ORDINANCE NO. 128, SERIES 2015

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (AUGUST 13, 2015 – JUNE 30, 2018) RELATING TO WAGES, HOURS, WORKING CONDITIONS, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2629 CONCERNING CIVILIAN SUPERVISORY EMPLOYEES OF THE LOUISVILLE METRO CORRECTIONS DEPARTMENT.

Sponsored By: Councilmember Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2629 concerning civilian supervisory employees of the Louisville Metro Corrections Department.

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

SECTION I: The Collective Bargaining Agreement (August 13, 2015 – June 30, 2018) reached between Louisville/Jefferson County Metro Government and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2629 on behalf of civilian supervisory employees of the Louisville Metro Corrections Department concerning wages, hours, working conditions, benefits and other terms and conditions of employment and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

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

PRO - TEM

H. Stephen Ott
Metro Council Clerk

David W. Tandy
President of the Council

Greg Fischer
Mayor

8/17/15
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
August 13, 2015

BY: _____

CBA Corrections Civilian Supervisory Emp.w.AFSCME 081315-063018 O-174-15 ROC pg,bkn Draft 2 072215

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

AFL-CIO, LOCAL 2629

CIVILIAN SUPERVISORY EMPLOYEES OF

LOUISVILLE METRO CORRECTIONS

EFFECTIVE DATE: August 13, 2015

EXPIRATION DATE: JUNE 30, 2018

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 17th day of July, 2015, 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"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain civilian employees of the Louisville Metro Corrections Department.

ARTICLE 1 RECOGNITION

Section 1. Metro Government recognizes the Union as the exclusive representative for civilian employees in the category of Supervisor I of the Louisville Metro Corrections Department for the purpose of collective bargaining on all matters within the legitimate scope of representation. Metro Government shall consider the positions and the proposals of the Union as the bargaining positions and proposals of all Members, individually and collectively, in said unit. The Union recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 2. As used in this Agreement, unless the context requires otherwise, the term "Members" means Members of the Louisville Metro Corrections Department in the classification of Supervisor I.

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.

Section 4. 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 2 INTENT OF THE PARTIES

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the rights of the Metro Government include, but are not limited to, the right to: determine the mission of the Corrections Department, take disciplinary action for just cause, lay off its Members because of lack of work or lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3 SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all federal, state and local laws. Nothing herein shall be construed to prohibit the Corrections Director from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules not inconsistent with the provisions of this Agreement.

ARTICLE 4 UNION SECURITY

Section 1. Membership in 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 choose 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 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. Membership shall continue from calendar year to calendar year unless Member notifies Metro Government and AFSCME expressly and individually, in writing, by certified mail that such dues are not to be deducted. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is to be cancelled. A fair share fee may be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

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

Section 4. AFSCME membership dues and fair share fees shall be transmitted to 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 sixty (60) days 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.

Section 9. Posting of AFSCME Positions

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

ARTICLE 5 UNION BUSINESS AND UNION STEWARDS

Section 1. ***Contract Negotiations***

AFSCME may be represented by its President, or designee, and not more than one (1) AFSCME Member in the negotiation of a collective bargaining agreement without loss in compensation. The names of such representatives of AFSCME shall be submitted to the Director. The Director should be notified if there is a change in representatives on a temporary or permanent basis.

Section 2. ***Stewards***

Metro Government recognizes the right of the Union to designate a Steward to handle such union business concerning this bargaining unit as may from time to time be delegated to them by the Union. The Union shall furnish the name of the Steward or alternate in writing to the Director.

The authority of Steward so designated by AFSCME shall be limited to, and shall not exceed, the following duties and activities.

(a) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:

(i) have been reduced to writing, or;

(ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Metro Government's business.

(c) 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 work station during his/her scheduled working hours for any purpose set forth herein, such Steward shall notify his/her supervisor and request for permission for such leave. The supervisor shall exert every reasonable effort to make it possible for the Steward to leave his workstation for any of the aforesaid purposes.

