COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND THE

TEAMSTERS LOCAL UNION NO. 783 AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

ON BEHALF OF EMPLOYEES OF THE PUBLIC WORKS/STREET AND ROADS DIVISION AND THE SUBDIVISIONS OF VACANT LOTS, TOW LOTS AND SIGNS, SOLID WASTE MANAGEMENT SERVICES, FLEET DIVISION, FACILITIES MANAGEMENT DIVISION, AND THE PARKING AUTHORITY OF RIVER CITY DEPARTMENT

EFFECTIVE DATE: June 6, 2011

EXPIRATION DATE: JUNE 30, 2015

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PREAMBLE

This Agreement made and entered into this 6th day of June, 2011 by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as "Metro Government," and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1. SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of **the Louisville Metro Public Works (hereinafter "Public Works"), including its Divisions of Streets and Roads, and the Subdivisions of Vacant Lots, Tow Lots and Signs, Solid Waste Management Services (hereinafter "SWMS"), Facilities Division, Fleet Management Division, and the Parking Authority of River City Department (hereinafter "PARC"),** for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of the Public Works, Streets and Roads, SWMS, Facilities, Fleet, PARC and the Waterfront Development Corporation, and represented by Teamsters Local 783 pursuant to Metro Government Ordinances. And "Departments" shall include all of the departments or divisions, either collectively or individually as the case may be, listed in Section 1.

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

Section 4. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

Section 5. Supervisors and any other person not covered in this Agreement shall not, as a scheduled or regular practice, perform the work of Members unless Members are not available. Metro Government shall make every reasonable effort, including the offering of overtime and/or calling in off duty employees, to have Members do the work needed.

ARTICLE 2. INTENT OF THE PARTIES

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that

prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the rights of Metro Government include, but are not limited to, the right to: determine the mission of the departments, take disciplinary action, lay off its Members because of lack of work or lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3. SUBORDINATION

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

ARTICLE 4. UNION SECURITY

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

Section 2. The check-off of regular Union membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their union membership must notify Metro Government and Union expressly and individually, in writing by certified mail. The fair share fee shall be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to Metro Government and affected Members.

Section 3. The Union dues and fair share fees shall be deducted each payroll in an amount certified by the Union. All Union dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of the Union by the fifteenth (15^{th}) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify Metro Government of the cost of representation by the

Union and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

Section 6. The Union has developed a political organization known as Democratic, Republican, Independent Voter Education (D.R.I.V.E.). Metro Government will deduct such amount as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such deduction shall be made once per calendar year and that deduction shall be made during the second week of March. Such deduction shall be forwarded to the Union within thirty (30) days after the deduction is made. If a Member at any time contends that Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, Teamsters Local 783 will defend and protect Metro Government against expenses, repayment or losses, liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

Section 7. The Union has caused a federally chartered credit union to be organized. Metro Government will deduct such amount for credit union deductions as may be authorized in writing by any Member of the credit union. Such deductions shall be paid over to the credit union weekly or biweekly. An authorization to allow such deduction shall be delivered to Metro Government in advance of any regular deduction period. If a Member at any time contends that Metro Government acted wrongfully or illegally in making a deduction, the Union will defend and protect Metro Government against expenses, repayment or losses, liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

ARTICLE 5 UNION BUSINESS

Section 1. Contract Negotiations

Union may select Members to represent the unit in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The number of Members shall be by mutual agreement of the parties. The names of such representatives shall be submitted to the appropriate Directors.

Section 2. Union Access

(A.) **Bulletin boards.** Metro Government agrees to provide the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or information of interest to its Members. The Union further agrees that it will not post any material which would be derogatory to any individual, Metro Government, or departments 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 the Union. All notices of the Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the appropriate Director or designee.

In addition, Metro Government agrees the Union may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authored by a Union representative and copies of any material so electronically mailed shall likewise be furnished to the Directors prior to distribution.

(B) **Access to work locations.** With reasonable notice to the Department Directors or designee, a non-employee representative of the Union shall be allowed access to work locations not accessible to the general public.

Section 3. Notice of new hires.

Departments shall notify the Union within a reasonable period of any new or rehired Member added to the payroll in a position covered by this Agreement.

ARTICLE 6 STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate Stewards to handle such union business as may from time to time be delegated to them by the Union.

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

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

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

(i) have been reduced to writing, or;

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

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

Section 4. Metro Government agrees to grant the necessary and reasonable time off, up to five (5) consecutive work days per year, without discrimination or loss of seniority rights and with pay to one (1) chief Steward of the Union only to attend a labor convention or serve in any capacity or other official Union business.

Section 5. There shall be no discrimination or coercion against any Member because of duties as Steward.

Section 6. The Union shall notify the appropriate Director in writing when the Union changes a Steward.

ARTICLE 7. NO STRIKES OR LOCKOUTS; PICKET LINES

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

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

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hour period of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further mutually agreed that the President of the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized.

ARTICLE 8. SENIORITY AND LOSS THEREOF

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of Members shall begin with the most recent date of employment with their respective departments, provided however, all probationary Members must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with the respective department.

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

(a) Discharged for cause.
(b) Voluntarily resigns.
(c) Is laid off for lack of work and not recalled within two (2) years of such layoff.
(d) Fails to return to work within five (5) days after having been notified to do so after a layoff.

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

Section 3. A Member who transfers to a position in a different division covered by this Agreement shall retain his/her seniority from the division which he transferred out of for ten (10) days, then his accumulated seniority shall be placed in the division to which he has transferred, provided, only seniority within the specific division shall be considered in bids for jobs within such division. If the Member returns to his/her original division within the ten (10) days, the Member shall have no loss of seniority.

Section 4. A seniority list shall be maintained on a current basis and posted on the Union Bulletin board where it shall be available for inspection. Metro Government shall furnish a copy of the seniority list and each revision to the Union Stewards as requested.

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

ARTICLE 9. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of employees covered by this Agreement, the Union shall be notified as soon as practical.

Section 2. Seasonal, temporary, probationary and part-time employees within each division covered by this Agreement shall be laid off first.

Section 3. A Member whose job is being reduced shall take the place of the least senior employee in the same job classification within the Member's division only, (i.e. whichever is applicable), provided such Members retained are capable of doing the work remaining.

a. Should there be no junior Member in the same job classification, a displaced Member shall take the place of the least senior Member in the same wage classification, provided such Members retained are capable of doing the work remaining.
b. Should there be no junior Member in the same wage classification, a displaced Member shall take the place of the least senior Member in the next lowest wage classification, provided such Members retained are capable of doing the work remaining.
c. Should there be no junior Member in the next lowest wage classification, a displaced Member shall take the place of the least senior Member in the division.
d. It being understood that no Member may replace a Member more senior than themselves, and further understood that a Member who is

replacing the less senior Member must be capable of performing the work of the less senior Member with minimum supervision or training.

e. When Members are to be recalled, it shall be in the reverse order of job classification reduction or layoff, i.e., the first to be recalled shall be those last laid off or reduced within a division, provided such Members are capable of doing the work available provided, however, no more than two (2) years has elapsed since their layoff..

f. Any Member on layoff shall be given priority for rehire on any job in the division in which the Member was laid off for such job in which the Member meets minimum qualifications at the time of the offer of rehire. Unless accepted the offer of rehire terminates after five (5) days from the notice of rehire by Metro Government.

Section 4. Members laid off will retain and accumulate seniority rights during such layoff.

Section 5. Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

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

ARTICLE 10. PERSONNEL FILES

Section 1. All official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department.

Section 2. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of Kentucky.

Section 3. Any Member, any union representative, or attorney with a written authorization from a Member, shall have the right to inspect the Member's file upon presenting the written request to the Department of Human Resources, during reasonable hours of operation. The Member may have copies made of his/her personnel file at a cost reasonably related to the duplication and administrative expense relating to that request.

Section 4. A Member may submit a written documentary material for the Member's official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. However, any disciplinary action taken for minor infractions shall be progressive and will include:

(a) warning
(b) written reprimand
(c) suspension
(d) discharge

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

Section 3. No Member shall be disciplined, suspended or discharged because of race, color, creed, national origin, sex, age (between the ages of 40 and 70), political or religious affiliation or membership in any labor or lawful affiliated organization, or because of discriminating personal dislikes.

Section 4. A copy of the appropriate form applicable to each Member whose employment is terminated for any reason shall be furnished by Metro Government to the Union within a reasonable period following such termination.

Section 5. (a) When a Member is recommended for suspension because of progressive action, the Member shall remain on the payroll until a final decision of the Director to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure at the next level.

(b) A Member who is terminated for just cause shall be suspended immediately and may proceed at the Member's election with the grievance procedure.

(c) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director of Human Resources has been held. In this event the Member must file a grievance within five (5) working days of termination. Thereafter the Director or designee shall have seven (7) working days to hold a review of the termination unless agreed otherwise by mutual consent. The Union Steward and/or the bargaining agent shall be present at the review.

(d) The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within five (5) days. If the termination is affirmed, the Member shall be suspended without pay until the grievance has been finally determined.

Section 6. Metro Government shall not transfer a Member for any arbitrary, punitive or discriminatory reason.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Each Member of the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons

to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and proceeding with his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

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

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

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of write-ups and grievances.

Section 4.

(a) The grievance in the first instance shall be presented to the immediate supervisor by the Member within five (5) working days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action.

(b) If not satisfactorily adjusted at this level within five (5) working days, the Member or Union may reduce the matter to writing and refer it to the appropriate Director of the department, who shall act within five (5) working days.

(c) In the event that the decision of the Director is adverse to the grievance of the Member or Union, the Member or Union may request review by the Mayor or his designee and receive a decision within ten (10) working days.

(d) In the event that the decision of the Mayor/designee is adverse to the grievance of the Member or Union the Member or Union may request mediation/arbitration by the Louisville Labor Management Committee. The mediator/arbitrator shall have authority to meet with the grievant and authorized representatives of Metro Government and the Union and make procedural rules consistent with this Agreement. The mediator/arbitrator shall first make every reasonable effort to resolve the grievance as promptly as practical in a manner satisfactory to both parties. If unsuccessful, the mediator/ arbitrator shall hold a formal hearing and issue a written decision within a reasonable time, but no later than thirty (30) days after the date of hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth finding of fact and conclusion.

