

**ORDINANCE NO. 019, SERIES 2012**

**AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (FEBRUARY 10, 2012 THROUGH JUNE 30, 2014) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE CARPENTERS INDUSTRIAL COUNCIL FOR AND ON BEHALF OF EMPLOYEES OF CODES AND REGULATIONS DEPARTMENT SERVICE SUPPORT AND CODE ENFORCEMENT UNITS.**

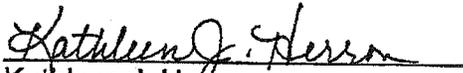
**Sponsored By: Councilman David Tandy**

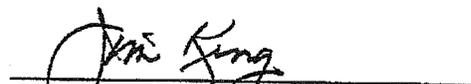
**WHEREAS,** a Collective Bargaining Agreement has been reached between the Louisville/Jefferson County Metro Government and the Carpenters Industrial Council for and on behalf of employees of Codes and Regulations Department Service Support and Code Enforcement Units.

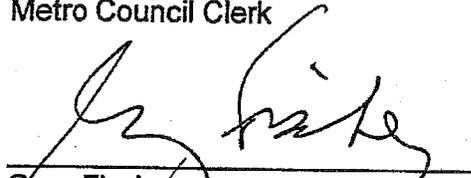
**BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:**

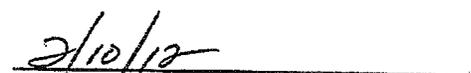
**SECTION I.** The Collective Bargaining Agreement (February 10, 2012 through June 30, 2014) reached between Louisville/Jefferson County Metro Government and the Carpenters Industrial Council for and on behalf of employees of Codes and Regulations Department Service Support and Code Enforcement Units which relates to wages, benefits, and other terms and conditions of employment, be and is hereby ratified and approved, and the execution of said Agreement by the Mayor on behalf of Metro Government is ratified and approved. A copy of the Collective Bargaining Agreement is attached hereto.

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

  
Kathleen J. Heron  
Metro Council Clerk

  
Jim King  
President of the Council

  
Greg Fischer  
Mayor

  
Approved Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell  
Jefferson County Attorney

LOUISVILLE METRO COUNCIL  
READ AND PASSED  
February 9, 2012

By: 

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LOUISVILLE METRO GOVERNMENT**

**AND**

**CARPENTERS INDUSTRIAL COUNCIL**

**For employees of**

**CODES AND REGULATIONS DEPARTMENT  
SERVICE SUPPORT AND CODE ENFORCEMENT UNITS**

**Effective Date:** 2/9/2012

**Term Expiration: June 30, 2014**

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this   9th   day of   February  , 2012, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the CARPENTERS INDUSTRIAL COUNCIL (hereinafter referred to as "Union").

## **ARTICLE 1. SCOPE**

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of the Department for all matters other than wages, hours and working conditions as contained in this Agreement. 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 2. As used in this Agreement, "Members" means employees of the Codes and Regulations Department ("C&R") represented by the CARPENTERS INDUSTRIAL COUNCIL, in the job classifications of Code Enforcement Trainee, Code Enforcement Officer I, Code Enforcement Officer II, Administrative Clerk and Information Services Technician and identified herein when distinctions are necessary as Members of the Support Services Unit and Members of the Code Enforcement Unit.

## **ARTICLE 2. MANAGERIAL RIGHTS**

The rights of both the Metro Government and the Members are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly resolution of all disputes or questions arising during the term of this agreement. The Administration and Management of C&R shall be vested with the Metro Government and the C&R Director. Metro Government and the C&R Director shall have the right to administer and direct the work force. Nothing contained in this agreement is intended to limit the rights of the Metro Government and C&R, as provided by law, to administer and direct the services and activities of C&R.

### **ARTICLE 3. SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable federal, state and local laws. Nothing herein shall be construed to prohibit the C&R Director from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules relating to qualifications, including classification, and appointment, consistent with the provisions of this Agreement.

### **ARTICLE 4. UNAUTHORIZED ACTIVITIES**

It is agreed that in the event of any strike, slowdown, walkout or any other cessation of work in violation of the Agreement, Metro Government shall have the sole and complete right of reasonable discipline, including discharge of any Member and such Member shall not be entitled to or have any recourse through the Grievance Procedure.

It is agreed that in all cases of strikes, slowdowns, walkouts or any other cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. It is agreed that the Union shall undertake every reasonable means to induce said Members to return to their jobs. The Union shall make immediate efforts to terminate any strike or stoppage of work without assuming liability therefore.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if a Member or Members refuse to go through a bona fide picket line; except Members are required to report to any Metro Government facility to perform vital work functions in the interest of public safety and health or the vital economic functions of Metro Government.

Metro Government and the Union mutually agree that in consideration of the grievance and arbitration provision contained herein, there shall be no strikes, lockouts, work stoppages, slowdowns, or other concerted disturbances during the term of this Agreement.

### **ARTICLE 5. PERSONNEL FILES**

Metro Government shall maintain no more than one (1) official personnel file and shall provide reasonable operating procedures for the confidential handling of all Members' employment information.

Members shall have the right to review the entire contents of their personnel files. If a Member finds a record of a disciplinary action that is over one (1) year old, the Member may request that the record be removed from the file and the Human Resources Director or designee and the Member shall remove it immediately. Union representatives, with written permission from the Member, shall have the right to review the entire contents of that Member's personnel file. A reasonable request to copy documents in the files shall be honored and a reasonable charge may be assessed for the copies.

## ARTICLE 6. UNION SECURITY

Section 1. The check-off of regular Union Membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the Membership dues and initiation fees will be deducted. Members wishing to revoke their Union Membership must notify the Metro Government and the Union expressly and individually, in writing by certified mail, within twenty (20) days following the effective date of this Agreement or twenty (20) days of completion of probationary period that such dues are not to be deducted. All Members in the bargaining unit however, whether Members of the Union or not, shall be required to pay their fair share of the cost of representation by the Union, the amount of which shall be determined as set forth in Metro Louisville Code of Ordinance Section 35.056.

The fair share fee may be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members.

Section 2. Union dues (Local and Council) and fair share fees shall be deducted biweekly in an amount certified by the Union. All Union dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 3. Union Membership dues and fair share fees, along with the names and amounts deducted, shall be transmitted to the Union office no later than by the fifteenth (15<sup>th</sup>) day following the month of the work performed. The Union agrees to provide Metro Government at least thirty (30) days written notice prior to effectuating any change to its Union dues deduction (Local or Council) or fair share fees. The Union shall notify the Metro Government of the cost of representation by the Union and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 4. Any dues unpaid because an employee did not receive a paycheck or was not working during the time for which the deduction was made, will be deducted from the first pay period upon their return to work, and each subsequent pay period, until the said employee is no longer delinquent in payment. The Financial Secretary of the Union, or his/her designee, shall supply Metro Government with a signed authorization from the Union for the back dues to be deducted, which shall detail the specific amount(s) due, as well as the periods for which payments are being sought.

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

Section 6. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

## ARTICLE 7. UNION BUSINESS

Section 1. Contract Negotiations. The Union may select not more than four (4) Members to represent the Members in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The Members shall also be allowed reasonable time off for preparation for negotiations. The name of such Members shall be submitted to the C&R Director.

### Section 2. Stewards

A. C&R and Union agree that there shall be two (2) stewards and two (2) alternate stewards who will act in the place of the stewards when absent. The duties of the stewards shall be limited to (i) investigating and/or presenting grievances; (ii) communicating information from Union to its Members in writing or if not in writing, information of a routine nature which will not interfere with C&R business; (iii) administration of the Agreement.

Should it become necessary for a steward to leave his/her workstation during normal working hours for any purpose set herein, the steward shall notify his/her supervisor. The supervisor shall make reasonable efforts to allow the steward to leave his/her workstation and the permission of the supervisor shall not be unreasonably withheld. During regular working hours, the steward shall be compensated at his/her regular scheduled rate of pay while performing the duties under this section, but shall not receive pay, overtime or otherwise, beyond the regularly scheduled work shift.

B. Stewards and alternate stewards shall hold super-seniority in the bargaining unit for purpose of layoff only.

C. Metro Government agrees to grant reasonable time off with pay up to a maximum of ten (10) working days per year to the Union Stewards for Union business. Said leave will be granted without discrimination, loss of seniority or loss of benefits for the Stewards, alternative Stewards or officers designated by the Union to attend official Union conferences, conventions or meetings. Two (2) weeks' prior notice is required to request approval for this leave from the Director or designee, which approval shall not be unreasonably withheld.

### Section 3. Union Access

(A.) Bulletin boards. Metro Government agrees to provide the Union designated places where bulletin boards will be installed by Metro Government for the posting of notices, announcements, information or business of interests to the Members. The number and places of the bulletin boards will be mutually agreed upon by the parties. The Union and Metro Government agree that all items posted by the Union shall be non-defamatory, non-political, related to Union business and signed by a Union official on Union letterhead. Any materials so posted shall be furnished to the C&R Director or his/her designee. After notice to the Union, any material that Metro Government or C&R Director or his/her designee determines to be in violation of this Agreement may be removed

by Metro Government. Bulletin boards shall be enclosed and the Union furnished with a lock and key. The "key" that Metro Government has to the Union bulletin board will be kept in an agreed "key area" and any access will be by mutual consent of the parties.

- (B.) Access to work locations. With reasonable notice to the Department Director and with the approval of the C&R Director or his/her designee, a non-employee representative of the Union shall be allowed access to work locations not accessible to the general public.

Section 4. Union insignia

Members shall be allowed to wear reasonably sized pins or buttons reflecting Membership in the Union, provided, however, those employees working in a service uniform shall be required to have said reasonable size pins or buttons approved by the C&R Director or his/her designee prior to wearing said pins or buttons on their uniform. Such approval shall not be unreasonably withheld.

Section 5. Notice of new hires.

C&R shall notify the Union within a reasonable period of time of any new employee is added to the payroll in a position covered by this Agreement.

Section 6. It is agreed that the Metro Government and the Union shall share equally the cost of printing the agreement.

Section 7. Notice of policy changes

C&R shall give ten (10) working days prior notice to the Union in writing of any C&R policy changes affecting Members. Any changes that effect terms and conditions of employment and discipline shall be discussed with the Union and if no mutual agreement is reached between the parties, C&R may implement said change subject to the language in this agreement.

Section 8. Labor-Management Committee

Two (2) Members and one (1) non-employee representative of the Union will meet with representatives of C&R management upon mutual agreement of the parties for the purpose of discussing issues important to both parties. To the extent possible given the operational requirement of C&R, Members attending such meetings shall be given scheduling consideration when such meetings are being planned. Members attending such meetings shall be compensated at their regular rate of pay for the hours involved with such meeting. A Member's participation beyond the normal work shift will not be compensated nor will any overtime be paid as a result of such attendance or participation in such meeting. This meeting shall not be an extension of collective bargaining. The Committee shall have no authority to amend, modify or change this Agreement.

## **ARTICLE 8. DISCIPLINE**

Section 1. Metro Government and the C&R Director have the right to promulgate reasonable rules and regulations and to discipline Members. Metro Government and the C&R Director shall have the right to discipline (including the right to discharge) Members for just cause. However, any disciplinary action shall be taken in accordance to "guidelines for imposition of the corrective discipline" which is listed in Addendum "A" of this contract. A decision to impose discipline shall be made for minor and serious infractions within seven (7) days. A decision to impose discipline for major and critical infractions shall be made within sixty (60) days from the day management becomes fully aware of the event and all related facts associated with the event. If management should require an extension of time in which to make its decision, it shall make a timely request for the extension from the Union in writing for a specific amount of time. The Union shall respond in writing and will not unreasonably withhold agreement.

Section 2. Members shall have the right to view their file upon request and may submit a written document refuting material in a Member's official personnel file in the Department of C&R or Department of Human Resources for inclusion in the file. If it is determined by the grievance procedure set forth in this contract that the discipline was unjustified, then the discipline shall be permanently removed from the Member's file.

Section 3. A Member shall have the right to Union representation (a Steward or designee) at any disciplinary proceeding. A "proceeding" is any meeting with a Member's supervisor that results in any discipline.

Section 4. Members and Union Stewards shall be provided copies of any write-ups or written reprimands.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

**Definition:** A grievance shall be defined as an unresolved dispute that involves the interpretation or application of provisions of this Agreement.

**Step 1:** Within seven (7) working days from the date a Member knew or reasonably should have known of the occurrence giving rise to the grievance, the Member and the Union shall present and attempt to resolve the grievance with his/her immediate supervisor who is outside of the bargaining unit. In the event the grievance is not resolved within three (3) working days (working days is defined to be "Monday through Friday"), it shall be reduced to writing and presented to the Supervisor within five (5) working days. The Supervisor shall give a written answer to the Member and the Union within five (5) working days after the filing of the written grievance.

**Step 2:** If the grievance is not resolved in Step 1, the Member and the Union may appeal the grievance to the Director within five (5) working days after the receipt of the

Step 1 answer. The Grievant and the Union will have the opportunity to discuss their position and/or to assert any defenses to the Director or designee. Within five (5) working days of the appeal, the Director or designee shall give a written answer to the Member and the Union.

Step 3: If the grievance is not resolved at Step 2, the Member and the Union may appeal the grievance to the Mayor or designee within five (5) working days after the receipt of the Step 2 answer. After review, the Mayor or designee shall give a written answer to the Member and the Union within five (5) working days of the appeal.

Step 4: Mediation: If the grievance is not resolved at Step 3, the Member and the Union may request mediation by the Louisville Labor Management Committee within seven (7) working days of the receipt of the Step 3 answer. Within thirty (30) days of contacting the Committee, the parties shall agree on a mediation date, which may occur on any date agreed to by the parties. The Committee shall endeavor to get both parties to reach an agreement solely by mediation process.

Step 5: Arbitration: If the grievance is not resolved within thirty (30) days from the receipt of the Step 3 answer, the Union may request advisory arbitration. If the Union requests arbitration, a panel of seven (7) arbitrators shall be requested from the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service. Upon receipt of notice listing the panel of seven (7) arbitrators, the Union and Metro Government shall strike the names alternately until one (1) name remains and said remaining name shall be the arbitrator. The Union and Metro Government shall promptly request hearing dates from the arbitrator and select dates offered by the arbitrator within five (5) working days.

It is agreed that the arbitrator shall issue a written opinion to the parties within thirty (30) days of the conclusion of the hearing unless the parties agree otherwise. The fees and expenses of the arbitrator shall be borne equally by the Union and Metro Government. The jurisdiction of the arbitrator shall be limited to the grievance. The arbitrator shall have no power to add to or subtract from, or change, modify or amend any of the terms or provisions of this agreement.

Any grievance which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified and any grievance which has not been presented under the grievance procedure within the time period set forth, shall be considered as settled. If the Metro Government/C&R fails to give its answer within time limits in any step, the grievance shall be considered sustained. It is agreed that any time limit set forth in this article may be automatically extended for, one time only, the length of the original time limit upon notice to the other party. The parties must mutually agree in writing to the extension of any time period specified after the one time automatic extension.

Upon request of either party, a class grievance, one involving one issue with multiple grievants, may be mediated or arbitrated at one hearing before the same mediator or arbitrator.

It is understood that a grievance may be filed on behalf of Members by the Union.

All written grievances must be presented on a form mutually agreed to by both parties.

The Member shall have the right to be assisted by his/her respective Union Steward in all steps of the grievance procedure.

Members required to be present at presentations, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime pay or straight-time pay beyond the regular work day hours will not be paid to any Member for any of the above-listed proceedings.

It is the goal of the parties to resolve grievances at the earliest possible time.

If either party desires a verbatim record of the arbitration hearing, it may cause such a record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be arbitrated.

A Member who is suspended or terminated may bypass Step 1 and initiate a grievance at step 2.

The collective bargaining agreement does not contain a final and binding arbitration clause, but provides only for advisory arbitration.

1. It is agreed that the following is an understanding between the parties concerning representation of the Union at Step 2.

The Union representation shall be limited to one (1) Member representative (Steward or designee) and one (1) non-Member Union representative.

2. It is agreed that the following is an understanding between the parties concerning representation of the Union at Step 3 through 5 of the Grievance Procedure.

The Union representation shall be limited to one (1) Member representative (Steward or designee) and two (2) non-Member Union representatives, inclusive of attorney, if used.

## **ARTICLE 10. SENIORITY**

Section 1. Unless otherwise specifically provided herein to the contrary, the seniority of Members shall begin with the most recent date of employment as a Code Enforcement Officer or Support Services Unit employee with Metro Government. There shall be two (2) seniority lists, one (1) made of those in the Support Services Unit and one (1) made of those in the Code Enforcement Unit. All probationary employees must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment.

A Member's seniority shall be considered as being continuous unless terminated for any of the following reasons:

- (a) Discharge for cause
- (b) Voluntary resignation
- (c) Lay off for lack of work and not recalled within two (2) years of such lay off
- (d) Being on layoff and failing to return to work within five (5) days after having been notified to do so (by certified mail to last known address)

When employment is terminated for any of the above reasons and the Member is subsequently reemployed, he/she shall be considered a new employee for all purposes.

Section 2. Metro Government shall post and furnish the Union the seniority lists every six (6) months. Copies of Metro job vacancies will be posted at C&R weekly. Members who are off at the time of posting shall, upon their return to work have the right to grieve any objection to or correction of the seniority roster.

Section 3. Seniority of Members with identical hire in dates shall be determined by:

- 1. Code Enforcement Unit or Support Services Unit hire in date.
- 2. By lot.

## **ARTICLE 11. LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of employees, which will result in the layoffs of Members, such layoffs shall be in the reverse order of seniority within the two (2) pools of employees, those in the Support Services Unit and those in the Code Enforcement Unit. Members so laid off will retain and accumulate seniority rights during such layoff.

Section 2. When positions are reinstated, former Members who were laid off in accordance with Section 1 of this Article, shall be offered recall in the reverse order in which they were laid off within the affected job classification, and Unit provided, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than two (2) years have elapsed since their last layoff.

When a layoff exceeds thirty (30) days, the Member offered recall under provisions of this Article must be able to perform the work requirements under the then existing employment standards of Metro Government.

Section 3. The Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

## **ARTICLE 12. SUBCONTRACTING AND ERODING THE BARGAINING UNIT**

C&R shall not subcontract outside the bargaining unit for any work and services normally and historically performed by Members for the purpose of reducing or replacing the Members. C&R shall not employ or work seasonal, temporary, part-time or volunteer workers for the purpose of reducing or replacing the Members. The use of supervisors or any other employee of C&R on a temporary basis, generally not to exceed five consecutive (5) days, shall not be considered reducing or replacing Members. C&R will notify the Union if such a temporary assignment will exceed five (5) consecutive working days due to extraordinary circumstances.

## **ARTICLE 13. JOB DESCRIPTIONS & NEW CLASSIFICATIONS**

Section 1. When requested, C&R shall provide to the Union and/or Members descriptions for all jobs.

Section 2. C&R shall promptly notify the Union of its decision to establish any and all new classifications. The C&R and the Union will then meet within one (1) month to review the classification specifications. If the parties cannot agree on the classification being included or not included in the bargaining unit, the question shall be submitted to the Executive Director of Louisville Labor/Management Committee for resolution pursuant to LMCO §35.052. (This in no way limits the Union's right to request a Job Audit of a current or future job classification from Human Resources.)

## **ARTICLE 14. PROMOTIONAL OPPORTUNITIES**

Section 1. Whenever an opportunity occurs to promote an employee, such promotion shall be made on the basis of posted qualifications and seniority. First consideration for promotional positions will be given to qualified Members. Metro Government will endeavor to rotate staff for promotional opportunities (i.e., job experience).

Section 2. The Director shall award any promotional job to the Member who meets the minimum requirements and is the most senior. The Member shall have sixty (60) working days to demonstrate to the Director that he/she is able to perform the

promotional job. If the Member is deemed by the Director to be incapable of performing the job, the Member shall be returned to his/her prior job position at that pay rate.

## **ARTICLE 15. JOB VACANCIES**

Section 1. When C&R determines that an existing non-promotional vacant position is to be filled, or a new non-promotional position is to be created, a notice of the position and the qualifications shall be posted in appropriate locations in C&R for five (5) working days. A copy shall be given to the Union Steward. Members who desire the position shall apply for the position and notify the Director or designee prior to the expiration date listed on the notice. The position shall be awarded to the Member who meets the minimum requirements and has the most seniority.

Section 2. The Director shall have the right to fill the position temporarily. For temporary assignments, the same standard as set forth above, will apply.

Section 3. The Union steward shall be notified as to the names of all applicants from the bargaining unit and the name of the Member awarded the position.

## **ARTICLE 16. CERTIFICATIONS AND PROBATIONARY EMPLOYEES**

Section 1. All newly hired employees to positions covered by this Agreement shall be considered as probationary employees. The probation period shall be for six (6) months. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended up to an additional three (3) months, with notice to the Union. During the probationary period, Metro Government may transfer, lay off or discharge said employee. Such action shall not be subject to the grievance procedure set forth under this Agreement.

Section 2. A Code Enforcement probationary employee must pass the International Property Maintenance Test (IPMT) or other similar nationally recognized certification program for property maintenance code enforcement personnel or equivalent approved by C&R and must obtain all other required State certifications and IPMT certifications by the end of the first six (6) months of employment. A probationary employee who fails to do so shall be dismissed. Dismissal for failure to obtain certifications shall not be subject to the grievance procedure set forth under this Agreement. Metro Government shall pay the fee for the probationary employees taking this test one (1) time.

Section 3. Any Member in the classifications of Code Enforcement Officer who has not passed the IPMT or other similar nationally recognized certification program for property maintenance code enforcement personnel or equivalent shall be required to take the exam within three (3) months of the approval of this Agreement by Metro Council. Any CEO who refuses to take the exam shall be dismissed. Metro Government

shall pay the fee for the Members taking this test one (1) time after approval of this Agreement by Metro Council. Upon a Member's successful passing of the IPMT, he/she shall be eligible to be placed on the appropriate pay grade of the salary schedule with "time in grade" included. However, said Member shall not accrue back pay as a result of passing the exam for required certification.

Any CEO employed prior to July 1, 2010, and who has been in their position for a minimum of five (5) years who takes but does not pass the IPMT or equivalent nationally recognized certification program, shall be "grandfathered in" and allowed to continue as a CEO and shall be placed on the pay grade of the salary schedule based upon years in the classification, less \$1.00 per hour for the pay grade. If the CEO passes the IPMT, he or she shall begin to receive the full amount of the pay grade.

Section 4. Members who fail to obtain or maintain State and Federal required certifications for their specific job classification by obtaining the required continuing education units for same shall be dismissed. Passage of the IPMT is a one-time requirement for the duration of this Agreement.

Section 5. Metro Government shall provide training for certifications and re-certifications required as a condition of continued employment at no cost to the Member. The Member shall not be asked to pay for such required training, but rather Metro Government shall provide or pay for all approved training. Metro Government will offer all state training sessions given in the Metro area, and Members will be given two (2) weeks' notice of such training. Members shall be responsible for attending these training sessions in order to obtain and maintain certification and licensure. The Members will have an opportunity to attend make-up classes if necessary on their own time and at their own expense.

Section 6. Metro Government shall offer two (2) training sessions per year to satisfy the current state pesticide certification program.

Section 7. In the event the state certification requirements change, the parties agree to meet on these changes to discuss the impact to the Members.

Section 8. Members of the Support Service Unit shall be cross-trained as determined by C&R so that Members are able to perform the duties of support staff as may be needed by C&R from time to time. Supervisors and/or management will provide training for new hires as deemed appropriate.

## **ARTICLE 17. INSPECTION AREAS**

Section 1. C&R shall identify the Inspection Areas by census tracts for the services provided by C&R. Each Inspection Area shall have an appropriate number of cases assigned to it to ensure quality customer service and the efficient and effective operation of the Department. There shall be as many categories of Inspection Areas as there are funding sources and each such category shall be designated by the name of their

respective funding source. Members in the classifications of CEO I and CEO II shall be allowed to bid for assignment in one of the Inspection Areas by seniority with the most senior Inspector having first selection, and so on until the seniority list is exhausted, but only within the Inspection Area funding source category in which they are currently assigned. For example, if the Member's position is funded with federal grant funds or other similar restricted funds, then the Member would be restricted to bidding on an Inspection Area eligible to receive those funds.

Assignment to Inspection Areas shall be re-bid every two (2) years or, if mutually agreed upon by the Metro Government and the Union, on a more or less frequent basis. There shall be ten (10) days notification to the Members of any such re-bidding.

Every four (4) years, or if mutually agreed upon by Metro Government and the Union, on a more or less frequent basis, Members shall be allowed to bid in any Inspection Area regardless of the Inspection Area's funding source category until that funding budget is depleted then they would be required to bid on an area still having funding within its budget. There shall be ten (10) days' notification to the Members and an inspection area map will be posted of any such re-bidding.

Layoff and recall, as contained in Article 11, shall be followed according to its terms regardless of a Member's inspection area assignment.

Section 2. In the event of any dispute, conflict or issue arising from the Inspector's assigned Inspection Area which impacts upon the Inspector's job performance, the Director of C&R will give written reason(s) for this Inspector to be involuntarily transferred from his/her current Inspection Area, and the transferred Inspector shall be required to select another Inspection Area from an Inspector of lesser seniority. If an Inspector has to be involuntarily transferred out of an area, the next senior Inspector shall be offered this Inspection Assignment Area. If this area is not filled in this manner, the Inspection Assignment Area shall be filled by moving the least senior Inspector that was bumped. If as a result of this procedure the Inspector with the least seniority has to be assigned from his/her area, that Inspector must switch with the Inspector that is the second to the least in seniority as a result of this action. At this point, the Director shall have the right to select the Inspector to fill the vacancy.

Section 3. C&R shall have the right to adjust inspection areas to nearby inspection areas in order to ensure quality customer service and the efficient and effective operation of the department. C&R Director reserves the right to assign work to any inspector outside of his/her assigned area as needed on a temporary basis. Temporary is defined as a thirty (30) consecutive work day period.

Section 4. All Members in the Code Enforcement Unit shall be required to attend all meetings within their assigned areas when asked on a flex schedule. Members will be notified of the meeting at least two (2) weeks prior and shall adjust their schedules so they can attend during their regularly scheduled workweek. Flexing of schedules shall occur during the same workweek with management's approval, which approval shall not be unreasonably withheld. The Member scheduled to attend a meeting must either attend, or find a suitable replacement to attend, a coordinator is allowed to attend the scheduled meeting. If a replacement is to be used, a one (1) week minimum notice must

be given to the Member's Coordinator. The Director or Assistant Director has the final approval as to whether a substitute is suitable or not. This approval will not be unreasonably denied.

## ARTICLE 18. SALARY SCHEDULE AND LONGEVITY AND TRAINING

### Section 1 PAY AND LONGEVITY

A.) The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2010 and ending June 30, 2011 shall be as follows:

Job Name	Step 1	Step 2	Step 3	Step 4
	START	2 <sup>nd</sup> yr.	3 <sup>rd</sup> - 5 <sup>th</sup> yr.	6 <sup>th</sup> + yr.
Code Enforcement Trainee	15.81			
Code Enforcement Officer I	16.61	17.44	18.29	19.21
Code Enforcement Officer II	18.29	19.21	20.16	21.18
Administrative Clerk	11.72	12.28	12.89	13.52
Info Sys Technician	14.24	14.98	15.71	16.49

Members are placed on the pay grade of the salary schedule based upon years in the classification and shall automatically progress through the pay schedule based upon seniority. Provided, however, if a Member's rate of pay upon the approval of this Agreement is higher than it would be in the schedule above, the Member shall continue to receive the higher pay. When the Members' pay rate no longer exceeds the pay designated for the Member's years of service in the classification, that Member shall resume receiving longevity increases.

The Code Enforcement Division shall contain fifty percent (50%) of its personnel count as Code Enforcement Officers II. To become a CEO II an employee must be a CEO I for six years and have passed the International Property Maintenance Test (IPMT).

B.) The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2011 shall be as follows:

Job Name	Step 1	Step 2	Step 3	Step 4
	START	2 <sup>nd</sup> yr.	3 <sup>rd</sup> – 5 <sup>th</sup> yr.	6 <sup>th</sup> + yr.
Code Enforcement Trainee	15.81			
Code Enforcement Officer I	16.61	17.44	18.29	19.21
Code Enforcement Officer II	19.88	20.58	21.30	22.05
Administrative Clerk	11.72	12.28	12.89	13.52
Info Sys Technician	14.24	14.98	15.71	16.49

i. The base hourly rate of pay above for Members for Fiscal Year beginning July 1, 2011 and ending on June 30, 2012, shall be increased by two percent (2%).

ii. The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2012 and ending on June 30, 2013, shall be increased by two percent (2%).

iii. The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2013 and ending on June 30, 2014, shall be increased by two percent (2%).

C.) In addition, each Member shall receive annual longevity pay in the following amounts:

<b>Years of Continuous Service in IPL</b>	<b>Annual Longevity Pay</b>
Two years (2) but less than eight (8)	\$50.00
Eight years (8) but less than eleven (11) years	\$75.00
Eleven years (11) but less than fifteen (15)	\$125.00
Fifteen years (15) and after	\$175.00

Longevity pay shall be calculated and only paid to full-time regular Members employed as of July 1 of each year. Longevity pay is payable the first regular pay period in July of that respective year.

D.) There shall be paid to each Member in the Code Enforcement Unit two hundred dollars (\$200.00) each year for completion of the annual required training obtained throughout the previous fiscal year as determined by the Director of C&R, payable the first pay period of the following fiscal year. Only active employees are eligible for payment.

E.) There shall be paid to each Member in the Service Support Unit a training stipend of one hundred dollars (\$100.00) each year for completion of the annual required training obtained throughout the previous fiscal year as determined by the Director of

C&R, payable the first pay period of the following fiscal year. Only active employees are eligible for payment.

Section 2. When a Member is reclassified, that Member shall be placed in Step 1 of the new classification and, if the Member's hourly wage rate is greater than the hourly wage rate of Step 1 of the new classification, the Member will continue to receive the greater wage rate until such time as the Member's progression in the Steps results in a higher hourly wage rate.

## **ARTICLE 19. WORKWEEK AND OVERTIME**

Section 1. Service Support Unit Members shall have a regular starting time set by management of either 7:30 a.m., 8:00 a.m. or 8:30 a.m. Management shall determine the number of Members reporting for work for each set start time and reserves the right to change start times with sixty (60) days' notice within the range of 7:30 a.m. to 8:30 a.m. Members shall be allowed to volunteer by seniority for particular start times at their work location every January. A standard workweek shall be forty (40) hours in any calendar week and five (5) days Monday through Friday. New hires start times will be determined by management. Management shall reserve the right to change said start times with sixty (60) days' notice.

### Section 2.

A. Code Enforcement Unit Members shall have regular starting times of either 7:30 a.m. or 8:00 a.m. as provided hereinafter. Members shall be allowed to volunteer by seniority for particular start times every August for the following six (6) months and then again in February for the next six (6) months.

B. A standard workweek shall be five (5) days Monday through Friday.

C. New hires start times will be determined by management.

D. Any changes to these start times will be presented to the Union at least sixty (60) days prior to implementation. Management shall reserve the right to change the start times of Members with sixty (60) days' notice within the range of 7:30 a.m. to 8:00 a.m.

E. Members are allowed to flex their regular daily or weekly schedule with the approval of management.

Section 3. Members 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 forty-hour workweek. There will be no pyramiding of overtime; a Member will be paid for the same hours only once. Members on a flex schedule will not receive shift differential pay. In an emergency situation, when necessary to adequately service customer needs, the Director may adjust the start time for any Member's regular workweek between 7:30 and 8:00 a.m. The Director reserves the right to adjust schedules in the case of a public safety emergency.

Paid leave, except sick leave, shall be considered as time worked for purpose of overtime calculation.

Section 4. So far as practical and without interrupting an uncompleted job which is in progress, overtime shall be offered on the basis of seniority, to the most senior qualified Member within a classification and within the assignment area in which overtime is needed. Metro Government will make a good faith effort to ensure that overtime work will be distributed on a rotation basis by qualification and seniority. Should all of the Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority shall be required to work.

Section 5. A Member, with prior approval of the Member's supervisor, may be allowed to flex the Member's time to offset such things as a doctor appointment for a period of not more than four (4) hours in a standard workday. The flex schedule must be completed in the same workweek.

## **ARTICLE 20. CALL OUT PAY**

Call out pay as contained in this Article shall only apply to Members in the Code Enforcement Unit. All hours worked on a call out, which occurs at a time outside of a Member's regularly scheduled hour of work, when a Member has left the work premises and is contacted at home, etc., shall be paid for at one and one-half (1 1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of three (3) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the three (3) hours minimum period.

Members reached at home by telephone outside of their regular scheduled work hours by a supervisor of C&R or its Director, but not required to leave home shall be compensated for all time required to respond to the call at a compensated rate of one and one half (1 1/2) times their respective regular pay rate if over forty (40) hours per week, and if not, at their straight time regular pay rate, figured in ten (10) minute increments. Each Member claiming such pay shall submit verification that the Director requires to be filled out the next day after such contact.

Both Metro Government and the Union agree that call-out pay will not be defined as that regularly scheduled overtime or unscheduled over-time. Regularly scheduled overtime will mean that overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled overtime will be those hours which are worked by a Member beyond the regularly scheduled hours worked as requested by Metro Government and the Member is informed at work about the requirement about performing those specific hours of overtime either before or after the normally scheduled shift for which the respective Member had not been so informed at the beginning of the work week.

## **ARTICLE 21. UNIFORM/OPTIONAL EQUIPMENT ALLOWANCE**

Metro Government shall provide Members in the Code Enforcement Unit initial standard uniforms. As of July 1 of each fiscal year, the Director shall establish a credit or voucher with a uniform supply company, designated by Director, in the amount of Three Hundred Dollars (\$300.00) per Member in the Code Enforcement Unit as a uniform allowance for the upkeep, maintenance, and replacement of their uniforms. If this credit or voucher is not used completely by May 31 of that fiscal year, it shall not be carried forward into the next fiscal year. There shall be established a uniform committee consisting of equal representatives from management and Union Members to make recommendations to the Director in matters of uniform requirements. Metro Government will furnish Members with new articles of clothing to replace any portion of the official uniform that is changed in design.

## **ARTICLE 22. PERSONNEL POLICIES AND BENEFITS**

Except as otherwise provided herein, the provisions of Metro Government's Personnel Policies concerning benefits in effect as of the effective date of this Agreement shall apply to the Members.

### **Section 1. Holidays.**

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

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Members shall also receive two (2) additional floating holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for floating holidays upon termination of employment. Holidays shall be counted as time worked.

Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one floating holiday their first calendar year of employment. Members hired after November 1 will not receive any floating holidays their first calendar year of employment.

Use of the floating holidays must be requested in advance by the Member and approved by the C&R Director or designee prior to use, which approval shall not be

unreasonably withheld. The Member with the most seniority would be given permission first. If the request is made less than five (5) workdays in advance and there are other requests for the same day, and the Director approves the request, then the Member who asked first would be given permission first.

Holiday pay will be eight (8) hours times the Member's regular hourly rate. A Member who is required to work on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate of pay. However, overtime premium pay shall not be pyramided.

**Section 2. Health Insurance**

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for Member-only coverage. Metro Government shall contribute 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for non-Union Members, the percentage contributions for Members shall decrease to the same level.

**Section 3. Long Term Disability**

Metro Government shall provide Long Term Disability insurance to Members on the same term as the coverage that is extended to non-Union Members at no cost to the Members.

**Section 4. Vacation**

a. Annual vacation leave with pay shall be granted to all full-time Members and vacation time will accrue on a biweekly basis in accordance with the following schedule:

<b>Full Years of Service With Metro</b>	<b>Annual Accrual Rate</b>
0 - 1 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days

14 years  
15 years

24 days  
25 days

For the purpose of this section, all of a Member's service with the Metro Government shall be recognized in determining the number of years of service for vacation accrual.

Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the C&R Director or designee prior to use. The C&R Director or designee must approve any accumulation of annual vacation leave beyond the year after that in which it is earned. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays. Vacation leave shall be counted as time worked.

Upon separation from employment, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation may not be re-employed by the C&R Department in the same or another position until there has been a break in service equal to the amount of time of paid unused vacation leave.

b. Subject to the staffing needs of C&R, Members shall be allowed to select annual vacation leave during the "Vacation Request Period," which is from the first regular workday through the last regular work day of January each year. Annual vacation leave requests shall be submitted to the person designated by the Director and recorded. The annual vacation leave request shall be approved based upon seniority within the Code Enforcement Unit and within the Service Support Unit as set out in Article 10. After the Vacation Request Period has expired, any vacation leave request of more than the Member's regular workday shall be made at least two (2) weeks in advance and shall be honored on a "first-come, first-served" basis.

#### **Section 5. Sick Leave**

(a) A Member shall accrue twelve (12) days of sick leave per year, accrued on a pay period basis. "Day" is defined as one fifth (1/5) of the Member's standard work week. Members shall receive credit toward sick leave accrual for designated holidays, annual leave, military leave and other paid, authorized leaves.

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

(c) Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family (parents, spouse, minor aged children, or any relative living in the Member's household) which requires the presence of the Member. Such leave, if in excess of two (2) consecutive days due to causes other than the Member's own incapacity, shall require the specific approval of the C&R Director or designee.

(d) No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his/her credit.

(e) To receive paid sick leave, a Member shall communicate with his/her immediate supervisor or designee a minimum of fifteen (15) minutes before or fifteen (15) minutes after the time set for beginning work.

(f) Sick leave abuse shall mean using sick leave other than when the Member is incapacitated and unable to perform the Member's duties because of sickness or injury, or in case of serious illness in the Member's immediate family. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection at Metro Government's expense. Abuse of sick leave privileges shall constitute grounds for disciplinary action including dismissal.

(g) Sick leave shall not be counted as time worked for purposes of overtime.

(h) Sick Leave Incentive Program

Members are eligible to participate in the Sick Leave Incentive Plan.

i. Each December, sick days above 80 are eligible to be sold to Metro Government at the rate of two (2) sick days to one (1) day of pay to a maximum of ten (10) sick days (five days pay) per year.

ii. Regular Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

### **Section 6. Compliance with Federal and State employment laws**

Metro Government shall comply with requirements of the Americans with Disabilities Act, Occupational Health and Safety Regulations, workers compensation, and non-discrimination laws in matters of pay, as it relates to its employees, including the Members covered under this Agreement. Any Member must first secure permission from the Member's supervisor prior to using any "personal protection equipment."

### **Section 7. Work On Higher Rated Jobs**

In the event that any Member is directed by supervisory authority to perform job functions and duties of another classification of the bargaining unit, which has a higher scheduled rate of pay and the Member works in such classification more than ten (10) consecutive days, that Member shall receive the higher rate of pay and continue for the duration of such assignment.

### **Section 8. Certain Benefits**

Metro Government shall provide Members the opportunity to purchase dental insurance through a payroll deduction as provided to all Metro Government employees.

Metro Government shall provide Members an Employee Assistance Program as provided to all Metro Government employees and subject to available funding.

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full-time Members.

### **Section 9. Leaves**

A. Members shall be eligible for all paid leaves as outlined in Metro Government's Personnel Policy including sick leave, jury duty and witness leave, military training leave, and Family & Medical Leave.

B. Members shall be eligible for unpaid leaves as outlined in Metro Government's Personnel Policy including voting leave, military duty leave and personal leaves of absence. Members who are elected officers of the Union shall be allowed unpaid leave to attend regular and special board meetings, with at least two (2) weeks prior notice to the Director or designee.

C. Any Union employee, who is selected or elected to a position with the Carpenters Industrial Council or International Union, upon written notice to the C&R Director, shall be placed on unpaid Union Leave of Absence. Not more than one (1) employee shall be allowed to be on Union Leave of Absence. The employee may voluntarily return to his/her former classification within the bargaining unit during the first six (6) months of the Union Leave of Absence. In order for a Member to return to his/her former job classification, a funded vacancy must exist in that classification. The Member will retain seniority when returning to existing classification. Employees on unpaid Union Leave of Absence do not accrue benefits.

#### **Section 10. Transfers**

Transfers shall not be made for disciplinary or punitive reasons.

#### **Section 11. Pensions**

Members are eligible to participate in the Kentucky Retirement Systems as established by the Kentucky legislature.

#### **Section 12. Funeral Leave**

Full-time Members shall be granted three (3) working days off with pay in cases of death in the immediate family. The employee's immediate family shall include: spouse, children, stepchildren, parents, parents-in-law, step-parents, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, aunts, uncles, and any other person residing in the Member's household for one (1) year prior to death.

To receive paid funeral leave under this section, a Member shall inform the immediate supervisor before the time set for beginning work, if possible, but not later than one-half (1/2) hour after the time set for beginning work. In no event shall a Member receive funeral leave beyond the day after the funeral or memorial service, unless approved by the Director for extraordinary circumstances. If required, the Member will produce acceptable documentation of the death.

#### **Section 13. Life Insurance**

Metro Government shall make available, at no cost to the full-time Members, individual coverage under Metro Government's sponsored life insurance plan in the amount equal to their gross annual wage, rounded off to the nearest thousand dollars, up to a limit or cap of fifty thousand dollars (\$50,000.00). The life insurance plan shall, where permitted by law, provide an opportunity, subject to the eligibility rules of Metro Government's insurance plan, for full-time Members to purchase, at their own expense, additional life insurance. Members will be offered the right to purchase, at their own expense, dependent life insurance as provided to all other Metro Government employees.

**Section 14. Vehicles and Equipment**

- A. If a Member believes a vehicle or any equipment is unsafe and does not meet the requirements of any federal, state, or local laws, the Member shall report that fact to the Member's immediate supervisor who shall then determine the status of the vehicle or equipment, and confirm such status in writing to the Member. If the supervisor determines the vehicle or equipment is operable then the Member shall operate the vehicle or equipment. Any disagreement between the Member and the supervisor shall be treated as a grievance and a hearing shall be held promptly.
- B. When new/replacement vehicles are received by C&R and determined for use by Code Enforcement Officers, they will be offered as follows:
  - i. The most senior Member will be offered the new/replacement vehicle. Once the most senior Member receives a new/replacement vehicle, the Member will not be eligible to receive another new/replacement vehicle until all Members with less seniority are given a new/replacement vehicle. Except that, when a Member's vehicle is wrecked or becomes permanently inoperable not due to the fault of the Member, the Member will be offered a new/replacement vehicle when one is made available.
  - ii. When a Member leaves the bargaining unit for whatever reason, and management has determined that his/her vehicle will remain assigned to the property maintenance division, then the vehicle will become available for selection among the Members with a vehicle that is one (1) year older, and offered by seniority among that group. The remaining available vehicle will be offered in the same manner to the next oldest vehicle group.
  - iii. If a vehicle funding source is determined to be restricted to CEO funding sources, C&R and the Union must comply and selection of the vehicles will be restricted to appropriate funding sources. For example, if the vehicle was purchased with federal grant funds or other similar restricted funds and the most senior Member's position is not funded through those restricted funds, then the most senior Member funded would be assigned the vehicle.

**ARTICLE 23. NOT ELIGIBLE FOR RETRO PAY**

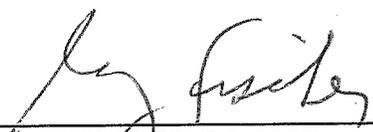
No prior employee of C&R who is not employed by C&R at the time of approval of this Collective Bargaining Agreement by the Metro Council shall receive, be eligible for or entitled to any benefits, economic or non-economic, of any kind or nature under this Agreement.

**ARTICLE 24. TERM**

This Agreement shall become effective upon its execution by the parties and approval by the Metro Council and shall continue in its unmodified form, for ninety (90)

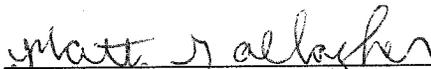
days after expiration, or until negotiations are concluded or the parties agree to mediation or negotiations are finally broken off. Notification by either party of their intent to begin negotiations should occur 120 days prior to expiration of the Agreement. The parties agree to begin negotiations ninety (90) days prior to expiration. The duration of this Agreement shall extend from July 1, 2010 through June 30, 2014.

**LOUISVILLE/JEFFERSON  
COUNTY METRO GOVERNMENT**

BY:   
GREG FISCHER, MAYOR

Date: 12/21/11

**CARPENTERS INDUSTRIAL COUNCIL**

BY:   
~~for Mike Bergquist~~  
BUSINESS REPRESENTATIVE

Date: 12-19-2011

*Frank Halme: 12-19-2011*  
*Lynn A. Witt-Votaw 12-19-11*  
*Michael Baugh 12-19-11*  
*Ruth F. Maurer 12-19-11*

**APPROVED AS TO FORM:**

  
Michael O'Connell,  
Jefferson County Attorney

## ADDENDUM A

Progressive discipline is generally administered as follows:

	First	Second	Third	Fourth
TYPE OF INFRACTION	INFRACTION	INFRACTION	INFRACTION	INFRACTION
CRITICAL	Discharge*			
MAJOR	Suspension	Discharge		
SERIOUS	Written Reprimand	Suspension	Discharge	
MINOR	Verbal Reprimand	Written Reprimand	Suspension	Discharge
*Suspend first for investigation				

The above corrective discipline schedule represents a general guideline to be used in administering progressive discipline.