

RESOLUTION NO. 051, SERIES 2022

AN RESOLUTION RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (EFFECTIVE MARCH 1, 2022 THROUGH JUNE 30, 2026) RELATING TO WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND TEAMSTERS LOCAL UNION NO. 783, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CONCERNING THE CIVILIAN EMPLOYEES OF THE LOUISVILLE METRO POLICE DEPARTMENT.

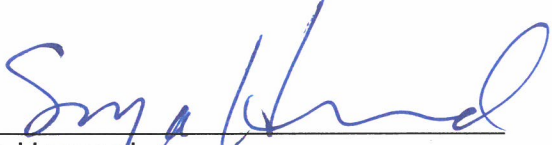
SPONSORED BY: COUNCIL MEMBER PURVIS

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, an Affiliate of The International Brotherhood of Teamsters, concerning civilian employees of the Louisville Metro Police Department.

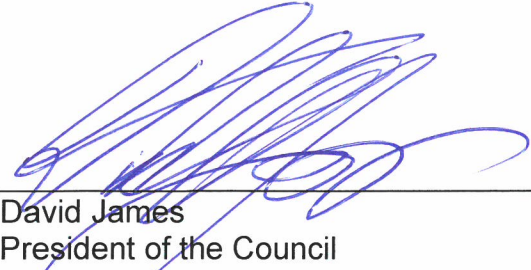
NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I: The Collective Bargaining Agreement (Effective March 1, 2022 through June 30, 2026) reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783 for and on behalf of bargaining unit civilian employees within the Louisville Metro Police Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement is attached hereto.

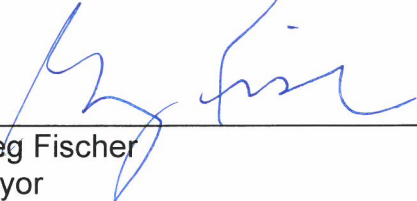
SECTION II: This Resolution shall take effect upon its passage and approval or otherwise becoming law.



Sonya Harward
Metro Council Clerk



David James
President of the Council



Greg Fischer
Mayor

4/22/2022

Approval Date

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

**LOUISVILLE METRO COUNCIL
ADOPTED
April 14, 2022**

BY: M. Holliday Hopkins

R-050-22 CBA for LMPD Civilian Emp & Teamsters 783 CBA hh 3.8.22

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

TEAMSTER LOCAL UNION NO. 783

**CIVILIAN EMPLOYEES OF THE
LOUISVILLE METRO POLICE DEPARTMENT**

EFFECTIVE DATE: 3/1/2022

EXPIRATION DATE: JUNE 30, 2026

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PREAMBLE

This Agreement made and entered into this 1st day of March, 2022, by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as the "Metro Government," and TEAMSTERS LOCAL UNION NO. 783, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1. SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control of **the Louisville Metro Police Department (LMPD)** for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of the LMPD represented by Teamsters Local 783 pursuant to Metro Government Ordinances.

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

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

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

Section 6. If either party wishes to amend this Agreement, it shall give its request for an amendment in writing to the other party, who shall respond to the request within fifteen (15) calendar days. An amendment will only take effect upon mutual consent of both parties, Metro Government and the Union and shall be in writing.

ARTICLE 2. INTENT OF THE PARTIES

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

Government include, but are not limited to, the right to: determine the mission of LMPD, take disciplinary action for just cause, lay off its Members, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3. SUBORDINATION

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

ARTICLE 4. UNION SECURITY

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

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

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

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

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

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

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

Section 8. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges.

Section 9. The parties will not interfere with, nor discriminate in respect, to any term or condition of employment against any Member because of membership in, or legitimate activity on behalf of, the Members of the Union.

Section 10. This contract is the sole property of International Brotherhood of Teamsters Local Union No. 783 and Louisville Metro Government and cannot be administered by any other Labor Organization. For any successor bargaining Agent for regular, full time (excluding initial probation employees) or part-time employees in all job classifications within this Agreement becomes null and void.

ARTICLE 5. UNION BUSINESS

Section 1. Contract Negotiations

The Union may select Members to represent the unit in the negotiation of a Collective Bargaining agreement. The number of Members shall be by mutual agreement of the parties. The names of such representatives shall be submitted to the appropriate Directors.

Section 2. Union Access

(A.) **Bulletin boards.** Metro Government agrees to provide Union designated space on available bulletin boards upon which Union may post notice of meetings, announcements, or information of interest to its Members. Union further agrees that it will not post any material which would be derogatory to any individual, LMPD or which constitutes campaign material for

or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of Union. All notices of Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the appropriate Director or designee prior to distribution.

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

(B) Access to work locations. With reasonable notice to the Chief or designee, a non-employee representative of the Union shall be allowed access to work locations not accessible to the general public. Work locations will be provided by LMPD.

Section 3. Notice of new hires.

LMPD shall notify the Union within thirty (30) calendar days, via electronic mailing of any new or rehired Member added to the payroll in a position covered by this Agreement.

Section 4. Metro Government agrees to split the cost of printing sufficient copies of the Agreement for the members and further agrees the document will be distributed within thirty (30) days after the printing.

Section 5. Metro Government and the Union shall meet no less than once per calendar quarter, as requested by either party, for the purpose of discussing issues important to both parties. The meetings shall not be an extension of Collective Bargaining. The parties have no authority to amend, modify or change the collective bargaining agreement. The issues that may be discussed include workplace safety, job classifications, training needs, staffing concerns and other general issues.

Section 6. All Members of the Union shall be included and added into an electronic database the Union may use to communicate with the Members of LMPD. This list shall be edited, administered and maintained by the Chief Union Steward and LMPD HR.

ARTICLE 6. STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate one (1) Chief Steward and six (6) stewards to handle such union business as may from time to time be delegated to them by the Union.

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

- (a) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.

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

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

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

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

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

Section 7. Metro Government agrees to provide an area of privacy, if and when available at the time of request, for the Steward and Member to discuss Union business.