Section 3. ***Union Meetings***

Elected officers of the bargaining unit shall be allowed to attend regular and special board and general membership meeting during regular work hours without loss in compensation not to exceed four (4) hours per month.

Section 4. ***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. The number and placement of bulletin boards shall be mutually agreeable. AFSCME further agrees that it will not post any material which would be derogatory to any individual, the Corrections 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 good grammar and taste and shall be signed by an AFSCME representative. Copies of any material so posted shall be furnished to the appropriate Director or designee. Any material which Metro Government determines to be in violation of this Agreement shall 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 and approval of the Director or designee, both employee and non-employee representatives of AFSCME shall be allowed access to work locations not accessible to the general public. Such approval shall not be unreasonably denied.

Solicitation of membership activities concerned with the internal management of the Union and distribution of literature shall not be conducted during working hours, except during designated lunch and break times in designated break areas.

Section 5. ***Union Insignia***

Members shall be allowed to wear collared shirts in good condition, reasonably sized pins, buttons or hats reflecting membership in AFSCME. Provided, however, those Members working in service uniforms shall be required to have said reasonably sized 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 Re-hired Employees***

Metro Government shall provide AFSCME, within a reasonable time period, reports on hired, vacant and terminated AFSCME Union positions.

Section 7. ***Labor-Management Meetings/Committees***

Metro Government and AFSCME shall meet no less than once per calendar quarter for the purpose of discussing issues important to both. AFSCME shall be responsible for calling the meetings. The meetings shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the Collective Bargaining Agreement. The issues that may be discussed include work place safety, job classifications, training needs, staffing concerns and other general issues.

Employees who are Members of the Joint Labor/Management Committee established pursuant to the Agreement shall be allowed a reasonable time away from their regular duties to engage in such committee meetings. When it becomes necessary for a committee Member to leave his/her work station during his/her work hours, such committee Member shall notify

his/her supervisor. Prior approval to leave a work station must be obtained by the committee Member from the supervisor. Unless a bona fide emergency exists, the supervisor shall make every reasonable effort to make it possible for the committee Member to leave his/her work station to engage in the Labor/Management Committee meetings. It is understood and agreed that the attendance at Labor/Management Committee meetings during work hours shall be without loss of pay. Every attempt shall be made to schedule meetings and activities during normal work hours.

Section 8. ***Union Orientation***

The Union will be allowed fifteen (15) minutes during the respective department orientation process for newly hired Metro Government employees, in which to make a presentation regarding Union membership for eligible employees. Metro Government shall advise AFSCME of employee orientation schedule dates and times within not less than five (5) business days.

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, or matters pertaining to employee discipline.

Section 10. ***Discrimination/Coercion***

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

ARTICLE 6 PROHIBITION OF STRIKES

Section 1. Metro Government and the Union mutually agree that in consideration of the grievance and arbitration provision contained herein, there shall be no strike, lockouts, work stoppage, slowdowns or disturbances even a momentary nature for the term of this Agreement.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if a Member refuses to go through a bona fide picket line.

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union

shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hours of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further mutually agreed that the President of the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 7 STANDARD OPERATING PROCEDURE

Section 1. The Department has the right to promulgate reasonable policies, operating procedures, rules and regulations, and Director's bulletins, including those concerning disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No change in such policies, operating procedures, rules and regulations shall be effective until it has been posted on bulletin boards in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Union ten (10) days prior to the effective date.

Section 3. The Director may issue Director's bulletins in lieu of revisions to policies, operating procedures, rules and regulations, provided however, Director's bulletin terms shall not be longer than ninety (90) days nor form the basis of any disciplinary action against a Member within the first ten (10) days of issuance.

Section 4. The Department shall provide all Members access to all policies and procedures, rules, regulations and post orders. In addition, the Department shall provide updated master copies for Members to review during non-working hours for a reasonable period of time, at a location convenient to their place of work.

ARTICLE 8 SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Members hired prior to the effective date of this Agreement, shall retain their current seniority as recognized by Corrections. For Members hired subsequent to the effective date of this Agreement, seniority shall begin with the most recent date of their employment with Corrections, provided however; all probationary Members must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with Corrections.

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

(a) Discharged for cause.
(b) Voluntarily resigns.
(c) Is laid off and not recalled within two (2) years of such layoff.
(d) Fails to return to work within seven (7) days after having been notified to do so after a layoff.

When employment is terminated for any of the above reasons and the Member subsequently is reemployed, he shall be considered a new Member for all purposes. Should a Member be on a leave of absence due to a disability or illness, paid or unpaid, the Member's seniority rights shall continue to accumulate during such period of disability or illness until such time as it is determined that the Member will not be able to return to work due to the disability or illness.

Section 3. A Member who transfers to a position in a different department shall retain his/her seniority for ten (10) days. If the Member returns within the ten (10) days, the Member shall have no loss of seniority.

Section 4. A seniority list shall be maintained on a current basis. Metro Government shall furnish a copy of the seniority list and each revision to the Union Steward as requested.

Section 5. The Union will agree or file a notice of dispute within ten (10) days of receipt of the Seniority list by Metro Government. Absent such Notice, the Seniority List shall become final.

Section 6. When two (2) or more Members have the same seniority date, the process used to determine the Member with the most seniority will be resolved based on their Metro-wide seniority date.

ARTICLE 9 LAYOFF AND RECALL

Section 1. When it becomes necessary to layoff Members, the Members with the least seniority standing shall be the first to be laid off, provided such Members retained are capable of doing the work remaining. AFSCME shall be notified as soon as possible.

Section 2. When positions are reinstated, former Members who were laid off in accordance with Section 1 of this Article, shall be offered recall in the reverse order in which they were laid off, provided however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than two (2) years has elapsed since their last layoff.

Section 3. The Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 4. At the time of layoff, AFSCME officers and stewards shall hold "super seniority" for the purpose of layoff only.

Section 5. Metro Government agrees to provide a talent pool (PEARL) to Members who are laid off.

ARTICLE 10 PROBATIONARY PERIOD

Section 1. All newly hired or promoted employees shall be considered probationary employees. The initial probationary period is defined to mean an on-the-job evaluation period of not more than six (6) months, during which time an employee is required to demonstrate his/her fitness for employment.

Section 2. During the initial probationary period, employment shall be on a trial basis. During this period of time, 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 procedure as set forth in this Agreement.

Section 3. Promotional probationary periods shall be six (6) months in duration. The promotional probationary period shall be used as an opportunity to observe and appraise the newly-promoted Member's work, to aid the Member in adjusting to the new position and to take appropriate action to remove the Member from the position if the Member's work performance fails to meet required standards. An employee removed from a promotional position for failure to successfully complete probation will be returned to the position held immediately before the promotion, to an equivalent position in the same class, or will be assigned to a position in the agency in a class in which the employee is qualified provided such position is available.

Section 4. The probationary period may be extended an additional ninety (90) days at the option of the Director or designee, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial 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.

ARTICLE 11 TRANSFERS AND TRADES

Members shall be notified by the Director or designee of an intended involuntary transfer or duty assignment by seven (7) days' written notice. Nothing herein shall prevent a Member from voluntarily requesting a transfer or duty assignment upon a showing of specific cause not exceeding sixty (60) days upon the Director or designee's approval.

ARTICLE 12 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. With the exception of counseling and reprimands, all intended disciplinary actions must be reviewed by the Director or designee. No warning or reprimand may be considered for purposes of subsequent discipline or job assignment except those within the previous six (6) months. No previous discipline or complaints resulting in a one (1) to three (3) day suspension may be considered for purposes of subsequent discipline or job assignments except those brought within the previous one (1) year. No previous discipline resulting in a suspension of four (4) or more days, or dismissal may be considered for purposes of subsequent discipline or job assignments except those brought within the previous two (2) years.

a. WARNING: In cases of infractions, efforts will be made to correct the Member through counseling. The Department may maintain written record of such counseling.

b. REPRIMAND: When infractions of rules are more serious or there are repeated infractions, a supervisor may recommend to the Director or designee that a reprimand be issued. Reprimands shall be in writing and given to the Member and the Member's 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.

c. SUSPENSION: The Director or designee may suspend a Member without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to thirty (30) days during any twelve (12) consecutive months. Thirty (30) or more days of suspension in a twelve (12) month period shall result in dismissal of the Member.

d. DISMISSAL: The Director may dismiss a Member for the most serious infractions of rules or a continued pattern of less serious infractions.

Section 2. A Member may grieve a reprimand, suspension or dismissal through the Grievance Procedure in this Agreement.

Section 3. Pre-Disciplinary Meeting

When a Member is charged with misconduct or a violation of Rules & Regulations, SOPs, or Metro Personnel Policies that could lead to either a reprimand, suspension or dismissal, he or she shall have the right to have a meeting with the Director or designee on the charges within a reasonable and practical period of time taking into due consideration the nature of the alleged misconduct or rules' violation. A Member attending any meeting concerning matters involving disciplinary action may have legal and/or Union representation.

Section 4. Administrative Leave

A Member may be relieved from duty, not to exceed ten (10) days, and allowed to use benefit accrual pending the final administrative outcome of a disciplinary hearing if it is determined by the Director that it is in the best interest of the Department to do so.

Section 5. Criminal Complaints

The Director may suspend a Member due to criminal charges. This suspension shall be without pay pending final resolution of criminal charges; however, a Member may use accrued vacation leave, compensatory time, and/or personal days during this period. However, if a Member is exonerated, Metro Government will reimburse any leave used to make him/her whole.

Section 6. No Member shall be disciplined, suspended, or discharged because of race, color, creed, national origin, sex, age, political or religious affiliation or membership in any labor or lawful affiliated organization, or because of discriminating personal dislikes.

Section 7. It is understood and agreed that the time frame for Metro Government to impose discipline is twelve (12) days. Timelines for both parties may be extended by mutual agreement.

Section 8. A copy of the appropriate letter applicable to each Member whose employment is terminated for any reason shall be furnished by Metro Government to AFSCME within a reasonable period following such termination.

Section 9. Metro Government shall not transfer a Member for any arbitrary, punitive, or discriminatory reason.

Section 10. A Member shall have the right to have an AFSCME representative, a Steward, or an officer, with him/her at any fact-finding or disciplinary meeting. If neither a Steward, officer, or non-Metro representative is available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

ARTICLE 13 GRIEVANCE PROCEDURE

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

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

(a) Signature(s) of the grievant(s)

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

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of grievances. Timelines for both parties may be extended by mutual agreement.

Section 4.

Step 1. The grievance in the first instance shall be presented to the immediate supervisor by the Member within ten (10) working days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action.

Step 2. If not satisfactorily adjusted at this level within ten (10) working days, the Member or Union may reduce the matter to writing and refer it to the Director, who shall act within ten (10) working days.

Step 3. In the event that the decision of the Director is adverse to the grievance of the Member or Union, the Member or Union may request review by the Mayor or his designee within ten (10) working days of receiving the adverse action. The Mayor or his designee will render a decision within ten (10) working days of receipt of the grievance.

Step 4. If the Member and AFSCME are still aggrieved after the decision of the Mayor or his designee, 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 thirty (30) days after receipt of the grievance, the mediator will make a determination and advise the Mayor or his designee, the Member and AFSCME of his/her 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 him/her and shall confine the decision to a determination of the facts and an interpretation and application of this Agreement.

ARTICLE 14 INVESTIGATION PROCEDURES

Section 1. Complaints

When any person alleges misconduct or rule violations by a Member, the allegations shall be reduced to writing, and may be signed and sworn to by the person and such complaint shall

be referred to the Professional Standards Unit (PSU) for investigation. The Department is not obligated to investigate an anonymous or unsigned complaint. If the complaint alleges criminal activity on behalf of a Member the complaint shall be referred to the Louisville Metro Police Department.

Section 2. Professional Standards Unit (PSU)

Once PSU has been referred a complaint as set forth in Section 1 herein, the following procedures shall be followed:

A. No Member may be questioned by PSU regarding alleged misconduct or rule violations until the Member has received twenty-four (24) hour written notice. The twenty-four (24) hour written notice shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct. Questioning of Members shall be conducted only while the Member is on duty, unless an emergency exists as determined by the Director or Deputy Director.

B. A Member may be required to submit a written report concerning the alleged misconduct upon request or within twenty-four (24) hours after said incident that was the subject of the complaint.

C. All interviews of Members, complainants and other witnesses shall be taped. These tapes must be preserved for later transcription should it become necessary. Statements obtained from complainants shall be transcribed and sworn.

D. Upon request of the Member under investigation or the Member's representative, the Member shall be provided a copy of the transcript of his/her interview (if one has been made) or a copy of the audio tape of his/her interview upon the completion of the investigation.

E. PSU investigations shall be completed within sixty (60) days of the date of the complaint being referred to it unless there are exigent circumstances requiring extensions. Extensions may be given in thirty (30) day increments, if necessary, by the Director. A Member shall receive written notice of any extension.

F. The Director or Deputy Director upon receipt of the investigation shall find each allegation, or if there is more than one, each of the allegations, to be either: unfounded; exonerated; closed; closed by exception; not sustained; or sustained.

G. If after his review, the Director or Deputy Director finds that the Member has been exonerated, then such finding shall be reduced to writing and forwarded to the Member within fourteen (14) days. If the Member has been suspended without pay and allowed to use annual leave during this review, then upon this finding, the annual leave used will be re-credited.

H. If after his review, the Director or Deputy Director finds that the complaint is sustained and the Member is guilty of misconduct or rule violation, the Director or Deputy Director shall notify the Member and AFSCME in writing within fourteen (14) days of their intent to impose counseling or discipline. Such discipline shall be imposed pursuant to the Discipline Article timelines herein.

ARTICLE 15 DRUG TESTING

A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

ARTICLE 16 HEALTH AND SAFETY

Section 1. The Department shall take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Union and all Members shall cooperate in all matters concerning the health and safety of Members.

Section 2. All inmates will be given medical interviews for contagious diseases.

Section 3. Members who may be placed in contact with any inmate suspected of having a contagious disease shall be placed on notice as soon as possible after the Department learns of such contagious disease.

Section 4. Metro Government and the Department will follow the recommendations for treatment and care of infected inmates that have been issued by Metro Government Department of Health and the Center for Disease Control, including, but not limited to, proper protective clothing for all Members who come in contact with the infected inmates. The parties mutually agree to upgrade preventive and protective measures in the future, as needed.

Section 5. Metro Government agrees to provide blood borne pathogen screening within seventy-two (72) hours of a Member's exposure at no cost to the Member.

Section 6. Metro Government will provide annual mandatory tuberculosis/hepatitis testing/inoculations at no cost to the Member.

ARTICLE 17 PERSONNEL FILES

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of the Commonwealth of Kentucky.

Section 2. Any Member, or any Union representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's file upon presenting the written request to the Human Resources Director or designee, during reasonable hours of operation. The Member may have copies made of his/her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

Section 3. A Member may submit written documentation for his/her official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

ARTICLE 18 COMPENSATION

Section 1. Based upon the Member's length of service in the position of Supervisor I, a Member shall receive a base hourly rate of pay according to the following schedule:

0-1 yr.	1-3 yrs.	3-6 yrs.	6-9 yrs.	9-12 yrs.	12-15 yrs.	15+ yrs.
$18.33	$19.41	$20.49	$21.56	$22.64	$23.72	$24.80

The base hourly rate is effective at the approval of this Agreement by the Louisville Metro Council. If a Member's current pay is above the base hourly rate of pay above, the Member shall continue to receive that pay rate. When the Member's pay rate is no longer above the step, the Member shall continue to move through the pay scale.

Section 2. Beginning December 1, 2015, based on a Member's seniority date in the Department of Corrections, Metro Government shall disburse an annual longevity payment, as follows:

Year of Continuous Service	**Annual Longevity Pay**
From one (1) to six (6)	$ 50.00
After seven (7), but less than ten (10)	$ 150.00
After ten (10), but less than fifteen (15)	$ 250.00
After fifteen (15), but less than twenty (20)	$ 350.00
After twenty (20)	$ 600.00

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 3. Members permanently assigned to a mid-shift, i.e., a shift which begins between 3:00 p.m. and 11:00 p.m., shall receive a shift differential of forty cents (.40) per hour for all hours worked. Members permanently assigned to a late-shift, i.e., a shift that begins between 11:00 p.m. and 7:00 a.m., shall receive a shift differential of thirty-five cents (.35) per hour for all hours worked.

ARTICLE 19 WORK WEEK AND OVERTIME

Section 1. The regular work week will consist of forty (40) hours. Overtime Pay - One and one-half (1½) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in each workweek. Employees shall not be required to flex time.

Section 2. If the department intends to make a change in the regular number of work hours per day, i.e., going to a 10-hour day or 12-hour day, they will notify the Union and a conference will be held with the Union representatives prior to implementing the change. Members will be given at least seven (7) calendar days' notice of a change in regular work day length. Temporary schedule changes of an immediate need shall be given as much notice as possible but not less than twenty-four (24) hours (i.e., graduations, Court appearances).

Section 3. The Department shall have the right to change work schedules, times when work shall end and/or commence and number of Members required to perform work duties.

Section 4. Overtime will be offered to Members based upon seniority, if no one accepts the overtime, then the Member with the least seniority shall be assigned the overtime.

ARTICLE 20 ANNUAL LEAVE

Section 1.

A. Members are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	15 calendar days per year
1 to 2 years	16 calendar days per year
2 to 3 years	17 calendar days per year
3 to 4 years	18 calendar days per year
4 to 5 years	19 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

B. The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on a Member's seniority date. Scheduling of annual leave shall be approved by the Director. Annual leave shall not be computed as time worked.

Section 2. Annual leave is cumulative, provided, however, accrued annual leave cannot exceed 480 hours in any calendar year. Upon separation, an employee shall be entitled to receive payment for accrued annual leave not to exceed 320 hours (40 days). Any former Member compensated upon separation for accrued vacation may not be re-employed by Corrections in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

ARTICLE 21 JOB BIDDING

Section 1. Job bidding shall be restricted to non-sworn supervisory Members of AFSCME Local 2629.

Section 2. Members may bid on shift openings that occur within the division they are assigned (i.e. classification, records, etc.). Member may bid across divisions if there is no successful divisional bidder.

Section 3. The division supervisor shall post shift openings for bid within the division for seventy-two (72) hours, excluding Sunday and holidays. The position will be awarded based upon the following criteria: seniority (time in classification); attainment of required skills and experience; and documented employment factors relating to the Member's job history.

Section 4. 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. If a Member is awarded a bid and either refuses to take the position or fails to prove his/her ability to perform the work of the position, he/she shall not be permitted to exercise bidding rights under this provision more than once in any six (6) month period (only awarded bids are subject to this provision). Should this occur, the method of selection for the position will be the next qualified Member from the above criteria from among those Members signing the original bid sheet.

ARTICLE 22 SICK LEAVE

Section 1. Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Time off for sick leave shall not be computed as "time worked."

Section 2. Unused sick leave may be cumulative without any maximum.

Section 3. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of:

a. Personal illness or injury to the Member;
b. The Member's pregnancy or pregnancy related complications;
c. Illness or injury in a Member's immediate family (spouse, dependent child, dependent relative, or parents) which requires the presence of the Member.

Sick leave caused by other than the Member's own incapacity that exceeds two (2) days requires the approval of the Director or designee.

Section 4. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit.

Section 5. To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee within one (1) hour prior to the beginning of the shift.

Section 6. If and whenever sick leave provisions may appear to be abused, i.e., sick leave abuse is defined as using such leave for other than those purposes as set forth at Section 3 above, and/or where the employee has an established pattern of leave use not justified by medical documentation. The Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action.

Section 7. ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

Section 8. ***Family and Medical Leave Act.*** Members may be provided leave from work for a reason covered by the federal Family and Medical Leaave Act of 1993, as contained in the Metro Government Personnel Policies.

Section 9. ***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 INSURANCE

Section 1. ***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 Members, the percentage contributions for Members shall decrease to the same level.

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

Section 2. ***Life Insurance***

Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual salary up to fifty thousand dollars ($50,000.00) according to the terms and conditions of the policy in force at any point in time; provided, however, if the life insurance offered by Metro Government to non-union employees decreases, the coverage for Members shall decrease to the same level, but shall not decrease to less than fifteen thousand ($15,000.00) dollars in coverage. The life insurance program, where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase, at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

ARTICLE 24 LEAVES WITH PAY

Section 1. ***Funeral Leave***

A Member shall be given up to three (3) consecutive workdays off with pay in case of death in the Member's immediate family. The immediate family shall include parents, step parents, parents-in-law, grandparents, step grandparents, grandparents in-law, spouse, children, stepchildren, grandchildren, aunts or uncles, brother, sister, step-brother, step-sister, brother or sister-in-law and an individual 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 the time set for beginning work. Funeral leave may include, but will not extend beyond, the day after the funeral. Upon request, proof of death shall be furnished. A Member may take an additional two (2) vacation days, if requested in writing, and said Member has the time on his/her books. Time off for funeral leave shall not be computed as time worked.

Section 2. ***Military Leave***

Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other

rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-two (22) 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.

A Member inducted or enlisted into active duty with the armed forces of the United States or any reserve component of the armed forces, or the National Guard, for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance under Metro Government's designated health plan at the same level as active Members at the same cost as active Members.

Section 3. ***Jury Duty and Witness Leave***

a. An eligible Member who is summoned for jury duty and, as a result is required to be absent from work, shall be compensated for the actual time required for service as a juror at the regular rate of pay of the Member. This compensation shall be in addition to any remuneration paid by the Courts for serving on jury duty. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member is placed on a Monday through Friday day shift assignment for the duration of the leave. If a Member is released from jury duty before the completion of the workday, the Member is required to report to work. Similarly, if the Member is released from jury duty for the entire day, the Member is to report to work. A Member who fails to do so shall be considered absent without leave.

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

c. Jury duty and witness leave is subject to reasonable documentation to be provided to the Member's supervisor prior to the leave being approved.

d. Any Member who may be required to report or is subpoenaed as a witness in any legal or Departmental proceeding, arising out of the course and scope of the Member's employment, at a time outside of a Member's regularly scheduled hours of work shall be paid at the Member's regular hourly rate.

e. Jury Duty and Witness Leave under this section shall not be considered as time worked for the purpose of overtime.

ARTICLE 25 OTHER BENEFITS

Section 1. ***Tuition Reimbursement***

Members covered by this Agreement are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all Members of the Metro Government. Once approved, Metro Government shall pay through the current semester/quarter.

Section 2. ***Break Times and Lunch Period***

Members shall be allowed a thirty (30) minute lunch period (at management's discretion) and two (2) fifteen (15) minute breaks per eight (8) hour shift, at the direction of the Member's supervisor. The two (2) fifteen (15) minute break periods shall be taken without Member loss of pay, provided however, the thirty (30) minute lunch period shall not be considered as hours worked.

Section 3. ***Workers' Compensation***

Metro Government shall provide Workers' Compensation coverage for all Members as provided by the laws and regulations of the Commonwealth of Kentucky.

Section 4. ***Voting Leave***

Members who are eligible to vote in any election in the Commonwealth of Kentucky, or the State of Indiana, will be allowed up to four (4) hours off between the hours of 6:00 a.m. and 6:00 p.m. in which to vote. Only Members who are scheduled to work between the hours of 6:00 a.m. and 6:00 p.m. are eligible for the voting leave. The Director has the right to determine the time period in which the Member may be absent to vote, to insure that Louisville Metro Government service is not impaired. Members will be granted time off without pay or may use accrued annual leave.

Section 5. ***Training***

Training mandated by local, state or federal laws or required as a condition of continued employment or required in order to remain qualified for positions held, shall be provided by Metro Government at no cost to the Member. Time spent on such training beyond forty (40) hours of the Member's regular work schedule shall be paid at the rate of time and one-half (1 ½). No disciplinary action will be taken until a Member's supervisor has signed off on the training packet. Training packet shall be completed within forty-five (45) calendar days.

Section 6. ***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 7. ***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 8. ***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.

ARTICLE 26 MODIFIED DUTY/RETURN TO WORK (RTW)

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

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

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

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

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

ARTICLE 27 ENTIRE AGREEMENT

Section 1. Metro Government and the Union shall not be bound by any requirement, which is not specifically stated in this Agreement. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. The Union and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 2, and that during the term of this Agreement, neither Metro Government nor Union will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

Section 3. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from a Metro Government representative and the Chief Administrator of AFSCME Local 2629.

ARTICLE 28 TERM

Section 1. This Agreement shall become effective as of its approval date unless otherwise indicated herein and shall remain in effect up to and including June 30, 2018.

Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2018. Within sixty (60) days of such notification by either party, a conference shall be held between Metro Government and the Union for the purpose of negotiating such amendment, modification or termination.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 7/17/15

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

BY: _____
DAVID ROBERTSON
BUSINESS REPRESENTATIVE

Date: 7/15/15

BY: _____
WESLEY STOVER
PRESIDENT AFSCME LOCAL 2629

Date: June 24, 2015

APPROVED AS TO FORM:

_____
MICHAEL O'CONNELL
Jefferson County Attorney

APPENDIX 1. DRUG TESTING POLICY AND PROCEDURES

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

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

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

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

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

1.13(2) Prohibited activity:

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

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

(1) Refuses or fails to appear for the screening.
(2) Substitutes the specimen with that from another person.
(3) Sends an imposter.
(4) Alters the test specimen.

(5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
(6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
(7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing

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

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

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

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

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

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

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

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

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and

has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

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

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

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

Consequences of a positive drug test

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

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

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

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

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

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

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

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

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

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

1.15 (B) Types of Alcohol and Drug Testing

Reasonable Suspicion

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

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

Post-Incident

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

1. An incident for purposes of this policy is defined as an incident or injury in which:

(a) A person dies or requires medical treatment or
(b) Property damage is estimated by management at greater than $500 or
(c) A Metro Government vehicle is involved or
(d) It involves an employee in a personal vehicle or equipment incident while on the job or
(e) A citation is issued under local or State law for a moving traffic violation.

2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

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

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

Split Sample

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

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

Consequences of a positive drug test

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

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

(1) Refuses or fails to appear for the screening.
(2) Substitutes the specimen with that from another person.
(3) Sends an imposter.
(4) Alters the test specimen.

(5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
(6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
(7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

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

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

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

Shared Responsibility
A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
In addition, employees are encouraged to:

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

It is the supervisor's responsibility to:

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

Communication

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

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