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

ARTICLE 13. CERTAIN BENEFITS

Section 1. Life Insurance

Metro Government will provide Members with a group life insurance plan that contains the following provisions:

a.) $50,000.00 payment upon death of the insured; and

b.) $50,000.00 accidental death and dismemberment insurance.

The life insurance program where permitted by law and subject to eligibility rules of 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 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 Metro Government plan.

Section 2. Vacation

Annual vacation leave with pay will be granted to all Members and vacation time will accrue in accordance with the following:

Full years of Service	Annual Accrual Rate
6 mo.	1 calendar week
6 mo - 1year	2 calendar weeks
1 year	2 calendar weeks + $1/5^{th}$ of calendar week
2 years	2 calendar weeks + $2/5^{th}$ of calendar week
3 years	2 calendar weeks + $3/5^{th}$ of calendar week
4 years	2 calendar weeks + $4/5^{th}$ of calendar week
5 years	3 calendar weeks
6 years	3 calendar weeks + $1/5^{th}$ of calendar week
7 years	3 calendar weeks + $2/5^{th}$ of calendar week
8 years	3 calendar weeks + $3/5^{th}$ of calendar week
9 years	3 calendar weeks + $4/5^{th}$ of calendar week
10 years	4 calendar weeks
11 years	4 calendar weeks + $1/5^{th}$ of calendar week
12 years	4 calendar weeks + $2/5^{th}$ of calendar week
13 years	4 calendar weeks +$3/5^{th}$ of calendar week
14 years	4 calendar weeks + $4/5^{th}$ of calendar week
15 years	5 calendar weeks

a) For the purpose of this section, all of a Member's service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of service. This credit shall accrue on a weekly or bi-weekly basis depending upon a Member's frequency of pay.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays, five (5) workdays for Members whose regular work week is five (5) days.

c) Permanent part-time Members shall earn vacation credit on a pro rata basis. In determining the rate of accrual, the estimated annual hours of the Member shall be divided by the standard annual hours for the job if it were full-time to determine the pro rata percentage of normal accrual.

d) Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the appropriate Director prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) The Directors must approve any accumulation of annual vacation leave beyond the year after that in which it is earned. Under no circumstances shall vacation accumulate to exceed 12 calendar weeks.

f) Upon separation from employment, a Member shall be paid for all accrued, unused vacation leave, not to exceed 320 hours. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation may not be re-employed by the departments in the same or another position until there has been a break in service at least equal to the number of work hours for which unused vacation leave was paid.

g) Vacation time shall be computed as time worked for the purpose of overtime.

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

Section 3. Holidays

a) 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

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

c) When any holiday falls on 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. A Member who is required to work on a holiday and the holiday is in addition to the standard workweek, shall receive overtime pay for working the holiday.

d) In order to receive holiday pay, the Member must not be absent without leave on the last scheduled workday preceding the holiday or the next scheduled workday following the holiday.

e) Holidays shall be counted as time worked for purposes of overtime.

Section 4. Retirement Plan

Members shall participate in the County Employees Retirement System (CERS) established by the Kentucky legislature in the same manner as other Metro Government employees.

Section 5. Unemployment Insurance

Metro Government shall provide Members with unemployment insurance under the Kentucky Unemployment Insurance Law pursuant to KRS 341.227.

Section 6. Jury Duty And Witness Leave

Any Member who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding arising out of any act of employment with Metro Government, shall be compensated at his regular rate of pay for all time lost as a result thereof. In both instances, however the Members upon their release by the Court shall return to the respective Member's job duties. It is 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. Time served on jury duty or as witness shall be computed as time worked.

Section 7. Military Leave

Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-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.

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

Section 8. Tuition Reimbursement

Metro Government agrees to extend Metro Government Tuition Reimbursement Plan to full-time Members in the same manner as other Metro Government employees.

Section 9. Equal Pay and Work On Higher Rated Jobs

(a.) In all matters of rates of pay, the principle of equal pay for equal work shall prevail.

(b.) In the event that a Member is directed by supervisory authority to work on a job with a higher rate of pay, then such Member shall receive the higher rate after the first hour of such assignment, and such higher rate shall be continued as long as the Member is so assigned, or the remainder of the work day, whichever is the longer period.

Section 10. Sick Leave

(a) Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall be computed as "time worked" for the purpose of overtime.

(b) Unused sick leave may be cumulative without any maximum.

(c) 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 serious illness in the Member's immediate family. The immediate family of the Member shall be regarded to include parents, wife, husband, children, brother, and sister of the Member or his spouse, grandchild, parental grandparents or other relative living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the appropriate Director.

(d) No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit, except as provided in paragraph (g) of this section.

(e) To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee before, if possible, or within one (1) hour after the time set for beginning work.

(f) If and whenever sick leave provisions may appear to be abused, i.e., sick leave abuse is defined as using such leave for other than those purposes as set forth at item (c) above, the Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including summary dismissal.

(g) 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 recommendation of the Director and with the approval of the Director of Human Resources. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave. It is understood and (Agreed) the Member must sign a promissory note with Metro Government agreeing to repay all borrowed time.

(h) ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment. A Member who on June 30 has a sick leave balance greater than 80 days will be eligible to sell each day in excess of 80 days up to a maximum of 10 days a year. For each two sick leave days sold, the Member will receive one day of pay. Each Member will be allowed to designate the number of days that the Member wishes to sell.

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

(j) ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit with the Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees.

Section 11. Funeral Leave

A Member shall be given up to three (3) regularly scheduled workdays off with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, or any other relative of the Member residing in the Member's household.

To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before, if possible, or at one (1) hour after the time set for beginning work. Time off authorized for funeral leave shall be computed as time worked. In no event shall a Member receive funeral leave beyond the day after the funeral. Upon request, proof of death shall be furnished.

Section 12. Health Insurance

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for a majority of Metro Government employees, the percentage contributions for Members shall decrease to the same level.

Section 13. 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.

Section 14. Pretax Premium And/Or Dependant Care Account

Metro Government will permit Members who qualify to participate in Metro Government Pretax Premium Plan and/or Dependent Care Account.

Section 15. Call Out Pay

All hours worked on a call out which occurs at a time outside of an Member's regularly scheduled hours of work shall be paid for at one and one half (1 1/2) times the Member's regular hourly rate (which shall include shift premium if any). However, if the call out occurs on a Sunday or Holiday, then all hours worked shall be paid for 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. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four hours minimum period. Overtime in conjunction with the normal shift, when scheduled in advance, or which extends the normal shift shall not be considered call-out.

Section 16. Personal Day

Full-time Members shall be eligible to receive one (1) paid personal day per year, which may not be used prior to the first day of the month of the Member's birthday. Use of the personal day during the Member's birth month shall be approved by the appropriate Director. Such approval shall not be unreasonably withheld. Time off under this section shall be computed as time worked.

Section 17. Defense and Indemnification

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

Section 18. Commercial Drivers License

Any Member required by federal 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 shall be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

Section 19. Vehicles and Equipment

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 immediate 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 hearing shall be held promptly.

ARTICLE 14. DEPARTMENTS AND DIVISIONS SPECIFIC PROVISIONS

The Departments and Divisions Specific Provisions are attached hereto as follows:

Addendum A.	Solid Waste Management Services Division
Addendum B.	Public Works/Streets and Roads Division, and the Subdivisions of Vacant Lots, Tow Lots and Signs
Addendum C.	Facilities Management Division
Addendum D.	Fleet Division
Addendum E.	The Parking Authority of River City Department

ARTICLE 15. MAINTENANCE OF STANDARDS

Metro Government agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 16. ERODING THE BARGAINING UNIT

Metro Government shall not subcontract for any work or services normally and historically performed by Members for the purpose of reducing or replacing the Members. Provided, however, in the aftermath of a declared FEMA emergency it shall not be a violation of this provision to subcontract for additional assistance to respond to the needs of its citizens.

ARTICLE 17. ENTIRE AGREEMENT

Section 1. Metro Government and Union shall not be bound by any requirement not specifically stated in this Agreement. Specifically, but not exclusively Metro Government and the Union are not bound by any past practices or understandings of Metro Government's predecessor governments. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however,

that both parties shall have the right to mutually agree to waive a provision by express written authorization from Metro Government representative and the representative of the Union.

ARTICLE 18. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through June 30, 2015. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 6/6/11

TEAMSTERS LOCAL UNION NO. 783

BY: _____
JAMES T. THOMASON,
BUSINESS REPRESENTATIVE

Date: 5-4-11

APPROVED AS TO FORM:

_____
Michael O'Connell, Jefferson County Attorney

ADDENDUM A SOLID WASTE MANAGEMENT SERVICES DIVISION

I. GENERAL PROVISIONS

A. PROBATIONARY EMPLOYEES

All newly hired or rehired employees shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall be for ninety (90) days and may be extended an additional ninety (90) days at the option of the Director. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge the employee, as it deems necessary. Such action shall not be subject to the grievance procedures as set forth in this contract, provided, however that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against employees.

B. JOB BIDDING

1. If a vacancy to be filled occurs, or a job is created in a position covered by this Agreement, notice for bid shall be posted within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

2. The position will be awarded to the Member within the subdivision who bids and has the most seniority record provided the Member is qualified. If no one within the subdivision is awarded the position, then the position will be awarded to the Member within SWMS who bids and has the most seniority record provided the Member is qualified. If no one within SWMS is awarded the position, then the position will be awarded to the Member under this Agreement who bids and has the most seniority record provided the Member is qualified. If no Member under this Agreement is awarded the position, then the position will be filled through recruitment by the Human Resources Department.

3. The successful bidder shall have thirty (30) calendar days in which to prove his ability to perform the work of such position. In the event such Member has not demonstrated his ability to perform the duties of the position, he shall be returned to his former position with no loss of seniority therein. If any successful bidder declines within five (5) workdays from the date Member starts the new position or does not pass the probationary period he or she will be returned to his or her former position with no loss of seniority, and the next bidder by seniority on the job posting shall be awarded the job. Should this occur, the method of selection for the position will be by descending seniority order with the next most senior and qualified Member in order from among those Members signing the original bid sheet.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish

minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

II. BULK WASTE SUBDIVISION includes the following units: Administration, Street Cleaning, Support Services, Project Pickup, Night Services and Recycling.

