

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

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

**EMA/METROSAFE – RADIO TECHS**

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 22<sup>nd</sup> day of April, 2008, 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, 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 employees in the listed classifications regarding wages, hours and conditions of employment. As used in this Agreement, "Member" means an employee of EMA/MetroSafe Communication Services (hereinafter "Communications Services" in the following classifications represented by IBEW Local 369:

2912 Radio Technician II  
2915 Radio Technician I  
2909 Radio Technician Trainee

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 Communication Services 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 Communication Services are and shall continue to be solely and exclusively the functions and prerogatives of the Management of Communication Services other than those set forth herein and limited by provisions of this Collective Bargaining 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 Union 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 369 membership must notify the Metro Government and 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 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 IBEW Local 369 with appropriate advance notice given to the Metro Government and affected Members.

Section 3. IBEW Local 369 Union membership dues and fees shall be deducted bi-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 IBEW Local 369 bi-weekly after such deductions are made. 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. 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. 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 IBEW Local 369. A mistake as to law shall not be considered an intention, mistake, or error under this provision.

Section 7. 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*

IBEW Local 369 may select one Member and one Alternate appointed by the Business Manager/Financial Secretary to represent IBEW Local 369 in the negotiation of a collective bargaining agreement without loss of compensation. The name of such representatives of 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 Steward shall, at all times, be held accountable by IBEW Local 369. At no times shall the Steward be discriminated against for the faithful performance of his 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 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 IBEW Local 369's bulletin board and the overtime bulletin board are to be located in a conspicuous place.

(B) *Access to work locations.* With reasonable notice to and with the approval of the Director, 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 and/or display insignias reflecting membership in IBEW Local 369.

Section 6. *Notice of new hires.*

The decision with regard to the hire or tenure of all employees shall be made by Metro Government. Metro Government shall notify in writing the IBEW LOCAL 369 within a reasonable period (14 days) of any new employee that is added to the payroll in a position covered by this Agreement.

**ARTICLE 7.           JOB DUTIES AND PROBATIONARY PERIODS**

Section 1.   Job Functions

A Radio Technician II is responsible for the installation, operation, modification and maintenance of a complex communications system serving the Metro Government and for the training of Radio Technician I and Radio Technician Trainees.

A Radio Technician I is responsible for the installation, operation, maintenance and repair of Metro Government communications systems and other electronic equipment.

A Radio Technician Trainee is responsible for learning to install, operate, maintain and repair communications and electronic equipment used by Metro Government agencies.

## Section 2. Probationary Periods

A. During a probationary period for a Radio Technician Trainee of six (6) months, employment shall be on a trial basis. During this period of time, Metro Government may lay off, discipline or discharge a probationary employee, as it deem necessary. Such lay off, discipline or discharge shall not be subject to the grievance procedures as set forth in this contract nor to the Civil Service Board, provided however, that the Metro Government may not discharge or discipline for the purpose of evading this agreement or of interfering, restraining, coercing or discriminating against employees.

B. The probationary period for the position of Radio Technician I shall be six (6) months, but shall include any period in which the employee was a Radio Technician Trainee. The probationary period for the position of Radio Technician II shall be six months. During the probationary period for Radio Technician I and II, Metro Government may demote a Member who is unable to perform the functions of the position. The Member so demoted shall not have recourse to an appeal to the Civil Service Board nor to the grievance procedures as set forth in this contract.

## **ARTICLE 8. DISCIPLINE**

Section 1. With the exception of Members serving a probationary period, no Member shall be discharged or disciplined without good and sufficient 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, pager or cell phone.
- 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 immediately 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 3 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 3 meeting pursuant to Article 10, Grievance Procedure with the Director of Human Resources.

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 9. 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. IBEW Local 369 representation (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, any one of the IBEW Local 369 stewards or Business Representative may, within ten (10) calendar days of the meeting, request, in writing, a meeting with the Department Director. This conference shall be held with the Department Director or his designee within ten (10) 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 after this meeting, the grievance is still not resolved, within ten (10) calendar days of the written answer from the Department Director, one of the IBEW Local 369 stewards or Business Representative may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, shall schedule a meeting with the aggrieved Member, IBEW Local 369 steward and the Business Representative to assist in resolving the grievance within fifteen (15) calendar days of receiving the request. Within fifteen (15) calendar days after the meeting, the Human Resources Director will make a

determination and advise the Department Director, the Member, IBEW Local 369 steward and the Business Representative of the decision in writing.

Step 4. If the IBEW Local 369 is still aggrieved after the decision of the Director of Human Resources, 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 Human Resources' decision for mediation.

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

Step 5. If the IBEW Local 369 is still aggrieved after the decision of the Director of Human Resources or if mediation is unsuccessful, the Business Manager/Financial Secretary or designee of IBEW Local 369 may within seven (7) calendar days from the receipt of the Director of Human Resources' decision or seven (7) calendar days after mediation is discontinued, whichever is later in time, forward the grievance in writing to either the Louisville Labor Management Committee ("Committee"), or the Kentucky Department of Labor ("Labor Department") or the Federal Mediation and Conciliation Service and ask the selected agency to furnish a panel of nine (9) arbitrators.

Each party will scratch the name of one listed arbitrator until eight (8) names have been scratched and the remaining member of the list shall serve as a disinterested, impartial arbitrator.

The parties shall equally share the expense of the arbitration itself. Expenses incurred in preparing for arbitration will be borne by each individual party.

The Arbitrator's authority shall be limited to interpretation of this Agreement, and not modification of it, and shall be limited to the grievance presented. Within ninety (90) calendar days after the hearing, the Arbitrator will make a written determination and send copies to the Mayor, and IBEW Local 369 Business Representative of the arbitration decision. The Mayor will then advise IBEW Local 369 of his decision in writing within thirty (30) calendar days of receipt of the Arbitrator's determination.

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.

Section 4. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of an extension or the termination of this Agreement.

## ARTICLE 10.

## SENIORITY

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

A Member transferring to Communication Services 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:

- a. Discharged for cause
- b. Resigns voluntarily or retires
- c. Laid-off for lack of work and not recalled within twenty-four (24) months of such layoff;
- d. Fails 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;
- e. Or fails 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 1<sup>st</sup> and January 1<sup>st</sup> of each year.

Section 4. Members shall not be laid off during the term of this Agreement. (this does not include termination for cause pursuant to Article 8, Discipline.)

## ARTICLE 11.

## JOB VACANCIES AND PROMOTIONS

Section 1. Vacancies will be filled from the appropriate eligibility list. If no list exists, notice for promotion will be posted by Civil Service for seven (7) working days. Subsequent vacancies will be made from the list established from the vacancy announcement.

Section 2.

(A) Appointments to the positions of Radio Technician I shall at all times be filled through the Civil Service promotional process from persons holding the position of Radio Technician Trainee.

(B) Appointments to the positions of Radio Technician II shall be filled as promotions of Radio Technician I respectively. If, and only if, the Civil Service Board is unable to certify eligible candidates for promotion to those positions, the Metro Government and IBEW LOCAL 369 may agree on an alternative means for filling vacancies in the positions of Radio Technician II, but no such alternative means shall be used without the IBEW LOCAL 369's written agreement.

Section 3. Metro Government shall fill all promotional vacancies within 90 days, unless a new promotional list must be created.

Section 4. Metro Government shall notify the IBEW LOCAL 369 at least seven (7) days before making any recommendations to the Louisville Civil Service Board regarding changes in the job descriptions or minimum requirements for the positions of Radio Technician Trainee, Radio Technician I and Radio Technician II.

Section 5. Metro Government will establish in-service training program or programs for Members. The purpose of such program or programs shall be:

- to encourage and enable employees to qualify for a promotion to higher rated positions;
- to promote safety, efficiency, skill, and ability in the performance of duties by the Members;
- to make possible more economical and efficient rendition of services;
- to develop skills of Members in their respective occupations;
- to recommend to the Civil Service Board minimum qualifications for appointments or promotion to any position;
- to assure proper use of and protection against inadvertent damage to equipment owned by Metro Government;
- to encourage employees to become career employees of Metro Government.

Section 6. For purposes of this Article, Metro Government and the IBEW LOCAL 369 shall discuss the weight to be given to factors utilized in filling promotional vacancies including, but not limited to, seniority, ability to perform job duties, oral interview, etc. Any agreement reached shall be jointly presented to the Louisville Civil Service Board for review and consideration.

Section 7. Non-bargaining unit employees of Metro Government shall not perform the work of the bargaining unit.

## ARTICLE 12.

## 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 13.

## WORK WEEK AND OVERTIME

Section 1. A standard workweek shall be eight (8) hours per day, five (5) days per week.

Section 2. 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.

Section 3. 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 4. Members shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay, including any shift premium if applicable, for all hours worked in excess of An eight (8) hour workday or a forty-hour workweek. Members shall be paid two (2) times their regular rate of pay for all hours worked on a seventh day of a member's regular work week.

Section 5. There will be no pyramiding of overtime.

Section 6. IBEW Local 369 shall administer scheduling for overtime. All overtime shall be allocated evenly.



following manner; if the technician(s) works and/or is offered overtime at one and one-half time 1 ½ the hourly rate the technician(s) shall be charged is one and one half 1 ½ hours; or if the hours is worked and/or is offered at the two (2) times the hourly rate it would be charged at two (2) hour and etc.

**ARTICLE 15. SALARY SCHEDULE**

Section 1. The base hourly rate for Members for Fiscal Year beginning July 1, 2006 and ending on June 30, 2007 shall be as follows:

**Years of Service in the Classification**

|                          | Step 1<br><u>0-1 Yrs</u> | Step 2<br><u>1-3 Yrs</u> | Step 3<br><u>3-6 Yrs</u> | Step 4<br><u>6+ Yrs</u> |
|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|
| Radio Technician Trainee | 16.24                    |                          |                          |                         |
| Radio Technician I       | 19.22                    | 20.15                    | 21.14                    | 22.18                   |
| Radio Technician II      | 20.74                    | 21.78                    | 22.87                    | 24.01                   |

Section 2. The base hourly rate for Members beginning on July 1, 2007 and ending on June 30, 2008 shall be as follows:

**Years of Service in the Classification**

|                          | Step 1<br><u>0-1 Yrs</u> | Step 2<br><u>1-3 Yrs</u> | Step 3<br><u>3-6 Yrs</u> | Step 4<br><u>6+ Yrs</u> |
|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|
| Radio Technician Trainee | 16.88                    |                          |                          |                         |
| Radio Technician I       | 19.95                    | 20.92                    | 21.95                    | 23.03                   |
| Radio Technician II      | 21.53                    | 22.61                    | 23.74                    | 24.92                   |

Based upon the Member's seniority, a Member shall be placed on the appropriate step of the pay schedule and shall progress through the steps of the scale as indicated, except for Red-Circled Members. "Red Circled Members" are Members whose rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Members' pay rate no longer exceeds the pay designated for his/her step, that Member shall resume receiving step increases. Red Circled Members, however, **shall receive the same annual percentage increase** in base pay as other Members. No Member who is reclassified from a Radio Technician I to a Radio Technician II shall take a reduction in rate of pay.

Section 3. Effective for fiscal year beginning on July 1, 2008 and ending on June 30, 2009, and for each subsequent fiscal year under this Agreement, the base hourly pay rate for Members shall be increased by a percentage equal to one-half of the

percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document and as confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or two (2%) percent whichever is greater. Provided however, the occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government -recognized tax increment financing (TIF) district, such as the downtown Arena, Museum Plaza, U of L Health Services and Center City Development.

Section 4. A Member successfully completing Network + training shall receive twenty (\$.20) cents per hour pay increases effective from the date of completing the training.

Section 5. Metro Government will provide to the IBEW Business Representative and shop steward a copy of the wage scale upon its adjustment each fiscal year.

#### **ARTICLE 16. TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING**

Section 1. Members who have completed their probationary period shall be provided tools, as determined by the shop supervisor with input from the steward.

Section 2. Metro Government shall provide the following new uniforms annually as required.

- A) Shirts - 5
- B) Pants - 3
- C) Shoes - 1 pair, black
- D) Belt - 1, black
- E) Jacket - 1, as needed

(Work damaged Uniforms shall be replaced by Metro Government).

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

#### **ARTICLE 17. ACCRUAL AND SCHEDULING OF ANNUAL LEAVE/HOLIDAYS**

##### Section 1. Accrual of annual leave

A. Annual vacation leave with pay shall accrue and be granted to all Members covered by this Agreement in the manner outlined below. Upon completion of the first six consecutive months of employment or re-employment, a Member shall have

earned credit of one workweek. Upon completion of the second consecutive six months of employment, a Member shall have earned additional credit of one workweek.

Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

| <u>AFTER YR OF SERVICE</u> | <u>DAYS PER YEAR</u> | <u>HOURS ACCRUED PER PAY</u> |
|----------------------------|----------------------|------------------------------|
| 0                          | 20.0                 | 6.15                         |
| 1                          | 21.0                 | 6.46                         |
| 2                          | 22.0                 | 6.77                         |
| 3                          | 23.0                 | 7.08                         |
| 4                          | 24.0                 | 7.38                         |
| 5                          | 25.0                 | 7.68                         |
| 6                          | 26.0                 | 8.00                         |
| 7                          | 27.0                 | 8.31                         |
| 8                          | 28.0                 | 8.62                         |
| 9                          | 29.0                 | 8.92                         |
| 10                         | 30.0                 | 9.23                         |
| 11                         | 31.0                 | 9.54                         |
| 12                         | 32.0                 | 9.85                         |
| 13                         | 33.0                 | 10.15                        |
| 14                         | 34.0                 | 10.46                        |
| 15                         | 35.0                 | 10.77                        |

A Member who has completed at least one year of employment shall earn regular annual vacation credit of two work weeks (plus one extra work day per week for each year of employment completed to a maximum of two additional work weeks, i.e., fifteen (15) days, per year, for a cumulative maximum total of twenty-five (25) days per year, which credit shall accrue monthly on a pro-rated basis. For the purpose of this Section, in determining the rate by which additional vacation credit shall be earned, all of a Member's compensated employment with Metro Government or its predecessor governments, whether continuous or not, shall be given recognition.

For the purpose of this section, all of a Member's service with Communication Services, whether continuous or not, shall be recognized in determining the number of years of service. This accrued schedule of hours represent the addition of eight hours for each of the eight holidays recognized by Metro Government and two floating holidays plus the number of eligible vacation hours as determined by the Member's length of service.

B. A Member shall not accrue more than 60 days of annual leave credit at the completion of any given pay period. Any such credit in excess of sixty (60) workdays shall lapse immediately upon entitlement.

C. Upon separation from Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed 40 days. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation leave may not be employed by

Metro Government in the same or another position until there has been a break-in-service of at least the same amount of time as paid for accrued unused vacation.

**Section 2. Scheduling of vacations**

A). There is no period when Members may not use vacation leave.

B) All requests for vacation shall be submitted to the supervisor(s) or acting supervisor(s), and answered in writing in a timely manner using supplied forms. Requests will be considered based upon the workload and the number of technicians scheduled for the shift. Generally, if a Member is scheduled to work alone, requests will be denied, but shall be evaluated on a case-by-case basis.

C) Requests for any period of five (5) days or more must be submitted at least fourteen (14) days, but no more than thirty (30) days prior to the effective date of the requested vacation.

D) All other requests must be submitted at least twenty four (24) hours in advance; with the exceptions of emergency or family hardship; which will be granted at the discretion of the supervisors of Communication Services. Communication must be established between supervisor and Members in such cases for proper authorization of time off to take place.

