use unused sick leave as retirement service credit upon retirement. Metro Government as the Agency adopting this program purchases the first six months of service credit in CERS for Members at the time of their retirement. Metro Government has also elected to pay 100% of the cost for service credit from unused sick days in excess of the first six months for Members upon termination of employment. Any change to Metro Government's Standard Unused Sick Leave Program shall become a part of this Agreement without need for any consultation or amendment.

#### Section 8 *Vacation*

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

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

For the purpose of this section, all of a Member's full-time regular service with the Parks, whether continuous or not, shall be recognized in determining the number of years of service with the Parks. Vacation credit shall only accrue as to current service.

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

Upon separation from employment, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation may not be re-employed by the Parks Department in the same or another position until there has been a break in service.

Vacation time shall be computed as time worked.

#### Section 9. *Lunch period/Breaks*

Members in the Maintenance Unit shall be granted two (2) compensated fifteen (15) minute break periods, a one-half (1/2) hour unpaid lunch period in each workday. Members shall be permitted to combine the two fifteen minute break periods with the ½ hour unpaid lunch period for a full hour for lunch.

Members in the Recreational Unit shall be granted two (2) compensated fifteen (15) minute break periods, one in the first half of the shift and one in the second half of the shift and an hour lunch unpaid period in one eight (8) hour

work day, to occur at the midpoint of the work shift, unless emergency circumstances require otherwise.

*Section 10. 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 11. Training*

Members shall have the right to participate in any Metro Government training program, subject to the approval of the Member's supervisor and a determination of the need for such training for the Member's job classification.

*Section 12. Tools, vehicles and equipment*

Parks shall furnish and maintain in good condition vehicles, tools and equipment necessary to perform the job as determined by Parks. Members are responsible for the return of such vehicles, tools or equipment as directed by a supervisor or upon termination.

If a Member believes that a vehicle, tool, or other 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, tool or equipment, and confirm such status in writing to the Member.

If the supervisor determines the vehicle, tool or equipment meets the requirements of any federal, state or local law, then the Member shall operate the vehicle, tool or equipment. Any disagreement between the Member and his/her supervisor shall be treated as a grievance, and shall automatically begin at Step 2 of the grievance procedure herein.

*Section 13. Employee assistance program*

Members shall have access to an Employee Assistance Program provided by Metro Government to all employees. Any requirement of Metro Government to furnish an employee assistance program is conditional upon the budgetary restraints of Metro Government. This section does not require the continuation of the current program.

*Section 14. Safe working conditions*

Metro Government shall comply with occupational safety and health standards promulgated by federal, state or local laws.

*Section 15. Funeral leave*

A Member shall be given three (3) consecutive work days off with full pay in case of death in the employee's family. The employee's family shall include: spouse, child, stepchildren, parents, stepparent, sister, brother, grandparents, grandchildren, aunts, uncles, spouse's mother, father, sister, and brother and any other relative residing in the employee's household. Time off shall be computed

as time worked for funeral leave. To receive paid funeral/bereavement leave under this section, an employee shall be required to notify his/her immediate supervisor division head or designee, as close to the start of the employee's shift as possible, but not later than one (1) hour after the time set for beginning work. In no event shall any employee receive funeral leave beyond the day after the funeral. However, with the approval of the immediate supervisor or division head, funeral leave may be extended by using vacation leave. When requested, the employee will produce acceptable documentation of the relative's death.

Section 16. *Mileage*

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.

**ARTICLE 24. 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. Members who engage in such activity shall be subject to disciplinary action up to and including discharge and such Member shall not be entitled to or have any recourse through the Grievance Procedure. It is understood that this section does not limit the Metro Government from any other remedies provided by law.

It is agreed that in all cases of unauthorized strikes, slowdowns, walkouts or any other unauthorized cessation of work in violation of this Agreement, AFSCME shall not be liable for damages resulting from such unauthorized acts of its members. It is agreed that AFSCME shall undertake every reasonable means to induce said Members to return to their jobs. AFSCME shall make immediate efforts to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

**ARTICLE 25. ERODING THE BARGAINING UNIT**

A. Metro Government shall not employ or work seasonal, temporary, part-time or volunteer workers for the purpose of reducing or replacing Members covered by this Agreement.

B. Metro Government shall not subcontract outside the bargaining unit for any work and services normally and historically performed by employees

covered under the terms and conditions of this Agreement for the purpose of reducing or replacing the employees covered by this Agreement.

C. Seasonal workers will not be employed any longer than 180 calendar days from the date of initial hire. In regard to job assignments, as well as in efforts to cross-train staff, first consideration will be given with respect to the most qualified Member.