A. JOB PREFERENCE

Seniority preference will be granted to Members on work assignments when they are required to work outside the Members' regularly assigned work unit. It is understood by the parties that the least senior Member will be required to accept the assignment.

B. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) consecutive hours, if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall be Monday through Friday; except for the "Night Services Unit" the following workweeks apply:

a.	Project Pickup	Mon – Fri	7a.m. – 3 p.m.
b.	Complaint Crew	Mon – Fri	3 p.m. – 11 p.m.
c.	CBD/Complaints	Sun, Sat	9 a.m. – 5 p.m.
		Wed, Thur, Fri.	3 p.m. – 11 p.m.
d.	Street Cleaning		
	(Neighborhoods)	Mon – Fri	7 a.m. – 3 p.m.
	(CBD)	Sun – Thur	11 p.m.– 7 a.m.
e.	CBD Waste Collection	Mon – Fri	8 p.m. – 4 a.m.
f.	Recycling Staffed Centers	Tues.- Sat.	8 a.m. – 6 p.m.
g.	Recycling Operations	Mon.– Fri.	7 a.m. – 3 p.m.
		Tues – Fri	8 a.m.- 6 p.m.
		Tues – Fri	9 a.m. – 5 p.m.
h.	Administration	Mon – Fri	8 a.m. – 4 p.m.

2. Members shall be guaranteed forty (40) hours per week, if ready, willing, and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the eight (8) hours per day and forty (40) hours per week guaranteed by Metro Government.

3. Members shall be allowed to utilize two (2) fifteen minute breaks together to constitute a lunch break.

C. OVERTIME PAY

One and one half (1 1/2) times the regularly hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6^{th}) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours

worked for a seventh (7^{th}) day or on a Holiday. However, overtime premium pay shall not be pyramided.

D. DISTRIBUTION OF OVERTIME

1. Insofar as is practicable, overtime will be divided equally among Members within the unit and classification in which overtime is needed. In the event the overtime needs are satisfied without utilizing all Members in the unit and classification, the next overtime offered in that unit and classification will be to the Member next in seniority after the last Member awarded overtime. When all Members within the unit and classification have been offered overtime, the rotation will begin again with the highest seniority Member within the unit and classification.

2. When overtime is offered to Members, it shall first be by the order on the unit seniority list. If utilizing all Members in the unit and classification does not satisfy overtime needs, overtime shall next be offered by the order on the subdivision seniority list.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work.

4. All Members are required to have a working telephone number that shall be given to the Division by the Member. If the Division is unable to communicate with the Member by use of the telephone, then the Division shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

III. WASTE COLLECTION SUBDIVISION

A. BID ON COLLECTION ROUTES

Tippers will be allowed to bid on collection routes in the Waste Collection Subdivision. When a route has a tipper opening, the route will be bid subdivision-wide and the award will be made based on seniority. All Members not awarded a route by bid process will work in a pool that will be assigned daily by management. The assignment will be made by seniority.

B. WORK DAY AND WORK WEEK

1. The workday for each Member shall be a guarantee of eight (8) hours pay if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall be five (5) days and all Members shall be guaranteed forty (40) hours per week if ready, willing, and able to work. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to complete their entire collection route. As determined by supervisory authority, if the Members' collection route is completed prior to the expiration of the eight (8) hour shift, then the Members shall receive eight (8) hours pay.

2. There shall be established a Route Adjustment Committee composed of three (3) Members of the Waste Collection Subdivision and members of the Union, as selected by the Union, and three (3) appointees of the City. This Committee will meet as needed upon ten (10) days notice by either party.

3. If any change is needed in the manpower allotments during the term of this Agreement, the Director of Solid Waste will notify the Union and the parties will meet to negotiate any changes needed. Said negotiations will not in any way effect the right of Solid Waste to decrease manpower allotments. However, the principle of the incentive system will remain in effect.

C. OVERTIME PAY

One and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours actually worked in excess of completion of route or in excess of eight (8) hours in a day, whichever shall mean the most to the Member, or forty (40) hours in a week.

One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6^{th}) day. Two (2) times the regular hourly rate (which shall include shift premium if any), shall be paid for all hours worked for a seventh (7^{th}) day or on a Holiday. However, overtime premium pay shall not be pyramided.

D. DISTRIBUTION OF OVERTIME

1. For "call-in overtime" or overtime necessary outside of regular working hours, excluding that overtime required of a Member to complete the entire collection route pursuant to B. above, work should be offered to the Members based on seniority and classification. The offer of overtime should start at the top of the seniority list and proceed downward until personnel needs are satisfied. The next time overtime is needed, the offer of work will begin with the next Member on the seniority list.

2. Where overtime is needed to get routes out in the morning, overtime should be offered by seniority and classification to those people not working on a collection route at that time.

3. All Members are required to have a working telephone number that shall be given to Solid Waste. Solid Waste shall have the obligation for the purposes of overtime communication to call the telephone number given to Solid Waste by the Members. If Solid Waste is unable to communicate with the Member by use of the telephone, then Solid Waste shall have no obligation to offer overtime to the Member.

IV. COMPENSATION

1. For hourly pay rates and longevity see Addendum F.

2. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar ($1.00) per hour additional compensation when the Member has the "B" CDL.

   As of July 1, 2011, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Five Cents ($1.05) per hour additional compensation when the Member has the "A" CDL.

   As of July 1, 2012, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Ten Cents ($1.10) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2013, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents ($1.15) per hour additional compensation when the Member has the "A" CDL.

3. Any Equipment Operator I in the Tuesday through Saturday shift of the "Complaint Crew" of the Bulk Waste Subdivision will receive $0.25 per hour additional compensation.
4. Any Member assigned as a Trainer for the purpose of training new Members shall receive an additional $1.00 per hour for each hour when the Member is actually training a new Member.
5. The hazardous pay differential shall be one dollar ($1.00) per hour for Dead Animal (Refrigerator Truck) Driver and DAT Tipper.
6. Any Member classified as a Senior Equipment Operator assigned to operate the pay loader shall receive an additional $0.20 per hour for each hour actually operating the pay loader.
7. Members in the following classifications in Waste Collection shall receive seventeen ($.17) cents per hour for litter code enforcement support: Tipper, Packer Driver, Fully Automatic Truck Driver.

8. SHIFT PREMIUMS

Members working on a regular shift basis will receive a premium of Fifteen Cents ($.15) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 pm) and Twenty Cents ($.20) per hour for the third (3rd) shift (any shift starting between 8:00 pm and 4:00 am).

9. UNIFORMS

Metro Government shall provide all Members uniforms, personal protective equipment and boots; insulated overalls for use on duty; and rainwear and gloves to those Members who have historically been provided such items. The Member shall turn in any part of a uniform that has been damaged during work, including gloves, and Metro Government shall replace those items at its expense.

ADDENDUM B PUBLIC WORKS/STREETS AND ROADS DIVISION AND THE SUBDIVISIONS OF VACANT LOTS, TOW LOTS AND SIGNS

I. GENERAL PROVISIONS

A. PROBATIONARY MEMBERS

All newly hired or rehired employees shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall be for ninety (90) days and may be extended an additional ninety (90) days at the option of the Department Director. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said employee, as it deems necessary. Such action shall not be subject to the grievance procedures as set forth in this contract, provided, however that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against Members.

B. JOB BIDDING

1. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted at the Human Resources Department and within each Public Works facility within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

2. The position will be awarded to the Member within this Division of Public Works who bids and has the most seniority record provided the Member is qualified. If no one within this Division is awarded the position, then the position will be awarded to the Member in the Public Works Department who bids and has the most seniority record provided the Member is qualified. If no one within Public Works is awarded the position, then the position will be awarded to the Member under this Agreement who bids and has the most seniority record provided the Member is qualified. If no Member under this Agreement is awarded the position, then the position will be filled through recruitment by the Human Resources Department.

3. The successful bidder shall have thirty (30) calendar days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein. If any successful bidder declines or does not pass the probationary period, the next bidder by seniority on the job posting shall be awarded the job. Should this occur, the method of selection for the position will be by descending seniority order with the next most senior and qualified Member in order from among those Members signing the original bid sheet.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish

minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

C. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion. Provided, however, the current Members who were appointed to the permanent lead-person positions created in Street Maintenance and Signs and Markings under the previous contract shall continue in those positions until each leaves the division . The positions of permanent lead-persons, respectively, will then be eliminated.

A lead-person's duties shall be:

a. To relay supervisor's instructions as to the assignment of Members to the various jobs.

b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.

c. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

d. The lead-person is responsible for the completion and performance of the job assigned.

e. While acting as a lead-person, a Member shall be paid at the rate of Seventy Cents ($.70) per hour over the published rate of the job classifications to which they are normally assigned. In addition the Seventy Cents ($.70) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional $.70 per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

2. Supervisors shall not perform bargaining unit work except in cases of emergency.

D. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days. Shift start times/days will vary to allow for coverage from Sunday through Saturday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

2. Members in the Towing and Impound Division hired after July 1, 2007 shall work a guaranteed forty (40) hours per week, if ready, willing and able to work. The Members

recognize their obligation, unless excused by supervisory authority or by other provision of this Agreement, to work the eight (8) hours per day and the forty (40) hours per week guaranteed by Metro Government as described in the previous paragraph, D (1).

E. OVERTIME PAY

For Members on a 5-day or 6-day schedule, one and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6^{th}) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day or on a Holiday. Overtime premium pay shall not be pyramided.

For Members on a 4-day schedule, one and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5th) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a sixth (6th) day or on a Holiday. However, overtime premium pay shall not be pyramided.

F. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, overtime will be divided equally among Members within the unit and classification in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

2. All Members are required to have a working telephone number that shall be given to Public Works by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is busy, is an answering machine, or is out of order. In addition, Public Works shall provide Members with pagers. If Public Works is unable to communicate with sufficient number of Member by use of the telephone, then Public Works shall page the Members beginning with the Member highest in seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime assigned in that unit will be to the qualified Member with the next lowest seniority after the last Member that was required to work overtime. When all qualified Members within the unit have been required to work overtime, the rotation will begin again with the Member with the

lowest seniority within the unit. Provided, however, overtime may be considered mandatory for all Members during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Public Works has attempted one time to contact Members covered by this Addendum.

