

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

**AND**

**RIVER CITY FRATERNAL ORDER OF POLICE  
LODGE NO. 614**

**CAPTAINS AND LIEUTENANTS**

**EXPIRATION JUNE 30, 2011**

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 11<sup>th</sup> day of April, 2008 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.

## **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. MANAGERIAL 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. 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 6. 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. The check-off of regular Lodge membership dues and any initiation fees for new members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their Lodge membership must notify Metro Government and the Lodge expressly and individually, in writing by certified mail. 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 dues and fair share fees shall be deducted biweekly in an amount certified by the Lodge. All Lodge dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Lodge membership dues and fair share fees shall be transmitted to the Treasurer of the Lodge by the fifteenth (15<sup>th</sup>) 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 5. 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 7. LODGE BUSINESS**

### **Section 1. Reasonable Time Off**

The Lodge may select not more than three (3) Members and the Lodge President to represent the Lodge in the negotiation of a collective bargaining agreement during working hours without loss in compensation. In addition, the Members 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 names of such representatives of the Lodge shall be submitted to the Chief of Police. Time off shall be allowed only with reasonable advance notice to and approval of the Chief of Police or his designee of the dates and times needed to consult with the President of the Lodge, Lodge counsel, consultants, and members of the Lodge concerning business related to negotiations between Metro Government and the Lodge. The amount of time spent in such meetings shall be reported to the Chief of Police. Prior forty-eight (48) hour notice shall be defined as reasonable advance notice to the office of the Chief of Police or his designee, unless waived by the Chief of Police or his designee. If the Lodge desires to prepare for negotiation before March 1 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 Officer and Sergeants**

The parties agree that Members 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, 2007 and ending June 30, 2011, 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. In the event there is no agreement in place for police officers and sergeants, the Members 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 8. 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 9. MUTUAL OBLIGATION AND PROHIBITION OF STRIKES**

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 10. DISCIPLINARY PROCEDURE AND BILL OF RIGHTS**

Section 1. When a complaint alleging misconduct or rule violations is made against a Member, the complaint shall be under oath in the form of an affidavit, signed, sworn to by the citizen and duly notarized. If the complaint alleges criminal activity on behalf of a Member, the allegations may be investigated without a signed, sworn complaint of the individual. The Professional Standards Unit shall complete its investigation within a reasonable period of time of the Chief's directive or complaint. The Professional Standards Unit shall provide a status update of its investigation in a timely manner upon request of the affected Member.

Section 2. If the complainant does not wish to file a formal complaint under oath, the Professional Standards Unit shall do one of the following:

- a. Complete a complaint form and forward to the Chief's Office if the allegations involve criminal activity.
- b. Complete a complaint 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.

Section 3. Complaints of misconduct received by telephone shall be handled as follows:

- a. The complaint procedure set forth in KRS 15.520 and this Agreement shall be explained to the citizen. If the citizen elects to file a formal complaint, the procedures outlined herein shall be followed.
- b. If the citizen declines to file a formal complaint, a complaint inquiry form shall be completed. The commanding officer or the Professional Standards Unit recording the citizen telephone complaint shall attempt to record as many specifics as possible.
- c. The complaint inquiry form shall be maintained solely and exclusively by the Professional Standards Unit. 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.
- d. If a complaint is investigated by the Professional Standards Unit, 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: unfounded; exonerated; closed, closed by exception, not sustained or sustained.
- e. On complaints where the Chief believes that 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.
- f. If, after reviewing the complaint, the Chief concludes that 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 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.
- g. All Professional Standard Unit files shall be maintained in accordance with applicable statutes and regulations regarding archive retention. In addition, no discipline, complaints against a Member, involuntary transfers or other employment actions against a Member may be considered by Metro Government or the Chief as the basis for any subsequent discipline or an involuntary transfer except those within three (3) years.

Section 4.

A. No Member shall be questioned regarding alleged misconduct until he has received forty-eight (48) hour written notice. The forty-eight (48) hour written notice shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct. Questioning of Members shall be conducted only while the Member is on duty.

B. A Member may be required to submit a written report concerning the alleged misconduct only if the request is made no later than the end of the Member's next tour of duty after the tour of duty during which the Department was initially made aware of the charge of misconduct. A Member required to submit a written report shall be informed in writing of the nature of the alleged misconduct or rule violations.