E) Vacation leave shall be computed as time worked.

**Section 3. Personal Day**

Each Member shall receive one (1) paid personal day per calendar year, January 1 through December 31. Use of the personal day shall be approved by the shop supervisor. Such approval shall not be unreasonably withheld.

**Section 4. Holiday Pay**

A. The following eight (8) holidays are recognized by Metro Government for all permanent full-time Members. In addition Metro Government recognizes two floating holidays each calendar year. The accrued schedule of hours above represent the addition of eight (8) hours for each of the listed holidays below and the two floating days plus the number of eligible vacation hours as determined by the Member's length of service.

New Years Day  
Martin Luther King's Birthday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

B. Pay for holidays not worked: An eligible Member shall be granted vacation hours as set forth above.

C. Pay for holidays worked: For all hours worked on any of the holidays specified above, a Member shall be paid at the rate of one and one-half times (1 ½) their regular hourly rate of pay.

D. Holiday pay is agreed as follows:

- 1) There are eight (8) official "Holidays" which Metro Government recognizes.
- 2) If a Member has a weekly "start day" of Monday and has a workweek of Monday through Friday, then that Member will be compensated at his/her base hourly wage rate for the "Official Holiday" (i.e., all regular shift hours on that specific date).
- 3) If a Member has a start day and workweek other than set forth in (2) above, the "Holiday" shall be recognized and compensated on the actual day on which the Holiday falls. (Example: If a Member's work week begins on a Wednesday, and the Holiday is in fact naturally occurring on Friday and that Member works that day, that Member would be paid (a) "straight time" rate (base hourly wage rate) for all hours worked and b) "vacation pay" for all hours worked on the Friday holiday (based on the hourly vacation accrual wage rate set forth above).
- 4) Any Member who works on a Holiday as set forth above shall receive as a "Premium Pay" and additional one half (1/2) of the Member's base hourly wage rate for all hours worked on the Holiday.
- 5) As such, this overtime pay shall not be pyramided.
- 6) With the request of the Member and the approval of the Supervisor, any Member who works on the recognized Holiday shall have the election to defer the eight (8) hour accrued vacation and pay, or be paid for that respective eight (8) hour accrued vacation and pay.

## **ARTICLE 18.                   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 born by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

It is agreed that Members may also purchase dental insurance where the Metro Government so provides such insurance and at cost factor to be born 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 employee-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 19.**

**SAFETY AND HEALTH**

**Section 1.** 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. Areas where height would present a hazard (i.e. roof tops, radio towers, CD Siren platforms, or other tall structures).
- b. Areas where possible direct exposure could occur to high voltages and/or high current sources.

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.

Section 2. 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.

Section 3. 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.

## **ARTICLE 20.**

## **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*

Members who are members of the National Guard or Military Reserve or of any of the Armed Services of the United States shall be granted leaves of absence, with pay for work days absent, of not to exceed fifteen (15) calendar days per year to participate in regular annual training.

Section 4.    *LEAVE OF ABSENCE WITHOUT PAY*

The Director may grant leaves of absence without pay to Members, up to two (2) weeks. When such leaves exceed the two (2) weeks they shall be approved by the Mayor's office. Leaves of absence may extend up to six (6) months in duration and may be renewed upon proper application.

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, and children, or other relatives living in the household of the Member and a person for whom the Member is a court appointed guardian. 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 Director of Human Resources. A Member shall be required to sign a promissory note in the amount of the total gross pay to be received for the advanced leave if such leave is not recouped upon the Member's return to work. 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. 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. In addition, each year Members who on June 30 has a sick leave balance greater than 80 days will have the option to sell hours in excess of 80 days, up to a maximum of 10 days per year. For each two days of sick leave sold, the Member will receive one day's pay of eight hours at his or her hourly rate of pay. Payments for the selling of sick leave accrual shall be made during the month of December based on the sick leave accruals as of June 30 of that same year.

