

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
AND
TEAMSTER LOCAL UNION NO. 783
CIVILIAN EMPLOYEES OF THE
LOUISVILLE METRO POLICE DEPARTMENT

EFFECTIVE DATE: 2/07/2011

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PREAMBLE	4
ARTICLE 1. SCOPE	4
ARTICLE 2. INTENT OF THE PARTIES	4
ARTICLE 3. SUBORDINATION	5
ARTICLE 4. UNION SECURITY	5
ARTICLE 5. UNION BUSINESS	6
ARTICLE 6. STEWARDS	7
ARTICLE 7. NO STRIKES OR LOCKOUTS; PICKET LINES	7
ARTICLE 8. SENIORITY AND LOSS THEREOF	8
ARTICLE 9. LAYOFF AND RECALL	9
ARTICLE 10. PERSONNEL FILES	10
ARTICLE 11. DISCIPLINE AND DISCHARGE	10
ARTICLE 12. GRIEVANCE PROCEDURE	11
ARTICLE 13. CERTAIN BENEFITS	13
Section 1. Life Insurance.....	13
Section 2. Annual Leave.....	13
Section 3. Retirement Plan.....	14
Section 4. Unemployment Insurance.....	14
Section 5. Jury Duty And Witness Leave.....	14
Section 6. Military Leave.....	14
Section 7. Tuition Reimbursement.....	15
Section 8. Equal Pay and Work On Higher Rated Jobs.....	15
Section 9. Sick Leave.....	15
Section 10. Funeral Leave.....	16
Section 11. Health Insurance.....	16
Section 12. Long-Term Disability.....	17
Section 13. Pretax Premium And/Or Dependant Care Account.....	17
Section 14. Court Pay.....	17
Section 15. Personal Day.....	17
Section 16. Defense and Indemnification.....	17
Section 17. Commercial Drivers License.....	17
Section 18. Vehicles and Equipment.....	17
Section 19. Meal Period/Breaks.....	18
Section 20. CSU, PRT and TCO Uniforms and Uniform Allowance.....	18

Section 21.	Call Out Pay	18
ARTICLE 14.	PROBATIONARY EMPLOYEES	18
ARTICLE 15.	JOB VACANCY – PROMOTION	19
ARTICLE 16.	COMPENSATION	19
ARTICLE 17.	TRAINING	22
ARTICLE 18.	RULES AND REGULATIONS	23
ARTICLE 19.	WORK DAY AND WORK WEEK	23
ARTICLE 20.	OVERTIME PAY AND DISTRIBUTION OF OVERTIME	23
ARTICLE 21.	MAINTENANCE OF STANDARDS	25
ARTICLE 22.	ERODING THE BARGAINING UNIT	26
ARTICLE 23.	ENTIRE AGREEMENT	26
ARTICLE 24.	TERM OF AGREEMENT	26
Addendum A.	Louisville Metro Bargaining Units – Base Pay Terminology	28

PREAMBLE

This Agreement made and entered into this 7th day of February 2011, by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as the "Metro Government," and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1. SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control of **the Louisville Metro Police Department (LMPD)** for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of the LMPD represented by Teamsters Local 783 pursuant to Metro Government Ordinances.

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

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

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

ARTICLE 2. INTENT OF THE PARTIES

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the rights of the Metro Government include, but are not limited to, the right to: determine the mission of the LMPD, take disciplinary action for just cause, lay off its Members because of lack of work or lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3. SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all Federal, state and local laws. Nothing herein shall be construed to prohibit the LMPD from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules not inconsistent with the provisions of this Agreement.

ARTICLE 4. UNION SECURITY

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

Section 2. The check-off of regular Union membership dues and any initiation fees for new members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their union membership must notify the Metro Government and Union expressly and individually, in writing by certified mail. 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 3. Union dues and fair share fees shall be deducted each payroll in an amount certified by Union. All Union dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of Union by the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify 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 5. 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. The Union has developed a political organization known as Democratic, Republican, Independent Voter Education (D.R.I.V.E.). Metro Government will deduct such amount as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such sum shall be deducted each payroll in an amount indicated by the Member. Such deduction shall be forwarded to the Union within thirty (30) days after the

deduction is made. If a Member at any time contends that the Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, the Teamsters Local 783 will defend and protect the Metro Government against expenses, repayment or losses, Liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

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

ARTICLE 5. UNION BUSINESS

Section 1. Contract Negotiations

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

Section 2. Union Access

(A.) **Bulletin boards.** Metro Government agrees to provide Union designated space on available bulletin boards upon which Union may post notice of meetings, announcements, or information of interest to its members. Union further agrees that it will not post any material which would be derogatory to any individual, LMPD or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of Union. All notices of Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the appropriate Director or designee.

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

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

Section 3. Notice of new hires.

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

ARTICLE 6. STEWARDS

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

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

- (a) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - (i) have been reduced to writing, or;
 - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Metro Government's business.

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

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

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

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

ARTICLE 7. NO STRIKES OR LOCKOUTS; PICKET LINES

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

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

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hours of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work,, and such Members shall not be entitled to or have any recourse to any other provisions of this agreement. It is further mutually agreed that the President of the Union will, within two (2) weeks of the date of the signing of this agreement, serve upon the Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 8. SENIORITY AND LOSS THEREOF

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

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

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

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

Section 3. A Member who transfers to a position in a different department shall retain his/her seniority for ten (10) days. If the Member returns within the ten (10) days, the Member shall have no loss of seniority.

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

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

Section 6. Any employee in any classification may request lateral transfer to another position within the same classification by notifying the Police Personnel office in writing. A record file of such request shall be maintained and vacancies shall be filled from such file on the basis of seniority and qualification, before a new employee is hired.

ARTICLE 9. LAYOFF AND RECALL

Section 1. Louisville Metro may lay-off a classified Member whenever it is deemed necessary due to material change in duties, workload, or shortage of funds. When it is necessary to reduce the number of employees in LMPD that will affect Members, the Union shall be notified as soon as practical. Lay-offs shall be governed by the Civil Service Rules, unless otherwise provided for herein.

Section 2. Lay-offs shall be made on the basis of seniority, which for purpose of this Article is the length of continuous service within the classification (or higher classifications) subject to reduction in force. Continuous service shall include:

- a. Service which has not been interrupted by a voluntary resignation, dismissal, demotion or lay-off; and
- b. Leaves of absence, to include military leave, leave with pay, and indefinite leave to fill an unclassified position in the department or agency.

Lay-offs of full-time Members within a classification shall be made only after laying-off all part-time, probationary, seasonal and temporary employees in that classification.

Section 3. A Member laid-off shall be reinstated to the last position held in the classified service in LMPD, if such position is budgeted, even though the lay-off of another Member in that classification is thereby required.

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

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

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

Section 7. Any regular Member who is laid-off and appeals to the Civil Service Board may not file a grievance under this Agreement.

ARTICLE 10. PERSONNEL FILES

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

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

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

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

ARTICLE 11. DISCIPLINE AND DISCHARGE

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

- a. Verbal warning
- b. Written warning
- c. Written reprimand
- d. Suspension
- e. Discharge

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

Any disciplinary action, the facts for which constitute a basis for discipline under this Article, whether such facts are known or should have been known by LMPD, and which result in a recommendation of discipline being a warning, reprimand, or suspension (of any number of days), but expressly excluding discharge or any discipline requiring investigation by Internal Affairs, shall be required to be filed (i.e., to have "charges" for discipline brought by LMPD) and

adjudicated against the offending employee within ninety (90) days of the occurrence or if not, then those operative facts shall not be used as the basis for any disciplinary action.

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

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

Section 5. (a.) If suspension of a Member because of progressive action is affirmed, the Member shall remain on the payroll until a final decision of the Chief to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure pursuant to Article 12.

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

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

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

(e.) A Member does not accrue leave time while on suspension unless the Member returns to duty.

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

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Each Member or the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and pursuing his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative

shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

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

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

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

Section 4.

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

(b) If not satisfactorily adjusted at this level within two (2) working days, the Member or Union may reduce the matter to writing and refer it to the Chief, who shall act within five (5) working days.