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

D. Upon request of the Member under investigation or his representative, the Member shall be provided a copy of the transcript of the tape-recorded interview (if one has been made) and a copy of the audiotape. The Member shall provide Professional Standards with an audiotape at his expense.

E. Metro Government shall provide the Member any written statements in the possession of the Department and used 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, or that is contemplated to be 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.

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

G. PSU files will be maintained in accordance with Article 5, Personnel Files, of this Agreement.

#### **Section 5. Critical Force Incidents**

A. When a Member is involved in the use of deadly force, 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. When a Member is to be interviewed by the Public Integrity Unit as a result of his use of deadly force, 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.

## **ARTICLE 11. 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 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 seven (7) days from the time circumstances giving rise to the grievance occur. 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 seven (7) 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. 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 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 12. 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 Member shall be scheduled for pre-planned event details or otherwise without a minimum of eight (8) hours between details unless the Chief deems an emergency exists.

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; 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 (protective vest) after expiration of shelf life at no cost.

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

### **ARTICLE 13. CONDITIONS OF EMPLOYMENT**

Section 1. *Drug Testing*

A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1 regarding screening for drugs attached hereto.

Section 2. *Polygraph Testing*

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

Section 3. *Electronic Surveillance*

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

Section 4. *Firefighting Equipment*

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. *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.

Section 6.     *Residency*

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

Section 7.     *No Layoff*

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

**ARTICLE 14.       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 15.       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.
  - iv.    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.
  - v.     Metro Government shall be responsible for developing and following retention schedules which comply with appropriate laws and regulations for all records and personnel files.
  - vi.    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:
    - Member's name
    - Member's dates of employment
    - 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. In addition, supervisors may maintain a file on each Member under their direct supervision.

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

E. 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.

F. 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:

- Applications for employment or promotion that results in appointment or promotion.
- Employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, etc.
- Copy of commendations.
- Member emergency information.
- Payroll withholding documents.
- Insurance and retirement records.
- Education and training records.
- Performance evaluations.
- Leave records.
- Copy of reprimands and disciplinary actions.

- B. The contents of a Member's medical file shall be limited to:
- Metro Government medical examination records.
  - Records obtained or received from any physician in reference to a Member's medical fitness.
  - Any medical waiver or release signed by the Member.
  - 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.
  - Drug test results.

- C. Member files held by the Chief's Office shall contain documents necessary for program operations limited to:
- Member home address and telephone number including pager number if any.
  - Present job information (i.e. description, location, etc.)
  - Member emergency information.
  - Payroll data and supporting documentation.
  - Copies of leave records.
  - Copy of performance evaluations including supporting documentation.
  - Copies of commendations and awards including supporting documentation.
  - Copies of reprimands and disciplinary actions.
  - Performance observation forms.
  - Copies of at-fault accident reports and supervisor documentation.
  - Copies of training requests, approvals and certifications of completion including training transcripts.

#### Section 4. Supervisor Files

A. Supervisors may maintain one 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 16. 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 be given the seniority agreed upon by Metro Government prior to hiring for purposes of salaries and annual leave accrual. Any person hired after the effective date of this Agreement may be given credit for prior experience with another law enforcement agency for purpose of salary and annual leave accrual only, and specifically not for promotions. Otherwise, the seniority of a Member hired after the effective date of this Agreement shall commence on the first day of employment with LMPD, provided however, employment as a police cadet shall not be included for purposes of seniority.

Section 2. Seniority shall be considered continuous unless

- (1) the Member is discharged for cause;
- (2) the Member 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 LMPD;
- (3) the Member is laid-off for more than two (2) years;
- (4) the Member fails to return to work within thirty (30) days without just cause after recall subsequent to a lay-off.

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.

Section 4. Seniority shall not apply as a term and condition of employment unless specifically provided for in this Agreement.

## **ARTICLE 17. 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 ninety (90) 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 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.

## **ARTICLE 18. TRANSFERS**

### Section 1. Involuntary Transfers

A. This procedure on involuntary transfers shall apply to the rank of Lieutenants only. Transfer of a Member is the movement from one 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;
- 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 specific work site;
- viii. The best interests of the Department.

B. A Member shall be notified by the Chief of the intended involuntary transfer or duty assignment by ten (10) days written notice, 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 basis above 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.

C. A Member may appeal an involuntary transfer in accordance with Article 11 herein, Grievance Procedure.

### Section 2. Voluntary Transfers

A. This procedure on voluntary transfers shall apply to the rank of Lieutenants only.

B. Position Vacancies. Unit Commanders shall notify the Chief of Police when a vacancy exists in his/her unit. A request to fill a vacancy is to be submitted by the Unit Commander through the proper chain of command. Once approved, a position vacancy announcement will then be posted for a period of ten (10) days throughout the Department.

C. Candidates will be required to submit a "Request for Reassignment" form. Documents received after the posting expiration date will not be accepted or considered.

D. In selected highly sensitive positions, the Chief reserves the right to appoint the selectee to the position without posting the vacancy. This will only be done in special circumstances.

E. Inter-Divisions Transfers. Department members who desire to transfer from one Patrol Division to another Patrol Division shall make their request by submitting a "Request for Reassignment" form. A copy of the request shall be forwarded through the

appropriate chain(s) of command. Inter-Division transfers will be made at the discretion of the Chief of Police or designee.

F. Intra-Division Transfers. Department members assigned to a Patrol Division may request reassignment to any position of the same rank or grade within their respective Division by submitting their request in writing to the Division Commander.

## **ARTICLE 19. 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 it determines that:

- 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 was willfully negligent or malicious; or
- d. 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

- e. the Member compromised or settled the claim without the approval of Metro Government; or
- f. 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 this Article shall in any way be construed to abrogate the defense of governmental immunity.

## **ARTICLE 20. 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 as a Member.

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 insurance at the same level as active Members at the same cost as active Members.

## **ARTICLE 21. 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 \$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 \$100,000 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 22. SPECIAL DUTY PAY**

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.

**ARTICLE 23. 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 \$325.00 for any one incident, but weapons and uniforms are not included in the maximum reimbursement.

**ARTICLE 24. 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, who elected not to participate in the Federal Social Security program after the creation of Metro Government, are not currently included in the Federal Social Security program.

**ARTICLE 25. 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 \$46.00 until July 1, 2008, when the amount will be increased to fifty (\$50.00) dollars, 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 hours at one and one-half times (1 ½) his regular rate of pay and if a captain shall receive one hour of compensatory time for each hour worked in excess of two hours.

**ARTICLE 26. 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 5 years	6.24 hours
6 through 10 years	8.08 hours
11 through 15 years	9.00 hours
16 through 20 years	9.93 hours
21 -through 25 years	10.85 hours
26 years and over	11.77 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 separate check.

C. From November 1 to December 15 of each year, a Member may submit one primary annual leave/holiday request of a maximum of eighty (80) consecutive hours for the following calendar year to his immediate supervisor. Requests shall be submitted on an Off Time Request Form. 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 January 15 of each year. Years of service shall be computed by using seniority as set forth in Article 16. Approved annual and holiday leave of any duration of forty (40) hours or more cannot be canceled unless an emergency is declared by the Chief.

A Member may submit other annual leave/holiday requests at any time during the calendar year. The Member's immediate supervisor shall grant/deny said leave request within a reasonable time. 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 480 hours and any leave in excess of this amount must be taken by December 31<sup>st</sup> of any calendar year. Upon termination; a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed 320 hours. Upon retirement, a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed 400 hours, with no employer or employee pension contributions. However, if the Member has at least 64 hours of accrued annual leave/holidays, then 64 hours of the aforementioned 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.

Never will a leave of absence be authorized to permit a Member to engage in gainful employment other than mandatory military service. 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. A condition precedent to a request for a leave of absence requires a Member to have exhausted all vacation, holiday, personal, and approved sick leave benefits.

## ARTICLE 27. 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. In the event that the Member's illness prevents the Member from returning to full duty, the Member shall, at the earliest practicable time, apply for disability retirement, early retirement or normal retirement.

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 an 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 an 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. A decision to request "light duty" status will be made between the Member and the Member's treating physician. Requests for "light

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.

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 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 28. IN-LINE-OF-DUTY INJURIES AND DEATH  
IN-LINE-OF-DUTY**

Section 1. -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, the Member shall continue to receive his salary for any work days missed in the first seven (7) days he is required to miss work following the injury. If the Member is unable to work on the eighth (8) day, then Workers Compensation shall begin on the eighth (8) day. Thereafter, for a period not to exceed twelve (12) calendar months, Metro Government shall supplement Workers Compensation benefits so that the Member shall continue to receive his gross salary. If the Member is off for fifteen (15) calendar days, Metro Government shall refund to the Member the tax withholdings from the Member's pay for the first seven (7) calendar days that would not have been withheld had the Member been paid Workers Compensation. In the event that the Member's injury 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, 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 a 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 casually 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 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 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 Metro Government.

