

COLLECTIVE BARGAINING AGREEMENT

**BY AND
BETWEEN**

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL
CIO-CLC, IBEW LOCAL 369**

LOUISVILLE METRO EMERGENCY SERVICES/METROSAFE

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PREAMBLE	4
ARTICLE 1. SCOPE AND RECOGNITION.....	4
ARTICLE 2. MANAGERIAL RIGHTS	4
ARTICLE 3. SUBORDINATION	5
ARTICLE 4. NO STRIKES AND LOCKOUTS	5
ARTICLE 5. UNION SECURITY	5
ARTICLE 6. UNION BUSINESS	6
Section 1. Contract Negotiations.....	6
Section 2. Stewards	6
Section 3. IBEW Local 369 Access.....	7
Section 4. Unpaid Leaves approved	7
Section 5. IBEW Local 369 Insignia	7
Section 6. Notice of new hires.....	7
ARTICLE 7. JOB DUTIES AND PROBATIONARY PERIODS.....	7
Section 1. Job Functions.....	7
Section 2. Apprenticeship program	8
Section 3. Probationary Periods	8
ARTICLE 8. DISCIPLINE.....	9
ARTICLE 9. GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE	11
ARTICLE 10. SENIORITY	12
ARTICLE 11. JOB VACANCIES AND PROMOTIONS	13
ARTICLE 12. LAYOFF AND RECALL	14
ARTICLE 13. WORK WEEK AND OVERTIME	15
ARTICLE 14. OVERTIME DISTRIBUTION AND EQUALIZATION	16
ARTICLE 15. SALARY SCHEDULE	17
ARTICLE 16. TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING...19	
ARTICLE 17. ACCRUAL AND SCHEDULING OF ANNUAL LEAVE/HOLIDAYS.....19	
Section 1. Accrual of annual leave.....	19
Section 2. Scheduling of vacations	21
Section 3. Personal Day	22
Section 4. Holiday Pay.....	22
ARTICLE 18. INSURANCE.....	23
Section 1. Life Insurance and Dental Insurance.....	23
Section 2. Health Insurance.....	23
Section 3. Legal Protection	24
Section 4. Long-Term Disability	24
ARTICLE 19. SAFETY AND HEALTH	24
ARTICLE 20. CERTAIN BENEFITS.....	25
Section 1. JURY DUTY AND WITNESS LEAVE.....	25
Section 2. FUNERAL LEAVE.....	25
Section 3. MILITARY LEAVE.....	25
Section 4. LEAVE OF ABSENCE WITHOUT PAY.....	26
Section 5. WORKERS COMPENSATION	26
Section 6. SICK LEAVE	26

Section 7.	OLD AGE AND SURVIVORS INSURANCE SYSTEM.....	27
Section 8.	RETIREMENT SYSTEM FOR CIVILIAN EMPLOYEES.....	27
Section 9.	TUITION REIMBURSEMENT.....	27
Section 10.	DEPENDENT CARE	28
Section 11.	DIRECT DEPOSIT	28
ARTICLE 21.	ENTIRE AGREEMENT.....	28
ARTICLE 22.	NO SUBCONTRACTING.....	28
ARTICLE 23.	SUCCESSOR CLAUSE.....	29
ARTICLE 24.	TERM	29
APPENDIX 1	_ALL-HAZARDS TYPE III COMMUNICATIONS UNIT LEADER.....	<u>31</u>

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 13th day of October, 2016, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the International Brotherhood of Electrical Workers, AFL CIO-CLC, IBEW LOCAL 369 (hereinafter referred to as "IBEW LOCAL 369"). The parties to this Agreement desire to promote and maintain an excellent employment relationship among Metro Government, IBEW Local 369 and the employees covered by this Agreement, and to maintain working conditions at the highest possible level.

ARTICLE 1. SCOPE AND RECOGNITION

Section 1. In consideration of the promise on the part of Metro Government to pay the agreed scale of wages incorporated into this Agreement, and the promise of the employees covered by this Agreement to do the work required by Metro Government in a workmanlike manner, together with other valuable considerations as set out in this Agreement, the parties hereto mutually agree to be bound by the terms and conditions contained herein.

Section 2. Metro Government recognizes IBEW Local 369 as the sole and exclusive collective bargaining agent for employees in the listed classifications regarding wages, hours and conditions of employment. As used in this Agreement, "Member" means an employee of Louisville Metro Emergency Services/MetroSafe (hereinafter "Emergency Services" in the following classifications represented by IBEW Local 369:

2912	Radio Technician II
2915	Radio Technician I
	Radio Technician Apprentice
5739	Computer Aided Dispatch Analyst

Section 3. Whenever such masculine words as "he," "him," or "his" are used in this Agreement, such words shall also include such feminine words as "she," "her," and "hers."

Section 4. Metro Government's Personnel Policies shall not apply to the Members unless specifically addressed in this Agreement.

ARTICLE 2. MANAGERIAL RIGHTS

The operation, control and management of Communication Services and all of its activities in connection therewith which are covered or affected by this Agreement and the

supervision and direction of the workforce of said Communication Services are and shall continue to be solely and exclusively the functions and prerogatives of the Management of Communication Services other than those set forth herein and limited by provisions of this Collective Bargaining Agreement.

ARTICLE 3. SUBORDINATION

In the event that any of the provisions of this Agreement are declared unlawful by State or Federal Legislative Act, or Judicial ruling, such provisions shall become inoperative, but the remainder of this Agreement shall not be affected thereby. If any provisions become inoperative, it or they shall be renegotiated within sixty (60) calendar days.

ARTICLE 4. NO STRIKES AND LOCKOUTS

There will be no strike, refusal to work, slowdown, sit down or picketing by IBEW Local 369 or the Members, or lockout on the part of Metro Government, during the term of this Agreement; provided, however, that a Member may refuse to enter upon the premises of any other employer, if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such other employer is required to recognize pursuant to an applicable State law or the Labor Management Relations Act of 1947, as amended. In consideration of this Agreement, IBEW Local 369 agrees not to sue Metro Government, its officers or representatives and Metro Government agrees not to sue IBEW Local 369, its agents or members, concerning any labor matters in any court of law or equity.

ARTICLE 5. UNION SECURITY

Section 1. Payment of IBEW Local 369 membership dues and fees, or fair share fee shall be a condition of employment for all Members of the bargaining unit.

Section 2. The check-off of regular IBEW Local 369 Union membership dues and any initiation fees for new employees 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 IBEW 369 membership must notify the Metro Government and IBEW Local 369 expressly and individually, in writing by certified mail that such dues are not to be deducted. The fair share fee shall be deducted from Members' wages and remitted to IBEW Local 369, with or without written authorization by the Members. The date for the commencement of the fair share deduction shall be determined by IBEW Local 369 with appropriate advance notice given to the Metro Government and affected Members.

Section 3. IBEW Local 369 Union membership dues and fees shall be deducted bi-weekly in an amount certified by IBEW Local 369. All deductions shall be shown on the Members' paycheck stubs.

Section 4. IBEW Local 369 membership dues and any and all fees shall be transmitted to the Business Manager/Financial Secretary of IBEW Local 369 bi-weekly after such deductions are made. IBEW Local 369 shall notify Metro Government, in writing, of any change in the current and proper amount of its membership dues or any fees at least thirty (30) days prior to the change in deduction.

Section 5. Metro Government agrees to honor the written request of Members to have such deductions as specified from their regular pay for the IBEW PAC and Promotional Fund, which payments will be processed as specified above for dues and fees. IBEW Local 369 shall notify the Metro Government of the amount of these contributions at least thirty (30) days prior to the initial deduction.

Section 6. IBEW Local 369 shall hold the Metro Government harmless against any claims, legal or otherwise, which may arise from these deduction provisions that resulted from any intention, mistake, or error on the part of IBEW Local 369. A mistake as to law shall not be considered an intention, mistake, or error under this provision.

Section 7. Metro Government and IBEW Local 369 agree not to discriminate, interfere with, restrain or coerce, either directly or through their agents, against any Member. No party hereto shall discriminate by reason of race, religion, color, age, sex, sexual orientation or national origin.

ARTICLE 6. UNION BUSINESS

Section 1. Contract Negotiations

IBEW Local 369 may select one Member and one Alternate appointed by the Business Manager/Financial Secretary to represent IBEW Local 369 in the negotiation of a collective bargaining agreement without loss of compensation. The name of such representatives of IBEW Local 369 shall be submitted to the Director.

Section 2. Stewards

Stewards shall be appointed by the Business Manager/Financial Secretary and must be given sufficient time to see that the Agreement is enforced on the job. Such Steward shall, at all times, be held accountable by IBEW Local 369. At no times shall the Steward be discriminated against for the faithful performance of his duties.

Stewards designated to represent a Member shall be paid for the time lost from work during meetings and talks with representatives of Metro Government scheduled in the processing of grievances, mediation, arbitration and any legal proceeding.

Section 3. *IBEW Local 369 Access*

(A.) *Bulletin boards.* Metro Government agrees to provide IBEW Local 369 designated space on available bulletin boards upon which IBEW Local 369 may post notice of meetings, announcements, or information of interest to its members. IBEW Local 369 further agrees that it will not post any material which would be derogatory to any individual, Metro Government, 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 IBEW Local 369. All notices of IBEW Local 369 will consist of items in good taste and shall be signed by an IBEW Local 369 steward or Business Representative. Any material that shop supervisor determines to be in violation of this Agreement may be removed by the shop supervisor and IBEW Local 369 will be so informed in writing with the reason. The IBEW Local 369's bulletin board and the overtime bulletin board are to be located in a conspicuous place.

(B) *Access to work locations.* With reasonable notice to and with the approval of the Director, a non-employee representative of IBEW Local 369 shall be allowed access to work locations and locations not accessible to the general public.

Section 4. *Unpaid Leaves approved*

At the request of IBEW Local 369, one Member who is elected or appointed to a position with IBEW Local 369 may be granted leave without pay for participation in IBEW Local 369 duties. When a member on leave without pay under this provision, leaves his or her Union position, he or she shall be entitled to return to a job in the Member's classification provided he or she is qualified. The Member's seniority shall continue during his or her absence on such leave.

Section 5. *IBEW Local 369 Insignia*

Members shall be allowed to wear and/or display insignias reflecting membership in IBEW Local 369.

Section 6. *Notice of new hires*

The decision with regard to the hire or tenure of all employees shall be made by Metro Government. Metro Government shall notify in writing the IBEW LOCAL 369 within a reasonable period (14 days) of any new employee that is added to the payroll in a position covered by this Agreement.

ARTICLE 7. JOB DUTIES AND PROBATIONARY PERIODS

Section 1. *Job Functions*

A Radio Technician II is responsible for the installation, operation, modification and maintenance of a complex communications system serving the Metro Government and for the training of Radio Technician I and Radio Technician Apprentices.

A Radio Technician I is responsible for the installation, operation, maintenance and repair of Metro Government communications systems and other electronic equipment.

A Radio Technician Apprentice is responsible for learning to install, operate, maintain and repair communications and electronic equipment used by Metro Government agencies.

A Computer Aided Dispatch Analyst is responsible for the installation, operation, modification, and maintenance of Metro Government computer systems including, but not limited to, CAD (Computer Aided Dispatch), 9-1-1 telephony, software and other peripheral equipment.

Section 2. *Apprenticeship program*

- A. An apprenticeship program may, at the discretion of Louisville Metro, be established and maintained for the training of Members who are enrolled in an accredited educational facility and actively participating in classes. Louisville Metro and IBEW Local 369 will establish the list of accredited facilities. This program shall afford all Apprentices the opportunity to work and learn all phases of the job classification as it pertains to Radio Technician I, and/or Radio Technician II and/or CAD Analyst for the installation, operation, modification and maintenance of complex communications systems serving Metro Government and surrounding municipalities. Completion of the apprenticeship program shall be mandatory for all Members hired in a beginning status of apprentice.
- B. Upon completion of the apprenticeship program, an apprentice will be granted seniority as a Radio Technician I dating back to the date he/she started the apprenticeship program. When conditions necessitate a reduction in force, apprentices will be laid off in seniority order before Radio Technicians are laid off.
- C. Eligibility for benefits shall be pursuant to the appropriate articles contained in this CBA.
- D. There will be a Labor Management Committee that will consist of two (2) Members of Louisville Metro Emergency Services Management and two (2) Members of the IBEW Local 369 bargaining unit that will meet every six (6) months to review the progress and grades of the apprentice and a progress report will be provided to IBEW Local 369. Apprentice shall show proof of grades from accredited institution. If it is deemed necessary, the apprentice may be released for not advancing in the program.
- E. During the apprenticeship program, the Member may be eligible to participate in the Tuition Reimbursement Plan as outlined in the contract under Article 20: Certain Benefits Section 9 Tuition Reimbursement. Curriculum will be established and/or verified by Director of Louisville Emergency Services/MetroSafe and its supervision at an accredited institution.

Section 3. *Probationary Periods*

A. The probationary period for the position of Computer Aided Dispatch Analyst will be six (6) months. During the probationary period for Computer Aided Dispatch Analysts, Metro Government may lay off, discipline or discharge a probationary employee, as it deems necessary. Such lay off, discipline or discharge shall not be subject to the grievance procedures as set forth in this contract nor to the Civil Service Board, provided however, that the Metro Government may not discharge or discipline for the purpose of evading this agreement or of interfering, restraining, coercing or discriminating against employees.

B. The probationary period for the position of Radio Technician I shall be one (1) year, but shall include any period in which the employee was a Radio Technician Apprentice. The probationary period for the position of Radio Technician II shall be six months. During the probationary period for Radio Technician I and II, Metro Government may demote a Member who is unable to perform the functions of the position. The Member so demoted shall not have recourse to an appeal to the Civil Service Board nor to the grievance procedures as set forth in this contract.

ARTICLE 8. DISCIPLINE

Section 1. With the exception of Members serving a probationary period, no Member shall be discharged or disciplined without good and sufficient cause. All disciplinary action shall be cumulative for a 180-day period. The Metro Government will not use as a basis for warning, reprimand, suspension or discharge any disciplinary action older than 180 days.

Section 2. The following offenses are infractions of department rules for which a Member may be subject to progressive discipline: First offense - documented WARNING VERBAL; Second offense -- written REPRIMAND; Third offense - SUSPENSION WITHOUT PAY; Fourth offense - DISCHARGE. Progressive discipline will only be advanced when the infraction is of a like nature.

- a. Abuse of sick leave as defined by this Agreement
- b. Knowingly disregarding safety/traffic/equipment operating regulations
- c. Failure to report a traffic accident, damage to vehicle or property
- d. Acting immorally or indecently, offensive language.
- e. Improper use or failure to respond to radio equipment, pager or cell phone.
- f. Failure to report to work
- g. Failure to ring time card, except a Member shall be allowed one absence per six (6) month period for failure to "clock in" at the appointed time to begin work. The Member shall not receive pay for such period of time not worked, unless his/her correct shift start time was validated by a supervisor as being "on time."
- h. Tardy for any reason. A Member is considered tardy from 1 minute to 5 minutes. A Member is granted two grace tardy periods per calendar year.
- i. Reporting late to work. Reporting over 5 minutes late is considered late and starts progressive disciplinary action.
- j. Leaving work area without permission of supervisor
- k. Leaving work before authorized quitting time
- l. Unexcused absence for one (1) day
- m. Misrepresentation of facts pertaining to Department incidents
- n. Failure to immediately report an on-the-job injury to a supervisor
- o. Failure to wear required safety equipment while on duty
- p. Improper utilization of time, material, or equipment
- q. Gambling while on duty or on Metro property at any time
- r. Failure to wear seat belts in any Metro vehicle or equipment

Section 3. The following offenses are infractions of department rules for which a Member may be immediately removed from the job site, and suspension or termination actions initiated:

- a. Drinking or in possession of, or apparently under the influence of intoxicating liquor or drugs or misuse of prescription drugs while on duty
- b. Possession of a deadly weapon on Metro property or in a Metro vehicle (Nothing in this CBA regarding weapons shall be construed to nor shall any such restrictions violate any of the provisions of Kentucky's open carry and conceal carry firearms regulations as found in KRS 65.870 or KRS 237.115 respectively.)
- c. Fighting or inciting a fight
- d. Being insubordinate or refusing to comply with supervisor's instructions
- e. Deliberately ringing another employee's time card
- f. Unauthorized use of Louisville Metro Government vehicles and equipment
- g. Falsifying records, presenting fraudulent claims
- h. Theft, destruction, or mutilation of Louisville Metro Government property
- i. Serious disregard of safety/traffic/equipment operating regulations that rises to the level of causing injury, endangering life and/or major damage to property
- j. Unexcused absences of three consecutive days
- k. Sleeping while on duty
- l. Failure to report a suspended or revoked driver's license
- m. Verbal or physical threats or acts of violence that creates an intimidating or hostile work environment
- n. Immoral or indecent acts that are severe in nature such as indecent exposure, physical contact, viewing pornographic material or web sites, explicit gestures.

Section 4. Any Member covered by this Agreement who has been discharged or suspended without pay shall have the right to file a written grievance against Metro Government, within seven (7) working days from the time of discharge or suspension at Step 3 of the grievance procedure. Provided, however, a discharge or suspension without pay for other than the offenses listed here shall not take effect prior to a Step 3 meeting pursuant to Article 10, Grievance Procedure with the Director of Human Resources.

These offenses are:

- a. fighting,
- b. carrying a weapon on Metro Government premises or in a Metro Government vehicle (Nothing in this CBA regarding weapons shall be construed to nor shall any such restrictions violate any of the provisions of Kentucky's open carry and conceal carry firearms regulations as found in KRS 65.870 or KRS 237.115 respectively.)
- c. being intoxicated or under the influence of non-prescription drugs, or
- d. any other offense which endangers any Member or member of the public.

ARTICLE 9. GRIEVANCE/MEDIATION/ARBITRATION PROCEDURE

Section 1. A grievance may be initiated by IBEW Local 369 or an aggrieved Member. The Metro Government shall not retaliate, coerce or discriminate in any manner against any Member or stewards for initiating a grievance. IBEW Local 369 representation (a steward, business representative or officer) shall be at all disciplinary proceedings.

Section 2. Grievances, as defined herein, which may arise, shall be settled in the following manner:

- Step 1. Within ten (10) calendar days of being informed of the aggrieved event, the Member and IBEW Local 369 stewards shall meet with the Member's most immediate supervisor during the Member's regularly scheduled work period and attempt to resolve the grievance.
- Step 2. If the grievance is not satisfactorily resolved at Step 1, any one of the IBEW Local 369 stewards or Business Representative may, within ten (10) calendar days of the meeting, request, in writing, a meeting with the Department Director. This conference shall be held with the Department Director or his designee within ten (10) calendar days of the request. The Director shall give a written answer to the Member, IBEW Local 369 steward and the Business Representative within ten (10) calendar days of the meeting.
- Step 3. If after this meeting, the grievance is still not resolved, within ten (10) calendar days of the written answer from the Department Director, one of the IBEW Local 369 stewards or Business Representative may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, shall schedule a meeting with the aggrieved Member, IBEW Local 369 steward and the Business Representative to assist in resolving the grievance within fifteen (15) calendar days of receiving the request. Within fifteen (15) calendar days after the meeting, the Human Resources Director will make a determination and advise the Department Director, the Member, IBEW Local 369 steward and the Business Representative of the decision in writing.
- Step 4. If the IBEW Local 369 is still aggrieved after the decision of the Director of Human Resources, IBEW Local 369 may forward the grievance in writing to the Louisville Labor Management Committee ("Committee") or the Kentucky Department of Labor ("Labor Department") within seven (7) calendar days from the receipt of the Director of Human Resources' decision for mediation.

The Committee or Labor Department shall schedule a meeting with Metro Government, IBEW Local 369 steward, and the Business Representative to assist in its determination. If the mediation is not successful or not completed within sixty (60) days of the request for mediation, IBEW Local 369 may proceed to arbitration.
- Step 5. If the IBEW Local 369 is still aggrieved after the decision of the Director of Human Resources or if mediation is unsuccessful, the Business Manager/Financial Secretary or designee of IBEW Local 369 may within seven (7) calendar days from the receipt of the Director of Human Resources' decision or seven (7) calendar days after mediation is discontinued, whichever is later in

time, forward the grievance in writing to either the Louisville Labor Management Committee (“Committee”), or the Kentucky Department of Labor (“Labor Department”) or the Federal Mediation and Conciliation Service and ask the selected agency to furnish a panel of nine (9) arbitrators.

Each party will scratch the name of one listed arbitrator until eight (8) names have been scratched and the remaining member of the list shall serve as a disinterested, impartial arbitrator.

The parties shall equally share the expense of the arbitration itself. Expenses incurred in preparing for arbitration will be borne by each individual party.

The Arbitrator’s authority shall be limited to interpretation of this Agreement, and not modification of it, and shall be limited to the grievance presented. Within ninety (90) calendar days after the hearing, the Arbitrator will make a written determination and send copies to the Mayor, and IBEW Local 369 Business Representative of the arbitration decision. The Mayor will then advise IBEW Local 369 of his decision in writing within thirty (30) calendar days of receipt of the Arbitrator’s determination.

Section 3. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, IBEW Local 369 Business Manager/Financial Secretary or designee may advance the grievance to the next step.

Section 4. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of an extension or the termination of this Agreement.

ARTICLE 10. SENIORITY

Section 1. The seniority of a Member is defined as the length of continuous employment with Metro Government, or its predecessor governments, in Communication Services. All probationary employees must have completed their probationary period, after which their seniority shall then revert back to the most recent date of employment.

A Member transferring to Communication Services from another Metro Government department or division shall not include any such service in seniority hereunder except for those fringe benefits that are determined by an employee’s length of service, including, but not limited to, vacation or sick leave and pension benefits.

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

- a. Discharged for cause
- b. Resigns voluntarily or retires
- c. Laid-off and not recalled within twenty-four (24) months of such layoff;
- d. Fails to return to work by recall subsequent to a lay-off within five (5) working days after having been notified to do so by certified mail to last known address;
- e. Or fails to return to work after the termination of an approved leave of absence. Absence for proven sickness or injury shall not cause loss of seniority rights.

When a Member is terminated for any of the above reasons and is subsequently re-employed, he shall be considered a new employee for all purposes except as required by state or federal law and judicial decisions.

Section 3. Metro Government shall furnish IBEW Local 369 a seniority list based on hire date as an employee on July 1st and January 1st of each year.

Section 4. Members shall not be laid off during the term of this Agreement (this does not include termination for cause pursuant to Article 8, Discipline).

ARTICLE 11. JOB VACANCIES AND PROMOTIONS

Section 1. Vacancies will be filled from the appropriate eligibility list. If no list exists, notice for promotion will be posted by Civil Service for seven (7) working days. Subsequent vacancies will be made from the list established from the vacancy announcement.

Section 2.

(A) Appointments to the positions of Radio Technician I shall at all times be filled through the Civil Service promotional process from persons holding the position of Radio Technician Apprentice.

(B) Appointments to the positions of Radio Technician II shall be filled as promotions of Radio Technician I respectively. If, and only if, the Civil Service Board is unable to certify eligible candidates for promotion to those positions, the Metro Government and IBEW LOCAL 369 may agree on an alternative means for filling vacancies in the positions of Radio Technician II, but no such alternative means shall be used without the IBEW LOCAL 369's written agreement.

(C) Appointments to the position of Computer Aided Dispatch Analyst shall be at all times filled from the appropriate eligibility list through the Civil Service promotional process.

Section 3. Metro Government shall fill all promotional vacancies within 90 days, unless a new promotional list must be created.

Section 4. Metro Government shall notify the IBEW LOCAL 369 at least seven (7) days before making any recommendations to the Louisville Civil Service Board regarding changes in the job descriptions or minimum requirements for the positions of Radio Technician Apprentice, Radio Technician I, Radio Technician II, and Computer Aided Analyst.

Section 5. Metro Government will establish in-service training program or programs for Members. The purpose of such program or programs shall be:

- to encourage and enable employees to qualify for a promotion to higher rated positions;
- to promote safety, efficiency, skill, and ability in the performance of duties by the Members;

- to make possible more economical and efficient rendition of services;
- to develop skills of Members in their respective occupations;
- to recommend to the Civil Service Board minimum qualifications for appointments or promotion to any position;
- to assure proper use of and protection against inadvertent damage to equipment owned by Metro Government;
- to encourage employees to become career employees of Metro Government.

Section 6. For purposes of this Article, Metro Government and the IBEW LOCAL 369 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 Louisville Civil Service Board for review and consideration.

Section 7. Non-bargaining unit employees of Metro Government shall not perform the work of the bargaining unit.

ARTICLE 12. LAYOFF AND RECALL

Section 1.

(a) If it is necessary to reduce the number of employees, which will result in the layoff of Members in the classifications of Radio Technician Apprentice, Radio Technician I and Radio Technician II, such layoffs shall be in the reverse order of seniority. Members so laid off will retain and accumulate seniority rights for up to twenty-four (24) months during continuous layoff.

(b) If it is necessary to reduce the number of employees, which will result in the layoff of Members in the classification of Computer Aided Dispatch Analyst, such layoffs shall be in the reverse order of seniority. Members so laid off will retain and accumulate seniority rights for up to twenty-four (24) months during continuous layoff.

Section 2. When positions are reinstated, Members who were laid off in accordance with Section 1 (a) or Section 1 (b) of this Article shall be offered recall in the reverse order in which they were laid off.

Section 3. IBEW Local 369 Business Representative and stewards will be furnished copies of all official layoff and recall notices to the affected Member(s).

ARTICLE 13. WORK WEEK AND OVERTIME

Section 1. A standard workweek shall be forty (40) hours.

Section 2. There are three shifts, which shall each have a scheduled start and end time:

- a. first shift shall be from 8:00 A.M. to 4:00 P.M.
- b. second shift shall be from 4:00 P.M. to 12:00 midnight.
- c. third shift shall be from 12:00 Midnight to 8:00 A.M.

Section 3. All shifts worked for Radio Technician Apprentice, Radio Technician I, Radio Technician II and Computer Aided Dispatch Analyst shall include a thirty (30) minute paid meal period, which meal period for the second and third shifts shall be included within the shift hours and for the first shift shall be taken within one (1) hour of twelve noon, this includes Saturday, Sunday and holidays. All shifts shall include two 15-minute breaks during the workday, one at mid-point between start time and lunch and one at the mid-point of lunch and the end of the shift.

Section 4. Radio Technician Apprentice, Radio Technician I, Radio Technician II and Computer Aided Dispatch Analyst Members shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay, including any shift premium if applicable, for all hours worked in excess of a forty-hour workweek. Hours actually worked do not include any paid or unpaid leave taken during a workweek. If the total number of hours in a workweek exceeds forty (40) hours, but the employee has not actually worked in excess of forty (40) hours that week, then the employee is paid at straight time for all hours worked in that particular week.

Section 5. There will be no pyramiding of overtime.

Section 6. IBEW Local 369 shall administer scheduling for overtime. All overtime shall be allocated evenly.

Section 7.

- A. For vacancies of two (2) days or less for the positions of Radio Technician Apprentice, Radio Technician I and Radio Technician II, shift coverage shall be administered through the overtime board as provided in Section 4. Communication Services shall, except for unusual circumstances, seek volunteers for shift coverage by a change in shifts for vacancies of more than two days. If unsuccessful in securing volunteers, Communication Services shall mandate the least senior Member of the job classification that is vacant to fill the vacancy.
- B. For vacancies of two (2) days or less for the positions of Computer Aided Dispatch Analyst, shift coverage shall be determined by the Supervisor. Communication Services shall, except for unusual circumstances, seek volunteers for shift coverage by a change in shifts for vacancies of more than two (2) days. If unsuccessful in securing volunteers, Communication Services shall mandate the least senior Member of the job classification that is vacant to fill the vacancy.

Section 8. Shift Assignments

Seniority and compliance with posted job classifications/descriptions shall prevail in the selection of shift assignments, provided however, Metro Government shall determine how many Members are needed for each of the three shifts. If a Member selects a permanent shift, the Member shall remain on this shift for a minimum of three (3) months, except if rolled by a more senior Member. There will be mutually agreed trades between shifts.

ARTICLE 14. OVERTIME DISTRIBUTION AND EQUALIZATION

Section 1. **Unscheduled Overtime** is overtime defined as overtime which a Technician(s) does not have at least twelve (12) hours' notice. Radio Technician(s) I on shift duty shall first be offered the unscheduled overtime in accordance with the equalization procedure below, for shift coverage, followed by Radio Technician(s) II. In any other unscheduled overtime circumstance, the unscheduled overtime will be offered to Technician(s) off duty.

Section 2. **Unscheduled Overtime for Continuation of Work Project** shall be assigned to the Technician(s) that was assigned the project during their work shift.

Section 3. **Scheduled Overtime** is overtime defined as overtime that is posted at least twelve (12) hours in advance on the union bulletin board. Overtime will be offered to all the technician(s) in the same manner as provision "Section 1" above.

Section 4.

- A. Overtime for "Call-Outs" shall be offered to the Radio Technician II who is "on call." Call-outs on system related problems can only be performed by Radio Technician II's. Radio Apprentice(s) will not be eligible for "call-out" overtime. All "call-outs" shall be paid at the minimum of four (4) hours at the applicable overtime hourly wage rate and inclusive of travel time.
- B. "Call-Outs" pertaining to computer systems including, but not limited to, CAD (Computer Aided Dispatch), 9-1-1 telephony, software and other peripheral equipment can only be performed by the Computer Aided Dispatch Analyst who is "on-call". All call-outs shall be paid at the minimum of four (4) hours at the applicable overtime hourly wage rate and inclusive of travel time."

Section 5. If no technician(s) accepts the offer of overtime, the least senior technicians in the job classification needed shall be required to work.

Equalization Procedures: All overtime hours worked and/or offered will be calculated toward the equalization of overtime. An equalization overtime list will be posted on the Union bulletin board with the weekly overtime hours worked and/or offered the preceding week (Monday

through Sunday). The equalization overtime list will be updated each Monday. All hours worked and/or offered shall be charged in the following manner; if the technician(s) works and/or is offered overtime at one and one-half time 1 ½ the hourly rate the technician(s) shall be charged is one and one half 1 ½ hours.

ARTICLE 15. SALARY SCHEDULE

Section 1. The base hourly rate for Members hired prior to July 1, 2012 for Fiscal Year beginning July 1, 2016 and ending on June 30, 2017 shall be as follows:

Years of Service in the Department

	Step 1 0-1 Yrs	Step 2 1-3 Yrs	Step 3 3-6 Yrs	Step 4 6+ Yrs
Radio Technician Trainee	19.39			
Radio Technician I	22.92	24.03	25.23	26.46
Radio Technician II	24.75	25.97	27.24	28.63
Computer Aided Dispatch Analyst	23.37	24.50	25.70	26.97

Section 2. The base hourly rate for Members hired on or after July 1, 2012 for Fiscal Year July 1, 2016 and ending on June 30, 2017 shall be as follows:

Years of Service in the Department

	Step 1 0-1 Yrs	Step 2 1-6 Yrs	Step 3 6+ Yrs
Radio Technician Apprentice	16.00 (0-1yr.)	19.39 (1-2 yrs.)	
Radio Technician I	22.92	24.03	26.46
Radio Technician II	24.75	25.97	28.63
Computer Aided Dispatch Analyst	23.37	24.50	26.97

Section 3.

- (a) Effective July 1, 2017, and ending on June 30, 2018, the base hourly rate shall be increased by two percent (2%).
- (b) Effective July 1, 2018 and ending on June 30, 2019, the base hourly rate shall be increased by two percent (2%).
- (c) Effective July 1, 2019 and ending on June 30, 2020, the base hourly rate shall be increased by two percent (2%).

(d) Effective July 1, 2020 and ending on June 30, 2021, the base hourly rate shall be increased by two percent (2%).

(e) Effective July 1, 2021 and ending on June 30, 2022, the base hourly rate shall be increased by two percent (2%).

Section 4. Based upon the Member's seniority, a Member shall be placed on the appropriate step of the pay schedule and shall progress through the steps of the scale as indicated, except for Red-Circled Members. "Red Circled Members" are Members whose rate of pay exceeds the amount designated for **his/her step** in the salary schedule for their classification. When the Members' pay rate no longer exceeds the pay designated for **his/her step**, that Member shall resume receiving step increases. Red Circled Members, however, **shall receive the same annual percentage increase** in base pay as other Members. No Member who is promoted or reclassified from a Radio Technician I to a Radio Technician II shall take a reduction in rate of pay.

Section 5. The Parties agree to provide the following longevity schedule effective as of July 1, 2016:

YEARS OF SERVICE	ANNUAL LONGEVITY PAY	
	7/1/2016	7/1/2018
Less than 3 years	\$ 0	\$ 0
After 3 years but less than 5 years	\$100	\$300
After 5 years but less than 10 years	\$200	\$700
After 10 years but less than 15 years	\$250	\$750
After 15 years but less than 20	\$300	\$800
After 20 years but less than 25	\$350	\$850
25 years or more	\$400	\$900

Payment of the longevity amount by direct deposit will be at the time of the first regular pay period after October 1 of each fiscal year for Members employed on September 15th of the respective fiscal year. Longevity will be based upon continuous employment with Metro Government.

Section 6. A Member successfully completing the NIMS Certified All Hazards Type III COML; COMT, Comp TIA A+ or Comp TIA Network + Courses shall receive a fifty (.50) cent supplement in addition to the Member's base rate of pay effective from the date of completing all components of the training. (See Addendum 1 for Training Procedures) Metro Government shall reimburse the Member for the costs of exams and materials for successful completion of Comp TIA A+ and Comp TIA Network certifications.

A Member that completes one (1) or more of the above courses shall receive only one (1) fifty cent (.50) supplement total payable upon execution of this CBA.

Section 7. Metro Government will provide to the IBEW Business Representative and shop steward a copy of the wage scale upon its adjustment each fiscal year.

ARTICLE 16. TOOL MAINTENANCE ALLOWANCE AND REQUIRED CLOTHING

Section 1. Members who have completed their probationary period shall be provided tools, as determined by the shop supervisor with input from the steward.

Section 2. Metro Government shall provide the following new uniforms annually as required.

- A) Shirts - 5
- B) Pants - 3
- C) Shoes - 1 pair, black
- D) Belt - 1, black
- E) Jacket - 1, as needed

(Work damaged Uniforms shall be replaced by Metro Government)

Section 3. Metro Government shall provide and maintain (1) rain suit (two-piece) sized to fit sizes small, medium, large and extra large, for each Member.

Section 4. Members will receive a one-time lump sum tool allowance payment in the amount of One Thousand Dollars (\$1,000.00) payable upon execution of this CBA.

ARTICLE 17. ACCRUAL AND SCHEDULING OF ANNUAL LEAVE/HOLIDAYS

Section 1. Accrual of annual leave

A. Annual vacation leave with pay shall accrue and be granted to all Members covered by this Agreement, hired prior to July 1, 2012, in the manner outlined below. Upon completion of the first six (6) consecutive months of employment or re-employment, a Member shall have earned credit of one (1) workweek. Upon completion of the second consecutive six (6) months of employment, a Member shall have earned additional credit of one (1) workweek.

Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

<u>AFTER YR OF SERVICE</u>	<u>DAYS PER YEAR</u>	<u>HOURS ACCRUED PER PAY</u>
0	20.0	6.15
1	21.0	6.46
2	22.0	6.77
3	23.0	7.08
4	24.0	7.38
5	25.0	7.68
6	26.0	8.00
7	27.0	8.31
8	28.0	8.62
9	29.0	8.92
10	30.0	9.23
11	31.0	9.54
12	32.0	9.85
13	33.0	10.15
14	34.0	10.46
15	35.0	10.77

A Member who has completed at least one (1) year of employment shall earn regular annual vacation credit of two (2) work weeks, plus one extra work day per week for each year of employment completed to a maximum of two additional work weeks, i.e., fifteen (15) days, per year, for a cumulative maximum total of twenty-five (25) days per year, which credit shall accrue monthly on a pro-rated basis. For the purpose of this Section, in determining the rate by which additional vacation credit shall be earned, all of a Member's compensated employment with Metro Government or its predecessor governments, whether continuous or not, shall be given recognition.

For the purpose of this section, all of a Member's services, whether continuous or not, shall be recognized in determining the number of years of service. This accrued schedule of hours represent the addition of eight hours for each of the eight holidays recognized by Metro Government and two floating holidays plus the number of eligible vacation hours as determined by the Member's length of service.

B. Annual vacation leave with pay shall accrue and be granted to all Members covered by this Agreement, hired on or after July 1, 2012, in the manner outlined below. Upon completion of the first six (6) consecutive months of employment or re-employment, a Member shall have earned credit of two and one-half (2 1/2) workdays. Upon completion of the second consecutive six (6) months of employment, a Member shall have earned additional credit of two and one-half (2 1/2) workdays.

Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

<u>AFTER YR OF SERVICE</u>	<u>DAYS PER YEAR</u>	<u>HOURS ACCRUED PER PAY</u>
0	15.0	4.62
1	16.0	4.94

2	17.0	5.24
3	18.0	5.54
4	19.0	5.86
5	20.0	6.15
6	21.0	6.46
7	22.0	6.77
8	23.0	7.08
9	24.0	7.38
10	25.0	7.68
11	26.0	8.00
12	27.0	8.31
13	28.0	8.62
14	29.0	8.92
15	30.0	9.23

A Member who has completed at least one (1) year of employment shall earn regular annual vacation credit of one (1) work week, plus one (1) extra work day per year for each year of employment completed to a maximum of fifteen (15) days, per year, for a cumulative maximum total of twenty (20) days per year, which credit shall accrue monthly on a pro-rated basis. For the purpose of this Section, in determining the rate by which additional vacation credit shall be earned, all of a Member's compensated employment with Metro Government or its predecessor governments, whether continuous or not, shall be given recognition.

For the purpose of this section, all of a Member's service, whether continuous or not, shall be recognized in determining the number of years of service. This accrued schedule of hours represent the addition of eight hours for each of the eight holidays recognized by Metro Government and two floating holidays plus the number of eligible vacation hours as determined by the Member's length of service.

C. A Member shall not accrue more than sixty (60) days of annual leave credit at the completion of any given pay period. Any such credit in excess of sixty (60) workdays shall lapse immediately upon entitlement.

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

Section 2. *Scheduling of vacations*

A) There is no period when Members may not use vacation leave.

B) All requests for vacation shall be submitted to the supervisor(s) or acting supervisor(s), and answered in writing in a timely manner using supplied forms. Requests will be considered based upon the workload and the number of technicians scheduled for the shift. Generally, if a Member is scheduled to work alone, requests will be denied, but shall be evaluated on a case-by-case basis.

C) Requests for any period of five (5) days or more must be submitted at least fourteen (14) days, but no more than thirty (30) days prior to the effective date of the requested vacation.

D) All other requests must be submitted at least twenty four (24) hours in advance; with the exceptions of emergency or family hardship; which will be granted at the discretion of the supervisors of Communication Services. Communication must be established between supervisor and Members in such cases for proper authorization of time off to take place.

E) Vacation leave shall not be computed as time worked.

Section 3. *Personal Day*

Each Member shall receive one (1) paid personal day per calendar year, January 1 through December 31. Use of the personal day shall be approved by the shop supervisor. Such approval shall not be unreasonably withheld.

Section 4. *Holiday Pay*

A. The following eight (8) holidays are recognized by Metro Government for all permanent full-time Members. In addition Metro Government recognizes two floating holidays each calendar year. The accrued schedule of hours above represent the addition of eight (8) hours for each of the listed holidays below and the two floating days plus the number of eligible vacation hours as determined by the Member's length of service.

New Years Day
Martin Luther King's Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

B. Pay for holidays not worked: An eligible Member shall be granted vacation hours as set forth above.

C. Pay for holidays worked: For all hours worked on any of the holidays specified above, a Member shall be paid at the rate of one and one-half times (1 ½) their regular hourly rate of pay.

D. Holiday pay is agreed as follows:

1. There are eight (8) official "Holidays" which Metro Government recognizes.
2. If a Member has a weekly "start day" of Monday and has a workweek of Monday through Friday, then that Member will be compensated at his/her base hourly wage rate for the "Official Holiday" (i.e., all regular shift hours on that specific date).

3. If a Member has a start day and workweek other than set forth in (2) above, the "Holiday" shall be recognized and compensated on the actual day on which the Holiday falls. (Example: If a Member's work week begins on a Wednesday, and the Holiday is in fact naturally occurring on Friday and that Member works that day, that Member would be paid (a) "straight time" rate (base hourly wage rate) for all hours worked and b) "vacation pay" for all hours worked on the Friday holiday (based on the hourly vacation accrual wage rate set forth above).

4. Any Member who works on a Holiday as set forth above shall receive as a "Premium Pay" and additional one half (1/2) of the Member's base hourly wage rate for all hours worked on the Holiday.

5. As such, this overtime pay shall not be pyramided.

6. With the request of the Member and the approval of the Supervisor, any Member who works on the recognized Holiday shall have the election to defer the eight (8) hour accrued vacation and pay, or be paid for that respective eight (8) hour accrued vacation and pay.

ARTICLE 18. INSURANCE

Section 1. Life Insurance and Dental Insurance

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 times the Member's annual salary up to a maximum of Fifty Thousand (\$50,000.00) 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 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.

It is agreed that Members may also purchase dental insurance where the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dental insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 2. 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 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute 75% of the premium

cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall increase or decrease for a majority of Metro Government employees, the percentage contributions for Members shall increase or 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 3. *Legal Protection*

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

Section 4. *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.

ARTICLE 19. SAFETY AND HEALTH

Section 1. Metro Government shall make reasonable provisions for the safety and health of its Members consistent with applicable local, state and federal laws. The following jobs require a minimum of two (2) Members:

- a. Areas where height would present a hazard (i.e. roof tops, radio towers, CD Siren platforms, or other tall structures).
- b. Areas where possible direct exposure could occur to high voltages and/or high current sources.

If, in a Member's judgment, a job is unsafe for one person, that Member shall immediately communicate with the appropriate supervisor to discuss the conditions.

If the situation is unresolved by such discussion, the supervisor shall travel to the scene and with the Member evaluate the situation, direct the Member concerning the proper completion of the task and determine the need for additional personnel. The IBEW LOCAL 369 agrees to cooperate with Metro Government in this respect and shall confer with the shop supervisor from time to time.

Section 2. It shall not be a violation of this Agreement for a Member to refuse to operate a vehicle, or any equipment, that does not meet the requirements of any Federal, State or Local laws relating thereto. However, no Member is authorized to determine that a vehicle or

any equipment does not meet the above-described standards. If a Member believes that a vehicle or a piece of equipment is unsafe, he shall report that fact to the appropriate supervisor who shall then determine the status of the vehicle or equipment. Any disagreement between a Member and management shall be treated as a grievance and a Union Steward shall be contacted immediately and a hearing held promptly. If such a disagreement should occur, the Member shall have the option of performing the assigned work until the end of the shift or, in the alternative, clock out and leave work for the remainder of the shift.

Section 3. Members must wear safety equipment as required by Metro Government or by OSHA for a particular task or job; such safety equipment will be supplied by Metro Government.

ARTICLE 20. CERTAIN BENEFITS

Section 1. JURY DUTY AND WITNESS LEAVE

Any Member who is summoned for jury duty, and who as a result thereof is required to be absent from his or her normal assigned hours of work, shall be compensated at his or her regular rate of pay for the actual time of such absence required thereby.

Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government in 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, is considered to be at work and will be compensated accordingly.

In both instances, however, the Members recognize their obligation to return to work immediately upon their release by the court, it being the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required.

Section 2. FUNERAL LEAVE

Members may be granted funeral leave with pay in the case of death in a Member's immediate family, meaning parents, spouse, parents-in-law, child, grandchild, sister, brother, sister-in-law, brother-in-law, grandparents, aunts or uncles regardless of residence, nieces and nephews, or a qualified adult/domestic partner as defined by Metro Government's Personnel Policy. Members may be compensated for a period not to exceed three (3) regularly scheduled workdays with the approval of the shop supervisor. Proof of death shall be furnished upon request. The last day for which funeral leave with pay shall be granted is the day after the funeral. A Member's vacation shall not be considered part of this funeral leave.

Section 3. MILITARY LEAVE

Pursuant to KRS 61.396 and KRS 61.394, employees 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,

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, employees, 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 4. LEAVE OF ABSENCE WITHOUT PAY

The Director may grant leaves of absence without pay to Members, up to two (2) weeks. When such leaves exceed the two (2) weeks they shall be approved by the Mayor's office. Leaves of absence may extend up to six (6) months in duration and may be renewed upon proper application.

Section 5. WORKERS COMPENSATION

Metro Government shall provide Workers Compensation coverage for all Members covered by this Agreement. Metro Government shall permit an injured Member, who is covered by Workers Compensation and who also has sick leave accumulated to his credit, to elect (in case of injury on the job) to draw from accumulated sick leave (if any) an amount which when added to his Workers Compensation pay (if any) would equal his normal weekly earnings; provided, however, that in order to draw from accumulated sick leave pursuant to this section a Member must first execute an Agreement with Metro Government under which Metro Government subrogated to any claim for damages such Member may have against any third party or parties causing such injury, and provided further that any such subrogation shall only extend to and not exceed the amount paid the Member by Metro Government as sick leave pay under this Article.

Section 6. SICK LEAVE

A. Members hired prior to July 1, 2012, shall accrue sick leave with pay, except as hereinafter stated, at the rate of one (1) workday of earned sick leave for each full month of continuous service. Members hired on or after July 1, 2012, shall accrue sick leave with pay, except as hereinafter stated, at the rate of three-quarters (3/4) workday of earned sick leave for each full month of continuous service.

B. 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 an illness in the Member's immediate family, requiring the presence of the Member. The immediate family of the Member shall be regarded to include the parents, wife, husband, and children, or other relatives living in the household of the Member and a person for whom the Member is a court appointed guardian. Such leave, if in excess of two (2) consecutive days, and is due to causes other than the Member's incapacity, shall require the specific approval of the shop supervisor.

C. Unused sick leave shall be cumulative without any maximum, but in no event shall a Member, absent other provisions of law, be paid for any unused sick leave upon termination, subject to the limitations of the Sick Leave Incentive Plan.

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

E. No Member shall receive credit toward the sick leave accrual for time not actually expended on the job, except for designated holidays, vacation, sick leave, military leave (or other periods of utilization of vacation or sick leave credit), and other authorized leaves with pay as set forth herein. Time off for sick leave shall not be computed as time worked.

F. A Member shall communicate with the shop supervisor before, if possible, or within one (1) hour after the time set for the beginning of the normal work period to request paid sick leave.

G. A Member claiming sick leave may be required to furnish competent proof of the necessity for such absence. Competent proof shall not be required unless specifically requested by the shop supervisor at the time of the absence. Metro Government shall have the right in all cases of illness, or reported illness, to require examination by a reputable physician.

H. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including summary dismissal. Members who consistently use their sick leave as it is earned or who fail to accumulate it may be asked to resign from the service.

I. The Members are eligible to participate in a Sick Leave incentive Plan. Members will accrue one half (1/2) of an incentive day for each three (3) months without the use of any sick leave. An additional incentive day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) incentive days per twelve (12) month period. Employees may not accrue more than ten (10) incentive days, nor will employees be paid for incentive days upon termination of employment.

Section 7. OLD AGE AND SURVIVORS INSURANCE SYSTEM

Metro Government is a participant in the Social Security System and the benefits of Old Age and Survivors Insurance are extended to Members.

Section 8. RETIREMENT SYSTEM FOR CIVILIAN EMPLOYEES

Metro Government shall participate in and abide by all statutes governing the Kentucky Retirement Systems established by the Kentucky legislature.

Section 9. TUITION REIMBURSEMENT

The Members are eligible to participate in the Tuition Reimbursement Program. The Director of Human Resources, or designee, shall be responsible for administering any tuition assistance program established and funded by Metro Government. The Director of Human Resources shall establish appropriate guidelines for the administration of a tuition assistance program. An application for tuition reimbursement must be approved by the Department Director and submitted to the Director of Human Resources or designee, prior to the start of the semester or class for which aid is sought. A Member shall be reimbursed only when he/she successfully completes educational or vocational courses that the Director of Human Resources determines are job related or represent a promotional opportunity in Metro Government.

Section 10. *DEPENDENT CARE*

Metro Government will offer to all Members the option of participation in the Pre-Tax Premium Plan and/or Dependent Care Account pursuant to the same terms, conditions, requirements and obligations for any and all other employees of Metro Government.

Section 11. *DIRECT DEPOSIT*

Metro Government agrees to honor the written request of individual Members to have their regular pay, if directly deposited, credited to multiple accounts in a federally approved credit union or bank of their choice.

ARTICLE 21. ENTIRE AGREEMENT

Section 1. The Metro Government and IBEW Local 369 shall not be bound by any requirement that is not specifically stated in this Agreement. Metro Government is not bound by any past practice or understanding of the former City of Louisville or Jefferson County Government unless recognized by this Agreement. However, Metro Government shall not unilaterally change or modify a historical practice without first discussing the change with IBEW Local 369.

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 the Metro Government representative and the representatives of IBEW Local 369.

ARTICLE 22. NO SUBCONTRACTING

Metro Government shall not subcontract or out-source any electrical and electronic maintenances, installation or repairs with a total amount under \$500,000.00, which has been historically performed by the Members; except in the case of new technological installations that require specialized equipment and/or knowledge. Before Metro Government subcontracts or out-sources the new technology project, the Director or designee shall meet with the Union to discuss the feasibility to retain the work to in-house. Prior to this meeting, Metro Government shall furnish in writing to the Union a detailed description and specification of the project including the starting and completion dates. If afterwards Metro Government decides to subcontract or out-source the project, the Director or designee shall notify the Union of the decision.

ARTICLE 23. SUCCESSOR CLAUSE

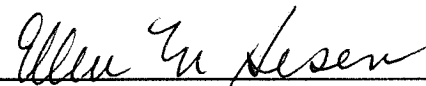
This Agreement shall be binding upon Metro Government and IBEW and their respective transferees, successors, and assigns, regardless of structured form, unless IBEW Local 369 agrees otherwise, and such successors, transferees and assigns will faithfully comply with all of its provisions. In the event Metro Government transfers the work of the Communication Services or merges with any other entity of any type of structure, Metro Government shall continue to be liable for the complete performance of this Agreement until or unless that entity expressly acknowledges in writing that it is fully bound by the terms of this Agreement. The parties agree that this Agreement shall be binding upon their successors and the successors shall be required to acknowledge in writing that they are bound by this Agreement.

ARTICLE 24. TERM

Section 1. This term of this Agreement shall be July 1, 2016 to June 30, 2022. It shall become effective upon approval of the IBEW Local 369 membership, the Mayor and the Metro Council.

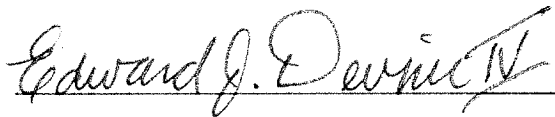
Section 2. Either party wishing to terminate, amend or modify this Agreement on the expiration date of June 30, 2022, must so notify the other party, in writing not less than sixty (60) days prior to June 30, 2022. Within sixty (60) calendar days of receipt of such notification by either party, a conference shall be scheduled between Metro Government and IBEW Local 369 for the purpose of negotiating such amendment, modification or termination. If no notification is given, this Agreement shall automatically be renewed for one (1) year, in like manner and from year to year thereafter.

**LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT**

BY: 
GREG FISCHER, MAYOR

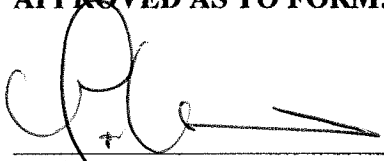
Date: 10/13/16

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL CIO-CLC, IBEW LOCAL 369**

BY: 
BUSINESS REPRESENTATIVE

Date: 10-4-16

APPROVED AS TO FORM:

 ACA
Michael O'Connell,
Jefferson County Attorney

ADDENDUM I
All-Hazards Type III Communications Unit Leader

The Communications Unit Leader (COML) is a position under the Logistics Section of the Incident Command System (ICS) (see pages 57-58 of the National Incident Management System [NIMS], which is available at http://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf). The COML's responsibilities include developing plans for the effective use of incident communications equipment and facilities, managing the distribution of communications equipment to incident personnel, and coordinating the installation and testing of communications equipment. The COML will supervise other members of the Communications Unit such as the Communications Technician (COMT), Radio Operator (RADO), and Incident Communications Center Manager (INCM) during a Type III incident. The prerequisites contained herein are determined and set forth by the United States Department of Homeland Security (DHS) and the Office of Emergency Communications (OEC). They are periodically reviewed by these agencies and can be amended by such without advanced notice.

Type III COML Course Prequalification's

Candidates should meet the following criteria:

1. A public safety communications background with exposure to field operations. This experience will be validated by the authority who supervises the applicant.
2. Fundamental public safety communications technology, supervisory, and personnel management skills. These include, but are not limited to, knowledge of:
 - local communications and communications systems
 - frequencies and spectrum technologies
 - local topography
 - system site locations, including knowledge of State, regional, local communications plans and knowledge of regional and local TICPs, if available
 - communications and resource contacts

This experience will be validated by the authority who supervises the applicant.

3. Completion of the following online training courses located at <http://training.fema.gov/IS/NIMS.asp> :
 - IS-700.a NIMS, An Introduction; which explains the purpose, principles, key components, and benefits of the NIMS. The course also contains Planning Activity screens, which allow participants to complete planning tasks during the course. <http://training.fema.gov/emiweb/is/is700a.asp>
 - IS-800.b National Response Framework, An Introduction; which introduces participants to concepts and principles of the National Response Framework. <http://training.fema.gov/emiweb/is/is800b.asp>
 - IS-100.b Introduction to Incident Command System, ICS-100; which introduces the Incident Command System (ICS); provides the foundation for higher-level ICS training; and describes ICS history, features, principles, and organizational structure, as well as the relationship between the ICS and NIMS. <http://training.fema.gov/emiweb/is/is100b.asp>
 - IS-200.b ICS for Single Resources and Initial Action Incidents, ICS-200; which provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS. <http://training.fema.gov/EMIWeb/IS/IS200b.asp>
4. Completion of the following instructor led classes:
 - ICS-300 Intermediate ICS for Expanding Incidents: provides training and resources for personnel who require advanced knowledge and application of the ICS. This course expands upon information covered in the ICS-100 and ICS-200 courses. This is a classroom/instructor led course that is unavailable online. MetroSafe has a certified instructor for ICS-300 and interested personnel that have completed and acquired the above certificates should request to be placed on the roster for the next available class.
5. Completion of ICS-400 is strongly recommended but not mandatory at the time of this writing. Please confirm there are no changes to this before application to All-Hazards Type III COML course:
 - ICS-400 Advanced ICS, Command and General Staff: provides training and resources for personnel who require advanced application of ICS. This course expands upon information covered in ICS-100 through ICS-300. This is a classroom/instructor led course that is administered by the Kentucky Emergency Management Agency.
6. Register for the All-Hazards Type III COML class:
 - Register for the next All-Hazards Type III COML class administered by Kentucky Emergency Management Agency and the Office of Emergency Communications by visiting the Kentucky Emergency Management training web site: <http://kvem.ky.gov/training/Pages/default.aspx> and enrolling for the next available class. Upon successful completion of the class, students must meet the requirements set forth by their State to become a certified COML. This process includes the completion of a task book. The task book may be found at: <http://www.safecomprogram.gov/SiteCollectionDocuments/AllHazardsICSCommunicationsUnitLeaderTaskBook.pdf>