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

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

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

ARTICLE 13. CERTAIN BENEFITS

Section 1. Life Insurance

The Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one times the Member's annual salary up to Fifty Thousand \$50,000 dollars. Provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level. The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be born by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2. Annual Leave

(a) During the time period of December 1 through December 21 of each contract year, Members will be allowed to pick, by seniority, their primary annual leave weeks for the following year, listing first, second, and third choices. (For Members in a district, this Article shall only apply to Members of the bargaining unit in that respective district.) Senior Members may waive their right to select at a later date, they may not displace, bump less senior Members who have already selected. Members will be notified within fourteen (14) calendar days of their "pick" of their respective annual leave selection approval.

It is agreed that LMPD reserves the right not to grant leave time during Derby Week beginning seven (7) days prior to and including the first Saturday in May of each year.

(b) After the procedure set forth above, annual leave periods of less than five (5) days shall be scheduled pursuant to the needs of LMPD as follows. During the time period December 22 through December 31, Members will be allowed to pick, by seniority, one leave for any period of less than five (5) days. (For Members in a division, this Article shall only apply to Members of the bargaining unit in that respective division.)

(c) Thereafter, during the year Members requesting leave periods of less than five (5) days may do so without regard to seniority, which request may be granted based upon the scheduling needs of LMPD. Such five (5) day or less leave requests shall be approved or disapproved within twenty-four (24) hours from the time of the request.

(d) Annual leave with pay shall be granted to all full time Members as outlined below:

Full Years of Service	Annual Accrual Rate
0 year	2 calendar weeks
1 year	4 calendar weeks + 1/5 th of calendar week
2 years	4 calendar weeks + 2/5 th of calendar week
3 years	4 calendar weeks + 3/5 th of calendar week
4 years	4 calendar weeks + 4/5 th of calendar week
5 years	5 calendar weeks
6 years	5 calendar weeks + 1/5 th of calendar week
7 years	5 calendar weeks + 2/5 th of calendar week

8 years	5 calendar weeks + 3/5 th of calendar week
9 years	5 calendar weeks + 4/5 th of calendar week
10 years	6 calendar weeks
11 years	6 calendar weeks + 1/5 th of calendar week
12 years	6 calendar weeks + 2/5 th of calendar week
13 years	6 calendar weeks + 3/5 th of calendar week
14 years	6 calendar weeks + 4/5 th of calendar week
15 years	7 calendar weeks

(e) Members may take annual leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved prior to use. The Chief must approve any accumulation of annual leave beyond the year after that in which it is earned. Under no circumstances shall annual leave accumulate to exceed 480 hours.

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

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

(h) All annual leave shall be computed as time worked for purposes of overtime.

Section 3. Retirement Plan

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

Section 4. Unemployment Insurance

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

Section 5. Jury Duty And Witness Leave

Any Member who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding arising out of any act of employment with Metro Government, shall be compensated at his regular rate of pay for all time lost as a result thereof. In both instances, however the Members upon their release by the Court shall return to the respective Member's job duties. It is the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required. Time served on jury duty shall be computed as time worked.

Section 6. Military Leave

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be

entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 7. Tuition Reimbursement

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

Section 8. Equal Pay and Work On Higher Rated Jobs

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

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

Section 9. Sick Leave

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

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

(c) Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family. The immediate family of the Member shall include parents, wife, husband, children, or other relative living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the Chief or designee.

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

(e) Except in cases of emergency, to receive paid sick leave, a Member shall communicate with his immediate supervisor or designee one (1) hour before the time set for beginning work.

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

(g) In case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit upon the recommendation of the Chief and with the approval of the Director of Human Resources. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave. It is understood and agreed the Member must sign a promissory note with Metro Government agreeing to repay all borrowed time.

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

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

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

Section 10. Funeral Leave

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

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

Section 11. Health Insurance

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

majority of Metro Government employees, the percentage contributions for Members shall decrease to the same level.

Section 12. Long-Term Disability

Metro Government will provide long-term disability benefits for every Member at no cost to the Member at the same terms, and conditions as provided for non-union employees, pursuant to any rules, regulations, or procedures adopted by the Director of Human Resources concerning the said long-term disability income benefit.

Section 13. Pretax Premium And/Or Dependant Care Account

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

Section 14. Court Pay

Any Member required to report to or who is subpoenaed as a witness in any legal or departmental proceeding arising out of the Member's scope of authority and directly related to the Member's normal job duties at a time outside of the Member's normal hours of work shall be paid at one and one half (1 ½) times the Member's regular hourly rate of pay for actual time spent at the proceeding.

Section 15. Personal Day

Full-time Members, after the completion of their probationary period, shall receive one (1) paid personal day per fiscal year. The personal day must be used in the fiscal year it is accrued. This personal day may only be taken with supervisory approval and a minimum of twenty-four (24) hours notice. Such approval shall not be unreasonably withheld. Time off under this section shall be computed as time worked.

Section 16. Defense and Indemnification

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

Section 17. Commercial Drivers License

Any Member required by federal and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to the Family Health Center (Portland) for such exam at Metro Government's expense. In addition, Members shall be reimbursed for the cost of the renewal of the CDL. Members shall be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

Section 18. Vehicles and Equipment

It shall not be a violation of this Agreement for a Member to refuse to operate a vehicle, or any equipment, that does not meet the requirements of any Federal, State or local laws relating thereto. However, no Member is authorized to determine that a vehicle or any equipment does not meet the above-described standards. If a Member believes that a vehicle or a piece of equipment is unsafe, he shall report that fact to the immediate supervisor who shall then

determine the status of the vehicle or equipment. Any disagreement between a Member and management shall be treated as a grievance and a hearing shall be held promptly.

Section 19. Meal Period/Breaks

Members shall be entitled to one-half (1/2) hour paid meal break and two 15-minute paid breaks per workday. Members shall be allowed with the Chief's approval, to utilize the two (2) paid fifteen minute breaks together with the lunch half-hour to constitute an hour lunch break.

Section 20. CSU, PRT and TCO Uniforms and Uniform Allowance

a. Metro Government shall provide an "initial" issue of uniforms to newly hired or transferring employees into CSU, PRT and TCO. Each Member is responsible for cleaning and maintenance of all uniform components. Metro Government shall perform any cleaning and maintenance required by law.

b. Metro Governments agrees to provide Members in the Crime Scene Unit a standard dispensable set of gloves, boots, and smock (plastic) that is given to uniformed officers who enter areas in which there is human blood or other chemicals which may be hazardous.

c. Metro Government shall pay an annual uniform allowance of \$700.00 in each fiscal year under this Agreement to those Members provided with uniforms in the CSU and PRT, which amount shall be paid in two installments with the first regular pay check after July 1, and January 1, respectively, of each year. Metro Government shall pay an annual uniform allowance of \$1400.00 to TCOs, which amount shall be paid in two installments with the first regular pay check after July 1, and January 1, respectively, of each year. These uniform allowances are to cover the cost of replacement of uniform(s) due to "wear". Metro Government shall continue to make replacement of uniform(s), in whole or part(s), due to damage caused in the "line of duty."

Section 21. Call Out Pay

All hours worked on a call out which occurs at a time outside of an Member's regularly scheduled hours of work shall be paid for at one and one half (1 ½) times the Member's regular hourly rate. However, if the call out occurs on a Sunday or Holiday, then all hours worked shall be paid for at two (2) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four hours minimum period. Overtime in conjunction with the normal shift, when scheduled in advance, or which extends the normal shift, or attendance to a legal proceeding shall not be considered a call-out.

ARTICLE 14. PROBATIONARY EMPLOYEES

Section 1. All newly hired employees (and former employees rehired) shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period for a Crime Scene Technician Trainee shall be one (1) year. The probationary period for all other new employees shall be six months. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, lay off or discharge said employee as it deems necessary. Such transfer, lay off or discharge shall not be subject to the grievance procedures as set forth in this contract, provided however, that Metro Government may not discharge or discipline for the

purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against employees.

Section 2. The "probationary period" for those positions under the jurisdiction of the Civil Service Board applies to a Member who is promoted or reclassified, which reclassification or rights and remedies are set forth in the Rules and Regulations of the Civil Service Board. Provided, however, the "Civil Service probationary period" does not suspend any right of the Member to pursue a grievance under this Agreement.

ARTICLE 15. JOB VACANCY – PROMOTION

Section 1. Metro Government will use reasonable efforts to fill vacancies from within the LMPD. Promotions shall be opened to all regular qualified employees LMPD-wide basis. A vacancy shall be deemed to exist when a position in the classified service is vacant due to demotion, death, resignation, retirement, promotion or creation of a new position. A reclassification of an occupied position as a result of a job audit shall not be considered a vacancy.

Section 2. Vacancies will be filled from the appropriate eligibility list. If no list exists, notice for promotion will be posted for seven (7) working days. Subsequent vacancies will be made from the list established from the vacancy announcement.

Section 3. Whenever a promotional appointment within the LMPD is to be made, the Civil Service Director, as soon as possible, shall certify to the appointing authority the names of the three (3) highest ranks on the appropriate promotional eligibility list. In making classifications for multiple appointments in the same classification, the number of names to be certified to the appointing authority shall be two (2) more than the actual number of appointments to be made. All eligibility lists will be opened for inspection at the Civil Service Board during normal working hours. Competitors will be informed in writing as to their rating attained and ranking on the eligibility list by the Civil Service Board. In each instance in which a vacancy occurs, Metro Government shall furnish the Union with a copy of the vacancy, a list of the Members applying for the position, and the names of the successful applicants for the position.

Section 4. For purposes of this article, Metro Government and the Union shall discuss the weight to be given to factors utilized in filling promotional vacancies including, but not limited to, seniority, ability to perform job duties, oral interview, etc. Any agreement reached shall be jointed presented to the Civil Service Board for review and consideration.

ARTICLE 16. COMPENSATION

Section 1.

A. A Member shall be placed on the pay schedule below based upon the Member's length of service with Metro Government or its predecessor governments and shall progress through the steps of the scale as indicated, except for Red-Circled Members. A "Red Circled Member" is a Member whose rate of pay exceeds the amount designated for his/her step in the

salary schedule for his/her classification. A "Red-Circled" Member shall continue to receive the higher rate of pay but shall not receive any annual increases until the Member's rate no longer exceeds the hourly rate on the pay scale below.

Job Code	Job Title	Years of Service with Metro Gov			
		Step 1 0-1 yr	Step 2 1-3 yrs	Step 3 3-6 yrs	Step 4 6+ yrs
032450	Clerk Typist II-Police	12.32	12.84	13.44	14.09
030780	Crime Analyst I-Police	16.05	16.83	17.71	18.48
033750	Administrative Clerk - Police	11.94	12.47	12.96	13.48
081390	Crime Scene Tech I Police	18.35	19.16	20.15	21.11
081420	Crime Scene Tech Trainee	15.08	15.83	16.55	17.41
079240	Helicopter Mechanic	23.62	24.82	26.05	27.37
033610	Info Process Tech-Police	13.81	14.46	15.03	15.73
088480	Keeper I-Police	12.44	13.02	13.68	14.26
031230	Management Assistant	14.74	15.49	16.19	17.03
039150	Photographer Tech-Police	18.88	19.67	20.46	21.29
036570	Physical Fit Instr-Police	16.02	16.61	17.30	17.98
025820	Police Data Analyst	17.79	18.53	19.28	20.06
019690	Property Rm Clk Tr-Police	13.62	14.12	14.64	15.16
019660	Property Room Clk-Police	14.54	15.12	15.78	16.35
086240	Traffic Control Officer	13.48	14.03	14.66	15.13
032750	Transcriber-Police, Part-time	11.14	11.55	12.09	12.63
032720	Typist Police	12.47	12.96	13.48	14.16
081360	Video Forensic Specialist	21.79	22.87	24.01	25.21
034180	Word Processing Clerk Pol	12.47	12.96	13.48	14.16
081510	Police Report Technician	15.05	15.83	16.55	17.41

B. Annual Pay Increase

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

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Addendum A.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not**

granted to employees in the other bargaining unit to be effective on July 1, 2011, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

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

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Addendum A.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2012, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

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

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Addendum A.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2013, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

The occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government-recognized tax increment financing (TIF) district.

Section 2. Members who have at least seven (7) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND THREE HUNDRED AND THREE (\$1,303.00) DOLLARS. Members who have at least ten (10) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND FIVE HUNDRED AND SIXTY THREE (\$1,563.00) DOLLARS. Longevity pay will be payable in bi-weekly installments.

Section 3. A Member in the Crime Scene Investigation Unit shall receive the equivalent of ten (10) hours of overtime per pay period while training Crime Scene Technicians. All other Members shall receive \$1.15 per hour additional pay for time spent instructing/training others in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive "instructional" pay. This Agreement supersedes and nullifies any and all other agreements or past practices concerning such pay.

Section 4. Working Lead person

The LMPD shall have the exclusive right to assign Lead persons without job bid. The exercise of this right is at the LMPD's sole discretion. A Lead person's duties shall be:

- a. To relay supervisor's instructions, including the assignment of Members to the various jobs.
- b. To instruct Members as to normal methods, materials and equipment to be used in the completion of work in the Unit.
- c. The Lead person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations. The Lead person must record (report) to the immediate supervisor any activity which could be the basis for discipline.
- d. The Lead person is responsible for the completion and performance of the job(s) assigned.
- e. The Lead person shall be paid at the rate of One Dollar (\$1.00) per hour over the published rate of the job classifications to which the Lead person is normally assigned. In addition, the One Dollar (\$1.00) per hour shall be included as part of the amount and time worked for all compensable time and contractual benefits. However, Metro Government will not pay Sick Leave or Annual Leave Pay based upon the additional One Dollar (\$1.00) per hour premium.

ARTICLE 17. TRAINING

Section 1. Training mandated by City, State, or Federal laws or required as a condition of continued employment shall be provided by Metro Government at no cost to the

Member. Time spent on such training beyond eight (8) hours per day and forty (40) hours per week of the Member's regular work schedule shall be paid at the rate of time and one half (1 1/2).

Section 2. Required training will be offered to Members within the Unit in which the training is required on seniority basis by shift based upon the needs of the LMPD; provided, the Member has completed any preliminary training requirements, if any, and is eligible.

Section 3. The parties recognize certain positions within LMPD are of such a nature as to require certain periods of time as a trainee. However, it is understood and agreed that trainees who are retained after a twelve month period will be advanced to the permanent position before the hiring of a new employee.

Section 4. To increase the professionalism of the Crime Scene Investigation Unit, the parties shall jointly present to the Civil Service Board for its consideration increased educational requirements for the positions of Crime Scene Technician-Trainee and Crime Scene Technician.

ARTICLE 18. RULES AND REGULATIONS

Metro Government will provide the Union and the Chief Steward copies of all new LMPD rules, regulations, policies, and procedures that affect the Members prior to the date of implementation.

ARTICLE 19. WORK DAY AND WORK WEEK

Section 1. For full-time employees, the work day shall consist of a guarantee of eight (8) or ten (10) consecutive hours, depending on work schedule, if ready, willing and able to work. All Members shall be guaranteed forty (40) hours per week, if ready, willing and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this ordinance to work the eight (8) hours per day and forty (40) hours per week guaranteed by Metro Government. Shifts and off days shall continue as in affect on the date of this Agreement.

Section 2. If the LMPD intends to transfer an Member in the bargaining unit to a shift other than which the Member is performing, the LMPD will notify both the affected least senior qualified Member and the Union as soon as reasonably possible. It is the intent of this Agreement that a minimum of five (5) working days notice will be given unless the operation of the LMPD is unduly jeopardized, at which time both the Member and the Union will be notified of the reasons for a less than five (5) working days notice. The LMPD and Metro Government commits that it will not reasonably abuse the discretion with regard to this transfer policy.

ARTICLE 20. OVERTIME PAY AND DISTRIBUTION OF OVERTIME

Section 1. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) or ten (10) hours in a day, depending on work schedule, or

forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked on a sixth day as such. Two (2) times the regular hourly rate shall be paid for all hours worked on the seventh consecutive day in any one work week, as such. However, overtime premium pay shall not be pyramided.

Section 2. Insofar as practicable, overtime will be divided equally among Members, as provided herein, within the unit and classification in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

Notwithstanding anything herein to the contrary, in the event a Crime Scene Technician is required by the Member's supervisor to continue an investigation past the time of shift change because the investigation is in process, overtime will be approved for the Member for the time worked on an investigation past shift change.

Section 3. Scheduled and Forced Overtime

a. Scheduled Overtime shall be defined as any overtime offered within more than 72 hours of the requested tour of duty. Scheduled overtime requests shall be posted in the Overtime Request Binder. Members shall be allowed the opportunity to bid for the available scheduled overtime shifts as provided below. This overtime shall be awarded by seniority on a basis of the Scheduled Overtime rotation list.

b. Forced Overtime shall be defined as any overtime that has not been filled or that has been offered within less than 72 hours of requested tour of duty. Forced overtime shall be assigned by seniority on the basis of the forced overtime rotation of the proceeding watch of the requested tour of duty.

c. Two overtime logs will be maintained to track the distribution of overtime for both Scheduled and Forced Overtime. Each Overtime Log will track the seniority rotation of worked overtime, scheduled or forced.

Section 4. Securing Scheduled Overtime

a. The scheduled overtime request will be placed in the Overtime Request Binder. The overtime will first be awarded to the affected watch Members by seniority rotation based on the Scheduled Overtime Log. When Members sign up for the requested overtime they will note the specific number of hours they are volunteering to work (first 4, last 4 or all 8).

b. If no personnel signs up for the overtime prior to 72 hours notice, the supervisor will call any off day Members of the affected watch who were not aware of the overtime request. The call will be made first to the most senior as noted on the Overtime Call Log.

c. If no Member volunteers for the overtime, then the forced overtime procedures will be followed.

Section 5. Securing Forced Overtime

a. Forced overtime will not be posted in the Overtime Request Binder. The supervisor will call off day Members of the affected watch by seniority as noted on the Scheduled Overtime Log. If no off day Member from the affected watch volunteers for the overtime, the forced overtime will affect the watch preceding the requested tour of duty. Based on the seniority of the Forced Rotation Log for that watch, Members on duty shall be asked to volunteer. They may take 8 or 4 hours. Any Member who volunteers for a Forced Overtime request will have that time marked as a forced time. If no Member volunteers for the overtime, then the Member with least seniority on the Forced Rotation Log shall be forced to work for 4 hours.

b. The supervisor will then call the succeeding watch of the requested tour of duty beginning with the most senior Member from that watch Forced Rotation Log. If no Member volunteers for the overtime, then the Member with least seniority on the Forced Rotation Log, for that shift, shall be forced to work for 4 hours. If a supervisor is unable to contact anyone from the succeeding watch, the Member forced the first half will be forced for all 8 hours if necessary. If a Member calls in to volunteer for the overtime, after a Member has been forced, the supervisor will contact/call the Member who was forced and cancel the force. If the forced Member does not answer, no message will be left and the force will stay in place.

Section 6. Overtime that normally constitutes bargaining unit work for Traffic Control Officers will be offered to Traffic Control Officers prior to any such allocation to traffic crossing guards or uniformed officers of the LMPD, or any other employee not a Traffic Control Officer.

Section 7. All Members are required to have a working telephone number that shall be given to LMPD by the Member. A supervisor shall attempt to contact any respective Member for overtime within their unit or classification one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list in the unit or classification, whether the phone number the Member has given is busy, is an answering machine, or is out of order. If LMPD is unable to communicate with sufficient number of Member by use of the telephone, then LMPD may post the overtime need by electronic posting. The first qualified Member to respond to the electronic posting shall be given the overtime.

Section 8. Overtime may be considered mandatory for all Members during emergency situations.

Section 9. Any employee agreeing to work any overtime shall be responsible for that shift.

ARTICLE 21. MAINTENANCE OF STANDARDS

Metro Government agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than

the highest minimum standards in effect at the time of the signing of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 22. ERODING THE BARGAINING UNIT

Metro Government shall not subcontract for any work or services normally and historically performed by Members for the purpose of reducing or replacing the Members.

ARTICLE 23. ENTIRE AGREEMENT

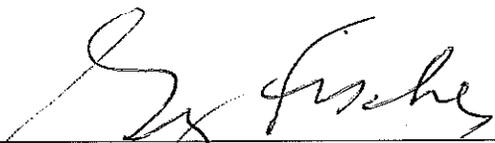
Section 1. Metro Government and Union shall not be bound by any requirement not specifically stated in this Agreement. Specifically, but not exclusively Metro Government and the Union are not bound by any past practices or understandings of Metro Government or their predecessors. The parties agree that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

Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from Metro Government representative and the representative of the Union.

ARTICLE 24. TERM OF AGREEMENT

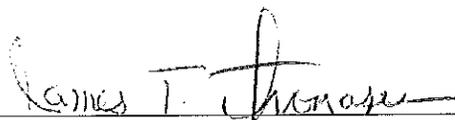
This Agreement shall become effective upon its execution by the parties for a term ending June 30, 2014. The parties agree to commence bargaining on a subsequent Agreement no later than 90 days before the expiration of this Agreement.

LOUISVILLE/JEFERSON COUNTY METRO GOVERNMENT

BY: 
GREG FISCHER, MAYOR

Date: 2/7/2011

TEAMSTERS LOCAL UNION NO. 783

BY: 
TODD THOMASSON,
BUSINESS REPRESENTATIVE

Date: _____

APPROVED AS TO FORM:


MICHAEL O'CONNELL,
JEFFERSON COUNTY ATTORNEY

Addendum A. Louisville Metro Bargaining Units – Base Pay Terminology

1. AFSCME – Library - “base hourly rate” (Article 13, Section 3) (2009)
2. AFSCME – Metro Technology - “hourly rate of pay” or “pay” (Article 15, Section 5) (2013)
3. AFSCME – Zoo – “base pay hourly rate” (Article 12, Section 2) (2013)
4. AFSCME Master - “hourly rates” or “salary” or “rate of pay” or “pay” (Article 24, Section 4) (2012)
5. AFSCME Parks Recreation and Maintenance - “base pay hourly rate” (Article 14, Section 2) (2013)
6. Carpenters - IPL Code Enforcement & Support – “base hourly rate” (Article 18, Section 1) (2010)
7. Crossing Guard Association – LMPD – “hourly rate” (Article 6) (2013)
8. Firemen & Oilers – SWMS Waste Reduction – “hourly pay rate schedule” (Article 14, Section 2) (2011)
9. FOP – LMPD Captains and Lieutenants – “base hourly rate of pay” (Article 34, Section 2) (2011)
10. FOP – LMPD Sworn Officers and Sergeants - base hourly rate of pay” (Article 24, Section 2) (2011)
11. FOP – Corrections Lieutenants and Captains - “base hourly pay rate” (Article 23) (2010)
12. FOP – Corrections Officers and Sergeants – “base hourly pay rate” (Article 22) (2010)
13. IAFF - Fire Department – Majors – “annual salary pay rates” (Article 19, Section 2) (2011)
14. IAFF – Fire Department – Suppression – “hourly base pay rates” (Article 20, Section 1, B. & C.) (2013)
15. IBEW – MetroSafe - Radio Techs – “base hourly pay rate” (Article 15, Section 3) (2012)
16. IBEW – Works Electrical Workers – “base hourly rate” (Article 14, Section 4) (2011)
17. Teamsters – Civilian Police – “base hourly rate” (Article 16, Section 1 C.) (2010)
18. Teamsters - EMS – “salary schedule” or “pay grade” (Article 22, Sections 1, b. and 2, b.) (2010)
19. Teamsters - Master Agreement (Including Waterfront) – “base hourly rate” (Addendums A-E, See Compensation sections) (2009)
20. Teamsters – MetroSafe – “base hourly rate” (Article 16, Section 1) (2010)
21. Teamsters – Non-sworn Corrections - “pay” (Article 20, Section 2) (2013)
22. Teamsters - Revenue Commission – “salary schedule” (Article 18, Section 4) (2009)