#### **ARTICLE 29. LIFE INSURANCE**

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

- A. \$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. \$15,000.00 accidental death and dismemberment insurance, or that amount of insurance provided to other Metro Government employees, whichever is greater.

#### **ARTICLE 30. EDUCATION BENEFITS**

Metro Government agrees to make available to Members the same tuition assistance it makes available to other Metro Government employees.

#### **ARTICLE 31. 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 ½) times their regular rate of pay for all hours worked in excess of a regular work day or a regular forty- hour work week. There will be no pyramiding of overtime; a lieutenant will be paid for the same hours only once.

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 80 hours. No more than 200 hours of compensatory time may be carried forward from one calendar year to the next.

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 five days notice is given. Provided, however, this five 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 five (5) days notice.

Section 4. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven minutes or less of overtime shall receive no payment or compensatory time. Members working eight or more minutes of overtime shall receive payment or compensatory time for fifteen 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 80 hours.

**ARTICLE 32. HEALTH INSURANCE**

**Section 1. Health Insurance Plan Year 2008**

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 one of two hospital and medical coverage health insurance plans only available to Members (hereafter "FOP-only plans"). The benefits of the FOP-only plans shall be the same as those contained in the FOP-only plans offered in calendar year 2007. The premiums for calendar year 2008 shall be the same as those for calendar year 2007.

**Section 2. Health Insurance Plan Year 2009**

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 one of two hospital and medical coverage health insurance plans only available to Members (hereafter "FOP-only plans"). The benefits of the FOP-only plans shall be the same as those contained in the FOP-only plans offered in calendar year 2008 except for the following:

- a. the co pay on a visit to an urgent care center increased to fifty (\$50) dollars;
- b. the co pay on a visit to an emergency room increased to seventy-five (\$75) dollars;

B. Beginning December 2008 for health plan year 2009 the Members shall pay the following monthly premiums:

<u>Type of coverage</u>	<u>FOP-Only Plans</u>	<u>Non-FOP Plans</u>
Employee only	\$30	\$30
Employee + child/children	\$40	\$30
Employee + Spouse	\$50	\$30
Family	\$70	\$40

**Section 3. Health Insurance Plan Years 2010 and 2011**

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 one of two hospital and medical coverage health insurance plan only available to Members (hereafter “FOP-only plans”). The benefits of the FOP-only plan shall be the same as those contained in the FOP-only plans offered in calendar year 2009.

B. Beginning December 2009 for health plan year 2010, the Members shall pay the following monthly premiums:

<u>Type of coverage</u>	<u>FOP Plans</u>	<u>NON-FOP Plans</u>
Employee only	\$40	\$35
Employee + child/children	\$50	\$35
Employee + Spouse	\$60	\$35
Family	\$90	\$45

C. Beginning December 2010 for health plan year 2011, the Members shall pay the following monthly premiums:

<u>Type of coverage</u>	<u>FOP Plans</u>	<u>NON-FOP Plans</u>
Employee only	\$40	\$40
Employee + child/children	\$60	\$40
Employee + Spouse	\$60	\$40
Family	\$100	\$50

**ARTICLE 33. CLOTHING AND EQUIPMENT ALLOWANCES**

Section 1. Members shall receive an annual clothing allowance of thirteen hundred (\$1,300.00) dollars, until July 1, 2008, when the amount will be increased to fifteen hundred (\$1,500.00) dollars, payable in quarterly payments by separate checks, beginning July 1 of each fiscal year. Provided, however, that such allowance shall not begin until six months after distribution of the initial issue of clothing and further, that after such six months the allowance shall be prorated for the first quarter depending on the time when the six month period ends.

Section 2. Members shall receive an annual equipment allowance of \$900 payable in quarterly payments by separate checks, 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 \$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 (\$60.00) dollars per month payable bi-weekly.

#### **ARTICLE 34. SALARY SCHEDULE**

Section 1. Retroactively to July 1, 2007, Members shall be placed on the pay grade of the Wage and Longevity Schedule at Appendix 2 based upon the Member's seniority.

Section 2. Beginning on July 1, 2008 and for each subsequent fiscal year under this Agreement, the Members shall receive an increase in base hourly rate of pay of a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in Metro Government's Annual Budget Document and as confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or two (2%) percent whichever is greater. Provided however, the occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of Metro Government-recognized tax increment financing (TIF) districts.

#### **ARTICLE 35. 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 36. TERM**

Section 1. This Agreement shall become effective as of its approval and shall remain in effect up to and including June 30, 2011 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.

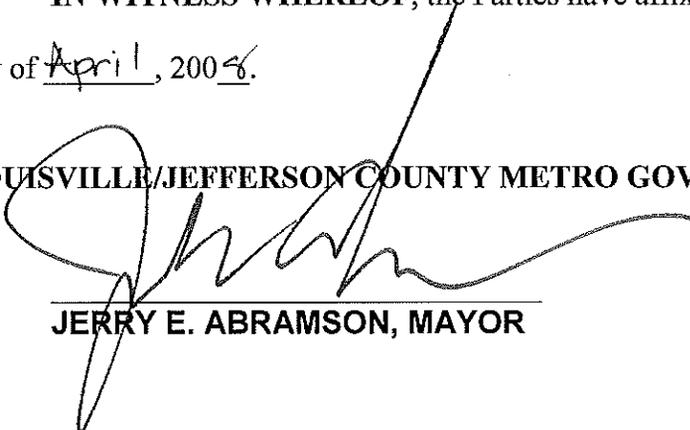
Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2011.

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. 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 March 1, 2011.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 11<sup>th</sup>  
day of April, 2008.

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

By:   
**JERRY E. ABRAMSON, MAYOR**

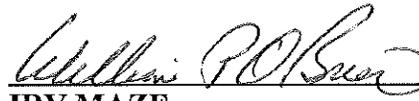
Date: 4/11/08

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

By:   
**JOHN MCGUIRE, PRESIDENT**

Date: 04/09/08

**APPROVED AS TO FORM:**

  
**IRV MAZE**  
**JEFFERSON COUNTY ATTORNEY**

  
**MARK L. MILLER**  
**COUNSEL, FOP LODGE # 614**

## 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, Unit 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)<sup>1</sup>**

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 <sup>2</sup>
4.	Phencyclidine	25
5.	Amphetamines	1,000
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio <sup>3</sup>
	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.

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<sup>1</sup>Nanograms per milliliter

<sup>2</sup>23 ng/ml if immunoassay specific for free morphine

<sup>3</sup>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.

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 <sup>4</sup>	15
2.	Cocaine metabolites <sup>5</sup>	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio
	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.

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<sup>4</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>5</sup> Benzoylcegonine.

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. Captain And Lieutenant Wage And Longevity Schedule**

*July 1, 2007 through June 30, 2008*

	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
<b>Captain</b>												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
	75939.93	77297.49	78830.93	80317.90	81833.10	83376.80	84950.01	86553.24	89063.66	91647.35	94306.59	
	2920.77	2972.98	3031.96	3089.15	3147.43	3206.80	3267.31	3328.97	3425.53	3524.90	3627.18	
<b>Lieutenant</b>												
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
	31.67	32.27	32.87	33.50	34.13	34.77	35.43	36.08	36.76	37.83	38.92	40.06
	63873.60	67121.60	68369.60	69680.00	70990.40	72321.60	73694.40	75046.40	76460.80	78686.40	80953.60	83324.80
	2533.60	2581.60	2629.60	2680.00	2730.40	2781.60	2834.40	2886.40	2940.80	3026.40	3113.60	3204.80

### **APPENDIX 3. Excerpt from FOP CBA with Officers and Sergeants (2007-2011)**

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. The President of the Lodge shall be authorized leave to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge for a period of eighty-five (85) calendar days with pay, and thirty-five (35) calendar days without pay in one (1) fiscal year. The President may designate any active Member who is a Member of the Board of Directors of the Fraternal Order of Police, to use such authorized leave in lieu of the President. Any days not utilized in one fiscal year will be carried over to the next fiscal year. In addition, the President of the Lodge shall be allowed to use accumulated days, annual leave, or holidays. The Chief of Police may authorize leave without loss of compensation in his sole discretion for the President of the Lodge to attend conventions, seminars, meetings, 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, paid or unpaid, must be pre-approved by the Member's 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 ten (10) duly elected delegates to attend the Kentucky State-Lodge Board and annual meetings and 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 8. 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 350 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 350 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 350 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 eight (8) hours per day.

Section 9. 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.