

ORDINANCE NO. 095, SERIES 2012

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (MAY 3, 2012-June 30, 2015) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITION OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND FRATERNAL ORDER OF POLICE LODGE NO. 77 CONCERNING CERTAIN SWORN EMPLOYEES OF THE LOUISVILLE METRO CORRECTIONS DEPARTMENT.

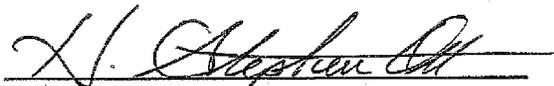
Sponsored By: Councilman Jandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Fraternal Order of Police Lodge No. 77 concerning certain sworn employees of the Louisville Metro Corrections Department.

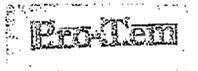
BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

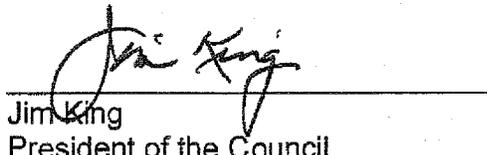
**SECTION I:** The Collective Bargaining Agreement (May 3, 2012-June 30, 2015) reached between Louisville/Jefferson County Metro Government and Fraternal Order of Police Lodge No. 77 for and on behalf of bargaining unit employees within the Louisville Metro Corrections Department concerning wages, other 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.



Kathleen J. Herron  
Metro Council Clerk





Jim King  
President of the Council

*Greg Fischer*

Greg Fischer  
Mayor

5-25-12

Approval Date

APPROVED AS TO FORM AND LEGALITY: *HAB*

Michael J. O'Connell  
Jefferson County Attorney



BY: *Walter P. O'Brien*

OrdinanceApprovingMetroCorrectionsCBA2012.doc/kb

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**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

**LOUISVILLE CORRECTIONS  
FRATERNAL ORDER OF POLICE LODGE #77**

**OFFICERS AND SERGEANTS**

Effective Date: 5/3/2012

Expiration Date: June 30, 2015

**This Contract dedicated in Memory of**

**Mark L. Miller**

**His integrity and diplomacy advanced the understanding  
and labor relations between the parties.**

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## PREAMBLE

**THIS COLLECTIVE BARGAINING AGREEMENT**, entered into this 3<sup>RD</sup> day of MAY, 2012, by and between Louisville-Jefferson County Metro Government (hereinafter the "Metro Government"), and Louisville Corrections Fraternal Order of Police, Lodge No. 77 (hereinafter the "Lodge"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain sworn employees of the Louisville Metro Corrections Department.

## ARTICLE 1 - RECOGNITION

Section 1. Metro Government recognizes the Lodge as the exclusive representative for certain sworn employees of the Louisville Metro Corrections Department pursuant to Ordinance 124 Series 2003 for the purpose of collective bargaining on all matters within the legitimate scope of representation. Metro Government shall consider the positions and the proposals of the Lodge as the bargaining positions and proposals of all members, individually and collectively, in said unit.

Section 2. The Lodge recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 3. As used in this Agreement, unless the context requires otherwise, the term "Members" means non-probationary sworn employees of the Louisville Metro Corrections Department in the classifications of Corrections officer and Corrections sergeant.

Section 4. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

Section 5. Every Corrections officer shall serve a probationary period of nine (9) months from sworn date. During the probationary period, a Corrections officer shall be entitled to only the following economic benefits contained in this Agreement: rates of pay, annual leave, sick leave, holidays, pension, funeral leave, life and health insurance, clothing allowance and in-line-of-duty injury benefits for injuries sustained by probationary Members while engaged in action involving contact with inmates related to service as a Corrections officer as distinguished from the normal hazards to which any employee may be exposed. If training requirements are not timely completed within the probationary period, the probationary period may be extended twice in ninety (90) day increments for a total of an additional six (6) month period. The probationary employee shall be notified in writing stating the cause for the extension at least ten (10) days prior to each extension.

## ARTICLE 2 - SCOPE

This Agreement, pursuant to the Collective Bargaining Ordinance, codified in the Louisville Metro Code of Ordinances, LMCO Section 35.050-35.058 extends to all matters relating to wages, hours, and terms and conditions of employment. This Agreement shall not extend to matters of

inherent managerial policy, including, but not limited to, the specific rights set forth in Article 4 herein.

### **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 Director of Corrections (hereinafter "Director") from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules relating to Members' employment not contradictory to the express provisions of this Agreement.

### **ARTICLE 4 - METRO GOVERNMENT RIGHTS**

The administration and management of the Louisville Metro Department of Corrections shall be with the Director who has the right to control and direct the working force subject to the express terms of this Agreement. Nothing contained in this Agreement is intended to limit the rights of the Metro Government provided by law to organize and administer its service and activities. The operation, control and management of the Louisville Metro Department of Corrections shall continue to be solely and exclusively the function and prerogative of Louisville Metro Government. All the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of the Agreement are reserved and retained exclusively to the Metro Government.

### **ARTICLE 5 - LODGE SECURITY**

Section 1. Membership in the Lodge is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a Member regarding such matters. Members in the bargaining unit who do not join the Lodge, however, shall be required to pay their fair share of the cost of representation by the Lodge, the amount of which shall be determined by the Lodge.

Section 2. The check-off of regular Lodge 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 Lodge membership must notify the Metro Government and the Lodge expressly and individually, in writing by certified mail. The fair share fee shall be deducted from Members' wages and remitted to the Lodge, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Lodge with appropriate advance notice given to the Metro Government and affected Members. The Lodge and Metro Government further agree to comply with any other procedures not expressly set forth herein if required by Metro Government's Collective Bargaining Ordinance as it relates to this Article.

Section 3. Lodge dues and fair share fees shall be deducted biweekly in an amount certified by the Lodge. All Lodge dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Lodge membership dues and fair share fees shall be transmitted to the Treasurer of the Lodge by the fifteenth (15th) day of the succeeding month after such deductions are made. The Lodge 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 Lodge shall notify the Metro Government of the cost of representation by the Lodge and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

## ARTICLE 6 - LODGE BUSINESS

Section 1. The parties agree that the number of Members engaged in Lodge business as set forth in Sections 4, 6, and 8 hereunder is a cumulative number shared by this bargaining unit and the bargaining unit of Corrections employees in the classifications of Corrections lieutenant and Corrections captain.

Section 2. The Lodge may select not more than five (5) persons and the Lodge President to represent the Lodge in the negotiation of a collective bargaining agreement during working hours without loss in compensation, not to exceed eight (8) hours straight time pay. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data and meet with counsel and/or committee members and consultants for the purposes of expediting good faith negotiations. In addition, the Lodge may select no more than four (4) additional persons to represent the Lodge in the negotiation of collective bargaining agreements during working hours who shall be allowed to use accumulated leave with pay not to include sick leave for this purpose. The Lodge shall provide prior notice to the Director of the dates and times needed to conduct business relating to negotiations between Metro Government and the Lodge. The Director shall be notified by the Lodge in writing of any substitutions or replacements of designated persons.

Section 3. The President and two (2) designees from the Lodge who are Members of the bargaining unit shall be granted leave with pay for the purpose of meeting with Metro Government employees or officials in order to process grievances filed by Members and/or in order to assist in presenting any cases covered by this Agreement in arbitration proceedings. Metro Government shall not discriminate or retaliate in any manner whatsoever against any Member performing the duties and responsibilities of a Lodge designee. Pay to said designees shall be on a straight-time basis only. The names of the designees from the Lodge and the amount of time spent on such activities shall be reported in writing within ten (10) days to the Director.

Section 4. The Lodge may select one (1) Member to attend the Kentucky General Assembly when in session without loss of compensation of no more than eight (8) hours a calendar

week. Said representative may, at his or her option, as authorized by the Director, use accumulated leave with pay not to include sick leave, for any additional time spent at the Kentucky General Assembly.

Section 5. The President or Vice President of the Lodge shall be granted leave with pay upon the Director's or his designee's approval, which approval shall be granted unless an emergency exists, for the purpose of conducting Lodge business during working hours.

Section 6. The Director shall authorize leave without pay for the duly elected delegates to attend the Kentucky State-FOP Board and annual meetings and the Biennial National Conference, provided, however, no more than two (2) delegates may be assigned to the same shift, hold the same rank, or have the same major assignment. Said delegates may, at their option, as authorized by the Director, use accumulated leave with pay not to include sick leave for this purpose. The Director may in his discretion authorize leave with or without pay for other Lodge business and functions.

Section 7. Elected officers of the Lodge shall be allowed to attend regular and special board and general Membership meetings during regular work hours without loss in compensation not to exceed eight (8) hours per week, nor a total of sixteen (16) hours per month.

Section 8. Three (3) Lodge Members, selected by the Lodge and subject to the approval of the Director, with the option of additional names being required, shall be granted leave with pay for a period of time not exceeding one (1) calendar day, necessary to attend and represent the Lodge and Metro Government at wakes and funeral services within 350 road miles of Metro Louisville for the deceased peace officers killed in the line of duty. They shall wear their full dress uniforms at such services. If the location thereof is within 350 road miles from Metro Louisville, Metro Government shall provide an official Louisville Metro Corrections vehicle for their transportation. If the location thereof is more than 350 road miles from Metro Louisville, the Director shall have sole power to decide whether Metro Government will be represented. In all instances of representation of the Lodge and Metro Government at such affairs, the Director shall appoint one (1) of the representatives as the person in charge. Pay for time spent under this provision shall not exceed eight (8) hours per day.

Section 9. Metro Government agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or information of interest to its Members. All notices of the Lodge shall be signed by a Lodge officer. Copies of any material so posted shall be furnished to the Director or his designee. The Lodge further agrees that it will not post any material which would be derogatory to any individual, Metro Government, or Louisville Metro Corrections, 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 the Lodge. Furthermore, the use of the bulletin boards will not be to advocate any legislative position, i.e., either ordinances before the Metro or legislation before the state legislature. Metro Government may remove any material, which Metro Government determines to be in violation of this Agreement, and the Lodge will be so informed. In addition, Metro Government agrees the Lodge 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 an officer

of the Lodge and copies of any material so electronically mailed shall likewise be furnished to the Director.

## ARTICLE 7 - PROHIBITION OF STRIKES

The Lodge shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Members violate this Article, Metro Government shall immediately notify the Lodge. The Lodge shall immediately notify the Members in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Members to return immediately to their normal duties. Members who engage in such activity shall be subject to disciplinary action up to and including discharge.

The Lodge shall not be liable for damages resulting from such unauthorized acts of its Members. While the Lodge 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 the Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage may impose discipline short of discharge. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, Metro Government may immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work. It is further mutually agreed that the President 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 Lodge's authorized representative (and any successors thereafter) during the term of this Agreement who will deal with the Metro Government and make commitments for the Lodge generally.

## ARTICLE 8 - STANDARD OPERATING PROCEDURE

Section 1. The Department has the right to promulgate reasonable policies, operating procedures, rules and regulations, and Director's bulletins, including those concerning disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No change in such policies, operating procedures, rules and regulations shall be effective until it has been posted on bulletin boards in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Lodge ten (10) days prior to the effective date.

Section 3. The Director may issue Director's bulletins in lieu of revisions to policies, operating procedures, rules and regulations, provided however, Director's bulletins terms shall not be longer than ninety (90) days nor form the basis of any disciplinary action against a Member within the first ten (10) days of issuance.

Section 4. The Department shall provide all Members access to all policies and procedures, rules, regulations and post orders. In addition, the Department shall provide updated master copies for Members to review during non-working hours for a reasonable period of time, at a location convenient to their place of work.

## ARTICLE 9 - SENIORITY

Section 1. The seniority of a Member for purposes of salary and annual leave accrual shall commence on the most recent date of employment as a Corrections sworn employee. Seniority of a Member for purposes of bidding, if any is provided for under this Agreement, regular days off, promotional credit, and vacation selection within job classifications shall commence on the sworn date for officers and the date of promotion for sergeants. In the event more than one (1) Member is promoted on the same day, their departmental seniority shall govern their priority.

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

- a. Discharged for cause.
- b. Voluntarily resigns or retires.

When employment is terminated for any of the above reasons, and the Member subsequently is re-employed, the Member shall be considered a new employee for all purposes.

Section 3. A seniority list shall be maintained and revised on a current basis, posted on appropriate bulletin boards and/or by electronic mail and furnished to the Lodge quarterly.

Section 4. Should a Member be disabled arising out of or in the course of employment, the Member shall automatically be considered on leave for purposes of seniority and his rights arising out of seniority shall continue to accumulate during such absence.

## ARTICLE 10 - LAYOFF AND RECALL

Section 1. When it becomes necessary to layoff employees, the employees with the least seniority standing shall be the first to be laid off, provided such employees retained are capable of doing the work remaining.

Members so laid off will retain and accumulate seniority rights during such layoff.

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

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

## ARTICLE 11 - ASSIGNMENTS, TRANSFERS AND TRADES

Section 1. **Primary Job Assignments**

A. A Primary Job Assignment shall mean a specified work location, shift and off day within security posts; and a role or function at other than security posts as listed below.

B. A vacancy in a Primary Job Assignment occurs upon the effective date of a Member's transfer, retirement, promotion, resignation, demotion or the creation of a new position.

C. When a vacancy is to be filled, the Department shall post the vacancy for a period of not less than seven (7) calendar days prior to the vacancy being filled. All Members may submit written requests for the Primary Job Assignment. A vacancy shall be filled on a permanent basis within thirty (30) days after posting.

D. For assignments within security, the Member submitting a written request having the most seniority and possessing the minimum qualifications will be assigned. All assignments filled are contingent upon the Member's ability to perform the assignments, primary duties and responsibilities.

i. The Primary Job Assignments within the New Jail Complex to be bid and filled are: Property; Floor Security; First Floor Security; Breathalyzer; Main Control; Kitchen; Laundry; Recreation; Sanitation; Front Desk; Maintenance; Key Control; Motor Pool; Relief Positions, Magnetometers and Road Crew.

ii. Primary Job Assignments within Community Corrections Center to be bid and filled are: Security; Property Intake; Control Room; Sanitation; Home Incarceration Program and Recreation.

E. i. For assignments in, Policies and Procedures, Recruitment, Intelligence, Court Liaison Officer, CCC Job Check Officer, Fugitive Unit and Disciplinary Officer, the Department shall establish minimum qualifications which are job essential and which include any recommended specialized training. The minimum qualifications shall be established within sixty (60) days of ratification of this Agreement and shall not be revised, amended or modified without Lodge agreement. The Member submitting a written request having the most seniority and possessing the minimum qualifications shall be assigned.

ii. For assignments in Training, Internal Affairs, and Fire Safety, the Department shall establish minimum qualifications which are job essential and which include any recommended specialized training. The minimum qualifications shall be established within sixty (60) days of ratification of this Agreement and shall not be revised, amended or modified without Lodge agreement. All Members possessing the minimum qualifications shall be interviewed for the vacancy. The interviewers shall be a Deputy Director and such others as designated by the Director. The same interviewers will interview each candidate. The same questions will be asked of each candidate. Follow-up questions may be asked by interviewers, if necessary. Interviewers will conduct the interviews and then rank the candidates in order of preference. Interviewers shall consider in the ranking of candidates the applicants' seniority, disciplinary record, attendance record, job assignments, and performance in the interview. The Director shall select the highest ranked applicant on the list.

iii. A Member applying for a vacancy in Training, Internal Affairs, Policies and Procedures, Recruitment, Intelligence, Court Liaison Officer, Fire Safety, CCC Job Check Officer, Fugitive Unit and Disciplinary Officer must have three (3) years of service from sworn date to qualify for assignment.

F. Based upon the scheduling needs of the Department, the least senior Member who has reported to work for his Primary Job Assignment may be assigned to another post for the duration of the Member's shift.

Section 2.     **Transfers**

Members shall be notified by the Director of an intended involuntary transfer or duty assignment by seven (7) days written notice. Nothing herein shall prevent a Member from voluntarily requesting a transfer or duty assignment upon a showing of specific cause not exceeding sixty (60) days.

Section 3.     **Trades**

Members may trade off days or shifts in their sections with the approval of and notification to the shift commander. The trade must be completed within a given work week and must be submitted in writing with signatures of all parties involved no sooner than seven (7) days prior to the trade. Any change of scheduled off days or shifts that results or necessitates the utilization of overtime will not be permitted. A Member may trade off days or shifts no more than three (3) days in a calendar month. Members trading off days will not be forced for overtime.

**ARTICLE 12 - PROMOTIONS**

Section 1.     At least ninety (90) days notice shall be given before a promotion examination is conducted.

Section 2.     Promotional tests shall be constructed and graded by a professional, qualified and experienced person in the field of testing. Tests may include written, oral, seniority and other type examinations. Seniority shall not exceed 10% of the score. All examination components shall be combined with seniority to determine the applicant's final evaluated rating. The Lodge will be notified of any changes in testing procedures or test weights.

