ORDINANCE NO. 18, SERIES 2012

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL CIO-CLC, IBEW LOCAL 369 CONCERNING CERTAIN EMPLOYEES OF THE LOUISVILLE METRO PUBLIC WORKS AND ASSETS DEPARTMENT (ELECTRICAL MAINTENANCE).

SPONSORED BY: Councilman David Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the International Brotherhood of Electrical Workers AFL CIO-CLC, IBEW Local 369 concerning certain employees of the Louisville Metro Public Works and Assets Department (Electrical Maintenance).

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

Section I. The Collective Bargaining Agreement reached between Louisville/Jefferson County Metro Government and the International Brotherhood of Electrical Workers AFL CIO-CLC, IBEW Local 369 for and on behalf of bargaining unit employees within the Louisville Metro Public Works and Assets Department (Electrical Maintenance) 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.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Greg Fischer
Mayor

2/10/12
Approval Date

APPROVED AS TO FORM AND LEGALITY:
Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
February 9, 2012

BY: Michael J. O'Connell

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE METRO GOVERNMENT

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL CIO-CLC, IBEW LOCAL 369

DEPARTMENT OF PUBLIC WORKS AND ASSETS

Effective: 7/8/2012

Expiration Date: June 30, 2015

PREAMBLE 1
ARTICLE 1 SCOPE AND RECOGNITION 1
ARTICLE 2 MANAGERIAL RIGHTS 2
ARTICLE 3 SUBORDINATION 2
ARTICLE 4 NO STRIKES AND LOCKOUTS 2
ARTICLE 5 UNION SECURITY 2
ARTICLE 6 UNION BUSINESS 3
ARTICLE 7 JOB DUTIES AND POSITIONS 5
ARTICLE 8 APPRENTICES 6
ARTICLE 9 DISCIPLINE 7
ARTICLE 10 GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE. 9
ARTICLE 11 SENIORITY 10
ARTICLE 12 JOB VACANCIES, JOB AND SHIFT ASSIGNMENTS 11
ARTICLE 13 LAYOFF AND RECALL 12
ARTICLE 14 SALARY SCHEDULE, LONGEVITY AND SHIFT PREMIUM 13
ARTICLE 15 WORK WEEK AND OVERTIME 14
ARTICLE 16 CALL OUT TIME AND REPORTING TIME 15
ARTICLE 17 TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING 16
ARTICLE 18 IMSA TESTING, INCENTIVE PAY, TRAINING, AND LICENSES 16
ARTICLE 19 COMMERCIAL DRIVER'S LICENSE 18
ARTICLE 20 ACCRUAL AND SCHEDULING OF VACATION 19
Section 1. Accrual of vacations 19
Section 2. Scheduling of vacations 20
ARTICLE 21 PERSONAL DAY AND HOLIDAYS 20
ARTICLE 22 INSURANCE 21
Section 1. Life Insurance and Dental Insurance 21
Section 2. Health Insurance 22
Section 3. Legal Protection 22

Section 4. Long-Term Disability 22
ARTICLE 23 SAFETY AND HEALTH 22
ARTICLE 24 CERTAIN BENEFITS 23
Section 1. JURY DUTY AND WITNESS LEAVE 23
Section 2. FUNERAL LEAVE 23
Section 3. MILITARY LEAVE 23
Section 4. LEAVE OF ABSENCE WITHOUT PAY 24
Section 5. WORKERS COMPENSATION 24
Section 6. SICK LEAVE 24
Section 7. OLD AGE AND SURVIVORS INSURANCE SYSTEM 25
Section 8. RETIREMENT SYSTEM FOR CIVILIAN EMPLOYEES 25
Section 9. TUITION REIMBURSEMENT 25
Section 10. DEPENDENT CARE 26
ARTICLE 25 ENTIRE AGREEMENT 26
ARTICLE 26 NO SUBCONTRACTING 26
ARTICLE 27 SUCCESSOR CLAUSE 26
ARTICLE 28 RETROACTIVITY 27
ARTICLE 29 TERM 27
ATTACHMENT A 29

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 9th day of February, 2012, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the International Brotherhood of Electrical Workers, AFL CIO-CLC, IBEW LOCAL 369 (hereinafter referred to as "IBEW LOCAL 369"). The parties to this Agreement desire to promote and maintain an excellent employment relationship among Metro Government, the IBEW Local 369 and the employees covered by this Agreement, and to maintain working conditions at the highest possible level.

ARTICLE 1 SCOPE AND RECOGNITION

Section 1. In consideration of the promise on the part of Metro Government to pay the agreed scale of wages incorporated into this Agreement, and the promise of the employees covered by this Agreement to do the work required by Metro Government in a workmanlike manner, together with other valuable considerations as set out in this Agreement, the parties hereto mutually agree to be bound by the terms and conditions contained herein.

Section 2. Metro Government recognizes IBEW Local 369 as the sole and exclusive collective bargaining agent for Electrical Maintenance employees in the listed classifications regarding wages, hours and conditions of employment. As used in this Agreement, "Member" means an employee of Electrical Maintenance in the following classifications represented by IBEW LOCAL 369:

7787 E.M. General Foreman
7790 E.M. Foreman
7793 E.M. Electrician "A" Journeyman
7792 E.M. Fourth Year Apprentice
7003 E.M. Third Year Apprentice
7002 E.M. Second Year Apprentice
7001 E.M. First Year Apprentice

Section 3. Whenever such masculine words as "he," "him," or "his" are used in this Agreement, such words shall also include such feminine words as "she," "her," and "hers."

Section 4. Metro Government's Personnel Policies shall not apply to the Members unless specifically addressed in this Agreement.

ARTICLE 2 MANAGERIAL RIGHTS

The operation, control and management of Electrical Maintenance and all of its activities in connection therewith which are covered or affected by this Agreement and the supervision and direction of the workforce of said Electrical Maintenance are and shall continue to be solely and exclusively the functions and prerogatives of the Management of Electrical Maintenance, other than those set forth and limited by provisions of this Agreement.

ARTICLE 3 SUBORDINATION

In the event that any of the provisions of this Agreement are declared unlawful by State or Federal Legislative Act, or Judicial ruling, such provisions shall become inoperative, but the remainder of this Agreement shall not be affected thereby. If any provisions become inoperative, it or they shall be renegotiated within sixty (60) calendar days.

ARTICLE 4 NO STRIKES AND LOCKOUTS

There will be no strike, refusal to work, slowdown, sit down or picketing by IBEW Local 369 or the Members, or lockout on the part of Metro Government, during the term of this Agreement; provided, however, that a Member may refuse to enter upon the premises of any other employer, if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such other employer is required to recognize pursuant to an applicable State law or the Labor Management Relations Act of 1947, as amended. In consideration of this Agreement, IBEW Local 369 agrees not to sue Metro Government, its officers or representatives and Metro Government agrees not to sue IBEW Local 369, its agents or members, concerning any labor matters in any court of law or equity.

ARTICLE 5 UNION SECURITY

Section 1. Payment of IBEW LOCAL 369 membership dues and fees, or fair share fee shall be a condition of employment for all Members of the bargaining unit.

Section 2. The check-off of regular IBEW LOCAL 369 membership dues and any initiation fees for new employees shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their IBEW LOCAL 369 membership must notify the Metro Government and the IBEW LOCAL 369 expressly and individually, in writing by certified mail that such dues are not to be deducted. The fair share fee shall be deducted from Members' wages and remitted to the IBEW LOCAL 369, with or without written authorization by the Members. The date for the

commencement of the fair share deduction shall be determined by the IBEW LOCAL 369 with appropriate advance notice given to the Metro Government and affected Members.

Section 3. IBEW LOCAL 369 membership dues and fees shall be deducted weekly in an amount certified by IBEW LOCAL 369. All deductions shall be shown on the Members' paycheck stubs.

Section 4. IBEW LOCAL 369 membership dues and any and all fees shall be transmitted to the Business Manager/Financial Secretary of the IBEW LOCAL 369 weekly after such deductions are made. The IBEW LOCAL 369 shall notify Metro Government, in writing, of any change in the current and proper amount of its membership dues or any fees at least thirty (30) days prior to the change in deduction.

Section 5. Metro Government agrees to honor the written request of Members to have such deductions as specified from their regular pay for the IBEW PAC and Promotional Fund, which payments will be processed as specified above for dues and fees. The IBEW LOCAL 369 shall notify the Metro Government of the amount of these contributions at least thirty (30) days prior to the initial deduction.

Section 6. Metro Government agrees to honor the written request of Members to have deductions from their regular pay to an approved IBEW Credit Union.

Section 7. The IBEW LOCAL 369 shall hold the Metro Government harmless against any claims, legal or otherwise, which may arise from these deduction provisions that resulted from any intention, mistake, or error on the part of the IBEW LOCAL 369. A mistake as to law shall not be considered an intention, mistake, or error under this provision.

Section 8. Metro Government and IBEW LOCAL 369 agree not to discriminate, interfere with, restrain or coerce, either directly or through their agents, against any Member. No party hereto shall discriminate by reason of race, religion, color, age, sex, sexual orientation or national origin.

ARTICLE 6 UNION BUSINESS

Section 1. Contract Negotiations

The IBEW LOCAL 369 may select not more than three Members to represent IBEW LOCAL 369 in the negotiation of a collective bargaining agreement without loss of compensation. The names of such representatives of The IBEW LOCAL 369 shall be submitted to the Director.

Section 2. Stewards

Stewards shall be appointed by the Business Manager/Financial Secretary and must be given sufficient time to see that the Agreement is enforced on the job. Such

Stewards shall, at all times, be held accountable by the Union. At no times shall the Stewards be discriminated against for the faithful performance of their duties.

Stewards designated to represent a Member shall be paid for the time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of grievances, mediation, arbitration and any legal proceeding.

Section 3. IBEW Local 369 Access

(A.) Bulletin boards. Metro Government agrees to provide IBEW LOCAL 369 designated space on available bulletin boards upon which IBEW LOCAL 369 may post notice of meetings, announcements, or information of interest to its members. IBEW LOCAL 369 further agrees that it will not post any material which would be derogatory to any individual, Metro Government, 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 IBEW LOCAL 369. All notices of IBEW LOCAL 369 will consist of items in good taste and shall be signed by an IBEW LOCAL 369 steward or Business Representative. Any material that the shop supervisor determines to be in violation of this Agreement may be removed by the shop supervisor and IBEW LOCAL 369 will be so informed in writing with the reason. The Union bulletin board and the overtime bulletin board are to be located in a conspicuous place adjacent to the present overtime board or on the wall in the "runway" to the garage on Gray Street.

(B) Access to work locations. With reasonable notice to and with the approval of the shop supervisor, a non-employee representative of IBEW LOCAL 369 shall be allowed access to work locations and locations not accessible to the general public.

Section 4. Unpaid leaves approved

At the request of IBEW LOCAL 369, one Member who is elected or appointed to a position with IBEW LOCAL 369 may be granted leave without pay for participation in IBEW LOCAL 369 duties. When a Member on leave without pay under this provision, leaves his or her Union position, he or she shall be entitled to return to a job in the Member's classification provided he or she is qualified. The Member's seniority shall continue during his or her absence on such leave.

Section 5. IBEW LOCAL 369 Insignia

Members shall be allowed to wear insignias reflecting membership in IBEW LOCAL 369.

Section 6. Notice of new hires

Metro Government shall notify IBEW LOCAL 369 Business Representative when additional employees or replacements are needed. IBEW LOCAL 369 agrees to furnish said employees upon a nondiscriminatory basis within seventy-two (72) hours after receiving the request. The decision with regard to the hire or tenure of all employees shall be made by Metro Government. Metro Government shall notify IBEW LOCAL 369 within a reasonable period of any new employee added to the payroll in a position covered by this Agreement.

ARTICLE 7 JOB DUTIES AND POSITIONS

Section 1. Duties of the Members shall include, but is not limited to the installation, construction and maintenance of all electrical/electronic traffic control equipment and hardware (such as traffic signals, traffic controllers, school flashers and lane lights; fire circuitry; signal preemptions circuits for fire and railroad; decorative lights owned by Metro Government); troubleshooting tasks related to all the aforementioned electrical/electronic hardware, and installation, construction and maintenance of the civil defense system. The term hardware includes all items on which Members are qualified to work, excluding any operating systems. Metro Government shall make an effort to qualify Members on appropriate hardware, use of operating systems and to provide training to Members through the Agreement between Metro Government and the IBEW 369 LJATC.

Members' job duties may include electrical maintenance, installation and construction for other governmental entities under cooperative agreements between Metro Government and such governmental entities.

Section 2. A **General Foreman** shall work with tools and shall be utilized in overseeing more than one (1) job in a safe and workmanlike manner. Among other duties, the General Foreman shall assist management in laying out the work for the Foremen and in checking out the jobs in advance to estimate material/manpower needs. A General Foreman shall have knowledge of electronic, electrical, and mechanical theory. The General Foreman shall also participate in planning, assigning and reviewing the work of in-house technicians in installation, inspection, maintenance, and testing procedures; design and construct unique signal control equipment such as dimming circuits, warning devices, and signal preemption circuits for fire and railroad, all types of communications devices and test equipment; review and inspect all signal installations; and provide training to Members.

The General Foreman shall discharge the Union's and Metro Government's responsibilities to the public by seeing that the electrical work is performed in accordance with the Municipal Rules, Electrical Code Requirements and the Manual on Uniform Traffic Control Devices. It is further expected that the General Foreman through his/her knowledge of the trade will utilize materials and manpower in an efficient manner. This individual is expected to take charge of those persons assigned to his/her job.

Section 3. A **Foreman** is a workman in charge of any job where up to six bargaining unit employees including himself, are employed at any one time except for Controller Trucks, including C.D. tests (for tests only) equipment and parts runs. A Foreman shall also design and construct unique signal control equipment such as dimming circuits, warning devices, and signal preemption circuits for fire and railroad, all types of communications devices and test equipment; review and inspect all signal installations.

