**ORDINANCE NO. 026, SERIES 2014**

**AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JANUARY 24, 2014 THROUGH JUNE 30, 2018) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE RIVER CITY FRATERNAL ORDER OF POLICE LODGE NO. 614 CONCERNING LIEUTENANTS AND CAPTAINS OF LOUISVILLE METRO POLICE DEPARTMENT.**

**SPONSORED BY:** Councilman David Tandy

**WHEREAS**, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the River City Fraternal Order of Police Lodge No. 614 representing lieutenants and captains in Louisville Metro Police Department.

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

**Section I.** That the Collective Bargaining Agreement (January 24, 2014 through June 30, 2018) reached between Louisville/Jefferson County Metro Government and River City Fraternal Order of Police Lodge No. 614 for and on behalf of lieutenants and captains within the Louisville Metro Police Department concerning wages, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

**Section II.** This Ordinance shall take effect upon its passage and approval.

H. Stephen Ott
Metro Council Clerk

Jim King
President of the Council

Greg Fischer
Mayor

3/3/14
Approval Date

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

BY:

LOUISVILLE METRO COUNCIL
READ AND PASSED
February 27, 2014

# COLLECTIVE BARGAINING AGREEMENT

# BY AND BETWEEN

# LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

# AND

# RIVER CITY FRATERNAL ORDER OF POLICE LODGE NO. 614

# CAPTAINS AND LIEUTENANTS

**EFFECTIVE DATE:** 1/24/14

**EXPIRATION DATE: JUNE 30, 2018**

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 24th day of January, 2018 by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and RIVER CITY FRATERNAL ORDER OF POLICE, LODGE NO. 614 (hereinafter referred to as "Lodge"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain members of the Louisville Metro Police Department (hereinafter referred to as "LMPD").

## ARTICLE 1 – RECOGNITION

Section 1. Metro Government, pursuant to the Ordinance No. 135 Series 2003 and KRS 67C.400 through KRS 67C.418, recognizes the Lodge as the exclusive representative for all non-civilian members of the Louisville Metro Police Department for the purpose of collective bargaining on all matters within the legitimate scope of representation.

Section 2. The Lodge recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 3. All Members acknowledge that Metro Government shall consider the positions and the proposals of the Lodge as the bargaining positions and proposals of all Members, individually and collectively, in said unit.

Section 4. As used in this Agreement, unless the context requires otherwise, the term "Members" means sworn employees of the Louisville Metro Police Department in the grades of Captains and Lieutenants.

## ARTICLE 2 – SCOPE

This Agreement, pursuant to the Collective Bargaining Ordinance, codified in the Louisville Metro Code of Ordinances, Sections 35.050-35.058 and KRS 67C.400-.418, extends to all matters relating to wages, hours, and terms and conditions of employment. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the specific rights set forth in Article 4 herein.

## ARTICLE 3 – SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Chief of Police 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 Louisville Metro Police Merit Board from adopting rules relating to qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, fine, removal and other disciplinary action not inconsistent with the provisions of KRS 67C.301 to KRS 67C.327. The parties agree that they shall not seek amendment or promulgation of any Merit Board Rule without prior notice to the other party.

## ARTICLE 4 -METRO GOVERNMENT RIGHTS

Section 1. The Lodge recognizes the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities, and that the powers of authority which have not been officially abridged, delegated or modified by this Agreement are retained by Metro Government. Specifically, all rights formerly or presently employed by or vested in Metro Government on the effective date of this Agreement not officially abridged, delegated or modified by this Agreement are retained specifically by Metro Government.

Section 2. The exclusive rights of Metro Government include, but are not limited to, the right to:

a. determine the mission of its constituent departments, divisions, commission, and boards;
b. set standards of service;
c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions subject to applicable state law and merit board rules and regulations of the Merit Board;
d. direct its Members;
e. take disciplinary action subject to KRS 67C.301 to KRS 67C.327 and rules and regulations established by the Louisville Metro Police Merit Board;
f. relieve its Members from duty because of lack of work or for other legitimate reasons;
g. maintain the efficiency of governmental operations;
h. determine the methods, means, location, and personnel by which operations are to be conducted;
i. determine the content of job classifications subject to applicable state law and rules and regulations of the Merit Board.
j. take all necessary actions to carry out its mission in emergencies or otherwise; and
k. exercise complete control and discretion over its organization and the technology of performing its work subject to the conditions of this Agreement.

Section 3. This Agreement is not intended to restrict consultation with the Lodge regarding matters within the right of Metro Government to determine.

Section 4. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on Metro Government, or in any way abridging or reducing such authority.

## ARTICLE 5 –NONDISCRIMINATION

Section 1. Metro Government will not interfere with or discriminate in respect to any term or condition of employment against any Member because of membership in or legitimate activity as required in this Agreement on behalf of the Members of the Lodge.

Section 2. The provisions of this Agreement shall apply equally to and be exercised by all Members, without discrimination, as prohibited by laws covering employment discrimination on account of disability, age, sex, marital status, race, color, creed, national origin, religion, sexual orientation or political affiliation.

Section 3. The Lodge recognizes its responsibilities as representative to represent all members in the unit without discrimination, interference, restraint or coercion.

## ARTICLE 6-MUTUAL OBLIGATION AND PROHIBITION OF STRIKES

Section 1. Metro Government acknowledges the Lodge as the recognized organization representing sworn Members of LMPD as set forth in Article 1, and therefore, shall bargain promptly upon request by the Lodge and continue for a reasonable period of time in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters within the scope of representation.

Section 2. The Lodge recognizes Metro Government Mayor as the designated representative of Metro Government and shall bargain promptly upon request by the Mayor and continue for a reasonable period of time in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters within the scope of representation.

Section 3. The Lodge shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Member(s) violates this Article, Metro Government shall immediately notify the Lodge. The Lodge shall immediately notify the Member(s) in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Member(s) to return immediately to their normal duties. Member(s) who engage in such activity shall be subject to disciplinary action up to and including discharge. In the event the Lodge complies with its obligations herein, the Lodge shall not be liable to Metro Government for damage cause by the strike. It is understood that this section does not limit Metro Government from any other remedies provided by law.

## ARTICLE 7 - LODGE SECURITY

Section 1. Membership in the Lodge is not compulsory. Members have the right to join or not join and neither the Lodge nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. Members in the bargaining unit who do not join the Lodge, however, shall be required to pay their fair share of the cost of representation by the

Lodge, the amount of which shall be determined as set forth in Metro Louisville Code of Ordinance Section 35.056.

Section 2. Lodge Membership dues and fair share dues shall be deducted monthly in an amount certified by the Lodge. Members wishing to revoke their Lodge Membership must notify Metro Government and the Lodge expressly and individually, in writing by certified mail, within twenty (20) days following the effective date of this Agreement that such dues are not to be deducted. The fair share fee shall be deducted from Members' wages and remitted to the Lodge, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Lodge with appropriate advance notice given to Metro Government and affected Members.

Section 3. Lodge membership dues and fair share fees shall be transmitted to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding month after such deductions are made. The Lodge 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 Lodge shall notify Metro Government of the cost of representation by the Lodge and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 4. Metro Government agrees to deduct from the wages of any Member, any such sums of money as requested by said Member, as long as it is a continual or regular deduction, on a form authorized by Metro Government and the Lodge. Such authorization shall be allowed in any amount certified by the Lodge or requested by the Member.

Section 5. Members who are included in the collective bargaining unit but decline Membership in the Lodge shall contribute to the financial support of the Lodge by payment of a fair share fee, which shall be automatically deducted from the wages of the individual Member.

Section 6. The Lodge shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share deduction provisions.

## ARTICLE 8 -LODGE BUSINESS

Section 1. The Lodge may select not more than five (5) persons and the Lodge President to represent the Lodge in the negotiation of collective bargaining agreements during working hours without loss in compensation. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data, meet with counsel and/or committee Members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide prior notice to the Chief of Police of the dates and times needed to conduct business relating to negotiations between Metro Government and the Lodge; provided, however, if the Lodge desires to conduct business more than one hundred eighty (180) days prior to the expiration date of this Agreement, the Lodge will provide fourteen (14) days written notice to the Chief of Police. The Chief of Police shall be notified by the Lodge in writing of any substitutions or replacements of designated persons.

Section 2. Grievances

A maximum of one (1) Member shall be granted leaves without loss of compensation at straight time only for the purpose of meeting with other Metro Government employees or officials in order to process grievances on behalf of Members and/or in order to assist in presenting any cases covered by this Agreement in arbitration proceedings. The name of the Member and the amount of time spent on grievance activities shall be reported in writing within ten (10) days to the Chief.

Section 3. Coordination of Lodge Business with Officers and Sergeants

The parties agree that Lieutenants under this Agreement shall be eligible to participate in Lodge Business in the same manner as the Members under the Collective Bargaining Agreement between Louisville Jefferson County Metro Government and River City Fraternal Order of Police Lodge No. 614, being the same Collective Bargaining Agreement ("Agreement") entered into beginning July 1, 2011 and ending June 30 2018, affecting police Officers and Sergeants, and specifically Article 8 Sections 3, 4, 5, 6, 8, and 9, attached hereto for information purposes at Appendix 3. Provided however, the numbers of Members allowed time off with or without pay and the amount of time of any such authorized leave shall be inclusive of the Members herein and not in addition to the amounts set out in that Agreement. Members under this Agreement shall participate in the annual leave/holiday reduction as set forth in Article 8; Section 4(A) of the CBA affecting police Officers and Sergeants and shall continue to participate in the event there is no agreement in place for police Officers and Sergeants. In the event there is no agreement in place for police Officers and Sergeants, the Lieutenants under this Agreement shall continue to be eligible to participate in Lodge business as detailed in Appendix 3 as if it were still in place.

## ARTICLE 9-SENIORITY

Section 1. The seniority of a Member shall commence on the first date of employment as a Louisville Metro Police recruit or Officer. Any Member hired prior to the effective date of this Agreement shall maintain his or her seniority as of the effective date of this Agreement. Any Member hired after the effective date of this Agreement may be given credit for prior employment with another law enforcement agency, including LMPD, the former Jefferson County Police Department, and the Louisville Division of Police for all employment for a maximum of five years for purpose of salaries and annual leave accrual. In order to receive credit for prior employment with another law enforcement agency for the purpose of this Article an individual must meet the minimum requirements for hire as a lateral entry police Officer as set by the Police Merit Board, and have at least twelve months of law enforcement service as a full time sworn police Officer in the United States, and have completed the Kentucky Law Enforcement Council's (KLEC) approved required basic training course, or an approved equivalent from another state's academy. No credit shall be given for prior service with another law enforcement agency for purposes of promotions. Any Member hired who was previously employed as a police cadet shall not receive seniority credit for time served as a police cadet. Any Member hired with prior employment with Metro Government in any other Department or agency shall be given credit for previous Metro Government employment for purposes of vacation accrual only unless otherwise specified herein.

