ORDINANCE NO. 162, SERIES 2016

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (EFFECTIVE AUGUST 5, 2016 THROUGH JUNE 30, 2022) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE NATIONAL CONFERENCE OF FIREMEN & OILERS DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320.

SPONSORED BY: COUNCILWOMAN CHERI BRYANT HAMILTON

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the National Conference of Firemen & Oilers District Local 32BJ/SEIU Chapter 320.

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

Section I. That the Collective Bargaining Agreement (Effective August 5, 2016 through June 30, 2022) reached between Louisville/Jefferson County Metro Government and the National Conference of Firemen & Oilers District Local 32BJ/SEIU Chapter 320 for and on behalf of bargaining unit civilian employees within the Louisville Metro Fire Department concerning wages, other items of compensation, pension, terms of employment, benefits 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.

H. Stephen Ott
Metro Council Clerk

David Yates
President of the Council

Greg Fischer
Mayor

9/14/2016
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: Sarah J. Martin

LOUISVILLE METRO COUNCIL
READ AND PASSED
September 8, 2016

O-293-16 Ord approving CBA btwn LMG and Firemen and Oilers 8-22-16

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE METRO GOVERNMENT

AND THE

NATIONAL CONFERENCE OF FIREMEN & OILERS

DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320

(WASTE REDUCTION)

Effective Date: August 5, 2016
Expiration Date: June 30, 2022

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This Agreement, made and entered into this 5th day of August, 2016, by and between LOUISVILLE METRO GOVERNMENT, KENTUCKY (hereinafter referred to as "Metro Government"), and the NATIONAL CONFERENCE OF FIREMEN & OILERS DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320 (hereinafter referred to as the "Union").

WHEREAS, all parties to this Agreement desire to promote and maintain an excellent employment relationship among Metro Government, the Union and the employees covered by this Agreement, and to maintain working conditions at the highest possible level, and,

WHEREAS, the rights of both Metro Government and the employees are recognized and acknowledged, and the provisions of the Agreement shall be observed and followed by Metro Government and the Union for orderly settlement of all disputes or questions arising during the term of this Agreement. The administration and management of Waste Reduction, shall be with the Director of the Division of Solid Waste Management, who has the right to control and direct the working force. Nothing contained in this contract is intended to limit the rights of Metro Government provided by law to organize and administer its services and activities.

The operation, control and management of Waste Reduction shall continue to be solely and exclusively the functions and prerogative of the management.

All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of the Agreement are reserved and retained exclusively to Metro Government.

Any complaint or dispute concerning wages, hours or any other conditions of employment shall constitute a grievance within the meaning of this Agreement.

It is specifically understood that a grievance hereunder may be filed by Metro Government as well as the employees and the Union.

NOW, THEREFORE, in consideration of the promise on the part of Metro Government to pay the agreed scale of wages incorporated in this Agreement, and the promise of the employees covered by this Agreement to do the work required by Metro Government in a workmanlike way, together with other valuable considerations, as set out in this Agreement, the parties hereto mutually agree to be bound by the following terms and conditions:

ARTICLE 1 EXTENT OF THE BARGAINING UNIT

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

Section 2. The term "Employees" as used in this Agreement shall include all employees for whom the Union was recognized as exclusive collective bargaining representative in Metro Ordinance, No. 149, Series 2003, Metro Ordinance No. 264, Series 2007, and Metro Ordinance No. 20, Series 2012, but excluding therefrom professional, office, and clerical employees, and all positions supervisory in nature or above.

Metro Government may in the case of emergency use non-bargaining unit personnel to perform normal bargaining unit duties until the emergency has been secured.

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 Solid Waste Management 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 SEVERABILITY AND SAVINGS CLAUSE

Section 1. If any article or section of this Agreement or any amendment thereto should become invalid by operation of law or be declared invalid by any tribunal of competent

jurisdiction, or if compliance with or enforcement of any article or section should be restrained or enjoined by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any amendment thereto, and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained or enjoined, shall not be affected thereby.

Section 2. In the event that any article or section becomes or is declared invalid, or enforcement of or compliance therewith has been restrained or enjoined as above set forth, the parties affected thereby shall enter promptly into collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 4 INDIVIDUAL AGREEMENTS

The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

ARTICLE 5 UNION SECURITY

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

ARTICLE 6 CHECK-OFF

Section 1. The check-off of regular Union membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the employee from whose pay the membership dues and initiation fees will be deducted. Employees wishing to revoke their Union membership must notify the Metro Government and Union, expressly and individually, in writing by certified mail. The fair share fee shall be deducted from employees' wages and remitted to the Union, with or without written authorization by the employee. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected employees.