Among other duties he shall discharge the Union's and Metro Government's responsibilities to the public by seeing to it that the electrical work under his supervision

is performed in accordance with the Municipal Rules, Electrical Code Requirements and the Manual on Uniform Traffic Control Devices. He is expected to direct journeymen and apprentices assigned to his job in a safe, workmanlike manner.

Section 4. A General Foreman or Foreman must be available at all times when work is being performed, except for C.D. tests only, or equipment and parts run.

Section 5. During the term of this Agreement, Metro Government shall not reduce the current twenty-six (26) union positions in Electrical Maintenance which includes two (2) General Foremen and six (6) Foremen. Any additional positions added due to Grant, State or program funding, are not guaranteed positions.

ARTICLE 8 APPRENTICES

Section 1. In-House Apprentices

A. An apprenticeship program shall be established and maintained for the training of Members. This program shall afford all Electrical Apprentices the opportunity to work and learn all phases of the Electrician "A" Journeyman Classification as it pertains to Electrical Maintenance, specifically fire alarm, civil defense, traffic signals, construction, and general electrical maintenance. Completion of the apprentice program shall be mandatory for all Members hired in a beginning status of "apprentice".

B. Upon completion of one (1) year in the classification of Fourth Year Apprentice a Member shall be required to take a written and/or oral examination to determine his/her qualification for Electrician "A" Journeyman status. Upon successful completion of such written and/or oral examination the qualifying Member shall be promoted to Electrician "A" Journeyman status. Any Fourth Year Apprentice who fails to achieve a passing grade shall be prohibited from taking said examination for a period of six (6) months. Should the apprentice fail to achieve a passing grade the second time, he/she will be allowed to take the exam a third and final time after an additional six (6) month period. Failure to pass the exam a third time will result in discharge without recourse to the grievance procedure. The above-described written and/or oral examination shall be developed and administered by Electrical Maintenance and IBEW.

C. During the four (4) year apprenticeship program the tuition for any school or course established in accordance with the apprenticeship training program shall be paid one-half (1/2) by the Member and one-half (1/2) by Metro Government pending successful completion of the course by the Member. Upon successful completion of said courses, the Member shall be reimbursed by Metro Government for expenditures in accordance with the Metro Government Tuition Reimbursement Program. A Member shall pay his proportion of the tuition prior to the start of the course or, in the alternative, sign a payroll deduction authorization card allowing Metro Government to deduct his proportionate tuition from those paychecks received subsequent to the start of the course.

D. An Electrician Apprentice shall not be permitted to work in the absence of an Electrician "A" Journeyman or a higher rated classification within the Bargaining Unit. Metro Government agrees not to employ any new Member in an Apprentice classification while there is an Electrician "A" Journeymen on layoff status. Metro Government and Union agree that no more than two (2) In-House Apprentices will be

employed as part of any guarantee slots. If there is a need of more Apprentices from any guaranteed slots, the Director and the IBEW designee must mutually agree.

Section 2. LJATC Apprentice and Journeyman Training Agreement

A.) Metro Government agrees to accept and become signatory to all terms and conditions of the IBEW 369 LJATC Apprentice and Training agreement. "Regular – Full Time" Temporary apprentices shall supersede the terms of this Agreement.

B.) The IBEW 369 has fully disclosed to Metro Government the complete costs of participation in this apprenticeship program. There are no other costs or expenses of participation in this program at this time. Metro Government agrees and acknowledges that the LJATC Apprentice and Training Committee may pursuant to its by-laws, guideline etc., increase assessment, costs, etc. of participation in this program in the future.

C.) The IBEW 369 and LJATC Apprentice and Training Committee agree that it will not refer an apprentice to Metro Government for participation in this program as a "temporary Member" for more than nine (9) months per year.

D.) Any temporary "Inside Agreement" Employee hired under this program shall not receive any other contractual benefits under the Metro Government and IBEW 369 Collective Bargaining Agreement unless contained in Article 8 and Section 2 of this Agreement or mutually agreed to.

E.) The "Inside Agreement" shall be incorporated by reference for the payment of all wages and benefits to temporary apprentices while in the temporary employment of Metro Government.

F.) "Temporary Journeymen" wage rate (as opposed to full-time regular Journeymen) shall be negotiated on an "as need" basis by mutual agreement of the parties. In addition, all Temporary Journeymen benefits shall be paid in accordance with the Inside Agreement while in the temporary employment of Metro Government.

G.) All Temporary Apprentices and/or Journeymen work week and overtime payments shall be in accordance with Article 15 of this Agreement. In addition, if they work the Holiday listed in Article 21, they shall be paid for the worked holiday.

H.) The parties agree that the provisions of Article 10 of this "Grievance Procedure" are applicable.

I.) This Agreement in no way deletes or supersedes any guarantee of a minimum number of slots in this Bargaining Unit.

J.) Metro Government and Union agree that no more than two (2) Inside Apprentices will be employed as part of the guaranteed slots. If there is a need of one (1) additional Inside Apprentice from any guaranteed slot, the Director and the IBEW designee must mutually agree. It is also agreed the apprentice(s) will work with the journeymen.

ARTICLE 9 DISCIPLINE

Section 1. With the exception of Members serving the sixty (60) calendar day probationary period, no Member shall be discharged or disciplined without just cause. All disciplinary action shall be cumulative for a 180-day period. The Metro Government will

not use as a basis for warning, reprimand, suspension or discharge any disciplinary action older than 180 days.

Section 2. The following offenses are infractions of department rules for which a Member may be subject to progressive discipline: First offense – documented WARNING/VERBAL; Second offense – written REPRIMAND; Third offense – SUSPENSION WITHOUT PAY; Fourth offense – DISCHARGE. Progressive discipline will only be advanced when the infraction is of a like nature.

a. Abuse of sick leave as defined by this Agreement
b. Knowingly disregarding safety/traffic/equipment operating regulations
c. Failure to report a traffic accident, damage to vehicle or property
d. Acting immorally or indecently, offensive language.
e. Improper use or failure to respond to radio equipment
f. Failure to report to work
g. Failure to ring time card, except a Member shall be allowed one absence per six (6) month period for failure to "clock in" at the appointed time to begin work. The Member shall not receive pay for such period of time not worked, unless his/her correct shift start time was validated by a supervisor as being "on time."
h. Tardy for any reason. A Member is considered tardy from 1 minute to 5 minutes. A Member is granted two grace tardy periods per calendar year.
i. Reporting late to work. Reporting over 5 minutes late is considered late and starts progressive disciplinary action.
j. Leaving work area without permission of supervisor
k. Leaving work before authorized quitting time
l. Unexcused absence for one (1) day
m. Misrepresentation of facts pertaining to Department incidents
n. Failure to immediate report an on-the-job injury to a supervisor
o. Failure to wear required safety equipment while on duty
p. Improper utilization of time, material, or equipment
q. Gambling while on duty or on Metro property at any time
r. Failure to wear seat belts in any Metro vehicle or equipment

Section 3. The following offenses are infractions of department rules for which a Member may be immediately removed from the job site, and suspension or termination actions initiated:

a. Drinking or in possession of, or apparently under the influence of intoxicating liquor or drugs or misuse of prescription drugs while on duty
b. Possession of a deadly weapon on Metro property or in a Metro vehicle
c. Fighting or inciting a fight
d. Being insubordinate or refusing to comply with supervisor's instructions
e. Deliberately ringing another employee's time card
f. Unauthorized use of Louisville Metro Government vehicles and equipment
g. Falsifying records, presenting fraudulent claims
h. Theft, destruction, or mutilation of Louisville Metro Government property
i. Serious disregard of safety/traffic/equipment operating regulations that rises to the level of causing injury, endangering life and/or major damage to property
j. Unexcused absences of three consecutive days

k. Sleeping while on duty
l. Failure to report a suspended or revoked drivers' license
m. Verbal or physical threats or acts of violence that creates an intimidating or hostile work environment
n. Immoral or indecent acts that are severe in nature such as indecent exposure, physical contact, viewing pornographic material or web sites, explicit gestures.

