

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

AND

**LOUISVILLE METRO TRAFFIC
GUARDS ASSOCIATION**

Effective Date: July 1, 2008
Expiration Date: June 30, 2013

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 14th day of August 2008 by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION (hereinafter referred to as "Association").

ARTICLE 1. SCOPE

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

Section 2. As used in this Agreement, "Members" means employees of the Louisville Metro Police Department for whom the Association was recognized as exclusive bargaining representative in the classifications of Traffic Guards, but excluding all positions supervisory in nature or above.

ARTICLE 2. MANAGERIAL RIGHTS

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 exclusive rights of the Metro Government include, but are not limited to, the right to:

- a. determine the mission of its constituent departments, divisions, commission, and boards;
- b. set standards of service;
- c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions;
- d. direct its employees;
- e. take disciplinary action;
- f. relieve its employees from duty because of lack of work or for other legitimate reasons;
- g. maintain the efficiency of governmental operations;
- h. determine the methods, means and personnel by which operations are to be conducted, including but not limited to, the right to assign Traffic Guards covered under this agreement to traffic control duties other than at school crossings as the need arises;
- i. determine the content of job classifications;

- j. take all necessary actions to carry out its mission in emergencies or otherwise;
- k. exercise complete control and discretion over its organization and the technology of performing its work

It is expressly intended that the duties, responsibilities and functions of the Metro Government in the operation of its Police Department shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

ARTICLE 3. SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Chief of Police from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement.

ARTICLE 4. GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

ARTICLE 5. PERSONNEL POLICY MANUAL

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made thereto during the term of this Agreement shall apply to the Members.

ARTICLE 6. WAGE AGREEMENT

For Fiscal Year beginning July 1, 2008 and ending on June 30, 2009, and for each subsequent fiscal year covered by this Agreement, the Hourly Rate for Members in effect on June 30, 2008 shall be increased 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 2% whichever is more. Provided however, the occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government-recognized tax increment financing (TIF) district.

ARTICLE 7. REGULAR HOURS WORKED AND ADDITIONAL HOURS

Section 1. A Traffic Session for the purpose of this article means a school traffic session in the morning or afternoon at a single school. The Association is comprised of the following Members:

A. Two Session Traffic Guards who work two traffic sessions per day and will receive four (4) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard. Two Session Traffic Guards may volunteer to work one or two additional sessions per day if vacant sessions exist and LMPD chooses to fill these sessions. For each extra session worked, the Traffic Guard will receive two additional hours of pay.

B. Three Session Traffic Guards who work three traffic sessions per day and will receive six (6) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard. Three Session Traffic Guards may volunteer to work one additional session per day if the vacant session exists and LMPD chooses to fill these sessions. For working an additional session, the Traffic Guard will receive two additional hours of pay.

C. Four Session Traffic Guards who work four traffic sessions per day and will receive eight (8) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard.

D. Rovers are required to be available by telephone, dressed in their uniforms, and able to respond immediately to work for one or both morning sessions and/or one or both afternoon sessions that LMPD decides to staff. LMPD shall set the hours rovers must be available for call-in. Rovers may be classified as Two Session Guards or Three Session Guards. Rovers shall be paid as described in A or B above, whichever is applicable.

Section 2. Additional Hours of Work

A. The opportunity to perform traffic control duties for other festival or special events, in addition to the Members' regular duties, for which LMPD has at least 72 hours of advanced notice that traffic control officers are needed, shall be offered to Members starting with the most senior and progressing through the entire roster of Members by rotations before returning to the top of the seniority list.

B. LMPD shall maintain a "no call" list for non-mandatory over time. Members on the "no call" list will not be notified of opportunities to perform traffic control duties additional to their regular duties.

C. The opportunity to perform traffic control duties for other festival or special events, in addition to the Members' regular duties, for which LMPD **has less than 12 hours** of advanced notice that traffic control officers are needed or in situations where vacancies on pre-filled sessions occur because of illness, injury, or other excused absence of a Member, shall be offered to Members at the discretion of LMPD.

ARTICLE 8. TRANSFERS

When a school post becomes open, Members will be advised of the availability of the post during a Traffic Guard meeting. Any Traffic Guard interested in the named school must respond back to the Traffic Guard Supervisor in writing within five (5) business days.

Selection and placement will be based on performance, seniority and job ability. The only exception will be that of a Traffic Guard losing his/her post, due to school closing or post deletion. The displaced Traffic Guard will be given priority. The final decision of placement will be made by the Chief of Police or his/her designee. All decisions are final.

When the post is filled, the Traffic Guard will start the new position the following Monday.

ARTICLE 9. UNIFORMS

Each Traffic Guard who is required to wear a uniform shall be entitled to an annual uniform allowance each fiscal year during the term of this Agreement payable on the first regular pay period after October first of each year. For fiscal year 2008/2009, the uniform allowance shall be \$350.00; for fiscal year 2009/2010, the allowance shall be \$400.00; and for fiscal year 2010/2011, and each subsequent fiscal year under this Agreement, the allowance shall be \$450.00. All mandatory equipment such as reflective vests, flashlights, batteries, stop signs, and flares will be provided by Metro Government. This uniform allowance is to cover the cost of replacement of uniform(s) due to normal wear and tear. Metro Government shall make reasonable replacement of uniform(s), in whole or part(s), due to damage caused in the "line of duty."

ARTICLE 10. HEALTH INSURANCE

Traffic Guards who work an average of 25 hours per week or more during the regular school year will be eligible to receive the health insurance benefits afforded to all Metro Government part-time employees. Metro Government will not pay any portion of the premium during the months of June and July. During those months each eligible employee who has worked the required hours during the school year will be allowed to continue coverage by paying the full premium if they wish to have the same health plan during the summer months. Traffic Guards shall have access to the same family member health insurance coverage provided all Metro Government employees by paying the full premiums, year round, if they wish to participate.

ARTICLE 11. LIFE INSURANCE

Metro Government will provide both single and double session Traffic Guards with a group life insurance plan with \$15,000 coverage upon the death of the employee. Traffic Guards shall have access to the same family member life insurance coverage provided all Metro Government employees by paying the full premium if they wish to participate.

ARTICLE 12. MANDATORY MEETINGS

There will be mandatory meetings every other week with the Police Department and all Traffic Guards during each school year. In-service training may be provided during these meetings. Members shall be paid a minimum of four hours of pay for attendance at a mandatory meeting.

ARTICLE 13. EMERGENCY SCHOOL CLOSING DAY

Traffic Guards who are unable to work due to an emergency closing of the schools, shall receive their normal pay for work scheduled on one such cancelled day per fiscal year.

ARTICLE 14. SICK DAYS

Unless otherwise specified herein, Traffic Guards shall accrue sick days and may use sick days consistent with the Personnel Policy for Metro Government employees, attached hereto in its entirety, as it may be revised, amended or otherwise changed during the term of this Agreement. Members will accrue pro-rated sick leave when regularly scheduled for a minimum of 20 hours per week.

ARTICLE 15. VACATIONS

Traffic Guards who work a minimum of 17.5 hours per week shall be granted leave with pay for vacation to be taken at such reasonable time as provided by the Police Chief with regard to the needs of Metro Government. During the first year of employment, Traffic Guards shall earn vacation credit on a pro rata basis. In determining the rate of accrual, the estimated annual hours of the Traffic Guard shall be divided by 2080 hours to determine the pro rata percentage of normal accrual.

Unless otherwise specified herein all conditions concerning the accrual and use of vacations shall be the same as the Personnel Policy for Metro Government employees, attached hereto in its entirety as it may be revised, amended or otherwise changed during the term of this Agreement. Vacation shall be considered time worked for the purpose of overtime.

ARTICLE 16. HOLIDAYS

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

Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving Day	Day Following Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May

In addition, Traffic Guards shall be granted two additional Floating Holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in the calendar year in which they are accrued. A Traffic Guard is not paid for unused Floating Holidays at the end of a year or upon termination of employment. Traffic Guards hired between January 1 and June 30 will receive both Floating Holidays their first calendar year of employment. Traffic Guards hired between July 1 and October 31st will receive one Floating Holiday in their first calendar year. Traffic Guards hired after October 31 will not receive a Floating Holiday their first calendar year of employment.

Unless otherwise specified herein all conditions concerning the accrual and use of holidays shall be the same as the Personnel Policy for Metro Government employees, attached hereto in its entirety as it may be revised, amended or otherwise changed during the term of this Agreement. Holidays shall be considered time worked for the purpose of overtime.

ARTICLE 17. FUNERAL LEAVE

To protect Members from losing pay for attending the funeral of a loved one, Members may be granted funeral leave with pay, as set out below, to attend the funeral of a member of the Member's immediate family.

"Immediate family" shall be defined as the following: parents, spouse, mother or father-in-law, step parents, a former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren.

Members may be compensated for a period up to three consecutive workdays, one of which must include the funeral, as actually needed to attend the funeral. The approval of the Chief or designee is required. The number of days approved will be at the discretion of the Chief or designee. Funeral leave will not extend beyond the day after the funeral. Members may be required to provide proof of need for Funeral Leave. Funeral leave shall be considered time worked for the purpose of overtime.

ARTICLE 18. SPECIAL ASSIGNMENT DUTY AND PAY

Section 1. When requested, Traffic Guards shall be required to perform traffic control duties during Thunder Over Louisville and Kentucky Derby Festival-related events. However, Traffic Guards who are 65 years of age or older are exempt from working mandatory details but shall be allowed to work such details at their request consistent with Article 7 Section 2 herein.

Section 2. When performing the duties of traffic control other than at regular school crossings, Traffic Guards shall be paid at the starting rate of a Traffic Control Officer II.

ARTICLE 19. WORKERS' COMPENSATION

Metro Government shall provide workers' compensation coverage for all Traffic Guards. Medical expenses and disability payments shall be made in accordance with Workers' Compensation laws of the Commonwealth of Kentucky.

Unless otherwise specified herein all conditions concerning workers' compensation shall be the same as the Personnel Policy for Metro Government employees, attached hereto in its entirety as it may be revised, amended or otherwise changed during the term of this Agreement.

ARTICLE 20. ASSOCIATION FEES

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.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of a specific provision of this Agreement. The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement. The following matters are considered grievable issues:

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Disciplinary actions

Section 2. A grievance may be initiated by the Association or an aggrieved Member. The Metro Government shall not retaliate or discriminate in any manner against any Member for initiating a grievance. A Member shall have the right to have an Association representation (a steward or officer) at any disciplinary proceeding.

Section 3. Grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1. Within ten workdays of the aggrieved event, or within 10 workdays of when the Member and/or the Association could have reasonably known of the aggrieved event, the Member and Association shall meet with the Member's most immediate supervisor outside of the bargaining unit and attempt to resolve the grievance.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and Association may, within ten workdays of the conference, request, in writing, a conference with the Chief or designee. This conference shall be held with the Chief or designee within ten days of the request. The Chief or designee shall give a written answer to the Member and Association within ten days of the conference. The Member's representation at this step shall be limited to one steward or employee-officer and one non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within ten workdays of receipt of the Chief's or designee's written answer, the Member and Association may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and the Association to assist in resolving the grievance. The Member's representation at this and all subsequent steps in this grievance procedure is limited to one steward or employee-officer and two non-employee representatives, inclusive of an attorney if used. Within 30 days of receipt of the grievance, the Human Resources Director will make a determination and advise the Chief or designee and the Member and Association of the decision in writing.

Step 4. If the Member and Association are still aggrieved after the decision of the Director of Human Resources, the Member and Association may forward the grievance in writing within twenty (20) workdays from the receipt of the Director's decision to the Louisville Labor Management Committee. The Committee's designee may schedule a conference with the aggrieved Member to assist in its determination. Within 30 days after receipt of the grievance, the Committee's designee will make a determination and advise the Director of Human Resources, the Member and Association of its recommendation. The Committee's designee 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 recommend an award which is in conflict with any provision of this Agreement. The Committee's designee shall consider only the specific issue or issues submitted to it and shall confine its recommendation to a determination of the facts and an interpretation and application of this Agreement.

The Director of Human Resources, after consulting with the Mayor, will then advise the Member whether the determination and recommendation of Committee's designee the will be accepted.

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, the Member or Association may advance the grievance to the next step.

Section 5. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of the termination of this Agreement.

Section 6. Members required to attend presentations, conferences or hearings during the grievance procedure held during their regular work time shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

ARTICLE 22. ENTIRE AGREEMENT

Section 1. Metro Government and the Association shall not be bound by any requirement not specifically stated in this Agreement. Metro Government and the Association are not bound by any past practices or understandings of Metro Government or the Association unless recognized by this Agreement.

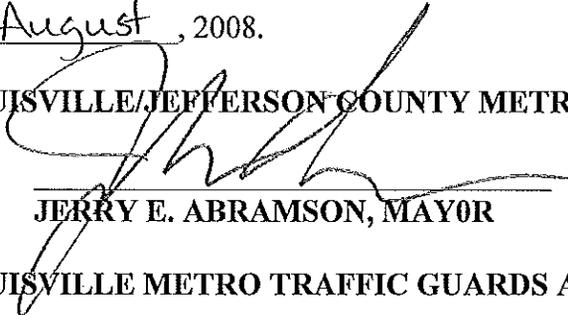
Section 2. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from Metro Government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

ARTICLE 23. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 1, 2008 through June 30, 2013.

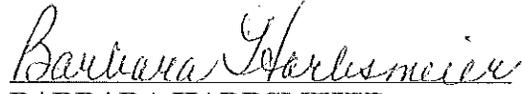
IN WITNESS WHEREOF, the Parties have affixed their signatures this 14th day of August, 2008.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: 
JERRY E. ABRAMSON, MAYOR

Date: 8-14-08

LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION

By: 
BARBARA HARBSMEIER
ASSOCIATION REPRESENTATIVE

Date: 8 August 08

APPROVED AS TO FORM:


IRV MAZE
JEFFERSON COUNTY ATTORNEY