ARTICLE 7. NO STRIKES OR LOCKOUTS; PICKET LINES

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

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

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed

that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hours of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Members shall not be entitled to or have any recourse to any other provisions of this agreement. It is further mutually agreed that the President of the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 8. SENIORITY AND LOSS THEREOF

Section 1. Effective upon Execution of this Agreement, the principle of seniority is sound and seniority rights shall prevail. Union seniority of Members shall begin with the most recent date of employment with Louisville Metro Government. In the event that two Members or more are hired simultaneously, seniority shall be based on employee's application date and time. Current employees will be grandfathered in with their current union seniority date.

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

- (a) Discharged for cause.
- (b) Voluntarily resigns, or retires.
- (c) Is laid off and not recalled within two (2) years of such layoff.
- (d) Fails to return to work within fourteen (14) days after having been notified to do so after a layoff.

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

Section 3. Effective upon execution of this Agreement, Classification seniority shall be defined as the most recent date a Member enters the job classification. Classification seniority shall apply for the purpose of vacation selection, overtime offers, job bids and shift selection.

Section 4. A Member who transfers to a position covered by this Agreement in a different unit/division shall retain his/her classification seniority for ten (10) working days. If the Member returns within the ten (10) working days, the Member shall have no loss of seniority.

Section 5. A seniority list shall be maintained on a current basis and posted on the Union Bulletin board where it shall be available for inspection. Metro Government shall furnish a copy of the seniority list and each revision to the Union Stewards as requested.

Section 6. The Union will agree or file a notice of dispute within ten (10) calendar days of the posting of the Seniority list by Metro Government. Absent such Notice, the Seniority List shall become final.

Section 7. Any employee may request a lateral transfer to or from another position within the same classification, division/section/unit by completing a Request for Transfer form (LMPD #04-00-0413) and forwarding a copy through the appropriate chain of command. All pending Request for Transfer forms will be considered null and void at the close of business on the last day of the calendar year. A record file of such request shall be maintained, and vacancies shall be filled from such file, first on the basis of classification seniority and qualification.

ARTICLE 9. LAYOFF AND RECALL

Section 1. Louisville Metro may layoff a classified Member whenever it is deemed necessary due to material change in duties, workload, or shortage of funds. When it is necessary to reduce the number of employees in LMPD that will affect Members, the Union shall be notified as soon as practical. Layoffs shall be governed by the Civil Service Rules, unless otherwise provided for herein.

Section 2. Layoffs shall be made on the basis of seniority, which for purpose of this Article is the length of continuous service within the classification (or higher classifications) subject to reduction in force. Continuous service shall include:

- a. Service which has not been interrupted by a voluntary resignation, dismissal, demotion or layoff; and
- b. Leaves of absence, to include military leave, leave with pay, and indefinite leave to fill an unclassified position in the department or agency.

Layoffs of full-time Members within a classification shall be made only after laying off all part-time, probationary employees, seasonal and temporary employees in that classification.

Section 3. A Member laid off shall be reinstated to the last position held in the classified service in LMPD, if such position is budgeted, even though the layoff of another Member in that classification is thereby required.

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

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

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

Section 7. Any regular Member who is laid off and appeals to the Civil Service Board may not file a grievance under this Agreement.

ARTICLE 10. PERSONNEL FILES

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

Section 2. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of Kentucky. A Member shall be notified of an Open Records request for the Member's personnel record via the Member's Metro Government email address, prior to the release of the information. A Member, or representative of the Member, may obtain a copy of the records released from Human Resources Department upon request.

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

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

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Metro Government shall have the right to discipline or discharge Members for just cause. Any disciplinary action shall be reasonable and commensurate with the offense. The imposition of any discipline shall be handled in a private manner. However, any disciplinary action taken for minor infractions shall be progressive and will include:

- a. Verbal/Counseling warning
- b. Written warning
- c. Written reprimand
- d. Suspension
- e. Discharge

Section 2. No previous discipline against a Member may be considered by Metro Government or the Chief as the basis for any subsequent discipline or an involuntary transfer except as follows:

- a) A previous written reprimand may be considered for one (1) year following the issuance of the reprimand.
- b) A previous suspension of seventy-two (72) hours or less, or an involuntary transfer may be considered for three (3) years following the issuance of the suspension.

- c) A previous suspension of over seventy-two (72) hours may be considered for five (5) years following the issuance of the suspension.

A written warning shall be effective for a period of one (1) year from the date of issuance. Written notice of disciplinary action, suspension, discharge, setting forth cause shall be given the Member with a copy to the Steward and the Union office. Progressive action will only be advanced when the incident is of a like nature.

Any disciplinary action, the facts for which constitute a basis for discipline under this Article, whether such facts are known or should have been known by LMPD, and which result in a recommendation of discipline being a warning, reprimand, or suspension (of any number of days), but expressly excluding discharge or any discipline requiring investigation by the Professional Standards Unit (PSU), shall be required to be filed (i.e., to have "charges" for discipline brought by LMPD) and adjudicated against the offending employee within ninety (90) days of the occurrence or if not, then those operative facts shall not be used as the basis for any disciplinary action.

All complaints and PSU directed investigations begun after the effective date of this Agreement not involving criminal allegations shall be completed and forwarded to the Chief or his designee for review and disposition within one hundred and eighty (180) days of the complaint, initiation of the PSU investigation or a return of the case by the Chief or designee to PSU, whichever is later in time. In the event that Metro Government needs additional time to complete an investigation, prior to the expiration of the one hundred and eighty (180) days, Metro Government shall provide a written explanation to the Member and the Union setting forth the specific reasons for the need for additional time.

The PSU shall provide a status update of its investigation in a timely manner upon request of the affected Member. This update will include an estimated completion date.

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

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

Section 5. (a.) When a Member is recommended for suspension because of allegedly violating a major infraction, the Member shall remain on the payroll until a final decision has been made to suspend the Member. The Member shall then be removed from the payroll and from work duties for the period of suspension. Suspension shifts are to be served within three (3) months of the date the grievance procedure is completed and the suspension upheld.

(b.) A Member who is terminated for just cause shall be suspended without pay immediately and may proceed at the Member's election with the grievance procedure.