## **ARTICLE 26. 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 27. TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 1, 2007 through June 30, 2013. 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

~~19th~~ day of December, 2007.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

BY: [Signature]  
JERRY E. ABRAMSON, MAYOR

DATE: 12-31-07

AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
LOCAL 3447

BY: [Signature]  
RICK BANNISTER, BUSINESS AGENT  
AFSCME COUNCIL 62

DATE: 12/19/07

BY: [Signature]  
MARK KORFHAGE, CHAPTER CHAIR  
AFSCME LOCAL 3447-02

DATE: 12/19/07

BY: [Signature]  
GINO CARBENIA  
ADMINISTRATOR/PRESIDENT  
AFSCME LOCAL 2629

DATE: 12-19-07

APPROVED AS TO FORM:

[Signature]  
Irv Maze, Jefferson County Attorney

## APPENDIX B. TENTATIVE WAGE SCHEDULES (2% MINIMUM)

JULY 1, 2008- JUNE 30, 2009

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		0-1 Yrs	1-3 Yrs	3-6 Yrs	6+ Yrs
Full Time					
063630	Carpenter	14.14	14.79	15.52	16.31
019810	Storekeeper II	12.40	13.01	13.70	14.37
072210	Forester I	13.71	14.37	15.09	15.86
063540	Welder	14.14	14.79	15.52	16.31
063390	Plumber	14.14	14.79	15.52	16.31
079900	Mechanic II	14.78	15.51	16.27	17.02
	Electrician I	15.54	16.32	17.08	17.93
063270	Electrician II	17.00	17.88	18.73	19.64
071360	Park Worker I	10.79	11.32	11.90	12.47
071330	Park Worker II	12.40	13.01	13.70	14.37
071300	Park Worker II-P/U-CDL	12.40	13.01	13.70	14.37
071270	Park Worker III P/U/CDL	14.78	15.51	16.27	17.02
074420	Golf Maintenance Worker II	12.64	13.27	13.98	14.65
062810	Maintenance Trades Assistant	12.64	13.27	13.98	14.65
072420	Horticultural Park Worker I	12.89	13.53	14.26	14.94
054480	Pool Technicians	15.51	16.30	17.09	17.86
Full Time					
053210	Recreation Leader	14.09	14.76	15.50	16.23
053270	Recreation Assistant	12.75	13.38	14.08	14.76
053330	Recreation Worker	10.59	11.00	11.53	12.12
061570	Historic Riverside Assistant	12.37	12.98	13.67	14.34
061480	Historic Riverside Site Supervisor	13.68	14.34	15.06	15.82
Part Time					
053360	Recreation Worker	9.17	9.17	9.17	9.17
	Recreation Aide	6.15	6.15	6.15	6.15

JULY 1, 2009- JUNE 30, 2010

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		0-1 Yrs	1-3 Yrs	3-6 Yrs	6+ Yrs
Full Time					
063630	Carpenter	14.42	15.09	15.83	16.63
019810	Storekeeper II	12.65	13.27	13.98	14.66
072210	Forester I	13.98	14.66	15.39	16.18
063540	Welder	14.42	15.09	15.83	16.63
063390	Plumber	14.42	15.09	15.83	16.63
079900	Mechanic II	15.08	15.82	16.60	17.36
	Electrician I	15.86	16.64	17.42	18.29
063270	Electrician II	17.34	18.24	19.11	20.03
071360	Park Worker I	11.01	11.55	12.14	12.72
071330	Park Worker II	12.65	13.27	13.98	14.66
071300	Park Worker II-P/U-CDL	12.65	13.27	13.98	14.66

071270	Park Worker III P/U/CDL	15.08	15.82	16.60	17.36
074420	Golf Maintenance Worker II	12.89	13.53	14.26	14.95
062810	Maintenance Trades Assistant	12.89	13.53	14.26	14.95
072420	Horticultural Park Worker I	13.15	13.80	14.55	15.24
054480	Pool Technicians	15.82	16.62	17.43	18.22
Full Time					
053210	Recreation Leader	14.37	15.06	15.81	16.56
053270	Recreation Assistant	13.01	13.65	14.36	15.06
053330	Recreation Worker	10.80	11.22	11.76	12.37
061570	Historic Riverside Assistant	12.62	13.24	13.94	14.63
061480	Historic Riverside Site Supervisor	13.95	14.63	15.36	16.14
Part Time					
053360	Recreation Worker	9.35	9.35	9.35	9.35
	Recreation Aide	6.27	6.28	6.28	6.28

**JULY 1, 2010- JUNE 30, 2011**

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		0-1 Yrs	1-3 Yrs	3-6 Yrs	6+ Yrs
Full Time					
063630	Carpenter	14.71	15.39	16.15	16.97
019810	Storekeeper II	12.90	13.54	14.26	14.95
072210	Forester I	14.26	14.95	15.70	16.50
063540	Welder	14.71	15.39	16.15	16.97
063390	Plumber	14.71	15.39	16.15	16.97
079900	Mechanic II	15.38	16.14	16.93	17.70
	Electrician I	16.17	16.98	17.77	18.65
063270	Electrician II	17.69	18.61	19.49	20.44
071360	Park Worker I	11.23	11.78	12.38	12.98
071330	Park Worker II	12.90	13.54	14.26	14.95
071300	Park Worker II-P/U-CDL	12.90	13.54	14.26	14.95
071270	Park Worker III P/U/CDL	15.38	16.14	16.93	17.70
074420	Golf Maintenance Worker II	13.15	13.80	14.54	15.25
062810	Maintenance Trades Assistant	13.15	13.80	14.54	15.25
072420	Horticultural Park Worker I	13.41	14.08	14.84	15.54
054480	Pool Technicians	16.14	16.95	17.78	18.58
Full Time					
053210	Recreation Leader	14.66	15.36	16.13	16.89
053270	Recreation Assistant	13.27	13.92	14.65	15.36
053330	Recreation Worker	11.02	11.45	12.00	12.61
061570	Historic Riverside Assistant	12.87	13.51	14.22	14.92
061480	Historic Riverside Site Supervisor	14.23	14.92	15.66	16.46
Part Time					
053360	Recreation Worker	9.54	9.54	9.54	9.54
	Recreation Aide	6.40	6.40	6.40	6.40

**JULY 1, 2011- JUNE 30, 2012**

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		0-1 Yrs	1-3 Yrs	3-6 Yrs	6+ Yrs
Full Time					
063630	Carpenter	15.00	15.70	16.47	17.30
019810	Storekeeper II	13.16	13.81	14.54	15.25
072210	Forester I	14.55	15.25	16.01	16.83
063540	Welder	15.00	15.70	16.47	17.30
063390	Plumber	15.00	15.70	16.47	17.30
079900	Mechanic II	15.68	16.46	17.27	18.06
	Electrician I	16.50	17.32	18.12	19.02
063270	Electrician II	18.04	18.98	19.88	20.84
071360	Park Worker I	11.45	12.01	12.63	13.24
071330	Park Worker II	13.16	13.81	14.54	15.25
071300	Park Worker II-P/U-CDL	13.16	13.81	14.54	15.25
071270	Park Worker III P/U/CDL	15.68	16.46	17.27	18.06
074420	Golf Maintenance Worker II	13.41	14.08	14.83	15.55
062810	Maintenance Trades Assistant	13.41	14.08	14.83	15.55
072420	Horticultural Park Worker I	13.68	14.36	15.14	15.86
054480	Pool Technicians	16.46	17.29	18.14	18.96
Full Time					
053210	Recreation Leader	14.95	15.66	16.45	17.23
053270	Recreation Assistant	13.53	14.20	14.94	15.66
053330	Recreation Worker	11.24	11.67	12.24	12.87
061570	Historic Riverside Assistant	13.13	13.78	14.50	15.22
061480	Historic Riverside Site Supervisor	14.52	15.22	15.98	16.79
Part Time					
053360	Recreation Worker	9.73	9.73	9.73	9.73
	Recreation Aide	6.53	6.53	6.53	6.53

**JULY 1, 2012- JUNE 30, 2013**

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		0-1 Yrs	1-3 Yrs	3-6 Yrs	6+ Yrs
Full Time					
063630	Carpenter	15.30	16.01	16.80	17.65
019810	Storekeeper II	13.43	14.09	14.83	15.55
072210	Forester I	14.84	15.55	16.33	17.17
063540	Welder	15.30	16.01	16.80	17.65
063390	Plumber	15.30	16.01	16.80	17.65
079900	Mechanic II	16.00	16.79	17.62	18.42
	Electrician I	16.83	17.66	18.49	19.40
063270	Electrician II	18.41	19.36	20.28	21.26
071360	Park Worker I	11.68	12.25	12.88	13.50
071330	Park Worker II	13.43	14.09	14.83	15.55
071300	Park Worker II-P/U-CDL	13.43	14.09	14.83	15.55
071270	Park Worker III P/U/CDL	16.00	16.79	17.62	18.42
074420	Golf Maintenance Worker II	13.68	14.36	15.13	15.86

062810	Maintenance Trades Assistant	13.68	14.36	15.13	15.86
072420	Horticultural Park Worker I	13.96	14.65	15.44	16.17
054480	Pool Technicians	16.79	17.64	18.50	19.34
Full Time					
053210	Recreation Leader	15.25	15.98	16.78	17.57
053270	Recreation Assistant	13.80	14.49	15.24	15.98
053330	Recreation Worker	11.46	11.91	12.48	13.12
061570	Historic Riverside Assistant	13.39	14.05	14.79	15.52
061480	Historic Riverside Site Supervisor	14.81	15.52	16.30	17.12
Part Time					
053360	Recreation Worker	9.93	9.93	9.93	9.93
	Recreation Aide	6.66	6.66	6.66	6.66