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

(a) Discharged for cause after all appeals have been exhausted.
(b) Laid off for more than two (2) years.
(c) Fails to return to work within thirty (30) days without just cause after recall subsequent to a lay-off.
(d) Voluntarily resigns: except if a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her seniority shall be deemed continuous, less such time as he or she was not a Member of the Louisville Metro Police.
(e) Retired and returns to work.

Section 3. Metro Government shall furnish the Lodge on a semi-annual basis a seniority list based on hire date as a Louisville Metro Police recruit or Officer.

## ARTICLE 10 – ASSIGNMENTS

Section 1. Patrol Platoon Assignment

A. Platoon assignments for the rank of Lieutenant in all Divisions and the Traffic Unit (if applicable) will be based on the Member's most recent promotional date (seniority in grade). In the case of "ties", promotion date to the rank of Sergeant will be the determining factor. In the event the date of promotion to the rank of Lieutenant and Sergeant for two (2) or more Lieutenants is the same, departmental seniority will be the determining factor. In the event the date of promotion to Lieutenant and to Sergeant and departmental seniority for two (2) or more Lieutenants is the same, the conflict will be resolved by a coin toss in the presence of the affected Members or a FOP representative.

a. If a Lieutenant has been demoted and he attains the rank of Lieutenant again, his seniority in grade shall commence on the date of his most recent promotion.

b. If a Captain or above is demoted to the rank of Lieutenant, he shall be covered under the provision of this CBA upon the effective date of his demotion. Upon being demoted his seniority in grade as a Lieutenant shall begin on the date that he was initially promoted to the rank of Lieutenant.

B. The procedure for making platoon assignments is:

i. Metro Government shall post Lieutenant vacancies in the Division or Traffic Unit affected for a period of not less than ten (10) days prior to the assignment being filled.
ii. If more than one shift has a vacancy or will have a vacancy through reassignment of eligible Lieutenants to the first applicable posted position(s), all vacancies will be posted at one time.
iii. A Lieutenant may not bid on a vacancy for sixty (60) days following his physical transfer into a Division or the Traffic Unit.
iv. A Division or Traffic Unit platoon Lieutenant vacancy occurs upon the effective date of a Lieutenant's transfer, retirement, promotion, resignation, demotion or termination.

Section 2. Other Assignments

A. Lieutenant positions other than those in the Patrol Division and Traffic Unit Platoons must be posted for a minimum of ten (10) days.
B. Position Vacancies: Division commanders shall notify the Chief of Police, or designee, when a vacancy exists in his/her unit. Once approved, a position vacancy announcement will then be posted to all Lieutenants.
C. Lieutenants shall indicate their interest in the posted position by notifying the appropriate division commander, bureau commander or Deputy Chief in the method indicated on the position posting. Documents received after the posting expiration date will not be accepted or considered.

Section 3. Highly Sensitive Positions

In selected highly sensitive positions, the Chief reserves the right to appoint the selectee to the position without posting the vacancy. Examples of highly sensitive positions include Lieutenants assigned to Public Information Officer, Public Integrity Unit, Professional Standards Unit, administrative assistants to the Chief, Deputy Chiefs or Assistant Chiefs and any other highly sensitive positions as designated by the Chief. This will only be done in special circumstances.

Section 4. Other Transfers

A. Inter-Division voluntary transfers shall be made at the discretion of the Chief.
B. Intra-Division platoon transfers shall be subject to the provisions of Article 19.

Section 5. Transfers of Captains

The Chief of Police may assign and/or reassign Captains at his discretion.

## ARTICLE 11 - PROMOTIONAL VACANCIES

Section 1. Promotional vacancies that are within the classified service regulated by the Louisville Metro Police Merit Board shall be filled on a permanent basis within sixty (60) days after the vacancy occurs unless the position is eliminated. Such vacancy shall be filled in accordance with all Merit Board rules and regulations.

Section 2. A vacancy shall be deemed to exist when a position in the classified service is vacant due to demotion, death, resignation, retirement, promotion, termination or creation of a new position. The Chief of Police shall notify the Lodge in writing within seven (7) days when a vacancy as set forth herein occurs.

Section 3. Metro Government shall provide written notice to the Lodge that a Lieutenant position will not be filled by promotion before a vacancy occurs. Metro Government shall provide written notice to the Lodge that a Captain position will not be filled by promotion within seven (7) days of a vacancy.

Section 4. Metro Government and the Lodge shall meet to discuss any proposed changes to the promotional process including, but not limited to, examinations and selection processes.

Section 5. Any employee of the Department who assists or participates in the development of the written examination and/or job simulation or grading or evaluating of promotional applicants shall be prohibited from discussing or disseminating any and all questions and/or answers with any promotional applicant. No employee of the Department will have access to or participate in the development of the entire examination and/or entire job simulation.

Section 6. A Member may change a scheduled off day to sit for a written promotional exam or participate in an assessment center with ten (10) days' prior notice and approval of the Member's immediate supervisor. Such request shall not be arbitrarily denied without just cause.

## ARTICLE 12- GRIEVANCE PROCEDURE

Section 1. Any controversy between Metro Government and the Lodge concerning the meaning and application of any provisions of this Agreement shall be adjusted in the manner set out below. Both parties agree that disciplinary matters are not subject to the grievance procedure contained in this Agreement. All disciplinary matters shall be appealed pursuant to state statute and the rules and regulations of the Louisville Police Merit Board. The Lodge or any Member may file a grievance and shall be afforded the full protection of this Agreement and the right to legal counsel.

Section 2. A Member filing a grievance shall be allowed Lodge representation consisting of one (1) person on the Lodge committee and/or legal counsel at all grievance meetings. The following rules for the presentation and solution of grievances or requests are prescribed:

Step 1. The grievance shall be brought to the attention of the Member's most immediate supervisor who is not a Member of the bargaining unit within fourteen (14) days from the time circumstances giving rise to the grievance occurred. The grievance shall be in writing, dated and signed by the Member. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provisions of the Agreement allegedly violated, and the relief requested. The supervisor shall discuss the grievance with the Member within ten (10) days after the date presented. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the supervisor and the Member. If no settlement is reached, the supervisor shall give a written answer to the Member and the Lodge within seven (7) days following their meeting.

Step 2. If the Member is not satisfied with the answer obtained in Step 1, he may appeal the grievance in writing to the Chief of Police; provided that the appeal is presented within seven (7) days after receipt by the aggrieved of the Step 1 answer. Within fourteen

(14) days after receipt of the appeal, the Chief of Police or his designee shall discuss the grievance with the aggrieved Member and the Lodge and give the aggrieved Member his answer in writing within seven (7) days after holding such meeting.

Step 3. If the aggrieved is not satisfied with the answer obtained in Step 2, he may appeal his grievance to the Mayor within seven (7) days after the receipt of the aggrieved party or the Lodge of the Step 2 answer. Within ten (10) days after receipt of the appeal, the Mayor or designee shall discuss the grievance with the aggrieved, and shall answer it in writing within seven (7) days after holding said meeting.

Step 4. If the aggrieved or the Lodge is not satisfied with the answer obtained in Step 3, either may seek advisory arbitration within fourteen (14) days after the receipt by the aggrieved of the Step 3 answer. The Lodge shall notify Metro Government of its intention to proceed to arbitration by notice to the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) of the intent to proceed to advisory arbitration and a request for a submission of a list of arbitrators. An arbitrator shall be selected by each party, the Lodge and Metro Government, alternatively striking a name from the panel submitted by the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) with the Lodge having the right to strike first. The parties shall meet for the purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Not withstanding the above, all on duty sworn LMPD employee witnesses or participants shall receive their regular compensation from Metro Government. Any Member who is required by the Department or Metro Government to appear and/or testify at an arbitration proceeding at a time outside of the Member's regularly scheduled hours of work shall be paid a minimum of three (3) hours. If these hours are in excess of a regular work day of eight (8) or ten (10) hours or a regular forty (40) hour work week, the Member shall be paid at a rate one and one-half (1 ½) times his regular rate of pay for these hours. The arbitrator's fee and expenses and cost of any hearing room shall be borne equally by each party. The powers of the arbitrator are limited as follows: the arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement.

Section 3. If a grievance is not presented within the time limits set forth in this Article, the grievance shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any extension thereof, it shall be considered settled on the basis of Metro Government's last answer. If Metro Government does not answer a grievance or an appeal thereof within the specified time limits, the Member or the Lodge may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time

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

Section 4. The grievance procedure contained in the Collective Bargaining Agreement is the sole and exclusive means of resolving all grievances arising under this Collective Bargaining Agreement.

## ARTICLE 13 - STANDARD OPERATING PROCEDURE

Section 1. Metro Government has the right to promulgate reasonable rules and regulations, including disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No changes in the Standard Operating Procedures of the Louisville Metro Police Department shall be effective until they have been posted on bulletin boards (including the intranet) in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Lodge ten (10) days prior to the effective date.

## ARTICLE 14 - CONDITIONS OF EMPLOYMENT

Section 1. A Member shall not be required to take a polygraph examination as a condition of continued employment.

Section 2. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

Section 3. Metro Government agrees not to use electronic surveillance equipment in the investigation of a Member.

Section 4. No Member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or technological replacements thereof, assigned to patrol vehicles. This section shall not be construed to prohibit a Member from performing or assisting in the performance of customary and ordinary firefighting duties or responsibilities in emergency situations.

Section 5. There will be no layoff of Members for the duration of this Agreement.

## ARTICLE 15 - HEALTH AND SAFETY

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

Section 2. No Lieutenant shall be scheduled for pre-planned event details or otherwise without a minimum of ten (10) hours between details or regular work shifts unless the Chief deems an emergency exists. Investigative units that utilize flexible work schedules are exempt from having ten (10) hours between scheduled work shifts. Members shall be paid at the applicable overtime rate for each hour or portion thereof that is worked in violation hereof. The overtime rate for the applicable hours shall be applied to the first available straight time hours worked following the violation.

Section 3. The Department will make available at each Division on a twenty-four (24) hour basis the following equipment: personal protection equipment (PPE) kit items; OC canisters; air tanks for refilling; pepper ball air canisters; ECW cartridge reloads; and necessary equipment and supplies for sanitizing Departmental equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding Officer.

Section 4. The Department shall inspect and replace, if necessary, gas masks and filters on a periodic basis.

Section 5. Metro Government shall provide a Member with replacement body armor and vest that meets or exceeds current National Institute of Justice (NIJ) body armor standards, before or within ninety (90) days after expiration, at no cost.

Section 6. Metro Government shall issue all Members a Kevlar riot helmet with an affixed face shield.

## ARTICLE 16 - MILITARY LEAVES

Section 1. 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, 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 salary and fringe benefits for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 2. Should a Member be inducted or enlisted into active duty in the Armed Forces of the United States, he or she shall be granted a leave of absence, without pay, for the duration of his or her original term of service. He or she shall accrue seniority the same as he or she would under continuous employment in the Louisville Metro Police department, provided, however, that upon his or her return to duty with the LMPD, he or she successfully completes any applicable probationary period. A Member who is ordered to active duty and serves a minimum of six (6) months in the Armed Forces of the United States shall upon return be credited with eighty (80) hours of annual leave.

Section 3. A Member inducted into active duty with, any Reserve Unit or the National Guard for a period in excess of thirty (30) days shall be eligible for continuation of medical (dental, vision, or any other) insurance at the same level as active Members at the same cost as active Members.

Section 4. A Member ordered to active duty shall receive pay and benefits as specified below:

A. The Member shall retain all vacation time accrued prior to the beginning date of Member's issued order to active duty. No Member shall be forced to take, use, or burn vacation, personal or other leave time while on active duty with the Armed Forces of the United States.
B. Members on military leave that appear on active Louisville Metro Police Merit Board promotional eligibility lists, shall be considered for promotional vacancies consistent with Police Merit Board rules and Kentucky law.

## ARTICLE 17 - DISCIPLINARY PROCEDURE AND BILL OF RIGHTS

Section 1: Receipt of Complaints

A. Any complaint taken from any individual alleging misconduct or rule violations on the part of any Member, shall be taken as follows:
   i. If the complaint alleges criminal activity on behalf of a Member, the allegations may be investigated without a signed, sworn complaint of the individual;
   ii. If the complaint alleges abuse of official authority or a violation of rules and regulations of the department, an affidavit, signed and sworn to by the complainant, shall be obtained;
   iii. If a complaint is required to be obtained and the individual, upon request, refuses to make allegations under oath in the form of an affidavit, signed and sworn to, the department may investigate the allegations, but shall bring charges against the Member only if the department can independently substantiate the allegations absent the sworn statement of the complainant;
   iv. Nothing in this section shall preclude the department from investigating and charging a Member both criminally and administratively.
   v. The complaint procedure as defined in KRS 15.520 and this Agreement shall be explained to the complainant by a LMPD commanding Officer or Professional Standards Unit (PSU) investigator.
   vi. If the complainant elects to file a formal complaint, the complaint shall be taken in the form of an affidavit, signed and sworn to by the complainant.
   vii. If the complainant declines to file a formal complaint, a complaint inquiry form shall be completed. The commanding Officer or the PSU investigator shall record as many specifics as possible.
   viii. If the complainant declines to file a formal complaint under oath, the PSU shall do one of the following:
      a. Complete a complaint inquiry form and forward to the Chief's Office if the allegations involve criminal activity.

b. Complete a complaint inquiry form if there is information independent of that obtained from the citizen substantiating the allegations of misconduct.

c. Handle the complaint in an informal manner. In these cases, no investigative paperwork is entered into a Member's personnel file.

ix. The complaint inquiry form shall be maintained solely and exclusively by the PSU. The contents of this information shall be transmitted to the Chief or his designee for appropriate handling. If the Chief or his designee directs an investigation, the procedures outlined in KRS 15.520 and this Agreement shall be followed. If no investigation is directed by the Chief or his designee, the complaint inquiry form shall be destroyed ninety (90) days after receipt.

Section 2: Manner of Investigation

A. No Member shall be subjected to interrogation in a departmental matter involving alleged misconduct on his or her part, until forty-eight (48) hours have expired from the time the request for interrogation is made to the accused Officer, in writing. The interrogation shall be conducted while the Officer is on duty. The police Officer may be required to submit a written report of the alleged incident if the request is made by the department no later than the subject Officer's next tour of duty after the tour of duty during which the department initially was made aware of the charges. A Member required to submit a written report shall be informed in writing of the nature of the alleged misconduct or rule violations.

B. The forty-eight (48) hour written notice shall include a copy of the complaint. In the event a written complaint does not exist, the forty-eight (48) hour notice shall include other written information sufficient to advise the Member of the specific allegations of misconduct.

C. Questioning of Members shall be conducted only while the Member is on duty.

D. All statements or interrogations of Members, complainants and other witnesses shall be electronically recorded. Statements obtained from complainants, either sworn or otherwise, shall be transcribed and sworn to. Non-recorded statements may be taken from a civilian witness who refuses to give a recorded statement.

E. Upon request of the Member under investigation or his representative, the Member shall be provided a copy of the transcript of the recorded interrogation, if one has been made, and a copy of the recording. The Member shall provide the Professional Standards Unit (PSU) with an audiotape, or technological equivalent at his expense.

F. Metro Government shall provide the Member any written or recorded statements in the possession of the department in connection with any disciplinary action taken against the Member except for attorney work product. Likewise, the Member and the Lodge shall provide Metro Government with statements or other information regarding any disciplinary action that has been taken against a Member except for attorney work product. The written statement shall be provided to the Member or Metro Government within ten (10) days after a written appeal is filed with the Louisville Metro Police Merit Board.

G. If discipline is imposed and the Member files a timely written appeal with the Louisville Metro Police Merit Board, Metro Government shall make available to testify at the hearing all current Members requested by the appealing Member or his counsel.

H. The Professional Standards Unit (PSU) shall complete its investigation within a reasonable period of time of the Chief's directive or complaint.

I. All complaints and PSU directed investigations begun after the effective date of this Agreement not involving criminal allegations shall be completed and forwarded to the Chief

or his designee for review and disposition within one hundred and eighty (180) days of the complaint, initiation of the PSU investigation or a return of the case by the Chief or designee to PSU, whichever is later in time. In the event that Metro Government needs additional time to complete an investigation, prior to the expiration of the one hundred and eighty (180) days, Metro Government shall provide a written explanation to the Member and FOP setting forth the specific reasons for the need for additional time.

J. The PSU shall provide a status update of its investigation in a timely manner upon request of the affected Member. This update will include an estimated completion date.

K. No threats, promises, or coercions shall be used at any time against any police Officer while he or she is a suspect in a criminal or departmental matter. Suspension from duty with or without pay, or reassignment to other than an Officer's regular duties during the period shall not be deemed coercion. Prior to or within twenty-four (24) hours after suspending the Officer pending investigation or disposition of a complaint, the Officer shall be advised in writing of the reasons for the suspension.

L. If a police Officer is under arrest, or likely to be arrested, or a suspect in a criminal investigation, he shall be afforded the same constitutional due process rights that are accorded to any civilian, including, but not limited to, the right to remain silent and the right to counsel, and shall be notified of those rights before any questioning commences. Nothing in this section shall prevent the suspension with or without pay or reassignment of the police Officer pending disposition of the charges.

M. When a police Officer has been charged with a violation of departmental rules or regulations, no public statements shall be made concerning the alleged violation by any person or persons of the local unit of government or the police Officer so charged, until final disposition of the charges.

N. No police Officer as a condition of continued employment by the local unit of government shall be compelled to speak or testify or be questioned by any person or body of a nongovernmental nature.

Section 3: Disposition of Investigation

A. If a complaint is investigated by the PSU, the complaint and resulting investigation will be forwarded to the Chief or his designee. The Chief upon receiving the investigative findings and recommendations will review all complaints forwarded to his office and will handle the complaint in one of the following ways:
   i. Unfounded
   ii. Exonerated
   iii. Closed by Exception
   iv. Not Sustained
   v. Sustained.

B. On complaints where the Chief believes no misconduct has occurred, he will communicate in writing to the complainant and the Member that his review of the facts does not indicate any misconduct by the Member and will advise both parties of his intentions to dismiss the complaint.

C. If after reviewing the complaint investigation, the Chief concludes the Member is guilty of misconduct or violations of the rules, regulations or procedures, the Chief may impose disciplinary action from a verbal or written reprimand to suspension to demotion to dismissal by providing in writing to the Member with particularity, the reasons therefore. The

disciplinary action taken should be determined by the seriousness of the misconduct and by the extent of the wrongdoing or injury to the victim. It shall also be commensurate with the circumstances surrounding the total incident and with the Member's service record and prior sustained complaints.

D. No previous discipline against a Member may be considered by Metro Government or the Chief as the basis for any subsequent discipline or an involuntary transfer except as follows:
   i. A previous written reprimand may be considered for one (1) year following the issuance of the reprimand.
   ii. A previous suspension of seventy-two (72) hours or less, or an involuntary transfer may be considered for three (3) years following the issuance of the suspension.
   iii. A previous suspension of over seventy-two (72) hours may be considered for five (5) years following the issuance of the suspension.

Section 4: File Retention

A. All PSU files shall be maintained in accordance with applicable statutes and regulations regarding archive retention.
B. All PSU files will be maintained in accordance with Article 18, Personnel Files, of this Agreement.

Section 5: Critical Force Incidents

A. When a Member is involved in the use of deadly force or in any incident that results in life threatening injuries or death, Metro Government shall notify the Lodge President or his designee and designated Lodge counsel. The Lodge shall provide Metro Government with appropriate telephone numbers for said notification.
B. If a Member agrees to provide a statement to the Public Integrity Unit as a result of his use of deadly force or his action and conduct in any incident that results in life threatening injuries or death, the Member shall be informed of his right to counsel. The Member shall also be informed when counsel is present and / or otherwise available for advice.
C. Only the Member, Public Integrity Unit detective and / or his supervisor and Member's counsel shall be present during the Member's interview. Members shall not be required to provide a statement concerning the use of deadly force during a criminal investigation with Professional Standards Unit detectives present.
D. Metro Government may require a Member involved in a use of deadly force incident resulting in an injury to take a drug and alcohol test pursuant to the procedures as established in Appendix 1, Drug Testing Policies and Procedures.
E. A Member interviewed by the Public Integrity Unit shall be provided a copy of the transcript of the recorded interview and copies of their audio and video recordings.

Section 6: Hearings and Administrative Due Process Rights

A. When a hearing is to be conducted by any appointing authority, legislative body, or other body as designated by the Kentucky Revised Statutes, the following administrative due process rights shall be recognized and these shall be the minimum rights afforded any police Officer charged:

i. The accused police Officer shall have been given at least seventy-two (72) hours' notice of any hearing;

ii. Copies of any sworn statements or affidavits to be considered by the hearing authority and any exculpatory statements or affidavits shall be furnished to the police Officer no less than seventy-two (72) hours prior to the time on any hearing;

iii. If any hearing is based upon a complaint of an individual, the individual shall be notified to appear at the time and place of the hearing by certified mail, return receipt requested;

iv. If the return receipt has been returned unsigned, or the individual does not appear, except where due to circumstances beyond his control he cannot appear, at the time and place of the hearing, any charge made by the individual shall not be considered by the hearing authority and shall be dismissed with prejudice;

v. The accused police Officer shall have the right and opportunity to obtain and have counsel present, and to be represented by the counsel;

vi. The appointing authority, legislative body, or other body as designated by the Kentucky Revised Statutes shall subpoena and require the attendance of witnesses and the production by them of books, papers, records, and other documentary evidence at the request of the accused police Officer or the charging party. If any person fails or refuses to appear under the subpoena, or to testify, or to attend, or produce the books, papers, records, or other documentary evidence lawfully required, the appointing authority, legislative body, or other body as designated by the Kentucky Revised Statutes may report to the Circuit Court or any judge thereof the failure or refusal, and apply for a rule. The Circuit Court, or any judge thereof, may on the application compel obedience by proceedings for contempt as in the case of disobedience of the requirements of a subpoena issued from the court;

vii. The accused police Officer shall be allowed to have presented, witnesses and any documentary evidence the police Officer wishes to provide to the hearing authority, and may cross-examine all witnesses called by the charging party;

viii. Any police Officer suspended with or without pay who is not given a hearing as provided by this section within sixty (60) days of any charge being filed, the charge then shall be dismissed with prejudice and not be considered by any hearing authority and the Officer shall be reinstated with full back pay and benefits; and

ix. The failure to provide any of the rights or to follow the provisions of this section may be raised by the Officer with the hearing authority. The hearing authority shall not exclude proffered evidence based on failure to follow the requirements of this section but shall consider whether, because of the failure, the proffered evidence lacks weight or credibility and whether the Officer has been materially prejudiced.

## ARTICLE 18 - PERSONNEL FILES

Section 1. Personnel records are the repositories of official information regarding an active, terminated or retired Member of Metro Government.

Section 2. Custody and Review

A. The Secretary Examiner of the Louisville Metro Police Merit Board shall be the official records custodian and shall be responsible for maintaining and securing all personnel files.

i. Unless otherwise provided for, the content of a Member's personnel file shall be held in the strictest confidence.

ii. Personnel files shall be available for administrative review by the Louisville Metro Police Merit Board and paid Members of their staff.

iii. Information from a Member's personnel file shall be released to any other persons or agencies when Metro Government is ordered to do so by a lawful subpoena or order of a court or an administrative agency, or pursuant to an Open Records Request, or when permission to do so is received in writing from the Member. In the event a subpoena or Open Records Request is served on Metro Government, Metro Government shall immediately notify the Member and the Lodge. At the request of the Member, Metro Government shall wait three (3) days from receipt of an Open Record Request to comply with it. In no event shall Metro Government be required to wait beyond the legal requirement as contained in the Open Records law. Metro Government shall have no liability to any Member hereunder and the Member shall have no rights against Metro Government for compliance with this provision.

iv. Metro Government shall be responsible for developing and following retention schedules which comply with appropriate laws and regulations for all records and personnel files. The following information contained in a Member's personnel file shall be considered matters of public record and may be released or verified without express permission of the Member:

(a) Member's name
(b) Member's dates of employment
(c) Class or position held by Member

B. The duties of the Health and Safety Officer shall be maintained. The Human Resources Unit with the Louisville Metro Police Department shall maintain the official medical records file for each Member. A Member's medical records file becomes a part of the Member's official personnel medical file when Metro Government has received medical information concerning an application for workers' compensation, disability retirement, normal retirement, long-term disability claim or termination of employment.

C. The Chief s office may maintain an operating file on each Member within the Department.

D. In addition, supervisors may maintain a file on each Member under their direct supervision.

E. Members or their authorized (in writing) representatives may review their personnel records upon request.

F. To preserve confidentiality and protect the privacy of Members, access to a Member's personnel records shall be restricted to the following:

i. Secretary/Examiner of the Merit Board.
ii. Member who is the subject of the file or authorized representative.
iii. Member's supervisor.
iv. Chief or Chief's designee.
v. Director of Metro Government Human Resources or designee.

vi. Metro Government Mayor or designee.
vii. County Attorney or designee.

G. Whenever a document is placed in or taken out of a personnel file, the person performing such act shall indicate so by executing a "sign-in and sign-out list" which shall have the name of the person, date and the time that the personnel record was either placed in the file or taken out.

Section 3. Contents

A. The contents of a Member's official Louisville Metro Police Merit Board personnel file shall include:

i. Applications for employment or promotion that results in appointment or promotion.
ii. Employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, etc.
iii. Copy of commendations.
iv. Member emergency information.
v. Payroll withholding documents.
vi. Insurance and retirement records.
vii. Education and training records.
viii. Performance evaluations.
ix. Leave records.
x. Copy of reprimands and disciplinary actions.

B. The contents of a Member's medical file shall be limited to:

i. Metro Government medical examination records.
ii. Records obtained or received from any physician in reference to a Member's medical fitness.
iii. Any medical waiver or release signed by the Member.
iv. Request by Metro Government or its designee for any additional or special examinations, the record of the actions taken and the results of the additional or special medical examination.

C. Member files held by the Chief's Office shall contain documents necessary for program operations limited to:

i. Member home address and telephone number including pager number if any.
ii. Present job information (i.e. description, location, etc.)
iii. Member emergency information.
iv. Payroll data and supporting documentation.
v. Copies of leave records.
vi. Copy of performance evaluations including supporting documentation.
vii. Copies of commendations and awards including supporting documentation.
viii. Copies of reprimands and disciplinary actions.
ix. Performance observation forms.
x. Copies of at-fault accident reports and supervisor documentation.
xi. Copies of training requests, approvals and certifications of completion including training transcripts.

Section 4. Supervisor Files

A. Supervisors may maintain one (1) file for each Member under their supervision which contains informal notes by the supervisor concerning the Member's job performance or conduct, notes made in performance review or other counseling sessions with the Member, copies of completed work assignments, drafts or work in progress and informal written communications between the Member and the supervisor concerning performance or conduct issues.

B. The purpose of supervisory files is to encourage supervisors to maintain informal records on a continuing basis, which will provide substantiation for performance ratings or other performance or conduct related actions. File materials become part of a Member's personnel file only if they are incorporated in or attached to related personnel actions. In the event a Member transfers within the department, his supervisory file materials may be transferred to a new supervisor.

C. Documents contained in supervisory files shall not be retained after one (1) year from said documentation.

## ARTICLE 19 –TRANSFER RIGHTS

Section 1. This procedure on involuntary transfers shall apply to the rank of Lieutenant only. Transfer of a Member is the movement from one (1) position or task assignment to another position or task assignment within the Department. The following may be reasons for transferring a Member:

i. A voluntary request;
ii. A lack of funding resulting from loss of federal/state funds;
iii. An administrative reorganization;
iv. An emergency;
v. A change in a Member's physical or mental condition as determined by competent medical authority.
vi. The resolution of a grievance, disciplinary action or other problem affecting the operational efficiency of a unit or organization;
vii. The need for additional personnel at a division or unit;
viii. The best interests of the Department.

Section 2. For any involuntary Member transfers pursuant to Section 1, Subsection ii, Members shall be transferred based on unit seniority with junior Members in the unit being transferred first.

Section 3. A Member shall be notified by the Chief of the intended involuntary transfer or duty assignment by ten (10) days' written notice setting forth with specificity the reason for said transfer, unless the Chief, in his sole discretion, declares an emergency or a Member agrees to waive the ten (10) days' notice. The written notification of transfer shall set forth the specific factual basis which constitutes the reason for the transfer. A Member who suffers a severe hardship as a result of the transfer may, however, request an extension of up to twenty-eight (28) days upon showing of specific cause.

Section 4. A Lieutenant may appeal an involuntary transfer in accordance with Article 12.

## ARTICLE 20 – RESIDENCY

No presently employed Member shall be required to live in Metro Louisville during the length of this contract.

## ARTICLE 21 - MAINTENANCE OF STANDARDS

Conditions of employment relating to wages, hours and working conditions shall be maintained as set forth in the Agreement unless a modification of said Agreement is negotiated between the parties.

## ARTICLE 22 - VEHICLE INSURANCE

Section 1. During any period when a Member is assigned a vehicle and upon proof that the Member has purchased non-owner vehicle insurance for that vehicle, Metro Government shall reimburse the Member the lesser of the cost of the insurance or one hundred fifty dollars ($150.00).

Section 2. So long as Metro Government provides the option to a Member, who is assigned a vehicle, owned or leased by Metro Government, and authorized for personal use, of entering into a Personal Use Liability Agreement, which provides liability protection for up to one hundred thousand dollars ($100,000.00) per accident while on personal use, then Metro Government is not obligated to reimburse the Officer the cost of non-owner vehicle insurance under this Article.

## ARTICLE 23 - LEGAL PROTECTION

Section 1. Metro Government shall provide for the defense of a Member in any action in tort arising out of an act or omission occurring within the scope of his employment. A Member shall be represented by the Jefferson County Attorney's Office or represented by private counsel with the prior written approval of the Jefferson County Attorney's Office when a claim is made against him as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of his official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

Section 2. If a settlement of a claim is made or a judgment is rendered against a Member and that Member was either represented by the Jefferson County Attorney's Office or represented by private counsel with the prior written approval of the Jefferson County Attorney's Office, that settlement or judgment shall be paid by Metro Government in accordance with the procedures, discretion, and determination vested in the Jefferson County Attorney's Office. Provided, however, Metro Government's responsibility under this Agreement to indemnify a Member shall not include any duty to pay punitive damages.

Section 3. In consideration of the good faith performance by Members of their official duties this grant of indemnity shall constitute an inviolable contract within the Metro Government, and the accrued benefit provided shall not be subject to reduction or impairment by alteration, amendment, or repeal.

Section 4. Upon receiving service of a summons and complaint in any action in tort brought against him or a notice of a claim to be made, a Member shall, within ten (10) days of receipt, give written notice of such action to the Chief or his designee.

Section 5. Metro Government may refuse to pay a judgment or settlement in any action against a Member, or if Metro Government pays any claim or judgment against any Member pursuant to Section 2 of this Article, it may recover from such Member the amount of such payment and the costs to defend if:

a. the Member acted or failed to act because of fraud, malice, or corruption; or
b. the action was outside the actual or apparent scope of his employment; or
c. the Member willfully failed or refused to assist the defense of the cause of action, including the failure to give notice to Metro Government pursuant to Section 4 of this Article; or
d. the Member compromised or settled the claim without the approval of Metro Government; or
e. the Member obtained private counsel without the consent of the Jefferson County Attorney's office, in which case, Metro Government may also refuse to pay any legal fees incurred by the Member.

Section 6. No provision of Article shall in any way be construed to abrogate the defense of governmental immunity.

## ARTICLE 24 - SALARY SCHEDULE

Section 1. The base hourly rate for Members effective upon approval of this Agreement shall be as indicated on the salary schedule attached through June 30, 2018. Members shall be placed on the pay grade of the salary schedule based upon the Member's seniority date.

Section 2. Effective upon approval of this Agreement, the salary schedule shall be the salary schedule in effect on June 30, 2010. Effective July 1, 2012 and ending on June 30, 2013, the base hourly rates shall be increased by one (1%) percent retroactive to July 1, 2012. Effective July 1, 2013 and ending June 30, 2014, the base hourly rates shall be increased by two (2%) percent retroactive to July 1, 2013. Effective for the fiscal year beginning on July 1, 2014 and ending on June 30, 2015, and for each subsequent fiscal year under this Agreement, ending on June 30, 2018, the base hourly pay rates for Members shall be increased by two (2%) percent each year.

## ARTICLE 25 – PENSION

Section 1. Metro Government shall enroll and begin required contributions to the County Employees Retirement System, Hazardous Duty Plan when an employee becomes a sworn member of the Department or as required by applicable law, whichever first occurs.

Section 2. Metro Government agrees to participate and contribute in the Federal Social Security program in accordance with the law, recognizing that some former members of the City of Louisville Police Department are not currently included in the Federal Social Security program.

## ARTICLE 26 - COURT PAY

Section 1. In the event that an active Member or a retired Louisville Metro Police Officer (or a retiree from the former Louisville Division of Police or the Jefferson County Police Department) is required to appear to testify in Court outside of his regularly scheduled work hours or after retirement, he shall be paid sixty dollars ($60.00) beginning July 1, 2013, regardless of the number of appearances or the number of courts he may attend on any given day. If a Member appears in different courts on the same day and the starting time of the courts is four (4) hours or greater apart, and each of the court appearances are outside the Member's regularly scheduled work hours, the Member will receive credit for two (2) appearances for that day. The parties to this Agreement acknowledge that the above rate shall be the agreed-upon rate for court appearances pursuant to applicable wage and hour laws.

Section 2. If an active Member's court appearance for which he was paid Court Pay as provided above is in excess of two (2) hours, the Member, if a Lieutenant shall be paid for the time in excess of two (2) hours at one and one-half times (1 ½) his regular rate of pay and if a Captain shall receive one and one-half (1 ½) hours of compensatory time for each hour worked in excess of two (2) hours.

## ARTICLE 27 – OVERTIME

Section 1. A workday shall consist of eight (8) hours except for Members assigned to units utilizing a 4/10 schedule, in which case a workday shall consist of ten (10) hours. A regular workweek shall be forty (40) hours in any calendar week.

A. All Lieutenants covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of a regular work day or a regular forty (40) hour work week. There will be no pyramiding of overtime; a Lieutenant will be paid for the same hours only once. Annual leave/holidays and sick days shall not be computed as days worked for purposes of overtime.

B. Captains shall accrue compensatory time at straight time. A supervisor shall approve in advance the use of accumulated compensatory time. Upon separation, a Captain shall be paid for all accumulated compensatory time up to eighty (80) hours. No

more than two hundred (200) hours of compensatory time may be carried forward from one (1) calendar year to the next.

C. In instances where a Lieutenant is recalled to work outside scheduled shift hours, the Lieutenant will receive overtime pay for all hours worked during the recall, regardless of whether or not the Lieutenant worked forty (40) hours during the workweek. A minimum of one (1) hour of overtime shall be paid even if the call out is cancelled.

D. In instances where a Lieutenant works overtime under a federal or state grant funding source or federal or state agreement funding source, specifically designated for overtime for police patrol, investigations or other police enforcement or police protection duties, the Lieutenant will receive overtime pay for all hours worked over forty (40) hours during that workweek. For this paragraph, annual leave/holidays and sick leave shall be computed as days worked for overtime purposes.

E. In instances where a Lieutenant works overtime paid from forfeited federal funds or forfeited state funds, specifically designated for overtime for police patrol, investigations or other police enforcement or police protection duties, the Lieutenant will receive overtime pay for all hours worked over forty (40) hours during that workweek. For this paragraph, annual leave/holidays and sick leave shall be computed as days worked for overtime purposes.

Section 2. Lieutenants are scheduled in advance to work a forty (40) hour schedule. Unit Commanders will submit a monthly off day schedule through their Division Commander to the Chief of Police. The Department will modify schedules as far in advance as possible to accommodate special events, provided however, no advance notice is necessary to inform the Members that the monthly off day schedule shall not be in place during the Kentucky Derby Festival, Kentucky Oaks and Kentucky Derby events. The Department will only modify schedules within a scheduled workweek in order to respond to disasters, emergencies declared by the Chief, or to achieve specific law enforcement objectives. Supervisors will not change schedules during a scheduled workweek solely to avoid paying overtime. Nothing herein shall preclude the Department from granting a Member's request for a schedule change.

Section 3. The Department shall not change an employee's scheduled off day(s) unless seven (7) days' notice is given. Provided, however, this seven (7) days' notice shall not have to be given if the Chief, in his sole discretion, declares an emergency or an employee agrees to waive the notice.

Section 4. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven (7) minutes or less of overtime shall receive no payment or compensatory time. Members working eight (8) or more minutes of overtime shall receive payment or compensatory time for fifteen (15) minutes of overtime.

Section 5. Metro Government shall freeze previous accumulation of compensatory time of Lieutenants. Lieutenants shall be allowed (with supervisor approval) to use any of

his/her previously accumulated compensatory time. Upon separation, a Lieutenant shall be paid for all accumulated compensatory time up to eighty (80) hours.

Section 6. No regularly scheduled off days consecutive with approved leave shall be changed unless the Chief, in his sole discretion, declares an emergency or a Member agrees to waive the notice. The intent of this section is to prevent a Member from being unexpectedly recalled from vacation because of an off day change.

## ARTICLE 28 - SPECIAL DUTY PAY

Section 1. When a Member is assigned by the Chief or his designated representative and works in an acting capacity in a position having a higher classification than his regular position, the Member shall be paid at the rate established for the higher classification for every hour or major portion thereof that the Member serves in such capacity. A Member shall have the option to refuse working in an acting capacity. No Member shall be required to work in an acting capacity in a vacant position in a higher classification for a period longer than sixty (60) days.

Section 2. Lieutenants that serve in an acting capacity in a position above the rank of Captain shall be paid at the same rate as the lowest paid LMPD employee in that higher classification, or a Captain with the same number of years of service as the Lieutenant in the acting capacity, whichever is greater.

## ARTICLE 29 - SPECIAL ASSIGNMENT PAY

Section 1. Canine Officers and any other Lieutenant or Captain acting as dog handlers shall receive special assignment pay equal to forty five (45) minutes of paid time each calendar day for time spent during non-working hours caring for and maintaining their animals. Canine Officers shall not receive special assignment pay for calendar days their animals are placed in a kennel.

Section 2. Lieutenants and Captains shall receive fifty ($.50) cents per hour shift differential where their regularly scheduled shift begins between 2200 and 0200 hours.

## ARTICLE 30 - PAID AND UNPAID LEAVES

Section 1. Annual Leave/Holidays.

A. Upon the effective date of this Agreement, full-time Members are eligible to accrue annual leave/holidays with pay as provided in the schedule set forth below:

| Years of Service | Bi-weekly Leave Earned |
|---|---|
| 1 through 4 years | 6.24 hours |
| 5 through 9 years | 8.08 hours |

| | |
|---|---|
| 10 through 14 years | 9.00 hours |
| 15 through 19 years | 9.93 hours |
| 20 through 24 years | 10.85 hours |
| 25 through 29 years | 11.78 hours |
| 30 years and over | 12.71 hours |

B. The annual leave/holidays listed above shall be paid leave days with the provision that eight (8) annual leave/holidays may be redeemed as pay on December 1 of each calendar year. The paid days taken in lieu of the annual leave/holidays shall be at the Member's regular rate of pay. Redeemed annual leave/holiday pay shall be paid by direct deposit.

C. From November 1 to November 30 of each year, a Member may submit one (1) primary annual leave/holiday request of a maximum of eighty (80) consecutive hours for the following calendar year and any contiguous consecutive days following that year to his immediate supervisor. Requests shall be submitted on the Agency Web system or departmentally approved equivalent. The primary request will be grouped by rank and granted based on seniority. Primary annual leave/holiday requests shall be granted/denied on or before December 15 of each year. Years of service shall be computed by using seniority as set forth in Article 9. Approved leave of any duration of forty (40) hours or more cannot be canceled unless an emergency is declared by the Chief. Approved leave, of thirty-nine (39) hours or less cannot be canceled without approval of the Chief or designee.

A Member may submit other annual leave/holiday requests at any time during the calendar year. A Member may also submit other annual leave/holiday requests for the following calendar year after December 15 of the current calendar year. The Member's immediate supervisor shall grant/deny said leave request within a reasonable time not to exceed ten (10) days. A supervisor shall not deny said request if adequate personnel are scheduled at the time the leave request is made.

D. Annual leave/holiday accrual is cumulative to the extent set forth herein. Accrued annual leave/holidays cannot exceed four hundred eighty (480) hours and any leave in excess of this amount must be taken by December 31st of any calendar year. Upon separation of employment other than through retirement, a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed three hundred twenty (320) hours. Upon retirement, a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed four hundred (400) hours, with no employer or employee pension contributions. However, if the Member has at least sixty-four (64) hours of accrued annual leave/holidays, then sixty-four (64) hours of the aforementioned four hundred (400) hours shall be paid by separate check as holiday pay, which pay shall be subject to employer and employee pension contributions. Payment for annual and holiday leave shall be based on the Member's regular rate of pay.

Section 2. Personal days.

In addition to the annual and holiday leave allowed above, there shall be, each year, thirty-two (32) personal hours of leave time granted which must be taken as time off in the year granted, and shall not accumulate beyond the year when granted. The paid hours taken as personal hours shall be at the regular rate of pay of the Member. Approved time off of personal hours cannot be cancelled unless an emergency is declared by the Chief.

Section 3. Bereavement Leave.

In the event a death occurs in a Member's immediate family, the Member shall be granted up to three (3) workdays of leave with pay. The immediate family consists of a Member's spouse, children, step-children, parents, parents-in-law, step-parents, grandparents, grandparents-in-law, brothers, step-brothers, sisters, step-sisters, grandchildren, aunts, uncles, legal guardian (present and former) and any member of a Member's household.

Section 4. Other Leaves

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a Member's absence. Leaves are granted on the assumption that the Member will be available to return to regular employment when the conditions necessitating the leave permit.

The duration of each leave of absence will depend upon each circumstance and the recommendation and approval of the Chief of Police. The leave of absence is considered a privilege. Granting of leaves of absence will be administered with utmost discretion, taking into account the Member's service record and the circumstances necessitating the request. Intended period of absence from work must be indicated. When the need to be absent is known, the Member will be expected to advise the Chief of Police in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The Member shall be returned to the same or equal employment, unless circumstances of the agency have so changed as to make it impossible or unreasonable to do so. Leave of absence shall be without pay and benefit accrual unless otherwise directed by the Chief. All applicable paid time off must be exhausted prior to the leave becoming unpaid. Members returning from a leave of absence may be required to undergo a fitness for duty evaluation process and if returned to duty will be assigned based on the needs of the department.

## ARTICLE 31 - SICK LEAVE

Section 1.

A. Members shall request paid sick leave of the Chief of Police or his duly authorized representative. The Chief or his duly authorized representative shall not unreasonably or arbitrarily deny paid sick leave. Sick leave with pay shall be granted to Members when they are unable to perform their duty because of sickness or injury.

B. There shall be no limit on the amount of paid sick leave the Chief may authorize, however, Members on extended paid sick leave are required to report on their status in writing to the Chief of Police every thirty (30) days, including a medical certification of their diagnosis and prognosis, and the medical necessity for the continued use of sick leave.

C. A Member who is absent from work for three (3) or more consecutive work days or where the Unit/Division Commander has reasonable suspicion to believe an abuse of sick

leave may be occurring, may be required to provide a medical statement from his treating physician.

D. Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal.

Section 2. It is the intent of this Article to provide sick leave for eligible Members; however, it is understood that during the time when a Member uses sick leave in excess of a calendar working month, he shall not accrue nor be compensated for holidays or other monetary allowances; and it is further understood that during the time when a Member uses sick leave in excess of six (6) weeks, he shall not accrue or be compensated for annual leave.

Section 3. A Member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his/her commanding Officer or other competent authority as designated by the Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

Section 4. Light Duty

A. It is the responsibility of a Member to advise the Office of the Chief of Police through the appropriate chain of command of an inability to perform all job functions required of active duty status. Notice of the Member's inability to perform all job functions required of active duty status must be made in writing, clearly stating the reason the Member is not able to physically, mentally, or emotionally perform the duties required of active duty status. The Chief of Police retains the sole discretion to approve or deny requests for "light duty" status. Metro Government may require Members on sick leave to work in a light duty capacity, subject to a review and/or medical examination by competent medical authority of Metro Government's choosing and at Metro Government's cost. Metro Government may require Members that were injured in the line of duty to work in a light duty capacity, following a review and/or medical examination by competent medical authority of Metro Government's choosing and at Metro Government's cost. In the event a Member's physician disagrees with Metro's physician regarding the Member's ability to work light duty, the Member may grieve the finding of Metro's physician directly to Step 2 of the grievance process outlined in Article 12 – Grievance Procedure. During this grievance, the Member may submit a detailed opinion from a third physician of the Member's choosing and at their expense. The Chief will consult with Metro's physician before rendering a decision. The Member may not be required to work light duty following a decision by the Chief while the Member progresses through the remaining grievance steps, however, in the event the Member decides not to appeal to the next step, or the arbitrator determines the Member was able to work light duty, the Member will be charged vacation hours for sick leave or injury leave used following Step 2 of the Grievance Procedure.

B. "Light duty" status permits a Member who is unable to perform all job functions, but is not so disabled as to warrant sick leave, to return to work at less-than-full duty while recovering. For purposes of this directive, conditions justifying assignment to "light duty" status include, but are not limited to, any disability rendering it medically unsafe for a Member to perform full job functions and for a sworn Member to perform full police functions.

C. Members on "light duty" status shall report in writing to the Chief of Police every thirty (30) days of their status, including a medical certification of their diagnosis and prognosis.

When a Member's physician certifies in writing that the Member is able to perform all job functions and return to active duty status, the Member shall notify the Office of the Chief of Police in writing, including all pertinent medical certification. Upon review of the Member's request, the Chief of Police shall notify the Member whether (1) the request to return to active duty is authorized or (2) more information is required prior to an authorization for return to active duty.

Section 5. Sick leave with pay may be granted at the discretion of the Chief to a Member in case of illness or disability in the Member's immediate family reasonably requiring the presence of the Member. The immediate family of the Member for the purpose of this section shall include parents, spouse and children.

Section 6. Maternity and Paternity Leave

A. Members shall be granted six (6) weeks of paid maternity leave. Members requiring additional leave for medical reasons must submit a physician's statement to the Division/Unit Commander including the medical necessity for additional use of sick leave.

B. Members shall be granted up to seven (7) days of paid paternity leave. Members requiring additional leave for family medical reasons shall refer to Section 5 above.

C. Members adopting a child shall be granted up to seven (7) days of paid adoption leave at the Chief's discretion. If both parents are Members of the Department, each Member may have up to seven (7) days at the Chief's discretion.

## ARTICLE 32 - IN-LINE-OF-DUTY INJURIES AND DEATH IN-LINE-OF-DUTY

Section 1. The Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty injuries and disabilities resulting from an in-line of-duty injury sustained by Members; provided, however, that such payment is to be made only in excess of, or if not otherwise paid by, all applicable hospital, medical and worker's compensation insurance, or other remunerative process.

Section 2. The term in-line-of-duty injuries shall be construed to mean those injuries sustained by Members when in actual performance of their duties during normal duty hours. It shall also include those injuries sustained not during normal duty hours; provided, however, that the Member was acting within his scope of employment when such injury occurred.

Section 3. In the event a Member should receive service disability injuries rendering him temporarily unable to perform his duties, he shall continue to receive his salary at his regular rate of pay for a period not to exceed one (1) year; provided, however, that the Member endorse and turn over to the Metro Government any worker's compensation income benefits due or received. In the event that the Member's injuries or disability is not temporary, the Member shall, at the earliest time, apply for disability retirement, early retirement or normal retirement. Metro Government reserves the right to require the Member to provide evidence to support the need for

the Member's inability to return to work as a result of the in-line-of-duty injury, such as a medical statement from the Member's treating physician establishing either an expected return to work date or a firm follow-up visit with the physician, and/or to require examination of the Member by a reputable physician of Metro Government's choosing at Metro Government's cost.

Section 4. In the event that a Member dies as a result of service connected cause, the Metro Government shall pay to the beneficiary designated by the Member or in the event there is no designated beneficiary, then to the Member's estate, in addition to applicable pension benefits, and in supplement to any Worker's Compensation income benefits and Social Security benefits which may be due, in lump sum, an amount equal to twelve (12) months of the Member's rate of pay on the salary schedule attached to this Agreement.

Section 5. It is understood that the intention of Section 4 is to compensate dependents in the event of death of a Member causally related to his service as a police Officer as distinguished from the normal hazards to which general Members of the public are exposed. The presumptions contained in KRS 79.080 are incorporated herein.

Section 6. In the event that any supplementary payment is made under this Article, and subsequent Worker's Compensation income benefits are paid to the Member or his widow or dependents for the period for which payment under this Article has been made, the Member or his widow or dependents shall refund to the Metro Government an amount equal to any Worker's Compensation income benefit received for a period for which the salary of the Member has been paid by the Metro Government under this Article. However, it is understood between the parties hereto that the obligation to refund Worker's Compensation income benefits shall apply only to those benefits that accrued for the periods during which Metro Government has paid the Member's salary. Repayment shall not be required from any award received representing monies paid for residual or permanent injury, be it total or partial, for any period for which the salary of the Member has not been paid by the Metro Government.

## ARTICLE 33 - HEALTH INSURANCE

Section 1. Health Insurance Plan Effective July 1, 2013

A. In addition to health insurance plans available to all Metro Government employees (hereafter "non-FOP plans") that are also available to Members, Metro Government shall offer Members the option to enroll in a hospital and medical coverage health insurance plan only available to Members (hereafter "FOP-only plan"). The benefits of the FOP-only plan shall be the same as the benefits and coverage offered to FOP Members in Health Plan Year 2013 (July 1, 2012 – June 30, 2013).

B. Effective July 1, 2013, the Member shall pay the following for monthly premiums:

| Type of Coverage | FOP-only plan | Non-FOP Plan |
|---|---|---|
| Employee only | $40 | $40 |
| Employee + Child(ren) | $60 | $40 |
| Employee + Spouse | $60 | $40 |

| | | |
|---|---|---|
| Employee + Qualified Adult | $60 | $40 |
| Employee + Spouse + Child(ren) | $100 | $50 |
| Employee + Qualified Adult & Child(ren) | $100 | $50 |

Section 2. Health Insurance Plan for Members Hired After July 1, 2013

The health insurance benefit plans available to all Metro Government employees (the "Metro Plans") are the benefit plans, and only benefit plans available to FOP Members hired on or after July 1, 2013. Members hired on or after July 1, 2013 will pay the same premiums available to all other Metro Government employees.

Section 3. Patient Protection and Affordable Care Act (PPACA)

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

## ARTICLE 34 - CLOTHING AND EQUIPMENT ALLOWANCES

Section 1. Members shall receive an annual clothing allowance of fifteen hundred dollars ($1,500.00), payable in quarterly payments by separate direct deposit, beginning July 1 of each fiscal year. Provided, however, that such allowance shall not begin until six (6) months after distribution of the initial issue of clothing and further, that after such six (6) months the allowance shall be prorated for the first quarter depending on the time when the six (6) month period ends.

Section 2. Members shall receive an annual equipment allowance of nine hundred dollars ($900.00) payable in quarterly payments by separate direct deposit, beginning July 1 of each fiscal year. Provided, however, that such equipment allowance shall not begin until six (6) months after distribution of the initial issue of equipment and further, that after such six (6) months the allowance shall be prorated for the first quarter depending on the time when the six (6) month period ends.

Section 3. If a Member has been assigned to a non-uniform function for three (3) years or longer requiring the exclusive wearing of civilian clothing (rather than a uniform) and thereafter is transferred to a uniform function, Metro Government will pay such Member upon transfer seven hundred fifty dollars ($750.00) for uniform replacement as needed.

Section 4. Metro Government will furnish a Member covered by this Agreement with new articles of clothing or equipment to supply or replace any portion of the official uniform or equipment that are added or changed in design.

Section 5. A Member who resigns or retires from service shall be permitted to retain the uniform clothing as the Member's own property, but shall be required to return to Metro Government the official equipment issued to the Member by Metro Government.

Section 6. Effective July 1, 2009, Members shall be provided an increase of the allowances set forth in this Article of a total of sixty dollars ($60.00) per month payable bi-weekly.

## ARTICLE 35 - LIFE INSURANCE

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

A. Fifteen thousand dollars ($15,000.00) payment upon death of the insured, or that amount of insurance provided to other Metro Government employees, whichever is greater; and

B. Fifteen thousand dollars ($15,000.00) accidental death and dismemberment insurance, or that amount of insurance provided to other Metro Government employees, whichever is greater.

## ARTICLE 36 - TUITION BENEFITS

Members are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all employees of Metro Government.

## ARTICLE 37 - PERSONAL PROPERTY REIMBURSEMENT

Section 1. Members desiring to be reimbursed by Metro Government for personal property lost or damaged while on duty or responding to an official police action may submit to the Chief in-writing such request, indicating the circumstances and particulars (including date, time and place) of the incident giving rise to such claim, a description of the property lost or damaged, proof of purchases and acquisitions, date of purchase or acquisition, value when purchased or acquired, and value claimed at time of loss or damage.

No such request shall be submitted unless and until all other avenues of reimbursement have been exhausted, including criminal court orders, restitution and insurance. All such requests shall carry the Member's certification that no other reimbursement or indemnity for the same property has been claimed, received, or is applicable, and that any reimbursements made by Metro Government shall be prepaid if reimbursement, restitution, insurance or other indemnity is received at any time by the Member for the loss claimed.

Upon receipt of any such request, the Chief shall approve or disapprove the request.

Section 2. Personal property covered in paragraph 1 shall not exceed four hundred dollars ($400.00) for any one (1) incident, but weapons and uniforms are not included in the maximum reimbursement.

## ARTICLE 38 – GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

## ARTICLE 39 - ENTIRE AGREEMENT

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

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

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

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

## ARTICLE 40 – TERM

Section 1. This Agreement shall become effective upon approval by the parties and shall remain in effect up to and including June 30, 2018 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.

Section 2. Should either party desire to alter any portion of any terms hereof that party shall notify the other party in writing not less than one hundred twenty (120) days prior to June 30, 2018.

Section 3. Metro Government intends to continue the special employment benefit provisions (fringe benefits) of this Agreement upon expiration of this Agreement during the pendency of good faith negotiations for a new collective bargaining agreement. The Metro Government agrees that such benefits shall not be arbitrarily terminated.

Section 4. Metro Government agrees to provide the Lodge written commitment to begin negotiations for a successor agreement as soon as possible prior to February 1, 2018.

**IN WITNESS WHEREOF,** the Parties have affixed their signatures this 24th day of January, 2013.

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

By: _____
**GREG FISCHER**
**MAYOR**

Date: 1/24/14

**RIVER CITY FRATERNAL ORDER OF POLICE, LODGE 614**

By: _____
**DAVID MUTCHLER**
**PRESIDENT**

Date: 1/7/14

By: _____
**STEPHEN S. LAZARUS**
**HARDIN, LAZARUS & LEWIS, LLC.**
**COUNSEL, FOP LODGE # 614**

Date: 1/5/14

**APPROVED AS TO FORM:**

_____
**MICHAEL O'CONNELL**
**JEFFERSON COUNTY ATTORNEY**

## APPENDIX 1 - DRUG TESTING POLICY AND PROCEDURES

### Policy Statement

The policy of the Louisville Metro Police Department (hereinafter "Department") is to maintain a drug-free work environment and workforce.

The River City Fraternal Order of Police, Lodge # 614 (hereinafter the "Lodge") and the Department agree that there are compelling interests which demand that the Louisville Metro Police Department's Members be drug-free. Public confidence in its law enforcement agency is directly related to the integrity of the agency's Members, and the public has a right to expect that those they employ to protect them are both physically and mentally prepared to assume their duties at all times, free from the serious impairments which result from the use of controlled substances and other forms of drug abuse.

### Definitions

1. **Drug Test** - The production and submission of urine by a Member, in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.

2. **Reasonable Suspicion** - A reasonable suspicion is an articulable belief that a Member is using or is under the influence of illegal drugs, drawn from specific and particularized facts and reasonable inference from those facts. Reasonable suspicion that a Member uses or is using illegal drugs may be based upon, but not limited to:

   a. Observable phenomena such as direct observation of drug use, possession of drugs, or the physical symptoms of being under the influence of a drug;

   b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

   c. Arrest or conviction for a drug-related offense or the identification of a Member as the focus of a criminal investigation into illegal drug possession, use or as the focus of a criminal investigation into illegal drug possession, use or trafficking;

d. Facts or circumstances that develop in the course of an authorized investigation of an accident or unsafe work practice;

e. Information provided by reliable and credible sources or information independently corroborated;

f. Newly discovered evidence that the Member has tampered with a previous drug test.

3. **Individual Suspicion** - Reasonable suspicion that a Member is illegally using a prohibited substance.

4. **Medical Review Member (MRO)** - Licensed physician with knowledge of substance abuse disorders whose role is to review and interpret test results obtained through drug testing under this policy.

## Procedures and Rules

1. **Prohibited Activity** - The following rules apply to all Members, while on or off duty:

a. No Member shall use or possess any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes in any manner violative of any federal or state law or departmental rule.

b. No Member shall ingest any controlled substances as defined in Chapter 218A of the Kentucky Revised Statutes unless as prescribed by a licensed medical practitioner and in compliance with departmental rules concerning same.

c. Any Member who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor, or if off duty to an on duty supervisor, so that appropriate medical steps may be taken to insure the Member's health and safety. Any Member who refuses an order to submit to a drug test pursuant to this procedure is subject to dismissal.

d. All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets, and computer hardware and software are subject to inspection at any time. Members are prohibited from placing or keeping any contraband or unauthorized equipment or items in said departmentally owned facilities. Sealed

containers or personal items such as purses or briefcases found therein are subject to search if there is reasonable suspicion that they contain contraband.

2. **Random Testing**

a. Every Member will be required as a condition of continued employment to submit to unannounced random drug tests during the course of the Member's employment.

b. Testing under this provision shall be conducted on a random basis, and this procedure will not be used in order to effectuate a test on any particular individual Member.

c. The Department will attempt to conduct approximately the same number of unannounced tests each month, but will not be bound by any numerical formula.

d. All personnel assigned to the Narcotics/Vice Unit shall comprise a separate pool for the purpose of selection for random testing. There will be no limit to the frequency of selection from this pool.

3. **Drug Testing on Basis of Transfer**

All Members shall be required to submit to a drug test as a condition of transfer to the Air Patrol, the Special Investigations Unit or the Narcotics/Vice Unit. Additionally, all applicants for ancillary units such as SWAT Team, Hostage Negotiations Team and Bomb Squad are required to take a drug test as a requirement for consideration as a Member.

4. **Drug Testing on the Basis of Individualized Reasonable Suspicion**

a. Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug usage whenever reasonable suspicion exists as to that Member's use of prohibited drugs.

b. If reasonable suspicion is established that a Member is in violation of this policy, the Member shall be relieved of duty and his police authority suspended. The Member shall not engage in any law enforcement activities. The suspension shall remain in effect until a final determination of policy compliance has been made.

c. The person of any Member is subject to a reasonable search only upon consent or reasonable suspicion that they are in possession of any controlled substance or other contraband in violation of this policy.

d. The Chief of Police, Bureau Chiefs and the majors shall have the authority to direct any Member to submit to a drug test based on the reasonable suspicion standard.

**Notification for Testing**

1. Testing based upon reasonable suspicion shall be done as soon as possible without any prior notification to the Member.

2. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing. Upon notification, Members shall be afforded the opportunity to change into civilian clothing. The change of clothing must be immediately available, and the clothing change must occur at the Member's Division or Unit.

***Drug Testing Procedures***

1. **Location** - The test shall be given at an authorized, private collection facility as designated acceptable by the Chief of Police. The location shall be secure and afford reasonable privacy to the Member.

2. **Specimen Collection**

a. Before testing, the Member will be requested to produce a departmental identification card for positive identification. Each Member will be informed that they may request a split sample and the procedures for same.

b. Before submitting to urinalysis, a Member shall be asked and shall be under a duty to provide a list of any and all prescription or over-the-counter medications taken by a Member within thirty (30) days of the sample. This information shall be retained and forwarded to every testing facility being utilized.

c. In a logbook the collection site personnel will enter the date, the Member's identification number, and the time that the specimen is being collected in the appropriate spaces. The collection site personnel will then sign their name next to these entries and the Member will initial. The logbook will be maintained at the testing facility in a secure file cabinet and will be subject to the confidentiality provisions of this policy. The specimen collected from the Member shall be

identified only by the Member's identification number throughout the testing process. The testing laboratory will not have access to the Member's name.

d. The Member shall be requested to remove any unnecessary outer garments (e.g., coat, jacket) that might conceal items or substances that could be used to tamper or adulterate the urine sample. All personal belongings (e.g. purse, briefcase) shall remain with the outer garments. The collection site personnel requesting the specimen shall note any unusual behavior or activity by the Member. The Member may be required to a pat down search.

e. The Member will be escorted to the collection area and instructed to wash and dry his hands prior to urination. After washing hands, the Member shall remain in the presence of the collection site personnel collecting the specimen and shall not have access to water fountains, faucets, soap-dispensers or cleaning agents.

f. At the collection site, toilet bluing agent shall be placed in the toilet tank whenever possible, so the water in the toilet bowl always remains blue.

g. The Member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection site personnel will not be in direct observation of the act of urination (except as provided in subsection "h" below). The Member will be allowed to provide a specimen in the privacy of a stall or otherwise partitioned area that allows for privacy.

h. Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe that the Member will attempt to adulterate the sample. Reasonable grounds will exist when there is evidence that the Member has tampered with the specimen obtained in a previous test, or the Member is discovered to have or be in possession of items or substances that could be used to adulterate the sample.

i. Collection site personnel shall always attempt to have the container or specimen bottle in sight before and after the Member has urinated. Containers shall be tightly capped, properly sealed, and properly labeled and initialed by the Member and collection site personnel. A chain of custody form sufficient to maintain the specimen's integrity and acceptable to testing labs shall be utilized for maintaining control and accountability from the point of collection to the final disposition of the specimen. Appropriate chain of custody requirements will be maintained and every effort will be made to minimize the number of persons handling the specimen.

j. Upon receiving the specimen from the Member, the collection site personnel will determine if it contains at least sixty (60) milliliters of liquid and is within normal body-temperature range.

k. If a Member is unable to produce an adequate sample, the Member must be provided a reasonable amount of time to do so. The Member may be given a reasonable amount of liquid (e.g., glass of water) if the Member is unable to produce a specimen. The Member will remain under observation until able to provide a specimen.

l. Specimens found to be outside of the normal body temperature range will be rejected and the Member will be asked to provide another sample. The second specimen will be collected under direct supervision. Both specimens will be submitted for urinalysis. Occurrences of this nature will be fully documented by the collection site personnel collecting the specimen.

m. All samples confirmed positive shall be retained and placed in properly secured long-term storage for at least 365 days or longer if requested by the Member or the Department.

3. **Testing Methodology**

a. A testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS), shall perform the urinalysis of a Member who is required to submit to a drug test. A testing laboratory, duly accredited by HHS, shall also perform the urinalysis and the split-sample if requested by the Member. Only trained, qualified and certified lab technicians shall perform all urinalyses. The specimens will be kept secure and the chain of custody noted on the form submitted with the specimen.

b. The initial test to be utilized for the drug screen shall be an immunoassay test, unless the sample is being tested for the presence of anabolic androgenic agents, in which case the initial test utilized shall be Gas Chromatography with Mass Spectrometer (GC/MS). All specimens identified as positive on the initial test shall be confirmed by the GC/MS test. The initial cutoff levels to be used when screening specimens to determine whether they are negative are:

**Initial Test Level (ng/ml)[1]**

[1]Nanograms per milliliter

| | | |
|---|---|---|
| 1. | Marijuana metabolites | 50 |
| 2. | Cocaine metabolites | 300 |
| 3. | Opiate metabolites | 2000[2] |
| 4. | Phencyclclidine | 25 |
| 5. | Amphetamines | 1,000 |
| 6. | Anabolic Androgenic Agents | |
| | Testosterone | 6:1 ratio[3] |
| | All other anabolic | |
| | Androgenic agents | Any detectable amount |

c. All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be quantitative analysis.

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

**Confirmatory Test Level (ng/ml)**

| | | |
|---|---|---|
| 1. | Marijuana metabolites[4] | 15 |
| 2. | Cocaine metabolites[5] | 150 |
| 3. | Opiate metabolites | |
| | Morphine | 2,000 |
| | Codeine | 2,000 |
| 4. | Phencyclclidine | 25 |
| 5. | Amphetamines | |
| | Amphetamine | 500 |
| | Methamphetamine | 500 |
| 6. | Anabolic Androgenic Agents | |
| | Testosterone | 6:1 ratio |

[2] 23 ng/ml if immunoassay specific for free morphine

[3] Every individual maintains a normal amount of the hormones testosterone and epitestosterone. A level of testosterone six times greater than the level of epitestosterone is considered a positive result for testosterone abuse.

[4] Delta-9-tetrahydrocannabidol-9-carboxylic acid.

[5] Benzoylecgonine.

| | |
|---|---|
| All others | Any detectable amount |

d. Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

In the event of a confirmed positive test, the Member will be required to submit a copy of the prescription and the verification from the prescribing physician for any prescription medication declared by the Member in the pre-test interview required by these procedures.

The MRO may interview the Member, review medical history, consult with laboratory personnel and order re-testing as determined to be necessary.

If no alternative medical explanation can be determined, the test will be designate as verified positive by the MRO.

e. The MRO will report all results to the Commander of Special Investigations, who will forward the results to the Chief of Police. Upon review, the Chief of Police will determine appropriate action and provide notification to the Member.

4. **Disciplinary Action.**

A Member who tests positive for illegal drugs shall be subject to discharge.

5. **Employee Assistance Program.**

Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Agreement. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Agreement for seeking such assistance.

6. **Records Retention and Use**

Records of a positive drug test or refusal to submit to such test as provided in this Agreement shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, Police Merit Board appeal or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

7. **Changes in Testing Procedure.**

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

# APPENDIX 2

## *FOP - Police Captain & Lieutenant (U48) Wage and Longevity Schedule*

July 1, 2010 through June 30, 2011

| 4-5 yrs | 6-7 yrs | 8-9 yrs | 10-11 yrs | 12-13 yrs | 14-15 yrs | 16-17 yrs | 18-19 yrs | 20-21 yrs | 22-23 yrs | 24-25 yrs | 26 + yrs |
|---|---|---|---|---|---|---|---|---|---|---|---|

***Police Captain***

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 38.74 | 39.44 | 40.22 | 40.98 | 41.76 | 42.54 | 43.35 | 44.17 | 45.44 | 46.77 | 48.12 |
| | 80,579.20 | 82,035.20 | 83,657.60 | 85,238.40 | 86,860.80 | 88,483.20 | 90,168.00 | 91,873.60 | 94,515.20 | 97,281.60 | 100,089.60 |
| | 3,099.20 | 3,155.20 | 3,217.60 | 3,278.40 | 3,340.80 | 3,403.20 | 3,468.00 | 3,533.60 | 3,635.20 | 3,741.60 | 3,849.60 |

***Police Lieutenant***

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 | STEP 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 33.61 | 34.25 | 34.88 | 35.55 | 36.22 | 36.90 | 37.60 | 38.29 | 39.02 | 40.15 | 41.30 | 42.51 |
| | 69,908.80 | 71,240.00 | 72,550.40 | 73,944.00 | 75,337.60 | 76,752.00 | 78,208.00 | 79,643.20 | 81,161.60 | 83,512.00 | 85,904.00 | 88,420.80 |
| | 2,688.80 | 2,740.00 | 2,790.40 | 2,844.00 | 2,897.60 | 2,952.00 | 3,008.00 | 3,063.20 | 3,121.60 | 3,212.00 | 3,304.00 | 3,400.80 |

## APPENDIX 3. Excerpt from FOP CBA with Officers and Sergeants *(2011-2018)*

Section 3. The Lodge may select no more than six (6) representatives who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly, Three (3) of the Lodge representatives shall be allowed to so serve without loss in compensation. The remaining Lodge representatives shall use their accumulated days, annual leave or holidays for such purposes. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representative substitution/replacement.

Section 4. A Member elected and serving as President of the Lodge, shall beginning July 1, 2013, receive his full salary and all benefits to which he is normally entitled as a sworn Member of the Police Department working a straight forty (40) hour week, and he shall be relieved of all obligation to work as a sworn Member of LMPD, and he shall be free to conduct the affairs of the Lodge without being subject to the authority of the management of LMPD except as provided herein. The President's work schedule will consist of five (5), eight (8) hour days per week, except as described in Section 4 (B-3) and Section 4 (B-9) of this article. A Member elected and serving as President of the Lodge shall be entitled to all of his salary and fringe benefits from the Metro Government while conducting union business provided:

A. If the President of the Lodge is employed by Louisville Metro Government then on July 1, 2013, and on each successive July 1, Metro's obligation to provide annual leave/holidays under Article 30 – Paid and Unpaid Leaves, of this Agreement, shall be reduced by three (3) hours of accrued annual leave/holiday time during the first full pay period that occurs each July, to compensate Metro Government for the salary and benefits of the President of the Lodge. In all remaining pay periods throughout the fiscal year (July 1 through June 30), Members will accrue annual leave/holidays as indicated in Article 30 – Paid and Unpaid Leaves.
B. The President of the Lodge, if a sworn Member of LMPD, shall adhere to the following:
    1. Meet minimum training requirements, as established by LMPD for all Members of the same rank as the President of the Lodge. Attend and satisfactorily complete required training as directed by LMPD. Maintain the same certification as all other LMPD Officers.
    2. Responds to emergency calls.
    3. Be assigned policing duties during declared emergencies as determined by the Chief of Police.
    4. Work assigned details, if required by LMPD, during work weeks when off days and vacation leave are restricted for the majority of Members.
    5. Use and maintain LMPD equipment properly.
    6. Maintain a uniform as outlined in LMPD Standard Operating Procedures (SOPs).
    7. Attend court pursuant to a validly issued subpoena.
    8. Carry LMPD identification, a LMPD badge and a departmentally approved weapon as outlined in LMPD SOPs.
    9. Take action in case of criminal violations.

10. Adhere to the standards of conduct as set forth by this Agreement and LMPD SOPs. Sustained violations of SOPs will be grounds for discipline for the President of the Lodge, consistent with similar sustained violations of other LMPD Members.
11. Shall be subject to Article 17 – Disciplinary Procedure and Bill of Rights of this Agreement, and will provide a statement to the Professional Standards Unit if required by LMPD.
12. Will provide the LMPD Chief's Office his/her work schedule one (1) week in advance. The parties acknowledge and agree that LMPD cannot control or dictate the details of the performance of the President of his duties as an Officer of the Lodge beyond what has been agreed to herein. It is to the mutual benefit of the parties to have the President available to the LMPD for the proper and effective performance of the contract. Lodge business performed by the President of the Lodge beyond the forty (40) hours per week agreed to in this agreement is not to be considered work for the benefit of or suffered or permitted by LMPD. When LMPD directs the President to work over forty (40) hours per week, under Section 4 (B-3) and 4 (B-4) of this Article, overtime shall be paid by Metro.

The President of the Lodge shall be permitted to authorize leave for any Member(s) of the Board of Directors to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge. The total amount of leave authorized by the President shall not exceed twenty (20) calendar days with pay. Any days not utilized in one (1) fiscal year will be carried over to the next fiscal year. In addition, the President of the Lodge shall be allowed to designate eligible Members to use accumulated days or days carried over. The Chief of Police may authorize leave without loss of compensation in his sole discretion for any Member of the Board of Directors to attend conventions, seminars, meeting, or to handle grievances or other business of the Lodge. The Chief of Police may authorize leaves in excess of that referenced in this section. Above-referenced leaves must be pre-approved by the Members' immediate commander unless the Member is a Member of the Executive Board. Approval shall not be unreasonably withheld.

Section 5. The Chief shall authorize leave with pay for at least twenty (20) duly elected delegates to attend the Kentucky State-Lodge Board and annual meetings and for fifteen (15) duly elected delegates to attend the biennial National Conference. The Chief may in his sole discretion authorize leave with or without pay for other Lodge business and functions.

Section 6. Elected Members of the Lodge shall be allowed to attend regular and special board and general Membership meetings during regular work hours without loss in compensation.

Section 7. Three (3) Lodge Members, selected by the Lodge and subject to the approval of the Chief of Police, with the option of additional names being required, shall be granted leave with pay for a period of time not exceeding three (3) calendar days, necessary to attend and represent the Lodge and the Division of Police at wakes and funeral services within 500 road miles of Metro Louisville for the deceased peace Members killed in the line of duty.

They shall wear their full dress uniforms at such services. If the location thereof is within 500 road miles from Metro Louisville, Metro Government shall provide an official Louisville Metro Police vehicle for their transportation. If the location thereof is more than 500 road miles from Metro Louisville, the Chief of Police shall have sole power to decide whether Metro Government will be represented. In all instances of representation of the Lodge and Metro Government at such affairs, the Chief of Police shall appoint one (1) of the representatives as the person in charge. This provision shall not apply during Derby week and in case of emergency where, in the judgment of the Chief, manpower cannot be spared. Pay for time spent under this provision shall not exceed the Member's regularly scheduled daily work hours.

Section 8. Metro Government agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or information of interest to its Members. The Lodge further agrees that it will not post any material which would be derogatory to any individual, Metro Government, Louisville Metro Police, County, State, 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 Lodge. Furthermore, the use of the bulletin boards will not be to advocate any legislative position, i.e., either ordinances before the Metro or legislation before the state legislature. All notices of the Lodge will consist of items in good grammar and taste and shall be signed by the President of the Lodge and/or Secretary of the Lodge and shall be on Lodge letterhead. Copies of any material so posted shall be furnished to the Chief of Police or his designee. Metro Government may remove any material, which Metro Government determines to be in violation of this agreement, and the Lodge will be so informed. In addition, Metro Government agrees the Lodge 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 the President, Vice President, Secretary or Treasurer and copies of any material so electronically mailed shall likewise be furnished to the Chief of Police. Lodge business shall be permitted during working hours unless it disrupts the operations of the Department as determined by the Chief.