Section 3.     Oral examinations/assessments shall be evaluated by outside raters of equal or higher rank from other Corrections or Law Enforcement agencies.

Section 4.     In filling promotional vacancies, the Director shall select from the five (5) highest graded candidates on the final eligibility list. If a candidate is passed for promotion after being referred three (3) times as number one on the eligibility list, the Member may grieve this action in accordance with this Agreement. A promotional vacancy shall be filled on a permanent basis within ninety (90) days after the vacancy occurs.

Section 5.     The eligibility list for promotions shall be valid for one (1) year.

Section 6.     Promotional probationary periods shall be six (6) months in duration. The probationary period shall be used as an opportunity to observe and appraise the newly promoted Member's work, to aid the Member in adjusting to the new position and to take appropriate action to remove the Member from the position if the Member's work performance fails to meet required standards. The probationary period may be extended for up to an additional six (6) months at the Director's discretion. During the probationary period, the Member may be returned to his or her prior rank at the Director's sole discretion, which decision may be grieved.

## ARTICLE 13 - HEALTH AND SAFETY

Section 1. The Department shall take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Lodge and all Members shall cooperate in all matters concerning the health and safety of employees.

Section 2. The Department will make available at each facility and the Home Incarceration Program offices on a twenty-four (24) hour basis the following equipment: personal protection equipment (PPE) kit items; OC canisters; and any other necessary equipment and supplies for sanitizing and preventing exposure to blood borne pathogens. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer.

Section 3. The Department shall provide a Member who is assigned body armor (protective vest) replacement armor of the same standards as utilized by LMPD within sixty (60) days of expiration of shelf life at no cost. The Department may, at the Director's discretion, issue tasers to Members assigned to the Home Incarceration Program.

Section 4. All inmates will be given medical interviews for contagious diseases.

Section 5. Members who may be placed in contact with any inmate suspected of having a contagious disease shall be placed on notice as soon as possible after the Department learns of such contagious disease.

Section 6. Metro Government and the Department will follow the recommendations for treatment and care of infected inmates that have been issued by Metro Government Department of Health and the Center for Disease Control, including, but not limited to, proper protective clothing for all Members who come in contact with the infected inmates. The parties mutually agree to upgrade preventive and protective measures in the future, as needed.

Section 7. Metro Government agrees to provide blood borne pathogen screening within seventy-two (72) hours of a member's exposure at no cost to the Member.

Section 8. Metro Government will provide annual mandatory tuberculosis/hepatitis testing/inoculations at no cost to the Member.

## ARTICLE 14 - DISCIPLINE

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing. With the exception of counseling and reprimands, all intended disciplinary actions must be reviewed by the Director. No warning or reprimand may be considered for purposes of subsequent discipline or job assignment except those within the previous twelve (12) months. No previous discipline or complaints resulting in a one (1) to three (3) day suspension may be considered for purposes of subsequent discipline or job

assignments except those brought within the previous two (2) years. No previous discipline or complaints resulting in a suspension of four (4) or more days, demotion or dismissal may be considered for purposes of subsequent discipline or job assignments except those brought within the previous three (3) years. There must be a relationship between the job assignment and the infraction for the discipline to be considered for a job assignment in any instance.

a. **WARNING:** In cases of infractions, efforts will be made to correct the Member through counseling. The Department may maintain written record of such counseling.

b. **REPRIMAND:** When infractions of rules are more serious or there are repeated infractions, a supervisor may recommend to the Director or Deputy Director that a reprimand be issued. Reprimands shall be in writing and given to the Member and the Member's steward. The Director or Deputy Director will send a copy of the reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file.

c. **SUSPENSION:** The Director or Deputy Director may suspend a Member without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to thirty (30) days during any twelve (12) consecutive months. Thirty (30) or more days of suspension in a twelve (12) month period shall result in dismissal of the Member.

d. **DEMOTION:** The Director or Deputy Director may demote a Member for the most serious infractions of rules.

e. **DISMISSAL:** The Director may dismiss a Member for the most serious infractions of rules or a continued pattern of less serious infractions.

Section 2. A Member may grieve a suspension, demotion or dismissal through the Grievance Procedure in this Agreement.

Section 3. A decision to impose discipline shall be made within sixty (60) days from the day the Director or Deputy Director becomes aware of the infraction, unless there are extenuating circumstances requiring an extension. If the Director or Deputy Director requires an extension of time in which to make a decision, it shall notify the Lodge in writing setting forth the specific reason(s) for the extension.

Section 4. The Director may delegate to Captains and Lieutenants the authority to issue a warning or a reprimand to any Member of lower rank except for infractions under investigation by Internal Affairs.

Section 5. Pre-Disciplinary Meeting

A. When a Member is charged with misconduct or a violation of Rules & Regulations, SOPs, or Metro Personnel Policies that could lead to either a demotion, suspension or termination, he or she shall have the right to have a meeting with the Director or Deputy Director on the charges

within a reasonable and practical period of time taking into due consideration the nature of the alleged misconduct or rules' violation.

B. Forty-eight (48) hours before an Administrative Meeting that could lead to such discipline, the Member involved shall be furnished with a copy of a written statement of the alleged offense or offenses and the Rules & Regulations, SOPs, or Metro Personnel Policies allegedly violated.

A Member attending any meeting concerning matters involving disciplinary action may have legal and/or Union representation.

#### Section 6. Administrative Leave

A. A Member may be relieved from duty with pay pending the final administrative outcome of a disciplinary hearing if it is determined by the Director that it is in the best interest of the Department to do so.

B. A Member may be suspended without pay for a maximum of ten (10) workdays after an investigative conference pending the final administrative outcome of a disciplinary hearing if it is determined by the Director that it is in the best interest of the Department to do so.

#### Section 7. Criminal Complaints

The Director may suspend a Member due to job related or felony criminal charges. This suspension shall be without pay pending final resolution of criminal charges; however, a Member may use accrued vacation leave, compensatory time, and/or personal days during this period.

### **ARTICLE 15 - INVESTIGATION PROCEDURES**

#### Section 1. Complaints

When any person alleges misconduct or rule violations by a Member, the allegations shall be reduced to writing, and may be signed and sworn to by the person and such complaint may be referred to Internal Affairs for investigation. The Department is not obligated to investigate an anonymous or unsigned complaint. If the complaint alleges criminal activity on behalf of a Member, the complaint shall be referred to the Louisville Metro Police Department.

#### Section 2. Internal Affairs Procedure

Once Internal Affairs has been referred a complaint as set forth in Section 1 herein, the following procedures shall be followed:

A. No Member may be questioned by Internal Affairs regarding alleged misconduct or rule violations until the Member has received forty-eight (48) hours written notice. The forty-eight (48) hours written notice shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct. Questioning of Members shall be conducted only while the Member is on duty, unless an emergency exists as determined by the Director or Deputy Director.

B. A Member may be required to submit a written report concerning the alleged misconduct upon request or within twenty-four (24) hours after said incident that was the subject of the complaint.

C. All interviews of Members, complainants and other witnesses shall be taped. These tapes must be preserved for later transcription should it become necessary. Statements obtained from complainants shall be transcribed and sworn.

D. Upon request of the Member under investigation or the Member's representative, the Member shall be provided a copy of the transcript of his/her interview (if one has been made) or a copy of the audio tape of his/her interview upon the completion of the investigation.

E. Internal Affairs investigations shall be completed within sixty (60) days of the date of the complaint being referred to it unless there are exigent circumstances requiring extensions. Extensions may be given in thirty (30) day increments, if necessary, by the Director. A Member shall receive written notice setting forth the need for any extension.

F. The Director or Deputy Director upon receipt of the investigation shall find each allegation, or if there is more than one, each of the allegations, to be either: unfounded; exonerated; closed; closed by exception; not sustained; or sustained.

G. If after his review, the Director or Deputy Director finds that the complaint is unfounded, a Member is exonerated, or not sustained, then such finding shall be reduced to writing and forwarded to the Member within fourteen (14) days.

H. If after his review, the Director or Deputy Director finds that the complaint is sustained and the Member is guilty of misconduct or rule violation, the Director or Deputy Director may impose discipline pursuant to Article 14 herein.

### Section 3. Deadly Force Incident

When a Member is involved in the use of deadly force or physical force involving serious physical injury or death, the Department shall notify the Lodge President or his designee. The Lodge shall provide the Department with appropriate telephone numbers for said notification.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

Section 1. Any complaint or dispute concerning wages, hours or any other condition of employment, or any dispute involving the interpretation or application of any of the provisions of this Agreement, shall constitute a grievance within the meaning of this Agreement. A Member filing a grievance shall be allowed Lodge representation consisting of one (1) person on the Lodge Committee at all grievance meetings and/or legal counsel at mediation and arbitration level. The following rules for the presentation and solution of grievance or requests are prescribed.

Section 2. A grievance must be in writing and must contain the following:

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

Section 3.

A. If a grievance is a result of a disciplinary action that has been investigated by Internal Affairs, the Department shall make available to testify at mediation or arbitration all current employees requested by the Member, his counsel or the Lodge.

B. When a disciplinary action has progressed to mediation and/or arbitration, the Member shall be provided with the investigative summary by Internal Affairs no later than ten (10) days prior to the scheduled mediation and/or arbitration.

Section 4. *Step 1.* The non-disciplinary grievance in the first instance shall be presented to the immediate supervisor not in the bargaining unit by the Lodge within ten (10) 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 not in the bargaining unit. The immediate supervisor shall have seven (7) working days to respond. A disciplinary grievance shall go immediately to step 2 of this grievance procedure.

*Step 2.* If not satisfactorily adjusted at this level, the Lodge may reduce the matter to writing and refer it to the Director within seven (7) working days of receiving the response. The Director shall act within fourteen (14) working days.

*Step 3.* In the event that the decision of the Director is adverse to the grievance of the Lodge, the Lodge may request review by the Mayor or his designee within seven (7) working days of receiving the response. The Mayor or designee shall render a decision within fourteen (14) working days of receiving the request.

*Step 4.* In the event the Mayor's or Mayor's designee's decision, does not resolve the grievance, the Lodge may request mediation or advisory arbitration within seven (7) days of 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 Lodge notifies Metro Government and the Department of its intention to proceed to mediation or advisory arbitration, it shall mail to the Louisville Labor-Management Committee its notice of intention to proceed to mediation or advisory arbitration and request submission of a list of 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 Lodge 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.

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.

Section 5. A Lodge Member designated to represent a Member shall be paid for all time lost from work during meetings with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as wages of participants, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

Section 6. The time limits under this Article may be changed by mutual agreement. If a grievance is not responded to within the specified time limits provided for herein or the time is extended in writing by mutual agreement of the parties, the grievant may advance the grievance to the next step.

Section 7. The grievance procedure contained in the Collective Bargaining Agreement is the sole and exclusive means of resolving all grievances arising under this Collective Bargaining Agreement. If Metro Government and the Lodge and/or a Member settle any grievance on behalf of a Member or Members, the Member or Members shall be conclusively bound thereby.

## **ARTICLE 17 - CONDITIONS OF EMPLOYMENT**

Section 1. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

Section 2. A Member shall not be required to submit to a polygraph examination as a condition of employment.

## **ARTICLE 18 - PERSONNEL FILES**

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department. All official personnel records shall be confidential from the public to the extent possible under the Open Records of the Commonwealth of Kentucky.

Section 2. Any Member, or any Lodge representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's files upon presenting the written request to the Human Resources Director or designee, during reasonable hours of

operation. The Member may have copies made of his/her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

Section 3. A Member may submit written documentation for his/her official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

Section 4. A Medical file will be maintained on a Member that is separate and distinct from a Member's personnel file; this file is maintained under the strictest of confidence and is housed in the Office of Corrections.

Section 5. One (1) supervisory file may be maintained on each Member. This file may contain notes by the supervisor concerning the Member's job performance or conduct, notes made in performance review or other counseling sessions with the Member, copies of completed work assignments, drafts or work in progress and informal written communications between the Member and the supervisor concerning performance or conduct issues. The purpose of this file is to encourage supervisors to maintain informal records on a continuing basis which may provide substantiation for performance ratings or other performance or conduct related actions. File materials become a part of a Member's personnel file only if they are incorporated in or attached to related personnel actions. In the event a Member transfers with the department, the supervisory file materials may be transferred to a new supervisor. Any Member, or any Lodge representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's supervisory file upon presenting the written request to the immediate supervisor during reasonable hours of operation. Upon a Member's request, documents contained in the supervisory file shall not be retained after one (1) year from said documentation.

#### **ARTICLE 19 - 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 20 - AGREEMENT DISTRIBUTION**

The parties agree that they will each pay one-half (½) cost of the printing of the new Agreement document.

#### **ARTICLE 21 - NONDISCRIMINATION**

Metro Government and the Corrections Department shall not discriminate against any Member because said Member is or is not a member of (the Fraternal Order of Police, nor because of FOP membership or FOP activity, nor shall Metro Government discriminate against any Member of the Corrections Department or a Member of the FOP on account of race, color, sex, creed, religion, marital status, age, disability, national origin, political affiliation or sexual orientation.

## ARTICLE 22 – SALARY SCHEDULE AND LONGEVITY

The wage scale in effect since the last agreement will remain in effect until May 1, 2012, at which time it will be governed by the terms of the Agreement. The base hourly pay rate for Members through June 30, 2015 shall be as indicated on the Salary Schedule attached to this Agreement. Members shall be placed on the pay grade of the salary schedule based upon the Member's seniority date.

Members shall receive two percent (2%) wage increase for FY 2011-2012 which will become effective on May 1, 2012. Members shall receive a one percent (1%) wage increase in FY 2012-2013, and a one percent (1%) increase in FY 2013-2014.

Members employed as of the date of execution of this Agreement will receive a Two Thousand Dollar (\$2,000.00) lump sum payable by a check separate from the Members' regular payroll check, to be issued no later than three (3) full weekly pay cycles following execution.

The parties agree to re-open negotiations over COLA changes for FY2015 upon a written request by either party solely to discuss changes in Salary Schedules as pertains to possible COLA changes.

Salary step increases will be according to the attached wage schedule and will begin July 1, 2012 and continue for the duration of this Agreement. Officers hired on or after May 1, 2012 will not receive the year one (1) or year three (3) step increases on the salary schedule.

## ARTICLE 23 - WORK WEEK AND OVERTIME AND OVERTIME SCHEDULING

Section 1. A work day shall consist of eight (8) hours except Members assigned to units utilizing a 4/10 schedule, in which case a workday shall consist of ten (10) hours. A regular workweek shall be forty (40) hours in any calendar week.

Section 2. The Department shall not change a Member's scheduled off day(s) unless five (5) days notice is given. Provided, however, this five (5) days' notice shall not have to be given if the Director declares an emergency or a Member agrees to waive the notice.

Section 3. Members shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of a regular workday or a regular forty (40) hour workweek. There will be no pyramiding of overtime; a Member will be paid for the same hours only once. Paid leave shall not be computed as time worked for the purpose of overtime. Unpaid leave shall not be computed as time worked for purpose of overtime.

Section 4. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven (7) minutes or less of overtime shall receive no payment. Members working eight (8) or more minutes of overtime shall receive payment for fifteen (15) minutes of overtime.

Section 5. All overtime required by Metro Government is deemed mandatory in nature and shall be filled by sworn Members of the bargaining unit.

Section 6. Scheduled Overtime

On the fifteenth (15<sup>th</sup>) of each month, the projected overtime for each bid area (hereinafter in this Article "section") will be posted for seven (7) days. The overtime will be offered by sectional seniority list. If no one from the sectional list applies for the overtime, then qualified Members who wish to work overtime in a section other than that to which they are assigned may do so by signing a volunteer list. The Department will utilize volunteers from the list on the basis of seniority and qualifications prior to requiring a sectional officer to work forced overtime. The volunteer list will be separate for each bid area as set forth in Article 11.

Section 7. Unscheduled and Forced Overtime

Non-scheduled overtime is unexpected overtime which cannot be projected in the scheduled overtime provision above.

- a. Non-scheduled overtime for Members will be offered to those Members presently available to work within the particular section in which the non-scheduled overtime is needed, provided they sign the daily volunteer overtime list.
  - i. Members who wish to be considered for non-scheduled overtime in other than their assigned section will need to sign the daily volunteer overtime list posted in each area. Only those who sign the daily volunteer overtime list before the beginning of the oncoming shift will be considered for the non-scheduled overtime.
  - ii. The signing of such list will not relieve Members of their obligation on their section's forced list.
  - iii. Those Members attending training are not eligible for non-scheduled overtime.
  - iv. It shall be the responsibility of the Member to review and sign the posted volunteer list.
- b. If there is not sufficient manpower to fill the facility's need after utilization of the volunteer procedures listed herein, the Department will implement the force list.
  - i. Should all of the Members contacted refuse the opportunity for overtime work, then the Member with the lowest seniority in that particular section will be required to work.
  - ii. The method for securing additional Members to work will be to require each Member with succeeding higher seniority to work. This mandatory overtime will be called for from the lowest Member on the seniority list in that particular section, in order, up to the Member with the highest amount of seniority.
  - iii. This list shall rotate.
  - iv. Working overtime less than one-half ( $\frac{1}{2}$ ) hour will not be counted as a forced overtime occurrence.

- c. Members who are required to work shall, if practicable, be notified at the beginning of each shift of the possibility of mandatory overtime being needed.
  - i. Members who are away from work on a scheduled off day will be forced only as a last resort.
  - ii. When a Member is on authorized leave with pay of five (5) consecutive working days or more, the Member will receive a force if that Member would have been scheduled for duty during the time they were off.
  - iii. No Member shall fall behind more than three (3) forces.
- d. No Member shall be required to work in excess of sixteen (16) hours of forced overtime per work week.

## ARTICLE 24 - SPECIAL PAY

### Section 1.     **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 (1½) times the Member's regular hourly rate (which shall include shift premium if any). The Member shall be paid a minimum of four (4) hours for each call out. The minimum of four (4) hours shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four hours minimum period. Scheduled overtime and unscheduled overtime which extends the normal work shift under Article 23 above shall not be considered call-out.

### Section 2.     **Special Duty Pay**

When a Member is assigned by the Director or his designated representative and works in an acting capacity in a position having a higher classification than his regular position, the Member shall be paid at the rate established for the higher classification for every hour that the Member serves in such capacity.

### Section 3.     **Field Training Officer**

A. Any Member who is designated by the Director or his designated representative to assume the responsibilities of a Field Training Officer (FTO) shall receive \$2.00 per hour for all such hours worked. No FTO shall have more than one (1) recruit assigned to him/her during the same hours of work, when there is an adequate number of FTO's on duty.

B. A Member who is awarded a bid, and who has not previously been trained in Main Control, CCC Control, Property, Intake or Home Incarceration Program, shall receive a minimum of one (1) week of training.

C. A Member who is awarded a bid, and who has not previously been trained in CCC Security and First Floor Security shall receive a minimum of three (3) days of training.

### Section 4.     **Shift Differential**

Members permanently assigned to a mid-shift, i.e., a shift which begins between 3:00 pm and 11:00 pm, shall receive a shift differential of fifty cents (50¢) per hour for all hours worked.

Members permanently assigned to a late-shift, i.e., a shift that begins between 11:00 pm and 7:00 am, shall receive a shift differential of twenty-five cents (25¢) per hour for all hours worked.

## ARTICLE 25 - ANNUAL LEAVE

Section 1. A. Members hired after January 25, 2008 are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	15 calendar days per year
1 to 2 years	16 calendar days per year
2 to 3 years	17 calendar days per year
3 to 4 years	18 calendar days per year
4 to 5 years	19 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

B. Members employed on or before January 25, 2008 are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	20 calendar days per year
1 to 2 years	21 calendar days per year
2 to 3 years	22 calendar days per year
3 to 4 years	23 calendar days per year
4 to 5 years	24 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

C. 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 a Member's seniority date. Annual leave shall be computed as time worked, except for the purpose of overtime as defined in Article 23, Section 3.

Section 2. Annual leave is cumulative, provided, however, accrued annual leave cannot exceed 480 hours in any calendar year. Upon separation, an employee shall be entitled to receive payment for accrued annual leave not to exceed 320 hours (40 days). Any former Member compensated upon separation for accrued vacation may not be re-employed by Corrections in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

Section 3. Beginning on January 2 of each calendar year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. A Member will be permitted to view the calendar and make a primary annual leave selection based upon the scheduling needs of the Department. Primary annual leave periods will be awarded by seniority and in writing. The annual leave selection process must be completed by January 12 of each calendar year. Any change in primary selection, once selected, will be made only from such periods of time as may be available after all Members, regardless of seniority, have been awarded their primary picks. This will be done on a first come, first serve basis, and must be accomplished by January 14 of each calendar year. A primary annual leave selection may not exceed twenty-one (21) consecutive calendar days.

Section 4. Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of the Department, commencing on January 12 and ending on January 21 of each calendar year. Any change in secondary selection must be completed by January 22 in the same selection manner as primary selection. A secondary annual leave selection may not exceed twenty-one (21) consecutive days.

Section 5. A third annual leave selection period will begin on January 22 and end on January 29 of each calendar year. This selection period will be reserved for any Member, who after their primary and secondary annual leave picks, is in need of annual leave reduction to reach maximum allowable totals at the end of the calendar year, based upon the scheduling needs of the Department. A third annual leave selection is limited to the amount of time a Member is required to use to reach the maximum accrual of annual leave permitted herein. Members who waive annual leave selection periods and who are in excess of 480 hours may be assigned open annual leave periods as determined by the Department.

Section 6. Departmental annual leave schedules will be posted by February 7 of each calendar year. Annual leave periods shall be scheduled pursuant to the scheduling needs of the Department. All annual leave shall be computed as time worked, except for the purpose of overtime as defined in Article 23, Section 3. There must be a break of at least fourteen (14) consecutive calendar days between primary and/or secondary and/or third annual leave periods.

Section 7. In the event of a Member's voluntary transfer, that Member's annual leave may be subject to being adjusted based upon the scheduling needs of the Department.

Section 8. Throughout the calendar year, leave requests of less than four (4) consecutive calendar days may be granted on a first come, first serve basis, without regard to seniority, to the first Member requesting such leave in writing, setting forth date and time of the request, based upon the scheduling needs of the Department. Requests must be made no sooner than seven (7) days in advance.

Section 9. Members who are regularly scheduled off on Martin Luther King Jr. Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and Independence Day and who still work or Members who work in excess of eight (8) hours shall have an amount added to their accrued annual leave equal to the hours actually worked.

## ARTICLE 26 - SICK LEAVE

Section 1. A Member shall be granted eight (8) hours per month sick leave for each full month of service. Sick leave is accrued on a weekly basis. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Unused sick leave may be cumulative without any maximum. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit.

Section 2. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of:

- a. Personal illness or injury to the Member;
- b. The Member's pregnancy or pregnancy related complications;
- c. Illness or injury in a Member's immediate family (spouse, dependent child, dependent relative or parents) which requires the presence of the Member.

Sick leave caused by other than the Member's own incapacity that exceeds two (2) days requires the approval of the Director or designee.

Section 3. Except in case of emergency, to receive paid sick leave, a Member shall communicate with the Department's designee within one (1) hour of the time set for beginning work.

Section 4. A Member using sick leave with pay for more than four (4) consecutive days may be required by the Director or his designee to furnish proof of the necessity for such absence from work. The consistent use of sick leave as it is earned, the failure to accumulate it as it is accrued, or the use of same which is not consistent with the provisions of this Article, may be considered to be abuse of sick leave. A Member who has received one written warning for abuse of sick leave within twelve (12) months may be required by the Director or designee to produce a valid medical/doctor's statement at any time. The Department has the right in all cases of reported illness

or disability to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action.

**Section 5.** Members who terminate employment by voluntary resignation or layoff and who are re-employed by Metro Government may have their accumulated sick leave reinstated after ninety (90) days of work upon request of the Director and approved by the Director of Human Resources.

**Section 6.** Members are eligible to participate in a sick leave incentive program. Members will accrue one half (½) 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. Annually, after a Member has accrued three (3) sick leave incentive personal days, the Member may redeem up to three (3) sick leave incentive personal days as pay by separate check on December 1 of each calendar year. Payment for annual leave time shall be based on the Member's hourly base pay (including longevity pay) on the pay scale attached to this Agreement.

Each December, a Member who has a sick leave balance greater than eighty (80) days will be eligible to sell each day in excess of eighty (80) days up to a maximum of ten (10) days a year. For each two sick leave days sold, the Member will receive one day of pay at the Member's hourly base pay (including longevity pay) on the pay scale attached to this Agreement. Each Member will be allowed to designate the number of days that the Member wishes to sell.

**Section 7.** 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.

## ARTICLE 27 - INSURANCE

### **Section 1. Health Insurance**

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

### **Section 2. Life Insurance**

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 base salary up to \$50,000.00; 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 shall not decrease to less than \$15,000.00 in coverage. The life insurance program as 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 a 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.

## ARTICLE 28 - LEAVES WITH PAY

### Section 1.      **Funeral Leave**

A Member shall be given up to three (3) consecutive workdays off with pay in case of death in the Member's immediate family. The immediate family shall include parents, step parents, parents-in-law, grandparents, grandparents in-law, spouse, children, stepchildren, grandchildren, brother, sister, step-brother, step-sister, brother or sister-in-law, aunts, uncles, and an individual residing in the Member's household. To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before the time set for beginning work. Funeral leave may include, but will not extend beyond, the day after the funeral. Upon request, proof of death shall be furnished. A Member may take an additional three (3) vacation days, if requested in writing, and said Member has the time on his/her books.

### Section 2.      **Military Leave**

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

A Member inducted or enlisted into active duty with the armed forces of the United States or any reserve component of the armed forces, or the National Guard, for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance under Metro Government's designated health plan at the same level as active Members at the same cost as active Members.

### Section 3.      **Jury Duty and Witness Leave**

a. An eligible Member who is summoned for jury duty and, as a result is required to be absent from work, shall be compensated for the actual time required for service as a juror at the regular rate of pay of the Member. This compensation shall be in addition to any remuneration paid by the Courts for serving on jury duty. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member is placed on a Monday through Friday day shift assignment for the duration of the leave. If a member is released from jury duty before the

completion of the workday, the Member is required to report to work. Similarly, if the Member is released from jury duty for the entire day, the Member is to report to work. A Member who fails to do so shall be considered absent without leave.

b. Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government at any administrative hearing process arising from an act of employment with Metro Government, or who is a plaintiff or defendant on behalf of Metro Government shall be compensated for the time in the legal proceedings, at the regular rate of pay of the Member.

c. Jury duty and witness leave is subject to reasonable documentation to be provided to the Member's supervisor prior to the leave being approved.

d. Any Member who may be required by Metro Government to report or subpoenaed as a witness in any legal or Departmental proceeding, arising out of the course and scope of the Member's employment, at a time outside of a Member's regularly scheduled hours of work, shall be paid a minimum of three (3) hours.

## ARTICLE 29 - UNIFORMS AND EQUIPMENT

### Section 1. Uniforms and Equipment

a. Metro Government will provide each new Member the following articles:

Three (3) long sleeve shirts

Three (3) short sleeve shirts

Three (3) trousers

"Serving since" pin

Name plate

Collar emblems

Belt

Jacket

Buttons

Department approved footwear

Handcuffs with case

Metro Government will furnish Member with new articles of clothing or equipment to supplement or replace any portion of the official uniform or equipment that are added or changed in design.

b. Articles of uniform clothing rendered unserviceable by virtue of normal wear and damage in the line of duty will be replaced by the Department. Worn or damaged articles shall be surrendered to the Department upon replacement of same. Members may request replacement uniform clothing on a quarterly basis from the first (1st) through the fifteenth (15<sup>th</sup>) of January, April, July and October. The Department will submit quarterly uniform orders to the vendor by the twenty-fifth (25<sup>th</sup>) of January, April, July and October. Uniforms damaged in the line of duty will be ordered within ten (10) days of the Member's request. A request for line of duty uniform replacement may be aggregated by the Department with its quarterly orders if the Member's request comes within fifteen (15) days of the quarterly ordering period of January, April, July and October. If the vendor fails to fulfill an aggregate order within thirty (30) days, the Lodge will be notified.

c. All adjunct instructors will receive a uniform 511, or comparable, polo shirt with appropriate patches to be worn only for training.

**Section 2. Personal Property Reimbursement**

Members desiring to be reimbursed by the Metro Government for personal property lost or damaged while on duty, which items are limited to eyewear, watches, dentures and wedding bands, may submit to the Director in writing such request, indicating the circumstances and particulars (including date, time and place) of the incident giving rise to such claim, a description of the property lost or damaged, proof of purchases and acquisitions, date of purchase or acquisition, value when purchased or acquired, and the value claimed at time of loss or damage and the cost of any co-insurance or examinations required for replacement. Personal property losses due to a Member's negligence shall not be subject to reimbursement.

All such requests shall carry the Member's certification that no other reimbursement or indemnity for the same property has been claimed, received, or is applicable, and that any reimbursements made by the Metro Government shall be repaid if reimbursement, restitution, insurance or other indemnity is received at any time by the Member for the loss claimed.

Upon receipt of any such request, the Director shall approve or disapprove the request. Personal property claims covered in paragraph 1 shall not exceed \$325.00 for any one incident. Department will submit personal property loss or damage claims for payment within ten (10) days of receipt.

**ARTICLE 30 - OTHER BENEFITS**

**Section 1. Pension**

a. Metro Government shall enroll and begin required contributions to the County Employees Retirement System, Hazardous Duty Plan when an employee becomes a sworn member of the Department or as required by applicable law, whichever first occurs.

b. Metro Government agrees to participate and contribute in the Federal Social Security program in accordance with the law.

c. Metro Government agrees to participate in and contribute to the County Employees Retirement System, Hazardous Duty Plan, in accordance with applicable law.

**Section 2. Tuition Reimbursement**

Members covered by this Agreement are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all employees of the Metro Government.

**Section 3. Break Times and Lunch Period**

Members shall be allowed a thirty (30) minute lunch period and two (2) ten (10) minute breaks per eight (8) hour shift, at the direction of the Member's supervisor. The two (2) ten (10) minute break periods shall be taken without Member loss of pay, provided however, the thirty (30) minute lunch period shall not be considered as hours worked.

**Section 4. Workers' Compensation**

Metro Government shall provide Workers' Compensation coverage for all Members as provided by the laws and regulations of the Commonwealth of Kentucky.

Section 5. Voting Leave

Members who are eligible to vote in any election in the Commonwealth of Kentucky will be allowed up to four (4) hours off between the hours of 6:00 a.m. and 6:00 p.m. in which to vote. Only Members who are scheduled to work between the hours of 6:00 a.m. and 6:00 p.m. are eligible for the voting leave. The Director has the right to determine the time period in which the Member may be absent to vote, to insure that Louisville Metro Government service is not impaired. Members will be granted time off without pay or may use accrued vacation leave.

**ARTICLE 31 - IN-LINE-OF-DUTY INJURIES AND DEATH IN-LINE-OF-DUTY**

Section 1. Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty injuries sustained by a Member until separation from employment as contained herein; provided, however, that such payment is to be made only in excess of, or if not otherwise paid by, all applicable hospital, medical and worker's compensation insurance, or other remunerative process.

Section 2. The in-line-of-duty injuries covered by this Article are those injuries sustained by Members while engaged in action related to service as a Corrections officer.

Section 3. In the event a Member should receive in-line-of-duty injuries rendering him temporarily unable to perform his duties, he shall continue to receive his salary for any workdays missed in the first seven (7) days he is required to miss work following the injury. If the Member is unable to work on the eighth calendar day, then Workers Compensation shall begin on the eighth day. Thereafter, for a period not to exceed twelve (12) calendar months, Metro Government shall supplement Workers Compensation benefits so that the Member shall continue to receive his hourly base rate of pay, including longevity, for any work day missed. If the Member is off for fifteen (15) calendar days, Metro Government shall refund to the Member the tax withholdings from the Member's pay for the first seven (7) calendar days that would not have been withheld had the Member been paid Workers Compensation. Members shall receive their regular rate of pay for attendance during working hours at medically required physician appointments or physical therapy.

The injury leave as outlined within this Article shall not exceed the period of twelve (12) calendar months. However, upon a determination at any time by an Independent Medical Evaluation physician that the Member is permanently disabled from performing his duties, then the twelve (12) month period may terminate short of twelve (12) months and the Member may be separated from service for such disability.

Section 4. Metro Government reserves the right to require the Member to provide evidence to support the need for the Member's inability to return to work as a result of the in-line-of-duty injury, such as a medical statement from the Member's treating physician establishing either an expected return to work date or a firm follow-up visit with the physician. A Member may be examined by a physician selected by Metro Government no more frequently than every thirty (30) days at Metro Government's cost.

Section 5.

a. In the event that a Member dies as a result of an in-line-of-duty injury, Metro Government shall pay to the surviving spouse, or in the event there is no surviving spouse, then to the Member's dependent minor children, or in the event there is no dependent minor children, then to the dependent person named by the Member with the Kentucky Retirement Systems, in addition to applicable pension benefits, and in supplement to any Worker's Compensation income benefits and Social Security benefits which may be due, in lump sum, an amount equal to twelve (12) months of the Member's hourly base pay, including longevity, on the pay scale attached to this Agreement. It is understood that the intention of this section is to compensate dependents in the event of death of a Member causally related to service as a Corrections officer as distinguished from the normal hazards to which any employee may be exposed.

b. If a Member should die due to an in-line-of-duty injury while in the performance of his/her duties for Metro Government, Metro Government shall pay to the surviving spouse or surviving dependent(s) or estate, whichever is applicable, the sum of \$5,000.00 for the express purpose of defrayment of funeral and burial expense.

**ARTICLE 32 - ENTIRE AGREEMENT**

Section 1. Metro Government and the Lodge shall not be bound by any requirement, which is not specifically stated in this Agreement. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. The Lodge and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 2, and that during the term of this Agreement, neither Metro Government nor Lodge will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

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

Section 4. 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 a Metro Government representative and Lodge representative(s).

**ARTICLE 33 - SWORN PEACE OFFICER STATUS**

Metro Government will continue to allow secondary employment based on applicable law, judicial precedent and policies and guidelines of the Department consistent therewith.

**ARTICLE 34 - TERM**

Section 1. This Agreement shall become effective as of its approval date unless otherwise indicated herein and shall remain in effect up to and including June 30, 2015 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.

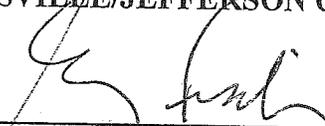
Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2015. Within sixty (60) days of such notification by either party, a conference shall be held between Metro Government and the Lodge for the purpose of negotiating such amendment, modification or termination.

Section 3. The Mayor may authorize continuation of salaries and benefits provided in this Agreement upon expiration or as proposed in an Agreement under negotiation or already negotiated if in his sole judgment and discretion such proposed Collective Bargaining Agreement has reasonable prospects for adoption.

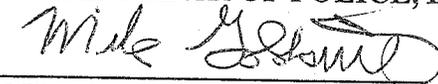
Section 4. As long as good faith negotiations continue the step increases provided in this Agreement will be continued beyond the termination date to provide each member one and only one step increase as provided in Article 22.

**IN WITNESS TO THEIR AGREEMENT THEREFORE,** the Parties have affixed their signatures below:

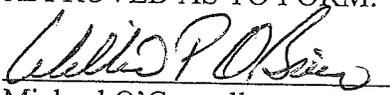
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

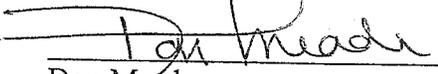
By:  Date: 5/3/12  
Greg Fischer, Mayor

**FRATERNAL ORDER OF POLICE, LODGE #77**

By:  Date: 5/2/12  
Mike Goldsmith, President

APPROVED AS TO FORM:

 Date: 5/2/12  
Michael O'Connell  
Jefferson County Attorney

 Date: May 2, 2012  
Don Meade  
Counsel, FOP Lodge 77

**FOP Corrections Officers and Sergeants (U21)  
Employees Hired Prior to 5/1/2012**

July 1 2010 thru April 30, 2012

Employees retain prior grid placement until step progressions resume on 7/1/12

Job Code	Job Title	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 5 Yrs	Step 6 7 Yrs	Step 7 9 Yrs	Step 8 11 Yrs	Step 9 13 Yrs	Step 10 15 Yrs
083150	Corrections Officer	14.86	16.37	16.85	17.33	17.83	18.36	18.89	19.44	19.99	21.12
083120	Corrections Sergeant	18.54	19.27	19.79	20.34	20.90	21.51	22.12	22.73	23.37	24.64

May 1, 2012 thru June 30, 2012

2% Grid Increase - Employees retain prior grid placement until step progressions resume on 7/1/12

Job Code	Job Title	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 5 Yrs	Step 6 7 Yrs	Step 7 9 Yrs	Step 8 11 Yrs	Step 9 13 Yrs	Step 10 15 Yrs
083150	Corrections Officer	15.16	16.70	17.19	17.68	18.19	18.73	19.27	19.83	20.39	21.54
083120	Corrections Sergeant	18.91	19.66	20.19	20.75	21.32	21.94	22.56	23.18	23.84	25.13

July 1, 2012 thru June 30, 2013

1% Grid Increase - Employees resume step progressions on 7/1/12

Job Code	Job Title	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 5 Yrs	Step 6 7 Yrs	Step 7 9 Yrs	Step 8 11 Yrs	Step 9 13 Yrs	Step 10 15 Yrs
083150	Corrections Officer	15.31	16.87	17.36	17.86	18.37	18.92	19.46	20.03	20.59	21.76
083120	Corrections Sergeant	19.10	19.86	20.39	20.96	21.53	22.16	22.79	23.41	24.08	25.38

July 1, 2013 thru June 30, 2014

1% Grid Increase

Job Code	Job Title	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 5 Yrs	Step 6 7 Yrs	Step 7 9 Yrs	Step 8 11 Yrs	Step 9 13 Yrs	Step 10 15 Yrs
083150	Corrections Officer	15.46	17.04	17.53	18.04	18.55	19.11	19.65	20.23	20.80	21.98
083120	Corrections Sergeant	19.29	20.06	20.59	21.17	21.75	22.38	23.02	23.64	24.32	25.63

July 1, 2014 thru June 30, 2015

Wage Reopener

**FOP Corrections Officers and Sergeants (U21)  
Employees Hired on or After 5/1/2012**

May 1, 2012 thru June 30, 2012

Job Code	Job Title	Step 1 Start	Step 2 2 Yrs	Step 3 5 Yrs	Step 4 7 Yrs	Step 5 9 Yrs	Step 6 11 Yrs	Step 7 13 Yrs	Step 8 15 Yrs
083150	Corrections Officer	15.16	17.19	18.19	18.73	19.27	19.83	20.39	21.54
083120	Corrections Sergeant	18.91	20.19	21.32	21.94	22.56	23.18	23.84	25.13

July 1, 2012 thru June 30, 2013      1% Grid Increase - Employees resume step progressions on 7/1/12

Job Code	Job Title	Step 1 Start	Step 2 2 Yrs	Step 3 5 Yrs	Step 4 7 Yrs	Step 5 9 Yrs	Step 6 11 Yrs	Step 7 13 Yrs	Step 8 15 Yrs
083150	Corrections Officer	15.31	17.36	18.37	18.92	19.46	20.03	20.59	21.76
083120	Corrections Sergeant	19.10	20.39	21.53	22.16	22.79	23.41	24.08	25.38

July 1, 2013 thru June 30, 2014      1% Grid Increase

Job Code	Job Title	Step 1 Start	Step 2 2 Yrs	Step 3 5 Yrs	Step 4 7 Yrs	Step 5 9 Yrs	Step 6 11 Yrs	Step 7 13 Yrs	Step 8 15 Yrs
083150	Corrections Officer	15.46	17.53	18.55	19.11	19.65	20.23	20.80	21.98
083120	Corrections Sergeant	19.29	20.59	21.75	22.38	23.02	23.64	24.32	25.63

July 1, 2014 thru June 30, 2015      Wage Reopener

## APPENDIX 1 - DRUG TESTING POLICY AND PROCEDURES

The policy of the Louisville/Jefferson County Metro Government is to maintain a drug-free work environment and workforce.

The Lodge and Metro Government agree that there are compelling interests which demand that the Louisville Metro Corrections Department's employees be drug-free. Public confidence in its corrections agency is directly related to the integrity of the agency's Members, and the public has a right to expect that those they employ to protect them are both physically and mentally prepared to assume their duties at all times, free from the serious impairments which result from the use of controlled substances and other forms of drug abuse.

### Definitions

1. **Drug Test** - The production and submission of urine by a Member, in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.
2. **Reasonable Suspicion** - A reasonable suspicion is an articulable belief that a Member is using or is under the influence of illegal drugs, drawn from specific and particularized facts and reasonable inference from those facts. Reasonable suspicion that a Member uses or is using illegal drugs may be based upon, but not limited to:
  - a. Observable phenomena such as direct observation of drug use, possession of drugs, or the physical symptoms of being under the influence of a drug;
  - b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
  - c. Arrest or conviction for a drug-related offense or the identification of a Member as the focus of a criminal investigation into illegal drug possession, use or as the focus of a criminal investigation into illegal drug possession, use or trafficking;
  - d. Facts or circumstances that develop in the course of an authorized investigation of an accident or unsafe work practice;
  - e. Information provided by reliable and credible sources or information independently corroborated;
  - f. Newly discovered evidence that the Member has tampered with a previous drug test.
3. **Individual Suspicion** - Reasonable suspicion that a Member is illegally using a prohibited substance.
4. **Medical Review Officer (MRO)** - Licensed physician with knowledge of substance abuse disorders whose role is to review and interpret test results obtained through drug testing under this policy.

### Procedures and Rules

1. **Prohibited Activity** - The following rules apply to all Members, while on or off duty:
  - a. No Member shall use or possess any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes in any manner violative of any federal or state law or departmental rule.

b. No Member shall ingest any controlled substances as defined in Chapter 218A of the Kentucky Revised Statutes unless as prescribed by a licensed medical practitioner and in compliance with departmental rules concerning same.

c. Any Member who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor, or if off duty to an on duty supervisor, so that appropriate medical steps may be taken to insure the Member's health and safety. Any Member who refuses an order to submit to a drug test pursuant to this procedure is subject to dismissal.

d. All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets, and computer hardware and software are subject to inspection at any time. Members are prohibited from placing or keeping any contraband or unauthorized equipment or items in said departmentally owned facilities. Sealed containers or personal items such as purses or briefcases found therein are subject to search if there is reasonable suspicion that they contain contraband.

## 2. **Random Testing**

a. Every Member will be required as a condition of continued employment to submit to unannounced random drug tests during the course of the Member's employment.

b. Testing under this provision shall be conducted on a random basis, and this procedure will not be used in order to effectuate a test on any particular individual Member.

c. The Department will attempt to conduct approximately the same number of unannounced tests each month, but will not be bound by any numerical formula.

3. **Drug Testing on Basis of Transfer** – All Members shall be required to submit to a drug test as a condition of transfer to the CERT Team and Hostage Negotiations Team.

4. **Drug Testing on the Basis of Individualized Reasonable Suspicion** --Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug usage whenever reasonable suspicion exists as to that Member's use of prohibited drugs.

If reasonable suspicion is established that a Member is in violation of this policy, the Member shall be relieved of duty and his police authority suspended. The Member shall not engage in any sworn peace officer activities. The suspension shall remain in effect until a final determination of policy compliance has been made.

The person of any Member is subject to a reasonable search only upon consent or reasonable suspicion that they are in possession of any controlled substance or other contraband in violation of this policy.

The Director or designee shall have the authority to direct any Member to submit to a drug test based on the reasonable suspicion standard.

## Notification for Testing

1. Testing based upon reasonable suspicion shall be done as soon as possible without any prior notification to the Member.

2. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing. Upon notification,

Members shall be afforded the opportunity to change into civilian clothing. The change of clothing must be immediately available, and the clothing change must occur at the Member's assigned facility.

### **Drug Testing Procedures**

1. **Location** - The test shall be given at an authorized, private collection facility as designated acceptable by the Director. The location shall be secure and afford reasonable privacy to the Member.

2. **Specimen Collection**

a. Before testing, the Member will be requested to produce a departmental identification card for positive identification. Each Member will be informed that they may request a split sample and the procedures for same.

b. Before submitting to urinalysis, a Member shall be asked and shall be under a duty to provide a list of any and all prescription or over-the-counter medications taken by a Member within thirty (30) days of the sample. This information shall be retained and forwarded to every testing facility being utilized.

c. In a logbook the collection site personnel will enter the date, the Member's payroll identification number, and the time that the specimen is being collected in the appropriate spaces. The collection site personnel will then sign their name next to these entries and the Member will initial. The logbook will be maintained at the testing facility in a secure file cabinet and will be subject to the confidentiality provisions of this policy. The specimen collected from the Member shall be identified only by the Member's payroll identification number throughout the testing process. The testing laboratory will not have access to the Member's name.

d. The Member shall be requested to remove any unnecessary outer garments (e.g., coat, jacket) that might conceal items or substances that could be used to tamper or adulterate the urine sample. All personal belongings (e.g. purse, briefcase) shall remain with the outer garments. The collection site personnel requesting the specimen shall note any unusual behavior or activity by the Member. The Member may be required to a pat down search.

e. The Member will be escorted to the collection area and instructed to wash and dry his hands prior to urination. After washing hands, the Member shall remain in the presence of the collection site personnel collecting the specimen and shall not have access to water fountains, faucets, soap-dispensers or cleaning agents.

f. At the collection site, toilet bluing agent shall be placed in the toilet tank whenever possible, so the water in the toilet bowl always remains blue.

g. The Member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection site personnel will not be in direct observation of the act of urination (except as provided in subsection "h" below). The Member will be allowed to provide a specimen in the privacy of a stall or otherwise partitioned area that allows for privacy.

h. Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe that the Member will attempt to adulterate the sample. Reasonable grounds will exist when there is evidence that the Member has tampered with the specimen obtained in a previous test, or the Member is discovered to have or be in possession of items or substances that could be used to adulterate the sample.

i. Collection site personnel shall always attempt to have the container or specimen bottle in sight before and after the Member has urinated. Containers shall be tightly capped, properly sealed, and properly labeled and initialed by the Member and collection site personnel. A chain of custody form sufficient to maintain the specimen's integrity and acceptable to testing labs shall be utilized for maintaining control and accountability from the point of collection to the final disposition of the specimen. Appropriate chain of custody requirements will be maintained and every effort will be made to minimize the number of persons handling the specimen.

j. Upon receiving the specimen from the Member, the collection site personnel will determine if it contains at least sixty (60) milliliters of liquid and is within normal body-temperature range.

k. If a Member is unable to produce an adequate sample, the Member must be provided a reasonable amount of time to do so. The Member may be given a reasonable amount of liquid (e.g., glass of water) if the Member is unable to produce a specimen. The Member will remain under observation until able to provide a specimen.

l. Specimens found to be outside of the normal body temperature range will be rejected and the Member will be asked to provide another sample. The second specimen will be collected under direct supervision. Both specimens will be submitted for urinalysis. Occurrences of this nature will be fully documented by the collection site personnel collecting the specimen.

m. All samples confirmed positive shall be retained and placed in properly secured long-term storage for at least 365 days or longer if requested by the Member or the Department.

### 3. Testing Methodology

a. A testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS), shall perform the urinalysis of a Member who is required to submit to a drug test. A testing laboratory, duly accredited by HHS, shall also perform the urinalysis and the split-sample if requested by the Member. Only trained, qualified and certified lab technicians shall perform all urinalyses. The specimens will be kept secure and the chain of custody noted on the form submitted with the specimen.

b. The initial test to be utilized for the drug screen shall be an immunoassay test, unless the sample is being tested for the presence of anabolic androgenic agents, in which case the initial test utilized shall be Gas Chromatography with Mass Spectrometer (GC/MS). All specimens identified as positive on the initial test shall be confirmed by the GC/MS test. The cutoff levels to be used when screening specimens to determine whether they are negative are:

#### Initial Test Level (ng/ml)<sup>1</sup>A

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 <sup>2</sup>
4.	Phencyclidine	25
5.	Amphetamines	1,000
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio <sup>3</sup>

1 Nanograms per milliliter

2 23 ng/ml if immunoassay specific for free morphine

All other anabolic  
androgenic agents

Any detectable amount

c. All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be quantitative analysis.

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

**Confirmatory Test Level (ng/ml)**

1.	Marijuana metabolites <sup>4</sup>	15
2.	Cocaine metabolites <sup>5</sup>	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio
	All others	Any detectable amount

d. Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

In the event of a confirmed positive test, the Member will be required to submit a copy of the prescription and the verification from the prescribing physician for any prescription medication declared by the Member in the pre-test interview required by these procedures.

The MRO may interview the Member, review medical history, consult with laboratory personnel and order re-testing as determined to be necessary.

If no alternative medical explanation can be determined, the test will be designated as verified positive by the MRO.

e. The MRO will report all results to the Corrections Personnel Administrator who will forward the results to the Director of Corrections. Upon review, the Director of Corrections will determine appropriate action and provide notification to the Member.

4. **Confidentiality** – Records reflecting drug tests will, to the extent practicable, be confidential. No records reflecting positive drugs tests will be placed in any permanent file of the Department unless and until a positive result is transmitted to the Department by the MRO.

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3 Every individual maintains a normal amount of the hormones testosterone and epitestosterone. A level of testosterone six times greater than the level of epitestosterone is considered a positive result for testosterone abuse.

4 Delta-9-tetrahydrocannabinol-9-carboxylic acid.

5 Benzoylecgonine.

Records of initial positive tests, not confirmed by the GC/MS testing, will not be kept on-site at the Department.

5. **Disciplinary Action** - A Member who tests positive for illegal drugs shall be subject to discharge.

6. **Employee Assistance Program**- Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Agreement. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance, provided, however, the Member does not test positive for illegal drugs or seek assistance after being scheduled for a random drug test or after being ordered to take a drug test based upon individualized reasonable suspicion.

7. **Records Retention and Use.** Records of a positive drug test or refusal to submit to such tests as provided in this Article shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, or legal action. All such records shall not be utilized for any purpose after one (1) year from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

8. **Changes in Testing Procedure.** The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.