#### 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.

Section 11. *DIRECT DEPOSIT*

Metro Government agrees to honor the written request of individual Members to have their regular pay, if directly deposited, credited to multiple accounts in a federally approved credit union or bank of their choice.

**ARTICLE 21.**

**ENTIRE AGREEMENT**

Section 1. The Metro Government and IBEW Local 369 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 or Jefferson County Government unless recognized by this Agreement. However, Metro Government shall not unilaterally change or modify a historical practice without first discussing the change with IBEW Local 369.

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 IBEW Local 369.

**ARTICLE 22.**

**NO SUBCONTRACTING**

Metro Government shall not subcontract or out-source any electrical and electronic maintenances, installation or repairs with a total amount under \$500,000.00,

which has been historically performed by the Members; except in the case of new technological installations that require specialized equipment and/or knowledge. Before Metro Government subcontracts or out-sources the new technology project, the Director or designee shall meet with the Union to discuss the feasibility to retain the work to in-house. Prior to this meeting, Metro Government shall furnish in writing to the Union a detailed description and specification of the project including the starting and completion dates. If afterwards Metro Government decides to subcontract or out-source the project, the Director or designee shall notify the Union of the decision.

**ARTICLE 23.                      SUCCESSOR CLAUSE**

This Agreement shall be binding upon Metro Government and IBEW and their respective transferees, successors, and assigns, regardless of structured form, unless IBEW Local 369 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 Communication Services 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.

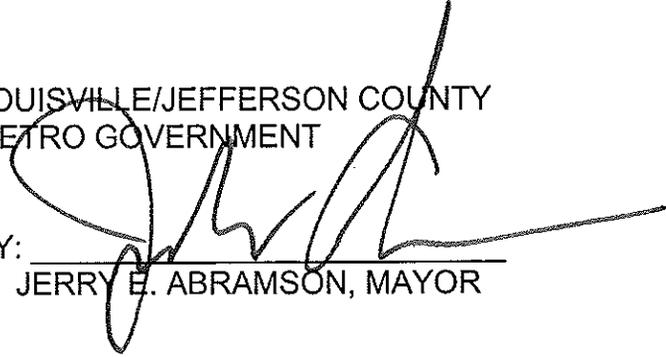
**ARTICLE 24.                      TERM**

Section 1. This term of this Agreement shall be July 1, 2006 to June 30, 2012. It shall become effective upon approval of the 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, 2012, must so notify the other party, in writing not less than sixty (60) days prior to June 30, 2012. 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.

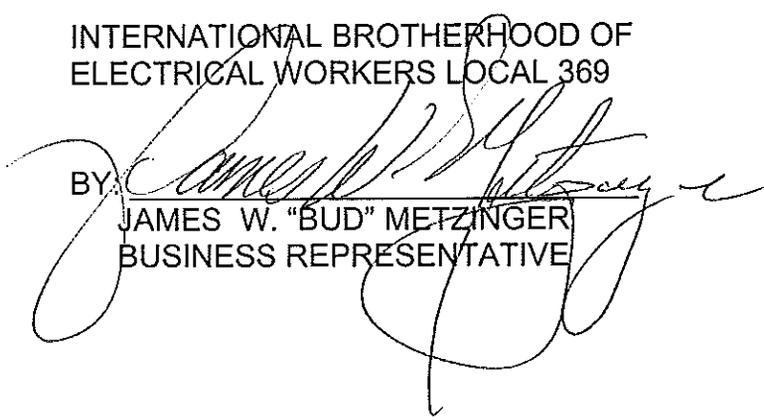
IN WITNESS WHEREOF, the parties have affixed their signatures this 22<sup>nd</sup>  
day of April, 2008.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

BY:   
JERRY E. ABRAMSON, MAYOR

DATE: 4-22-08

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 369

BY:   
JAMES W. "BUD" METZINGER  
BUSINESS REPRESENTATIVE

DATE: 4-10-08

APPROVED AS TO FORM:

  
Irv Maze, Jefferson County Attorney