

ORDINANCE NO. 136, SERIES 2014

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 28, 2014 THROUGH JUNE 30, 2017) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 CONCERNING REPRESENTED EMPLOYEES IN LOUISVILLE METRO TECHNOLOGY DEPARTMENT.

SPONSORED BY: Council Member Tandy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the American Federation Of State, County and Municipal Employees AFL-CIO (hereinafter AFSCME) Local 2629 representing bargaining unit employees in Louisville Metro Technology.

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

**Section I.** The Collective Bargaining Agreement (July 28, 2014 through June 30, 2017) reached between Louisville/Jefferson County Metro Government and AFSCME Local 2629 for and on behalf of bargaining unit employees within Louisville Metro Technology Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

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

  
H. Stephen Ott  
Metro Council Clerk

  
Jim King  
President of the Council

  
Greg Fischer  
Mayor

  
9/4/14  
Approval Date

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

BY: 



**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**TO**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO, LOCAL**

**LOUISVILLE METRO TECHNOLOGY**

**EFFECTIVE DATE: 7/28/2014**

**EXPIRATION DATE: JUNE 30, 2017**

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## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 28<sup>th</sup> day of July, 2014, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (hereinafter referred to as "AFSCME").

## **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 employees of the Louisville Metro Technology Services (hereinafter "IT") for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" means non-probationary, non-supervisory, regular employees of IT for whom AFSCME was recognized as bargaining representative. Nothing contained herein is intended to limit the rights of Members or intended to limit the right of Metro Government as provided by law.

## **ARTICLE 2. MANAGERIAL RIGHTS**

Section 1. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable Federal or state laws, the exclusive rights of the Metro Government include, but are not limited to, the right to:

- a. determine the mission of its constituent departments, divisions, commission, and boards;
- b. set standards of service;
- c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions
- d. direct its employees
- e. take disciplinary action;
- f. maintain the efficiency of governmental operations;
- g. determine the methods, means, schedules and personnel by which operations are to be conducted;
- h. determine the content of job classifications;
- i. take all necessary actions to carry out its mission in emergencies;
- j. exercise complete control and discretion over its organization and the technology of performing its work

Section 2. It is expressly intended that the duties, responsibilities and functions of the Metro Government in the operation of IT shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

Section 3. Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members.

### **ARTICLE 3. SUBORDINATION**

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted.

Section 2. Nothing herein shall be construed to prohibit the IT Director or Human Resources Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement.

Section 3. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

### **ARTICLE 4. UNION SECURITY**

Section 1. Membership in AFSCME is not compulsory. Members have the right to join or not join and neither AFSCME nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. All Members in the bargaining unit who choose not to join AFSCME, however, shall be required to pay their fair share of the cost of representation by AFSCME, the amount of which shall be determined by AFSCME. AFSCME shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction. AFSCME shall notify Metro Government of the cost of representation by AFSCME and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 2. The check-off of regular AFSCME 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. Membership shall continue from calendar year to calendar year unless Member notifies Metro Government and AFSCME expressly and individually, in writing, by certified mail that such dues are not to be deducted. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is to be cancelled. A fair share fee may be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share

deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

Section 3. AFSCME dues and fair share fees shall be deducted bi-weekly, in equal installments, in an amount certified by AFSCME. All AFSCME deducted dues and fees, including fair share fees, shall be shown on the Members' paycheck stubs.

Section 4. AFSCME membership dues and fair share fees shall be transmitted to AFSCME by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made. Metro Government will provide AFSCME with a list of employees from whom the deductions are taken with each remittance to AFSCME.

Section 5. AFSCME 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. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of AFSCME a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

AFSCME International  
P.E.O.P.L.E. Department  
1625 L Street, N.W.  
Washington, D.C. 20036

AFSCME agrees to indemnify, hold harmless and defend Metro Government from any actions, claims or damages asserted against it arising out of the enforcement of this Article.

Any authorization must be delivered to the Payroll Department in at least ten (10) working days before the payday on which it is to be effective.

Section 7. Metro Government and AFSCME shall share equally the cost of printing this Agreement.

Section 8. Return to the Bargaining Unit

If a Member moves to a position outside of the bargaining unit, he/she may voluntarily return to his/her former classification within the bargaining unit during the first twelve (12) months of such move. In order for a Member to return to his/her former job classification, a vacancy must exist in that classification. No bumping of subsequently appointed personnel shall occur.

Section 9. Posting of AFSCME Positions

When a new or vacant position covered by the AFSCME union is posted through the Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME union position.

**ARTICLE 5. UNION BUSINESS AND UNION STEWARDS**

Section 1. Contract Negotiations

AFSCME may select up to three (3) Members with not more than one (1) from any division to represent AFSCME in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The names of such representatives of AFSCME shall be submitted to IT Director or designee.

Section 2. Stewards

AFSCME shall designate up to four (4) stewards, for the Members covered by this Agreement. Not more than one (1) steward from any division shall be absent from his/her workstation at a time to conduct Union business. The duties of the stewards shall be limited to:

- (a) investigating and/or presenting grievances;
- (b) communicating information from AFSCME to its Members in writing or, if not in writing, information of a routine nature which will not interfere with IT business.

Should it become necessary for a steward to leave his work station during normal working hours for any purpose set herein, the steward shall notify his supervisor. The supervisor shall make reasonable effort to allow the steward to leave his/her workstation unless, a bona fide emergency exists, or significant operational requirements exist which would greatly impact the ability of IT to provide critical services 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/her work station for any of the aforesaid purposes. The steward shall notify the supervisor upon return to normal work activities. The Department will allow time off with pay up to two hundred (200) hours per calendar year for Union business collectively by all stewards as outlined above, with the exception of contract negotiations. Any hours worked on Union business by the stewards in excess of two hundred (200) hours within a calendar year shall be considered an approved unpaid leave.

- (c) administration of the Agreement;
- (d) Union representation of a Member when requested at any disciplinary or fact-finding investigation or meetings.

Section 3. Union Access

(A) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards upon which AFSCME may post notice of meetings, announcements, or information of interest to its Members. AFSCME further agrees that it will not post any material which would be derogatory to any individual, Metro Government, IT, 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 AFSCME. All notices of AFSCME will consist of items in good grammar and taste and shall be signed by an AFSCME representative. Copies of any material so posted shall be furnished to the IT Director or designee. Any material which Metro Government determines to be in violation of this Agreement may be removed by Metro Government and AFSCME will be so informed. In

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

(B) Access to work locations. With reasonable notice to the IT Director or designee and with the approval of the IT Director or his designee, a representative of AFSCME shall be allowed access to work locations not accessible to the general public, provided such work location is not considered to be of a sensitive nature for which security clearance is required.

(C) Solicitation of membership and activities concerned with the internal management of AFSCME, such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours except during designated lunch and break times in designated break areas.

#### Section 4. Union insignia

Members shall be allowed to wear reasonably sized pins or buttons and collared shirts in good condition reflecting membership in AFSCME, provided, however, Members shall be required to have said pins, buttons and apparel approved by the Director or his/her designee prior to wearing. Such approval shall not be unreasonably withheld.

#### Section 5. Notice of new hires

IT shall notify AFSCME within a reasonable period of any new employee added to the payroll in a position covered by this Agreement.

#### Section 6. Notice of policy changes

IT shall give prior notice to AFSCME in writing of any IT policy changes affecting Members. Such notification shall be made ten (10) work days prior to the implementation of the change.

#### Section 7. Union Orientation

The Union will be allowed fifteen (15) minutes during the respective orientation process for newly hired Metro Government employees, in which to make a presentation regarding Union membership for eligible employees. Metro Government shall advise AFSCME of employee orientation schedule dates and times.

#### Section 8. Meeting Space

Metro Government agrees to provide meeting space, if available, upon request to the appropriate Metro Government official. The department will make every effort to provide an area of privacy for the steward and grievant when engaged in grievance handling, or matters pertaining to employee discipline.

#### Section 9. Discrimination/Coercion

There shall be no discrimination or coercion against any employee because of membership, duties, participation with, or affiliation with a labor union, including those of stewards, officers, negotiators, and committee members.

## **ARTICLE 6. PROBATIONARY EMPLOYEES**

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for one hundred and eighty (180) days. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended for an additional sixty (60) days with written evaluation at least ten (10) work days prior to the end of the initial one hundred eighty (180) day probationary period to the employee and AFSCME citing the reason for the extension, and explaining what the employee must do to satisfactorily complete probation. Except as otherwise provided herein, the Louisville Metro Government Personnel Policies shall govern probationary employment.

## **ARTICLE 7. SENIORITY**

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of a Member begins with the most recent date of employment, 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.

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

- a) Terminated for just cause;
- b) Voluntarily resigns;
- c) Laid-off in accordance with Article 8 and not recalled within two (2) years of such layoff;
- d) Fails to return to work by recall subsequent to a lay-off within seven (7) 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, he shall be considered a new employee for all purposes.

Section 3. If a Member is promoted outside of the bargaining unit and then is returned to the unit for any reason but his personal choice within the next twelve (12) month period, such return is with restoration of seniority for purposes of vacation, sick time accrual and rate of pay only. If the Member does not return to the bargaining unit within the twelve (12) month period, that Member loses all seniority.

Section 4. If a Member is promoted outside the bargaining unit and elects to return to the bargaining unit during the next twelve (12) month period, such return is with full restoration of seniority. If the Member does not return to the bargaining unit within the twelve (12) month period, that Member loses all seniority.

Section 5. IT shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement upon request.

## **ARTICLE 8. LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of IT employees that will affect Members covered by this Agreement, AFSCME shall be notified two (2) weeks prior to the expected layoff or reduction in work force.

Section 2. Seasonal, temporary, probationary and part-time employees covered by this Agreement shall be laid off first.

Section 3. Layoffs of Members within each job classification and division of IT shall be in the reverse order of seniority as defined in Article 7 of this Agreement. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in a different classification in the same or lower wage scale, if the Member meets the qualifications of that classification. A Member exercising seniority upon lay-off to a lower paid position shall take the wage rate of the position being taken.

Section 4. Upon recall, former Members within a job classification who were laid off in accordance with this Article, shall be offered recall in the reverse order in which they were laid off, provided, however, no more than two (2) years has elapsed since their layoff.

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

Section 6. AFSCME Stewards and Officers shall hold super-seniority in the bargaining unit for purpose of layoff only.

## **ARTICLE 9. JOB BIDDING AND PROMOTIONS**

Section 1. Job bidding shall be restricted to the Members of IT.

Section 2. If a vacancy is to be filled or a job is created in a position covered by this Agreement, notice for bid shall be posted and remain posted for five (5) work days in house. Whenever a job vacancy is posted, such posted vacancy for bid shall include the number of positions available for bid. During the period of posting and selection, the Director shall have the right, without regard to seniority, to fill the position temporarily, not to exceed one hundred twenty (120) days.

Section 3. The position will be awarded based upon the following criteria: seniority; attainment of required skills and experience; and documented employment factors of the past twelve (12) months relating to the Member's job history. The above criteria are not listed in order of priority. The successful bidder shall have the thirty (30) days in which to demonstrate his/her ability to perform the work of such position, such period can be extended at the discretion of the Director. In the event such Member has not demonstrated his/her ability to perform the

duties of the position, he/she shall be returned to his/her former position with no loss of seniority herein.

In this instance, IT shall have the right to select, with regard to the above criteria from those qualified applicants remaining on the bid sheet. Should there be no other applicant(s) on the bid sheet, IT may fill the position from outside the Department.

A Member shall not be permitted to exercise his/her bidding right under this provision for six (6) months for the same job classification following the awarding of a successful bid and a failure to learn the job position after the trial period by the Member.

Section 4. In each instance in which job bidding occurs, Metro Government shall furnish to AFSCME and to the appropriate steward a copy of the bid notice, a list of the Members bidding for the position, and the name of the successful bidder for the position.

Section 5. In the event a Member is promoted and his/her current hourly wage is greater than the hourly wage to which the Member is promoted, then the Member will be "red circled." "Red Circled Members" are Members whose rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification based upon the Member's years of service in that classification. When the Member's pay rate no longer exceeds the pay designated for his/her step, that Member shall resume receiving step increases.

## **ARTICLE 10. TRAINING, CERTIFICATION AND MAINTENANCE OF SKILLS**

Section 1. IT shall not be required to train Members in routine skills included within the job classifications covered by this Agreement.

Section 2. IT shall retain all rights for designing an in-service training program. IT shall not be restricted from adopting new technologies in support of operations and may do so without regard to current technology skills of the Members. IT and AFSCME agree to make a reasonable good faith effort to train or retrain Members in order to adopt new technologies. Metro Government shall not be wholly responsible for training and education of Members and it is understood that Members are ultimately responsible for individual skill sets.

When adopting new technologies, IT shall prepare a training program to retrain Members whose job is affected by the change. This training plan may include industry acknowledged training courses, customized courses provided by recognized training vendors, internal training and mentoring programs, and on the job training, provided that Members possess the basic skills required for such activity. Such period for training shall not extend beyond one (1) college semester or four (4) months, whichever is greater.

IT shall reserve the right to document and monitor the progress of Members during training, and adjust the training program as necessary.

Section 3. If after the period of time stated above, a Member is not able to demonstrate adequate capability to perform required work, IT may pursue the following actions at the discretion of the Director.

- (a) Reassignment of a Member to another division or job within IT should a bona fide need for the Member's skill set exist. In this case, seniority rights shall prevail.

- (b) Terminate the Member for just cause.

Section 4. IT reserves the right to require industry recognized certifications as part of the job requirements associated with the positions covered by this Agreement. AFSCME recognizes that industry certifications are a valuable and relevant means for ensuring the skill set of Members. AFSCME also recognizes that industry changes in technology may result in changes to recognized certification programs. AFSCME recognizes the right of IT to require the most recent certification of all Members covered by this Agreement and to set reasonable timeframes for achieving such certifications even though certification requirements may change or develop after the signing of this Agreement. Management will establish training plans for each Member on an annual basis in order to achieve training and certification goals. A Member who is unable to achieve these certifications within the timeframe specified may be subject to reassignment or termination in accordance with this Article.

Section 5. A Member employed on or before July 1, 2008 who demonstrates the ability to do the work required of his/her current position as well as maintain his/her skill set on a regular basis will not be required to obtain a certification.

## **ARTICLE 11. PROFESSIONAL STANDARDS**

The Members agree to follow the principles in this Article to govern their conduct and behavior.

- (a) Members shall deal with co-workers, supervisors, customers, and the public in a respectful and courteous manner.
- (b) Members shall act in a manner consistent with the trust inherent in public employment.
- (c) Members shall strive to perform their work at a consistently high level of quality and quantity.
- (d) Members shall follow and promote general standards of safety and health on the job.
- (e) Members shall follow all the rules and regulations established for the division to which they have been assigned.
- (f) Members shall conduct themselves, off the job, in a manner that would not cause discredit to Metro Government.
- (g) Members shall cooperate fully in all hearings and investigations conducted by or authorized by Metro Government.

- (h) Members shall conduct the performance of their job duties in the best interests of Metro Government and of the general public, and shall refrain from activity which is contrary to those interests.
- (i) Members shall desire to promote and demonstrate a professional manner and appearance and shall instill a sense of confidence with the public and all Metro Government customers.

## **ARTICLE 12. DISCIPLINE**

Section 1. Metro Government shall have the right to discipline Members for just cause. "Just cause" shall include the inability to perform assigned duties, refusal to perform assigned duties, insubordination, or any action which brings discredit upon Metro Government or IT and is not in keeping with standards of conduct relating to employment with Metro Government, or any action not covered within this Agreement which severely impacts the ability of IT to operate.

Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. With the exception of counseling, warnings and reprimands, all intended disciplinary actions must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense. The purpose of discipline, in this Article, is not merely to punish bargaining unit employees, it is also intended to improve the employee's behavior.

No previous minor infractions may be considered except for those brought within the immediate preceding year. Minor infractions are defined as infractions that were handled with progressive discipline beginning with a counseling statement and have not progressed beyond a written reprimand.

No previous major infractions may be considered except for those brought within the immediate preceding one (1) year. Major infractions are defined as infractions that were not handled with progressive discipline or include suspension or dismissal.

- a. **COUNSELING:** In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. Metro IT will maintain a written record of such counseling with a copy given to the Member. Counseling is not discipline.
- b. **WRITTEN WARNINGS:** When infractions of rules are more serious or there are repeated minor infractions of a like or similar nature, a supervisor may issue a written warning to a Member. Written warnings shall be in writing and given to the Member and his steward. IT Director or designee will send a copy of the written warning to the Human Resources Department where the written warning will be placed in the Member's personnel file. The Member may grieve a written warning through the Grievance Procedure in this Agreement.
- c. **WRITTEN REPRIMANDS:** When infractions of rules are major or there are repeated minor infractions, a supervisor may reprimand a Member. Reprimands shall be in writing and given to the Member and his steward. The IT Director or designee will send a copy of the

reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file. The Member may grieve a written reprimand through the Grievance Procedure in this Agreement.

d. **SUSPENSIONS:** The IT Director or designee may recommend that a Member be suspended without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to twenty (20) days during any twelve (12) consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than twenty (20) days in a 12-month period shall result in dismissal of the Member.

e. **DISMISSALS:** The IT Director or designee may recommend that a Member be dismissed for the most serious infractions of rules or a continued pattern of less serious infractions. The Member may grieve a dismissal through the Grievance Procedure in this Agreement.

Section 2. A Member shall have the right to have an AFSCME representative, a steward or an officer, with him at any disciplinary meeting. If neither a steward, officer, or non-Metro AFSCME representative is available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

Section 3. If a grievance of a disciplinary action results in a withdrawal or change of such disciplinary action, the record of the disciplinary action shall be changed or removed from the Member's file to reflect the results of the grievance.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

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

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Only the disciplinary actions as specified above as grievable.

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

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

Step 1. Within ten (10) work days of the aggrieved event, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the

bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within ten (10) work days of the conference, request, in writing, a conference with the IT Director or designee. This conference shall be held during the Member's regularly scheduled work period with the IT Director or designee within ten (10) work days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) work days of the conference. The Member's AFSCME representation at this step shall be limited to one (1) steward or employee-officer and one (1) non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within ten (10) work days of receipt of the IT Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this and all subsequent steps in this grievance procedure is limited to one (1) steward or employee-officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) days of receipt of the grievance, the Human Resources Director will make a determination and advise the IT Director or designee and the Member and AFSCME of the decision in writing.

Step 4. If the Member and AFSCME are still aggrieved after the decision of the Director of Human Resources, the Member and AFSCME may forward the grievance in writing within twenty (20) work days from the receipt of the Director's decision to the Louisville Labor Management Committee ("Committee") or, if the Committee is unable to respond to the grievance within ninety (90) days, to a mediator from the Kentucky Labor Cabinet or, if the Kentucky Labor Cabinet is unable to respond to the grievance within ninety (90) days, to a mediator from the Federal Mediation Conciliation Service. The Committee or mediator may schedule a conference with the aggrieved Member to assist in its determination. Within thirty (30) days after receipt of the grievance, the Committee or mediator will make a determination and advise the Director of Human Resources, the Member and AFSCME of its recommendation. The Committee or mediator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The Committee or mediator shall consider only the specific issue or issues submitted to it and shall confine its decision to a determination of the facts and an interpretation and application of this Agreement.

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

Section 4. Members required to attend presentations, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

Section 5. If a grievance is not responded to within the specified time limits provided herein unless prevented by an agreed upon good cause or the time is extended by mutual agreement of the parties, the Member and AFSCME may advance the grievance to the next step.

Section 6. Once filed, only the Union has the right to process grievances for Members.

Section 7. AFSCME reserves the right to settle grievance at any stage.

## **ARTICLE 14. WORK WEEK/OVERTIME**

Section 1. The work week shall be Sunday through Saturday, and shall consist of forty (40) hours per week, if ready, willing and able to work. The Director shall determine the regular starting and quitting times for the Members based on the needs of IT and the Members shall be allowed to select their shift by seniority within the classifications. Any permanent changes in shift require a ten (10) day notice.

Section 2. A Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours.

Section 3. When overtime is required, without interrupting a project in progress, the supervisor shall offer the overtime based on descending order of seniority within the division where overtime is needed among those capable of doing the job. This overtime list will be rotated. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of performing the work will be required to work the overtime. This mandatory overtime list will be rotated.

### Section 4. *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. The Member shall be paid a minimum of two (2) 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 two (2) 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 5. *Performance Of Work Outside Of A Member's Regular Work Environment*

When a Member is contacted to solve a technical problem after that Member's shift, including any overtime, and when the Member is absent from the Member's regular workstation, if that Member is able to resolve the problem or issue through phone consultation or via a connection to the CityNet Network without returning to the IT office

facility, that Member shall be paid a minimum of two (2) hours at one and one-half (1 ½) times the regular hourly rate. Overtime shall not be pyramided.

**ARTICLE 15. CLASSIFICATION AND COMPENSATION**

Section 1. Compensation Current Employees

The following “Wage Table” shall be effective July 1, 2013. All Members shall be placed on the “Wage Table” at the hourly rate indicated for their respective job classification. Provided, however, if a Member’s rate of pay is higher than the rate indicated below, the Member shall continue to receive the higher pay, with the exception of employees demoted to a lower pay grade. This Wage Table is not a longevity schedule and shall not change during the term of this Agreement.

Application Programmer – Enterprise	26.44
Application Programmer – Powerbuilder	26.44
Application Support Specialist	21.57
Archival Specialist	15.90
PC Support Analyst I	15.90
PC Support Analyst II	19.90
PC Support Analyst III	21.57
Technician I	13.43
Technician II	16.61

Section 2. Annual Increases

- A. Effective July 1, 2014 through June 30, 2015, Members on the payroll will receive a two percent (2%) cost of living adjustment.
- B. Effective July 1, 2015 through June 30, 2016, Members on the payroll will receive a two percent (2%) cost of living adjustment.
- C. Effective July 1, 2016 through June 30, 2017, Members on the payroll will receive a two percent (2%) cost of living adjustment.

**ARTICLE 16. CERTAIN FRINGE BENEFITS**

Section 1. Holidays.

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  
Friday Following Thanksgiving  
Christmas Day

Fourth Thursday in November  
Friday Following Thanksgiving  
December 25

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. A Member is not paid for floating holidays upon termination of employment. Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one (1) floating holiday their first calendar year of employment.

Holiday pay will be at the Member's regular hourly rate. To be entitled to holiday pay the Member must report for work or receive paid leave other than sick leave on the last day before the holiday and the first day after the holiday. For Members who work four (4) days per week, ten (10) hours per day, in which a holiday occurs, those Members shall be able to use two (2) hours of vacation or personal leave to supplement the eight (8) hour holiday pay. A Member who is required to work on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate of pay. However, overtime premium pay shall not be pyramided. Holidays shall not be counted as time-worked for purposes of overtime.

### Section 2. Personal Day

Members shall be eligible to receive two (2) paid personal days per calendar year. A personal day may only be taken with the approval of the Director or designee and must be requested a minimum of twenty-four (24) hours before the desired day off. A personal day must be used in the calendar year in which it is accrued.

### Section 3. Health Insurance

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

In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with health care reform (PPACA) and IRS regulations.

### Section 4. Long Term Disability and Life Insurance

Metro Government shall provide Long Term Disability insurance to Members on the same term as the coverage that is extended to non-union employees at no cost to the Members.

Metro Government will provide Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual salary up to fifty thousand dollars (\$50,000.00) according to the terms and conditions of the policy in force at any point in time; provided, however, if the life insurance offered by Metro Government to the non-union employees decreases, the coverage for Members shall decrease to the same level, but shall not decrease to less than fifteen thousand (\$15,000.00) dollars. 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 a cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

### Section 5. Sick Leave

A. Sick leave shall be granted to a Member when that Member is unable to perform his job duties as a result of sickness or injury or in the case of serious illness in the Member's immediate family that requires the presence of the Member. Immediate family of the Member will be the Member's parents, grandparents, spouse, children, or any relative living with the Member. Any sick leave in excess of three (3) consecutive days in the case of illness in the Member's immediate family shall require the specific approval of the IT Director or designee. The Member shall be required to notify his/her immediate supervisor or designee of the need for sick leave as close to the start of the Member's shift as possible, but no later than one (1) hour after the time set for beginning work.

Sick leave with pay shall be granted to all full time Members at the rate of one (1) day per each month of service. Sick leave accumulation shall be unlimited.

Members may be granted unpaid sick leave because of sickness or injury, which when added to any other sick leave shall not exceed six (6) months or until all paid leave is exhausted. To be eligible, a Member must have exhausted all sick leave and vacation time and must have a statement from the primary treating physician certifying his/her sickness or injury and setting an approximate date of return. A Member on such unpaid sick leave shall not continue to accrue benefits during such leave.

The consistent use of the sick leave as it is earned or the failure to accumulate it may be determined to be abuse of the sick leave privilege and may be grounds for disciplinary action. An employee who has been cited in writing for abuse of sick leave may be required by the IT Director or designee to produce a medical doctor's statement at any time. Future sick leave taken and failure to furnish medical proof of the necessity of sick leave when requested may be grounds for progressive discipline action by Metro Government. Metro Government reserves the right in all cases of illness or injury to require examination by a physician of Metro Government's choice and at Metro Government's expense.

Time off for sick leave shall not be computed as time worked for the purpose of overtime. A Member, with prior approval of the Member's supervisor, may be allowed to flex his time to offset time off for a doctor's appointment for a period of not more than four (4) hours in a standard workday for the Member or the Member's immediate family (spouse, minor age child, or parent) which requires the presence of the Member, as long as the flex time is completed within the same standard work week.

B. Members may participate in Metro Government's "Sick Leave Incentive Plan," which provides as follows:

i. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

ii. Metro Government participates in the Standard Unused Sick Leave Program as provided by the Commonwealth of Kentucky's County Employees Retirement System KRS 78.616, through which the Member is allowed to use unused sick leave as retirement service credit upon retirement. Metro Government as the Agency adopting this program purchases the first six (6) months of service credit in CERS for Members at the time of their retirement. Metro Government has also elected to pay 100% of the cost for service credit from unused sick days in excess of the first six (6) months for Members upon termination of employment. Any change to Metro Government's Standard Unused Sick Leave Program shall become a part of this Agreement without need for any consultation or amendment.

Section 6. Vacation

A. Annual vacation leave with pay will be granted to all full-time Members, and vacation time will accrue on a weekly basis in accordance with the following schedule:

Full Years of Service	Annual Accrual Rate
0 - 1 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

For the purpose of this section, all of a Member's full-time regular service, whether continuous or not, shall be recognized in determining the number of years of service. Vacation credit shall only accrue as to current service. Vacation time shall be not computed as time worked for the purpose of overtime.

B. Members may take annual vacation in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the IT Director or designee prior to use. The IT Director or designee must approve any accumulation of annual vacation leave beyond the year after that in which it is earned. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays.

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

D. For planning purposes and to ensure coverage for operational commitments for division work plans, Members may request, prior to January 31<sup>st</sup>, a primary and secondary vacation leave of up to ten (10) workdays each for the upcoming year. The number of Members allowed off for vacation leave shall be determined by the need of IT for sufficient coverage within each division or office. Vacation leave shall be awarded based upon seniority with the division or office.

Any vacation leave of less than three (3) workdays requested outside of the annual selection period must be approved by the Director and/or designee, and if approved, shall be awarded on the basis of which Member first requested the leave.

#### Section 7. Lunch period/Breaks

Members shall be granted two (2) compensated fifteen (15) minute break periods, one (1) in the first half of the shift and one (1) in the second half of the shift, and a half-hour (1/2) unpaid lunch period in one eight (8) hour work day, to occur at the midpoint of the work shift.

#### Section 8. Funeral leave

A Member shall be given three (3) consecutive work days off with full pay in case of death in the employee's family. The employee's family shall include: spouse, child, stepchildren, parents, stepparent, sister, brother, grandparents, grandchildren, aunts, uncles, spouse's mother, father, sister, and brother and any other relative residing in the employee's household. Time off shall not be computed as time worked for funeral leave for the purpose of overtime. To receive paid funeral/bereavement leave under this section, an employee shall be required to notify his/her immediate supervisor, division head or designee, as close to the start of the employee's shift as possible, but not later than one (1) hour after the time set for beginning work. In no event shall any employee receive funeral leave beyond the day after the funeral. However, with the approval of the immediate supervisor or division head, funeral leave may be extended by using vacation leave. When requested, the employee will produce acceptable documentation of the relative's death.

#### Section 9. Personnel Files

Metro Government will comply with the Kentucky Open Records Act as it relates to Members' personnel files. A Member shall have the right to review the contents of his or her

personnel file. Union Representatives, with written permission from a Member shall have the right to review the contents of the Member's personnel file. Reasonable requests to copy documents in the files shall be honored. Any charges shall be reasonable.

#### Section 10. Automobile Mileage Reimbursement

Should any Member be required by management to use his/her personal vehicle to conduct Metro Government business, the affected Member shall be compensated by receiving the amount of mileage reimbursement designated by Metro Government. Business shall not include transportation to and from work.

#### Section 11. Workers Compensation

As authorized by Kentucky Workers Compensation laws and regulations, specifically KRS 342.020, 803 KAR 25:096 and 803 KAR 25:110, Louisville Metro Government has become a part of a managed health care system. Except for emergency medical care, as defined in the foregoing laws, all treatment of work related injuries and illnesses must be obtained through the managed health care system's approved gatekeeper and/or network physicians. Any treatment which is obtained from medical providers who are not approved by the managed health care system will be at the employee's sole expense.

### **ARTICLE 17. MODIFIED DUTY/RETURN TO WORK (RTW)**

Louisville Metro Government recognizes the importance of providing meaningful work to employees with medical limitations that temporarily prohibit the employee from performing regular job duties.

When an employee experiences an injury/illness, whether on-the-job or off-the-job, and is released to return to work with restrictions, the employee will be considered for a modified duty assignment. The assignment may be within the employee's agency or in another agency. Assignments should be based on needs of the agency as well as availability of work within the employee's restrictions. The employee is to take a Healthcare Provider Capabilities Assessment Form (HCAF) and a copy of the employee's job description to the employee's medical provider. The employee should request the healthcare provider to furnish any limitations or restrictions. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's restrictions. It is the responsibility of the employee to provide updated medical documentation as directed by the employee's agency head or designee.

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. After ninety (90) calendar days there will be a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008 (<http://www.ada.gov/publicat.htm#Anchor-14210>).

There will be no change to the employee's pay/benefits while on the modified assignment.

## **ARTICLE 18. UNAUTHORIZED ACTIVITIES**

AFSCME 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 Member(s) violates this Article, the Metro Government shall immediately notify AFSCME. AFSCME shall immediately notify the Member(s) in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Member(s) to return immediately to normal duties. Members who engage in such activity shall be subject to disciplinary action up to and including discharge and such Member shall not be entitled to or have any recourse through the Grievance Procedure. It is understood that this section does not limit the Metro Government from any other remedies provided by law.

It is agreed that in all cases of unauthorized strikes, slowdowns, walkouts or any other unauthorized cessation of work in violation of this Agreement, AFSCME shall not be liable for damages resulting from such unauthorized acts of its Members. It is agreed that AFSCME shall undertake every reasonable means to induce said Members to return to their jobs. AFSCME shall make immediate efforts to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

## **ARTICLE 19. DRUG TESTING POLICY**

Attached is the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses (section 1.13); and the Drug & Alcohol Free Workplace and Testing for Non CDL Holders (section 1.15).

### **1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses**

1.13(1) the following provisions apply to employees required to obtain a commercial driver's license (CDL); all other employees should refer to policy 1.15 Drug Free Workplace and Reasonable Suspicion Testing. The policy of Louisville Metro Government is to maintain a drug and alcohol free work environment and workforce. It is also the objective of this policy to meet the guidelines and procedures concerning the limitation on alcohol use or drug abuse by an

employee required to obtain a commercial driver's license as provided by 49 CFR Parts 40, 382, et al and subsequent amendments.

All classifications requiring a CDL, and those employees so classified, are subject to the drug and alcohol policy and procedures.

For the purposes of this policy, incident will be defined as an accident or injury.

Also subject to the policy and procedures is an employee who obtains a CDL for purposes of working in a CDL classified position on a temporary, emergency basis or who, as a supervisor, must occasionally operate Metro Government equipment for training purposes or in an emergency situation.

1.13(2) Prohibited activity:

- (a) No CDL holder shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or greater.
- (b) No CDL holder shall be on duty or operate a motorized vehicle or equipment while he or she has alcohol in their possession.
- (c) No CDL holder shall use alcohol or be under the influence of alcohol, within four (4) hours of performing safety-sensitive functions.
- (d) No employee required to take a post incident alcohol test shall use alcohol for eight (8) hours following the incident or until he/she undergoes a post incident alcohol test, whichever occurs first.
- (e) No CDL holder shall refuse to submit to a post incident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test or a return to work alcohol or controlled substance test.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

- (1) Refuses or fails to appear for the screening.
  - (2) Substitutes the specimen with that from another person.
  - (3) Sends an imposter.
  - (4) Alters the test specimen.
  - (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
  - (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
  - (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing
- (f) No CDL holder shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who advised the employee that the substance does not adversely affect the employee's ability to safely

operate a motor vehicle or motorized equipment. An employee is required to inform the employer of any therapeutic drug use.

(g) No CDL holder shall report for duty, remain on duty or perform his/her job if the employee tests positive for controlled substances.

1.13(3) a prospective employee for a position requiring a CDL must submit to a reemployment drug and alcohol test. A CDL holder will also be subject to additional testing:

1. Post incident (accident or injury) testing
2. Random testing
3. Reasonable suspicion testing
4. Return to duty testing
5. Follow-up testing

1.13(4) all drug and alcohol tests will be conducted as soon as possible without any prior notification to the employee. Except for return to duty testing, an employee shall be notified of required tests at the worksite at any time following report for duty. Alcohol testing shall be conducted immediately before, during or after the performance of safety sensitive functions.

1.13(5) Metro Government will follow drug-testing procedures as required at 49 CFR Parts 40, 382 et al and subsequent amendments.

1.13(6) The Federal Regulations require the following minimal steps be followed:

(1) Any employee who upon being alcohol tested has an alcohol concentration of 0.02 to 0.039 must be removed from his/her job duties for at least 24 hours.

(2) An employee who is alcohol tested and who has an alcohol concentration of 0.04 or greater must be immediately suspended without pay from his/her job and cannot return to job duties until the employee has been evaluated by a substance abuse professional and complied with any treatment recommendations intended to assist the employee with an alcohol problem.

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

Metro Government will follow the below listed disciplinary steps related to CDL alcohol testing;

**Split Sample**

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

### **Consequences of a positive drug test**

The result of a positive drug test will result in immediate termination of employment.

Nothing in the law or in this policy prohibits Metro Government from exercising its independent management prerogative in applying appropriate discipline. Any employee who engages in behavior prohibited under this drug and alcohol policy shall be subject to discipline up to and including termination of employment.

### **Right of Representation**

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

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## **1.15 Drug & Alcohol Free Workplace and Testing For Non CDL Holders**

1.15 (A) Louisville Metro Government is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and illegal drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

**Metro Government** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Conscientious efforts to seek such help will not jeopardize an employee's job and will not be noted in any personnel record. An employee must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal statute for violations

occurring on or off Metro Government premises while conducting Metro Government business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free workplace Act of 1988.)

The provisions contained within this policy apply to all employees of Louisville Metro Government.

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

### **1.15 (B) Types of Alcohol and Drug Testing**

#### **Reasonable Suspicion**

Employees may be asked to submit to drug and/or alcohol testing if reasonable suspicion exists to indicate that his/her health or ability to perform work may be impaired. Factors which could establish cause for reasonable suspicion testing include but are not limited to:

- Sudden changes in work performance.
- Repeated failure to follow instructions or operating procedures.
- Violation of safety policies.
- Discovery or presence of substances in an employee's possession or near the employee's workplace.
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance.
- Unexplained and/or frequent absenteeism.
- Personality changes or disorientation.

#### **Post-Incident**

An employee must submit to a drug and alcohol test after an on the job incident.

1. An incident for purposes of this policy is defined as an incident or injury in which:
  - (a) A person dies or requires medical treatment or
  - (b) Property damage is estimated by management at greater than \$500 or
  - (c) A Metro Government vehicle is involved or
  - (d) It involves an employee in a personal vehicle or equipment incident while on the job or
  - (e) A citation is issued under local or State law for a moving traffic violation.
  
2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to drug and alcohol tests. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than 8 hours from the incident. Testing for drugs must take place no more than 32 hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than 48 hours after the incident unless unforeseeable circumstances prevent.

### **Split Sample**

A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to Health and Human Services (HHS) guidelines.

Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and testing procedures, including chain of custody, meets or exceeds the standards established in the contract.

### **Consequences of a positive drug test**

The result of a positive drug test will result in immediate termination of employment.

Refuse to Submit (to an alcohol or drug test) - An employee will be subject to the same consequences of a positive test if he/she:

- (1) Refuses or fails to appear for the screening.
- (2) Substitutes the specimen with that from another person.
- (3) Sends an imposter.
- (4) Alters the test specimen.
- (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
- (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
- (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

### **Right of Representation**

The Union through the employee's designated Steward or other Union Officer, shall be notified that Metro Government suspects an employee is under the influence of drugs and/or alcohol. The Union and the suspected employee shall be provided with a copy of Metro Government's documentation for its suspicions.

### **Prohibited Behavior**

An employee is expected and required to report to work on time and in appropriate mental and physical condition for work. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance or of an intoxicating substance on Metro Government premises or while conducting Metro Government business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.

### **Confidentiality**

All information received by Louisville Metro Government through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

All drug-testing information will be maintained in separate confidential records.

### **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.

### **Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- The policy will be reviewed in orientation sessions with new employees.
- Be subject to approval via the Document Management Server.

## **ARTICLE 20. ERODING THE BARGAINING UNIT**

Section 1. Due to the nature of the work of IT, managers and supervisors regularly perform the work of their employees; this intent is not to replace employees, but to supplement the workforce at peak times.

Section 2. Metro Government shall not employ or work seasonal, temporary, part-time or volunteer workers for the purpose of reducing or replacing Members covered by this Agreement.

Section 3. Metro Government shall not subcontract outside the bargaining unit for the purpose of reducing or replacing the employees covered by this Agreement. IT, however, reserves the right to conduct its business in support of Metro Government, and this Article shall not be construed to prevent IT from contracting services to meet operational requirements or when current Members are not qualified to provide the required services.

## **ARTICLE 21. ENTIRE AGREEMENT**

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in 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 a Metro Government representative and the Chief Administrator of AFSCME 2629.

Section 3. If any article or section of this Agreement should become invalid by operation of law or be declared invalid or permanently enjoined by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and either party may request collective bargaining negotiations concerning the invalid provision within thirty (30) days of its invalidity.

## **ARTICLE 22. TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties and shall extend through June 30, 2017. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred twenty (120) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 28<sup>th</sup> day of July, 2014.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

BY: Greg Fischer  
GREG FISCHER, MAYOR

DATE: 7/28/14

AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
LOCAL 2629

BY: David Robertson  
BUSINESS REPRESENTATIVE  
AFSCME COUNCIL 62

DATE: July 11, 2014

BY: Wesley J. Stover  
WESLEY STOWER, PRESIDENT  
AFSCME LOCAL 2629

DATE: July 11, 2014

APPROVED AS TO FORM:

Michael O'Connell  
MICHAEL O'CONNELL  
Jefferson County Attorney