Section 2. Union dues and fair share fees shall be deducted bi-weekly in an amount certified by Union. All Union dues and fees, including fair share fees, deducted shall be shown on the employees' paycheck stubs.

Section 3. The amount so deducted shall be paid over to the Business Manager of the NATIONAL CONFERENCE OF FIREMEN & OILERS DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320 by Metro Government within ten (10) working days after the deduction is made.

Section 4. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify the Metro Government of the cost of representation by the Union and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 5. Metro Government agrees to deduct from the wages of any Member of the National Conference of Firemen & Oilers District of Local 32BJ/SEIU Chapter 320 a 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 the National Conference of Firemen & Oilers District of Local 32BJ/SEIU Chapter 320. 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 National Conference of Firemen & Oilers District of Local 32BJ/SEIU Chapter 320 office, at the following address:

NCFO Political Fund
1023 Fifteenth, NW
10th Floor
Washington, DC 20005

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 6. Union shall hold the Metro Government harmless against any claims, legal or otherwise, which may arise from the dues, fair share or other deductions provisions.

ARTICLE 7 UNION BUSINESS

Contract Negotiations

The Union may select Members to represent the unit in the negotiation of a collective bargaining agreement. The number of Members shall be by mutual agreement of the parties. The names of such representatives shall be submitted to the appropriate Director.

ARTICLE 8 NO STRIKES OR LOCKOUTS

Metro Government and the Union mutually agree that, in consideration of the Grievance and Arbitration provisions contained herein, there shall be no strikes, lockouts, work stoppages, slowdowns or disturbances, even of a momentary nature for the term of this Agreement.

ARTICLE 9 UNAUTHORIZED ACTIVITIES

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 employees 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 employees shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such employees shall not be entitled to or have any recourse to any other provision of this Agreement. It is further mutually agreed that the Business Manager of the FIREMEN & OILERS LOCAL DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320 will within two (2) weeks of the date of the signing of this Agreement, serve upon Metro Government a written notice, which notice will list the Union's authorized representatives (and any successors thereafter) during the term of this Agreement who will deal with Metro Government, make commitments for the Union generally, and have sole authority to act for the Union. The FIREMEN & OILERS

DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320 shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

ARTICLE 10 STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate one (1) Steward to handle such Union business as may from time to time be delegated to them by the Union.

Section 2. The Authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

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

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

(i) Have been reduced to writing, or;

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

Section 3. Should it become necessary for a Steward to leave his work station during his scheduled working hours for any purpose set forth herein, such Steward shall so notify his or her supervisor and shall receive permission for such leave unless, in the opinion of the supervisor, a bona fide emergency exists or hazardous conditions would exist if the Steward's work station was unattended. The supervisor shall exert every reasonable effort to make it possible for the Steward to leave his work station for any of the aforesaid purposes.

Section 4. There shall be no discrimination or coercion against any employee because of duties as a Steward.

Section 5. The Union shall have the duty to inform Metro Government in the event a Steward is replaced, of the new Steward's name and position.

ARTICLE 11 RECORD OF NEW AND RE-HIRED EMPLOYEES

A copy of the appropriate Personnel Action Form (PAF) applicable to each new or re-hired employee shall be furnished by Metro Government to the Union within a reasonable period following his employment or reemployment.

ARTICLE 12 PROBATIONARY EMPLOYEES

Section 1. All newly hired employees (and former employees re-hired) covered by this Agreement shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned.

Section 2. The probationary period shall extend for ninety (90) days, except that if an individual employee waives the expiration of his or her probationary period, that employee's probationary period may be extended for an additional ninety (90) days. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may layoff or discharge said employee as it deems necessary. Such layoff or discharge shall not be subject to the grievance procedures as set forth in this contract, provided, however, that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against employees.

Section 3. At the completion of such probationary period as herein provided, such probationary employee if retained by Metro Government shall be placed on the regular seniority

roster, and his or her seniority shall date from his or her most recent date of employment.

Section 4. The most recent date of employment shall mean the first (1st) day actually worked during the Probationary Period of the employee's most recent employment.

ARTICLE 13 JOB ASSIGNMENTS

The Director of Public Works and Assets, or his designee, shall have the sole and exclusive right to select the most qualified employee to fill any vacant position.