(c.) Any Member terminated because of progressive discipline shall be suspended without pay until a review by the Director of Human Resources has been held. In this event the Member must file a grievance within five (5) working days of termination. Thereafter the Director

or designee shall have seven (7) working days to hold a review of the termination unless agreed otherwise by mutual consent. The Union Steward and/or the bargaining agent shall be present at the review. If neither a steward nor union representative are available, a bargaining unit Member may request another bargaining unit Member to attend proceedings as a witness. At the disciplinary meeting, any and all evidence available at that time shall be disclosed to the Member, steward and union representative, including any signed statements, video, etc. If the Member waives representation, then the evidence shall be given to that Member.

d) The Director shall either affirm or reverse the termination. Disciplinary action, if any, will be imposed within five (5) days. If the termination is affirmed, the Member may continue with the grievance procedure, and shall be suspended without pay until the grievance has been finally determined.

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

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

Section 7. 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. A Member may submit a written document refuting material in the Member's official personnel file for inclusion in the file. The document shall not contain any inflammatory or derogatory statements.

ARTICLE 12. GRIEVANCE PROCEDURE

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

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

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

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

Section 4.

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

(b) If not satisfactorily adjusted at this level within two (2) working days, the Member or Union may reduce the matter to writing and refer it to the Chief, who shall act within five (5) working days.

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

(d) In the event the Mayor's or Mayor's designee's decision does not resolve the grievance, the Union may request mediation or arbitration within seven (7) calendar days or receipt of the Mayor's/designee's decision by notifying Metro Government and the Department of its intention to proceed to mediation or arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason (s) why the decision of the Mayor or designee is unacceptable. At the same time the Union notifies Metro Government and the Department of its intention to proceed to mediation or arbitration, it shall mail to the Louisville Labor-Management its notice of intention to proceed to arbitration and request submission of a list of seven (7) mediators/arbitrators. A mediator/arbitrator shall be selected by each party alternately scratching a name from the panel submitted by the Louisville Labor-Management Committee with the Union having the right to strike first in even numbered years and Metro Government the right to strike first in odd numbered years. The parties shall meet for the purpose of scratching names from the panel within fourteen (14) calendar days of receipt by both parties of the panel from which a mediator/arbitrator is to be selected.

The mediator's/arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

- (e) The following limitation on the powers of the arbitrator shall apply:
- (i) The arbitrator 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 render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted in the grievance and shall confine a decision to a determination of the facts and an interpretation and application of this Agreement.

(ii) In accordance with LMCO Sec. 35.056, the parties recognize that any arbitration arising out of the terms of this Agreement will be binding, except for terminations not as a result of progressive discipline and health insurance benefits. For either of those two exceptions, the parties may seek judicial review, de novo, under Kentucky law, if adverse.

(iii) Metro Government and the Union may advance to the next legal step.

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

ARTICLE 13. CERTAIN BENEFITS

Section 1. *Life Insurance*

Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual salary up to Fifty Thousand (\$50,000.00) dollars. Provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level, but in no case will decrease to less than fifteen thousand dollars (\$15,000.00). 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.

Section 2. *Annual Leave*

(a) During the time period of December 1 through December 21 of each contract year, Members will be allowed to pick, by classification seniority, by shift, their primary annual leave weeks for the following year, listing first, second, and third choices. Primary vacation selection will be taken in:

- i. One (1) block of twenty-one (21) consecutive days; or
- ii. One (1) block of fourteen (14) consecutive days, with an additional seven (7) nonconsecutive day calendar block; or
- iii. Three (3) seven (7) nonconsecutive day calendar blocks.

(For Members in a division, this Article shall only apply to Members of the bargaining unit in that respective division.) Senior Members may waive their right to select at a later date, they may not displace, bump less senior Members who have already selected. Members will be notified within fourteen (14) calendar days of their "pick" of their respective annual leave selection approval. If notification is not provided within fourteen (14) calendar days, the request shall automatically be granted.

It is agreed that LMPD reserves the right not to grant leave time during Derby Week beginning seven (7) days prior to and including the first Saturday in May of each year.

(b) After the procedure set forth above, secondary annual leave periods of seven (7) days or less shall be scheduled pursuant to the needs of LMPD as follows. During the time period December 22 through December 31, Members will be allowed to pick, by classification seniority, by shift, one secondary leave for seven (7) days, or less. (For Members in a division, this Article shall only apply to Members of the bargaining unit in that respective division.)

(c) Thereafter, during the year Members requesting individual or consecutive days leave periods of less than seven (7) days may do so without regard to classification seniority, on a first-come-first-serve basis, which request may be granted based upon the scheduling needs of LMPD. Such seven (7) days or less leave requests shall be approved or disapproved within twenty-four (24) hours from the time of the request is received by an on-duty supervisor. All Members shall have access and make their selections through LMPD's electronic system.

(d) Upon Execution of this Agreement, Annual leave with pay shall be granted to all full-time Members as outlined below:

Full Years of Service	Annual Accrual Rate
0 to 1 year	168 hours per year
1 to 2 years	176 hours per year
2 to 3 years	184 hours per year
3 to 4 years	192 hours per year
4 to 5 years	200 hours per year
5 to 6 years	208 hours per year
6 to 7 years	216 hours per year
7 to 8 years	224 hours per year
8 to 9 years	232 hours per year
9 to 10 years	240 hours per year
10 to 11 years	248 hours per year
11 to 12 years	256 hours per year
12 to 13 years	264 hours per year
13 to 14 years	272 hours per year
14 to 15 years	280 hours per year
15+ years	288 hours per year

The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on all of the Member's service with Metro Government.

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

(f) Upon separation from employment, a Member shall be paid for all accrued, unused annual leave, not to exceed 320 hours. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued leave

may not be re-employed by LMPD in the same or another position until there has been a break in service at least equal to the number of work hours for which unused leave was paid.

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

(h) All annual leave shall not be computed as time worked for purposes of overtime.

(i) No Black Out dates with the exception of Thunder Over Louisville, Oaks and Derby Day.