Section 4. Any Member covered by this Agreement who has been discharged or suspended without pay shall have the right to file a written grievance against Metro Government, within seven (7) working days from the time of discharge or suspension at Step 2 of the grievance procedure. Provided, however, a discharge or suspension without pay for other than the offenses listed here shall not take effect prior to a Step 2 meeting pursuant to Article 10, Grievance Procedure with the Director of Public Works.

These offenses are:

a) fighting,
b) carrying a weapon on Metro Government premises or in a Metro Government vehicle,
c) being intoxicated or under the influence of non-prescription drugs, or
d) any other offense which endangers any Member or member of the public.

ARTICLE 10 GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE

Section 1. A grievance may be initiated by IBEW LOCAL 369 or an aggrieved Member. The Metro Government shall not retaliate, coerce or discriminate in any manner against any Member or stewards for initiating a grievance. An IBEW LOCAL 369 representative (a steward, business representative or officer) shall be at all disciplinary proceedings.

Section 2. Grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1: Within ten (10) calendar days of being informed of the aggrieved event, the Member and IBEW LOCAL 369 stewards shall meet with the Member's most immediate supervisor during the Member's regularly scheduled work period and attempt to resolve the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the IBEW LOCAL 369 Business Representative may, within ten (10) calendar days of the meeting, request in writing, a meeting with the Department Director of Public Works, or his designee. This conference shall be held during what is currently the 8:00 am to 4:00 pm shift with the Department Director or his designee within ten calendar days of the request. The Director shall give a written answer to the Member, IBEW LOCAL 369 steward and the Business Representative within ten (10) calendar days of the meeting.

Step 3: If the IBEW LOCAL 369 is still aggrieved after the decision of the Director of Public Works, IBEW LOCAL 369 may forward the

grievance in writing to the Louisville Labor Management Committee ("Committee") **or** the Kentucky Department of Labor ("Labor Department") within seven (7) calendar days from the receipt of the Director of Public Works' decision for mediation.

The Committee or Labor Department shall schedule a meeting with Metro Government, the IBEW LOCAL 369 steward, and the Business Representative to assist in its determination. If the mediation is not successful or not completed within 60 days of the request for mediation, the IBEW LOCAL 369 may proceed to arbitration.

Step 4: In the event the Step 3 decision does not resolve the grievance, the Union may request advisory arbitration within seven (7) days by notifying Metro Government (Mayor) and the Department of its intention to proceed to advisory arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason(s) why the decision is unacceptable. At the same time the Union notifies Metro Government (Mayor) and the Department of its intention to proceed to advisory arbitration, it shall mail to the Louisville Labor-Management or the Federal Mediation and Conciliation Service its notice of intention to proceed to advisory arbitration and request submission of a list of arbitrators. An arbitrator shall be selected by each party alternately scratching a name from a panel of nine (9) arbitrators submitted by the Louisville Labor-Management Committee or the Federal Mediation and Conciliation Service 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 an arbitrator is to be selected. The arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

Section 3. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, IBEW LOCAL 369 Business Manager/Financial Secretary or designee may advance the grievance to the next step.

ARTICLE 11 SENIORITY

Section 1. The seniority of a Member is defined as the length of continuous employment with Metro Government, or its predecessor governments, in Electrical Maintenance. All probationary employees must have completed their sixty (60) calendar day probationary period after which their seniority shall then revert back to the most recent date of employment.

A Member transferring to Electrical Maintenance from another Metro Government department or division shall not include any such service in seniority

hereunder except for those fringe benefits that are determined by an employee's length of service, including, but not limited to, vacation or sick leave and pension benefits.

Section 2. Seniority shall be considered continuous unless the Member is terminated for the following reasons:

a. Voluntarily quits;
b. Lay-off and not recalled within twenty-four (24) months of continuous layoff for lack of work;
c. Failure to return to work by recall subsequent to a lay-off within five (5) working days after having been notified to do so by certified mail to last known address.
d. Failure to return to work after the termination of an approved leave of absence. Absence for proven sickness or injury shall not cause loss of seniority rights.

When a Member is terminated for any of the above reasons and is subsequently re-employed, he shall be considered a new employee for all purposes except as required by state or federal law and judicial decisions.

Section 3. Metro Government shall furnish IBEW LOCAL 369 a seniority list based on hire date as an employee on July 1st and January 1st of each year, or upon request.

ARTICLE 12 JOB VACANCIES, JOB AND SHIFT ASSIGNMENTS

Section 1. Job Vacancies

Job vacancies that occur as a result of a new position(s), retirement, promotion or termination shall be posted for bid for a period of one (1) calendar week. The award shall be made to the Member who has the most seniority provided that the successful Member shall have completed a sixty (60) day probationary period in which the member shall have performed the work of such position to the satisfaction of the shop supervisor.

Section 2. Shift Assignments

Seniority and compliance with posted qualifications shall prevail in the selection of shift assignments, provided however, Metro Government shall determine how many Members are needed for each of the three shifts. If a Member selects a permanent shift, the Member shall remain on this shift for a minimum of three (3) months, except if rolled by a more senior Member. There will be mutually agreed trades between shifts.

Section 3. Job Bidding

A. The following jobs within Electrical Maintenance shall be posted for bid: two (2) General Foreman, four (4) Big Truck Foreman, two (2) Controller Truck Foreman, one (1) Controller Bench Foreman, one (1) Controller Bench Journeyman, one (1) Stockroom Journeyman, one (1) Warehouse Repair Journeyman, one (1) Foreman and one (1) Journeyman on 2nd shift, one (1) Foreman and one (1) Journeyman on 3rd shift. The bids shall be posted the first week of each calendar year. The yearly bid is considered permanent for the remainder of that year. All jobs shall be awarded on the

basis of posted qualifications and seniority, provided the successful bidder shall have completed a sixty (60) day probationary period in which the Member shall perform the work of such position to the satisfaction of the shop supervisor.

B. In addition, the successful bidder for Controller Truck Foreman and Construction Foreman shall have achieved the following minimum standards; have a high school diploma or its equivalent and be enrolled on or have graduated from technical training from the Joint Apprenticeship Committee, or other accredited electronics training and have successfully completed courses in D.C. and A. C. electrical theory, transistors, semi-conductors and digital electronics, or have satisfactorily performed such work for a six month period. In addition, effective six (6) months after the effective date of this Agreement, they shall have successfully completed and must maintain IMSA Certification Programs for IMSA Level II Traffic Signal Electrician.

C. Bid jobs for General Foreman, Controller Bench Foreman and Controller Bench Journeyman must meet all minimum qualifications in section (B) and have successfully completed and maintain IMSA certification programs for IMSA Level II Traffic Signal Technician.

D. General Foreman, Foreman, Controller Bench Foreman, Controller Bench Journeyman, and Controller Truck Foreman must have completed and maintain or be enrolled in an accredited communications training (i.e., analog digital, audio, and fiber splicing). Any Member having met the minimum qualifications is eligible to bid on the above bid jobs.

E. Bid jobs for second and third shift Journeymen and Stockroom and Warehouse Repair shall be awarded by seniority.

Section 4. Temporary Vacancies

Temporary vacancies of five days or longer will be bid as they occur. These bids will be open to all personnel that meet the minimum qualifications (if any, see Section 3.) and are less senior to the permanent position held. The successful bidder shall be paid the bid rate for all hours worked in the bid classification including overtime. The successful bidder of a temporary position will be utilized in the position to which he bid when shop supervisor determines the need for the use of such position. In the event that the temporary position is not needed, the successful bidder will revert to this regular position.

Members are restricted to one bid per person per week on temporary positions excluding temporary foreman positions.

Section 5. Notice of Change of Shift

Members shall be given at least eight (8) hours' notice in writing prior to either a temporary or permanent change of the Member's shift.

ARTICLE 13 LAYOFF AND RECALL

Section 1. If it is necessary to reduce the number of employees, which will result in the layoff of Members, such layoffs shall be in the reverse order of seniority. Members so laid off will retain and accumulate seniority rights for up to twenty-four (24) months during continuous layoff.

Section 2. When positions are reinstated, 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.

Section 3. IBEW LOCAL 369 Business Representative and stewards will be furnished copies of all official layoff and recall notices to the affected Member(s).

ARTICLE 14 SALARY SCHEDULE, LONGEVITY AND SHIFT PREMIUM

Section 1. The base hourly rate for Members for Fiscal Year beginning July 1, 2011 and ending on June 30, 2012 shall be as follows:

7787	E. M. General Foreman Hourly Wage Rate	$26.83
7790	E. M. Foreman Hourly Wage Rate	$25.43
7793	E.M. Electrician "A" Journeyman Hourly Wage Rate	$24.20

The following represents percentage of Journeyman "A" pay

7792	First Year Apprentice	1st	6 months 50%	$12.10
		2nd	6 months 55%	$13.31
7792	Second Year Apprentice	3rd	6 months 60%	$14.52
		4th	6 months 65%	$15.73
7792	Third Year Apprentice	5th	6 months 70%	$16.94
		6th	6 months 75%	$18.15
7792	Fourth Year Apprentice	7th	6 months 80%	$19.36
		8th	6 months 85%	$20.57

Section 2.

(a) Effective July 1, 2012, there will be a one-time lump sum cost of living adjustment in the amount of One Thousand Dollars ($1,000.00), payable on the first pay period after July 1, 2012, by separate check.
(b) Effective July 1, 2013 and ending on June 30, 2014, the base hourly rate shall be increased by two percent (2%).

(c) Effective July 1, 2014 and ending on June 30, 2015, the base hourly rate shall be increased by two percent (2%).

Section 3. The Parties agree to provide the following longevity schedule effective as of July 1, 2011 and thereafter for the term of this Agreement:

YEARS OF SERVICE	ANNUAL LONGEVITY PAY
Less than 3 years	$ 0
After 3 years but less than 5 years	$ 700
After 5 years but less than 10 years	$1400
After 10 years but less than 15 years	$1450
After 15 years but less than 20	$1500
After 20 years but less than 25	$1550
25 years or more	$1600

Payment of the longevity amount by separate check will be at the time of the first regular pay period after October 1 of each fiscal year for Members employed on September 15th of the respective fiscal year.

Longevity will be based upon continuous employment with Metro Government.

Section 4. Shift Premium

Members working on the second shift shall be paid a premium of forty (40¢) cents per hour for work performed on that shift and Members working on third shift shall be paid a premium of fifty (50¢) cents per hour for work performed on that shift. In addition, a Foreman who is assigned to second or third shift because less senior Members are not qualified as Foremen shall be paid one-dollar ($1.00) per hour for work performed on those shifts.

ARTICLE 15 WORK WEEK AND OVERTIME

Section 1. A standard workweek shall be eight (8) hours per day, five (5) days per week, Monday at 12:01 A.M. through Friday 12:00 midnight. There are three shifts, which shall each have a scheduled start and end time:

a) first shift shall be from 8:00 A.M. to 4:00 P.M.
b) second shift shall be from 4:00 P.M. to 12:00 midnight.
c) third shift shall be from 12:00 Midnight to 8:00 A.M.

All shifts worked shall include a thirty (30) minute paid meal period, which meal period for the second and third shifts shall be included within the shift hours and for the first shift shall be taken within one (1) hour of twelve noon, this includes Saturday, Sunday and holidays. All shifts shall include two 15-minute breaks during the workday; one at mid point between start time and lunch and one at the mid point of lunch and the end of the shift.

Section 2. Members shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay, including any shift premium if applicable, for all hours worked in excess of an eight (8) hour day or a forty-hour workweek.

Section 3. Members shall be paid one and one-half (1 ½) times their regular rate of pay, including any shift premium if applicable, for all hours worked beginning 12:00 A.M. and ending at 12:00 midnight on Saturday.

Members shall be paid two (2) times their regular rate of pay, including any shift premium if applicable, for all hours worked beginning 12:00 A.M. and ending at 12:00 midnight on Sunday and for work on any holiday contained in this Agreement. Any eight (8) hour period worked on Saturday, Sunday or holiday contained in this Agreement shall include a paid thirty (30) minute lunch period.

Section 4. There will be no pyramiding of overtime.

Section 5. IBEW Local 369 shall administer scheduling for overtime. All overtime shall be allocated evenly.

Section 6. For vacancies of two (2) days or less, shift coverage shall be administered through the overtime board as provided in Section 5. Electrical Maintenance shall, except for unusual circumstances, seek volunteers for shift coverage by a change in shifts for vacancies of more than two days. If unsuccessful in securing volunteers, Electrical Maintenance shall mandate the least senior Member to fill the vacancy.

ARTICLE 16 CALL OUT TIME AND REPORTING TIME

Section 1. All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work Monday through Saturday shall be paid at one and one half (11/2) the Member's regular hourly rate.

All hours worked on a call out which occurs Sunday or a holiday contained in this Agreement shall be paid at two (2) times the Member's regular hourly rate.

The Member shall be paid a minimum of four (4) hours for each call out and may be required to work the four (4) hour minimum. Provided, however, if a Member requests to leave early prior to working the full four (4) hour call out minimum and a

supervisor approves, the Member will only be paid the actual time worked including the one (1) hour travel time. A Member's option to request to leave work early will only be approved after safety to the motoring and pedestrian public has been insured. Travel time of one (1) hour per call out shall be included in the four (4) hour minimum for callouts not intended to fill a regular shift vacancy. If the call out occurs within one (1) hour of a scheduled shift in order to fill a shift vacancy, and the Member reports within one (1) hour, the Member shall be guaranteed eight (8) hours of pay provided he works the remainder of the scheduled shift on which the callout occurs.

If a callout occurs after the start of a scheduled shift in order to fill a shift vacancy, the Member will be paid one (1) hour travel time in addition to actual hours worked, provided the total time paid does not exceed eight (8) hours pay for that day.

When a callout coincides with a regularly scheduled shift, the Member will continue to be paid overtime pay until the four (4) hour minimum is reached with regular pay for the remainder of the shift. Pyramiding of overtime pay with regular pay shall not be permitted.

Section 2. Members who report to work at the scheduled time and place, and who have not been notified not to report at least eight (8) hours prior to the scheduled reporting times, shall be guaranteed a minimum of four (4) hours pay for that day.

ARTICLE 17 TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING

Section 1. Members who have completed their probationary period shall be provided with a one hundred and twenty-five ($125.00) dollar tool maintenance allowance each year payable on the first regular pay period in July. Members are required to have the tools listed on Attachment A.

Section 2. In addition, new Members shall receive a one hundred and twenty-five ($125.00) dollar tool purchase allowance upon successful completion of their probationary period.

Section 3. Metro Government shall provide and maintain one (1) rain suit (two-piece) sized to fit sizes small, medium, large and extra large, for each Member.

Section 4. In the event an item on the list in Attachment A is stolen, Metro Government shall replace such item one time during the term of this Agreement, if such item was secured on Metro Government property and the Member provides a police report of the theft.

ARTICLE 18 IMSA TESTING, INCENTIVE PAY, TRAINING, AND LICENSES

Section 1. A Member successfully completing the following levels of testing by IMSA shall receive the following per hour pay increases effective from the date of each applicable certification.

a.)	Level II (A) "Electrical"/or TS Field Technician	$.30 per hour
b.)	Level II (B) "Electronic"/or TS Bench Technician	$.50 per hour
c.)	Level III/or TS III Field Technician	$.10 per hour
d.)	Traffic Signal Inspection	$.10 per hour

Section 2. A Member successfully completing all of the following Electronic and Data Courses through the LJATC Apprentice and Journeyman Training Agreement or a mutually agreed entity shall receive a $.30 per hour increase:

a.) Resistive Circuits, Capacitive Circuits and Inductive Circuits

b.) Solid State Devices including Diodes, Bipolar Junction Transistors, Triacs and Opto-isolators

c.) Data Transmissions including Basic Digital Logic, Serial and Parallel, Data Transmission.

Section 3. Metro Government will offer continuous training to the most senior Members eligible pursuant to the criteria set forth above to perform bench and controller work. The training will take place during a three (3) month period, i.e. one (1) Member at a time only, for a three (3) continuous month period for the bench and controller positions. During the three (3) months of training, the Members' pay will reflect their previous job title; Foreman, Temporary Foreman, and Journeyman. In the event that a job bid becomes available, the Member in training shall be able to bid on the job, but will not be awarded the bid until the three (3) month training is complete. In addition, if a senior Member declines training, he/she will not be awarded the job bid until they have been trained and all less senior Members have been offered training.

Section 4. Metro Government will offer Members who have not successfully completed their IMSA Level I testing an opportunity to take such test no later than six months after the final approval of this Agreement by the Metro Council, and, if they successfully complete it, an opportunity to take their IMSA Level II testing no later than one year after the final approval of this Agreement by the Metro Council.

Metro Government will offer Members who have not successfully completed their IMSA Level II testing an opportunity to take such test no later than six months after the final approval of this Agreement by the Metro Council.

Metro Government shall pay for all IMSA related costs for Members' training, testing and renewal requirements and fees through LJATC as currently done using tuition reimbursement. In the event LJATC cannot offer an appropriate IMSA class, Metro Government will pay for such training to other accredited entities. Metro Government shall furnish such testing, training and renewal procedures in a timely manner.

Section 5. Metro Government shall pay for Members' annual renewal fees of the Commonwealth of Kentucky's Electricians License and Master Electricians License and IMSA recertification fees. In addition, if in house training is not available, Metro Government shall pay Members' membership fees in IMSA in order for the Members to take IMSA courses. The use of a Metro Government vehicle will be allowed for the test.

ARTICLE 19 COMMERCIAL DRIVER'S LICENSE

Section 1. Any Member required by federal statutes or regulations and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to the Family Health Center (Portland) for such exam at Metro Government's expense. In addition, Members shall be reimbursed for the cost of the renewal of the CDL. Members who do not wish to go to the Family Health Center (Portland) may arrange for a physical exam at the facility of their choice at their expense.

Section 2. Members shall be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses, unless it conflicts with or is more stringent than federal laws and/or state statutes.

Section 3. Members who are unable to qualify for an Intrastate Medical Waiver of the CDL requirement may nevertheless retain rights under this Agreement as follows:

a.) No more than three (3) such exempt positions shall exist at any one time.
b.) Supervisors shall only assign exempt Members to those tasks and shift assignments that do not require a CDL.
c.) Exempt Members are eligible for overtime. Provided, however, the shop supervisor need not offer the exempt Member overtime if the assignment involves a CDL requirement.
d.) Exempt Members can be "bumped" by a more senior exempt Member, provided, however, the "bumped" member shall have a reasonable period of Exempt Members can be "bumped" by a more senior exempt Member, time to find another electrical or other position with Metro Government with the assistance of the Department of Human Resources.
e.) Exempt Members shall continue to be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses in accordance with Section 2. above.

Section 4. The parties agree that new hires shall not be required to have a Class B CDL as a condition of being hired. However, a new hire shall be required to obtain a Class B CDL within 90 calendar days of employment. The time studying for the CDL test shall be on the new hire's own time, but the time taking the CDL shall be considered Metro Government time. A new hire without a Class B CDL shall be considered still within a probationary period for purposes of this requirement only. The use of a Metro Government vehicle will be allowed for the test.

ARTICLE 20 ACCRUAL AND SCHEDULING OF VACATION

Section 1. Accrual of vacations

a. Annual vacation leave with pay shall be granted to all full time Members in the manner outlined below. Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

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

For the purpose of this section, all of a Member's service with Electrical Maintenance, whether continuous or not, shall be recognized in determining the number of years of service.

Vacation leave shall be computed as time worked.

b. A Member shall not accrue more than sixty (60) days of vacation credit at the completion of any given pay period. However, regular full-time Members with a satisfactory record of use of sick leave may be allowed to convert vacation accruals in excess of sixty (60) days to sick leave credit upon the recommendation of the Director and the approval of the Director of Human Resources. Members must request to convert excess vacation leave to sick leave each pay period that the Member's vacation leave balance exceeds the sixty (60) day cap.

c. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed forty (40) days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by Metro Government in the same or another position until there has been a break-in-service of at least eight (8) weeks.

Section 2. Scheduling of vacations

a. A maximum of three (3) Members may use vacation leave on any day. This excludes the General Foremen. But for this restriction, there is no period when Members may not use vacation leave.

b. On November 15th of each year a schedule for vacation sign-ups will be posted which lists the Members according to seniority as determined under Article 10 herein. The sign ups shall be for a primary and secondary vacation period as follows:

i) During the first week following November 15th, the five (5) Members with the highest seniority shall contact the shop supervisor to select a primary vacation period of a minimum of three (3) days in length for the next calendar year. During the second week following November 15th, the five (5) Members with the next highest seniority shall contact the shop supervisor to select a primary vacation period of a minimum of three (3) days in length for the next calendar year. This procedure shall be followed week by week until all Members have had the opportunity to select their primary vacation period. Once three (3) Members have signed for a particular day or period, that day or period shall be closed.

ii) After all primary vacation periods have been selected, the above procedure shall be repeated in order for the Members to select a secondary vacation period of one (1) or two (2) days.

After the secondary vacation periods have been selected, the calendar will be closed and the vacation schedule fixed unless a vacation is cancelled in which case the vacation schedule will be reopened to the next most senior Member.

c. After January 1st of each year, days that do not have three (3) Members scheduled for vacation shall become open for any Member to request vacation as long as three (3) days written notice is given to the shop supervisor. The request shall be answered in writing within three (3) calendar days.

d. Once the vacation schedule has been fixed, it will be posted on the IBEW Local 369 bulletin board. Any revision to the posted vacation schedule shall be immediately posted.

ARTICLE 21 PERSONAL DAY AND HOLIDAYS

Section 1. Each Member shall receive one (1) paid personal day per fiscal year, July 1 through June 30. Use of the personal day shall be approved by the shop supervisor. Such approval shall not be unreasonably withheld.

Section 2. Members shall be granted the day off with appropriate pay for the following holidays:

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

Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Effective upon approval of this Agreement, Members shall also receive two additional floating personal days off with appropriate pay during each calendar year. These two (2) personal days must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for these personal days upon termination of employment.

Members hired between January 1 and June 30 will receive both floating personal days for use the calendar year in which they were hired. Members hired between July 1 and October 31 will receive one (1) floating personal day for use the calendar year in which they were hired. Members hired after November 1 will not receive either of these two (2) floating personal days in the calendar year in which they were hired. It is understood by the parties that for the current calendar year, the Members shall not receive a floating holiday during the period from the effective date of this Agreement to December 31 of this calendar year if they have already taken one or both holidays which have been replaced by floating holidays.

Use of these floating personal days must be requested in advance by the Member and approved by the shop supervisor prior to use, which approval shall not be unreasonably withheld.

If a holiday falls during a Member's vacation, the holiday shall be counted as a holiday and not as a vacation day for the Member.

When any holiday falls on a Saturday, the preceding Friday shall be recognized as the paid holiday. When any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday.

ARTICLE 22 INSURANCE

Section 1. Life Insurance and Dental Insurance

Metro Government will provide Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one times the Member's annual salary up to a maximum of Fifty Thousand ($50,000.00) Dollars.

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.

It is agreed that Members may also purchase dental insurance where the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dental insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2. 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 Member-only coverage. Metro Government shall contribute 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall increase or decrease for a majority of Metro Government employees, the percentage contributions for Members shall increase or decrease to the same level.

Section 3. Legal Protection

Metro Government shall provide legal representation and indemnity to Members pursuant to the provisions of KRS 65.200 through KRS 65.2006, inclusive, and MCO Sections 35.180-35.183, inclusive.

Section 4. Long-Term Disability

Metro Government will provide long-term disability benefits for every Member at no cost to the Member at the same terms, and conditions as provided for non-union employees, pursuant to any rules, regulations, or procedures adopted by the Director of Human Resources concerning the said long-term disability income benefit.

ARTICLE 23 SAFETY AND HEALTH

A. Metro Government shall make reasonable provisions for the safety and health of its Members consistent with applicable local, state and federal laws. The following jobs require a minimum of two (2) Members:

a.) work in aerial trucks;
b.) work in manholes;
c.) any work in Electrical vaults that would place a Member in an isolated area.

If in a Member's judgment, a job is unsafe for one person, that Member shall immediately communicate with the appropriate supervisor to discuss the conditions.

If the situation is unresolved by such discussion, the supervisor shall travel to the scene and with the Member evaluate the situation, direct the Member concerning the proper completion of the task and determine the need for additional personnel. The IBEW LOCAL 369 agrees to cooperate with Metro Government in this respect and shall confer with the shop supervisor from time to time.

B. It shall not be a violation of this Agreement for a Member to refuse to operate a vehicle, or any equipment, that does not meet the requirements of any Federal, State or Local laws relating thereto. However, no Member is authorized to determine that a vehicle or any equipment does not meet the above-described standards. If a Member believes that a vehicle or a piece of equipment is unsafe, he shall report that fact to the

appropriate supervisor who shall then determine the status of the vehicle or equipment. Any disagreement between a Member and management shall be treated as a grievance and a Union Steward shall be contacted immediately and a hearing held promptly.

If such a disagreement should occur, the Member shall have the option of performing the assigned work until the end of the shift or, in the alternative, clock out and leave work for the remainder of the shift.

C. Members must wear safety equipment as required by Metro Government or by OSHA for a particular task or job; such safety equipment will be supplied by Metro Government.

D. Metro Government will submit a completed IA-1 "Workers Compensation First Report of Injury or Illness" (or any form that replaces the IA-1 form) to the Union Steward.

ARTICLE 24 CERTAIN BENEFITS

Section 1. JURY DUTY AND WITNESS LEAVE

Any Member who is summoned for jury duty, and who as a result thereof is required to be absent from his or her normal assigned hours of work, shall be compensated at his or her regular rate of pay for the actual time of such absence required thereby.

Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government in 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, is considered to be at work and will be compensated accordingly.

In both instances, however, the Members recognize their obligation to return to work immediately upon their release by the court, it being the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required.

Section 2. FUNERAL LEAVE

Members may be granted funeral leave with pay in the case of death in a Member's immediate family, meaning parents, spouse, parents-in-law, child, grandchild, sister, brother, sister-in-law, brother-in-law, grandparents, aunts or uncles regardless of residence, or other relatives living at the Members residence. Members may be compensated for a period not to exceed three (3) regularly scheduled workdays with the approval of the shop supervisor. Proof of death shall be furnished upon request. The last day for which funeral leave with pay shall be granted is the day after the funeral. A Member's vacation shall not be considered part of this funeral leave.

Section 3. 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-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 4. LEAVE OF ABSENCE WITHOUT PAY

Regular employees, who have completed at least six (6) months of continuous service, may be granted a personal leave of absence for medical and/or personal reasons not covered by the Family and Medical Leave Act. A Personal Leave of Absence may be taken for a period of up to twelve (12) weeks, upon recommendation of the agency head and approval by the Director of Human Resources. A Personal Leave of Absence may be paid, unpaid, or a combination of paid and unpaid, depending upon an employee's applicable leave balances.

Section 5. WORKERS COMPENSATION

Metro Government shall provide Workers Compensation coverage for all Members covered by this Agreement. Metro Government shall permit an injured Member, 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 which 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 a Member must first execute an Agreement with Metro Government under which Metro Government subrogated to any claim for damages such Member 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 Member by Metro Government as sick leave pay under this Article.

Section 6. SICK LEAVE

A. Members shall accrue sick leave with pay, except as hereinafter stated, at the rate of one (1) workday of earned sick leave for each full month of continuous service.

B. Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of an illness in the Member's immediate family, requiring the presence of the Member. The immediate family of the Member shall be regarded to include the parents, wife, husband, children, grandchildren, brother and sister of the Member or his spouse, parental grandparent or other relatives living in the household of the Member. Such leave, if in excess of two (2) consecutive days, and is due to causes other than the Member's incapacity, shall require the specific approval of the shop supervisor.

C. Unused sick leave shall be cumulative without any maximum, but in no event shall a Member, absent other provisions of law, be paid for any unused sick leave upon termination, subject to the limitations of the Sick Leave Incentive Plan.

D. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit. Provided, however, in case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit, upon the approval of his department head. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave.

E. No Member shall receive credit toward the sick leave accrual for time not actually expended on the job, except for designated holidays, vacation, sick leave, military leave (or other periods of utilization of vacation or sick leave credit), and other authorized leaves with pay as set forth herein. Time off for sick leave shall be computed as time worked, except in the computation of premium pay for overtime.

F. A Member shall communicate with the shop supervisor before, if possible, or within one (1) hour after the time set for the beginning of the normal work period to request paid sick leave.

G. A Member claiming sick leave may be required to furnish competent proof of the necessity for such absence. Competent proof shall not be required unless specifically requested by the shop supervisor at the time of the absence. Metro Government shall have the right in all cases of illness, or reported illness, to require examination by a reputable physician.

H. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including summary dismissal. Members who consistently use their sick leave as it is earned or who fail to accumulate it may be asked to resign from the service.

I. Metro Government shall allow each Member three (3) days a year of sick leave (earned pursuant to A. above) to be taken without requirement of a doctor's statement. Thereafter, Metro Government may in its discretion require Members to bring a doctor's statement for every day subsequent to the three (3) days. The decision of Metro Government in selecting which Members shall be required to bring a doctor's statement shall not be grievable or arbitrable. Although the Union and Member may not grieve or arbitrate the selection of Members to obtain a doctor's statement, the Union and the Member may grieve the merits of any invocation of discipline.

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

Section 7. OLD AGE AND SURVIVORS INSURANCE SYSTEM

Metro Government is a participant in the Social Security System and the benefits of Old Age and Survivors Insurance are extended to Members.

Section 8. RETIREMENT SYSTEM FOR CIVILIAN EMPLOYEES

Metro Government shall participate in the Kentucky Retirement Systems established by the Kentucky legislature.

Section 9. TUITION REIMBURSEMENT

The Members are eligible to participate in the Tuition Reimbursement Program. The Director of Human Resources, or designee, shall be responsible for administering any tuition assistance program established and funded by Metro Government. The Director of Human Resources shall establish appropriate guidelines for the administration of a tuition assistance program. An application for tuition reimbursement must be approved by the Department Director and submitted to the Director of Human Resources

or designee, prior to the start of the semester or class for which aid is sought. A Member shall be reimbursed only when he/she successfully completes educational or vocational courses that the Director of Human Resources determines are job related or represent a promotional opportunity in Metro Government.

Section 10. DEPENDENT CARE

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

ARTICLE 25 ENTIRE AGREEMENT

Section 1. The Metro Government and the Union shall not be bound by any requirement that is not specifically stated in this Agreement. Metro Government is not bound by any past practice or understanding of the former City of Louisville unless recognized by this Agreement. However, Metro Government shall not unilaterally change or modify a historical practice without first discussing the change with the Union.

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from the Metro Government representative and the representatives of the Union.

ARTICLE 26 NO SUBCONTRACTING

The work normally and historically performed by the bargaining unit shall not be contracted out by Metro Government except in situations involving acts of God, strikes or job actions; or refusals to work by the bargaining unit.

ARTICLE 27 SUCCESSOR CLAUSE

This Agreement shall be binding upon Metro Government and IBEW and their respective transferees, successors, and assigns, regardless of structured form, unless the Union agrees otherwise, and such successors, transferees and assigns will faithfully comply with all of its provisions. In the event Metro Government transfers the work of the Electrical Maintenance Division or merges with any other entity of any type of structure, Metro Government shall continue to be liable for the complete performance of this Agreement until or unless that entity expressly acknowledges in writing that it is fully bound by the terms of this Agreement. The parties agree that this Agreement shall be binding upon their successors and the successors shall be required to acknowledge in writing that they are bound by this Agreement.

ARTICLE 28 RETROACTIVITY

To be eligible to receive any retroactive wage or other economic increase provided for herein, a Member must be a full-time active employee when this Agreement is approved by IBEW Local 369, the Mayor and the Metro Council.

ARTICLE 29 TERM

Section 1. The duration of this Agreement shall be to June 30, 2015, and it shall become effective upon approval of IBEW Local 369 membership, the Mayor and the Metro Council.

Section 2. Either party wishing to terminate, amend or modify this Agreement on the expiration date of June 30, 2015, must so notify the other party, in writing not less than sixty (60) days prior to June 30, 2015. Within sixty (60) calendar days of receipt of such notification by either party, a conference shall be scheduled between Metro Government and IBEW Local 369 for the purpose of negotiating such amendment, modification or termination. If no notification is given, this Agreement shall automatically be renewed for one (1) year, in like manner and from year to year thereafter.

LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 1/6/12

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL CIO-CLC, IBEW LOCAL 369

BY: _____
James W. Metzinger
BUSINESS REPRESENTATIVE

Date: 12-29-11

APPROVED AS TO FORM:

Michael O'Connell,
Jefferson County Attorney

ATTACHMENT A – TOOL LIST

1	9" Klein-Type Lineman's Pliers
1	8" Screw Driver Standard Round
1	4" Screw Driver
1	9" Holding Screw Driver
1	440 Channel Locks
1	420 Channel Locks
1	8" Crescent Wrench
1	Torpedo Level
1	Folding Rule (6') or tape measure
1	6" Needle Nose Pliers
1	Electricians Pocket Knife
1	Wire Strippers
1	Crimp Tool
1	6" Phillips Screw Driver Round Shaft
1	Klein-Type Hack Saw
1	Claw Hammer 12 oz.

NO SPECIFIC BRAND OF TOOL IS REQUIRED
The City agrees to furnish voltage testers.