ARTICLE 14 DISCHARGE AND TERMINATION OF EMPLOYMENT

Section 1. Metro Government shall not discharge any employee without just cause except as herein provided for probationary employees. Written notice of discharge setting forth cause shall be given the employee with a copy to the Steward and the Union Office. However, any disciplinary action taken for minor infractions shall be progressive and will include:

(a) warning

(b) written reprimand

(c) suspension

(d) discharge

Section 2. Warning notice shall be effective for a period of six (6) months from the date of issuance. Written notice of disciplinary action, suspension, discharge, setting forth cause shall be given the Member with a copy to the Steward and the Union office. Progressive action will only be advanced when the incident is of a like nature.

Section 3 . No employee shall be disciplined, suspended, or discharged because of race, color, creed, national origin, sexual orientation, disability, marital status, age, political or religious affiliation, or membership in any labor or lawful affiliated organization.

Section 4. A copy of the appropriate Personnel Action Form (PAF) applicable to each employee whose employment is terminated for any reason shall be furnished by Metro Government to the Union within a reasonable period following such termination.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Each employee or recognized bargaining representative of the employees shall have the right to present for consideration any grievance which he or she may have as to any matter affecting his relationship with Metro Government. Any employee may designate one (1) or more persons to represent him or her in the presentation of any such grievance. The designation of a representative, however, shall not preclude an employee from presenting and processing 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 grievances 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.

Section 4 .

Step 1 The grievance in the first instance shall be presented to the immediate supervisor by the Member within ten (10) 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) days, the Member or Union may reduce the matter to writing and refer it to the Director, who shall act within ten (10) 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) days, and receive a decision from the Mayor or his designee within ten (10) days.

Step 4 In the event the Mayor's or Mayor's designee's decision does not resolve the grievance, the Union may request mediation or advisory arbitration within seven (7) days or receipt of the Mayor's/designee's decision by notifying Metro Government and the Department of its intention to proceed to mediation or advisory arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason(s) why the decision of the Mayor or designee is unacceptable. At the same time the Union notifies Metro Government and the Department of its intention to proceed to mediation or advisory arbitration, it shall mail to the Louisville Labor-Management its notice of intention to proceed to advisory arbitration and request submission of a list of mediators/arbitrators. A mediator/arbitrator shall be selected by each party alternately scratching a name from the panel submitted by the Louisville Labor-Management Committee with the Union having the right to strike first in even numbered years

and Metro Government the right to strike first in odd numbered years. The parties shall meet for the purpose of scratching names from the panel within fourteen (14) days of receipt by both parties of the panel from which a mediator/arbitrator is to be selected.

The mediator's/arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

The following limitation on the powers of the arbitrator shall apply:

(i) The arbitrator 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 render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted in the grievance and shall confine a decision to a determination of the facts and an interpretation and application of this Agreement.

(ii) The decision of the arbitrator shall be advisory in nature with respect to all matters.

Section 5. A Steward of the Union designated to represent an employee shall be paid for time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings.

Section 6. If a grievance is not presented within the time limits set forth in this article, the grievance shall be considered waived. If a grievance is not appealed to the next step within the specified time limit of any extension thereof, it shall be considered settled on the basis of Metro Government's last answer. If Metro Government does not answer a grievance or an appeal thereof within the time limits, the Member or Union may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step. The time limits in each

step may be extended by mutual agreement of Metro Government and Union representative(s) involved in each step.

ARTICLE 16 COMPENSATION

Section 1. Wage Schedules as of July 1, 2015 :

Hourly Pay Rate Schedule
Waste Reduction Operator

(1) Day Shift Rate

(A)	Starting the 181st day as a Waste Reduction Operator	$22.84
(B)	After the 91st day through the 180th day as a Waste Reduction Operator	$20.57
(C)	From the first day through the 90th day as a Waste Reduction Operator	$18.72

Section 2.

(a) Effective July 1, 2016, there will be a Two Percent (2%) cost of living adjustment.

(b) Effective July 1, 2017, there will be a Two Percent (2%) cost of living adjustment.

(c) Effective July 1, 2018, there will be a Two Percent (2%) cost of living adjustment.

(d) Effective July 1, 2019, there will be a Two Percent (2%) cost of living adjustment.

(e) Effective July 1, 2020, there will be a Two Percent (2%) cost of living adjustment.

(f) Effective July 1, 2021, there will be a Two Percent (2%) cost of living adjustment.

Section 3. Each employee of Waste Reduction covered by the Collective Bargaining Agreement shall receive CDL pay in the amount of One Dollar ($1.00) per hour, effective July 1, 2015.