Section 3. Retirement Plan

Members shall participate in the Kentucky Public Pensions Authority (KPPA) established by the Kentucky legislature in the same manner as other Metro Government employees.

Section 4. Unemployment Insurance

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

Section 5. Jury Duty And Witness Leave

Any Member who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding arising out of any act of employment with Metro Government, shall be compensated at his regular rate of pay for all time lost as a result thereof. In both instances, however the Members upon their release by the Court shall return to the respective Member's job duties. It is the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required. Time served on jury duty shall not be computed as time worked for purposes of overtime.

Section 6. Military Leave

Pursuant to KRS 61.396 and KRS 61.394, Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-two (22) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

Section 7. Tuition Reimbursement

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

Section 8. Equal Pay and Work On Higher Rated Jobs

- (a.) In all matters of rates of pay, the principle of equal pay for equal work shall prevail.
- (b.) In the event that a Member is directed by supervisory authority to work on a job with a higher rate of pay, then such Member shall receive the higher rate of such assignment, and such higher rate shall be continued as long as the Member is so assigned, or the remainder of the work day, whichever is the longer period.

Section 9. Sick Leave

(a) Upon Execution of this Agreement, Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Part-time Members shall be granted sick leave on a prorated basis. No Member shall receive credit toward sick leave accrual for time not expended in employment. Time off for sick leave shall not be computed as "time worked" for purposes of overtime.

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

(c) Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family. The immediate family of the Member shall include parents, wife, husband, children or step-children, mother or father-in-law, or qualified adult/domestic partner. Such leave, if in excess of three (3) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the Chief or designee.

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

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

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

(g) ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. Members will accrue one-half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each 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.

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

(i) ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Public Pensions Authority (KPPA) in a program that allows the purchase of service credit with the Pensions Authority of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees, as long as the program is offered by the Kentucky Public Pensions Authority.

Section 10. Bereavement Leave

A Member shall be given up to three (3) regularly scheduled workdays off, one of which must include the day of the funeral, with full pay in case of death in the Member's immediate family. The immediate family shall include parents, spouse, mother or father-in-law, step parents, former legal guardian, sister or brother, sister or brother-in-law, step-brothers or step-sisters, grandparents, grandparents-in-law, children or stepchildren, grandchildren, aunts or uncles, nieces or nephews and a qualified adult/domestic partner as defined by Metro Government's Personnel Policy.

To receive paid bereavement leave, the Member shall communicate with his immediate supervisor or their authorized representative before, if possible, or at one (1) hour after the time set for beginning work. Time off authorized for bereavement leave shall not be computed as time worked for purposes of overtime. In no event shall a Member receive bereavement leave beyond the day after the funeral. Upon request, proof of death shall be furnished.

Section 11. Health Insurance

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage.

Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with federal and state health care reform and IRS regulations.

Section 12. Long-Term Disability

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

Section 13. Pretax Premium And/Or 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 14. Court Pay

Any Member required to report to or who is subpoenaed as a witness in any legal or departmental proceeding arising out of the Member's scope of authority and directly related to the Member's normal job duties at a time outside of the Member's normal hours of work shall be paid at one and one-half (1 ½) times the Member's regular hourly rate of pay for a minimum of two (2) hours, or if greater than two (2) hours, time spent at the proceeding.

Section 15. Personal Day

Full-time Members, after the completion of their probationary period, shall receive one (1) paid personal day per fiscal year, which is July 1st through June 30th. The personal day must be

used in the fiscal year it is accrued. This personal day may only be taken with supervisory approval and a minimum of twenty-four (24) hours' notice. Such approval shall not be unreasonably withheld. Time off under this section shall not be computed as time worked.

Section 16. Defense and Indemnification

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

Section 17. Vehicles and Equipment

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 immediate 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 hearing shall be held promptly.

Section 18. Meal Period/Breaks

Members shall be entitled to one-half (1/2) hour paid meal break and two 15-minute paid breaks per workday. Members shall be entitled to an additional fifteen (15) minute paid break per each ten (10) or twelve (12) hours worked per day. Members shall be entitled to an additional thirty (30) minute paid meal break and an additional fifteen (15) minute paid break per sixteen (16) hours worked per day. Members shall be allowed with the Chief's approval, to utilize the two (2) paid fifteen-minute breaks together with the lunch half-hour to constitute an hour lunch break. Breaks can be combined for no more than one (1) hour cumulative.

Section 19. CSU, PRT and TCO Uniforms and Uniform Allowance

a. Metro Government shall provide an "initial" issue of uniforms to newly hired or transferring employees into CSU, PRT and TCO. Each Member is responsible for cleaning and maintenance of all uniform components. Metro Government shall perform any cleaning and maintenance required by law.

Initial uniform distribution is as follows:

- 4 shirts (2 short sleeve, 2 long sleeve)
- 2 pairs of trousers and/or shorts, or a combination thereof
- 1 approved – multiple seasonal outerwear (3-in-1 parka)
- 1 hat

Metro Government shall provide each CSU, PRT and TCO an over the uniform bulletproof vest to the same quality, durability and grade used by LMPD sworn officers.

b. Metro Government agrees to provide Members in the Crime Scene Unit a standard dispensable set of gloves, boots, and smock (plastic) that is given to uniformed officers who enter areas in which there is human blood or other chemicals which may be hazardous.

c. Metro Government shall pay an annual uniform allowance of One Thousand Dollars (\$1,000.00) in each fiscal year under this Agreement to those Members provided with uniforms in the CSU and PRT, which amount shall be paid in two (2) installments with the first regular pay check after July 1, and January 1, respectively, of each year. Metro Government shall pay an annual uniform allowance of Fourteen Hundred Dollars (\$1,400.00) to TCOs, which amount shall be paid in two (2) installments with the first regular pay check after July 1, and January 1, respectively, of each year. These uniform allowances are to cover the cost of replacement of uniform(s) due to "wear". Metro Government shall continue to make replacement of uniform(s), in whole or part(s), due to damage caused in the "line of duty."

Section 20. Call Out Pay

All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work shall be paid for at one and one half (1 ½) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. A Member called out shall work the four (4) hours minimum period. Overtime in conjunction with the normal shift, when scheduled in advance, or which extends the normal shift, or attendance to a legal proceeding shall not be considered a call-out.

Members reached at home by telephone outside of their regular scheduled work hours by a supervisor or management, but not required to leave home shall be compensated for all time required to respond to the call at a compensated rate of one and one-half (1 ½) times their respective regular pay rate if over forty (40) hours per week, and if not, at their straight time regular pay rate, figured in ten (10) minute increments. Each Member claiming such pay shall submit verification that management requires to be filled out the next day after such contact.

Section 21. Safety

The Department will continue to comply with all statutes and regulations of the State and Federal Departments of the Occupational Safety and Health Administration. Metro Government agrees to provide a continuous supply of proper PPE to any Member who may come in contact with a person with a potentially infectious disease, bloodborne pathogen or human bodily fluid.

Each Member will be offered HIV, TB, Hepatitis and COVID-19 screening consistent with Federal guidelines. Metro Government shall provide, as applicable, annual scene safety training to Members under this Agreement. All Members will be offered all flu, pneumonia and any other vaccinations deemed pertinent at no cost to the Member.

All Members who could come into contact with Blood Borne Pathogens or HIV will be trained under the current curriculum. The Union shall be included and consulted in any meetings, prior to implementation, which includes changing the current equipment, policies or procedures that may potentially pose a hazard or jeopardize the well-being of our Members.

Any Member whose regular duties may involve or expose them to asbestos, mold or other toxic/hazardous materials will be trained to the regulatory standard and provided with the appropriate equipment in dealing with those materials.

Section 22. Parental Leave

Members shall be granted paid parental leave in accordance with LMCO § 35.014.

ARTICLE 14. PROBATIONARY EMPLOYEES

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

Section 2. The "probationary period" for those positions under the jurisdiction of the Civil Service Board applies to a Member who is promoted or reclassified, which reclassification or rights and remedies are set forth in the Rules and Regulations of the Civil Service Board. The Member shall have fifteen (15) calendar days in which to prove his/her ability to perform the work of such position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to an available position of similar or lower classification with no loss of seniority therein.

ARTICLE 15. JOB VACANCY – PROMOTION

Section 1. Metro Government will use reasonable efforts to fill vacancies from within LMPD. Reclassification of an occupied position as a result of a job audit shall not be considered a vacancy. Promotions shall be opened to all regular qualified employees on an LMPD-wide basis. A vacancy shall be deemed to exist when a position in the classified service is vacant due to demotion, death, resignation, retirement, promotion or creation of a new position. Notice for bids shall remain posted within LMPD for 7 business days.

A. In each instance in which job bidding occurs, Metro Government shall furnish to Teamsters and the Chief Steward a copy of the bid notice, a list of Members bidding for the position and the name of the successful bidder for the position.

Section 2. Those employees within the same unit/division within the same classification shall have first bid rights on the same classification vacancies for shifts. Vacancies will be filled from the appropriate eligibility list. If no list exists, notice for promotion will be posted for seven (7) working days. Subsequent vacancies will be made from the list established from the vacancy announcement.

Section 3. Whenever a promotional appointment within LMPD is to be made, the Civil Service Director, as soon as possible, shall certify to the appointing authority the names of the three (3) highest on the appropriate promotional eligibility list. In making classifications for

multiple appointments in the same classification, the number of names to be certified to the appointing authority shall be two (2) more than the actual number of appointments to be made. All eligibility lists will be opened for inspection at the Civil Service Board during normal working hours. Competitors will be informed in writing as to their rating attained and ranking on the eligibility list by the Civil Service Board. In each instance in which a vacancy occurs, Metro Government shall furnish the Union with a copy of the vacancy, a list of the Members applying for the position, and the names of the successful applicants for the position.

Section 4. The position will be awarded based upon the following criteria: department seniority; attainment of required skills and experience; education; oral interview and documented employment factors relating to the Member's job history. The above criteria are not listed in order of priority. Members who apply for a promotional position but are not placed in the promotional position, shall be afforded the opportunity to meet with LMPD HR upon request for feedback for not being selected for the position.

ARTICLE 16. COMPENSATION

Section 1.

A. Members shall be frozen on the pay schedule below based upon the Member's length of service with Metro Government or its predecessor governments as of June 30, 2020.

July 1, 2020 thru June 30, 2021

Job Code	Grade	Job Title	Years of Service with Metro Gov			
			Step 1 0-1 yr	Step 2 1-3 yrs	Step 3 3-6 yrs	Step 4 6+ yrs
032750	01	Transcriber-Police	13.00	13.48	14.11	14.76
032750	01P	Trnscriber-Police, Part-time	13.00	13.48	14.11	14.76
033750	02	Administrative Clerk - Police	14.27	14.94	15.56	16.24
032450	03	Clerk Typist II-Police	14.72	15.37	16.13	16.95
088480	04	Keeper I-Police	14.51	15.20	15.97	16.64
032720	05	Administrative Secretary	14.89	15.51	16.18	17.02
034180	05B	Word Processing Clerk Pol	14.54	15.12	15.75	16.51
031170	05A	Administrative Specialist	14.59	15.17	15.94	17.18
086240	06	Traffic Control Officer II	16.28	16.84	17.91	19.94
019690	07	Property Rm Clk Tr-Police	15.90	16.47	17.09	17.69
033610	08	Info Process Tech-Police	16.12	16.89	17.54	18.35
019660	09	Property Room Clk-Police	17.48	18.18	18.97	19.93
033810	10	LMPD Service Center Tech	17.19	18.08	18.89	19.88
031230	10	Management Assistant	17.19	18.08	18.89	19.88
081420	11	Crime Scene Tech Trainee	17.60	18.47	19.32	20.33
081510	11	Police Report Technician	17.60	18.47	19.32	20.33
036570	12	Physical Fit Instr-Police	18.70	19.39	20.19	20.99
030780	13	Crime Analyst I-Police	18.73	19.63	20.66	21.57
025820	14	Police Data Analyst	20.77	21.62	22.51	23.42
081390	15	Crime Scene Tech I Police	21.42	22.36	23.52	24.89
039150	16	Photographer Tech-Police	22.38	23.61	25.05	26.77
081330	17	Latent Fingerprint Technician	25.41	26.70	28.01	29.41
081360	17	Video Forensic Specialist	25.41	26.70	28.01	29.41
TBD	17	IBIS/Firearms Technician	25.41	26.70	28.01	29.41
079240	18	Helicopter Mechanic	27.54	28.98	30.40	31.96

B. Effective July 1, 2021, a Member shall be placed on the pay schedule below based upon the Member's continuous length of service with Metro Government or its predecessor governments and shall progress through the steps of the scale as indicated, on a bi-weekly basis, except for Red-Circled Members. A "Red Circled Member" is a Member whose rate of pay exceeds the amount designated for his/her step in the salary schedule for his/her classification. A "Red-Circled" Member shall continue to receive the higher rate of pay and shall receive any annual increases until the Member's rate no longer exceeds the hourly rate on the pay scale below.

July 1, 2021 thru June 30, 2026

Job Code	Grade	Job Title	<u>Years of Service with Metro Gov</u>				
			Step 1 0-3 yrs	Step 2 3-6 yrs	Step 3 6-9 yrs	Step 4 9-12 yrs	Step 5 12+ yrs
032750	01	Transcriber-Police	16.00	16.32	16.65	16.98	17.32
032750	01P	Transcriber-Police, Part-time	16.00	16.32	16.65	16.98	17.32
033750	02	Administrative Clerk - Police	17.27	17.62	17.97	18.33	18.70
032450	03	Clerk Typist II-Police	17.72	18.07	18.43	18.80	19.18
088480	04	Keeper I-Police	17.51	17.86	18.22	18.58	18.95
032720	05	Administrative Secretary	17.89	18.25	18.62	18.99	19.37
034180	05B	Word Processing Clerk Pol	17.54	17.89	18.25	18.62	18.99
031170	05A	Administrative Specialist	17.59	17.94	18.30	18.67	19.04
086240	06	Traffic Control Officer II	19.28	19.67	20.06	20.46	20.87
019690	07	Property Rm Clk Tr-Police	18.90	19.28	19.67	20.06	20.46
033610	08	Info Process Tech-Police	19.12	19.50	19.89	20.29	20.70
033640	08a	Info Process Tech II-Police	19.93	20.33	20.74	21.15	21.57
033810	10	LMPD Service Center Tech	20.19	20.59	21.00	21.42	21.85
031230	10	Management Assistant	20.19	20.59	21.00	21.42	21.85
019660	09	Property Room Clk-Police	20.48	20.89	21.31	21.74	22.17
081420	11	Crime Scene Tech Trainee	20.60	21.01	21.43	21.86	22.30
081510	11	Police Report Technician	20.60	21.01	21.43	21.86	22.30
030780	13	Crime Analyst I-Police	21.73	22.16	22.60	23.05	23.51
025820	14	Police Data Analyst	23.77	24.25	24.74	25.23	25.73
081390	15	Crime Scene Tech I Police	24.42	24.91	25.41	25.92	26.44
030790	15a	Strategic Criminal Analyst	24.60	25.09	25.59	26.10	26.62
030810	15a	Tactical Criminal Analyst	24.60	25.09	25.59	26.10	26.62
039150	16	Photographer Tech-Police	25.38	25.89	26.41	26.94	27.48
081330	17	Latent Fingerprint Technician	28.41	28.98	29.56	30.15	30.75
081360	17	Video Forensic Specialist	28.41	28.98	29.56	30.15	30.75
081350	17	NIBIN Technician	28.41	28.98	29.56	30.15	30.75

C. Effective upon execution of this agreement, job classifications 033640 Information Processing Tech II-Police, 030790 Strategic Criminal Intelligence Analyst and 030810 Tactical Criminal Intelligence Analyst are being accreted into this Collective Bargaining Agreement. In addition, the IBIS/Firearms Technician is being retitled to NIBIN Technician. Also effective upon execution of this agreement, the positions below, along with their incumbents, will be reclassified as follows:

Crime Information Center

Position No.	Job Code	Job Title	New Job Code	New Job Title
30503356	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503373	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503355	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503357	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503347	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503354	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503372	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503054	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst
30503374	030780	Crime Analyst I-Police	030790	Strategic Criminal Intell Analyst

Real Time Crime Center

30503351	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503349	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503348	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503344	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503350	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30501135	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503409	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30501576	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503079	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503343	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503345	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30503346	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst
30500646	030780	Crime Analyst I-Police	030810	Tactical Criminal Intell Analyst

Section 2. Members who have at least seven (7) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND THREE HUNDRED AND THREE (\$1,303.00) DOLLARS. Members who have at least ten (10) full years of service with Metro Government or its predecessor governments shall receive annual longevity pay of ONE THOUSAND FIVE HUNDRED AND SIXTY THREE (\$1,563.00) DOLLARS. Longevity pay will be payable in bi-weekly installments.

Section 3. A Member in the Crime Scene Investigation Unit shall receive the equivalent of ten (10) hours of overtime per pay period while training Crime Scene Technicians. All other Members shall receive \$1.15 per hour additional pay for time spent instructing/training others in the use of technologically sophisticated equipment and other procedures and skills required in the performance of the respective jobs. Supervisors shall have the exclusive right to determine eligibility for and the number of hours per shift or days per work week that an instructor shall receive “instructional” pay. This Agreement supersedes and nullifies any and all other agreements or past practices concerning such pay.

Section 4. Working Lead person

The LMPD shall have the exclusive right to assign Lead persons without job bid. The exercise of this right is at the LMPD’s sole discretion. A Lead person's duties shall be:

- a. To relay supervisor's instructions, including the assignment of Members to the various jobs.
- b. To instruct Members as to normal methods, materials and equipment to be used in the completion of work in the Unit.
- c. The Lead person is not recognized as a part of supervision and shall take no part in those acts interpreted as solely those of management in connection with labor/management relations. The Lead person must record (report) to the immediate supervisor any activity which could be the basis for discipline.
- d. The Lead person is responsible for the completion and performance of the job(s) assigned.
- e. The Lead person shall be paid at the rate of One Dollar (\$1.00) per hour over the published rate of the job classifications to which the Lead person is normally assigned. In addition, the One Dollar (\$1.00) per hour shall be included as part of the amount and time worked for all compensable time and contractual benefits. However, Metro Government will not pay Sick Leave or Annual Leave Pay based upon the additional One Dollar (\$1.00) per hour premium.

ARTICLE 17. TRAINING

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

Section 2. Required training will be offered to Members within the Unit in which the training is required on seniority basis by shift based upon the needs of LMPD; provided, the Member has completed any preliminary training requirements, if any, and is eligible.

Section 3. The parties recognize certain positions within LMPD are of such a nature as to require certain periods of time as a trainee. However, it is understood and agreed that trainees who are retained after a twelve (12) month period will be advanced to the permanent position.

Section 3 4. To increase the professionalism of the Crime Scene Investigation Unit, the parties shall jointly present to the Civil Service Board for its consideration increased educational requirements for the positions of Crime Scene Technician-Trainee and Crime Scene Technician.

ARTICLE 18. RULES AND REGULATIONS

Metro Government will provide the Union and the Chief Steward copies of all new LMPD rules, regulations, policies, and procedures that affect the Members prior to the date of implementation and in accordance with LMPD SOPs 3.4. Members will not be disciplined pursuant to any new LMPD rules, regulations, policies and procedures during the ten (10) calendar day notice period as defined in LMPD SOP 3.4.

ARTICLE 19. WORK DAY AND WORK WEEK

Section 1. For full-time employees, the work week shall consist of forty (40) hours per week, if ready, willing and able to work. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this ordinance to work the forty (40) hours per week. The number of hours worked shall not exceed sixteen (16) hours with at least eight (8) hours between shifts within a twenty-four (24) hour period. Shifts and off days shall continue as in effect on the date of this Agreement.

Section 2. If LMPD intends to transfer a Member in the bargaining unit to a shift other than which the Member is performing, LMPD will notify both the affected least senior qualified Member and the Union as soon as reasonably possible. It is the intent of this Agreement that a minimum of ten (10) working days' notice will be given unless the operation of the LMPD is unduly jeopardized, at which time both the Member and the Union will be notified of the reasons for a less than five (5) working days' notice. LMPD and Metro Government commits that it will not reasonably abuse the discretion with regard to this transfer policy.

ARTICLE 20. OVERTIME PAY AND DISTRIBUTION OF OVERTIME

Section 1. One and one half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. However, overtime premium pay shall not be pyramided.

Section 2. Insofar as practicable, overtime will be divided equally among Members, as provided herein, within the unit and classification in which overtime is needed beginning with the Member highest in seniority, provided that Member is qualified for the job in which the overtime is offered. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that unit will be to the qualified Member next in seniority after the last Member that was awarded overtime. When all qualified Members within the unit have been offered overtime, the rotation will begin again with the highest qualified Member within the unit.

Notwithstanding anything herein to the contrary, in the event a Crime Scene Technician is required by the Member's supervisor to continue an investigation past the time of shift change because the investigation is in process, overtime will be approved for the Member for the time worked on an investigation past shift change.

Section 3. Scheduled and Forced Overtime

a. Scheduled Overtime shall be defined as any overtime offered within more than 72 hours of the requested tour of duty. Scheduled overtime requests shall be posted on the Union Bulletin Board and sent to all applicable Members via electronic mail. Members shall be allowed the opportunity to bid for the available scheduled overtime shifts as provided below. This overtime shall be awarded by seniority on a basis of the Scheduled Overtime rotation list.

b. Forced Overtime shall be defined as any overtime that has not been filled or that has been offered within less than 72 hours of requested tour of duty. Forced overtime shall be assigned by seniority on the basis of the forced overtime rotation of the preceding watch of the requested tour of duty.

c. Two (2) overtime logs will be maintained to track the distribution of overtime for both Scheduled and Forced Overtime. Each Overtime Log will track the seniority rotation of worked overtime, scheduled or forced.

d. Members forced over at the end of their shift for an hour or more shall not be forced at the beginning of their next scheduled shift.

e. Members who are forced to stay over for an hour or more beyond their scheduled shift until their relief arrives for duty will be counted as a forced overtime occurrence.

Section 4. Securing Scheduled Overtime

a. The scheduled overtime request will be posted on the Union Bulletin Board and sent to each applicable Member via electronic mail. The overtime will first be awarded to the affected watch Members by seniority rotation based on the Scheduled Overtime Log. When Members sign up for the requested overtime, they will note the specific number of hours they are volunteering to work (first 4, last 4 or all 8).

b. If no personnel signs up for the overtime prior to 72 hours' notice, the supervisor will call any off-day Members of the affected watch who were not aware of the overtime request. The call will be made first to the most senior as noted on the Overtime Call Log.

c. If no Member volunteers for the overtime, then the forced overtime procedures will be followed.

Section 5. Securing Forced Overtime

a. Forced overtime will not be posted, however, the supervisor will call off day Members of the affected watch by seniority as noted on the Scheduled Overtime Log. If no off-day Member from the affected watch volunteers for the overtime, the forced overtime will affect the watch preceding the requested tour of duty. Based on the seniority of the Forced Rotation Log for that watch, Members on duty shall be asked to volunteer. They may take eight (8) or four (4) hours. Any Member who volunteers for a Forced Overtime request will have that time marked as a forced time. If no Member volunteers for the overtime, then the Member with least seniority on the Forced Rotation Log shall be forced to work for four (4) hours.

b. The supervisor will then call the succeeding watch of the requested tour of duty beginning with the most senior Member from that watch Forced Rotation Log. If no Member volunteers for the overtime, then the Member with least seniority on the Forced Rotation Log, for that shift, shall be forced to work for four (4) hours. If a supervisor is unable to contact anyone from the succeeding watch, the Member forced the first half will be forced for all eight (8) hours if necessary. If a Member calls in to volunteer for the overtime, after a Member has been forced, the supervisor will contact/call the Member who was forced and cancel the force. If the forced Member does not answer, no message will be left, and the force will stay in place.

Section 6. Overtime that normally constitutes bargaining unit work for Traffic Control Officers will be offered to Traffic Control Officers prior to any such allocation to traffic crossing guards or uniformed officers of LMPD, or any other employee not a Traffic Control Officer.

Section 7. All Members are required to have a working telephone number that shall be given to LMPD by the Member. A supervisor shall attempt to contact any respective Member for overtime within their unit or classification one (1) time. Such attempt will cause that Member to be credited with a “contact” (i.e., “telephone call with a voice message or a text message”) and the supervisor shall move on to the next Member on the seniority list in the unit or classification, whether the phone number the Member has given is busy, is an answering machine, or is out of order. If LMPD is unable to communicate with a sufficient number of Members by use of the telephone, then LMPD may post the overtime need by electronic posting. The first qualified Member to respond to the electronic posting shall be given the overtime.

Section 8. Overtime may be considered mandatory for all Members during emergency situations.

Section 9. Any employee agreeing to work any overtime shall be responsible for that shift.

Section 10. No regularly scheduled off days, or off days consecutive with approved leave shall be changed unless the Police Chief, in their sole discretion, declares an emergency or a Member agrees to waive the notice. The intent of this Section is to prevent a Member from being unexpectedly recalled from vacation because of an off-duty change.

ARTICLE 21. SHIFT TRADES

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

ARTICLE 22. MAINTENANCE OF STANDARDS

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

of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. Metro Government and Union Members shall make every effort to provide a workplace and working conditions free from harassment and/or intimidation, including any action or comments that may reflect attitudes discriminatory or harassing in nature.

ARTICLE 23. STATE OF EMERGENCY

This Agreement shall be in effect provided, however, should a State of Emergency be declared by the United States President, Kentucky's Governor, the Mayor, or Police Chief, LMPD reserves the right to change essential employees' schedules immediately and in accordance with the declaration of emergency. Metro Government will make reasonable efforts to work with Members during the State of Emergency for immediate, short-term reassignment of shift and assignment/location changes.

Essential employees are defined as employees who must report to work as designated by LMPD for services to continue during emergencies (e.g. severe weather, civil unrest, public health and safety crises, and other circumstances that could lead to a declaration of emergency). Once the State of Emergency has been rescinded, notification shall be made via the Member's Metro Government email address to notify Members of the end of the State of Emergency and to resume normal operations.

ARTICLE 24. ERODING THE BARGAINING UNIT

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

ARTICLE 25. MODIFIED DUTY/RETURN TO DUTY (RTD)

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.

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

ARTICLE 26. DRUG TESTING

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 members 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.

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.

Random Testing

During the workday, all Members are subject to random testing for drugs. The annual number of such random tests shall not exceed 50% of the number of employees of the Department subject to testing as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. Metro Government shall select employees for random testing using an approved random number generating computer program. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

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.

1.15 (C) Testing To Be Conducted

In conducting the testing authorized by this Agreement, Metro Government shall comply with the following:

- (A) The lab selected to perform drug tests shall be federally certified to do drug testing.
- (B) After initial identification confirmation, the specimen collected from the Member shall be identified only by the Member's social security number or acceptable coding throughout the testing process.
- (C) 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 HHS guidelines.
- (D) The standard nine (9) panel drug screen shall be used by the testing laboratory.
- (E) Metro Government's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months (provided written notice is given the lab by Metro Government before the expiration of the 12-month period) or for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- (F) 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 own 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 the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.
- (G) Metro Government will require that its drug testing lab report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that a Member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Policy, a positive drug

test results means the presence of drugs and/or their metabolites in a Member that is equal or exceeds the levels set forth in this Policy.

- (H) Provide each Member tested with a copy of all information and reports received by Metro Government in connection with the testing and the results.
- (I) Testing Procedures

Initial Test Level (ng/ml)¹

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiates	300
4.	Phencyclidine	25
5.	Amphetamines	1,000
6.	Propoxyphene metabolites	300
7.	Methadone	300
8.	Benzodiazepines	300
9.	Barbiturates	300
10.	MDA-Analogues	500
11.	Oxycodones	100

All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as “greater than highest standard curve value.”

Confirmatory Test Level (ng/ml)

1.	Marijuana metabolites ²	15
2.	Cocaine metabolites ³	150
3.	Opiates	300
	Morphine	150
	Codeine	150
	Hydrocodone	150
	Hydromorphone	150
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500
6.	Propoxyphene	300

¹Nanograms per milliliter

² Delta-9-tetrahydrocannabinol-9-carboxylic acid.

³ Benzoylcegonine.

7.	Methadone	300
8.	Benzodiazepines	
	Nordiazepam	300
	Oxazepam	300
	Triazolam	300
	Temazepam	300
	Flurazepam	300
	Alprazolam	300
	Lorzapam	300
9.	Barbiturates	
	Butalbital	300
	Amobarbital	300
	Pentobarbital	300
	Secobarbital	300
	Phenobarbital	300
10.	MDA-Analogues	500
	MDA	250
	MDMA	250
	MDEA	250
11.	Oxycodones	100
	Oxymorphone	100
	Oxycodone	100

Prior to test results being provided to the Louisville Police Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

Split Sample

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

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

Consequences of a positive drug test

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

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

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

Right of Representation

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

Prohibited Behavior

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

Confidentiality

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

Shared Responsibility

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

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

In addition, employees are encouraged to:

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

It is the supervisor's responsibility to:

- Observe employee performance.

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

Communication

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

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

ARTICLE 27. ENTIRE AGREEMENT

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

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

ARTICLE 28. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties for a term ending June 30, 2026. The parties agree to commence bargaining on a subsequent Agreement no later than ninety (90) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 1st day of
March, 2022.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: Ellen Hesen
GREG FISCHER
MAYOR

TEAMSTERS LOCAL UNION NO. 783

By: Justin P Scharrer
JUSTIN SCHARRER
BUSINESS REPRESENTATIVE

APPROVED AS TO FORM:

Whitney Meagher
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY