ORDINANCE NO. 114, SERIES 2016

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (EFFECTIVE JUNE 14, 2016 THROUGH JUNE 30, 2020) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND TEAMSTERS LOCAL UNION NO. 783, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CONCERNING THE CIVILIAN EMPLOYEES OF THE LOUISVILLE METRO POLICE DEPARTMENT.

SPONSORED BY: Councilwoman Cheri Bryant Hamilton

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, an Affiliate of The International Brotherhood of Teamsters concerning civilian employees of the Louisville Metro Police Department.

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

Section I. That the Collective Bargaining Agreement (Effective June 14, 2016 through June 30, 2020) reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783 for and on behalf of bargaining unit civilian employees within the Louisville Metro Police Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

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

H. Stephen Ott
Metro Council Clerk

David Yates
President of the Council

Greg Fischer
Mayor

August 5, 2016
Approval Date

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

BY: _____

LOUISVILLE METRO COUNCIL
READ AND PASSED
July 28, 2016

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: June 14, 2016

EXPIRATION DATE: JUNE 30, 2020

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PREAMBLE

This Agreement made and entered into this 14th day of June, 2016, 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 LMPD, take disciplinary action for just cause, lay off its Members, 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 (15^{th}) 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 bi-weekly. 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

The Union may select Members to represent the unit in the negotiation of a Collective Bargaining agreement. 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 prior to distribution.

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 one (1) Chief Steward and six (6) 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 of 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, or retires.
(c) Is laid off 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. 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 covered by this Agreement 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 ten (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 employees, 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 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 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 one (1) year 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, 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 without pay immediately and may proceed at the Member's election with the grievance procedure.

(c.) Any Member terminated because of progressive discipline shall be suspended without 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 may continue with the grievance procedure, and 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 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 apply equally to both Metro Government and the Union in the processing of 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 the Mayor's or Mayor's designee's decision does not resolve the grievance, the Union may request mediation or advisory arbitration within seven (7) days or receipt of the Mayor's/designee's decision by notifying Metro Government and the Department

of its intention to proceed to mediation or advisory arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason (s) why the decision of the Mayor or designee is unacceptable. At the same time the Union notifies Metro Government and the Department of its intention to proceed to mediation or advisory arbitration, it shall mail to the Louisville Labor-Management its notice of intention to proceed to advisory arbitration and request submission of a list of seven (7) mediators/arbitrators. A mediator/arbitrator shall be selected by each party alternately scratching a name from the panel submitted by the Louisville Labor-Management Committee with the Union having the right to strike first in even numbered years and Metro Government the right to strike first in odd numbered years. The parties shall meet for the purpose of scratching names from the panel within fourteen (14) days of receipt by both parties of the panel from which a mediator/arbitrator is to be selected.

The mediator's/arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

(e) The following limitation on the powers of the arbitrator shall apply:

(i) The arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted in the grievance and shall confine a decision to a determination of the facts and an interpretation and application of this Agreement.

(ii) The decision of the arbitrator shall be advisory in nature with respect to all matters.

(iii) Metro Government and the Union may advance to the next legal step.

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 (1) times the Member's annual salary up to Fifty Thousand $50,000.00 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, but in no case will decrease to less than fifteen thousand dollars ($15,000.00). 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 borne 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 hired prior to the date of ratification of this Agreement as outlined below:

Full Years of Service	Annual Accrual Rate
0 to 1 year	160 hours per year
1 to 2 years	168 hours per year
2 to 3 years	176 hours per year
3 to 4 years	184 hours per year
4 to 5 years	192 hours per year
5 to 6 years	200 hours per year
6 to 7 years	208 hours per year
7 to 8 years	216 hours per year
8 to 9 years	224 hours per year
9 to 10 years	232 hours per year
10 to 11 years	240 hours per year
11 to 12 years	248 hours per year
12 to 13 years	256 hours per year
13 to 14 years	264 hours per year
14 to 15 years	272 hours per year
15+ years	280 hours per year

Annual leave with pay shall be granted to all full-time Members hired on or after the date of ratification of this Agreement as outlined below:

Full Years of Service	Annual Accrual Rate
0 to 1 year	122 hours per year
1 to 2 years	130 hours per year
2 to 3 years	138 hours per year
3 to 4 years	146 hours per year
4 to 5 years	154 hours per year
5 to 6 years	160 hours per year
6 to 7 years	168 hours per year
7 to 8 years	176 hours per year
8 to 9 years	184 hours per year
9 to 10 years	192 hours per year
10 to 11 years	200 hours per year
11 to 12 years	208 hours per year
12 to 13 years	216 hours per year
13 to 14 years	224 hours per year
14 to 15 years	232 hours per year
15+ years	240 hours per year

The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on all of the Member's service with Metro Government.

(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 not be computed as time worked for purposes of overtime.

(i) No Black Out dates with the exception of Thunder Over Louisville, Oaks and Derby Day.

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 not be computed as time worked for purposes of overtime.

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-two (22) 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 second 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 hired prior to the date of ratification of this Agreement at the rate of one (1) day per month for each full month of service. Sick leave with pay shall be granted to all full-time Members hired on or after the date of ratification of this Agreement at the rate of one-half (1/2) 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. Time off for sick leave shall not be computed as "time worked" for purposes of overtime.

(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 step-children, mother or father-in-law, or qualified adult/domestic partner. 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.

(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) ***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 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.

(h) ***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.

(i) ***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, one of which must include the day of the funeral, 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 and a qualified adult/domestic partner as defined by Metro Government's Personnel Policy.

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 not be computed as time worked for purposes of overtime. 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.

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 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 Dependent 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 a minimum of two (2) hours, or if greater than two (2) hours, 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 not 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 Government 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 One Thousand Dollars ($1,000.00) 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 (2) 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 Fourteen Hundred Dollars ($1,400.00) to TCOs, which amount shall be paid in two (2) 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. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. A Member called out shall work the four (4) 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.

Members reached at home by telephone outside of their regular scheduled work hours by a supervisor or management, 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 ten (10) minute increments. Each Member claiming such pay shall submit verification that management requires to be filled out the next day after such contact.

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 new employees shall be one (1) year.

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. The Member shall have fifteen (15) calendar days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to an available position of similar or lower classification with no loss of seniority therein.

ARTICLE 15.JOB VACANCY – PROMOTION

Section 1. Metro Government will use reasonable efforts to fill vacancies from within LMPD. Promotions shall be opened to all regular qualified employees on an 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.

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 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 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. The position will be awarded based upon the following criteria: seniority; attainment of required skills and experience; education; and documented employment factors relating to the Member's job history. The above criteria are not listed in order of priority.

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, on a bi-weekly basis, 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 and shall receive any annual increases until the Member's rate no longer exceeds the hourly rate on the pay scale below.

Effective July 1, 2014:

		Years of Service with Metro Gov			
Job Code	**Job Title**	**Step 1 0-1 yr**	**Step 2 1-3 yrs**	**Step 3 3-6 yrs**	**Step 4 6+ yrs**
032750	Transcriber-Police	12.01	12.46	13.04	13.62
032750	Trnscriber-Police, Part-time	12.01	12.46	13.04	13.62
033750	Administrative Clerk - Police	13.18	13.80	14.38	15.00
032450	Clerk Typist II-Police	13.59	14.20	14.90	15.65
088480	Keeper I-Police	13.41	14.04	14.75	15.38
032720	Administrative Secretary	13.75	14.33	14.95	15.72
034180	Word Processing Clerk Pol	13.44	13.97	14.54	15.26
031170	Administrative Specialist	13.49	14.02	14.72	15.87
086240	Traffic Control Officer II	15.04	15.55	16.54	18.42
019690	Property Rm Clk Tr-Police	14.68	15.22	15.78	16.34
033610	Info Process Tech-Police	14.89	15.59	16.21	16.95
019660	Property Room Clk-Police	16.15	16.79	17.52	18.41
033810	LMPD Service Center Tech	15.88	16.70	17.45	18.36
031230	Management Assistant	15.88	16.70	17.45	18.36
081420	Crime Scene Tech Trainee	16.26	17.07	17.84	18.78
081510	Police Report Technician	16.26	17.07	17.84	18.78
036570	Physical Fit Instr-Police	17.27	17.91	18.65	19.39
030780	Crime Analyst I-Police	17.30	18.14	19.09	19.93
025820	Police Data Analyst	19.18	19.98	20.79	21.63
081390	Crime Scene Tech I Police	19.78	20.65	21.72	23.00
039150	Photographer Tech-Police	20.67	21.81	23.13	24.72
081330	Latent Fingerprint Technician	23.49	24.66	25.88	27.17
081360	Video Forensic Specialist	23.49	24.66	25.88	27.17
079240	Helicopter Mechanic	25.46	26.77	28.08	29.51

The Permit/License Assistant position is being accreted into this Collective Bargaining Agreement, and will be re-classified to the Info Processing Tech position.

B. Annual Pay Increase

(1.) On July 1, 2015, the hourly base pay rates on the wage schedule above shall be increased by a cost of living adjustment of one percent (1%).

(2.) On July 1, 2016, the hourly base pay rates on the wage schedule above shall be increased by a cost of living adjustment of two percent (2%).

(3.) On July 1, 2017, the hourly base pay rates on the wage schedule above shall be increased by a cost of living adjustment of two percent (2%).

(4.) On July 1, 2018, the hourly base pay rates on the wage schedule above shall be increased by a cost of living adjustment of two percent (2%).

(5.) On July 1, 2019, the hourly base pay rates on the wage schedule above shall be increased by a cost of living adjustment of one percent (1%).

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 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 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 (12) 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 week shall consist of 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 forty (40) hours per week. The number of hours worked shall not exceed sixteen (16) hours with at least eight (8) hours between shifts within a twenty-four (24) hour period. Shifts and off days shall continue as in effect on the date of this Agreement.

Section 2. If LMPD intends to transfer an Member in the bargaining unit to a shift other than which the Member is performing, 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. 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 forty (40) hours in a week. 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 (2) 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 eight (8) or four (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 four (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 four (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 eight (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 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 (1) 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 a sufficient number of Members 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.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.DRUG TESTING

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 25.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 26.TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties for a term ending June 30, 2020. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

LOUISVILLE/JEFERSON COUNTY
METRO GOVERNMENT

BY: _____
GREG FISCHER, MAYOR

Date: 6-14-16

TEAMSTERS LOCAL UNION NO. 783

BY: _____
JUSTIN SCHARRER,
BUSINESS REPRESENTATIVE

Date: 5/9/2016

APPROVED AS TO FORM:

_____ 5/18/16
MICHAEL O'CONNELL,
JEFFERSON COUNTY ATTORNEY