G. TEMPORARY EMPLOYEES

1. The parties agree that Works may hire temporary employees to perform work such as is normally performed by members of the bargaining unit, under the terms set forth hereinafter.

2. Temporary employees will be subject to Article 4 of the Master Agreement as though fully set forth herein.

3. The parties agree that the hourly rate of pay for temporary employees shall be $10.88 per hour, plus any annual wage rate increase negotiated under the Master Agreement.

4. The parties agree that temporary employees shall not be employed for more than six months in any twelve (12) month period.

5. Temporary employees have or accrue priority rights to fill vacant entry-level positions or any bid position not filled by a full-time Member within Works for which they qualify upon completion of six (6) months of employment. Temporary employees who have left Metro Government's employment will be contacted in the order of their hire date.

6. Temporary employees shall not be entitled to receive overtime work and will only be used to supplement Works crews already on overtime. Temporary employees will not be used to circumvent regular full-time Members in any way.

7. Temporary employees will not be entitled to receive health insurance or health coverage benefits.

8. The parties agree that temporary employees will not accrue or received the following benefits during the first ninety (90) days of employment and shall accrue or receive the following benefits only after their first ninety (90) days of employment, if they continue to work after those first ninety (90) days: sick leave benefits, vacation leave benefits, grievance rights, holiday pay.

9. Sick and vacation benefits accrued by temporary part-time employees, if any, after ninety (90) days of continuous employment as provided above shall be accrued on a pro-rata basis.

10. If any such temporary employee is subsequently hired as a full time permanent employee by Metro Government that employee shall be placed in the Range of the Classification as if the temporary employee has been a regular employee. Additionally, if the employee has performed as a temporary employee for at least ninety (90) days, such employee will not have a probationary period as is required by this Agreement.

11. There shall never be more than sixteen (16) temporary employees utilized at any one time by Works.

H. ACCIDENT REVIEW COMMITTEE

Metro Public Works Management and Teamsters Local 783 agree to put in place an accident review committee for the Operation Division that will consist of four (4) Public Work's management positions, four (4) Union positions, and the tie breaker position which will be the department's Safety Supervisor. The committee appointments shall be picked and approved by the department Director and Teamsters Secretary. It is agreed that this committee should be in place and commence working on language for the Safety Committee rules and guidelines within thirty (30) days of this contract's signing date. The committee will be tasked with development of rules and guidelines to be submitted to both the department Director and Teamsters Secretary for approval and adoption within sixty (60) days of the contract's signing. The Safety Committee should be operational and begin hearings within ninety (90) days of the contract's signing.

This committee will meet once a month and schedule all employee safety related accidents or incidents for a hearing, review and final action. It is agreed by both management and the Union that all safety related accidents/incidents shall be documented and properly investigated by management then submitted utilizing the five (5) days limit to the Safety Committee. However, once properly submitted, the Safety Committee shall conduct a hearing, review and final action as quickly as possible, but no more than sixty (60) days from the date of the last committee meeting for individual incidents. It is agreed that for this process to work effectively, the Safety Committee's findings and rulings will stand and be considered final. These rulings will not be subject to grievances, arbitrations or mediations by this agreement.

Purpose

A. To establish a fair and impartial review system for all vehicular and non-vehicular accidents involving Metro Louisville Public Works Operational Division employees/citizens, which result in injuries, illnesses and/or property damage. The primary objective shall be to improve the overall safety of Public Works' operations.
B. To establish the cause for each reviewed accident, and determine whether preventable or non-preventable.
C. To establish uniformity of discipline and make a disciplinary ruling for each case, if any.
D. To make recommendations for procedural corrective action to division heads and the department Director.

The Safety Division Supervisor shall be the chairperson of the Review Committee. The Accident Review Committee shall review all vehicular and non-vehicular accident reports of Metro Public Works Operations Division where property damage, personal injury or death occurs. In addition, the Safety Division Supervisor will provide a summary report of what is deemed a minor accident that did not require medical treatment (beyond basic first aid), lost time, or property repair at less than Five Hundred Dollars ($500.00) per occurrence.

Accident Facts Presented to the Committee

A. Employees' report of the accident.
B. Law Enforcement's investigation reports.
C. Department investigation facts.
D. Statement of witnesses.

E. Diagrams, photographs, and any other available evidence.
F. Employees' past Metro Government accident history.

Definition of Vehicle/Equipment Accident: A vehicle/equipment accident is defined as "any occurrence or allegation in which a Metro Government-owned vehicle/equipment, or a personal vehicle being used on Metro Government business, is involved in a situation which results in death, personal injury or property damage, regardless of who was injured, what property was damaged or to what extent, where it occurred, or who was responsible".
Definition of Non-Vehicular/Equipment Accident: A non-vehicular/equipment accident is defined as "any occurrence or allegation of personal injury or property damage to or by a Metro Government Public Works employee or private citizen resulting in medical treatment, lost time, or property repair (e.g., slips and falls, cuts, abrasions, machinery accidents, puncture type wounds".

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum F.

2. Members working on a regular shift basis will receive a premium of Fifteen Cents ($.15) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 p.m. and Twenty Cents ($.20) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar ($1.00) per hour additional compensation when the Member has the "B" CDL.

As of July 1, 2011, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Five Cents ($1.05) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2012, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Ten Cents ($1.10) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2013, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents ($1.15) per hour additional compensation when the Member has the "A" CDL.

4. Any Member operating the Herbicide Sprayer will receive One Dollar ($1.00) per hour increase while operating it.

5. Metro Government shall provide all Members with uniforms and such items appropriate for the work being performed, including personal protection equipment. The Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the

appropriate uniform for the Members, provided, however, Members in the classifications of Storage Equipment Operator and Tow-in Equipment Operator shall continue to wear LMPD insignia on their uniforms and vehicles.

ADDENDUM C FACILITIES MANAGMENT DIVISION

I. GENERAL PROVISIONS

A. PROBATIONARY EMPLOYEES

All newly hired employees and former employees rehired shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall be ninety (90) days and may be extended an additional ninety (90) days at the option of the Director. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said Member as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this contract, provided, however, that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against Members.

B. JOB BIDDING

1. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

2. The position will be awarded to the Member within Facilities who bids and has the most seniority record provided that Member is qualified for the job. If no one within Facilities is awarded the position, then the position will be awarded to the Member under this Agreement who bids and has the most seniority record provided the Member is qualified. If no Member under this Agreement is awarded the position, then the position will be filled through recruitment by the Human Resources Department.

3. The successful bidder shall have thirty (30) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein. If any successful bidder declines within five (5) workdays or does not pass the probationary period, the next bidder by seniority on the job posting shall be awarded the job. Should this occur, the method of section for the position will be by descending seniority order with the next most senior and qualified Member in order from among those Members signing the original bid sheet.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro

Government; and (7) to encourage employees to become career employees of Metro Government.

C. WORK ASSIGNMENTS

1. A Member shall be assigned to a work location based upon the needs of the division by seniority, provided the Member is qualified to perform the work.

2. Members in the custodian positions are required to: "change" all types of light bulbs by use of a six-foot ladder or less; run the buffer; and clean the steps and sidewalks of the facility to which they are assigned.

3. Any Member performing work in the classification of painter will as part of the regular duties of the job lift and/or move furniture or other objects of reasonable weights (i.e.. those not sufficient to cause injury) necessary to perform the assigned job.

4. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion.

A lead-person's duties shall be:

a.. To relay supervisor's instructions as to the assignment of Members to the various jobs.

b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.

c. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

d. The lead-person is responsible for the completion and performance of the job assigned.

e. While acting as a lead-person, a Member shall be paid at the rate of Seventy Cents ($.70) per hour over the published rate of the job classifications to which they are normally assigned. In addition the Seventy Cents ($.70) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional Seventy Cents ($.70) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

5. Supervisors shall not perform bargaining unit work, except in cases of emergency, as deemed by the Director.

D. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) hours if ready, willing, and able to work. Members shall have a regular starting and quitting time. The workweek shall consist of five (5) consecutive days Monday through Friday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the eight (8) hours per day and forty (40) hours per week guaranteed by Metro Government.

2. Members shall be allowed a half-hour paid lunch break and, with the Director's approval, may be allowed to utilize two (2) paid fifteen minute breaks together to constitute an hour lunch break. Provided, however, if the Member leaves the work site for the lunch period, travel from and back to the work site must be within the hour lunch break.

E. OVERTIME PAY

One and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day or on a Holiday. However, overtime premium pay shall not be pyramided.

F. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, overtime will be divided equally among Members within the unit in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

2. All Members are required to have a working telephone number that shall be given to Facilities by the Member. If Facilities is unable to communicate with the Member by use of the telephone, then Facilities shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work.

G. TEMPORARY EMPLOYEES

1. The parties agree that Facilities may hire temporary employees to perform work such as is normally performed by members of the bargaining unit, under the terms set forth hereinafter.

2. Temporary employees will be subject to Article 4 of the Master Agreement as though fully set forth herein.

3. The parties agree that the hourly rate of pay for temporary employees shall be $10.88 per hour, plus any annual wage rate increase negotiated under the Master Agreement.

4. The parties agree that temporary employees shall not be employed for more than six months in any twelve (12) month period.

5. Temporary employees have or accrue priority rights to fill vacant entry-level positions or any bid position not filled by a full-time Member within Facilities for which they

qualify upon completion of six months of employment. Temporary employees who have left Metro Government's employment will be contacted in the order of their hire date.

6. Temporary employees shall not be entitled to receive overtime work and will only be used to supplement Facilities crews already on overtime. Temporary employees will not be used to circumvent regular full-time Members in any way.

7. Temporary employees will not be entitled to receive health insurance or health coverage benefits.

8. The parties agree that temporary employees will not accrue or received the following benefits during the first ninety (90) days of employment and shall accrue or receive the following benefits only after their first ninety (90) days of employment, if they continue to work after those first ninety (90) days: sick leave benefits, vacation leave benefits, grievance rights, holiday pay.

9. Sick and vacation benefits accrued by temporary employees after ninety (90) days of continuous employment as provided above shall be accrued on a pro-rata basis for temporary employees.

10. If any such temporary employee is subsequently hired as a full time permanent employee by Metro Government that employee shall be placed in the Range of the Classification as if the temporary employee had been a regular employee. Additionally, if the employee has performed as a temporary employee for at least ninety (90) days, such employee will not have a probationary period as is required by this Agreement.

11. There shall never be more than four (4) temporary Employees utilized at any one time.

H. FOREMEN

Foremen may not perform any other work traditionally belonging to the bargaining unit except by agreement of the parties. This section shall not apply to "working lead person" or to the historic use of: 1) "work release" individuals from Court appointed programs or 2) "citizen volunteers," all of whom have been and are utilized in conjunction with the Operation Brightside project(s).

"Work release" individual(s) shall not be utilized when any of the regular Members are performing work on "overtime" (i.e. receiving overtime pay). Furthermore, "citizen volunteers" who have performed the same or similar functions, but primarily during evening or weekend hours, will be limited to performing the type of work they have historically and customarily performed for Operation Brightside.

Nothing in this Agreement shall limit Metro Government's right to change, modify or terminate currently existing Bright sites and/or Community Gardens or to initiate new Bright sites or Community Gardens whenever and wherever it solely determines.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum F.

2. Members working on a regular shift basis will receive a premium of Fifteen Cents ($.15) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 pm) and Twenty Cents ($.20) per hour for the third (3rd) shift (any shift starting between 8:00 pm and 4:00 am).

3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar ($1.00) per hour additional compensation when the Member has the "B" CDL.

As of July 1, 2011, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Five Cents ($1.05) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2012, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Ten Cents ($1.10) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2013, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents ($1.15) per hour additional compensation when the Member has the "A" CDL.

4. Any Member operating the Herbicide Sprayer will receive One Dollar ($1.00) per hour increase while operating it.

5. Metro Government shall provide all Members with uniforms and such items appropriate for the work being performed, such as, boots, insulated overalls, rainwear, gloves and personal protection equipment. In order to receive new uniforms and tools, the Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members. It is Metro Government's intent to supply Security Guards with a uniform consisting of dress pants, blazer, shirt and tie.

6. In the case of the reclassification of the Teamsters Custodians to Teamsters Laborers:

I. Compensation under this Reclassification Plan.

On July 1, 2011, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from Teamsters Custodian to Teamsters Laborer and new employees shall receive an hourly rate adjustment of thirty-three (33%) percent of the hourly rate difference between the hourly rate of Step 3 of the Teamsters job classification of Laborer and what the employees transferring from Teamsters Custodian and new employees are receiving at that time. If there is no difference between rates at that time, the employees transferring from Custodian to Laborer and new employees shall continue to receive the hourly rate they are receiving at that time.

On July 1, 2012, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from Teamsters Custodian to Teamsters Laborer and new employees shall receive an hourly rate adjustment of fifty (50%) percent of the hourly

rate difference between the hourly rate of Step 3 of the Teamsters job classification of Laborer and what the employees transferring from Teamsters Custodian to Teamsters Laborer and new employees are receiving at that time. If there is no difference between rates at that time, the employees transferring from Cusatodian to Laborers and new employees shall continue to receive the hourly rate they are receiving at that time.

On July 1, 2013, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from Teamsters Custodian to Teamsters Laborer and new employees (who have been employed at least 6 months) shall receive the hourly rate at Step 3 of the Teamsters job classification of Laborer. If the employees transferring from Custodian to Laborer are receiving an hourly rate above Step 3 they shall continue to receive the hourly rate they are receiving at that time.

As of July 1, 2014, the compensation contained in Addendum F, shall apply to all Members under this Agreement, except for "Red Circled Members." "Red Circled Members" are Members whose rate of pay exceeds the amount in Step 3 for their classification. Red Circled Members shall continue to receive the hourly rate they are receiving at that time but will receive no wage progression until their pay no longer exceeds the amount in Step 3.

ADDENDUM D FLEET DIVISION

I. GENERAL PROVISIONS

A. PROBATIONARY EMPLOYEES

All newly hired employees (and former employees rehired) shall be considered probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall extend for ninety (90) days. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said Member as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this contract, provided, however, that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against Members.

B. JOB BIDDING

1. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement in this Division, notice for bid shall be posted within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

2. The position will be awarded to the Member within this Fleet Division of Public Works who bids and has the most seniority record provided the Member is qualified. If no one within this Division is awarded the position, then the position will be awarded to the Member in the Public Works Department who bids and has the most seniority record provided the Member is qualified. If no one within Public Works is awarded the position, then the position will be awarded to the Member under this Agreement who bids and has the most seniority record provided the Member is qualified. If no Member under this Agreement is awarded the position, then the position will be filled through recruitment by the Human Resources Department.

3. The successful bidder shall have thirty (30) days in which to prove his ability to perform the work of such position. In the event such Member has not demonstrated his ability to perform the duties of the position, he shall be returned to his former position with no loss of seniority therein. If any successful bidder declines or does not pass the probationary period, the next bidder by seniority on the job posting shall be awarded the job. Should this occur, the method of selection for the position will be by descending seniority order with the next most senior and qualified Member in order from among those Members signing the original bid sheet.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

5. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro

Government; and (7) to encourage employees to become career employees of Metro Government.

C. WORK ASSIGNMENTS

The parties agree that Metro Government shall notify the Union prior to any relocation of Metro Government fleet facilities that affects the work being performed by the Members.

D. WORKDAY AND WORKWEEK

The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days Monday through Friday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

E. OVERTIME PAY

For Members on a 5-day schedule, one and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6^{th}) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7^{th}) day or on a Holiday. However, overtime premium pay shall not be pyramided.

For Members on a 4-day schedule, one and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5^{th}) day. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a sixth (6^{th}) day or on a Holiday. However, overtime premium pay shall not be pyramided.

F. DISTRIBUTION OF OVERTIME:

1. Insofar as practicable, overtime will be divided equally among Members within the unit in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. Provided, however, if a Member is off on any approved leave, he will not be eligible for overtime until 12:01 am of the next day. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

2. All Members are required to have a working telephone number that shall be given to Fleet by the Member. If Fleet is unable to communicate with the Member by use of the

telephone, then Fleet shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime assigned in that unit will be to the qualified Member with the next lowest seniority after the last Member that was required to work overtime. When all qualified Members within the unit have been required to work overtime, the rotation will begin again with the Member with the lowest seniority within the unit.

II. COMPENSATION

1. For base hourly pay rates and longevity see Addendum F.

2. Shift Differential

Members working on a regular shift basis will receive a premium of Fifteen Cents ($.15) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 pm) and Twenty Cents ($.20) per hour for the third (3rd) shift (any shift starting between 8:00 pm and 4:00 am).

3. Commercial Drivers' License

Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar ($1.00) per hour additional compensation when the Member has the "B" CDL.

As of July 1, 2011, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Five Cents ($1.05) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2012, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Ten Cents ($1.10) per hour additional compensation when the Member has the "A" CDL.

As of July 1, 2013, any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents ($1.15) per hour additional compensation when the Member has the "A" CDL.

4. Uniforms, Required Clothing and Tools

a. Metro Government shall pay to all Mechanics a tool allowance of Three Hundred Dollars ($300.00) per year for the maintenance and replacement of normal and required mechanic tools. Metro Government will continue the practice of providing the Members with

specialty tools on an as needed basis. This allowance will be paid annually with the payroll check for the first pay period in January.

b. Metro Government will provide Members with work boots and coveralls appropriate for the work being performed. In order to receive new uniform apparel, a Member shall turn in the damaged uniform item. There will not be more than one (1) pair of work boots or coveralls provided in a calendar year. Metro Government will determine the appropriate uniform for the Members.

5. Incentive Pay

a. *"ASE" Rating Plus Training Component* - When a Member receives an "ASE" rating and has completed satisfactorily Metro Government's training component that Member shall as of the next regular pay period, begin to receive the incremental increase. The Member must also maintain the "ASE" rating and provide documentation to Metro Government when requested in order to receive the incremental increase. If the Member has not maintained an active "ASE" status the increase will be adjusted. The increase is based on a per hour basis as follows:

Level A- Completion of Steps 1 and 2 ASE testing plus Metro Government training component $.25 per hour.

Level B- Completion of Steps 3 and 4 ASE testing plus Metro Government training component $.25 per hour.

Level C- Completion of Steps 5 and 6 ASE testing plus Metro Government training component $.25 per hour.

Level D- Completion of Steps 7 and 8 ASE testing plus Metro Government training component $.25 per hour.

b. *Metal Fabrication* On an as needed basis as determined by the management of Fleet, any Mechanic performing "metal fabrication" shall receive One Dollar ($1.00) per hour upgrade while performing such work. Metal Fabrication for the purposes of this section does not include installation of factory created parts or the repair of a vehicle, truck, or sweeper; but does include the construction of metal which modifies a factory created part.

ADDENDUM E PARKING AUTHORITY OF RIVER CITY DEPARTMENT

I. GENERAL PROVISIONS

A. PROBATIONARY EMPLOYEES

All newly hired employees (and former employees rehired) shall be considered probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period shall extend for ninety (90) days. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said Member, as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedures as set forth in this contract, provided, however, that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against Members.

B. JOB BIDDING

1. Job bidding within PARC shall be restricted to the employees of PARC. A Member who bids into a position in a different department of Metro Government shall retain a right to the former position with PARC for ten (10) workdays.

2. If a vacancy to be filled occurs or a job is created in a position covered by this Agreement, notice for bid shall be posted within forty-eight (48) hours at PARC's main office. Such notice shall remain posted for seventy-two (72) hours, excluding Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily.

3. The position will be awarded to the Member who bids and has the most seniority record provided that Member is qualified for the job. The successful bidder shall have ten (10) days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated the ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority therein. If any successful bidder declines or does not pass the probationary period, the next bidder by seniority on the job posting shall be awarded the job. Should this occur, the method of selection for the position will be by descending seniority order with the next most senior and qualified Member in order from among those Members signing the original bid sheet.

4. In each instance in which job bidding occurs, Metro Government shall furnish to the Union and to the appropriate Union Steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

C. WORK ASSIGNMENTS

1. Members can be assigned to work at any location. Any past practice as to location of work shall no longer apply.

2. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion.

A lead-person's duties shall be:

a. To relay supervisor's instructions as to the assignment of Members to the various jobs.

b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.

c. The lead-person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations.

d. The lead-person is responsible for the completion and performance of the job assigned.

e. While acting as a lead-person, a Member shall be paid at the rate of Seventy Cents ($.70) per hour over the published rate of the job classifications to which they are normally assigned. In addition the Seventy Cents ($.70) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional Seventy Cents ($.70) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

D. WORKDAY AND WORKWEEK

The workday shall consist of a guarantee of eight (8) hours if ready, willing, and able to work. Members shall have a regular starting time between 6:00 AM and 6:00 PM. The workweek shall consist of five (5) consecutive days and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government.

Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks taken together to constitute a lunch hour .

E. OVERTIME PAY

One and one half (1 1/2) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of the Member's regularly scheduled workday or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on Saturday. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked on Sunday or a Holiday. However, overtime premium pay shall not be pyramided.

F. DISTRIBUTION OF OVERTIME:

1. Insofar as practicable, overtime will be divided equally among Members within the unit in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

2. All Members are required to have a working telephone number that shall be given to PARC by the Member. If PARC is unable to communicate with the Member by use of the telephone, then PARC shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one

time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager. Members may be contacted through their PARC assigned two-way radios for call ins.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work.

II. COMPENSATION

1. The hourly rates shown in the following schedule are the hourly rates in effect as of June 30, 2009.

JOBCODE	DESCR	6/30/2009
086390	Parking Enforcement Officer	12.99
078930	Parking Meter Attendant	16.00
078970	Parking Meter Data Collector	11.37

2. The base hourly rate above for Members for Fiscal Year beginning July 1, 2009 and ending on June 30, 2010, 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 as "actual" computed within ninety (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.

3. On July 1, 2010, the hourly base pay rates on wage schedule above shall be increased by the greater of the following:

a. by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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

b. 2%, or

c. the percentage increase on base pay (as that term is described in Addendum F.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2010, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

On July 1, 2011, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a. by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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
b. 2%, or
c. the percentage increase on base pay (as that term is described in Addendum F.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2011, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

On July 1, 2012, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a. by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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
b. 2%, or
c. the percentage increase on base pay (as that term is described in Addendum F.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2012, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

On July 1, 2013, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a. by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed

within ninety (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

b. 2%, or

c. the percentage increase on base pay (as that term is described in Addendum F.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2013, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

On July 1, 2014, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a. by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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

b. 2%, or

c. the percentage increase on base pay (as that term is described in Addendum F.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2014, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

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.

4. Shift Differential

Members working on a regular shift basis will receive a premium of Fifteen Cents ($.15) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 pm) and Twenty Cents ($.20) per hour for the third (3rd) shift (any shift starting between 8:00 pm and 4:00 am).

5. Longevity

Each Member shall receive annual longevity pay in the following amounts:

Years of Continuous Service	Annual Longevity Pay
Less than three (3)	-0-
After three (3), but less than five (5)	$441.30
After five (5), but less than ten (10)	$516.30
After ten (10) but less than fifteen (15)	$566.30
After fifteen (15)	$616.30

Longevity pay shall be calculated as of December 1 of each year, and paid on December 1 or within seven (7) days of December 1, of each year.

6. Uniforms and Required Clothing

All Members required to wear uniforms and/or safety equipment shall be furnished, at Metro Government's expense, all such required uniforms and/or safety equipment, including appropriate work shoes.

ADDENDUM F. COMPENSATION AND LONGEVITY

1. Except as provided otherwise in Addendum G, based upon the Member's length of service with Metro Government or its predecessor governments, a Member shall receive pay for the classification in which the Member is regularly employed according to the following schedule:

a. less than three (3) months Step 1
b. more than three (3) but less than six (6) months Step 2
c. more than six (6) months Step 3

2. The hourly rates shown in the following schedule are the hourly rates in effective as of June 30, 2009.

JOB CODE	DESCR	Step 1	Step 2	Step 3
076720	Bobcat Operator -CDL	17.66	18.45	19.35
064360	Boiler & Cooling Sys. Op.-TM	12.79	13.31	13.83
076780	Bucket Operator-BW-CLD	17.79	18.65	19.54
063640	Carpenter-TM	18.08	18.90	19.81
076420	Equipment Operator-TM	14.86	15.47	15.90
062240	Facility Repair Worker	18.08	18.85	19.64
076750	Front End Load Operator-CDL	16.96	17.19	17.72
076630	Fully Automatic Truck Driver-CDL	20.41	20.41	20.41
076810	Knuckle Boom Oper- BW-CDL	17.66	18.45	19.35
077510	Laborer-CDL	12.79	13.31	13.83
077540	Laborer-TM	12.79	13.31	13.83
062210	Maintenance Electrician-TM	20.79	21.66	22.57
062630	Maintenance Worker-TM	16.13	16.86	17.67
079990	Mechanic I Greaser	14.50	14.99	15.54
079960	Mechanic I Truck Tire	15.19	15.64	16.23
079880	Mechanic III Automotive	17.70	18.50	19.37
079870	Mechanic III Heavy Equipment	17.82	18.65	19.55
077240	Night Liner Asst Mech/Opr	13.49	14.28	15.01
076900	Packer Driver-BW-CDL	15.33	15.61	16.17
076870	Packer Driver-WC –CDL	15.81	16.09	16.64
077360	Packer Laborer-BW	12.79	13.31	13.83
077330	Packer Laborer-BW-CDL	12.79	13.31	13.83
077300	Packer Washout Laborer	14.42	15.20	15.99
063750	Painter	18.08	18.90	19.81
076690	Pick Up Truck Operator	13.02	13.63	14.17
077540	Recycling Center Specialist	12.79	13.31	13.83
076840	Roll-Off Operator-BW-CDL	18.45	19.35	19.83
044780	Sanitation Tipper	14.14	14.73	15.27
044810	Sanitation Tipper-CDL	15.81	16.09	16.64
085150	Security Guard	12.70	13.08	13.63

076660	Semi Tractor Operator -CDL	17.66	18.45	19.35
076450	Senior Equipment Operator-TM	19.35	19.83	20.41
078660	Sign Erector-Paint Machine Operator I	13.49	14.28	15.01
078630	Sign Erector-Paint Machine Operator II	15.69	16.38	17.06
078390	Sign Technician-TM	15.69	16.38	17.06
076300	Storage Equipment Operator	15.53	16.14	16.58
019990	Storekeeper-TM	13.67	14.06	14.52
076540	Sweeper/Vac All Oper-CDL	17.66	18.45	19.35
076270	Tow-In Equipment Operator	16.64	17.26	17.69
076600	Tractor Driver	14.06	14.51	15.02
076570	Truck Driver	13.94	14.37	14.95
076930	Woodchipper Driver-BW-CDL	15.64	16.22	16.65
076960	Woodchipper Operator	13.67	14.06	14.51
076510	Wrecker Operator	15.46	15.95	16.49

3. Except as provided otherwise in Addendum G, the base hourly rate above for Members for Fiscal Year beginning July 1, 2009 and ending on June 30, 2010, 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 as "actual" computed within ninety (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.

4. Except as provided otherwise in Addendum G, on July 1, 2010, the hourly base pay rates on wage schedule above shall be increased by the greater of the following:

a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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

b) 2%, or

c) the percentage increase on base pay (as that term is described below) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2010, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

Except as provided otherwise in Addendum G, on July 1, 2011, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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
b) 2%, or
c) the percentage increase on base pay (as that term is described below) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2011, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

Except as provided otherwise in Addendum G, on July 1, 2012, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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
b) 2%, or
c) the percentage increase on base pay (as that term is described below) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2012, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

Except as provided otherwise in Addendum G, on July 1, 2013, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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

b) 2%, or
c) the percentage increase on base pay (as that term is described below) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2013, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

Except as provided otherwise in Addendum G, on July 1, 2014, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (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
b) 2%, or
c) the percentage increase on base pay (as that term is described below) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not granted to employees in the other bargaining unit to be effective on July 1, 2014, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

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.

5. Louisville Metro Bargaining Units – Base Pay Terminology

1. AFSCME – Library - "base hourly rate" (Article 13, Section 3) (2009)
2. AFSCME – Metro Technology - "hourly rate of pay" or "pay" (Article 15, Section 5) (2013)
3. AFSCME – Zoo – "base pay hourly rate" (Article 12, Section 2) (2013)
4. AFSCME Master - "hourly rates" or "salary" or "rate of pay" or "pay" (Article 24, Section 4) (2012)
5. AFSCME Parks Recreation and Maintenance - "base pay hourly rate" (Article 14, Section 2) (2013)

6. Carpenters - IPL Code Enforcement & Support – "base hourly rate" (Article 18, Section 1) (2010)
7. Crossing Guard Association – LMPD – "hourly rate" (Article 6) (2013)
8. Firemen & Oilers –SWMS Waste Reduction – "hourly pay rate schedule" (Article 14, Section 2) (2011)
9. FOP – LMPD Captains and Lieutenants – "base hourly rate of pay" (Article 34, Section 2) 2011)
10. FOP – LMPD Sworn Officers and Sergeants - base hourly rate of pay" (Article 24, Section 2) (2011)
11. FOP –Corrections Lieutenants and Captains - "base hourly pay rate" (Article 23) (2010)
12. FOP –Corrections Officers and Sergeants – "base hourly pay rate" (Article 22) (2010)
13. IAFF - Fire Department – Majors – "annual salary pay rates" (Article 19, Section 2) (2011)
14. IAFF – Fire Department – Suppression – ""hourly base pay rates" (Article 20, Section 1, B. & C.) (2013)
15. IBEW – MetroSafe - Radio Techs – "base hourly pay rate" (Article 15, Section 3) (2012)
16. IBEW – Works Electrical Workers – "base hourly rate" (Article 14, Section 4) (2011)
17. Teamsters – Civilian Police – "base hourly rate" (Article 16, Section 1 C.) (2010)
18. Teamsters - EMS – "salary schedule" or "pay grade" (Article 22, Sections 1, b. and 2, b.) (2010)
19. Teamsters - Master Agreement (Including Waterfront) – "base hourly rate" (Addenda A-E, See Compensation sections) (2009)
20. Teamsters – MetroSafe –"base hourly rate" (Article 16, Section 1) (2010)
21. Teamsters – Non-sworn Corrections - "pay" (Article 20, Section 2) (2013)
22. Teamsters - Revenue Commission – "salary schedule" (Article18, Section 4) (2009)

6. LONGEVITY

Members shall receive annual longevity pay in the following amounts, this schedule was in effect on June 30, 2009 and shall remain in effect during the term of this Agreement:

Years of Continuous Service	Annual Longevity Pay
Less than three (3)	-0-
After three (3), but less than five (5)	$441.30
After five (5) but less than ten (10)	$516.30
After ten (10) but less than fifteen (15)	$566.30
After fifteen (15)	$616.30

Longevity pay shall be calculated as of December 1 of each year, and paid on December 1 or within seven (7) days of December 1, of each year.