Section 4. WORK DAY, WORK WEEK, AND OVERTIME PAY.

(a) WORK DAY AND WORK WEEK. Employees shall have a regular starting time. The work week shall be five (5) days. All employees shall work forty (40) hours per week if ready, willing and able to work. The employees recognize their obligation, unless excused by supervisory authority or by other provisions of this Ordinance, to work forty (40) hours per week

(b) OVERTIME PAY. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) in a week.

Section 5. (a) Each employee of Waste Reduction certified to remove Freon before July 1, 2016, covered by this Collective Bargaining Agreement, shall receive pay in the amount of One Dollar (1.00) per hour. Each employee initially certified to remove Freon after January, 2016, shall receive a one-time lump sum payment of One Thousand Dollars ($1,000.00), and One Dollar ($1.00) per hour on days when removing Freon.

(b) Each CDL certified employee covered by this CBA as of July 1, 2016, shall receive a one-time lump sum payment of One Thousand Dollars ($1,000.00).

ARTICLE 17 VACATIONS

Section 1. Annual vacation leave with pay shall be granted according to seniority whenever possible to all employees covered by this Ordinance in the manner outlined below:

(a) After completing the first six (6) consecutive months of employment, an employee shall have earned a vacation of one (1) calendar week.

(b) Upon completion of the second six (6) consecutive months of employment, an employee shall have earned an additional vacation of one (1) calendar week.

(c) Employees who have completed one (1) year of service shall be granted regular annual vacation of two (2) calendar weeks plus one (1) extra work day per year for each year of service thereafter to a maximum of three (3) additional calendar weeks. As used herein, a calendar week consists of five (5) work days for employees whose regular work week is five (5) days. For purposes of this section, all of an employee's service with Metro Government, whether continuous or not, shall be given recognition. Vacation credit shall, however, accrue only as to current continuous service.

(d) Except as otherwise provided herein, each employee shall take his annual vacation in the year in which it is earned. Any accumulation of annual vacation leave beyond the year after that in which it is earned must be approved by the director of the department or agency, who shall advise the Director of Finance in writing of said accrual. Under no circumstances shall vacation accumulate to exceed twelve (12) calendar weeks.

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

Section 2. If a holiday recognized by this Agreement should fall during an employee's vacation leave, such employee shall be granted an additional day of vacation leave.

Section 3. Vacation leave shall not be computed as time worked.

Section 4. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of the appointing authority.

ARTICLE 18 SICK LEAVE

Section 1. Sick leave with pay shall be granted to all regular employees at the rate of one (1) day for each full month of service. Seasonal or temporary employees shall not be entitled to sick leave benefits. Regular part-time employees shall be granted sick leave on a pro-rated basis. No employees shall receive credit toward sick leave accrual for time not expended in Metro Government employment, except for designated holidays, vacation, sick leave, military leave and other authorized leave, as provided and earned pursuant to Metro Government Ordinance or the provisions of this section.

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

Section 3. If and wherever sick leave provisions may appear to be abused, i.e., where an employee consistently uses his sick leave as it is earned or has a negative sick leave balance, the employee claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including dismissal. When an employee takes two (2) days of sick leave in a ninety (90) day period, for which no doctor's certification is submitted, the employee will be placed upon the sick leave abuse list for the next ninety (90) day period. While on the sick abuse list no pay will be received for the first two (2) sick days taken unless hospitalized. Failure of the employee to provide a meaningful medical statement upon returning to work will result in unexcused absence. Employees placed on the sick abuse list twice within a calendar year shall be disciplined, up to and including termination of employment.

Section 4. No employees shall be entitled to sick leave in excess of the amount of such leave then accumulated to this credit, except as provided in Section (6) of this Article.

Section 5. To receive paid sick leave, an employee shall communicate with his immediate supervisor or department head prior to the beginning of the employees scheduled work start time.

Section 6. Time off for sick leave shall be not be computed as time worked for purpose of overtime.

Section 7. ***Sick Leave Incentive Plan.*** Employees are eligible to participate in a sick leave incentive plan. Employees 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 twelve (12) consecutive month period without the use of sick leave. Employees are eligible to earn three (3) personal days per twelve (12) month period. Employees may not accrue more than ten (10) personal days, nor will employees be paid for personal days upon termination of employment.

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. Employees may participate in this program in the same manner as other Metro Government employees.

