

ORDINANCE NO. 096, SERIES 2012

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (MAY 8, 2012-June 30, 2015) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITION OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND TEAMSTERS LOCAL UNION NO. 783, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS OF AMERICA CONCERNING CERTAIN CIVILIAN MEMBERS OF LOUISVILLE METRO EMERGENCY MEDICAL SERVICES.

Sponsored By: Councilman Tandy

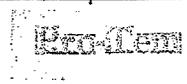
WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, an Affiliate of The International Brotherhood of Teamsters concerning certain civilian members of Louisville Metro Emergency Medical Services ("EMS").

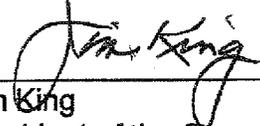
BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

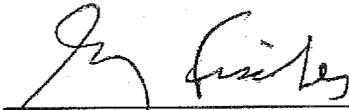
SECTION I: The Collective Bargaining Agreement (May 8, 2012-June 30, 2015) reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783 for and on behalf of bargaining unit employees within the Louisville Metro EMS concerning wages, other items of compensation, pension, 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

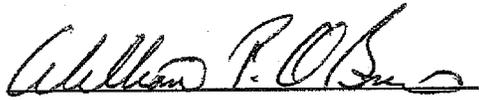
  
\_\_\_\_\_  
Greg Fischer  
Mayor

5-29-12  
Approval Date

APPROVED AS TO FORM AND LEGALITY: *KBB*

Michael J. O'Connell  
Jefferson County Attorney

**LOUISVILLE METRO COUNCIL  
READ AND PASSED**  
*May 24, 2012*

BY: 

OrdinanceApprovingEMSCBA2012.doc/kb

050712

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT  
and**

**TEAMSTERS LOCAL 783  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS OF AMERICA**

**REPRESENTING**

**EMERGENCY MEDICAL SERVICES**

**Effective Date: May 8, 2012**

**Expiration Date: June 30, 2015**

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## **PREAMBLE**

This is a Collective Bargaining Agreement by and between Louisville/Jefferson County Metro Government, (hereinafter the "Metro Government") and Teamsters Local Union 783, an affiliate of the International Brotherhood of Teamsters of America (hereinafter the "Union"), which represents employees of the Louisville Metro Emergency Medical Service who shall be covered by this Agreement.

## **ARTICLE 1 SCOPE**

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of the Louisville/Jefferson County Metro Emergency Medical Service ("EMS") for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of the Emergency Medical Service represented by Teamsters Local 783 pursuant to Metro Government Ordinance No. 169 Series 2004.

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

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

Section 5. The Union recognizes the Mayor, or such other person as the Mayor may designate, as the designated representative of Metro Government for purposes of collective bargaining. Metro Government recognizes the representative(s) of the Union as the designated representative(s) of the Union for purposes of collective bargaining.

Section 6. If either party wishes to amend this Agreement, it shall give its request for an amendment in writing to the other party, who shall respond to the request within fifteen (15) days. An amendment will only take effect upon mutual consent of both parties and will expire six (6) months from its effective date unless continued by agreement in writing of Metro Government, the Chief Steward, the Assistant Chief Steward and the Union's Business Agent.

## **ARTICLE 2 SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all federal, state and local laws. Nothing herein shall be construed to prohibit the EMS 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 not inconsistent with the provisions of this Agreement relating to benefits and working conditions, qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, suspension, removal and other disciplinary action.

## **ARTICLE 3 INTENT OF THE PARTIES**

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. The rights of Metro Government include the right to: determine the mission of its agencies, take disciplinary action, determine the methods, means and personnel by which its operations are to be conducted.

## **ARTICLE 4 MUTUAL OBLIGATIONS/PROHIBITION OF STRIKES**

Section 1. The Union 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 Union. The Union 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. In the event the Union complies with its obligations herein, the Union shall not be liable to Metro Government for damage caused by the strike. It is understood that this section does not limit Metro Government from any other remedies provided by law.

Section 2. Metro Government in return, agrees that during the life of this Agreement, it shall not lockout any Member or otherwise prevent Members from carrying out their scheduled and assigned tasks.

## ARTICLE 5 UNION SECURITY

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

Section 2. The check-off of regular Union membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their membership must notify Metro Government and Union expressly and individually, in writing by certified mail, within twenty (20) days following the effective date of this Agreement or twenty (20) days after employment that such dues are not to be deducted. The fair share fee may be deducted from a Member's wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to Metro Government and affected Members.

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

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of Union by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify Metro Government of the cost of representation by the Union and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

Section 6. The Union has developed a political organization known as Democratic, Republican, Independent Voter Education (D.R.I.V.E.). Metro Government will deduct such amount as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such deduction shall be made once per calendar year and that deduction shall be made during the second week of March. Such deduction shall be forwarded to the Union within thirty (30) days after the deduction is made. If a Member at any time contends that Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, the Teamsters Local 783 will defend and protect Metro Government against expenses, repayment or losses,

liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

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

Section 8. Metro Government will not interfere with, nor discriminate in respect, to any term or condition of employment against any Member because of membership in, or legitimate activity on behalf of, the Members of the Union.

## **ARTICLE 6 UNION BUSINESS AND STEWARDS**

### **Section 1. Contract Negotiations**

Union may select not more than seven (7) Members to represent the unit in the negotiation of a collective bargaining agreement during working hours without loss in compensation or personal time not to exceed the Member's regular duty day. The names of such representatives shall be submitted to the Director. Members shall be relieved from duty for a sufficient amount of time to prepare for and attend negotiation sessions. The Union shall furnish the names of the Members on the negotiating team to the Director.

Section 2. Metro Government recognizes the right of the Union to designate stewards to handle such business as may from time to time be designated to them by the Union.

(a.) The Union shall furnish in writing to Metro Government the name of each Member selected as a steward. Until notified of a change in stewards in writing by the Union, Metro Government shall continue to deal with the previously designated stewards. There shall be a total of eleven (11) stewards, in addition to a Chief Steward and an assistant Chief Steward, to provide Union representation.

(b.) The authority of stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (i) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.
- (ii) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information: 1) have been reduced to writing, or, 2) if not reduced to writing, are of routine nature and do not involve work

stoppages, slowdowns, refusal to handle goods, or any other interference with Metro Government's business.

(c.) Metro Government and the Union agree that the administration of this Agreement shall not disrupt the work of the Members in the performance of their work duties. Metro Government agrees to allow stewards a reasonable time away from their regular duties to engage in union business. Should it become necessary for a steward to leave his/her workstation during his/her work hours for any purpose, the steward shall notify his/her Operations Officer. Prior approval to leave a workstation must be obtained by the steward from the immediate Operations Officer not in the bargaining unit. In the absence of a non-bargaining unit Operations Officer, the immediate Operations Officer shall have authority to grant permission. Such approval shall not be unreasonably withheld.

(d.) Metro Government agrees to apply its standard for unpaid leaves of absence to a request by the chief steward, or other designated steward, to attend a labor convention, or serve in any capacity or for other official union business.

(e.) A steward of the Union designated to represent a Member shall be paid for time lost from work while conducting Union business, and during meetings and talks with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings.

(f.) The Union may select not more than one (1) Member to attend with pay the regular and special sessions of the Kentucky General Assembly. Such leave with pay shall be effective only for such days the Member would be required to work as part of his normal work schedule. In no event will Metro Government be required to pay more than sixty (60) days in any calendar year.

### Section 3. Union Access

(A.) Bulletin boards. Metro Government agrees to provide Union designated space on one (1) lockable bulletin board per division upon which Union may post notice of meetings, announcements, or information of interest to its Members. Union further agrees that it will not post any material which would be derogatory to any individual, Metro Government, EMS, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of Union. All notices of Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the Director or his designee.

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

(B) Access to work locations. With reasonable notice to the Department Director and with the approval of the Department Director a non-employee representative of Union shall be allowed access to work locations not accessible to the general public if the work location is a Metro Government facility.

Section 4. Conferences

Special conferences for important issues between Union representatives and the Director of Emergency Medical Services will be arranged on a semiannual basis and as needed and mutually agreed upon by the parties. Such meetings shall be between not more than four (4) Department of Emergency Medical Services personnel and Union staff representatives and Metro Government Human Resources personnel. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the collective bargaining agreement.

Arrangements for such special conference shall be made reasonably in advance and an agenda of the issues to be taken up at the meeting shall be presented at the time the conference is required. Members of the Emergency Medical Services Unit participating in the special conference shall not lose time or pay for time spent in such special conferences.

Section 5. Upon written request to the Human Resources Department, on a semi-annual basis, the Union will be provided with a list of names, titles and grades of unit Members in each institutional office.

Section 6. Metro Government agrees to provide an area of privacy for the steward and grievant when engaged in grievance handling.

Section 7. Notice of new hires.

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

Section 8. Rules and Regulations

Metro Government will provide the Union and the Chief Steward copies of all new rules, regulations, policies, and procedures within a reasonable period of time prior to the date of implementation, except in a bona-fide emergency. In such case, implementation and oral notice shall be simultaneous.

Section 9. Metro Government agrees to split the cost of printing sufficient copies of the Agreement for the members and further agrees:

- (a) the document will be printed by a Union printer.
- (b) the document will be distributed within thirty (30) days after the printing.

## ARTICLE 7 PROBATIONARY PERIOD

Section 1. The initial probationary period is defined as an on-the-job evaluation period of twelve (12) months after certification, during which time an employee is required to demonstrate his/her fitness for employment. Provided, however, if a new employee is already certified, the initial probationary period is defined as an on-the-job evaluation period of twelve (12) months.

Section 2. During the initial probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said employee, as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedure as set forth in this contract.

Section 3. At the termination of the employee's probationary period, he/she, if retained by Metro Government, shall be placed on the regular seniority roster, and his/her seniority shall date from the most recent date of entry into a position within the unit.

Section 4. In the event that a Member is promoted the Member will be placed on six (6) month probation. At the termination of the Member's probationary period, he/she, if retained by Metro Government, shall be placed on the regular seniority roster, and his/her job classification seniority date shall be from the most recent date of entry into the promoted position.

Section 5. Members whom are attempting an upgrade from EMT to Paramedic will be placed on a six (6) month medical probationary period. Failure to complete probation will result in the Member being retained at their previous position. Upon completion of probation, the Member will be placed on the seniority list with their hire date with EMS.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Section 1. This grievance procedure is the exclusive remedy of the Union, Members, and Metro Government.

Section 2. A grievance is defined as any dispute involving the interpretation or application of a specific provision of this Agreement, or term or condition of employment. It is understood and agreed that the timeframes listed below apply equally to both Metro Government and the Union.

Section 3. In the foregoing article, when the Department Director is referenced, this shall also pertain to a designee of the Director, when so appointed.

Section 4. Written grievances provided for herein must contain the following:

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

Section 5. A Grievance Committee shall be established by the Department. The Committee shall consist, in part, of three (3) Members selected by vote of the bargaining unit, according to procedures determined by the Union. Three (3) alternates

shall be selected by the same method, and will act in the absence of another Committee member, as directed by the Chief Steward. The Department Director shall also select three (3) Committee members from management personnel, and shall appoint Alternates as needed, to accommodate absences. The Chief Steward, or designee, and a member of command staff selected by the Director, shall serve as ex officio members of the Committee.

Section 6. There will be no loss of pay or benefits to a Member prior to, or during, the Grievance Committee's investigation and resolution of a situation giving rise to a grievance, except in the event of a major infraction that requires immediate job action be taken. Cause for such action is the result of behavior or conduct that places EMS or citizens at risk of harm.

Section 7. Grievances as herein defined shall be settled in the following manner:

Step 1. Within ten (10) calendar days from the date a Member knew or could reasonably have known of an alleged infraction giving rise to a grievance, the Member shall present a written grievance to the Department Director or designee, which may be submitted via interoffice mail or by electronic mail. The grievance shall be submitted to the Director by a Steward. The Director shall forward all grievances to the Grievance Committee for review within fourteen (14) calendar days of receipt, for the Committee to review at its next regular meeting.

Step 2. The Grievance Committee shall meet monthly and shall hear grievances as set forth in Article 9, based upon the facts of the case. At the start of each calendar year under this Agreement, the members of the Grievance Committee shall determine the date and time for the monthly meetings for the year. Attendance at the monthly committee meeting shall be considered as time worked. The Committee shall have five (5) days from receipt of the grievance in which to render a decision. Majority vote by the Committee is required in order to impose discipline. If consensus cannot be reached verbally, voting by secret ballot shall be ordered. The decision of the Committee is final and binding, relating to all minor infractions. Only Committee members will be present while a vote is taken on the grievance.

If the Committee determines the infraction rises to the level of a major infraction, as set forth in this Agreement, it may review the facts and, within five (5) calendar days, recommend disciplinary action to the Director. The recommended disciplinary action may be accepted and imposed by the Director. If the Director does not accept the recommendation, he/she shall meet with the Union to review the situation and come to an acceptable resolution, as set forth in Step 3, below.

Members who were previously covered by Civil Service shall remain covered by Civil Service unless they choose to revoke their status. Any position vacated by a Member previously covered by Civil Service loses its Civil Service status.

Members will retain their Civil Service status during job bid movements unless they choose to revoke said status.

Step 3. In the event the parties do not reach resolution of the issue at Step 2, whether relating to the steps toward resolution of either a minor or a major infraction, the grievance shall be presented to the Director and the Union for an attempt at mutual resolution. If this does not occur within (10) days, the matter shall be submitted to a predetermined mediator for review and resolution. In the event an independent mediator is used, Metro Government and the Union shall share the costs equally. Prior to submitting the grievance to the independent mediator, the grievance shall be reviewed by the Director of Human Resources or his designee for possible resolution of the grievance.

The mediator shall have the authority to meet with the grievant and representatives of Metro Government and the Union, and to make procedural rules consistent with the terms of this Agreement. The mediator shall make every effort to come to an amicable resolution to the matter. If this attempt is unsuccessful, the mediator shall commence a formal hearing. A written decision shall be issued within a reasonable period of time, setting forth the findings of fact and conclusions. The mediator shall be without power or authority to alter, amend, or modify any terms of this Agreement, or to offer any opinion, or make any decision that is contrary to, or a violation of, the terms of this Agreement. The decision of the mediator shall only become binding upon mutual acceptance by Metro Government and the Union.

Step 4. If the Union or Metro Government is not satisfied with the written decision of the mediator, an appeal may be presented to the Mayor, within seven (7) days of issuance of the decision.

Within ten (10) working days after receipt of the appeal, the Mayor or designee shall render a final written decision. This decision shall be binding with respect to contractual procedures under this Agreement only.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE: JUSTICE AND DIGNITY**

### **Section 1.**

(A.) Metro Government recognizes the standard of "just cause" as the disciplinary standard upon which all disciplinary action shall be taken. Progressive action will only be advanced when the incident is of a like nature.

(B.) When a non-criminal complaint alleging misconduct or rule violation is made against a Member within twenty (20) days of the incident complained of, the complaint shall be in writing with the complainant identified by name and address and with a telephone number so that the complainant can be contacted for any follow up. When a non-criminal complaint alleging misconduct or rule violation is made against a Member after twenty (20) days of the incident complained of, the complaint shall be

under oath in the form of an affidavit, signed, sworn to by the complainant and duly notarized. The Director shall have a complaint investigated in a reasonable amount of time, not to exceed 180 days without the consent of the Union. The Director shall not be required to investigate anonymous complaints. If the complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to an appropriate law enforcement entity. The Member will be furnished with all information in writing on any complaint that involves that Member.

Section 2. Metro Government will follow the principle of progressive discipline with regard to minor offenses. Minor offenses subject to progressive disciplinary action shall include, but not be limited to the following:

- (a) sleeping on duty;
- (b) excessive tardiness;

Progressive discipline shall include the following steps:

- (a) counseling and training (CNT);
- (b) written reprimand;
- (c) suspension;
  - 1st occurrence - 1 shift
  - 2nd occurrence - 2 shifts
  - 3rd occurrence - 3 shifts
- (d) termination.

Section 3. Any Member found by Metro Government to have violated a major offense may be disciplined accordingly up to and including termination for the first offense. Such major offenses shall not be subject to progressive discipline except as set forth in Article 8 "Grievance Procedure."

Major offenses shall include, but not be limited to the following:

- (a) theft;
- (b) intoxication or in possession of alcohol or drugs while on duty;
- (c) falsification of records or reports;
- (d) fighting or inciting a fight while on duty;
- (e) being insubordinate or refusing to comply with Operation Officer's reasonable instruction;
- (f) failure to report on a one (1) day basis without good cause;
- (g) knowingly or intentionally disregarding medical protocol;
- (h) blatant disregard of valid medical orders;
- (i) negligent and/or intentional abuse of patients.

If termination is not warranted by a major offense, then discipline shall be for the first occurrence a five (5) day suspension and for the second occurrence a ten (10) day suspension. There will be a maximum number of fifteen (15) suspension days within one (1) rolling year, whether for major or minor offenses, before termination.

Section 4. One employee (1) and one (1) non-employee Union representative shall be present at a disciplinary action meeting regarding the suspension or termination of a Member with the Member and Metro Government personnel. If a final decision is made to impose discipline, the Member and the Union shall be notified in writing. Disciplinary action shall be reasonable and commensurate with the offense. The imposition of any progressive discipline shall be conducted in a private manner. Suspension days are to be served within six (6) months of the date the grievance procedure is completed and the suspension upheld. A Member may not work on any days that would have been off days during the suspension days, if there is more than one (1) day being served.

Section 5. The non-probationary Member who is terminated or suspended may proceed at the Member's election to Step 1 of the Grievance Procedure. A Member terminated or suspended pursuant to a minor infraction shall continue to report to work until a review by the Department Director has been held. The review shall be held by the Department Director within five (5) working days after the suspension or termination. The Department Director shall either affirm or reverse the suspension or termination. If the suspension or termination is affirmed, the Member shall be suspended without pay until the grievance determination has been finally adjudicated.

Section 6. In the event the suspension or termination constitutes a major infraction, then the Member shall be suspended without pay prior to the review by the Department Director. The review by the Department Director shall be held within five (5) working days of the suspension and/or termination. The Department Director shall either affirm or reverse the suspension or termination. If the suspension or termination is affirmed, the Member shall be suspended or terminated without pay until the grievance has been finally determined.

Section 7. No previous record or charges against a Member may be considered except those brought within the immediate past twelve (12) months.

Section 8. A copy of the appropriate payroll change of record form applicable to each Member whose employment is terminated for any reason shall be furnished by Metro Government to the Union within a reasonable period following such termination.

Section 9. A Member will receive a copy of disciplinary action issued against him/her at the same time it is filed. A Member may submit a written document refuting material in the Member's official personnel file for inclusion in the file. The document shall not contain any inflammatory or derogatory statements.

## **ARTICLE 10 SENIORITY AND LOSS THEREOF**

Section 1. Seniority of a Member, except for a Paramedic II, begins with the most recent date of employment with EMS, including either the former City of Louisville or the former Jefferson County governments, provided, however, all probationary employees must have completed their probationary period after which their seniority

shall then revert back to the most recent date of employment with EMS. The job classification seniority of a Member in the classification of a Paramedic II begins with the most recent date of hire or promotion into the classification of a Paramedic II.

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

- a) is discharged for cause;
- b) resigns voluntarily and returns after one year;
- c) is laid-off for lack of work and not recalled within two (2) years of such layoff;
- d) or fails to return to work by recall subsequent to a lay-off within five (5) days after having been notified to do so by certified mail to last known address.

When a Member is terminated for any of these reasons and is subsequently re-employed, the Member shall be considered a new employee for all purposes except that of rates of pay.

Section 3. If a Member leaves the bargaining unit but remains a Metro Government employee and then returns to the Unit within one (1) year; or leaves the bargaining unit but remains with the Department, and then returns to the bargaining unit after any length of time, then that Member's Seniority date shall be reinstated at the level held prior to leaving the bargaining unit.

Section 4. Pay Rates Upon Demotion

The pay of a Member who has been demoted, voluntarily or involuntarily, shall be decreased to the higher of either:

- a. The same step in the new pay grade longevity schedule as in the old higher pay grade longevity schedule, or
- b. The same step in the new pay grade longevity schedule as the Member had at the time the Member left the lower classification, if the Member is being demoted to a classification held in the past.

For example, an EMT with eight (8) years of seniority who is upgraded into a Paramedic position with eight (8) years of seniority, if demoted after two (2) years, will return to an EMT step with ten (10) years of seniority or to the EMT step with eight (8) years of seniority, whichever is higher.

Section 5. Seniority Postings

Job Classification and Departmental Seniority Postings shall be maintained on a current basis and posted where they shall be available for inspection at all reasonable times by individual Members.

Copies of the seniority lists and each revision thereof shall be furnished by Metro Government to the Union upon request.

## **ARTICLE 11 REDUCTION IN WORK FORCE**

Section 1. Metro Government shall determine the classifications to be reduced or eliminated when, due to lack of work or reorganization, it becomes necessary to layoff Members. The order of layoff shall be based on seniority within each classification to be reduced or eliminated.

Section 2. If there is no less senior Member in the same salary grade within the bargaining unit, the Member scheduled for layoff shall be demoted to a classification in the next lower salary grade within the bargaining unit if there is a less senior Member in that classification. In this event the less senior Member shall be scheduled for layoff.

Section 3. If there is no less senior Member in the next lower salary grade within the bargaining unit, the Member scheduled for layoff shall be demoted to replace the least senior Member in his/her bargaining unit provided the demoted Member has demonstrated a capability to perform the work of the less senior Member before bumping into such a classification.

Section 4. Except for seniority within a classification as used in Section 1, no Member within the bargaining unit may replace a more senior Member within the bargaining unit. It further being understood that a Member must have demonstrated a capability to perform the work of the less senior Member before bumping into such a classification.

Section 5. Recalls shall be by classification and shall be in the reverse order of the reduction or layoff (i.e., the first to be recalled shall be those last laid off or reduced) provided such Members have demonstrated a capability to do the work available.

Section 6. Metro Government shall furnish the Union a list of names of Members laid off or recalled in each instance in which a layoff or recall occurs.

## **ARTICLE 12 PERSONNEL FILES**

Section 1. All official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department. Only one (1) official file shall exist for each Member.

Section 2. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of Kentucky. A Member shall be notified of an Open Records request for the Member's personnel record via the Member's EMS email address within three (3) days of the Human Resources Department receiving the Open Records request. A Member, or representative of the Member, may obtain a copy of the records released from Human Resources Department upon request.

Section 3. Any Member, or any union representative or attorney with a written authorization from a Member, shall have the right to inspect the Member's files

upon presenting the written request to the Department of Human Resources, during reasonable hours of operation. The Member may have copies made of his/her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

## **ARTICLE 13      MEDICAL REVIEW**

The Department will perform medical review in accordance with Metro EMS Standard Operating Procedures. The Medical Director of EMS will oversee all such reviews and make his recommendations to the Director. The Metro EMS Standard Operating Procedures shall include peer review that includes at least one (1) EMT and one (1) EMT-Paramedic, who shall be selected on a rotation basis.

The Department will notify Members twenty-four (24) hours in advance, if possible, of any review sessions. Any documentation such as run sheets, advanced life support run forms or any other information pertinent to the session shall be available for review, if possible, during the session.

The review sessions, except for Probationary Members, shall be scheduled within two (2) hours of the start of a Member's scheduled shift or immediately after the Member's scheduled shift, unless otherwise agreed to by the Member. Provided, however, the Department reserves the right to call a Member in for a review session in cases involving exigent circumstances.

## **ARTICLE 14      WORK DAY AND WORK WEEK**

Section 1. For "street operations" Members, the workweek shall be Sunday 0000 through Saturday 2400 and the workday shall consist of twelve (12) consecutive hours. For ancillary Members, the workweek shall be Monday through Friday and the workday shall consist of eight (8) hours. Ancillary Members shall be allowed one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute paid breaks each workday.

Section 2. Members shall have regular starting and quitting times. Metro Government will publish the list of times and furnish it to the Union. If the department intends to make a shift change from the current 12-hour shift, it will notify the Union and a conference will be held with Union representatives prior to implementing the shift change. Members will be given at least fifteen (15) working days notice of the change.

Section 3. OVERTIME PAY - One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. Hours actually worked do not include any paid leave taken during a workweek. If the total number of hours in a workweek exceeds forty (40) hours, but the employee has not actually worked in excess of forty (40) hours that week, then the employee is paid at straight time for all hours worked in that particular week. There will be no pyramiding of overtime. Unpaid leave is not computed as time worked for purposes of overtime.

Section 4. With prior approval of the Director or designee, ancillary Members may be allowed to flex their time to offset such things as doctor appointments for a

period of not more than four (4) hours in a standard workday. The time off must be completed in the same workweek.

## ARTICLE 15 OVERTIME POLICIES AND PROCEDURES

### Section 1. Definitions.

**Projected overtime** is overtime known to Metro Government at least eleven (11) days prior to the posting of the next work schedule.

**Unscheduled overtime** is overtime known to Metro Government ten (10) days or less prior to the posting of the next work schedule.

**Holdover** is mandatory overtime at the end of a shift that is required to complete the daily operations following a loss of personnel, previously assigned to a given shift, due to sick leave, emergency vacation, injuries sustained in the line of duty, bereavement leave, unfilled voluntary overtime, or other unforeseen circumstances.

**Special Overtime Details** are requests for service, usually associated with an outside agency, with regard to a particular event or series of events.

Section 2. Other than on a scheduled off day, Members may be mandated to work any unscheduled overtime and any unfilled projected overtime, provided, however Members may be mandated to work Special Overtime Details on their scheduled off day. Mandatory overtime shall be assigned by Metro Government to the least senior Member who has worked the lowest number of mandatory shifts for the then most recently completed twelve (12) month period. A Member, when assigned mandatory overtime, shall go on the payroll at the time he reports to his overtime assignment. Metro Government reserves the right to cancel any mandatory overtime assignment at any time. Mandatory overtime trades are to be handled by Members in a minimum of four (4) hour blocks, but only between two (2) Members. Mandatory overtime shall not be greater than 12-hours in length, except in cases of emergencies or natural disasters or for such public events as Thunder Over Louisville, the Kentucky Oaks, the Kentucky Derby and the Ironman Competition. Members will be given one (1) mandatory credit for each four (4) hour block of overtime whether it is voluntary or mandatory. If the mandatory shift is less than four (4) hours the Member will be given one (1) mandatory credit. If a Member has been off the streets for more than twenty-one (21) days or is a new hire they will be given credits to bring them up to the level of the Member with the least amount of credits on their shift (day or night shift) of equal grade. A Member may give away a mandatory overtime to another Member without regard to seniority, but the Member must be of equal classification.

Section 3. Members may volunteer for projected overtime by submitting an overtime request form pursuant to a deadline established in the EMS Standard Operating Procedures. Projected overtime shall be awarded within a Job Classification based on seniority. No one will be allowed to "bump" another Member, regardless of seniority, unless the senior Member's overtime request form was submitted prior to the deadline. In the event the vacant position can be filled by a Member in another Job Classification and not compromise staffing, and the overtime request forms for the original Job

Classification have been exhausted, the Member in the alternate Job Classification shall be awarded the projected overtime based on seniority. A Member shall not be awarded projected overtime if it conflicts with the Member's regular work schedule or will cause the employee to work more than sixteen (16) hours in a twenty-four (24) hour period.

The projected overtime will be emailed out to each Member; the posting will include start and ending times, ride areas and classification required.

Section 4. Metro Government may post any unscheduled overtime at any time. Members may volunteer for unscheduled overtime by submitting an overtime request via electronic mail by the deadline established pursuant to EMS Standard Operating Procedures. Unscheduled overtime shall be awarded within Job Classification based on seniority. In the event the vacant position can be filled by a Member in another Job Classification and not compromise staffing, and the overtime request forms for the original Job Classification have been exhausted, the Member in the alternate Job Classification shall be awarded the unscheduled overtime based on seniority. If no street operations' Member requests the overtime, then an Operations Officer may request the overtime. A Member shall not be awarded unscheduled overtime if it conflicts with the Member's regular work schedule.

Section 5. Operations Officers shall authorize a **holdover** for the "off-going" Paramedic or EMT who is working and whose shift is ending at the same time as the beginning of the shift for the Member who will not be able to report to duty. The holdover will be Paramedic for Paramedic and EMT for EMT (no truck holdovers). The Member who has been issued the holdover may find another Member to work the holdover for him/her, without regard to seniority, if the Member is off-duty and willing to come in, or the Member is scheduled to work a later shift in the same Division. However, no Member will be eligible to work a holdover if it will cause the Member to be scheduled more than sixteen (16) hours in that day, or if it will create a gap in street coverage (for example, if there is a potential for a four-hour rolling holdover for all staff required that day due to an emergency situation, ESU call-out, etc.).

If a Member is secured for a holdover, and the overtime is unexpectedly canceled following the start of the shift, the Member shall have the option of going home immediately or remaining at work for four (4) hours. During the four (4) hour time, the Member will perform work as directed by the Operations Officer.

Section 6. Special Overtime Details are not automatically considered to be mandatory in nature. Whenever possible, the overtime will be posted for a minimum of five (5) days, and will include the date, time, location, and any special requirements for the detail. This overtime will be awarded by Job Classification to the most senior Member requesting to work the detail. When available, two (2) alternates will be posted for each filled position. If a Member volunteers for an overtime shift that is in conflict with his/her regularly scheduled shift, or will cause the Member to work more than sixteen (16) hours in a twenty-four (24) hour period, the Member will not receive the overtime. If there are insufficient volunteers to cover the special overtime details, the overtime will become mandatory in nature. The overtime will be filled on a Classification for Classification basis. Mandatory overtime shall be assigned by Metro

Government to the least senior Member who has worked the lowest number of mandatory shifts for the then most recently completed twelve-month period. The only acceptable excuses for refusing to work mandatory overtime on Special Overtime Details will be for approved leave usage (including sick leave, previously scheduled doctor/dental appointments, bereavement, military training or approved vacation). Other situations may be considered, but must be approved by the Director or designee.

Section 7. Special Teams are strictly voluntary, acceptance to a team will be determined by the Director or his designee. Due to the nature of the teams and time constraints, seniority and hours worked in a twenty-four (24) hour period will not be a factor used in determining who will be assigned to the details that will be left up to the Director or his designee. Special Teams will only be utilized to cover the portion of the detail that requires their specialty.

## **ARTICLE 16 CALL OUT PAY**

All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work shall be paid for at one and one-half (1 1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by Operations Officer authority, a Member called out shall work the four (4) hours minimum period. Overtime in conjunction with the normal shift when scheduled in advance, or which extends the normal work shift shall not be considered as a call out.

## **ARTICLE 17 NON-PROMOTIONAL REASSIGNMENTS/LATERAL TRANSFER**

Section 1. When a vacancy occurs or a position is created, notice will be posted monthly for a period of five (5) working days. The notice shall state briefly the classification, nature of assignment, and shift. During the period of posting, the position may be filled without regard to seniority. It is understood and agreed that Metro Government retains the nondiscriminatory right to fill or not fill any position within the department.

Section 2. In the event that Metro Government decides to fill a street operations position or vacancy, Members shall request reassignment on the appropriate form. Said position, if filled, shall be filled using the following criteria:

- (a) The position will be awarded to the Member who bids and has the longest seniority record provided that he has completed the appropriate available training program.
- (b) The number of Members with the required skills and training needed for a particular shift is maintained.

The position will be filled by the successful bidder as soon as practicable beginning with the new monthly rundown. If there will be a delay in filling the position,

the Director or his/her designee will meet with the successful bidder and a union steward to discuss the delay.

Section 3. Members requesting a reassignment must complete all data requested on the form and file it with the department head.

Section 4. A copy of the reassignment list and the successful applicant will be provided to the Union's Chief Steward.

Section 5. The processing of a reassignment will remove the Member from the reassignment list. The Member will be notified in writing when the reassignment is awarded. The reassignment is considered complete when it is made on paper unless the Member has previously notified the department head in writing, that the request has been withdrawn.

## **ARTICLE 18      SHIFT TRADES**

Section 1. Members may trade off days or shifts with the approval of the Director or designee, so long as each party is qualified to perform the duties of the other. Such approval shall not be unreasonably withheld. Members may make a self-trade as long as street coverage is sufficient, overtime is not created, and no more than one (1) self-trade is allowed per day at the sole discretion of the Director. The Member must complete the approved shift trade and/or self-trade form and submit it directly to an Operations Officer in person or by fax or by electronic mail for approval forty-eight (48) hours prior to the trade taking place, except in case of an emergency. The trade must be completed within a given workweek Sunday to Saturday. Any change of scheduled off days or shifts that necessitate the utilization of overtime compensation will not be permitted. Once a trade is approved, it shall constitute the Members' regular tour of duty.

Section 2. The Member must complete the pre-shift trade form ten (10) days in advance except in case of an emergency and submit it for the approval of his Operations Officer for any trade of shift involving up to thirty (30) days' time or the length of one (1) rundown period (short term trade). If in excess of one (1) day, a Member is restricted to two (2) short term trades during any twelve (12) month period.

Section 3. A trade of shifts involving over thirty (30) days' time or greater than the length of one (1) rundown period is considered a long term trade and must be posted for a period of ten (10) days and awarded by bid based on seniority. A long-term trade may not exceed a 6-month period. If long-term trade bids are not acceptable to the requesting party, he or she may withdraw the request. During the term of the long-term trade, either party may cancel the trade by giving at least (ten) 10 days' notice to Director or designee. Participating Members are restricted to one (1) long-term trade during any twelve (12) month period.

## **ARTICLE 19      PRECEPTOR**

Section 1.      The Department Director shall designate Members as preceptors to train and evaluate E.M.T.s and Paramedics. Preceptors may also be required to train and evaluate students who are completing their clinical requirements. Designated preceptors shall receive an additional Two (\$2.00) dollars per hour for each hour spent as preceptor, whether for E.M.T.s, Paramedics or students. It is understood and agreed that a Member has the right to refuse to be a part of the preceptor program.

Section 2.      Members who were previously assigned as permanent preceptors (Paramedic-Field Training Officer and EMT-Field Training Officer) pursuant to a certain Letter Agreement executed February 24, 2006 shall continue to serve as Field Training Officers with the compensation as contained in that Letter Agreement (attached hereto as Appendix E), provided, however, starting with the least senior Paramedic II FTO, Paramedic FTO and/or EMT-FTO on duty at that time, the Paramedic II FTOs, Paramedic FTOs and/or EMT-FTOs may be reassigned from their normal schedule as needed by the Department in order to perform their Field Training Officer duties. If the permanent Paramedic-FTOs and/or EMT-FTOs do not wish to fulfill these additional duties, the employee will voluntarily relinquish compensation and permanent preceptor status (rank) with no discipline.

## **ARTICLE 20      TRAINING**

Training and recertification mandated by Metro Government, State and Federal laws and required as a condition of continued employment shall be provided by Metro Government at no cost to the Member. The Member shall not be asked to pay for such required training, but rather Metro Government shall provide or pay for all approved training.

Metro Government will schedule training sessions of up to seventy-two (72) hours every two (2) years and Members shall be responsible for attending sufficient training sessions to maintain certification and licensure. If a Member fails to attend a sufficient number of training sessions to maintain certification and licensure when offered, the Member is responsible for obtaining the training on their own time and at their own expense.

Both the Member and the Department shall maintain a record of Members' required training and certifications/licensures.

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

Metro Government will reimburse a Member for any recertification fee for a recertification that the Department requires the Member to have as a condition of employment.

## **ARTICLE 21 SAFETY**

The Department will continue to comply with all statutes and regulations of the State and Federal Departments of the Occupational Safety and Health Administration.

Metro Government will follow the recommendations for treatment and care of infected patients that have been issued by Metro Government Department of Health; including, but not limited to, proper protective clothing for all Members who come in contact with the infected patients. Recognizing that this is a rapidly changing subject, the parties mutually agree to keep abreast of upgrading preventative protective measures as they develop, using the special conference provision of this Agreement.

Each Member will be issued while on duty a working portable radio, which includes an encoder with emergency alert button, when the portable radios become available under the Metro Safe Program.

Each Member will be offered HIV testing and Hepatitis screening consistent with federal guidelines.

All Members will be offered all flu, pneumonia and any other vaccinations deemed pertinent at no cost to the Member.

All Members who could come into contact with Blood Borne Pathogens or HIV will be trained under the current curriculum.

## **ARTICLE 22 DRUG TESTING AND PROCEDURES**

There are compelling interests which demand that the Emergency Medical Service be drug free. The public has a right to expect that those they employ to protect and serve 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. EMS Members on a daily basis are required to make split second decisions that impact the safety of the public and their fellow Members. The Department will utilize the procedures attached hereto as Appendix A to implement a drug testing program to detect prohibited drug use by its Members.

## **ARTICLE 23 HOURLY WAGE SCHEDULE**

### **Section 1. Salary Schedule for "Street Operations" Members**

- (a) Beginning July 1, 2010, the wages for current Members on the payroll prior to the execution of this Agreement by the parties in the classification of EMT, Paramedic and Paramedic II shall be governed by the salary schedule attached hereto as Appendix B. Members are placed on the pay grade of the salary schedule and shall automatically progress through the salary schedule based upon seniority, except for red-circled Members. Red Circle is a term used to indicate a temporary freeze in the step increases of a Member whose current rate of pay exceeds the amount

designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step in the salary schedule, that Member shall resume receiving step increases.

- (b) For fiscal year beginning July 1, 2011 and ending June 30, 2012, the schedule attached hereto as Appendix B shall be increased by two percent (2%). Prior to the two percent (2%) increase, the salary schedule for Paramedic II shall be increased as follows:

Start	11 yr	13 yr	15 yr	17 yr
Step 1	Step 2	Step 3	Step 4	Step 5
25.39	26.15	26.97	27.78	31.60

- (c) Wages for Members hired on or after execution of this Agreement by the parties, in the classification of EMT and Paramedic shall be governed by the salary schedule attached hereto as Appendix C. Members are placed on the pay grade of the salary schedule and shall automatically progress through the salary schedule based upon seniority, except for red-circled Members. Red Circle is a term used to indicate a temporary freeze in the step increases of a Member whose current rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step in the salary schedule, that Member shall resume receiving step increases.
- (d) For fiscal year beginning July 1, 2012 and ending June 30, 2013 the salary schedules attached hereto as Appendix B & C shall be increased by one percent (1%).
- (e) For fiscal year beginning July 1, 2013 and ending June 30, 2014 the salary schedules attached hereto as Appendix B & C shall be increased by one percent (1%).
- (f) For fiscal year beginning July 1, 2014 and ending June 30, 2015 the salary schedules attached hereto as Appendix B & C shall be increased by one percent (1%).
- (g) Parity Pay shall continue as stated in Appendix D, attached hereto, for the duration of this Agreement.

- (a) Beginning July 1, 2010, the wages for ancillary Members shall be governed by the salary schedule below. Members are placed on the pay grade of the salary schedule and shall automatically progress through the salary pay schedule based upon seniority, except for red-circled Members. Red Circle is a term used to indicate a temporary freeze in the step increases of a Member whose current rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step in the salary schedule, that Member shall resume receiving step increases.

<u>Job Code</u>	<u>Job Classification</u>	<u>0-3 yrs</u>	<u>4-6 yrs</u>	<u>7-10 yrs</u>	<u>10+ yrs</u>
019920	Storekeeper I	12.60	13.23	13.89	14.59
015370	Accounting Clerk	15.13	15.88	16.68	17.51
019770	Storekeeper II	15.02	15.78	16.56	17.38
015350	Billing Clerk III	15.82	16.63	17.45	18.32
036150	Training Specialist	17.17	18.03	18.91	19.86
079400	EMS Fleet Technician	12.54	13.16	13.82	14.50
079310	Fleet Serv Coordinator	17.50	18.41	19.39	20.40
015180	Fee Collection Supv	18.64	19.61	20.66	21.74

- (b) For fiscal year beginning July 1, 2011 and ending June 30, 2012, the salary schedule shall be increased by two percent (2%).
- (c) For fiscal year beginning July 1, 2012 and ending June 30, 2013, the salary schedule shall be increased by one percent (1%).
- (d) For fiscal year beginning July 1, 2013 and ending June 30, 2014, the salary schedule shall be increased by one percent (1%).
- (e) For fiscal year beginning July 1, 2014 and ending June 30, 2015, the salary schedule shall be increased by one percent (1%).

## ARTICLE 24 CERTAIN BENEFITS

### Section 1. BENEFIT ELIGIBILITY

Full-time, regular Members and part-time regular Members who work at least a twenty-five (25) hour week shall be granted all benefits outlined in this Agreement. Probationary full-time employees shall be granted holidays, group insurance, employee assistance program, sick leave, voting leave, jury duty leave, bereavement leave, workers' compensation leave and military training leave. Part time, regularly scheduled Members

who work at least seventeen and one-half (17 1/2) hours during the work week shall be granted all but group insurance benefits on a pro rata basis. All other types of Members not specifically referenced above shall be granted only workers' compensation benefits and shall have access to the employee assistance program.

**Section 2. LIFE INSURANCE**

Metro Government shall provide to all full time Members life insurance in the amount of coverage equal to one (1) times the Member's annual salary up to Fifty Thousand (\$50,000.00) dollars. Provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level. The life insurance program where permitted by law and subject to eligibility rules of 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 Metro Government so provides such insurance and at cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of Metro Government plan.

**Section 3. ANNUAL LEAVE "STREET OPERATIONS"**

A. Vacation leaves accrual. For those hired before the execution date of this contract, vacation leave with pay will be granted to all full-time "street operations" Members and will accrue on biweekly basis in accordance with the following schedule' this schedule is inclusive of vacation and holiday time:

<b>Years of Service with Metro</b>	<b>Annual Vacation/Holiday Accrual Rate</b>
0 year	200 hours
1 year	208 hours
2 years	216 hours
3 years	224 hours
4 years	232 hours
5 years	240 hours
6 years	248 hours
7 years	256 hours
8 years	264 hours
9 years	272 hours
10 years	280 hours
11 years	288 hours
12 years	296 hours
13 years	304 hours
14 years	312 hours
15 years and above	328 hours

Vacation for Street operations employees hired on or after the execution date of this contract. Primary vacation selection may be split into seven (7) day blocks. Secondary

vacation selection may be taken as single days or multiple days at the employee's discretion. Hours accumulated include holidays and vacation time.

<b>Years of Service with Metro</b>	<b>Annual Vacation/Holiday Accrual Rate</b>
0-1 years	120 hours
1-5 years	154 hours
6-10 years	188 hours
11-15 years	222 hours
16 + years	256 hours

The following Holidays are recognized by Metro Government:

New Year's Day	January 1
Martin Luther King Jr.'s B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Street Operations personnel shall be paid time and one-half (1 ½) for any hour worked during one (1) of the eight (8) recognized Metro Government Holidays.

(B) Members may take vacation leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved by the Director prior to use. Member shall not accrue more than 480 hours of vacation credit at the completion of any given pay period. Provided, however, after the effective date of this Agreement, if a Member cannot take vacation leave because street coverage is insufficient and leave is not approved, then any hours above 480 hours of vacation credit at the completion of any given pay period shall be paid to the Member at the Member's regular hour rate.

Upon separation from Louisville Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed 320 hours. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued leave may not be re-employed by the EMS in the same or another position until there has been a break in service equal to the amount of time paid in unused annual leave.

C. *Primary Leave Selection.* Beginning on the second Monday in January, each eligible Member will be assigned a date and time to report to Metro EMS Headquarters to select his/her primary leave time. The leave time consists of all credited hours in lieu of holidays and vacation hours that will be accrued by the time of the leave. The date and time assigned will be based on seniority. The Member will be permitted to view the calendars posted for the Service and make his/her primary leave selection at the

assigned time. Prior to selection, the Member will be advised how many leave hours are available for utilization. Primary leave periods will be awarded by seniority, and in writing, at the time of calendar selection. Selection of the primary leave period must be completed by Friday of the second week of January.

A Primary leave is defined as a single period, unbroken, not to exceed twenty-one (21) calendar days or blocks of at least seven (7) calendar days. If a Member fails to report to Metro EMS Headquarters at the assigned time, the leave selection process will continue down the seniority list in order, unless the Member is physically unable to report at the assigned time because of extenuating circumstances. In that case, the Member must make phone contact with the Assistant Director of EMS, or designee, during the Member's assigned selection slot. The Member that fails to report or call during his/her assigned selection period will have the opportunity to select a primary leave when he/she reports to Metro EMS Headquarters or designated location. However, that Member will not be allowed to bump any less senior Member from an already assigned primary leave period.

Any change in primary selection, once awarded, will only be made from such periods of time as may be available after all Members, regardless of seniority, have been awarded a primary leave period. This will be done on a first-come, first-served basis, and must be completed before the start of secondary leave selection. After secondary leave selection has begun, a Member will not be allowed to change, cancel or otherwise amend his/her primary leave period.

*Secondary leave periods.* Secondary leave periods will be selected and awarded in the same manner described above, beginning on Monday of the third week of January and completed by Friday of the third week of January. Secondary leave is defined as a single period or combination of periods, based on seniority. "Secondary Leave" shall be based on seniority as follows, beginning at ten (10) days or a combination of ten (10) leave days, increasing with seniority from six (6) to ten (10) years to eleven (11) days or combination of eleven (11) leave days, from years eleven (11) to fifteen (15) to eighteen (18) days or a combination of leave days, from years sixteen (16) and above to twenty-five (25) days or combination of days.

*Individual leave days.* Beginning after six (6) years of seniority, through ten (10) years of seniority, the Member will be eligible to choose an additional two (2) individual leave days. Beginning after ten (10) years to fifteen (15) years of seniority, the Member will be eligible to choose an additional one (1) individual leave day. Individual leave days will be requested forty-eight (48) hours in advance except in cases of emergency. They will be awarded on a "first-come, first-served" basis so long as no mandatory overtime is created.

D. A Member should schedule all leave days he/she wishes to receive during the annual leave selection period. Any leave not scheduled during the annual leave selection may be scheduled pursuant to the needs of the Department. Any leave request that falls outside of the annual scheduling period must be submitted to the Designee forty-eight (48) hours in advance, except in cases of emergency. If there is a conflict between requests for leave days, then they will be awarded based upon seniority. No

more than one (1) person per shift will be granted individual days off per shift, but as staffing allows, other Members will be offered individual days as well.

Members who have been awarded a leave on one (1) shift, and voluntarily bid onto another shift will be given the opportunity to carry over their leave to the new shift with the following limitations:

- Members will be awarded any open days that are available on their new shift.
- Members will not be given the opportunity to bid on any days that were not originally awarded to them.

If a date or dates become "open" due to a Member changing shifts or employment status, an individual who had previously selected that period as a leave on a "not guaranteed" basis meaning "Individual Days", shall be notified as soon as practicable that his/her leave selection has been upgraded to "guaranteed" status. If no Members have selected the now open date(s) as part of a leave period, the open date(s) shall be made eligible for bid as an individual leave selection, as outlined in this Article.

The number of Members allowed off for their primary, secondary and individual leave days shall be determined by the needs of the Department for sufficient street coverage and guaranteed that each Member can select all of their "Primary" and "Secondary" vacation time allowed.

If a Member voluntarily trades shifts with another Member, neither Member will be allowed to carry earlier-scheduled leave to the new shift.

A Member that is on probation during the annual leave selection period will be allowed to choose a secondary leave upon completion of his/her probationary period. The selection will not be allowed to decrease the street coverage of the Department, nor may the annual leave selection cause any more senior Member to have his/her leave reduced. Probationary employees who have earned leave in lieu of holidays in their first year of employment may carry forward unused credit into the subsequent calendar year.

Providing that the Member has the time available, the Member will be given the opportunity to request any open days for the remainder of the current annual leave period. "Open" means that the maximum number of personnel per shift has not been awarded annual leave on that day.

**Annual leave Selection for current Street Operations Members**

<b>Years of service</b>	<b>Annual leave Selection</b>
1 - 5	21 consecutive days (in seven-day blocks) 10 secondary days 0 individual days
6 - 10	21 consecutive days (in seven-day blocks) 11 secondary days 2 individual days
11 - 15	21 consecutive days (in seven-day blocks)

	18 secondary days 1 individual days
16 - higher	21 consecutive days (in seven-day blocks) 25 secondary days 0 individual days

**Annual leave Selection for Members hired after the approved date of the contract:**

<b>Years of service</b>	<b>Annual leave Selection</b>
0	0
1 – 4 years	14 consecutive days (in seven-day blocks) 7 secondary days
5-7 years	21 consecutive days (in seven-day blocks) 7 secondary days
8-10 years	21 consecutive days (in seven-day blocks) 11 secondary days
11-14 years	21 consecutive days (in seven-day blocks) 15 secondary days
15 +	21 consecutive days (in seven-day blocks) 17 secondary days

Senior Members may waive the right to select at these times with the understanding that if they select at a later date, they may not "bump" less senior Members who have already selected.

In-service training will not interfere with, nor cause a regularly scheduled leave to be canceled, unless mutually agreed upon between the employer and the Member.

If scheduled leave days above become available due to the resignation, termination or retirement of a Member, such leave days shall be posted for five (5) days

as available and awarded to the Members on a seniority basis. Provided the leave days of the Member taking or being granted the new leave days do not become available.

**Section 4. ANNUAL LEAVE AND HOLIDAYS FOR ANCILLARY MEMBERS**

A. Ancillary Members shall be granted the day off with appropriate pay for the following holidays:

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Ancillary Members shall also receive two (2) additional floating holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. An Ancillary Member is not paid for floating holidays upon termination of employment. Ancillary Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Ancillary Members hired between July 1 and October 31 will receive one (1) floating holiday their first calendar year of employment. Ancillary Members hired after November 1 will not receive any floating holidays their first calendar year of employment.

B. Annual leave with pay shall be granted to all full-time Ancillary Members and annual leave will accrue on a biweekly basis in accordance with the following schedule:

<b>Years of Service with Metro</b>	<b>Annual Accrual Rate</b>
0 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days

13 years	23 days
14 years	24 days
15 years	25 days

Selection of leave is to be done at least forty-eight (48) hours in advance. Selection is to be done via electronic mail and submitted to the Director of Designee. Leave will be awarded on a first come basis unless more than one (1) Member submits a request on the same day, then it will be based on seniority.

Ancillary Members may take annual leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved by the Director prior to use. Unless the Member has been refused approval for annual leave, the Director must approve any accumulation of annual leave beyond the year after that in which it is earned, which approval shall not be unreasonably withheld. Under no circumstances shall annual leave accumulate to exceed sixty (60) days.

Upon separation from employment, an Ancillary Member shall be paid for all accrued, unused annual leave, not to exceed forty (40) days. Such payment will be made in one (1) payment in the final paycheck of the Ancillary Member. Any former Ancillary Member compensated upon separation for accrued leave may not be re-employed by Metro Government in the same or another position until there has been a break in service equal to the amount of time of paid unused annual leave.

#### **Section 5. RETIREMENT PLAN**

Eligible Members shall participate in the Kentucky Retirement Systems Hazardous Duty Pension Plan as established by the Kentucky legislature. Ancillary Members shall participate in the County Employees Retirement Plan as established by the Kentucky legislature.

#### **Section 6. JURY DUTY AND WITNESS LEAVE**

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

#### **Section 7. MILITARY LEAVE**

(a) Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to a leave of absence from their respective duties, without loss of time, pay, regular leave, 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.

(b) Members must provide written notice of the schedule of training to their Operations Officer at least thirty (30) days in advance when training will conflict with the regular work schedule of the Member.

(c) Members shall be allowed time off to participate in regular training sessions held periodically throughout the year. If the training schedule includes regular workdays of the Member, written notice of such training must be submitted to the Operations Officer at least one (1) week in advance. For such periodic training, the Member will be allowed time off without pay unless the Member elects to use accrued annual leave or compensatory time.

#### **Section 8. RETURN FROM APPROVED LEAVE**

All Members returning from an approved leave of absence in excess of one hundred twenty (120) days shall be precepted for a reasonable period of time, not to exceed thirty (30) days. During this period, the preceptor shall update the Member on current policies and procedures, and evaluate his/her performance as an EMT, or Paramedic.

#### **Section 9. TUITION REIMBURSEMENT**

Metro Government agrees to extend Metro Government Tuition Reimbursement Plan to full time Members.

#### **Section 10. WORK ON HIGHER RATED JOBS**

In the event that a Member is directed by an Operations Officer's authority to work on a job with a higher rate of pay, then such Member shall receive the higher rate after the first hour of such assignment, and such higher rate shall be continued as long as the Member is so assigned. No Member will be left in a position with a higher rate of pay for more than ninety (90) days in a calendar year.

#### **Section 11. SICK LEAVE**

(a) Sick leave with pay shall be granted to all full-time Members at the rate of one (1) duty day for each full month of service. Full-time Members hired on or after the execution of this Agreement by the parties shall accrue .666 duty day for each month of service. Members shall receive credit toward sick leave accrual for designated holidays, annual leave, military leave and other paid, authorized leaves.

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

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

(d) No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit.

(e) To receive paid sick leave, a Member shall communicate with his immediate Operations Officer or designee a minimum of two (2) hours before, if possible, the time set for beginning work.

(f) Sick leave abuse shall be defined as using sick leave for other than the purpose intended, that is, when the Member is incapacitated and unable to perform the Member's duties because of sickness or injury, or in case of serious illness in the Member's immediate family. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including dismissal.

(g) *Sick Leave Incentive Plan.* Members will accrue one-half (1/2) duty day of sick incentive leave for each three (3) months without the use of any sick leave. An additional one (1) duty day of sick incentive leave will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) duty days of sick incentive leave per twelve (12) month period. Members may not accrue more than ten (10) duty days of sick incentive leave, nor will Members be paid for this accrual of sick incentive leave upon termination of employment.

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

## **Section 12. FUNERAL LEAVE**

A Member covered by this agreement shall be given up to three (3) regularly scheduled work days off with full pay (three twelve-hour shifts if applicable) in case of death in the Member's immediate family. The immediate family includes:

- (a) the Member's wife, husband, children, parents, brother, sister, grandparents, grandchildren, aunts, uncles and
- (b) the parents, grandparents, brothers and sisters of the Member's spouse and;
- (c) any other person in the Member's household.

To receive paid funeral leave, an Member shall communicate with his immediate Operations Officer or department head or their authorized representative at minimum two (2) hours before, if possible, the time set for beginning work. Upon request, proof of death shall be furnished.

## **Section 13. HEALTH**

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 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 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost

of health insurance shall decrease for non-union employees, the percentage contributions for Members shall decrease to the same level.

#### **Section 14. DEFENSE AND INDEMNIFICATION**

Metro Government shall provide each Member acting within the scope of his/her employment indemnification from all judgments and liabilities, and further Metro Government will appoint legal counsel for said Member to be paid by Metro Government with regard to any civil action pertaining to action within the scope of the Member's authority.

#### **Section 15. DEATH IN-LINE-OF-DUTY**

In the event a Member dies as a result of a service connected cause, Metro Government shall pay to the Member's designated beneficiary an amount, in addition to applicable pension benefits, equaling the difference between any Worker's Compensation income benefits and Social Security benefits due or received and the Member's annual salary in a lump sum payment. In addition, Metro Government shall pay to the designated beneficiary the sum of \$15,000.00 to defray the cost for funeral and burial expense or \$7,500.00 for funeral and burial expense and one (1) year of health insurance COBRA payments, at the option of the beneficiary.

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 an EMS employee as distinguished from the normal hazards to which general members of the public are exposed. The Member shall designate beneficiaries to Metro Government and such designations may be changed or amended at any time by the Member.

#### **Section 16. WORKERS' COMPENSATION, INJURY-IN-LINE-OF-DUTY AND MODIFIED DUTY**

A. *Workers Compensation* Metro Government shall provide workers' compensation coverage for all Members covered by this Agreement.

B. *In-Line-Of-Duty Injuries*

It is the intent of Metro Government to provide medical and hospital care for EMS personnel for in-line-of-duty injuries and certain service connected disabilities. Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty injuries and certain service connected disabilities sustained by EMS Members; 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.

"In-line-of-duties" injuries shall be construed to mean those injuries sustained by Members when in performance of their duties. Service connected disabilities shall include, but not be limited to, Acquired Immune Deficiency Syndrome, tuberculosis, or hepatitis contracted on the job.

Any EMS Member injured in-line-of duty or sustaining a service connected disability as herein defined shall be paid at the Member's regular hourly rate for the first seven (7) days he/she is required to miss work following the injury. If the Member is

unable to work on the eighth (8<sup>th</sup>) day, then workers compensation shall begin on the eighth (8<sup>th</sup>) day. The Member may elect to use accrued sick leave to supplement workers compensation benefits. 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.

Metro Government shall determine whether a compensable in-line-of-duty injury or service-connected disability has occurred pursuant to this section.

If a Member is injured in the line of duty, his/her bid slot, i.e., regularly scheduled shift assignment, shall remain intact for a period of twelve (12) months from the date of injury, or his/her return to work, whichever occurs first. Metro Government has the right to fill the Member's position after a six-month absence. When the Member's injury or disability is determined to be permanent, the Member shall, at the earliest time, apply for disability retirement, early retirement, normal retirement or, if applicable, accommodation under the Americans with Disabilities Act.

### C. *Modified Duty*

A Member recovering from an illness, recuperating from an injury or surgery, or who otherwise has been medically restricted so that the Member cannot perform the entire functions of his/her job on a temporary basis, may report for modified duty. Modified duty will be available for no more than three (3) months, based on seniority. Modified duty status permits a Member who is temporarily unable to return to full duty without restrictions, to return to duty with restrictions or limitations. A Member's physician shall certify to Metro Government in writing that the Member is able to return to work on modified duty status and outlining any and all restrictions placed on their return to work. Modified duty work will be assigned based on the limitations placed on the Member by the Member's doctor and the needs of the Department. During the period when a Member is assigned to modified duty, the Member's shift may be moved to serve the needs of the Department and available duties.

## **Section 17. UNIFORM ISSUE/REPLACEMENT POLICY**

A. Initial issue of uniform shall include the items listed below. Metro Government has the right to amend the initial issue as needed to comply with appropriate federal, state and local laws and OSHA regulations. Metro Government shall supply any changes in uniforms at its cost. Metro Government may substitute, as appropriate, new uniform items that are better than those listed. However, such substitution must be with the concurrence of the Union.

Initial issue of uniform shall include:

- 5 shirts (choice of long or short sleeve, or any combination thereof)
- 5 pair of trousers
- 1 approved - multiple seasonal outerwear
- 1 pair of boots
- 1 clarino belt
- 1 raincoat
- 5 T-Shirts- choice of crew neck or high neck

1 pull over

There are a number of accessory items such as watch cap, gloves and scarves that are approved for wear but are not provided by Metro Government. Only authorized accessory items may be worn. Safety items, such as fire helmets and eye protection, will be provided on each truck for use by Members.

At the completion of probation subject to available funds, Members shall be issued one (1) dress uniform consisting of one (1) shirt and one (1) pair of trousers and appropriate insignia. An initial issue of dress uniforms to current Members shall be made subject to available funding and after a decision is made on the design of EMS uniforms.

Ancillary personnel required to wear uniforms shall be provided an initial issue as determined by the Director.

B. Metro Government shall replace or repair any issued article ruined or destroyed. Operations Officers shall inspect uniforms and equipment, such as jump kits, on a routine basis. If the Member or the shift Operations Officer determines at any time that a uniform item or a piece of equipment is damaged or has become worn or unusable the shift Operations Officer or Member shall bring the damaged article to the storekeeper for replacement.

After the cost of replacing uniforms or equipment for a Member, initiated solely by the Member, exceeds one hundred and fifty (\$150.00) dollars in a fiscal year, the Member must submit a letter or explanation regarding how the damage occurred. The item to be replaced will be inspected by the individual designated by the Director and a determination made as to replacement or repair.

C. Progressive discipline will be issued for negligent loss or damage of uniform or jump kit items.

D. Members required to wear a uniform shall receive an annual clothing maintenance fee of three hundred and fifty (\$350.00) dollars per year, paid in a one-time payment the first pay period after September 1.

#### **Section 18. REIMBURSEMENT FOR PERSONAL AUTO USE**

Should a Member be required by an Operations Officer to use a personal vehicle to conduct Metro Government business, the Member shall be reimbursed mileage at the rate in effect for Metro Government at the time the mileage was incurred. Mileage is paid based on beginning and ending odometer readings. Metro Government business shall not include transportation to and from work. The Member shall submit the request for reimbursement to the EMS Business Office and the Business Office shall submit the request to the Finance Department within two (2) weeks.

#### **Section 19. JOB DUTIES AT OTHER FACILITIES**

The Director of EMS in arranging for the use of facilities not under the direct control of EMS, such as metro Government fire houses or police stations, or Fire Protection District buildings, shall ensure that such arrangements respect the Members' ability to have reasonable access to the facilities, ensures that the Members report to and are directed solely by EMS Operations Officers and ensures that EMS personnel are not

required to perform routine maintenance on fire equipment. The Director shall provide the Union with copies of any and all agreements entered into for such arrangements.

## **ARTICLE 25      PROMOTIONS**

Section 1. Promotional positions within the Department shall include the following:

Ancillary:	Storekeeper II
	Fleet Service Coordinator
Street Operations:	EMT II
	Paramedic II

Section 2. Metro Government will use reasonable efforts to promote from within EMS.

Section 3. The Department may, within six (6) months of the effective date of this Agreement, create an EMT-II job classification whose duties shall include scheduling and assisting other street operations personnel by 1) relaying manager's instructions as to the Members' work; 2) instructing Members as to the normal methods, protocols and equipment necessary for the Members' work; 3) advising managers as to the need for personnel/logistics changes by shift; and 4) recording information as directed by managers. Management shall determine the number of EMT-II positions necessary for the operation of the Department.

Section 4. The Department, with notification to the Union, will develop the components of the promotional process, to include but not limited to written examinations, clinical competency examinations, oral examinations, interviews or job simulations. EMS will determine the values to be assigned to the various qualifying elements comprising a total grade and administer any additional test components.

Section 5. The Department shall determine the number and duties of EMT-II and Paramedic-II positions.

## **ARTICLE 26      ENTIRE AGREEMENT**

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

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

express written authorization from Metro Government representative and the representatives of the Union.

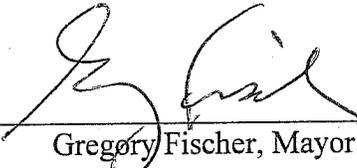
## ARTICLE 27 TERM OF AGREEMENT

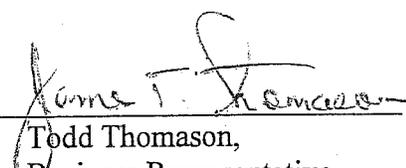
This Agreement shall become effective upon its execution by the parties. The duration of the Agreement shall extend from July 1, 2010 until June 30, 2015. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 8<sup>th</sup> day of May, 2012.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

TEAMSTERS LOCAL 783

By:   
Gregory Fischer, Mayor

By:   
Todd Thomason,  
Business Representative

DATE: 5/8/2012

DATE: 5/8/2012

APPROVED AS TO THE FORM:

  
MICHAEL O'CONNELL  
JEFFERSON COUNTY ATTORNEY

## APPENDIX A - DRUG TESTING

Section 1. The Director of EMS or his immediate staff consisting of individuals holding the rank of Assistant Director or above, shall have the authority to direct any member to submit to a drug test. If it is determined that a drug test is required, it shall be administered under the following conditions:

### Random Testing

- (a) Every member will be required as a condition of continued employment to submit to an unannounced random drug test. During a twelve-month period, no member will be required to submit to more than two (2) random drug tests.
- (b) Testing under this provision shall be conducted on a random basis, by lot, and this procedure will not be used in order to effectuate a test on any particular or individual member;

### Reasonable Suspicion

Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use whenever reasonable suspicion exists as to that member's use of prohibited drugs. 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, including:

- (a) Observable phenomena such as direct observation of drug use and/or the physical symptoms of being under the influence of a drug;
- (b) A pattern of abnormal conduct or erratic behavior;
- (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 trafficking;
- (d) Information provided either by reliable and credible sources or independently corroborated; or
- (e) Newly discovered evidence that the Member has tampered with a previous drug test.

### Individualized Suspicion

Reasonable suspicion that a member is illegally using a prohibited substance.

### Section 2. REASONABLE SUSPICION ESTABLISHED

If reasonable suspicion is established that a member is in violation of this policy, the Member shall be relieved of duty and he shall not be allowed to engage in any departmental activities. The suspension shall remain in effect until a final determination of policy compliance has been made.

All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets and offices, and any personally owned containers found therein, are subject to inspection. The person of any member is subject to search based upon reasonable suspicion that they are in possession of any controlled substance or other contraband.

### Section 3. NOTIFICATION FOR TESTING

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

A member selected for random testing is to be tested as soon as practicable, but no later than ten (10) days from the time of selection.

- (a.) The member will be notified by his Operations Officer of the time and place for drug testing on the day testing is to occur. No prior notice shall be given.
- (b.) Whenever possible, this test shall be given while the member is on duty. If a member is off duty and required to submit to random drug testing, they will be compensated for the time involved.

### Section 4. DRUG TESTING PROCEDURES

- (a.) When 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 medication taken by the member within thirty (30) days of the sample. A notation of this fact shall be retained and forwarded to every testing facility being utilized.
- (b.) The member may be required to submit to a pat down search.
- (c.) The member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection personnel will not be in direct observation of the act of urination, except as provided in (d) below.
- (d.) Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe 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 on his person or in his possession items/substances that could be used to adulterate the sample.
- (e.) 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. 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 point of collection to final disposition of specimen. Appropriate chain of custody requirements will be maintained, and every effort will be made to minimize the number of persons handling the specimen.
- (f.) At the time the urine sample is given the member may request that a split-sample be made. The split-sample will be retained by the testing laboratory. Upon request, the split-sample will be forwarded to an approved independent laboratory testing at the member's expense.
- (g.) 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.

### Section 5. TESTING METHODOLOGY

The urinalysis of a member who is required to submit thereto shall be performed by a testing laboratory, duly accredited by the United States Department of Health and

Human Services (HHS). The independent laboratory tests of the split-sample, if requested by the member shall also be performed by a testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS). All urinalysis shall be performed only by trained, qualified and certified lab technicians.

The initial test to be utilized for the drug screen shall be an immunoassay test. All specimens identified as positive on the initial test shall be confirmed by the GS/MS, Gas Chromatography and Mass Spectrometer.

The drug screening test shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates. A detectable concentration of any controlled substance shall be considered a positive test result.

Confirmation of any detectable concentration of any controlled substance shall be a positive result and the member shall be subject to appropriate administrative action.

Test results shall be provided to both the department and the member.

#### Section 6. 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 substance as defined in Chapter 218A of the Kentucky Revised Statutes, unless as prescribed by a licensed medical practitioner and shall be 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/her Operations Officer, or if off duty to an on duty Operations Officer, so that appropriate medical steps may be taken to ensure 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. Additionally, such refusal shall be considered as the equivalent of a "positive" test result.

#### Section 7. LABORATORIES

The Department and the Union agree to maintain a listing of mutually agreed upon laboratories to be utilized by the Department and by any Member covered by this Agreement, suitable for performing the testing procedures set forth in this Article. Any test results produced by a laboratory other than one designated on such list, shall be deemed invalid for use in any judicial or administrative proceedings, as a matter of law. The lab reports of any laboratory listed by the Department and Union, shall be deemed admissible evidence by either party, or any judicial or administrative proceeding involving the subject Member, and shall be deemed to create a rebuttable presumption as to the accuracy of the testing procedures, and results set forth therein if said results are certified by the tester to be a true and accurate copy of the results as maintained by the laboratory.

APPENDIX B

Metro EMS (U23) Street 7/1/2010 - 6/30/2011

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
EMT	13.26	13.71	14.19	14.69	15.20	16.27	16.84	17.44	18.05	18.68	19.34	20.01	22.28
Paramedic	16.05	16.52	17.19	17.80	18.42	19.72	20.42	21.14	21.89	22.65	23.47	24.28	27.29
	Start								Start	11 yr	13 yr	15 yr	17 yr
Paramedic II	Step 1								Step 1	Step 2	Step 3	Step 4	Step 5
	24.87								24.87	25.66	26.51	27.35	31.10

Metro EMS (U23) Street 7/1/2011 - 6/30/2012

EMTs & Paramedics Hired before CBA Execution Date - 2% Increase

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
EMT	13.53	13.98	14.47	14.98	15.50	16.60	17.18	17.79	18.41	19.05	19.73	20.41	22.73
Paramedic	16.37	16.95	17.53	18.16	18.79	20.11	20.83	21.56	22.33	23.10	23.94	24.77	27.84

Paramedic II 7/1/11 Salary Schedule Increase and 2% Increase

	Start	11 yr	13 yr	15 yr	17 yr
	Start	Step 1	Step 2	Step 3	Step 4
Paramedic II (7/1/11 Salary Schedule Increase Only)	25.39	26.15	26.97	27.78	31.60
Paramedic II (Including 7/1/11 2% Increase)	25.90	26.67	27.51	28.34	32.23

APPENDIX C

Metro EMS (U23) Street CBA Execution through 6/30/2012

EMTs & Paramedics Hired on or after CBA Execution by All Parties

	Start	3 yrs	6 yrs	9 yrs	12 yrs
	Step 1	Step 2	Step 3	Step 4	Step 5
EMT	13.53	14.03	14.53	15.03	15.53
Paramedic	16.37	16.87	17.37	17.87	18.37



LOUISVILLE, KENTUCKY  
EMERGENCY MEDICAL SERVICES

JERRY E. ABRAMSON  
MAYOR

RECEIVED

NOV 14 2006

JMAN RESOURCES

KIM M. ALLEN  
PUBLIC PROTECTION SECRETARY

NEAL J. RICHMOND, M.D.  
CHIEF EXECUTIVE OFFICER

Denny Norris  
President  
International Brotherhood of Teamsters, Local 783  
7711 Beulah Church Rd.  
Louisville, KY 40228-1738

November 7, 2006

Dear Denny,

Over the past several months, we've teamed up to develop a parity pay policy for Louisville Metro EMS employees with significant amounts of prior experience from other EMS agencies. As you know, the parity pay provision was included in the contract as a tool for the recruitment of personnel, especially paramedics.

After negotiating the terms of this policy with you and your membership, we came up with the following standards:

- The parity pay policy applies only to those LMEMS EMTs and paramedics hired *between February 14, 2005 and February 15, 2006.*
- Paramedics are to receive parity pay retroactive to February 14, 2005 or if hired after that date, retroactive to their date of hire.
- EMTs are to receive parity pay retroactive to July 17, 2005 or if hired after that date, retroactive to their date of hire.
- Only those personnel whose previous related work experience comes from a primary 911 emergency medical service will be eligible for parity pay.
- Credit for prior years of experience will be awarded to an employee based on run volume from the previous system for which that employee worked. For example:
  - If the previous service handled less than 10,000 runs annually, it would be classified as a "small" service and any prior experience would count towards the employee's pay on a 3-to-1 basis (three years with the small service is equal to one year at LMEMS).
  - If the previous service handled between 10,001 and 30,000 runs annually, it would be classified as a "medium" service and any prior experience

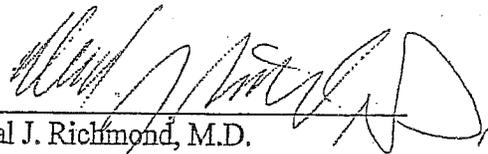
would count towards the employee's pay on a 2-to-1 basis (two years with the medium service is equal to one year at LMEMS).

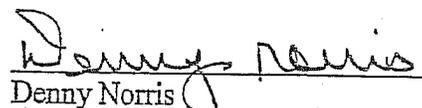
- o If the previous service handled more than 30,000 runs annually, it would be classified as a "large" service and any prior experience would count towards the employee's pay on a 1-to-1 basis.

While making this policy retroactive to February 14, 2005 for paramedics (before the contract was put into effect) is unique, we feel this policy was responsible for assisting us in filling some of the many vacancies that plagued this system in its infancy.

At this time, we ask that you commit your signature to this document so as to clearly indicate the Teamsters' assent to this policy and your agreement that it represents what we decided as a group in regards to this issue.

Agreed to this \_\_\_\_\_ day of November, 2006.

  
\_\_\_\_\_  
Neal J. Richmond, M.D.  
CEO  
Louisville Metro EMS

  
\_\_\_\_\_  
Denny Norris  
President  
International Brotherhood of  
Teamsters, Local 783

**Parity pay policy**

Lateral hire paramedics joining LMEMS after February 1, 2005 with previous pre-hospital paramedic work experience are eligible to receive consideration for advanced placement on the current pay grade schedule upon completion of their probationary period. (For all other matters, seniority will be based on the most recent hire date with LMEMS as defined in Article 9 of the Collective Bargaining Agreement.)

To be eligible for consideration, a paramedic's previous experience must come from working for a primary 911 emergency medical service. Additionally, he/she must submit a request, in writing, to the EMS Payroll office, outlining his/her previous paramedic experience and including names and contact information for references who can verify the paramedic's previous years of service. Previous experience will not be considered under any circumstances if the paramedic's license has ever been suspended or revoked, or if the paramedic in question has not worked as a paramedic within the previous 12 month period.

The amount of previous experience accepted by LMEMS will be dependent on the size of the service for which the applicant paramedic previously worked:

**Small service (1 to 10,000 runs annually)**

Eligible paramedics will receive one year of credit for every three years worked in a small service.

**Medium service (10,001 to 30,000 runs annually)**

Eligible paramedics will receive one year of credit for every two years worked in a medium service.

**Large service (30,001 runs or more annually)**

Eligible paramedics will receive credit on a year-to-year basis.

All final decisions on whether an eligible paramedic will receive pay for previous work experience are ultimately left to the discretion of the EMS director/CEO. Parity pay will be received only upon final approval by LMEMS. This policy takes effect immediately.

APPENDIX D (Page 4 of 4)

CEO for LMEMS, Dr. Neal Richmond, has made the following decision for Parity Pay for Paramedic and EMT employees hired between February 14, 2005 and February 15, 2006.

Service time will be credited for any Paramedic or EMT hired between the above listed dates for prior experience at another primary EMS service provider. The ratio for time credited for experience will be rated at a 3 to 1 ratio.

Credit for experience at the Primary service provider for any small rural county service will be given for every 3 months worked, 1 month of credit for service time will be given.

Credit for experience at the Primary service provider for any large service will be given at a 1 to 1 ration for every month worked.

The Primary Service Provider are ranked as follows:

Less than 10,000 Run Volume per year =	3 to 1 credit
10,000 to 30,000 Run Volume per year =	2 to 1 credit
Over 30,000 Run Volume per year =	1 to 1 credit

### LETTER AGREEMENT

The following Letter Agreement is adopted as part of the Collective Bargaining Agreement between Louisville/Jefferson County Metro Government, (Metro Government) and Teamsters Local Union 783, an affiliate of the International Brotherhood of Teamsters of America (hereinafter the "Union"), being the same Collective Bargaining Agreement between Metro Government and the Union concerning the Louisville Metro Emergency Medical Services beginning July 17, 2005 and ending June 30, 2010. Said Letter Agreement is incorporated within the EMS Contract as though fully set forth therein.

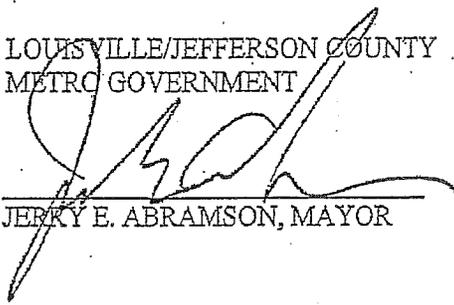
Section 1. Effective on and retroactive to January 1, 2006, pursuant to Article 18, Preceptor, of the Collective Bargaining Agreement, a Paramedic may be assigned to a permanent role as a preceptor, called a Paramedic-Field Training Officer, with a rank of Lieutenant. Once a Paramedic becomes a Paramedic-Field Training Officer, he/she will receive an additional two dollars (\$2.00) an hour in compensation for each hour worked, including any mandatory or voluntary overtime.

Effective March 1, 2006, an Emergency Medical Technician may be assigned to the permanent role as a preceptor, called an Emergency Medical Technician Sergeant. Once an Emergency Medical Technician becomes a Sergeant, he/she will receive an additional one dollar (\$1.00) an hour in compensation for each hour worked, including any mandatory or voluntary overtime. For each hour a Sergeant acts as a preceptor to a new employee, he/she will receive another one dollar (\$1.00) an hour in compensation, for a total of two additional dollars (\$2.00) for every hour worked, including mandatory or voluntary overtime.

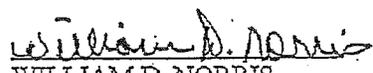
Section 2. Section 18 of the Collective Bargaining Agreement, Uniform Issue/Replacement Policy, is hereby amended by the deletion of "5 wicking T-shirts" and the addition of "5 cotton t-shirts selected from a group of t-shirts to be approved by management and 1 duty shirt."

IN WITNESS WHEREOF, the parties have affixed their signatures this 24<sup>th</sup> day of February, 2006.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

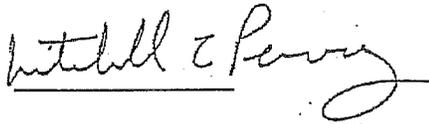
  
JERKY E. ABRAMSON, MAYOR

TEAMSTERS LOCAL 783

  
WILLIAM D. NORRIS  
BUSINESS REPRESENTATIVE

Approved as to form  
Irv Maze Jefferson County Attorney

By



## LETTER AGREEMENT

**THIS LETTER AGREEMENT** is to be attached to the Collective Bargaining Agreement by and between Louisville/Jefferson County Metro Government (hereinafter referred to as "Metro Government") and Teamsters Local Union No. 783/LMEMS, an Affiliate of the International Brotherhood of Teamsters (hereinafter referred to as "Teamsters"), being the same collective bargaining agreement with an effective date of 5/8/2012, and expiring June 30, 2015.

**WHEREAS**, Metro Government and Teamsters have reached an agreement concerning the salary for the incumbent Storekeeper II.

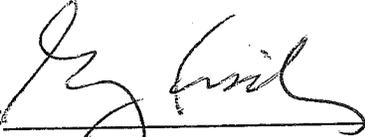
**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN METRO GOVERNMENT AND TEAMSTERS AS FOLLOWS:**

1. On July 1, 2012, following the 1% annual percentage increase, the rate of pay of the incumbent Storekeeper II as of the effective date of this Agreement will be \$21.00 per hour. This rate will remain in effect so long as the employee remains in the position of Storekeeper II, and he/she will continue to be eligible to receive all subsequent annual percentage increases starting with the fiscal year beginning July 1, 2013 through the term of the CBA.

**IN WITNESS WHEREOF**, the parties have affixed their signatures this 8<sup>th</sup> day of

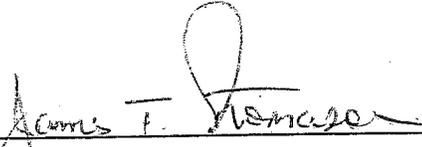
May, 2012.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

By:   
Greg Fischer, Mayor

Date: \_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 783  
EMERGENCY MEDICAL SERVICES  
UNIT

By:   
Todd Thomason  
Business Representative

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MICHAEL O'CONNELL  
JEFFERSON COUNTY ATTORNEY

By:   
\_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

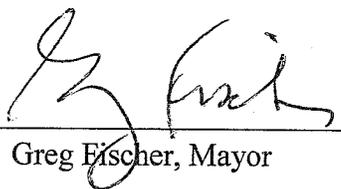
WHEREAS, Louisville/Jefferson County Metro Government (hereinafter referred to as "Metro Government") and the Teamsters Local Union 783, Affiliated with the International Brotherhood of Teamsters of America representing Emergency Medical Services Unit (hereinafter referred to as "Teamsters Local 783/LMEMS) wish to eliminate any disputes under the previous collective bargaining agreement concerning the language of Article 13, Section 3 – Work Day and Work Week, which provided as follows: **“A Member who works part of a week and takes a paid leave, except sick leave, is to be compensated at a rate of one and one-half times his/her regular rate for all paid hours.”**

Teamsters Local 783/LMEMS (and all employees it represents) agree to withdraw all grievances (if any have been filed or are pending) concerning Article 13 – Work Day and Work Week, Section 3, in the Teamsters Local 783 Emergency Medical Services contract that expired on 6/30/2010, as extended. Teamsters Local 783/LMEMS (and all employees it represents) agree that there is no basis for any future grievances concerning the language in Article 13- Work Day and Work Week, Section 3, in the Teamsters Local 783 Emergency Medical Services contract signed by the parties that expired on 6/30/2010, as extended.

IN WITNESS WHEREOF, the parties have affixed their signatures this 8<sup>th</sup> day of

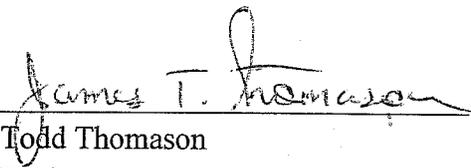
May, 2012.

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

By:   
Greg Fischer, Mayor

Date: 5/8/2012

**TEAMSTERS LOCAL UNION NO. 783  
EMERGENCY MEDICAL SERVICES  
UNIT**

By:   
Todd Thomason  
Business Representative

Date: 5/8/2012

APPROVED AS TO FORM:

MICHAEL O'CONNELL  
JEFFERSON COUNTY ATTORNEY

By: 