ADDENDUM G. TRANSITION PERIOD UNDER THIS AGREEMENT

The parties agree that the following terms and conditions shall govern the accretion of former AFSCME employees into this Teamsters Master Agreement and the compensation of new employees during the term of this Agreement.

II. Compensation

The employees transferring from AFSCME to Teamsters shall continue to receive the hourly rate of pay they were receiving on December 1, 2010.

New employees shall receive the hourly rate of pay on Step 1 of the applicable pay scale in Addendum F. There shall be no change in the hourly rate of pay for the employees transferring from AFSCME to Teamsters or new employees except as provided in this Addendum G.

III. Longevity

The employees transferring from AFSCME to Teamsters who did not receive a longevity payment for December, 2010 under the AFSCME contract shall receive a longevity payment under the Teamsters contract if applicable. Said longevity payment shall be made when reasonably practical but no later than ninety (90) days after signature of the parties. Provided, however, any restrictions placed on the Teamsters longevity shall also apply to these employees. Hereinafter, the longevity for all employees transferring from AFSCME to Teamsters and new employees shall be governed by the Teamsters Master Agreement.

IV. Other Benefits

a. CDL

Effective December 2, 2010, the employees transferring from AFSCME to Teamsters required to have a CDL will receive One Dollar ($1.00) per hour compensation when the Member has the CDL.

b. Special Pay and Paid Lunch

Effective December 2, 2010, the employees transferring from AFSCME to Teamsters shall receive such "special pay" benefits in the Teamsters Master Agreement that are applicable, including the half hour paid lunch.

c. Tool Allowance

The employees transferring from AFSCME to Teamsters who received a $150.00 tool allowance in July, 2010 under their prior contract shall receive only $150.00 tool allowance in April, 2011. Thereinafter, the same tool allowance given to Teamsters under Addendum D. shall apply.

d. Personal Day

The employees transferring from AFSCME to Teamsters who have taken a personal day this fiscal year under their prior contract shall not be entitled to a personal day under this Agreement until the fiscal year beginning July 1, 2011.

V. Job Title Reclassifications

A. (i) Effective July 1, 2011, the employees transferring from AFSCME to Teamsters shall be reclassified into the Teamsters position as indicated on the chart below.

JOB CODE	DESCR	Step 1	Step 2	Step 3
	HVAC Mechanic-TM	15.46	16.31	17.16

(ii) Effective July 1, 2012, the employees transferring from AFSCME to Teamsters shall be reclassified into the Teamsters position as indicated on the chart below.

JOB CODE	DESCR	Step 1	Step 2	Step 3
	HVAC Mechanic-TM	17.37	18.22	19.07

(iii) Effective July 1, 2013, the employees transferring from AFSCME to Teamsters shall be reclassified into the Teamsters position as indicated on the chart below.

JOB CODE	DESCR	Step 1	Step 2	Step 3
	HVAC Mechanic-TM	19.28	20.13	20.98

Effective July 1, 2014, the HVAC Mechanic – TM job classification will be added to Addendum F.

B. Effective July 1, 2011, the employees transferring from AFSCME to Teamsters shall be reclassified into the Teamsters positions as indicated on the charts below. To facilitate these transfers, the following job classifications shall be added to the job classifications in Addendum F on July 1, 2011.

JOB CODE	DESCR	Step 1	Step 2	Step 3
	Mail Clerk-TM	10.25	10.75	11.25
	Maintenance Plumber-TM	20.79	21.68	22.57
	Management Assistant-TM	12.75	13.26	13.77
	Public Works Inspector-TM	12.75	13.26	13.77

Employee Name	Current AFSCME Job Title	Proposed Teamsters Job Title
Parrish,Raymond W	Auto Service Worker II	Mechanic I Truck Tire
Weakley Sr,Russell Allen	Auto Service Worker II	Mechanic I Truck Tire
Bohannon, Roger	Automotive Mechanic I	Mechanic III-Automotive
Hibbs,Terry Lee	Automotive Mechanic I	Mechanic III-Automotive
Shartzer, Patrick Lee	Automotive Mechanic I	Mechanic III-Automotive
Ash,Chad Allen	Automotive Mechanic II	Mechanic III-Automotive
Downs,Roger Dale	Automotive Mechanic II	Mechanic III-Automotive
Hampton,David Glenn	Automotive Mechanic II	Mechanic III-Automotive
Mayes, Jan	Automotive Mechanic II	Mechanic III-Automotive
Schroeder,Bryan R	Automotive Mechanic II	Mechanic III-Automotive
Turley,Greg Allen	Automotive Mechanic II	Mechanic III-Automotive
Avery,Juanita	Custodial Worker I	Laborer-TM
Baltes, Kenneth	Custodial Worker I	Laborer-TM
Bowman, Silas	Custodial Worker I	Laborer-TM
Brown, Zina	Custodial Worker I	Laborer-TM
Chapman,Steven L	Custodial Worker I	Laborer-TM
Chappell,Rhoda Beeler	Custodial Worker I	Laborer-TM
Ford, Deidra	Custodial Worker I	Laborer-TM
Harris, Esther E	Custodial Worker I	Laborer-TM
Hopper,Marjorie H	Custodial Worker I	Laborer-TM
Johnson, James	Custodial Worker I	Laborer-TM
Jones, James	Custodial Worker I	Laborer-TM
Kelly, Eleanor Mae	Custodial Worker I	Laborer-TM
Kennedy,William	Custodial Worker I	Laborer-TM
Long, Joshua	Custodial Worker I	Laborer-TM
Luckett,Anitra Carol	Custodial Worker I	Laborer-TM
Malone, Tim	Custodial Worker I	Laborer-TM
Meredith, David	Custodial Worker I	Laborer-TM
Perry, Benny	Custodial Worker I	Laborer-TM
Pride, Michael	Custodial Worker I	Laborer-TM
Richardson, Deborah	Custodial Worker I	Laborer-TM
Sanders, Montella	Custodial Worker I	Laborer-TM
Sartin, Brandon	Custodial Worker I	Laborer-TM
Smock, Chawn	Custodial Worker I	Laborer-TM
Townes, Victoria	Custodial Worker I	Laborer-TM
Turner, David	Custodial Worker I	Laborer-TM
Weaver, Joan P	Custodial Worker I	Laborer-TM

Wilson,Janice Faye	Custodial Worker I	Laborer-TM
Roberts,Jacqueline R	Custodial Worker II	Laborer-TM
Wheeler, Robert	Custodial Worker II	Laborer-TM
Williams,Florence	Custodial Worker II	Laborer-TM
Bartley, Alan	Equipment Operator	Equipment Operator-TM
Bradley, Charles	Equipment Operator	Equipment Operator-TM
Brown, Ross	Equipment Operator	Equipment Operator-TM
Brown,Donald	Equipment Operator	Equipment Operator-TM
Davis, Ambrose	Equipment Operator	Equipment Operator-TM
Day, Robert	Equipment Operator	Equipment Operator-TM
Gaither, Ray	Equipment Operator	Equipment Operator-TM
Gillette, Gary	Equipment Operator	Equipment Operator-TM
Goff, Gene	Equipment Operator	Equipment Operator-TM
Guthrie, Harold	Equipment Operator	Equipment Operator-TM
Hale, Carrol	Equipment Operator	Equipment Operator-TM
Halton, Cedric	Equipment Operator	Equipment Operator-TM
Hibdon, Kevin	Equipment Operator	Equipment Operator-TM
Jackson, John	Equipment Operator	Equipment Operator-TM
Jenkins, Kenneth	Equipment Operator	Equipment Operator-TM
Keown, Donald	Equipment Operator	Equipment Operator-TM
Lewis, Demetrious	Equipment Operator	Equipment Operator-TM
Lowe, Damon	Equipment Operator	Equipment Operator-TM
Maxwell, Robert	Equipment Operator	Equipment Operator-TM
Napper, Stanley	Equipment Operator	Equipment Operator-TM
Parrott, William	Equipment Operator	Equipment Operator-TM
Pearson, Earl	Equipment Operator	Equipment Operator-TM
Presswood, Kenneth	Equipment Operator	Equipment Operator-TM
Ray, John	Equipment Operator	Equipment Operator-TM
Renfro, Timothy	Equipment Operator	Equipment Operator-TM
Seadler, Martin	Equipment Operator	Equipment Operator-TM
Springer, Joseph	Equipment Operator	Equipment Operator-TM
Stillings, Glen	Equipment Operator	Equipment Operator-TM
T. Gordon	Equipment Operator	Equipment Operator-TM
Talley, Thomas	Equipment Operator	Equipment Operator-TM
Trew, Joseph	Equipment Operator	Equipment Operator-TM
Vannatta, thomas	Equipment Operator	Equipment Operator-TM
Warner, Robert	Equipment Operator	Equipment Operator-TM
Wilkerson, Roger	Equipment Operator	Equipment Operator-TM
Wright, Ernest	Equipment Operator	Equipment Operator-TM
Barnett, Eric	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
Bellamy,Curtis A	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment

Buck,Patrick Lloyd	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
McQueen, Randy	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
Smith, Adam	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
Stewart,Paul Melvin	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
Warren, Charles	Heavy Equipment Mechanic I	Mechanic III-Heavy Equipment
Akin, Bradley	HVAC Mechanic	HVAC Mechanic (New Teamster Title)
Blakey, Kevin	HVAC Mechanic	HVAC Mechanic (New Teamster Title)
Cook, Jr., Ken	HVAC Mechanic	HVAC Mechanic (New Teamster Title)
Craddock, Gary	HVAC Mechanic	HVAC Mechanic (New Teamster Title)
Howard,James Franklin	Mail Clerk	Mail Clerk-TM (New Teamster Title)
Stroud, Virgil	Mail Clerk	Mail Clerk-TM (New Teamster Title)
Tyler,Michael Allen	Mail Clerk	Mail Clerk-TM (New Teamster Title)
Blacklock,James E	Maintenance Carpenter I	Carpenter-TM
Carr,Derek R	Maintenance Carpenter I	Carpenter-TM
Whitlock, Donnell	Maintenance Carpenter I	Carpenter-TM
Fleitz,Thomas W	Maintenance Carpenter II	Carpenter-TM
Dix, Kip	Maintenance Electrician I	Maintenance Electrician-TM
Hamm,Carl Albert	Maintenance Electrician I	Maintenance Electrician-TM
Riddle, Steve	Maintenance Electrician I	Maintenance Electrician-TM
Snider,William Randy	Maintenance Electrician I	Maintenance Electrician-TM
Trammell,Roy D	Maintenance Electrician I	Maintenance Electrician-TM
Knott, John	Maintenance Electrician II	Maintenance Electrician-TM
Goose, Carl R	Maintenance Painter I	Painter-TM
Monroe Jr,Joe E	Maintenance Painter I	Painter-TM
Vannatta,William S	Maintenance Painter I	Painter-TM
Starnes,Gardell D	Maintenance Painter II	Painter-TM
Bishop,Tina Elaine	Maintenance Plumber I	Maintenance Plumber-TM(New Teamster Title)
Jones Jr, Curtis	Maintenance Plumber I	Maintenance Plumber-TM(New Teamster Title)
Lusco, Richard	Maintenance Plumber I	Maintenance Plumber-TM(New Teamster Title)
Kuntz, Jerold W	Maintenance Plumber II	Maintenance Plumber-TM(New Teamster Title)
Ransdell Jr,. William	Maintenance Plumber II	Maintenance Plumber-TM(New Teamster Title)
Broadnax, Loretta	Maintenance Worker	Maintenance Worker-TM
Garrett, Eric	Maintenance Worker	Maintenance Worker-TM
Gregory, Stephan	Maintenance Worker	Maintenance Worker-TM
Husband,John David	Maintenance Worker	Maintenance Worker-TM
Johnson, Antonial	Maintenance Worker	Maintenance Worker-TM
Lanham,Michael Dennis	Maintenance Worker	Maintenance Worker-TM
Roberts,Shulonda Renee	Maintenance Worker	Maintenance Worker-TM
Robinson, Derrick	Maintenance Worker	Maintenance Worker-TM
Saddler,Keith Angelo	Maintenance Worker	Maintenance Worker-TM

Smith,Stephen Joseph	Maintenance Worker	Maintenance Worker-TM
Spence, Jr., James	Maintenance Worker	Maintenance Worker-TM
Darden,Marleen	Management Assistant	Management Assistant-TM(New Teamster Title)
Geary, Erica	Management Assistant	Management Assistant-TM(New Teamster Title)
Hensley, Joanne	Management Assistant	Management Assistant-TM(New Teamster Title)
Thibodeaux, Rebecca	Management Assistant	Management Assistant-TM(New Teamster Title)
Farris, Ishmael	Public Works Inspector	Public Works Inspector-TM (New Title)
Rambo, Nicholas	Public Works Inspector	Public Works Inspector-TM (New Title)
Biggers, Forrest	Senior Equipment Operator	Senior Equipment Operator-TM
Blake, Jimmy	Senior Equipment Operator	Senior Equipment Operator-TM
Blanchard, Joseph	Senior Equipment Operator	Senior Equipment Operator-TM
Boston, Terry	Senior Equipment Operator	Senior Equipment Operator-TM
Campbell, Leonard	Senior Equipment Operator	Senior Equipment Operator-TM
Compton, Jeremy	Senior Equipment Operator	Senior Equipment Operator-TM
Corbett, David	Senior Equipment Operator	Senior Equipment Operator-TM
Dugan, Bobby	Senior Equipment Operator	Senior Equipment Operator-TM
Frazor, Thomas	Senior Equipment Operator	Senior Equipment Operator-TM
Haines, Trent	Senior Equipment Operator	Senior Equipment Operator-TM
Harris, Mon'shea	Senior Equipment Operator	Senior Equipment Operator-TM
Harrison, David	Senior Equipment Operator	Senior Equipment Operator-TM
Helton, Albert	Senior Equipment Operator	Senior Equipment Operator-TM
Henning, Roger	Senior Equipment Operator	Senior Equipment Operator-TM
Henry, James	Senior Equipment Operator	Senior Equipment Operator-TM
Hicks, Greg	Senior Equipment Operator	Senior Equipment Operator-TM
Huddleston, Charles	Senior Equipment Operator	Senior Equipment Operator-TM
Jones, Robert	Senior Equipment Operator	Senior Equipment Operator-TM
Kinney, Damon	Senior Equipment Operator	Senior Equipment Operator-TM
Logsdon, Scott	Senior Equipment Operator	Senior Equipment Operator-TM
Phelps, Sean	Senior Equipment Operator	Senior Equipment Operator-TM
Shilts, Barry	Senior Equipment Operator	Senior Equipment Operator-TM
Smith, Bryan	Senior Equipment Operator	Senior Equipment Operator-TM
Tinker, Scott	Senior Equipment Operator	Senior Equipment Operator-TM
Turner, Timothy	Senior Equipment Operator	Senior Equipment Operator-TM
Vincent, Rondel	Senior Equipment Operator	Senior Equipment Operator-TM
Walls, John	Senior Equipment Operator	Senior Equipment Operator-TM
Williamson, John	Senior Equipment Operator	Senior Equipment Operator-TM
Wood, Brian	Senior Equipment Operator	Senior Equipment Operator-TM
Hall, Barbara	Sign Technician	Sign Technician-TM

VI. **Compensation under this Transition Plan.**

On July 1, 2011, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from AFSCME to Teamsters and new employees shall receive an hourly rate adjustment of thirty-three (33%) percent of the hourly rate difference between the hourly rate of Step 3 of the Teamsters job classification and what the employees transferring from AFSCME to Teamsters and new employees are receiving at that time. If there is no difference between rates at that time, the employees transferring from AFSCME to Teamsters and new employees shall continue to receive the hourly rate they are receiving at that time.

On July 1, 2012, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from AFSCME to Teamsters and new employees shall receive an hourly rate adjustment of fifty (50%) percent of the hourly rate difference between the hourly rate of Step 3 of the Teamsters job classification and what the employees transferring from AFSCME to Teamsters and new employees are receiving at that time. If there is no difference between rates at that time, the employees transferring from AFSCME to Teamsters and new employees shall continue to receive the hourly rate they are receiving at that time.

On July 1, 2013, after the annual adjustment of the pay scales contained in Addendum F, employees transferring from AFSCME to Teamsters and new employees (who have been employed at least 6 months) shall receive the hourly rate at Step 3 of the Teamsters job classification. If the employees transferring from AFSCME to Teamsters are receiving an hourly rate above Step 3 they shall continue to receive the hourly rate they are receiving at that time.

After July 1, 2013, the compensation contained in Addendum F, shall apply to all Members under this Agreement, except for "Red Circled Members." "Red Circled Members" are Members whose rate of pay exceeds the amount in Step 3 for their classification. Red Circled Members shall continue to receive the hourly rate they are receiving at that time but will receive no wage progression until their pay no longer exceeds the amount in Step 3.

VII. Seniority

The employees transferring from AFSCME to Teamsters shall retain their Metro-wide seniority date from under their prior contract.

VIII. Temporary Employees

After December 2, 2010, temporary employees who are subsequently hired to fill permanent positions shall be new employees under this Addendum and shall be paid at Step 1 of their classification. Temporary employees may keep any accruals of sick or vacation days upon hire in a permanent position.

IX. Promotions

The employees transferring from AFSCME to Teamsters and new employees who are promoted into a job in a higher pay classification shall have their compensation set for that higher pay classification consistent with the promotions of Teamsters who are not being accreted into this Agreement.

IX. Promotions

The employees transferring from AFSCME to Teamsters and new employees who are promoted into a job in a higher pay classification shall have their compensation set for that higher pay classification consistent with the promotions of Teamsters who are not being accreted into this Agreement.

LETTER AGREEMENT

THIS LETTER AGREEMENT is made and entered into this 12th day of February, 2014, by and between Louisville/Jefferson County Metro Government (hereinafter referred to as "Metro Government") and Teamsters Local Union No. 783, an Affiliate of the International Brotherhood of Teamsters (hereinafter referred to as "Union"). This Letter Agreement amends and revises the compensation language contained in Addendum F of Article 14 – Compensation and Longevity, sections 4 and 5 from the "formula" to a base hourly rate increase of two percent (2%) for FY 15 and FY 16, and Article 18 – Term of Agreement of the Collective Bargaining Agreement ("CBA"), also known as the Teamsters' Master, on behalf of employees of the Public Works/Street and Roads Division and the Subdivisions of Vacant Lots, Tow Lots and Signs, Solid Waste Management Services, Fleet Division, Facilities Management Division, and the Parking Authority of River City Department, with an effective date of June 6, 2011, and expiring June 30, 2015, including any Letter Agreements thereto, as if fully set out herein.

IT IS HEREBY AGREED BY AND BETWEEN METRO GOVERNMENT AND UNION TO AMEND THE BELOW ARTICLES AS FOLLOWS:

ARTICLE 14 – DEPARTMENTS AND DIVISIONS SPECIFIC PROVISIONS

Addendum F. Longevity and Compensation

4. current contract language; then add the following:

Effective July 1, 2015, and ending June 30, 2016, the base hourly rate shall be increased by two percent (2%).

Effective July 1, 2016 and ending June 30, 2017, the base hourly rate shall be increased by two percent (2%).

Members shall be paid on a bi-weekly basis.

5. **Deleted effective July 1, 2015.**

ARTICLE 18 – TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through **June 30, 2017**. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

The parties have agreed to the provisions described above and affix their signatures to the Letter Agreement:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____
Greg Fischer, Mayor

Date: 2/12/14

TEAMSTERS LOCAL UNION NO. 783

By: _____
Teamsters Local 783 Representative

Date: 2-11-14

APPROVED AS TO FORM:

By: _____
MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY