ORDINANCE NO. 001, SERIES 2016

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 1, 2014 THROUGH JUNE 30, 2021) RELATING TO WAGES, HOURS, AND 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 (C&R), DEVELOP LOUISVILLE AND SOLID WASTE MANAGEMENT SERVICES DIVISION (SWMS).

Sponsored By: President David W. 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 (C&R), Develop Louisville and Solid Waste Management Services Division (SWMS).

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

SECTION I. The Collective Bargaining Agreement (July 1, 2014 through June 30, 2021) reached between Louisville/Jefferson County Metro Government and the Carpenters Industrial Council for and on behalf of employees of C&R, Develop Louisville and SWMS which relates to wages, hours, and 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.

H. Stephen Ott
Metro Council Clerk

David Yates
President of the Council

Greg Fischer
Mayor

2/1/16
Approved Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
January 28, 2016

By:

Carpenters Ind.Council & Codes Regs.,Dev.Lou.,Solid Waste Mgmt. Thru 063021 O-432-15 ROC bkn draft1.docx 121415

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOUISVILLE METRO GOVERNMENT

AND

CARPENTERS INDUSTRIAL COUNCIL

For employees of

CODES AND REGULATIONS DEPARTMENT

DEVELOP LOUISVILLE

AND

SOLID WASTE MANAGEMENT SERVICES

Effective Date: 1/28/2016

Term Expiration: June 30, 2021

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 8th day of December, 2015, 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 Codes and Regulations (C&R), Develop Louisville and Solid Waste Management Services (SWMS) departments 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"), Develop Louisville and Solid Waste Management Services Division (SWMS), 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 Administrative Specialists, (as approved by Ordinance No. 136, Series 2012), Administrative Assistant (ABC only), Permit License Assistants (ABC only) (as approved by Ordinance No. 181, Series 2012) Housing Rehabilitation Specialists (as approved by Ordinance No. 137, Series 2012) and Solid Waste Officers, and identified herein when distinctions are necessary as Members of the Support Services Unit, Members of the Code Enforcement Unit, Members classified as Administrative Specialists, Members classified as Administrative Assistant (ABC only) Unit, Members of the Permit License Assistants Unit (ABC only), the License & Permits Investigator I and License & Permits Investigator II in the License & Permits Enforcement Division (ABC), Members in Community Services and Revitalization (n/k/a Develop Louisville) classified as Housing Rehabilitation Specialists, and Members in SWMS classified as Solid Waste Officers.

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, Develop Louisville and SWMS shall be vested with the Metro Government and the respective C&R, Develop Louisville and SWMS Directors. Metro Government and the respective C&R, Develop Louisville and SWMS Directors 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, Develop Louisville and SWMS, as provided by law, to administer and direct the services and activities of C&R, Develop Louisville and SWMS.

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 respective C&R, Develop Louisville and SWMS Directors 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^{th}) 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 six (6) 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 respective C&R, Develop Louisville and SWMS Directors.

Section 2. Stewards

A. C&R, Develop Louisville and SWMS and the Union agree that there shall be five (5) stewards and five (5) alternate stewards who will act in the place of the stewards when absent (only 1 steward and 1 alternate each from Develop Louisville and SWMS). 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, Develop Louisville and SWMS 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 fifteen (15) 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, alternate 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 respective 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 respective C&R, Develop Louisville and SWMS Directors or his/her designee. After notice to the Union, any material that Metro Government or respective C&R, Develop Louisville and SWMS Directors 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 respective Department Directors and with the approval of said respective C&R, Develop Louisville and SWMS Directors 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 respective C&R, Develop Louisville and SWMS Directors 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, Develop Louisville and SWMS 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, Develop Louisville and SWMS shall give ten (10) working days prior notice to the Union in writing of any C&R, Develop Louisville or SWMS 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, Develop Louisville and SWMS may implement said change subject to the language in this agreement.

Section 8. Labor-Management Committee

(a) 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.

(b) One (1) Member and one (1) non-employee representative of the Union will meet with representatives of Develop Louisville and/or SWMS 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 Develop Louisville and/or SWMS 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 respective C&R, Develop Louisville and SWMS Directors have the right to promulgate reasonable rules and regulations and to discipline Members. Metro Government and the respective C&R, Develop Louisville and SWMS Directors 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, Develop Louisville and SWMS 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 appropriate 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 appropriate Director or designee. Within five (5) working days of the appeal, the appropriate 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/Develop Louisville/SWMS 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, Support Services Unit employee, Administrative Specialists, Administrative Assistant, Permit License Assistants, License & Permits Trainee and License & Permits Investigators, Housing Rehabilitation Specialists I & II, and Solid Waste Officers with Metro Government. There shall be eight (8) separate and distinct seniority lists consisting of the following:

1) one (1) made of those in the Code Enforcement Unit in C&R,
2) one (1) made of those in the Support Services Unit in C&R,
3) one (1) made of those in the Administrative Specialists Unit in C&R,
4) one (1) made of those Administrative Assistant in C&R,
5) one (1) made of those in the Permit License Assistants Unit in C&R,
6) one (1) made of those License & Permits Investigator Trainee and License & Permits Investigators in C&R,
7) one (1) made of those Housing Rehabilitation Specialists I & II and the Weatherization Specialist in Develop Louisville, and
8) one (1) made of those Solid Waste Officers in SWMS.

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, or retires
(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, Develop Louisville and SWMS 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, Administrative Specialists, Administrative Assistant, Permit License Assistants, License & Permits Investigator Trainee and License & Permits Investigators in C&R, Housing Rehabilitation Specialists

I & II and the Weatherization Specialist in Develop Louisville, and Solid Waste Officers in SWMS, 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 eight (8) separate and distinct pools of employees, , consisting of the following:

1) one (1) made of those in the Code Enforcement Unit in C&R,
2) one (1) made of those in the Support Services Unit in C&R,
3) one (1) made of those in the Administrative Specialists Unit in C&R,
4) one (1) made of those Administrative Assistant in C&R,
5) one (1) made of those in the Permit License Assistants Unit in C&R,
6) one (1) made of those License & Permits Investigator Trainees and License & Permits Investigators in C&R,
7) one (1) made of those Housing Rehabilitation Specialists I & II and the Weatherization Specialist in Develop Louisville, and
8) one (1) made of those Solid Waste Officers in SWMS.

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, Develop Louisville and SWMS 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, Develop Louisville and SWMS 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, Develop Louisville and SWMS on a temporary basis, generally not to exceed five consecutive (5) days, shall not be considered reducing or replacing Members. C&R, Develop Louisville and SWMS

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, Develop Louisville and SWMS shall provide to the Union and/or Members descriptions for all jobs.

Section 2. C&R, Develop Louisville and SWMS shall promptly notify the Union of its decision to establish any and all new classifications. C&R, Develop Louisville and SWMS 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. For Members hired on or after the date of the ratification of this Agreement: Whenever an opportunity occurs to promote an employee, such promotion shall be based upon the following criteria: seniority; attainment of required skills and experience; education; and documented employment factors relating to the Member's job history.

Members hired prior to the ratification of this Agreement shall be grandfathered in, and the following language applies: 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. For Members hired on or after the date of ratification of this Agreement: Promotional probationary periods shall be thirty (30) days. Metro Government reserves the right, with notification, for an additional thirty (30) day extension. Promotional employees who fail to complete the probation shall be reinstated to their former position, if available, or to a position within their former classification if their former position has been filled.

Members hired prior to the ratification of this Agreement shall be grandfathered in, and the following language applies: 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. For Members hired on or after the date of ratification of this Agreement: When C&R, Develop Louisville and SWMS 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, Develop Louisville and SWMS 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 appropriate Director or designee prior to the expiration date listed on the notice. The position shall be awarded to the Member who meets the above-referenced criteria in section 1 of Article 14. Members who fail to complete the probationary period within thirty (30) days shall be reinstated to their former position, if available, or to a position within their former classification if their former position has been filled.

Members hired prior to the ratification of this Agreement shall be grandfathered in, and the following language applies: When C&R, Develop Louisville and SWMS 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, Develop Louisville and SWMS 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 appropriate Director shall have the right to fill the position temporarily. For temporary assignments, the same standard as set forth in section 1 of Article 14 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 in C&R, Develop Louisville and SWMS 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. Members in C&R 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 4. Metro Government shall provide training for certifications and re-certifications required as a condition of continued employment at no cost to Members in C&R. 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 one make-up class, if necessary, on their own time and at their own expense. If the Member attends a make-up class and passes any testing or obtains required certification, Metro Government shall reimburse the Member one (1) time.

Section 5. Metro Government shall offer two (2) training sessions per year to satisfy the current state pesticide certification program to Members in C&R.

Section 6. In the event the state certification requirements change, the parties agree to meet on these changes to discuss the impact to the Members in C&R.

Section 7. 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.

Section 8.

a. License & Permits Investigator trainees shall complete Metro Government's License & Permits Investigator's Academy Training requirements and Kentucky Law Enforcement's Physical Fitness Testing (see attached Addendum B & C). The opportunity to re-test is granted at the sole discretion of the Director of Codes & Regulations. Members who fail to successfully pass the Academy Training Requirements and Kentucky Law Enforcement's Physical Fitness Testing shall be dismissed. Members who successfully pass the Academy Training Requirements and Kentucky Law Enforcement's Physical Fitness Testing will become a Licenses & Permits Investigator and will be placed at step 1 of the pay scale upon the graduation date from the academy.

b. License & Permits Investigators hired in with police officer professional standards (POPS) certification shall be exempt from the Academy Training requirements and Kentucky Law Enforcement's Physical Fitness Testing and will be placed on the pay scale as a License &

Permit Investigator at step 1 and will remain in step 1 until attending and successfully passing the in-service training classes as determined by the Director.

c. Effective upon execution of this Collective Bargaining Agreement, License & Permit Investigators I & II will be accreted into this Agreement. Current License & Permits Investigators I & II's will be reclassified as License & Permits Investigators. To become a License & Permit Investigator, an employee must be a License & Permit Investigator Trainee for six (6) months. Those who have not successfully completed the License & Permits Investigator's Academy Training requirements and Kentucky Law Enforcement's Physical Fitness Testing will be placed in step 1 until attending and successfully passing the mandatory in-service training classes (see attached Addendum D). Upon completion of said training, those Members will be placed on the wage scale based on years as License & Permits Investigators.

d. Management retains the right to modify the academy training classes and in-service training as needed due to applicability and availability, but will agree to meet with the Union to discuss.

Section 9.

a. Metro Government shall require training for certifications and re-certifications required as a condition of continued employment at no cost to Members in Develop Louisville. The Member shall not be asked to pay for such required training. Members hired on or after July 1, 2013, must complete and receive certification in Lead Supervisor Training, HUD Housing Quality Standards, and successfully pass the International Property Maintenance exam within the first twelve (12) months, complete and receive certification in the courses required by the Department of Energy for WX Evaluators within the first twenty-four (24) months, and complete Rehab Specialist Training within thirty-six (36) months of employment. Members must complete related field training and certifications as required by grantor.

b. The Members will have an opportunity to attend one make-up class, if necessary, on their own time and at their own expense. If the Member attends a make-up class and passes any testing or obtains required certification, Metro Government shall reimburse the Member one (1) time. 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 red-circled.

Section 10. Metro Government and the Union recognize the need for the training and development of Members in SWMS in order to assure that services are efficiently and effectively provided and that employees are afforded the opportunity to develop their skills to their highest potential. In recognition of such principle, Metro Government shall provide Members with reasonable orientation with respect to procedures, forms, methods, techniques, materials and equipment normally used in the Member's work assignments and for periodic changes therein, including where available and relevant to such work, procedural manuals.

Metro Government shall provide all training mandated by Metro, state, and federal law, or required as a condition of continued employment.

ARTICLE 17. INSPECTION AREAS FOR C&R & SWMS

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 (1) 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 in C&R 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.

Section 5. SWMS management has the right at all times to analyze its operations for the determination of assigning areas. Members may request a particular area by seniority. SWMS management retains the right to assign and direct the workforce, to determine its methods, and designate personnel to specific areas.

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, 2014 and ending June 30, 2015 shall be as follows:

	Step 1	Step 2	Step 3	Step 4
Job Title	Start	2nd Yr.	3-5 Yrs	6+ Yrs
Code Enforcement Officer Trainee	16.78			
Code Enforcement Officer I	17.63	18.51	19.41	20.38
Code Enforcement Officer II	21.10	21.84	22.60	23.40
Administrative Clerk C/U	12.43	13.04	13.68	14.35
Administrative Assistant C/U	13.05	13.70	14.39	15.11
Permit License Assistant C/U	14.00	14.71	15.00	15.77
Administrative Specialist C/U	14.43	15.15	15.91	18.00
Housing Rehab Specialists I	18.51	19.41	20.38	21.10
Housing Rehab Specialists II	21.84	22.60	23.40	25.32
Weatherization Specialist	20.51	22.10	24.20	27.32
Solid Waste Officer C/U	17.63	18.51	19.41	20.38
License & Permits Investigator Trainee[1]	16.78			
License & Permits Investigator[2]	17.63	18.51	19.41	20.38

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

[1] License & Permits Investigator Trainee (will be accreted into the Collective Bargaining Agreement upon its execution, and progress through the salary schedule as provided for in this Article 18. Salary Schedule and Longevity and Training.

[2] License & Permits Investigators will be accreted into the Collective Bargaining Agreement upon its execution, and progress through the salary schedule as provided for in this Article 18. Salary Schedule and Longevity and Training.

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 in C&R 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 (6) years and have passed the International Property Maintenance Test (IPMT).

i. The base hourly rate of pay above for Members for Fiscal Year beginning July 1, 2015 and ending on June 30, 2016, shall be increased by one percent (1 %).

ii. The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2016 and ending on June 30, 2017, shall be increased by two percent (2%).

iii. The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2017 and ending on June 30, 2018, shall be increased by two percent (2%).

iv. The base hourly rate of pay for Members for Fiscal Year beginning July 1, 2018 and ending on June 30, 2019, shall be increased by two percent (2%).

v. The base hourly rate of pay for Members for Fiscal Year beginning on July 1, 2019 and ending on June 30, 2020, shall be increased by two percent (2%).

vi. The base hourly rate of pay for Members for Fiscal Year beginning on July 1, 2020 and ending on June 30, 2021 shall be increased by one percent (1%).

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

Years of Continuous Service in C&R, DEVELOP LOUISVILLE, & SWMS
Annual Longevity Pay

Effective July 1, 2015 through June 30, 2016	
Two years (2) but less than eight (8)	$ 200.00
Eight years (8) but less than eleven (11) years	$ 225.00
Eleven years (11) but less than fifteen (15)	$ 275.00
Fifteen years (15) and after	$ 325.00

Effective July 1, 2016 through June 30, 2021	
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.

C.) There shall be paid to each Member in the Code Enforcement Unit and License Permits Investigators in C&R, Housing Rehab Specialists I & II and the Weatherization Specialist in Develop Louisville, and Solid Waste Officers in SWMS, Two Hundred Dollars

($200.00) each year for completion of the annual required training obtained throughout the previous fiscal year as determined by the Directors of C&R, Develop Louisville, and SWMS, payable the first pay period of the following fiscal year. Only active employees are eligible for payment.

D.) There shall be paid to each Member in the Service Support Unit in C&R 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.

Section 3. Members shall be paid on a bi-weekly basis.

ARTICLE 19. WORKWEEK AND OVERTIME

Section 1. Service Support Unit Members in C&R 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 in C&R 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.

A. Members in Develop Louisville shall have regular starting times of either 7:30 a.m., 8:00 a.m. or 8:30 a.m. as set by management.

B. A standard workweek shall be forty (40) hours per week.

C. Any permanent 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 temporarily change the starting times.

Section 4.

A. Members in SWMS shall have regular starting times of either 7:30 a.m., 8:00 a.m. or 8:30 a.m. as set by management.

B. A standard workweek shall be forty (40) hours per week.

C. Any permanent 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 temporarily change the starting times.

Section 5. 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 (40) 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 Directors may adjust the start time for any Member's regular workweek between 7:30 and 8:00 a.m. The Directors reserve the right to adjust schedules in the case of a public safety emergency.

Paid and unpaid leave shall not be considered as time worked for purpose of overtime calculation. However, in instances where a Member works overtime under a grant funding source or federal or state agreement funding source, specifically designated for overtime for ABC Enforcement, investigations or other enforcement of ABC duties, the Member will receive overtime pay for all hours worked over forty (40) hours during that workweek. For these instances, annual leave/holidays and sick leave shall be computed as days worked for overtime purposes.

Section 6. 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/division 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 7. 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.

Section 8. License and Permit Investigators' work schedule shall be posted no less than two (2) weeks in advance.

ARTICLE 20. CALL OUT PAY

Call out pay as contained in this Article shall apply to Members in C&R, Develop Louisville and SWMS. 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 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. 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, Develop Louisville and SWMS, or the appropriate 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 ½) 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 fifteen (15) 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.

On call/standby for the License and Permits Investigators in C&R shall be as follows:

A. Scheduled on call/standby will not last longer than one (1) week at a time, unless there is a staff shortage that would prevent having scheduled coverage.
B. On call/standby weeks will be scheduled by management on a rotating basis for each calendar year. Investigators may trade scheduled weeks on approval of management. If scheduled weeks become open due to a vacant position, the most recently hired Member will be assigned the coverage for those weeks.
C. Investigators utilizing a flex work schedule shall flex call out time during their work week, not to exceed forty (40) hours, unless call out is on the last working day of the pay week.
D. If management requires a standby on a contractually recognized holiday, unless otherwise provided herein, the Member will be compensated per Metro Government's Personnel Policy guidelines.
E. Management reserves the right to cancel the on call/standby at any time.

ARTICLE 21. UNIFORM/OPTIONAL EQUIPMENT ALLOWANCE

Metro Government shall provide Members in the Code Enforcement and the License & Permits Investigators Unit in C&R, Housing Rehab Specialists I & II and the Weatherization Specialist in Develop Louisville and Solid Waste Officers in SWMS, initial standard uniforms. As of July 1 of each fiscal year, the appropriate Director shall establish a credit or voucher with a

uniform supply company, designated by Metro Government, in the amount of Three Hundred Dollars ($300.00) per Member in the Code Enforcement and the License & Permits Investigators Unit, Housing Rehab Specialists I & II and the Weatherization Specialist in Develop Louisville and Solid Waste Officers in SWMS, as a uniform allowance. 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 appropriate 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, or set a phase out timeline for the Member to replace the changed uniform items with their uniform allowance.

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 not be counted as time worked for purposes of overtime.

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 appropriate C&R, Develop Louisville and/or SWMS 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 appropriate 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 one hundred percent (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 ninety percent (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 seventy five percent (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.

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

Section 3. ***Long Term Disability***

Metro Government shall provide Long Term Disability insurance to Members on the same terms 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 bi-weekly basis in accordance with the following schedule:

Full Years of Service With Metro	**Annual Accrual Rate**
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	24 days
15 years	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 appropriate C&R, Develop Louisville and/or SWMS Director or designee prior to use. The appropriate C&R, Develop Louisville and/or SWMS 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 not be counted as time worked for purposes of overtime.

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, Develop Louisville and/or SWMS 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, Develop Louisville and/or SWMS, 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 (1) Support Services Unit, (2) Code Enforcement Unit (3) Administrative Specialists Unit, (4) Administrative Assistant, (5) Permit Licenses Assistant, (6) the License & Permits Enforcement Division (7) Housing Rehabilitation Specialists, (8) Solid Waste Officers (SWMS), and 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 bi-weekly 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, children and domestic partner/qualified adult) 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 appropriate C&R, Develop Louisville and/or SWMS 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 no later than thirty (30) 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. Also, the consistent use of sick leave as it is earned, or the failure to accumulate it, may be determined to be abuse of the sick leave privilege. An employee who has been cited in writing for abuse of sick leave may be required by the Department Director to produce a medical/doctor's statement at any time. 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. 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, except as otherwise provided herein, Metro Government's Personnel Policy guidelines shall apply.

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, or an assigned designee in the absence of the elected officer, 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 appropriate C&R, Develop Louisville and/or SWMS 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 an 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 (1) 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 has sufficient reason to believe 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, management will assign the vehicle as needed.

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.

Section 15. ***Job Hazard Analysis ("JHA")***

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies apply in regard to the JHA at the time of ratification of this Agreement.

Section 16. ***Safety Policy***

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies apply in regard to the Safety Policy at the time of ratification of this Agreement.

Section 17. In the event of inclement weather, a Member may use an approved no-pay day. However, a Member must use all accrued paid time available to him/her prior to using the no-pay day.

ARTICLE 23.MODIFIED DUTY/RETURN TO WORK (RTW)

Louisville Metro Government recognizes the importance of providing meaningful work to employees with medical limitations that temporarily prohibit the employee from performing regular job duties.

When an employee experiences an injury/illness, whether on-the-job or off-the-job, and is released to return to work with restrictions, the employee will be considered for a modified duty assignment. The assignment may be within the employee's agency or in another agency. Assignments should be based on needs of the agency as well as availability of work within the employee's restrictions. The employee is to take a Healthcare Provider Capabilities Assessment Form (HCAF) and a copy of the employee's job description to the employee's medical provider. The employee should request the healthcare provider to furnish any limitations or restrictions. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's restrictions. It is the responsibility of the employee to provide updated medical documentation as directed by the employee's agency head or designee.

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. After ninety (90) calendar days there will be a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008 (http://www.ada.gov/publicat.htm#Anchor-14210).

There will be no change to the employee's pay/benefits while on the modified assignment.

ARTICLE 24. NOT ELIGIBLE FOR RETRO PAY

No prior employee of C&R, Develop Louisville or SWMS who is not employed by C&R, Develop Louisville or SWMS 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 25. DRUG TESTING POLICY

Attached is the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses (section 1.13); and the Drug & Alcohol Free Workplace and Testing for Non CDL Holders (section 1.15).

1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses

1.13(1) the following provisions apply to employees required to obtain a commercial driver's license (CDL); all other employees should refer to policy 1.15 Drug Free Workplace and Reasonable Suspicion Testing. The policy of Louisville Metro Government is to maintain a drug and alcohol free work environment and workforce. It is also the objective of this policy to meet the guidelines and procedures concerning the limitation on alcohol use or drug abuse by an employee required to obtain a commercial driver's license as provided by 49 CFR Parts 40, 382, et al and subsequent amendments.

All classifications requiring a CDL, and those employees so classified, are subject to the drug and alcohol policy and procedures.

For the purposes of this policy, incident will be defined as an accident or injury.

Also subject to the policy and procedures is an employee who obtains a CDL for purposes of working in a CDL classified position on a temporary, emergency basis or who, as a supervisor, must occasionally operate Metro Government equipment for training purposes or in an emergency situation.

1.13(2) Prohibited activity:

(a) No CDL holder shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or greater.
(b) No CDL holder shall be on duty or operate a motorized vehicle or equipment while he or she has alcohol in their possession.
(c) No CDL holder shall use alcohol or be under the influence of alcohol, within four (4) hours of performing safety-sensitive functions.
(d) No employee required to take a post incident alcohol test shall use alcohol for eight (8) hours following the incident or until he/she undergoes a post incident alcohol test, whichever occurs first.
(e) No CDL holder shall refuse to submit to a post incident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test or a return to work alcohol or controlled substance test.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

1. Refuses or fails to appear for the screening.

2. Substitutes the specimen with that from another person.
3. Sends an imposter.
4. Alters the test specimen.
5. Refuses to cooperate in the testing process in such a way that prevents completion of the test.
6. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
7. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing

(f) No CDL holder shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who advised the employee that the substance does not adversely affect the employee's ability to safely operate a motor vehicle or motorized equipment. An employee is required to inform the employer of any therapeutic drug use.
(g) No CDL holder shall report for duty, remain on duty or perform his/her job if the employee tests positive for controlled substances.

1.13(3) a prospective employee for a position requiring a CDL must submit to a reemployment drug and alcohol test. A CDL holder will also be subject to additional testing:

1. Post incident (accident or injury) testing
2. Random testing
3. Reasonable suspicion testing
4. Return to duty testing
5. Follow-up testing

1.13(4) all drug and alcohol tests will be conducted as soon as possible without any prior notification to the employee. Except for return to duty testing, an employee shall be notified of required tests at the worksite at any time following report for duty. Alcohol testing shall be conducted immediately before, during or after the performance of safety sensitive functions.

1.13(5) Metro Government will follow drug-testing procedures as required at 49 CFR Parts 40, 382 et al and subsequent amendments.

1.13(6) The Federal Regulations require the following minimal steps be followed:

(1) Any employee who upon being alcohol tested has an alcohol concentration of 0.02 to 0.039 must be removed from his/her job duties for at least 24 hours.

(2) An employee who is alcohol tested and who has an alcohol concentration of 0.04 or greater must be immediately suspended without pay from his/her job and cannot return to job duties until the employee has been evaluated by a substance abuse professional and complied with any treatment recommendations intended to assist the employee with an alcohol problem.

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

Metro Government will follow the below listed disciplinary steps related to CDL alcohol testing;

Split Sample

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

Consequences of a positive drug test

The result of a positive drug test will result in immediate termination of employment.

Nothing in the law or in this policy prohibits Metro Government from exercising its independent management prerogative in applying appropriate discipline. Any employee who engages in behavior prohibited under this drug and alcohol policy shall be subject to discipline up to and including termination of employment.

Right of Representation

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

1.15 Drug & Alcohol Free Workplace and Testing For Non CDL Holders

1.15 (A) Louisville Metro Government is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and illegal drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Metro Government recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Conscientious efforts to seek such help will not jeopardize an employee's job and will not be noted in any personnel record. An employee must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal statute for violations occurring on or off Metro Government premises while conducting Metro Government business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free workplace Act of 1988.)

The provisions contained within this policy apply to all employees of Louisville Metro Government.

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

1.15 (B) Types of Alcohol and Drug Testing

Reasonable Suspicion

Employees may be asked to submit to drug and/or alcohol testing if reasonable suspicion exists to indicate that his/her health or ability to perform work may be impaired. Factors which could establish cause for reasonable suspicion testing include but are not limited to:

- Sudden changes in work performance.
- Repeated failure to follow instructions or operating procedures.
- Violation of safety policies.
- Discovery or presence of substances in an employee's possession or near the employee's workplace.
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance.
- Unexplained and/or frequent absenteeism.

- Personality changes or disorientation.

Post-Incident

An employee must submit to a drug and alcohol test after an on the job incident.

1. An incident for purposes of this policy is defined as an incident or injury in which:

(a) A person dies or requires medical treatment or
(b) Property damage is estimated by management at greater than $500 or
(c) A Metro Government vehicle is involved or
(d) It involves an employee in a personal vehicle or equipment incident while on the job or
(e) A citation is issued under local or State law for a moving traffic violation.

2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to drug and alcohol tests. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than 8 hours from the incident. Testing for drugs must take place no more than 32 hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than 48 hours after the incident unless unforeseeable circumstances prevent.

Split Sample

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

Consequences of a positive drug test

The result of a positive drug test will result in immediate termination of employment.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

(1) Refuses or fails to appear for the screening.
(2) Substitutes the specimen with that from another person.
(3) Sends an imposter.
(4) Alters the test specimen.
(5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
(6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
(7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

Right of Representation

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

Prohibited Behavior

An employee is expected and required to report to work on time and in appropriate mental and physical condition for work. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance or of an intoxicating substance on Metro Government premises or while conducting Metro Government business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.

Confidentiality

All information received by Louisville Metro Government through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.
All drug-testing information will be maintained in separate confidential records.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.

- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- The policy will be reviewed in orientation sessions with new employees.
- Be subject to approval via the Document Management Server.

ARTICLE 26. 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 one hundred twenty (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, 2014 through June 30, 2021.

LOUISVILLE/JEFERSON COUNTY
METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 12/8/15

CARPENTERS INDUSTRIAL COUNCIL

BY: _____
Clifford B. Kerce,
BUSINESS REPRESENTATIVE

Date: 10-29-15

APPROVED AS TO FORM:

_____ ACA
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.

ADDENDUM B

Metro Alcoholic Beverage Control Investigator Mandatory Training

Intro to LMPD Academy

Fitness test at the start of the Academy (See Brochure for details)

Firearms Training/Handgun

CPR/First Aid

Defensive Tactics/Red Man

Handcuffing/Expandable Baton/Tazer-Electronic Control Weapons/OC/Resistance Control-Weapon Retention/Edged Weapon Defense

Custodial death prevention

Penal Code

Arrest, search and seizure

Justifiable use of force

DUI/Traffic Stops

Courtroom Testimony

Telecommunications/Radio

Interview/Interrogation/Techniques

Racial Profiling/Ethical Behavior/Respect for All People

Citation & Arrest Slips

Multi Officer Takedown

Cursory & Safety Pat Downs

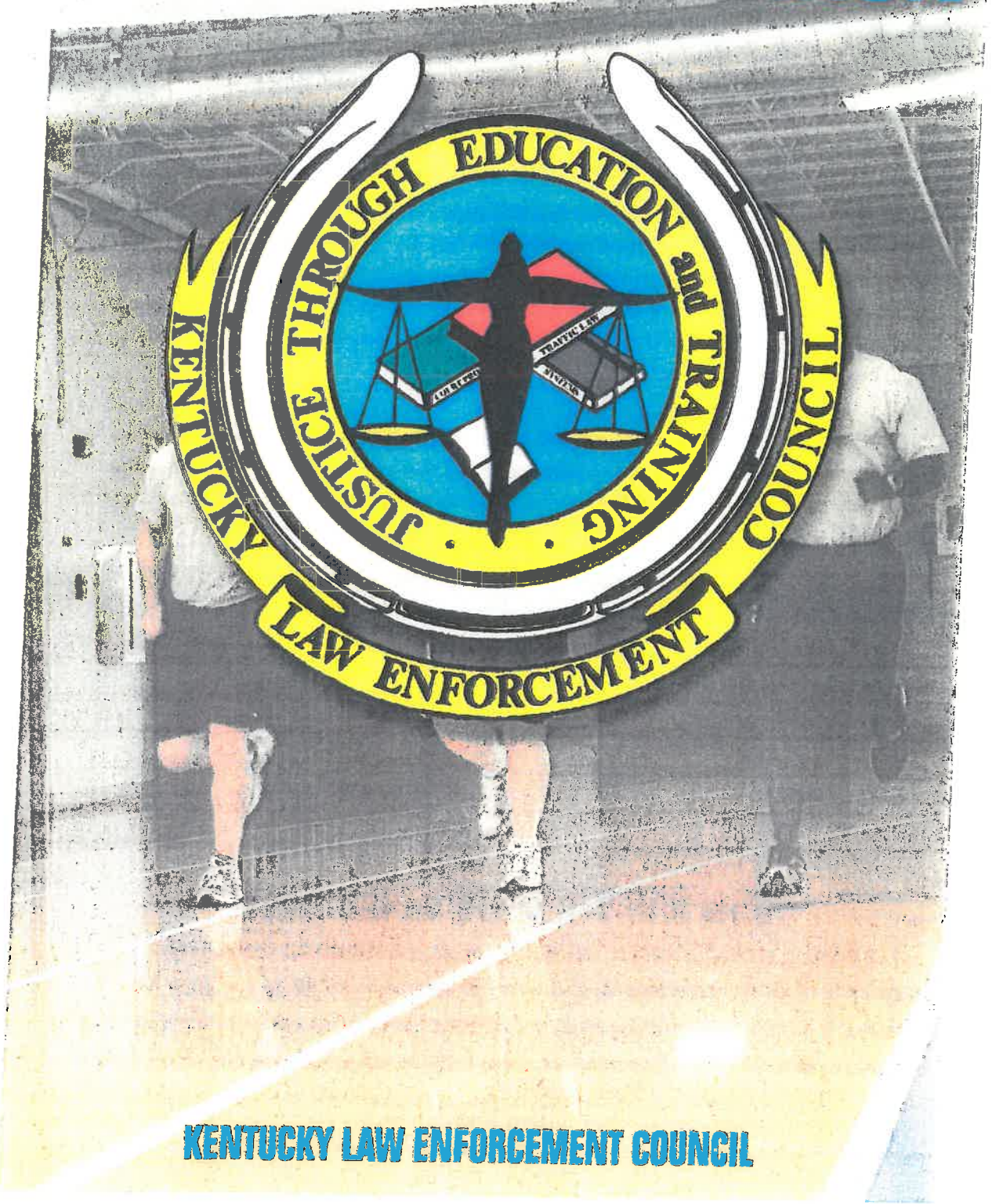
CIT Training (Crisis Intervention Team)

Gangs

Narcotics

Kentucky Law Enforcement

PHYSICAL FITNESS TESTING INFORMATION



KENTUCKY LAW ENFORCEMENT COUNCIL

BACKGROUND

In response to legislation enacted by the 1998 Kentucky General Assembly, KRS 15.382, the Kentucky Law Enforcement Council and the Kentucky Department Of Criminal Justice Training, established physical training standards for pre-selection screening of peace officer applicants. The Department conducted a validation study to determine which areas of physical fitness are necessary to perform the job of a Kentucky peace officer, and the level of fitness necessary to perform the essential functions of Basic Training.

In 1998 a physical agility test battery was approved and adopted by the KLEC for use throughout the Commonwealth of Kentucky as a mechanism to screen applicants. It also has been applied as an entrance and exit standard to the Basic Academy. The original test battery was composed of six items, each reflecting the underlying constructs required to perform police duties, as evidenced by a validated job-task analysis.

Currently, the test battery consists of five items. Dr. Bryant Stamford and Dr. Robert Moffatt completed the present study in the summer of 2009. This new approach employs an "overall" scoring scheme which allows a lower score on one test item to be compensated by a higher score on another test item.

Physical Performance Points Distribution					
Event	**9 pts**	**9.5 pts**	**10 pts**	**10.5 pts**	**11 points**
Bench Press (% body weight)	55.3%	59.7%	64%	68.5%	≥ 73%
Sit Ups (repetitions)	13	16	18	-------	≥ 18
300 Meter Run (seconds)	68	67	65	-------	≤ 65
Push Ups (repetitions)	14	17	20	23	≥ 25
1.5 Mile Run (min:sec)	17:56	17:34	17:12	16:44	≤ 16:15

How Will You Score on the Test?

The following chart is used to determine the points earned for each event. ***In order to meet the state standard, an overall minimum of 50 points must be achieved.*** Failure to meet the overall minimum requirement constitutes a failure for the test battery. Opportunities to retest are granted at the sole discretion of the hiring agency.

What are the physical fitness tests?

Five (5) physical fitness tests will be given in (3) hours, in the following order:

- Bench Press (% of body weight – conversion)
- Sit up Test (1 minute time limit)
- 300 Meter Run
- Push up Test (2 minute time limit)
- 1.5 Mile Run

What are the physical fitness areas to be tested?

Those physical fitness areas that have been determined to be necessary for Kentucky Law Enforcement Officers are:

- Aerobic power or cardiovascular endurance
- Anaerobic power
- Absolute strength
- Muscular endurance

Bench Press

Measures Absolute Strength

- Body position: eyes in front of the bar, feet flat on the floor, both hands clasp the bar with a full thumb wrap.
- A 3 inch high sponge is secured to the bar and must make contact with the chest when the weight is lowered.
- Hips and back must remain in contact with the bench during the entire lift
- Feet must remain flat on the floor during the entire lift.
- An administrator positioned on either side of the bar will assist to un-rack and re-rack the bar during all lifts.
- One warm up lift is required prior to attempting a lift for points. The weight of this warm up lift must be lower than the weight required to obtain a 9 point value.
- Lower the bar until contact is made with the 3-inch sponge.
- From the down position the bar is raised towards the ceiling, until a full, yet soft extension of the elbows is obtained.
- The test is over when there have been two failed lifts or the 11 point threshold is met.

Special Note: Performing the bench press on a universal or machine-based piece of equipment can be significantly different than performing the bench press using free weights. Many universal or machine- based bench press apparatuses do not allow you to take in to account balance issues or the full weight through your entire range of motion. Tests will be administered using free weights, and as such, it is advised that training and/or preparation be practiced similarly.

Sit Ups

Measures Muscular Endurance

- 1 minute time limit
- Feet flat on the floor, no wider than hips width apart, and secured by an administrator.
- Knees are bent at 90 degrees or tighter (buttocks closer to the feet).
- Hands are overlapped and placed behind the head (see photo below). Fingers may NOT be interlocked.
- Start in the down position.
- Elbows must cross the vertical plane of the kneecaps to complete the up position.
- Shoulder blades must contact the floor to complete the down position.
- Resting in the down position is not allowed and will result in immediate failure.
- Resting within the 1 minute time limit is allowed in the up position only.
- Sit-ups are performed until the 11 point threshold is met or until the 1 minute time limit is reached.

300 Meter Run

Measures Anaerobic Power

- Line up at start line.
- Run 300 meters (984 feet) on the administrator's command to begin.
- Entire body must cross the finish line.
- Running outside the designated lanes/boundaries or shortening the curves will result in an automatic failure on the test event.

Push Ups

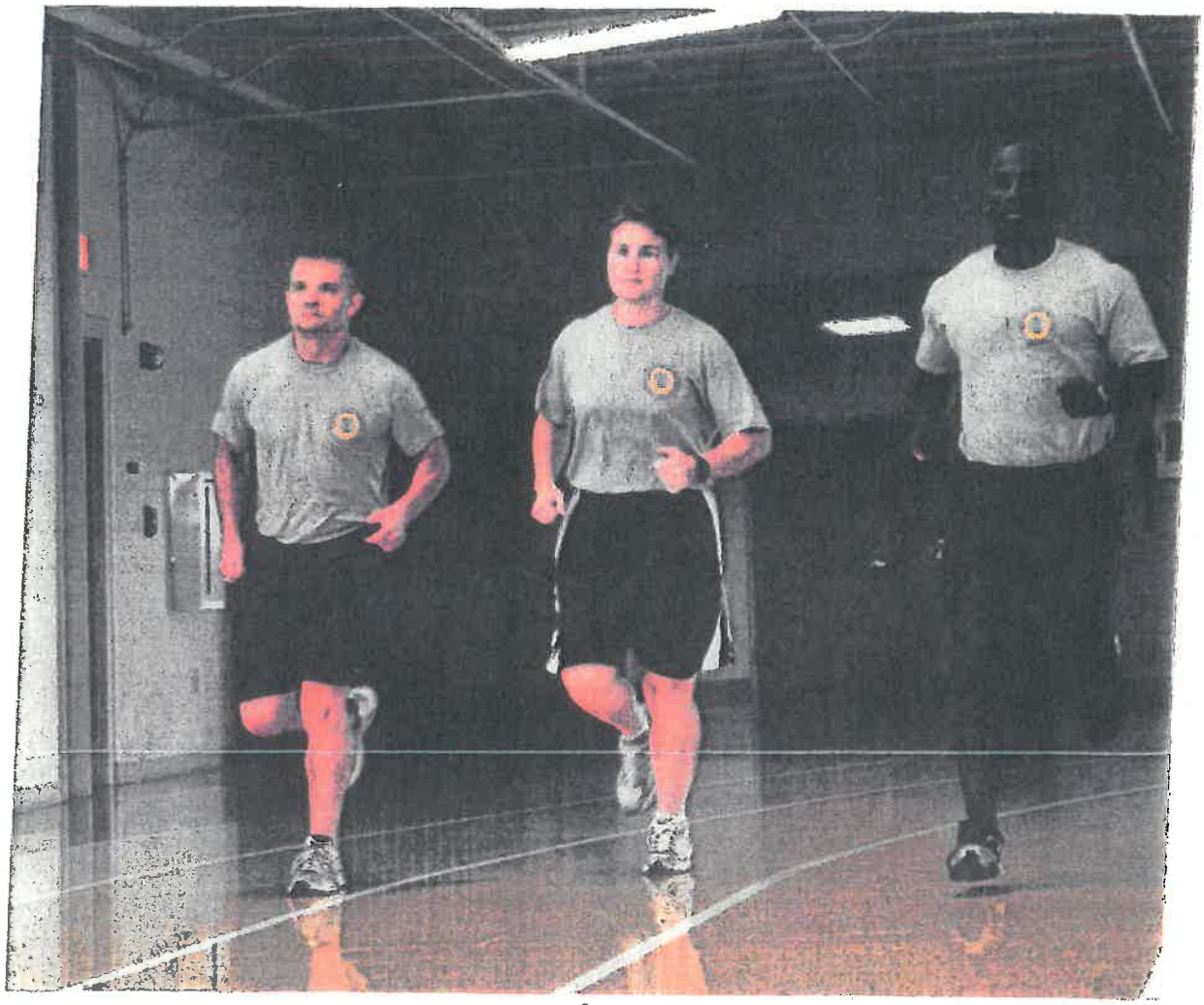
Measures Muscular Endurance

- 2 minute time limit.
- Shirts and other loose clothing are tucked in.
- Start in the up position.
- Hands placed approximately beneath the shoulders. In the down position the thumbs should be within the radius of the shoulder joint.
- Body position should form a straight line through the head, shoulders, hips and feet and should remain as such throughout the entire motion.
- Feet together or no wider than hips width apart. The outside of the feet may not exceed the width of the hips.
- A 3 inch high sponge is placed and secured on the ground by an administrator at chest level.
- Body is lowered until the chest contacts the sponge. Contact must be felt and heard (crinkling of the cellophane) by the administrator.
- The lower part of the body (knees, hips, etc) may not make contact with the floor at any time.
- Body is raised until a full, but soft extension of the elbows is reached. Locking out of the elbows is not advised.
- Resting is allowed in the up position only. During rest, a pike position is allowed but hands and feet must remain in contact with the floor at all times.
- Push ups are performed until the 11 point threshold is met or until the 2 minute time limit is reached.

1.5-Mile Run

Measures Cardiovascular Endurance

- Line up at start line.
- On the administrator's command to begin, a 1.5 mile (9820 feet) distance is covered. Walking, jogging, running or any combination thereof may be used through the duration of the test so long as the appropriate distance is covered.
- Entire body must cross the finish line.
- Running outside the designated lanes/boundaries or shortening the curves will result in an automatic failure on the test event.



General Important Training Tips

1. *PRACTICE* : At some point prior to the test date, practice each of the test events to find out which of the events need the most practice.

2. *DON'T OVER DO IT* : Be careful NOT to over do it the night before your test. Don't make yourself so sore you can't perform adequately the next day. In fact, it is best just to perform light exercises, stretching, or only fitness activities you are accustomed to the day before your test.

3. *STRETCH* : Adequately stretch before and after exercise.

4. *START SLOW* : When beginning any physical fitness activity be sure to start slowly and gradually increase your performance during the exercises whether in speed or strength.

   The longer you have been inactive, the more time you should allow your body to build up to maximum performance levels.

5. *EXCEED THE MINIMUM* : While training for the POPS test, attempt to exceed the minimum requirements so that on the day of testing you can be more assured that you will pass the events.

6. *KNOW WHEN TO SAY WHEN* : You know your body better than anyone else, acknowledge your limits. If you experience any unusual pains during an exercise, this is your body's warning signal that something is not right. Sometimes pain is caused by performing an exercise incorrectly. Be sure to check your form. If pain continues, stop the exercise.

7. *DRINK PLENTY OF FLUIDS* : Replenish your body's fluids during and after exercise.

8. *DRESS APPROPRIATELY* : Tennis shoes and non-restrictive clothes are recommended.

Bench Press

Note: If possible, consult a fitness trainer to assist you with becoming familiar with the proper use and safety involved in using free weights.
Do not attempt the bench press without proper instruction or spotting. A fitness trainer can also assist you with a program according to your body weight.

The starting weight for beginning bench press training is approximately 1/2 of the participant's body weight. Follow the progression indicated by the chart.

REPS = (Repetitions) The number of times an exercise is repeated
SETS =The number of consecutive repetitions performed without rest

Wk	Weight	REPS	SETS	Frequency
1	50% of body weight	1	8-10	3x week
2	50% of body weight + 5lbs	2	8-10	3x week
3-8	50% of body weight + 5lbs each week	2	8-10	3x week

Progressive Sit Up / Push Up Program

Complete one set of sit ups or push ups for the amount of time indicated for the weeks noted. Try to complete the program at least three days a week.

Example: Complete On Monday / Wednesday / Friday:

Weeks 1-4

3 sets of sit ups
- 1 set for 20 seconds (then rest for about 1 minute)
- 1 set for 15 seconds (then rest for about 1 minute)
- 1 set for 10 seconds (then rest for about 1 minute)

3 sets of push ups
- 1 set for 20 seconds (then rest for about 1 minute)
- 1 set for 15 seconds (then rest for about 1 minute)
- 1 set for 10 seconds (then rest for about 1 minute)

Weeks 5-8

3 sets of sit ups
- 1 set for 25 seconds (then rest for about 1 minute)
- 1 set for 15 seconds (then rest for about 1 minute)
- 1 set for 10 seconds (then rest for about 1 minute)

3 sets of push ups
- 1 set for 25 seconds (then rest for about 1 minute)
- 1 set for 15 seconds (then rest for about 1 minute)
- 1 set for 10 seconds (then rest for about 1 minute)

Preparation for the 300 Meter Run:

300 Meter Run

This training schedule is also progressive. Jog the distance twice prior to each training session. Then as before, follow the schedule.

Wk	Training Distance	# of times you sprint Repetitions	Time for the sprint Training Time	Rest period between sprints Rest Time	Frequency
1	300 meters	2	77 seconds	2 min..	1/week
2	300 meters	2	75 seconds	2 min..	1/week
3	300 meters	2	73 seconds	2 min..	1/week
4	300 meters	2	71 seconds	2 min..	1/week
5	300 meters	2	69 seconds	2 min..	1/week
6	300 meters	2	67 seconds	2 min..	1/week
7	300 meters	2	65 seconds	2 min..	1/week
8	300 meters	2	64 seconds	2 min..	1/week

Preparation for the 1.5 Mile Run:

*Sample 8-week beginning runner's training program**

The training plan that follows is designed to get you to the point where you can run 30 minutes (about 2 miles) at a slow, relaxed pace. It's a simple, progressive program that begins with more walking than running, and gradually evolves into more running than walking. Once you are able to run 2 miles nonstop, you can decide on your next goal. You might simply want to continue running 2 miles at a time, three or four days per week.

Don't be intimidated by this program. The first 2 miles are the hardest 2 miles you will ever run. Once you have reached this level of fitness, it's relatively easy to do more. You simply have to budget the time, and be patient and disciplined in your training.

Here are four key points to consider before you begin the 8-Week Program.

1. If you are over 40, not accustomed to any exercise, or more than 20 pounds overweight, consult with your physician. Unless you have a known health risk, your doctor will probably encourage you to begin a run-walk program, but it's always wise to check.

2. Schedule your workouts. You won't find time for them unless you make time for them.

3. Expect bad days. Everyone has them, but they pass quickly, and the next workout is often better than the previous one. So stick with the program.

4. Don't rush. In the fitness world, rushing leads to injuries and discouragement. Be patient, and go slow. The goal is to reach 30 minutes of continuous running, not to set any records getting there.

**The Runner's World Beginning Runner's Training Program. Amby Burfoot, 2009*

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Run & Walk Run 1 min. Walk 2 min. Repeat 10x	Walk Walk easy 30 min.	Run & Walk Run 1 min. Walk 2 min. Repeat 10x	Walk Walk easy 30 min.	Run & Walk Run 1 min. Walk 2 min. Repeat 10x	Run & Walk Run 1 min. Walk 2 min. Repeat 10x	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	Run & Walk Run 2 min. Walk 1 min. Repeat 10x	Walk Walk easy 30 min.	Run & Walk Run 3 min. Walk 1 min. Repeat 7x Run 2 min.	Walk Walk easy 30 min.	Run & Walk Run 4 min. Walk 1 min. Repeat 6x	Run & Walk Run 4 min. Walk 1 min. Repeat 6x	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
3	Run & Walk Run 5 min. Walk 1 min. Repeat 5x	Walk Walk easy 30 min.	Run & Walk Run 5 min. Walk 1 min. Repeat 5x	Walk Walk easy 30 min.	Run & Walk Run 6 min. Walk 1 min. Repeat 4x Run 2 min.	Run & Walk Run 6 min. Walk 1 min. Repeat 4x Run 2 min.	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
4	Run & Walk Run 8 min. Walk 1 min. Repeat 3x Run 3 min.	Walk Walk easy 30 min.	Run & Walk Run 9 min. Walk 1 min. Repeat 3x	Walk Walk easy 30 min.	Run & Walk Run 10 min. Walk 1 min. Repeat 2x Run 8 min.	Run & Walk Run 11 min. Walk 1 min. Repeat 2x Run 6 min.	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
5	Run & Walk Run 12 min. Walk 1 min. Repeat 2x Run 4 min.	Walk Walk easy 30 min.	Run & Walk Run 13 min. Walk 1 min. Repeat 2x Run 2 min.	Walk Walk easy 30 min.	Run & Walk Run 14 min. Walk 1 min. Repeat 2x	Run & Walk Run 15 min. Walk 1 min. Run 14 min.	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
6	Run & Walk Run 16 min. Walk 1 min. Run 13 min.	Walk Walk easy 30 min.	Run & Walk Run 17 min. Walk 1 min. Run 12 min.	Walk Walk easy 30 min.	Run & Walk Run 18 min. Walk 1 min. Run 11 min.	Run & Walk Run 19 min. Walk 1 min. Run 10 min.	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7	Run & Walk Run 20 min. Walk 1 min. Run 9 min.	Run & Walk Run 20 min. Walk 1 min. Run 9 min.	Run & Walk Run 22 min. Walk 1 min. Run 7 min.	Walk Walk easy 30 min.	Run & Walk Run 24 min. Walk 1 min. Run 5 min.	Run & Walk Run 26 min. Walk 1 min. Run 3 min.	Rest

Wk	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	Run & Walk Run 27 min. Walk 1 min. Repeat 3x Run 2 min.	Run & Walk Run 20 min. Walk 1 min. Run 9 min.	Run & Walk Run 28 min. Walk 1 min. Run 1 min.	Walk Walk easy 30 min.	Run & Walk Run 29 min. Walk 1 min.	Run & Walk Run 30 min.	Rest

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Richmond, KY 40475

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(859) 622-6218

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Metro Alcoholic Beverage Control Investigator In-Service Mandatory Training (Addendum D)

For existing officers hired prior to July 1, 2014:

A certificate of completion will be provided to ABC officer who completes and successfully passes mandatory training classes.

- LMPD In-Service Training Program - S.E.A.L. Training.
- LMPD Criminal Investigations Certification Course - 32 hours.
- Firearms Training/Handgun - LMPD Training Center - 1 qualification per year. LMPD provides the targets/instructor/ammunition.
- CPR/First Aid – Louisville Division of Fire Training.
- Defensive Tactics - LMPD In-Service.
- Handcuffing/Expandable Baton/Taser-Electronic Control Weapons/OC/Resistance Control/Weapon Retention/Edge Weapon Defense - LMPD In-Service Training.
- Custodial death prevention - LMPD In-Service Training.
- Penal Code - LMPD In-Service Training.
- Arrest, search and seizure - LMPD In-Service Training.
- Justifiable use of force - LMPD In-Service Training.
- DUI / Traffic Stops - LMPD In-Service Training.
- Courtroom Testimony - LMPD In-Service Training.
- Telecommunications/Radio - LMPD In-Service Training.
- Interview/Interrogation/Techniques - LMPD In-Service Training (40 hour course)
- Racial Profiling/Ethical Behavior/Respect for All People - LMPD In-Service Training.
- Citation & Arrest Slips- LMPD In-Service Training.
- Multi Officer Takedown - LMPD In-Service Training.
- Cursory & Safety Pat Downs - LMPD In-Service Training.
- CIT Training (Crisis Intervention Team) - LMPD In-Service Training.
- Gangs - LMPD In-Service Training.
- Narcotics - LMPD In-Service Training.