

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

TEAMSTERS LOCAL UNION NO. 783

LOUISVILLE EMA/METROSAFE

EFFECTIVE DATE: 3/13/08

EXPIRATION DATE: JUNE 30, 2010

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## PREAMBLE

This Agreement made and entered into this 13<sup>th</sup> day of March, 2008 by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as the "Metro Government," and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

## ARTICLE 1 - SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of EMA/MetroSafe 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 EMA/MetroSafe represented by Teamsters Local 783 pursuant to Metro Government Ordinances.

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

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

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

## ARTICLE 2 - INTENT OF THE PARTIES

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

MetroSafe, take disciplinary action for just cause, lay off its Members because of lack of work or lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

### ARTICLE 3 - SUBORDINATION

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

### ARTICLE 4 - UNION SECURITY

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

Section 2 The check-off of regular Union membership dues and any initiation fees for new members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their union membership must notify the Metro Government and Union expressly and individually, in writing by certified mail. The fair share fee may be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members.

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

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of Union by the fifteenth (15<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 the Metro Government of the cost of representation by the Union and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

Section 6 The Union has developed a political organization known as Democratic, Republican, Independent Voter Education (D.R.I.V.E.). Metro Government will deduct such amount as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such sum shall be deducted each payroll in an amount as indicated by the Member.. Such deduction shall be forwarded to the Union within thirty (30) days after the deduction is made. If a Member at any time contends that the Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, the Teamsters Local 783 will defend and protect the Metro Government against expenses, repayment or losses, Liability or damage on account of such contention suffered in any suit or other legal or administrative proceedings.

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

## ARTICLE 5 - UNION BUSINESS

### Section 1. Contract Negotiations

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

### Section 2. Union Access

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

In addition, the Metro Government agrees the Union may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The

electronic mail must be authored by a Union representative and copies of any material so electronically mailed shall likewise be furnished to the Directors prior to distribution.

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

Section 3. Notice of new hires.

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

## ARTICLE 6 - STEWARDS

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

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

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

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

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

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

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

## ARTICLE 7 - NO STRIKES OR LOCKOUTS; PICKET LINES

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

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

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

## ARTICLE 8 - SENIORITY AND LOSS THEREOF

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of Members shall begin with the most recent date of employment with EMA/MetroSafe, provided however, all probationary Members must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with EMA/MetroSafe. Notwithstanding anything herein to the contrary, the seniority of Members on the effective day of this Agreement shall be the seniority agreed upon by Metro Government upon merger of the City of Louisville and Jefferson County for these Members.

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

- (a) Discharged for cause.
- (b) Voluntarily resigns.

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

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

Section 3. A Member who transfers to a position in a different division within the department shall retain his/her seniority for ten (10) days. If the Member returns within the ten (10) days, the Member shall have no loss of seniority. If the Member does not return to the previous division within ten (10) days, his/her seniority will be reset to zero within the new division for vacation, job bids, breaks and shift selections.

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

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

## **ARTICLE 9 - LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of employees in that will affect Members, the Union shall be notified as soon as practical.

Section 2. Seasonal, temporary, probationary and part-time employees within EMA/MetroSafe shall be laid off first.

Section 3. Layoffs of Members within each job classification as set out in this Agreement shall be in the reverse order of seniority as defined in Article 8 of this Agreement. A Member whose job is being reduced shall take the place of the least senior employee in the same job classification within EMA/MetroSafe, provided such Members retained are capable of doing the work remaining.

- a. Should there be no junior Member in the same job classification, a displaced Member shall take the place of the least senior Member in the same wage classification, provided such Members retained are capable of doing the work remaining.
- b. Should there be no junior Member in the same wage classification, a displaced Member shall take the place of the least senior Member in the next lowest wage classification, provided such Members retained are capable of doing the work remaining.

- c. Should there be no junior Member in the next lowest wage classification, a displaced Member shall take the place of the least senior Member in EMA/MetroSafe.
- d. It being understood that no Member may replace an Member more senior than themselves, and further understood that an Member who is replacing the less senior Member must be capable of performing the work of the less senior Member with minimum supervision or training.
- e. When Members are to be recalled, it shall be in the reverse order of job classification reduction or layoff, i.e., the first to be recalled shall be those last laid off or reduced within EMA/MetroSafe, provided such Members are capable of doing the work available.
- f. Any Member on layoff shall be given priority for rehire on any job in EMA/MetroSafe in which the Member was laid off for such job in which the Member meets minimum qualifications at the time of the offer of rehire. Unless accepted the offer of rehire terminates after five (5) days from the notice of rehire by Metro Government.

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

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

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

#### **ARTICLE 10 - PERSONNEL FILES**

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

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

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

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

## ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. Provided, however, in cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. MetroSafe will maintain a written record of such counseling. Counseling is not discipline.

Any disciplinary action taken for minor infractions shall be progressive and will include:

- (a) written warning
- (b) written reprimand
- (c) suspension
- (d) discharge

Section 2. Disciplinary action shall be effective for a period of six (6) months from the date of documentation of issuance. Written notice of suspension or discharge, setting forth cause shall be given the Member with a copy to the Steward and the Union office. Progressive action will only be advanced when the incident is of a like nature.

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

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

Section 5. (a) When a Member is recommended for suspension because of progressive action, the Member shall remain on the payroll until a final decision of the Director to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure at the next level.

(b) Any Member terminated because of progressive discipline shall be suspended with pay until a review by the Director of Human Resources has been held. In this event the Member must file a grievance within five (5) working days of termination. Thereafter the Director or designee shall have seven (7) working days to hold a review of the termination unless agreed otherwise by mutual consent. The Union Steward and/or the bargaining agent shall be present at the review. The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within five (5) days. If the termination is affirmed, the Member shall be suspended without pay until the grievance has been finally determined.

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

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

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

## ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. Each Member or the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and pursuing his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

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

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

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

### Section 4.

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

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

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

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

hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth finding of fact and conclusion.

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

## **ARTICLE 13 - CERTAIN BENEFITS**

### **Section 1. Life Insurance**

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

### **Section 2. Annual Leave**

(a) During the time period of November 15 through December 15 of each contract year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. Members will be allowed to pick, by seniority, their primary annual leave period for the coming year. Primary annual leave periods shall not exceed twenty-two (22) consecutive calendar days. Members will be notified within fourteen (14) days of their approved annual leave selection. Senior Members may waive their right to select to a later date, however, they may not displace, or bump less senior Members who have already selected and been awarded their vacations.

(b) Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of MetroSafe, commencing on December 15 and ending on December 30 of each calendar year. A secondary annual leave selection may not exceed fourteen (14) consecutive calendar days.

(c) After the procedure set forth above, annual leave periods of less than five (5) days shall be scheduled as follows. Members requesting annual leave periods of less than five (5) days may do so without regard to seniority, which request may be granted based upon the scheduling needs of MetroSafe. Such five (5) day or less leave requests shall be approved or disapproved within twenty-four (24) hours from the time of the request. If the request is immediately prior to or immediately following a holiday, the request shall be limited to one holiday selection per pay period.

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

Full Years of Service	Annual Accrual Rate
0 year	2 calendar weeks
1 year	4 calendar weeks + 1/5 <sup>th</sup> of calendar week
2 years	4 calendar weeks + 2/5 <sup>th</sup> of calendar week
3 years	4 calendar weeks + 3/5 <sup>th</sup> of calendar week
4 years	4 calendar weeks + 4/5 <sup>th</sup> of calendar week
5 years	5 calendar weeks
6 years	5 calendar weeks + 1/5 <sup>th</sup> of calendar week
7 years	5 calendar weeks + 2/5 <sup>th</sup> of calendar week
8 years	5 calendar weeks + 3/5 <sup>th</sup> of calendar week
9 years	5 calendar weeks + 4/5 <sup>th</sup> of calendar week
10 years	6 calendar weeks
11 years	6 calendar weeks + 1/5 <sup>th</sup> of calendar week
12 years	6 calendar weeks + 2/5 <sup>th</sup> of calendar week
13 years	6 calendar weeks + 3/5 <sup>th</sup> of calendar week
14 years	6 calendar weeks + 4/5 <sup>th</sup> of calendar week
15 years	7 calendar weeks

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

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

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

(h) All annual leave shall be computed as time worked.

### **Section 3. Retirement Plan**

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

### **Section 4. Unemployment Insurance**

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

### **Section 5. Jury Duty and Witness Leave**

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

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

### **Section 6. Military Leave**

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

### **Section 7. Tuition Reimbursement**

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

### **Section 8. Equal Pay and Work On Higher Rated Jobs**

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

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

### **Section 9. Sick Leave**

(a) Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. No Member shall receive credit toward sick leave

accrual for time not expended in employment, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall be computed as "time worked."

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

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

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

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

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

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

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

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

(j) ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit

with the Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees.

**Section 10. Funeral Leave**

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

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

**Section 11. Health Insurance**

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

**Section 12. Long-Term Disability**

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

**Section 13. Pretax Premium and/or Dependant Care Account**

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

**Section 14. Call Out Pay**

All hours worked on a call out which occurs at a time outside of an Member's regularly scheduled hours of work shall be paid for at one and one half (1 1/2) times the Member's regular hourly rate (which shall include shift premium if any). The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four hours minimum period. Overtime in conjunction with the normal

shift, when scheduled in advance, or which extends the normal shift shall not be considered call-out.

**Section 15. Personal Day**

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

**Section 16. Defense and Indemnification**

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

**ARTICLE 14 - PROBATIONARY EMPLOYEES**

Section 1. All newly hired employees (and former employees rehired) shall be considered as probationary employees in the work classification for which they are hired and to which they are assigned. The probationary period for those positions under the jurisdiction of the Louisville Metro Civil Service Board shall be as determined by the Civil Service Board. Otherwise, the probationary period for new employees shall be six months. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, lay off or discharge said employee as it deems necessary. Such transfer, lay off or discharge shall not be subject to the grievance procedures as set forth in this contract, provided however, that Metro Government may not discharge or discipline for the purpose of evading this Agreement or of interfering, restraining, coercing or discriminating against employees.

Section 2. The "promotional probationary period" for those positions under the jurisdiction of the Civil Service Board applies to a Member who is promoted or reclassified, which reclassification or rights and remedies are set forth in the Rules and Regulations of the Civil Service Board. Provided, however, the "Civil Service probationary period" does not suspend any right of the Member to pursue a grievance under this Agreement. Members during their promotional probationary periods may elect an annual leave, based upon the scheduling needs of MetroSafe, when they successfully complete training.

**ARTICLE 15 - JOB VACANCY - PROMOTION**

Section 1. Metro Government will use reasonable efforts to promote from within MetroSafe.

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

Section 3 Whenever a promotional appointment within MetroSafe is to be made, the Civil Service Director, as soon as possible, shall certify to the appointing authority the names of the three (3) highest ranks on the appropriate promotional eligibility list. In making classifications for multiple appointments in the same classification, the number of names to be certified to the appointing authority shall be two (2) more than the actual number of appointments to be made. All eligibility lists will be opened for inspection at the Civil Service Board during normal working hours. Competitors will be informed in writing as to their rating attained and ranking on the eligibility list by the Civil Service Board.

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

#### ARTICLE 16 - COMPENSATION AND LONGEVITY

Section 1. A Member shall be placed on the on the pay scale below based upon the Member's length of service with Metro Government or its predecessor governments. This pay scale shall be effective retroactively to July 1, 2006.

<u>JOBCODE</u>	<u>JOB NAME</u>	Step 1 (0-1)	Step 2 (1-3)	Step 3 (3-6)	Step 4 (6+ Yrs.)
	Commun Spec I	16.90	17.38	17.89	18.53
	Commun Spec II	19.15	19.73	20.26	20.97
	Info Process Tech	12.78	13.39	13.91	14.57
	Communication Tech I	11.84	12.41	13.04	13.68

The following pay scale shall be effective retroactively to July 1, 2007.

<u>JOBCODE</u>	<u>JOB NAME</u>	Step 1 (0-1)	Step 2 (1-3)	Step 3 (3-6)	Step 4 (6+ Yrs.)
	Commun Spec I	17.54	18.04	18.57	19.23
	Commun Spec II	19.88	20.48	21.04	21.77
	Info Process Tech	13.27	13.90	14.45	15.12
	Communication Tech I	12.29	12.88	13.54	14.20
	Management Assistant I	12.71	13.51	14.29	15.01
	Management Assistant II	14.17	14.89	15.56	16.37

The base hourly rate above for Members for Fiscal Year beginning July 1, 2008 and ending on June 30, 2009 and for each subsequent fiscal year covered by this Agreement, shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as indicated in

Metro Government's Annual Budget Document and as confirmed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year or 2% whichever is more. Provided however, the occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government-recognized tax increment financing (TIF) district.

Section 2. Members who have at least seven full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND ONE HUNDRED AND THREE (\$1,103.00) DOLLARS. Members who have at least ten full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND THREE HUNDRED AND SIXTY THREE (\$1,363.00) DOLLARS. Longevity pay will be payable in bi-weekly installments. Members accreted into this unit by Letter Agreement dated December 31, 2007 and who have at least seven full years of service with Metro Government or its predecessor governments shall receive the applicable annual longevity pay in bi-weekly installments beginning the first pay period of January 2008. Thereafter, the Members will become eligible for the longevity as they reach their individual anniversary dates.

Section 3. Instruction Pay. Any Member shall receive \$1.15 per hour addition pay for performing instruction/training of recently hired bargaining unit employees, i.e. instruction/training in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective employees' jobs. MetroSafe shall have the exclusive right to determine the eligibility for and the number of hours per shift or work week that such an "instructor" shall receive "instructional" pay

## ARTICLE 17 - TRAINING

Section 1. Training mandated by City, State, or Federal laws or required as a condition of continued employment shall be provided by Metro Government at no cost to the Member. Time spent on such training beyond forty (40) hours per week of the Member's regular work schedule shall be paid at the rate of time and one half (1 1/2).

Section 2. Required training will be offered to Members on a seniority basis based upon the needs of MetroSafe; provided, the Member has completed any preliminary training requirements, if any, and is eligible.

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

## **ARTICLE 18 - RULES AND REGULATIONS**

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

## **ARTICLE 19 - WORK DAY AND WORK WEEK**

Section 1. Members shall have a regular starting time with permanent shifts and scheduled off days. The number of hours worked shall not exceed sixteen (16) hours with at least eight (8) hours between shifts within a twenty-four (24) hour period.

Section 2. The work week shall consist of a guaranteed forty (40) hours of work per week, if ready, willing and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement to work the forty (40) hours per week guaranteed by Metro Government.

Section 3. Members shall be entitled to a thirty (30) minute paid meal break and two 10-minute paid breaks per workday for each eight (8) hours worked.

## **ARTICLE 20 - OVERTIME PAY AND DISTRIBUTION OF OVERTIME**

Section 1. All overtime is deemed mandatory in nature. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked on a sixth day as such. Two (2) times the regular hourly rate shall be paid for all hours worked on the seventh consecutive day in any one work week, as such. However, overtime premium pay shall not be pyramided.

Section 2 Scheduled overtime is overtime to fill a regularly scheduled position for which MetroSafe has at least seventy-two (72) hours notice of overtime needed. Overtime in the first instance will be offered among qualified Members on the affected shift. If such Members refuse the work, overtime will be offered among qualified Members on a combined seniority roster. The posting should be available for at least one full 24-hour period to ensure all shifts have the opportunity to sign up for the overtime. The posting will remain available for up to seven (7) days if MetroSafe has at least seven (7) days notice of the overtime need. The Member awarded overtime will be advised as soon as possible by the supervisor securing the overtime, but in no event less than seventy-two (72) hours prior to the start of the overtime shift. A Member requesting to cancel the award of scheduled overtime is required to do so within seventy-two (72) hours of the award; failure to do so will result in not being granted scheduled overtime for a thirty (30) day period, although the Member will still be required to work mandatory overtime during that period if applicable.

Nonscheduled overtime is overtime for which there is less than seventy-two (72) hours notice of the overtime needed. The nonscheduled overtime shall be offered first to the Members on the affected shift by seniority, who are away from work on a scheduled

day off and then next among qualified Members on the shift presently performing the work. Members are ineligible if they are on annual leave.

If the overtime is not secured with a volunteer, the Member with the oldest force date on that shift presently working will be required to work. If more than one person is needed, then the Member with the next oldest force date on that shift presently working will be required to work and so on until the necessary number of Members is secured to work. Members on the effected shift may agree to report to work for the first half of the shift, the last half of the shift or for the entire shift. Volunteering for an entire shift will receive credit for a "force" The force list will remain the same as it is now, with a Member going to the bottom of the list after having been forced to work an overtime assignment or after having volunteered to work an 8-hour overtime assignment.

Upon returning from off days or vacation days, a Member cannot bump other Members who have signed up for overtime. Except for Communication Tech I, no off day force shall take place.

#### **ARTICLE 21 - MAINTENANCE OF STANDARDS**

Metro Government agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### **ARTICLE 22 - ERODING THE BARGAINING UNIT**

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

#### **ARTICLE 23 - ENTIRE AGREEMENT**

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

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

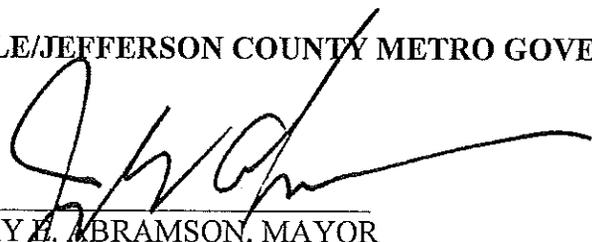
**ARTICLE 24 - TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from date of approval by the Metro Council through June 30, 2010. The parties agree to commence bargaining on a subsequent Agreement no later than 90 days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 13<sup>th</sup> day of March 2008.

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

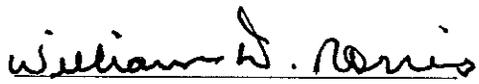
By:

  
JERRY E. BRAMSON, MAYOR

Date: 3-13-08

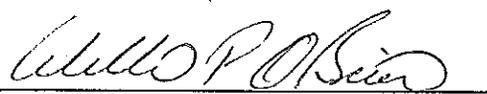
**TEAMSTERS LOCAL UNION NO. 783**

By:

  
WILLIAM D. NORRIS  
BUSINESS REPRESENTATIVE

Date: 2-11-08

**APPROVED AS TO FORM:**

  
Irv Maze, Jefferson County Attorney