ARTICLE 19 PAID HOLIDAYS

Section 1. The following paid holidays are recognized by Metro Government for all permanent full-time employees:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

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

Section 2. Should any of the above holidays fall on Saturday, the preceding Friday will be recognized as the official celebration day. Should any of the above holidays fall on a Sunday, the following Monday will be recognized as the official celebration day. To be entitled to holiday pay, an employee must report for work on the last day requested before the holiday and the first day requested after the holiday. Holidays shall not be computed as time worked. Any such employee who actually works on a holiday shall be paid the rate established in the applicable preceding work and, in addition shall receive any pay to which he is entitled under this section.

ARTICLE 20 FUNERAL LEAVE

An employee covered by this Agreement shall be given three (3) regularly scheduled workdays off with full pay in case of death in the employee's immediate family. The immediate family shall include:

(a) The employee's wife, husband, children, parents, brothers, sisters, grandparents, grandchildren, aunts and uncles;

(b) The parents, grandparents, brothers and sisters of the employee's spouse, and;

(c) Any other relative of the employee residing in the employee's household.

To receive paid funeral leave, an employee shall communicate with his immediate supervisor or department head, or their authorized representative before, if possible, or within one (1) hour after the time set for beginning work. Time off authorized for funeral leave shall not be computed as time worked.

ARTICLE 21 NOT ELIGLE FOR RETRO PAY

No prior employee of SWMS who is not employed by SWMS at the time of approval of this Collective Bargaining Agreement by the Metro Council shall receive, be eligible for or entitled to any benefits, economic or non-economic, of any kind or nature under this Agreement.

ARTICLE 22 MILITARY LEAVE

Pursuant to KRS 61.396 and KRS 61.394, employees who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, employees, 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.

ARTICLE 23 WORKERS' COMPENSATION

Metro Government shall provide Workers' Compensation coverage for all employees covered by this Agreement.

Metro Government shall permit an injured employee, who is covered by Workers' Compensation and who also has sick leave accumulated to his credit, to elect (in case of injury on the job) to draw from accumulated sick leave (if any) an amount when added to his Workers' Compensation pay (if any) would equal his normal weekly earnings; provided, however, that in order to draw from accumulated sick leave pursuant to this section, an employee must first execute an agreement with Metro Government under which Metro Government is subrogated to any claim for damages such employee may have against any third party or parties causing such injury, and provided further that any such subrogation shall only extend to and not exceed the amount paid the employee by Metro Government as sick leave pay under this section. Time off for the above shall be not be computed as time worked for purpose of overtime.

ARTICLE 24 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 25 JURY DUTY AND WITNESS LEAVE

Any employee covered by this Agreement who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding shall be compensated at his regular rate of pay

for all time lost as a result thereof. In both instances, however, the employees recognize their obligation to return to work immediately upon their release by the Court. It being the intention of the parties that no Metro Government employee should request or receive leave with pay for either purpose for a period longer than that actually required. Time served on jury duty or as a witness shall not be computed as time worked.

ARTICLE 26 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.

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.

ARTICLE 27 TUITION REIMBURSEMENT

Metro Government agrees to extend participation in Metro Government's Tuition Reimbursement Plan to all Bargaining Unit Members.

ARTICLE 28 LONGEVITY PAY

Each employee covered by this Collective Bargaining Agreement shall receive longevity pay in the following amounts based on years of continuous service. Longevity pay shall be calculated as of November 15 of each fiscal year and payable the first pay period of December of that respective fiscal year.

FY 2015 -2016 /FY 2016 -2017 /FY 2017 -2018 /FY 2018 -2019, FY 2019-2020, FY 2020-2021, and FY 2021-2022

YEARS OF CONTINUOUS SERVICE	LONGEVITY PAY
Less than three (3)	-0-
After three (3), but less than five (5)	$441.30
After five (5), but less than ten (10)	$516.30
After ten (10), but less than fifteen (15)	$566.30
After fifteen (15)	$616.30

ARTICLE 29 SENIORITY AND LOSS THEREOF

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of employees covered by this Agreement shall begin with the most recent date of employment with Metro Government. An employee's seniority shall be considered as being continuous unless terminated for any of the following reasons:

(a) Discharge for cause.

(b) Voluntary resignation.

(c) Layoff and not recalled within one (1) year of such layoff.

(d) Being on layoff and failing to return to work within five (5) days after having been notified to do so.

When employment is terminated for any of the above reasons and the employee subsequently is re-employed, he/she shall be considered a new employee for all purposes.

Section 2. A seniority list shall be maintained on a current basis and posted in the supervisor's office where it shall be available for inspection at all reasonable times by individual employees.

A copy of the seniority list and each revision thereof shall be furnished by Metro Government to the Union.

Section 3. When it becomes necessary to lay off employees, the employee with the least seniority standing shall be the first to be laid off, provided such employees retained are capable of doing the work remaining.

When employees are to be recalled, the first to be recalled shall be those last laid off provided that such employees are capable of doing the work then available.

Metro Government shall furnish to the Union a list of the names of the employees laid off or recalled in each instance in which a layoff or recall occurs.

Section 4. Absence from duty resulting from proven sickness or injury shall not be considered cause of loss of seniority rights, provided proper notice is given Metro Government of such sickness or injury. As to those employees hired after June 30, 1985, this provision shall not be applicable if such absence is in excess of one (1) year.

Section 5. Should an employee be disabled arising out of or in the course of his employment with the assigned departments, he shall automatically be considered to be on a leave for purposes of seniority and his rights arising out of seniority shall continue to accumulate during such absence. As to those employees hired after June 30, 1985, the provision shall not be applicable if such absence is in excess of one (1) year.

Section 6. Should an employee be unable to report for work on the job due to illness, he/she shall, if possible notify his supervisor one (1) hour prior to the regular report time of his/her inability to so report, and upon support of proper evidence from a reputable doctor, if requested, his seniority shall continue to accumulate during such period of illness.

ARTICLE 30 OVERTIME DISTRIBUTIONS

Section 1. Insofar as is practical, the opportunity for overtime will be divided equally among qualified employees within a classification by shift for which overtime is needed. When all employees within a classification by shift have been offered the opportunity for overtime, the rotation will begin again.

Section 2. When the opportunity for overtime is offered to qualified employees, it shall be by the order of Waste Reduction Division seniority by classification by shift in the first occurrence. When such opportunity for overtime work is available, the opportunity to work should be offered to the most senior qualified employee who last did not have the opportunity for overtime, by classification, by shift. Should this employee choose not to work, the offer of opportunity to work is made to the qualified employee next least senior in the classification, by shift. The offer of overtime work is to be made to each succeeding qualified employee by

descending seniority on the seniority list by classification by shift until the desired number of overtime workers are secured.

Section 3. Should all of the qualified employees contacted refuse the opportunity for overtime work, then the qualified employee, by shift, with the lowest seniority will be required to work. The method for securing additional employees to work will be to require each employee with succeedingly more seniority to work. This mandatory overtime will be called for from the lowest qualified employee on the seniority list, in order, to the qualified employee with the highest amount of seniority per classification, by shift.

Section 4. All employees are required to have a working telephone number which shall be given to the Division of Solid Waste Management. The Division shall have the obligation, for the purposes of overtime communication, to call only the one (1) telephone number given to the Division by the employee. If the Division is unable to communicate with the employee by use of the telephone number given, then the Division shall have no obligation to offer overtime to the employees.

ARTICLE 31 CALL OUT PAY

All hours worked on call out which occurs at a time outside an employee's regularly scheduled hours of work shall be paid for at one and one half (1 1/2) times the employee's regular hourly rate. The employee 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, an employee called out shall work the four (4) hours minimum period.

ARTICLE 32 PRE-TAX PREMIUM PLAN AND/OR DEPENDENT CARE ACCOUNT

Metro Government will offer to all bargaining unit employees the option of participation in Metro Government's Pre-Tax Premium Plan and/or Dependent Care Account pursuant to the same terms, conditions, requirements and obligations for any and all other non-bargaining or bargaining unit employees of Metro Government.

ARTICLE 33 – SAFETY

During working hours, when practical, three (3) people shall be working in the yard at all times.

ARTICLE 34 DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon its execution by the parties.

Section 2. The duration of this Agreement shall extend from its effective date through June 30, 2022.

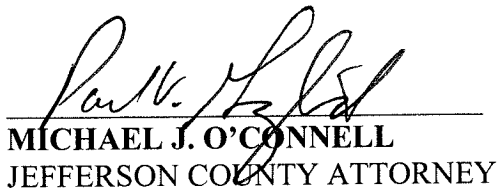
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

BY: _____ DATE: 8/5/16
GREG FISCHER, MAYOR

NATIONAL CONFERENCE OF FIREMEN & OILERS
DISTRICT OF LOCAL 32BJ/SEIU CHAPTER 320

BY: Mike Warren DATE: 7-26-16
MIKE WARREN,
BUSINESS REPRESENTATIVE

APPROVED AS TO FORM:



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY