

ORDINANCE NO. 105, SERIES 2014

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JUNE 13, 2014 - JUNE 30, 2017) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2629 (AFSCME) CONCERNING CERTAIN EMPLOYEES OF THE LOUISVILLE ZOO.

SPONSORED BY: Councilman David Jardy

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the American Federation of State, County and Municipal Employees (AFSCME), Local 2629, concerning certain employees of the Louisville Zoo.

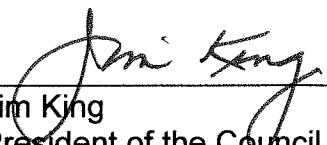
BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

Section I. The Collective Bargaining Agreement (June 13, 2014 through June 30, 2017) reached between Louisville/Jefferson County Metro Government an AFSCME, Local 2629, for and on behalf of bargaining unit employees within the Louisville Zoo 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

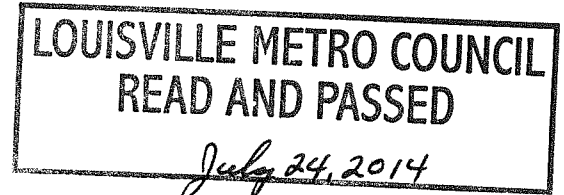
Greg Fischer
Mayor

7/31/14

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



BY: *Sarah J. Martin*

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

AND

AFSCME LOCAL 2629

**ON BEHALF OF CERTAIN EMPLOYEES OF
THE LOUISVILLE ZOO**

Effective Date: 6/13/2014

Expiration Date: JUNE 30, 2017

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 13th day of June, 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 Zoo 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 the Louisville Zoo for whom AFSCME was recognized as the 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. Now, therefore, the parties agree to be bound by the following terms and conditions.

Section 3. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

Section 4. Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

Section 5. In the event Metro Government transfers, sells, leases or subcontracts the Zoo to a successor, it shall require the successor to honor the terms and conditions of this Agreement through its expiration date.

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 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 the Zoo 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

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Zoo Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Human Resources Director from adopting rules applicable to the Members not inconsistent with the express provisions of this Agreement relating to qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

ARTICLE 4. 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.

ARTICLE 5. 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 the 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 the 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 canceled. 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 Metro Government and affected Members.

Section 3. AFSCME dues and fair share fees shall be deducted biweekly in an amount certified by AFSCME. All AFSCME dues and fees, including fair share fees, deducted 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 (10th) 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 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 the Union 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. 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 6. UNION BUSINESS AND UNION STEWARDS

Section 1. Contract Negotiations

AFSCME may select not more than six (6) Members to represent AFSCME in the negotiation of a collective bargaining agreement during working hours without loss in compensation. There shall be no more than one (1) Member from any area; Glacier Run, Gorilla Forest, Birds, HerpAquarium, Commissary, NightKeepers, Giraffe Area, The Valley, Horticulture, Maintenance, Education, Cash Management, Gift Shop, Administration, Development, Marketing/PR, Group Sales, Guest Services, Membership, Rides and Attractions, AHC/Conservation Area, Elephants, Islands, Human Resources, Animal Management and Events. The names of such representatives of AFSCME shall be submitted to the Zoo Director or designee.

Section 2. Stewards and Service Officer

(A) AFSCME shall designate four (4) Stewards for the bargaining unit representing Members covered by this Agreement. 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 Zoo business; (c) administration of the Agreement; and union representation for a Member when requested at any disciplinary hearing.

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 efforts to allow the Steward to leave his workstation and the permission of the supervisor shall not be unreasonably withheld.

(B) A Union Officer from the Zoo or designee will also serve as the Service Officer for the bargaining unit. The Service Officer will be subject to all the provisions set forth in this

Article. The Service Officer will hold a full-time position with the Zoo Department but shall be allowed reasonable time off to act as Service Officer.

(C) Metro Government shall grant time off up to a maximum of ten (10) working days per year with pay for the bargaining unit, cumulatively, for the performance of Union business by either the Union Officer of the Zoo or designee. For permission to utilize such leave, a written request for approval shall be submitted to the Director or designee fifteen (15) working days prior to such leave.

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, Zoo, 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 and shall be on AFSCME letterhead. Copies of any material so posted shall be furnished to the Zoo 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 Zoo Director or designee prior to distribution.

(B) Access to work locations. With reasonable notice to the Zoo Director or designee and with the approval of the Zoo Director or his designee, both employee and non-employee representatives of AFSCME shall be allowed access to work locations not accessible to the general public.

(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. Unpaid leaves approved.

Upon the approval of the Zoo Director or designee and at the request of AFSCME, up to two (2) Members who are elected or appointed to positions with AFSCME may be granted leave without pay for no more than six (6) months. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two (2) weeks written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement.

Section 5. Union insignia

Members shall be allowed to wear reasonably sized pins or buttons reflecting membership in AFSCME, provided, however, Members shall be required to have said reasonable size pins or buttons approved by the Zoo Director or his designee prior to wearing said pins or buttons on their uniform. Such approval shall not be unreasonably withheld.

Section 6. *Record of New and Re-Hired Employees*

The Zoo shall notify AFSCME within a reasonable period of time of any vacant positions, terminated positions, and any new employee that is added to the payroll in a position covered by this Agreement.

Section 7. *Notice of policy changes*

The Zoo shall give prior notice to AFSCME in writing of any Zoo policy changes affecting Members.

Section 8. *Labor-Management Meetings*

The Zoo and AFSCME may meet monthly upon agreement of the parties at a fixed date and time to discuss issues of interest to both. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change this Agreement. AFSCME may have present the Union Officer from the Zoo or designee and up to two (2) union Officers or Stewards and one (1) non-employee representative.

Section 9. *Union Meetings*

Upon a request by an AFSCME representative and space being available, AFSCME may meet with Members on Zoo grounds outside of regular working hours.

Section 10. *Union Orientation*

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

Section 11. *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 7. DISCIPLINE

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing 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. Metro Government shall have thirty (30) days from the date that Metro Government's representative knew of a Member infraction to impose discipline for any infraction that may have occurred.

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. Major infractions are defined as infractions that were not handled with progressive discipline or include suspension or dismissal.

No previous infractions may be considered except for those brought within the immediate preceding one (1) year.

- a. **COUNSELING:** In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. Metro Zoo will maintain a written record of such counseling. Counseling is not discipline.
- b. **WRITTEN WARNINGS:** When infractions of rules are more serious or there are repeated minor infractions, a supervisor may issue a written warning to a Member. Written warnings shall be in writing and given to the Member and his Steward. The Zoo 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 more serious 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 Zoo 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 Zoo 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 Zoo 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 are 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.

Section 4. Transfers or shift changes shall not be made for punitive or arbitrary reasons.

Section 5. A copy of any disciplinary action that is to be placed in a Member's file shall be given to that Member and the Union by giving same to the Union Steward, with the Member's permission.

Section 6. Any disciplinary notice provided to the Member shall also be provided to AFSCME whether or not the Member waives representation, with the Member's permission.

ARTICLE 8. 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. Grievances may be filed for, but not limited to, the following:

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Disciplinary actions

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 seven (7) consecutive 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 seven (7) consecutive days of the conference, request, in writing, a conference with the Zoo Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Zoo Director or designee within ten (10) days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) days of the conference. The Member at this step shall be allowed, but not limited to, representation by 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 seven (7) consecutive days of receipt of the Zoo 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 at this and all subsequent steps shall be allowed, but not limited to, representation by 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 Zoo 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) workdays 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 thirty (30) days, to a mediator from the Kentucky Labor Cabinet. 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. 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, the Member or AFSCME may advance the grievance to the next step.

Section 5. 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 the termination of this Agreement.

Section 6. 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 7. AFSCME reserves the right to settle grievances at any stage.

ARTICLE 9. SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Zoo Seniority of a Member begins with the most recent date of employment with the Zoo in an AFSCME position. Metro-wide seniority of a Member begins with the most recent date of employment with Metro Government, the former City of Louisville or the former Jefferson County, as the case may be. Provided, however, all probationary employees must have

completed their probationary period after which their seniority shall then revert back to the most recent date of employment.

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

- a) Terminated for just cause;
- b) Voluntarily resigns;
- c) Laid-off and not recalled within two (2) years of such layoff;
- d) Fails to return to work by recall subsequent to a lay-off within five (5) days after having been notified to do so by certified mail to last known address.

When a Member is terminated for any of these reasons and is subsequently re-employed, 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 annual leave, 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. The Zoo shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every six (6) months.

Section 6. When two (2) or more new hired Members have the same seniority date, the Member with the oldest Date of Birth will be determined to have seniority over the other.

Section 7. Unless otherwise provided within this Agreement to the contrary, Zoo seniority shall be used to determine annual leave scheduling; shift assignment; off days; overtime scheduling, non-promotional job bidding and temporary upgrades for which the Member meets the minimum qualifications for the position. Metro-wide seniority shall be used to determine longevity.

ARTICLE 10. JOB VACANCIES

Section 1. When the Metro/Zoo determines that a vacant position is to be filled or a job is created in a position covered by this Agreement, the notice of the position to be filled shall be posted for five (5) working days in conspicuous locations appropriate for such notice in Zoo facilities and a copy given to AFSCME. Members interested in the posted vacancy shall fill out a bid sheet, available in the Human Resources office of the Zoo and return the bid sheet to the Zoo's Human Resources manager or designee.

Section 2. A promotion shall be based on the following criteria: a) qualifications; b) disciplinary actions using major infractions only that occurred within the previous twelve (12) months at Management's discretion; and c) seniority. The successful bidder shall have 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.

Section 3. The Zoo Director or designee shall have the right to fill the position temporarily for a maximum of twelve (12) months, provided, however temporary assignments must meet the standard set forth above.

Section 4. AFSCME shall be notified as to the names of the applicants in the bargaining unit applying for the position and the name of the person awarded the position.

Section 5. The Member who is awarded the position/vacancy shall receive the new rate of pay and classification seniority no later than the beginning of the next pay period.

Section 6. If a Member receives a promotional position, he shall be placed in Step 1 of the promotional pay range if that step provides an actual increase in wages for the Member. If not, the Member will be placed in the Step of the promotional pay range that provides the Member with a two percent (2%) wage increase.

Section 7. A Member who is awarded another position within the bargaining unit must remain in that position for one (1) year from the date of the actual transfer before using his/her seniority to secure a job vacancy that would be considered a demotion or lateral transfer, including any move from a full-time to a part-time position. Promotions, as well as any move from a part-time to a full-time employment, shall not be restricted by this clause.

ARTICLE 11. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of Zoo employees that will affect Members covered by this Agreement, AFSCME shall be notified as soon as practical.

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 shall be in the reverse order of seniority as defined in Article 9 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. Members laid off will retain and accumulate seniority rights during such layoff as outlined in Article 9.

Section 7. AFSCME Officers and Stewards at the time of layoff shall hold “super seniority” for the purpose of layoff only.

Section 8. Upon recall into another Zoo position during the Member’s layoff, the Member’s seniority will continue as such had they never been laid off.

ARTICLE 12. WAGE SCHEDULE AND LONGEVITY PAY

Section 1.

- A. Members will move within the “Wage Schedule” based on years of service in their respective classification. Provided, however, if a Member’s rate of pay is higher than is designated on the pay scale herein, the Member shall continue to receive the higher pay. When the Member’s pay rate no longer exceeds the pay designated for the Member’s years of service in the classification, that Member shall resume receiving step increases.

JULY 1, 2013 - JUNE 30, 2014

		<u>Years of Service in the Classification</u>			
		Step 1	Step 2	Step 3	Step 4
Job Code	Job Title	0-1 Yr	1-3 Yrs	3-6 Yrs	6+ Yrs
031220	Administrative Assistant Z/U	13.65	14.35	15.00	15.76
031330	Administrative Clerk Z/U	10.60	11.13	11.68	12.27
079540	Auto Maint Mech Z/U	17.33	18.24	19.08	20.05
063600	Carpenter Z/U	15.71	16.53	17.33	18.24
033940	Cashier Coordinator Z/U	13.06	13.71	14.35	15.06
033990	Cashier Z/U	11.62	12.14	12.73	13.39
065510	Custodian I Z/U	11.20	11.74	12.39	12.95
059390	Development Specialist Z/U	15.76	16.58	17.39	18.29

035330	Education Assistant	13.79	14.49	15.23	15.99
035360	Educator I Z/U	18.24	19.08	20.05	21.11
059550	Group Sales Assistant	12.05	12.64	13.28	13.93
072390	Horticulturist Worker	16.86	17.70	18.60	19.53
089690	Keeper I Z/U	14.29	14.94	15.71	16.53
089660	Keeper II Z/U	15.71	16.53	17.33	18.24
089630	Keeper III Z/U	17.33	18.24	19.08	20.05
064600	Maint. Mech Z/U	20.05	21.11	22.05	23.17
062660	Maint. Worker II Z/U	13.61	14.29	14.96	15.71
064500	Maint. HVAC/Mech Z/U	20.37	21.39	22.46	23.58
015930	Payroll Specialist Z/U	16.62	17.45	18.32	19.24
033390	Receptionist Z/U	10.38	10.90	11.44	12.02
063240	Zoo Electrician	19.41	20.39	21.41	22.48
089450	Zoo Registrar Z/U	16.05	16.87	17.71	18.59
033510	Zoo Service Clerk	9.29	9.73	10.22	10.73
071630	Zoo Service Worker	9.29	9.73	10.22	10.73

Section 2. Effective July 1, 2014 through June 30, 2015, Members on the payroll will receive a zero percent (0%) cost of living adjustment.

Section 3. Effective July 1, 2015 through June 30, 2016, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 4. Effective July 1, 2016 through June 30, 2017, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 5. Each full-time Member shall receive annual longevity pay in the following amounts,

Year of Continuous Service	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Less than seven (7)	-0-	-0-	-0-	-0-
After seven (7), but less than ten (10)	\$200.00	\$300.00	\$350.00	\$400.00
After ten (10), but less than fifteen (15)	\$300.00	\$400.00	\$450.00	\$500.00
After fifteen (15)	\$400.00	\$500.00	\$550.00	\$600.00

Longevity pay shall be calculated and paid to eligible Members employed as of November 15 each fiscal year and paid the first pay period in December of that respective fiscal year, by direct deposit.

Section 6. Shift differential pay shall be given to all Members permanently assigned to the second or third shift at the rate of fifteen (\$0.15) cents an hour for second shift and twenty-five (\$0.25) cents an hour for third shift. Members who are rotated to the second or third shift shall receive the appropriate shift differential pay for hours worked on that shift.

Section 7. In the event a Member is directed to perform job functions and duties of another classification covered by this Agreement which has a higher scheduled rate of pay, and the Member works in such classification for a minimum of one (1) hour, that Member shall receive the higher rate of pay which shall be retroactive to the first hour of said assignment and continue for the duration of such assignment.

Section 8. A call-out occurs when a Member has left the work premises and is to return to work at a time outside of a Member's regularly scheduled hours of work. A Member shall be paid for a call-out at one and one-half (1 ½) times the Member's regular rate of pay. The Member shall be paid a minimum of three (3) 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 three (3) hour minimum period.

ARTICLE 13. WORK WEEK/OVERTIME

Section 1. The work week for full-time Members shall be forty (40) hours. All regular full time employees shall have a regular starting time and all hours worked in a regular scheduled shift shall be consecutive. The work week shall run from Sunday through the following Saturday, during seven (7) consecutive twenty-four (24) hour periods. Schedules shall remain current for a minimum of two (2) weeks and can only change after the Zoo Management and AFSCME meet and discuss any changes. This section does not apply to part-time Members, as part-time Members will be scheduled based on operational needs.

Section 2. A Member shall be paid one and one half (1 ½) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours. Overtime shall be offered to the Member with the most Zoo seniority within an area, then to other Members in the area by seniority, then to Members in other areas of the Zoo based on descending seniority, with the understanding that the Member awarded overtime must be capable of doing the job where overtime is required. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime on a rotational basis.

Section 3. Regular part-time employees covered by this Agreement will be offered up to a maximum of one hundred (100) hours per month during their classifications' peak seasons, if ready, willing and able to work. It is understood that in the event of any unforeseen emergency this workweek schedule may not be applicable.

ARTICLE 14. 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 ninety (90) days with written notification to the employee and AFSCME citing the reason for the extension. Except as otherwise provided herein, the Louisville/Metro Government Personnel Polices shall govern probationary employment.

ARTICLE 15. HOLIDAYS

Section 1. Members shall be granted the day off with appropriate pay for the following holidays:

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

Section 2. 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 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.

Section 3. When a holiday falls on a Saturday, the preceding Friday shall be recognized as the paid holiday, when any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday. When a Member works the actual holiday and his/her regular scheduled off day falls on the observed holiday, he/she shall receive holiday pay for the actual holiday worked. Members whose regular scheduled off day falls on the observed holiday but

does not work the actual holiday shall receive one (1) vacation day accredited to his/her vacation day accrual.

ARTICLE 16. SICK LEAVE

Section 1. 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, spouse, children, or any relative living with the Member. Any sick leave in excess of two (2) consecutive days in the case of illness in the Member's immediate family shall require the specific approval of the Zoo 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. Time off for sick leave shall not be computed as time worked.

Section 2. Sick leave with pay shall be granted to all full time Members at the rate of one (1) day per month. Sick leave accumulation shall be unlimited.

Section 3. 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 paid leave 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.

Section 4. 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. A Member who has been cited in writing for abuse of sick leave may be required by the Zoo 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.

Section 5. 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. Personal days shall not be computed as time worked.

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 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.

ARTICLE 17. VACATION LEAVE

Section 1. Vacation leave with pay will be granted to all full-time Members, and vacation time will accrue on a bi-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 or part-time regular service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of service with the Zoo. Vacation credit shall only accrue as to current service. Vacation shall not be computed as time worked.

Section 2. Members may take vacation leave 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 Zoo Director or designee prior to use. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays.

Section 3. 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 the Zoo in the same or another

position until there has been a break in service equal to the amount of paid unused vacation leave.

Section 4. Part-time Members covered by this Agreement shall earn vacation credit on a pro rata basis.

ARTICLE 18. CERTAIN BENEFITS

Section 1. Eligibility for Benefits

Full-time Members and part-time Members regularly scheduled to work a minimum of twenty-five (25) hours per week are eligible to participate in all benefits programs contained in this Agreement.

A part-time, regularly-scheduled Member who works at least seventeen and one half (17 ½) hours during the workweek shall be granted vacation, holiday and sick leave benefits on a pro rata basis. In addition, he/she shall be covered by Workers' Compensation and have access to the Employee Assistance Program.

Section 2. Personal Day

Members shall receive one (1) personal day per fiscal year from July 1 to June 30. The personal day may be requested by any Member with prior notice to the respective Member's supervisor or designee. It is within the sole discretion by the Member's supervisor or designee whether the respective Member's requested personal day may be granted. The personal day must be used in the year in which it has accrued. A personal day shall not be counted as time-worked.

Section 3. Lunch period/Breaks

A. Members who work at least seventeen and one half (17 ½) hours a workweek 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.

B. Lunch breaks will either be a half (1/2) hour or one (1) hour based upon the needs of the division and the Zoo as a whole. The Zoo shall meet and confer with AFSCME thirty (30) days prior to any change in established lunch breaks for a division.

Section 4. Indemnification

Metro Government shall provide legal representation and indemnity to Members and part-time Members who work at least seventeen and one half (17 ½) hours a workweek pursuant to the provisions of KRS 65.200 through KRS 65.2006, inclusive, and Metro Code of Ordinances Sections 35.180-35.183, inclusive.

Section 5. *Training*

Members and part-time Members who work at least seventeen and one half (17 ½) hours a workweek shall have the right to participate in any Metro Government training program, subject to the approval of the Member's supervisor and a determination of the need for such training for the Member's job classification.

Section 6. *Tools, vehicles and equipment*

Zoo shall furnish and maintain in good condition vehicles, tools and equipment necessary to perform the job as determined by the Zoo. Members are responsible for the return of such vehicles, tools or equipment as directed by a supervisor or upon termination.

If a Member believes that a vehicle, tool, or other equipment is unsafe and does not meet the requirements of any federal, state, or local laws, he/she shall report that fact to his/her immediate supervisor who shall then determine the status of the vehicle, tool or equipment, and confirm such status in writing to the Member.

If the supervisor determines the vehicle, tool or equipment meets the requirements of any Federal, state or local law, then the Member shall operate the vehicle, tool or equipment. Any disagreement between the Member and his/her supervisor shall be treated as a grievance, and shall automatically begin at Step 2 of the grievance procedure herein.

Section 7. *Employee assistance program*

Members who work at least seventeen and one half (17 ½) hours a workweek shall have access to an Employee Assistance Program provided by Metro Government to all employees. Any requirement of Metro Government to furnish an employee assistance program is conditional upon the budgetary restraints of Metro Government. This section does not require the continuation of the current program.

Section 8. *Safe working conditions*

Metro Government will provide all its Members, insofar as is possible, with safe and healthy working conditions. The Zoo will promote standards of safety and health as are set forth in occupational safety and health standards promulgated by Federal, state or local laws.

Section 9. *Funeral leave*

A Member shall be given up to three (3) consecutive work days off with full pay in case of death in the Member's immediate family. The Member's immediate family shall include: spouse, children, stepchildren, parents, stepparents, sister, brother, grandparents, grandchildren, aunts or uncles, mother and father-in-laws, sister and brother-in-laws, son-in-law and daughter-in-law, and grandparents-in-law. Time off for funeral leave shall not be computed as time worked. To receive paid funeral/bereavement leave under this section, a Member shall be required to notify his/her immediate supervisor, division head or designee, as close to the start of the Member's shift as possible, but not later than (1) hour after the time set for beginning work. In no event shall any Member 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 annual leave. When requested, the Member will produce acceptable documentation of the relative's death.

Section 10. *Mileage*

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

Section 11. *Pretax Premium And/Or Dependent Care Account*

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

Section 12. *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 13. *Long Term Disability*

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.

Section 14. *Life 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 (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 dollars (\$15,000.00) in coverage. 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 15. *Uniforms*

Metro Government shall supply uniforms to Members and part-time Members who work at least seventeen and one half (17 ½) hours a workweek required to wear uniforms and necessary safety equipment as determined by Metro Government to be used in the performance of their work at no cost to the Member.

Section 16. *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.

Section 17. *Non-Discrimination*

Metro Government shall not discriminate on the basis of race, color, sex, religion, age, national origin, political affiliation, handicap, sexual orientation or membership in a labor organization.

Section 18. *Voting Leave*

Members who are eligible to vote in any election in the Commonwealth of Kentucky, or the State of Indiana, and are scheduled to work during the time voting locations are open, shall be allowed a reasonable time off without pay, not to exceed two (2) hours, in order to vote. Or, with supervisor approval, a Member may use up to two (2) hours of accrued vacation leave for voting leave. Members must request voting leave in writing two (2) days prior to the date of any election. Any Member who exercises this right to voting leave but fails to cast a vote under circumstances which did not prohibit the Member from voting may be subject to disciplinary action.

Section 19. *Tuition Reimbursement*

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to Members in the same manner as other Metro Government employees. Once approved, Metro Government shall pay through the current semester.

Section 20. *Retirement Plan*

Metro Government shall be a participant in the County Employment Retirement System (CERS) for current Members.

Section 21. *Jury Duty and Witness Leave*

Any Member covered by this Agreement who is summoned for jury duty shall be compensated for the time of service required as a juror at the regular rate of pay of the Member. If a Member is released from jury duty for the entire day or before the completion of the workday, the Member is required to report to work. Members who fail to do so shall be considered absent without leave. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member shall be placed on a day shift, Monday through Friday, for the duration of the jury duty.

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

Any Member who has been summoned for jury duty, or has been summoned or subpoenaed to appear as a witness, shall provide, upon receipt, a copy of the summons or subpoena to his/her supervisor, prior to having the leave approved.

Section 22. *Military Leave*

Pursuant to KRS 61.396 and KRS 61.394, Members who are in 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, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 23. *Dental Insurance*

Metro Government shall offer Members any dental plan offered to other Metro Government employees to be paid through a payroll deduction plan.

Section 24. Personnel Policy

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, including, but not limited to: retirement benefits, tuition assistance, worker's compensation, Employee Assistance Program, unemployment insurance, jury duty and witness leave, military training and service, and voting leave, family and medical leave and personal leaves of absence.

ARTICLE 19. JOB DESCRIPTIONS

The Zoo/Metro Government shall provide to AFSCME job descriptions for all jobs. Except in the case of an emergency, a thirty (30) day notice will be given before any change in job descriptions take effect.

ARTICLE 20. 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 21. 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 22. DRUG TESTING

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.

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.

For the Drug Testing Policy for Corrections and Youth Detention Services, see Article 25. - Department Specific Provisions, Section 4 – Divisions of Corrections and Youth Detention Services, (C)– Random Drug Testing for Corrections and Youth Detention Services.

ARTICLE 23. ERODING THE BARGAINING UNIT

Section 1. 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 2. Metro Government shall not subcontract outside the bargaining unit for any work and services normally and historically performed by employees covered under the terms and conditions of this Agreement for the purpose of reducing or replacing the employees covered by this Agreement.

Section 3. It is understood by the bargaining unit that the nature of the Louisville Zoo's operation may precipitate the need to bring on a seasonal work force during the calendar year to supplement the work force covered by this Collective Bargaining Agreement, except for the Horticultural, Maintenance and Animal departments. For the Horticultural, Maintenance and Animal departments, the Louisville Zoo may bring on a seasonal work force during the peak season of February to October. This seasonal work force shall not be used with the intent or effect of eroding the Collective Bargaining unit or to minimize the number of employees covered under this Agreement.

ARTICLE 24. 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 Metro Government's representative and the Chief Administrator for AFSCME.

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.

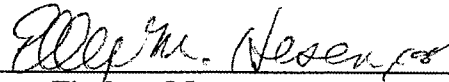
ARTICLE 25. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 1, 2013 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 13th day of

June, 2014.

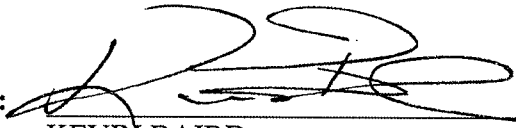
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: 
Greg Fischer, Mayor

Date: 6/13/14


**AMERICAN FEDERATION OF STATE, LOCAL
& COUNTY MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL 2629**

BY:  May 27, 2014
WESLEY STOVER
PRESIDENT AFSCME LOCAL 2629

BY: 
KEVIN BAIRD
BUSINESS REPRESENTATIVE

Date: 5-22-14.

APPROVED AS TO FORM:

 6/9/2014
Michael O'Connell
Jefferson County Attorney